

Gig Harbor City Council Meeting

**June 28, 2010
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, June 28, 2010 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of June 14, 2010.
2. Receive and File: none.
3. Liquor License Action: a) Special Event –Communities in Schools; b) Application in lieu of current status – The Wine Studio.
4. Re-appointment to the Planning Commission.
5. Boating Safety Agreement – Pierce County Sheriff's Department.
6. Modifications to WWTP Digesters No. 2 and 3 Aeration Systems – Design Services Contract.
7. McCormick Creek Easement – Phase 2 Assessment.
8. Eddon Boat Dust Collection System Installation.
9. Eddon Boat Dock Replacement Project – Construction Bid Award/Surveying Services/Change Order Authority.
10. Lift Station No. 12 - Canterwood Blvd Structural Analysis and Odor Monitoring.
11. Approval of Payment of Bills for June 28, 2010: Checks #63925 through #64046 in the amount of \$1,624,879.34.

PRESENTATIONS:

1. Street Scramble and Maritime Gig Report.
2. Formation of Countywide Flood Control District – Pierce County Council.

OLD BUSINESS:

1. Second Reading of Ordinance – 2010 Park Plan Update.
2. Second Reading of Ordinance – Portal Signs.

NEW BUSINESS:

STAFF REPORT:

1. Stutz Property – Path Forward.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wed. July 14th at 9:00 a.m.
2. Civic Center Closed Mon. July 5th for Independence Day Holiday.
3. Elected Officials Appreciation Event – Milgard Family HOPE Center Tue. July 6th at 4:30 p.m.
4. Intergovernmental Affairs Committee – Mon. July 12th at 4:30 p.m.
5. Operations Committee – Thu. Jul 15th at 3:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – JUNE 14, 2010

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

CALL TO ORDER: 5:32 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of May 24, 2010.
2. Liquor License Action: a) Special Occasion – Harbor History Museum; b) Renewals: The Keeping Room; Hunan Garden Restaurant; Kinza Teriyaki; and Spiro's Bella Notte Pizza & Pasta.
3. Eddon Boat Dust Collection System Engineering Contract.
4. Resolution - Green House Gas Emissions Reduction Policy.
5. Hotel/Motel Public Relations Consultant Contract.
6. 2010 Pavement Markings – Pierce County Interlocal Maintenance Agreement.
7. Resolution - Setting the Public Hearing Date Woodworth Avenue Street Vacation.
8. Approval of Payment of Bills for June 14, 2010: Checks #63767 through #63924 in the amount of \$2,424,242.53.
9. Approval of Payroll for the month of May: Checks #5691 through #5702 and direct deposits in the amount of \$307,633.52.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Conan - unanimously approved.

PRESENTATIONS:

1. Building Official of the Year. Mayor Hunter recognized the city's Building Official / Fire Safety Director Dick Bower for being chosen as the Building Official of the Year by the Washington Association of Building Officials. He described Mr. Bower's background as a firefighter, building official, fire chief as well as his involvement in emergency management.

2. Legislative Update. Representative Jan Angel gave an overview of how the State has gone from a \$2 billion dollar surplus to the current \$2.8 billion dollar deficit citing several missed opportunities for reform. She stressed the importance of getting people back to work while promoting government efficiency, accountability and transparency. She said she fears that the economy will continue the current downward trend for another 10-15 years and that government needs to make serious adjustments in anticipation of what may occur. She addressed Council questions.

3. Pierce County Library 2030. Ms. Neel Parikh, Director of the Library System presented an overview of plans to address community needs during the next twenty years. She explained that the plan was developed through public input, assessment of

current facilities and population trends, and best practices from other libraries to chart a course for the future. She answered Council questions.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1190 – LTGO Bond. Finance Director David Rodenbach explained that a delayed passage of the ordinance resulted in lower interest rates and a reduction in the amount being borrowed. He introduced the city's representatives from D.A. Davidson and K & L Gates.

David Trageser, Senior Vice President D.A. Davidson and Co., described the process for purchase of these bonds.

Deanna Gregory, K & L Gates, explained that the ordinance solidifies the numbers and rates for the issuance of the bonds and clarified that only one motion was required by Council.

Councilmember Franich said he can't support this action because it puts the city in a position to not honor its implied commitment to pay off the Civic Center debt early.

There was discussion on how this has allowed the city to borrow against the Civic Center Debt fund in order to purchase the Stutz Property.

MOTION: Move to adopt Ordinance No. 1190 providing for the issuance and sale of Limited Tax General Obligation and Refunding Bonds.
Payne / Young – six voted in favor. Councilmember Franich voted no.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – 2010 Park Plan Update. Associate Planner Kristin Moerler presented the 2010 Park Plan Update background information.

Mayor Hunter opened the public hearing at 6:42 p.m.

Jacquie Goodwill – 3203 Grandview Street. Ms. Goodwill, Chair of the Parks Commission, voiced appreciation for the collaborative effort and work done by staff and thanked Council for its interest in public parks. Councilmember Kadzik recognized the hard work done on the part of the Parks Commission.

Councilmember Malich asked if there had been discussion about including information about public beach access on city-owned waterfront property, specifically at the Old Ferry Landing. Ms. Goodwill responded that had been discussion about how to address ecologically sensitive waterfront sites. She said that public access should be encouraged at sites where appropriate. After further discussion it was suggested that the Parks Commission work on that as an addendum to the proposed plan.

There were no further public comments and the public hearing closed at 6:54 p.m.

Councilmember Franich voiced concern with the language regarding acquisition of the sand spit citing the cost to purchase the property and on-going maintenance. He said that he feels that this site, similar to the Harborview Street End Park, should remain low-impact.

Jacque Goodwill responded that acquisition would only occur if the Coastguard were to surplus the property. After further discussion staff was directed to come up with language that didn't imply the city was actively attempting to acquire the property.

Planning Director Tom Dolan stressed that heavy use would destroy the natural habitat of the sand spit, and he believes this will be addressed in the Shoreline Master Program. He thanked the Planning Commission and Mayor Hunter for working with staff to develop this update. He pointed out that because of the hard work performed by Kristin Moerler to accomplish the work in-house, the city saved \$120,000.

2. Public Hearing and First Reading of Ordinance – Portal Signs. Tom Dolan gave a brief background for this ordinance that would allow portal signs on city-owned docks and piers to advertise publically owned facilities. He answered Council questions.

Mayor Hunter opened the public hearing at 7:18 p.m. There were no public comments and the hearing closed. This will return for a second reading at the next meeting.

STAFF REPORT:

Councilmember Young explained that the current tenant at the Wilkinson Farm house had lived there before the city purchased the property and is moving out at the end of June. He asked if the other Councilmembers wanted to continue renting the property, voicing concern with the city acting as landlord.

Councilmembers discussed the benefit of having someone live on the property to discourage vandalism and voiced a desire to take sufficient time to find the right renter.

Councilmember Young said if Councilmembers had any comments on the County-Wide Planning Policy Amendments to let him know by Thursday.

Councilmember Malich said that because our Senator and Representatives have come to speak before council that there should be equal opportunity for opponents to do the same. He then voiced concern with a recent accident in front of Lighthouse Marine on the corner of Stinson and Harborview.

Council further discussed the problems with the boaters parking on the sidewalk at this business location. Mayor Hunter said he would take it up with the Police Department encouraging them to find solutions.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Marine Outfall Open House – Tue. June 15th 4:00 p.m.
2. Operations Committee Thu. Jun 17th CANCELLED.
3. Finance / Safety Committee – Mon. Jun 21st at 3:30 p.m. **Early start time.**
4. Council Workstudy Session – Mon. Jun 21st at 5:30 p.m.
5. GH North Traffic Options Committee – Wed. Jul 14th at 9:00 a.m. **Final meeting.**
6. Civic Center Closed for Independence Day – Mon. Jul 5th.
7. Elected Officials Appreciation Event – Milgard Family HOPE Center Tues. July 6th at 4:30 p.m.

ADJOURN:

MOTION: Move to adjourn at 7:30 p.m.
Payne / Young – unanimously approved.

CD recorder utilized: Tracks 1002 – 1025

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

June 15, 2010

SPECIAL OCCASION # 093952

COMMUNITIES IN SCHOOLS OF PENINSULA
15921 84TH ST KPN
LAKEBAY WA 98349

DATE: AUGUST 21, 2010

TIME: 5 PM TO 9 PM

PLACE: GIG HARBOR BOYS & GIRLS CLUB HOPE CENTER HALL, 8502 SKANSIE AVE,
GIG HARBOR

CONTACT: LAURIE WALDEN

253-884-5733

SPECIAL OCCASION LICENSES

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

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

- 1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

Table with 2 columns: OPTIONAL CHECK LIST and EXPLANATION. Rows include LAW ENFORCEMENT, HEALTH & SANITATION, FIRE, BUILDING, ZONING, and OTHER: with YES/NO checkboxes.

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

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

NOTICE OF LIQUOR LICENSE APPLICATION



[Handwritten signature]

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 6/17/10

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

UBI: 602-962-618-001-0001
License: 080669 - 1U County: 27
Tradename: THE WINE STUDIO
Loc Addr: 3123 56TH # 5 ST NW
GIG HARBOR WA 98335-1363
Mail Addr: 4411 155TH ST NW
GIG HARBOR WA 98332-9077
Phone No.: 360-286-4482 DIANA L BECK

APPLICANTS:
THE WINE STUDIO LLC
BECK, DIANA L
1969-07-15

Privileges Upon Approval:
TAVERN - WINE

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

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



Subject: RE-APPOINTMENT TO THE PLANNING COMMISSION

Proposed Council Action:

A motion to re-appoint Harris Atkins to serve another four-year term on the Planning Commission

Dept. Origin: Administration

Prepared by: Mayor Hunter

For Agenda of: June 28, 2010

Exhibits: Letter of Interest

Initial & Date

Concurred by Mayor:

CLH 6/17/10

Approved by City Administrator:

N/A

Approved as to form by City Atty:

N/A

Approved by Finance Director:

N/A

Approved by Department Head:

N/A

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

Harris Atkins' position on the Planning Commission expires at the end of June. Per policy, we advertised for interest in serving on the commission. Mr. Atkins submitted a letter requesting re-appointment. No other letters of interest were received.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Board and Commission Candidate Review Committee concurred with my recommendation to re-appoint Harris Atkins.

RECOMMENDATION / MOTION

Move to: Re-appoint Harris Atkins to serve another four-year term on the Planning Commission ending June, 2014.

APR 19 2010

CITY OF GIG HARBOR

3139 Anne Marie Court
Gig Harbor, WA 98335
April 16, 2010

Mayor Chuck Hunter
3510 Grandview Street
Gig Harbor, WA98335

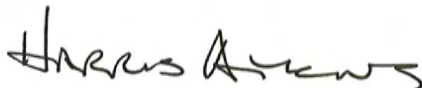
Dear Mayor Hunter,

I am writing to request reappointment to the City of Gig Harbor's Planning Commission. I have served on the Commission for five years and my current term expires in June. I believe that the next four years will provide opportunities, through Comprehensive Plan updates and the development of more detailed neighborhood planning, to continue to define and strengthen the quality of life for our community. I would like to be a part of that effort.

I have enjoyed serving on the Commission. We have a good group of knowledgeable, sincere individuals who can debate contentious issues in an objective way. We have excellent staff support. Tom Dolan, Jennifer Kester and Peter Katich provide thorough and timely information to support our agenda and Diane Gagnon and Cindy Andrews provide valuable support documenting our meetings. I also appreciate the opportunities to meet with you, members of the City Council and City Administrator Rob Karlinsey. These interchanges, as well as the weekly City activity reports, help us better understand the objectives and concerns of City leaders which in turn allows us to do a better job and reinforces our role in City government.

Thanks for consideration of my request. Should you have questions, I can be reached at 253-858-6270 or by e-mail at harrisa@centurytel.net.

Regards,



Harris Atkins

CC: ✓ Rob Karlinsey
Tom Dolan
Joyce Ninen



Business of the City Council
City of Gig Harbor, WA

Subject: Boating Safety Agreement with
Pierce County Sheriff's Department

Proposed Council Action: Approval of
Boating Safety Agreement as presented

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: June 28th, 2010

Exhibits: Boating Safety Agreement

Initial & Date

Concurred by Mayor: CLH June 14/10

Approved by City Administrator: POK

Approved as to form by City Atty: NA

Approved by Finance Director: _____

Approved by Department Head: [Signature]

Expenditure Required	up to \$12,129.00	Amount Budgeted	\$12,129.00	Appropriation Required	0
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INFORMATION/BACKGROUND

Local jurisdictions that offer boating safety services approved by the State of Washington must enter into a cooperative agreement with Pierce County in order to receive an equitable share of the vessel registration fees distributed to Pierce County each year. Our equitable share of vessel registration fees in 2010 will be \$12,129.00. This money is used to support our boating safety program by funding the salaries of officers and the operational costs associated with our patrol boat and marine enforcement program.

CITY OF GIG HARBOR BOATING SAFETY PROGRAM AGREEMENT

This agreement entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY) witness that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington Counties that have approved boating safety programs; and

WHEREAS, the County has an approved boating safety program; and

WHEREAS, the annual distribution of vessel registration fees in the amount of \$202,148.00 has been received by the County; and

WHEREAS, pursuant to WAC 325.65.30, the legislative authority of each County with an approved boating safety program will be responsible for equitable distribution of funds allocated by the State Treasurer to local jurisdictions with approved boating safety programs within the County; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the County and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the city has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the County; and

WHEREAS, the County and the City desire to enter into a cooperative agreement;

NOW THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356.65.040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating funding.

2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this agreement.
3. The City agrees to submit an annual report of activities performed and participate in state-wide boating surveys as required by State parks. Additionally, in accordance with WAC 352.65.060, and annual program assessment and report of activities of the local jurisdiction boating safety program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is **\$12,129.00**. The County agrees to deliver to the City Treasurer a check in that amount.
5. No changes or additions shall be made to this agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required by the execution of this agreement.
6. The laws of the State of Washington shall govern this agreement. The parties stipulate that any lawsuit regarding this agreement must be brought in Pierce County Washington.
7. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provision of this agreement shall remain in full force and effect.
8. This agreement shall take effect upon the signature of both parties and shall remain in effect until December 31, 2010 unless sooner extended by written agreement of the parties.

End of agreement. Signature page immediately following.



Subject: Modifications to WWTP Digesters #2 and #3 Aeration Systems – Design Services Contract.

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with H.R. Esvelt Engineering not to exceed \$12,500.00.

Dept. Origin: Public Works/Engineering

Prepared by: Darrell Winans *DW*
WWTP Supervisor

For Agenda of: June 28, 2010

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: *CLH June 10/2010*

Approved by City Administrator: *POK 6/10/2010*

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

Approved by Finance Director: *CP 6/14/10*

Expenditure Required	\$12,500.00	Amount Budgeted	\$40,000.00	Appropriation Required	0
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INFORMATION / BACKGROUND

As part of the 2010 expansion, Digester #3 will become inoperable without the installation of an aeration system. We planned and budgeted funds in the 2010 annual budget to design, purchase and construct the new aeration system.

FISCAL CONSIDERATION

The funds for this contract are included in the 2010 operations budget for professional services.

BOARD OR COMMITTEE RECOMMENDATION

Approved as part of the 2010 budget.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute a Consultant Services Contract with H.R. Esvelt Engineering not to exceed \$12,500.00

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
H. R. ESVELT ENGINEERING**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and H.R. Esvelt Engineering, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Expansion of the Wastewater Treatment Plant which requires Design Services for Construction of Digesters #2 and #3 Aeration Systems with Diffusers Installed in #3 and Interconnecting Piping, Bridge and Appurtenances and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 2, 2010, 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

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (12,500.00) for the services described in Section 1 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. 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 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. 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, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. 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.

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. 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.

12. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. 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 subconsultants 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.

14. 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.

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the 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.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
H. R. Esvelt Engineering
ATTN:
H. Richard Esvelt, P.E.
6450 N.E. Brigham Rd.
Bainbridge Island, WA 98110
(206) 842-7988

City of Gig Harbor
ATTN: Darrell Winans
WWTP Supervisor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

17. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

18. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____
day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

H. R. ESVELT ENGINEERING

Environmental Engineering

June 2, 2010

City of Gig Harbor
117 South Eight Street
Tacoma, WA 98402

Attention: Steve Misuak, P.E.

Subject: City of Gig Harbor Wastewater Treatment Plant Construction

Reference: Proposal for providing process and design services for Construction of Digesters #2 and #3 Aeration Systems with diffusers installed in #3 and interconnecting piping, bridge and appurtenances

Scope of Services:

1. Production of drawings with Process Plan and Sections, including drafting, to be furnished with signed P.E stamp in electronic format as half-size PDF files (full sized drawings will be submittal as per City requirements for Conformed Drawings).
2. The revision of Gig Harbor WWTP Phase 1 Improvement process drawings, including drafting, to be furnished with signed P.E stamp to the City in electronic format as half-size PDF files (full sized drawings will be submittal as per City requirements for Conformed Drawings).
3. Assist in negotiations with Enviroquip for provision of the bridge and equipment, at the completion of the City accepted process drawings.
4. Submittal Review.
5. Site visits for construction for assistance and observation of Digester #3 Bridge & Diffuser installation.

Compensation:

I will bill my services as time and materials billing format each month, for the not-to-exceed amount of \$12,500 (shown on the attached Fee Proposal Spreadsheet), without written approval of The City of Gig Harbor. Invoices are due within 30 days after receipt.

Insurance:

H. R. Esvelt Engineering will maintain Professional Liability Insurance of \$1,000,000 and Comprehensive General Liability of \$1,000,000.

Sincerely,
H. R. Esvelt Engineering



H. Richard Esvelt, P.E.

APPROVED:

City of Gig Harbor

Attachment: Fee proposal spreadsheet

6450 N.E. Brigham Rd., Bainbridge Island, WA 98110 206-842-7988 c: hresvelt@earthlink.net

Exhibit B

City of Gig Harbor

ENGINEERING FEE PROPOSAL SUMMARY					
H. R. Esvelt Engineering					
Engineering Services for WWTP Digester #3 - DOCUMENTS					
City of Gig Harbor WWTP Phase 1 Improvements					
		HRE \$160	drafting \$65		
NO	DESCRIPTION OF PHASE SERVICES				BUDGET
		ENGR	DRAFT	Expense	Total
Design revision services					
1	Process Design & Coordination with City Staff	4	-	\$50.00	\$690.00
2	New drawings	16	24		\$4,120.00
3	Drawings from Phase 1 documents revised	8	16		\$2,320.00
4	Specifications and estimate of proable costs	8			\$1,280.00
4	Document submittal	6	4	\$300.00	\$1,520.00
5	Review of Submittals	6			\$960.00
6	Trips to site for observation & assistance; meetings (2)	10			\$1,600.00
DESIGN REVISION TOTALS		58	44	\$350.00	\$12,500.00

Gig Harbor WWTP
Clarifier #2 / 5th RAS pump
Bid Documents



Subject: Robinson, Noble & Saltbush
Consultants Contract for a Phase II
Environmental Review of McCormick Creek
Plat Wetland tracts (near 10023 Burnham Dr.).

Proposed Council Action: Approve and
Authorize the Mayor to execute the
Agreement with Robinson, Noble & Saltbush
for a Phase II Environmental Review of the
Parcels near 10023 Burnham Drive.

Dept. Origin: Planning Department

Prepared by: Cliff Johnson, Associate Planner

For Agenda of: June 28, 2010

Exhibits: Consultants Contract and Exhibits

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

Handwritten initials and date: CLH 6/23/10

Handwritten note: by email 6/22/10

Handwritten initials and date: CJR 6/22

Handwritten signature: JK FOR TAM POLAN

Table with 4 columns: Expenditure Required, Amount \$7,300, Budgeted, ** see fiscal consideration below, Appropriation Required

INFORMATION/BACKGROUND

On April 26, 2010 the City Council authorized the Mayor to execute a Development Agreement (DA) with McCormick Creek, LLC. As part of the DA, McCormick Creek, LLC agreed to grant the City easements over two wetland tracts within the McCormick Creek Plat. The easements will allow the City to construct portions of the Cushman Trail through the wetland tracts at such time as money for the trail becomes available. The DA acknowledged the City's right to conduct necessary studies to determine the suitability of the wetland tracts for development of the Cushman Trail.

On May 10, 2010 the Council authorized the Mayor to execute an agreement with Robinson, Noble & Saltbush to conduct a Phase I Environmental Review of the parcels. The Phase I Review was completed in early June 2010, and identified that the sites are adjacent to an active refueling station (Conan Fuel) that has a documented petroleum release into groundwater. The Phase I Assessment concluded that it is likely that petroleum hydrocarbons have impacted the subject site. Based on the conclusion of the Phase I study, a Phase II study to examine the extent of these potential impacts is warranted. The purpose of this contract is to conduct a Phase II environmental study of the wetland tracts.

FISCAL CONSIDERATION

As part of the McCormick Creek Development Agreement, the developer has granted funds in the amount of \$10,000 to the City. The purpose of these funds is to conduct an environmental review of the property and other such studies as deemed necessary by the City. The City has utilized \$3,250 for the Phase I study, leaving \$6,750. The \$7,300 proposed in the attached

contract would require \$550 in excess of the \$10,000 that the developer has already paid to the City. The \$550 would need to come from the general fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the contract with Robinson, Noble & Saltbush for a Phase II Environmental Site Assessment on McCormick Creek Plat wetland tracts located near 10023 Burnham Drive, not to exceed \$7,300.00.

**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 (the "City"), and Robinson, Noble & Saltbush, Inc, a corporation organized under the laws of the State of Washington (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; 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 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

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed seven thousand three hundred dollars and no cents (\$7,300.00) for the services described in Section 1 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. 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 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 6, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The

Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. 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.

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. **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.

12. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. **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 subconsultants 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.

14. **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.

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

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the 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.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director 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

prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

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: Tom Dolan
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



ROBINSON
NOBLE

Consent Agenda - 7
Page 9 of 16

JUN 17 2010

CITY OF GIG HARBOR

June 16, 2010

Rob Karlinsey
City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Phase II Burnham Drive

Dear Mr. Karlinsey,

Robinson Noble has prepared this discussion of proposed tasks for completing a Phase II investigation on the Burnham Drive property. We recommend a Phase II investigation to examine the extent of potential impacts from a neighboring parcel known to be contaminated by petroleum hydrocarbons. The tasks outlined herein are based on information discovered during a Phase I completed on June 1, 2010. It is our understanding the City of Gig Harbor (City) is interested in acquiring an easement and subsequent ownership of a portion of four parcels currently under development on Burnham Drive. The exact site location is shown on the attached figure.

During the Phase I investigation, our review of government agency information identified a known contaminated property adjacent to the subject property. The Conan Fuel property is located at 10320 Burnham Drive NW and is listed on the ALLSITES, LUST, UST, and ICR databases. The Conan Fuel property is approximately 100 feet west of the western corner of the subject property. The subject site and neighboring property are separated by Burnham Drive. Our Phase I investigation sited the Conan Fuel property as a recognized environmental condition with the potential to impact the subject site.

This Phase II scope of work is designed to address the presence or absence of petroleum hydrocarbons associated with a groundwater plume presumed to extend from the neighboring property. To accomplish this, we propose a series of two to four borings be completed into groundwater, with each boring being subjected to field screening of continuously collected soil samples. Each boring will be completed with a temporary screen and riser to allow for the collecting of discrete groundwater samples. At least one, possibly two, soil samples will be collected from each boring and submitted to an on-site mobile laboratory for analysis along with the groundwater sample from each temporary well. Each soil and groundwater sample will be analyzed for all selected target compounds. Target compounds for this project will be gasoline-range organics (GRO). The GRO analytes include: gasoline, benzene, toluene, ethylbenzene, total xylenes, 1,2-dichloroethane (EDC), 1,2-dibromoethane (EDB), total naphthalenes, and methyl tertiary butyl ether (MTBE).

EXHIBIT A

We understand the property is currently undeveloped and brush covered. Prior to mobilization of the drilling rig, site access will need to be arranged. Any site preparation, including the clearing of brush, has not been addressed in this cost estimate. For the purposes of this estimate we will assume a path will be cut through the brush to provide access for a small tractor mounted direct-push drilling rig. The rig will be capable of reaching depths of 15 to 20 feet below ground surface. This should be adequate for our sampling needs.

The drilling approach will be to complete the first boring and temporary well within the westernmost parcel (attached figure). While collecting the water sample from this location, drilling will begin at location 2, approximately 300 feet east of location 1 within the larger eastern parcel. The analytical results from the on-site mobile lab will guide the drill locations of the remaining borings. Should the first location be identified as being impacted by the neighboring contaminant plume, we will hold off temporarily until the results of the second boring are available. If the second boring is also impacted, the drilling will be ceased. If, however, location 1 is free of any contaminants, drilling will proceed to complete a third boring. The location of the third boring is planned south of location 1, again within the westernmost parcel. It is likely, if we only advance and complete sampling from two borings, that field activities will require a half day. Depending on site access, we may be able to complete three borings in a half day as well.

Cost Estimate

Based on our understanding of the project and the conditions outlined in this scope, we estimate the cost of our services, as described above, assuming a full day of drilling and mobile laboratory services, to be \$7,300. If only a half day is required, there will be some savings.

Robinson Noble works on a time-and-expense basis according to the attached General Fee Schedule. This estimate will remain valid for 180 days from the date of this scope. We are a consulting-services business and will not provide any materials for this project.

As a cost-savings measure for our clients, each Robinson Noble employee charges their time on a project according to the level of expertise required for a given task (i.e., employees may have more than one billing rate). This allows us to make use of our more experienced staff without unduly impacting project costs, but also means that our clients only pay for the level of expertise applied.

This project estimate does not include costs for any extra insurance, business licenses or fees, or applicable local taxes that might be necessary to complete the project. We will request that these additional costs be added to the above total estimate when they become known to us. Rental costs for our standard field equipment and any specialized equipment as detailed in this scope are included in the above estimate. Should additional equipment be deemed necessary or warranted in order to properly complete the project, we will submit a change in scope request with estimated costs based on the equipment rental schedule included in the General Fee Schedule.

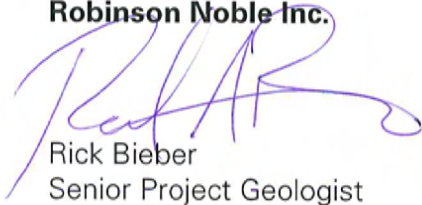
Should the City decide to pursue some or all of the work discussed above, we can complete the work under an amendment to our existing contact. Alternatively, the City can provide a new contract for this scope of work.

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 City. If at any

time prior to or during this project City identifies a concern or problem with our work or progress that cannot be resolved by the assigned Robinson Noble project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

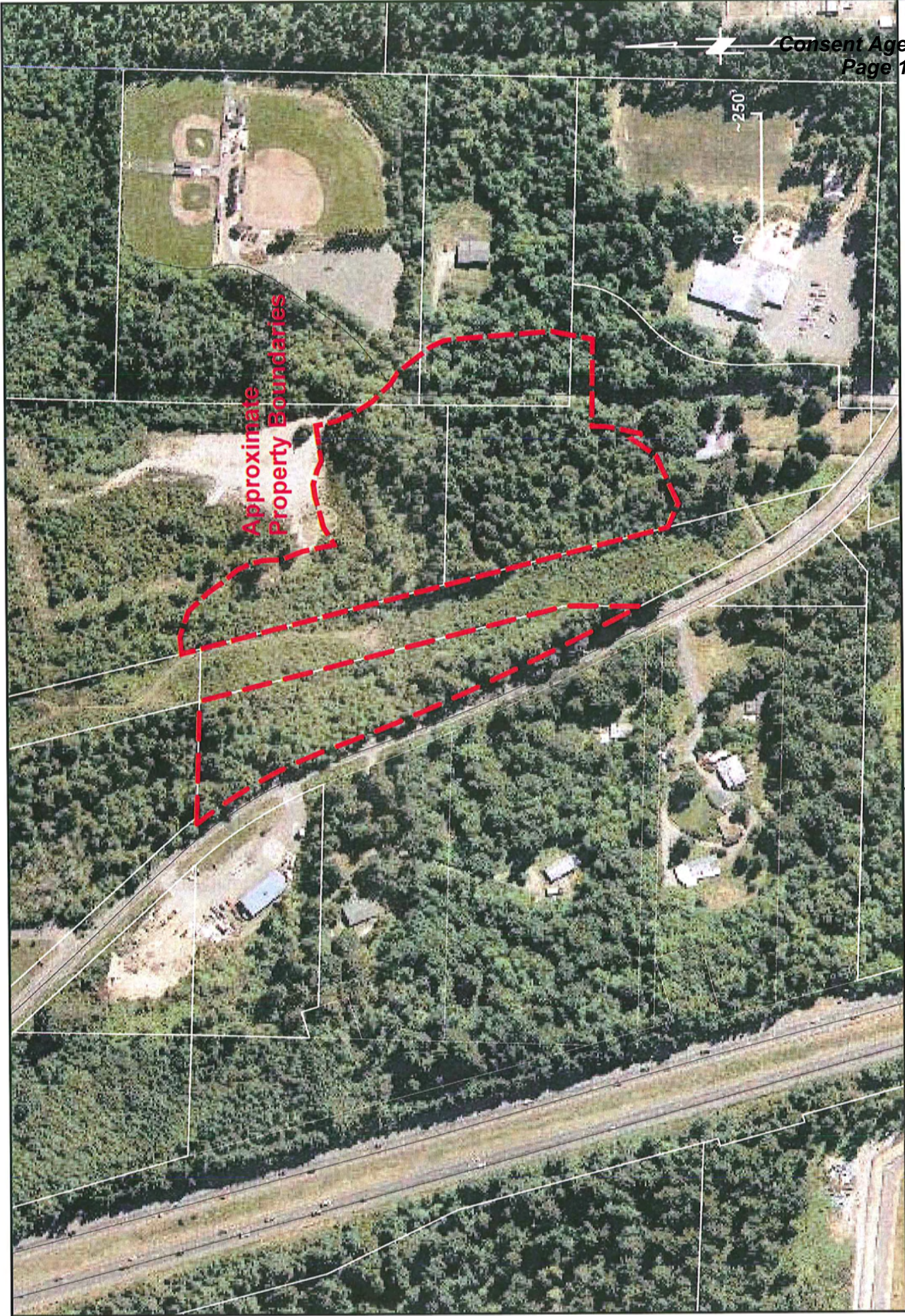
If you have questions or need additional information, please contact us. Thank you for the opportunity to be of service.

Respectfully Submitted,
Robinson Noble Inc.



Rick Bieber
Senior Project Geologist

attachment



Approximate
Property Boundaries

~250'
0'
500'

Pierce County
T 21 N/R 02 E - 31
Scale 1" = 1000'

PM: RAB
May 2010
1326-020A

Note:
Image from
Tacoma govME
Website





ROBINSONSM
NOBLE

General Fee Schedule

June 2010

Professional Position	Typical Duties	Fee Per Hour
Principal Engineer/ Hydrogeologist/ Environmental Scientist	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison.	\$128 - \$170
Senior Associate Hydrogeologist/Engineer/ Environmental Scientist	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$116 - \$150
Associate Engineer/ Hydrogeologist/ Environmental Scientist	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$106 - \$128
Senior Engineer/ Hydrogeologist/ Environmental Scientist	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$96 - \$128
Senior Project Engineer/ Hydrogeologist/ Environmental Scientist	Senior project level field services; data collection, reduction, interpretation and analysis; and report writing.	\$96 - \$128
Project Engineer/ Hydrogeologist/ Environmental Scientist	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$96 - \$106
Draftsperson/Technician	Technical illustration/CADD, production layout, technical aide.	\$75 - \$86
Legal Support/Testimony	Expert witness services.	150% of above rates

Service Category	Typical Duties	Fee Per Hour
Senior Field Staff/Field Staff	Field support services (non-degreed staff) 4-hour minimum	\$65 - \$80
Administrative Services	Contracts, technical specifications, administrative tasks, grammatical editing.	\$65 - \$75
Typist/Clerical Support	Word processing, report preparation or reproduction, general office tasks	\$60 - \$65
Subcontracts/ Management Fee	Professional Services Outside Laboratory Services Construction Subcontracts	15% 15% 15%
Other Costs	Travel (Auto) Travel (Other) Per Diem Other Direct Expenses Field and Laboratory Testing/ Equipment Rental	\$0.62/mile Cost +10% Prevailing State wage +10% Cost +10%
See following pages		

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

EXHIBIT B

Hydrogeologic Equipment Rental Schedule
June 2010

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	First five days	\$80
	Each day thereafter	\$27.50
Field Laptop Computer	Per day	\$30
Electric Water Level Sounder(s)	0 to 300 ft	Flat fee per project
	over 300 ft	Flat fee per project
		\$30
		\$60
DC Submersible Purge Pump (Single Stage)	Per pump	\$80
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)	Per day	\$1,100
Downhole Analog Caliper Logging Equipment	Per well	\$100
Draw Works	Per well	\$525
Mechanical Sieve Sample Equipment	Flat fee per well	\$50
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment	Per day	\$200
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated

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

**Environmental Equipment Rental and Consumable Schedule
June 2010**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$30
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump (Single stage)	Per pump	\$80 first pump, \$40 each
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
DC-operated Peristaltic Pump	Per day	Additional pump \$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
<u>Consumable Items:</u>		
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.

**Geotechnical Field and Laboratory Testing Schedule
June 2010**

Test		Fee
Slope Inclinator	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$190
Sieve Analyses (Gradations-Wet Sieve)	Each	\$140
Hydrometer Analysis	Each	\$165
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20

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



Subject: Installation Plans authorization for
Dust Collection System at Eddon Boat

Proposed Council Action: Approve and
authorize the Mayor to execute the
agreement with Scott & From Co., Inc. to
finalize installation plans in an amount not to
exceed \$3,641.00.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: June 28, 2010

Exhibits: Consultants Contract
and Exhibits

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$3,641, \$3,641, -0-

INFORMATION / BACKGROUND

In 2006, the State approved the City's \$1 million grant request to restore the Eddon Boat Building for public access. As part of the work, a Dust Collection System is required so that the public can view and participate in boatbuilding events and activities. \$19,800 was budgeted in the 2006 Heritage Grant for the purchase and installation of this equipment. Scott & From Co., Inc. will provide the required relief vent fabrication and explosion vent installation work for the final installation of the dust collection system. This work is covered by the Heritage Grant.

FISCAL CONSIDERATION

The Dust Collection System was a line item in the Heritage Grant request and will be reimbursed at 100%.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the contract with Scott & From Co., Inc., not to exceed \$3,641.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SCOTT & FROM CO. INC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and SCOTT & FROM CO, INC, a corporation organized under the laws of the State of WASHINGTON (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Eddon Boat Building Restoration Project and desires that the Consultant perform services necessary to provide the following consultation services; 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 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

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed three thousand six hundred thirty-one dollars and no cents (\$3,631.00) for the services described in Section 1 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. 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 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 6, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. 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.

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. 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.

12. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. 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 subconsultants 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.

14. 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.

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the 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.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT: Doug Nugent
SCOTT & FROM CO. INC.
3820 South Junett
Tacoma, WA 98409
(253) 473-6644

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A - Scope of Work

1. Fabricate 48" x 48" x 12" long duct section using stainless steel. ½" mesh bird screen to be installed on each end. Installation by others.
2. Provide one Ruskin Model NMS5 Fabric Blade Relief Damper. Installation by others.
3. Fabricate and install 12" round stainless steel duct from end of explosion relief fitting to outside of roof. This duct includes approximately 5 ½ feet of straight duct, one 90 degree fitting and one 45 degree fitting. Bird screen is to be installed at the end of the 45-degree fitting.
4. Fabricate and install one stainless steel roof flashing for a 12" round opening.
5. Provide and install all necessary supplies to install No. 3 and 4 above, including support angles.



SCOTT & FROM CO., INC.

Sheet Metal Contractors

3820 South Junett * Tacoma, Washington 98409

(253) 473-6644 * FAX (253) 473-3992

EXHIBIT A



CHANGE PROPOSAL COST SUMMARY

PROJECT NAME: GIG HARBOR BOAT HOUSE CHANGE NO: FL036

DESCRIPTION OF CHANGE: DUST COLLECTOR DUCT AND FITTINGS

SUBMITTAL DATE: NOTE: 6/21/10

LABOR:	HOURS	RATE	TOTAL
SHOP	10	\$ 41.14	\$ 411.00
SHOP FRINGES	10	\$ 28.66	\$ 287.00
FIELD	12	\$ 45.25	\$ 543.00
FIELD FRINGES	12	\$ 30.16	\$ 362.00
TOTAL LABOR			\$ 1,603.00

MATERIAL:	\$ 492.00
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EQUIPMENT:		
RELIEF DAMPER		\$726.00
TOTAL EQUIPMENT		\$ 726.00

OTHER COSTS:			
SAFETY	0% OF LABOR		\$ -
SMALL TOOLS	3% OF LABOR		\$ -
CLEAN UP	0% OF LABOR		\$ -
DELIVERY			\$0.00
SUBSISTENCE	\$50/DAY		
SHOP DRAWINGS REVISIONS	40 HRS		\$ -
LIABILITY INS.	0% OF LABOR		\$ -
TOTAL OTHER COSTS			\$ -

SUB TOTAL	\$ 2,821.00
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OVERHEAD	17%	\$ 480.00
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PROFIT	10%	\$ 330.00
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USE TAX ON MATERIALS & EQUIPMENT	\$ -
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TOTAL PRICE	\$ 3,631.00
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EXHIBIT B

Project: GIG HARBOR BOAT HOUSE
 Change No.: PRICING
 Description of Change: DUCT COLLECTOR DUCT

Scott & From Co., Inc.

DATE: 06/21/10

NEW WORK

SHOP LABOR

FAB STAINLESS STEEL DUCT (WELDED)
 FAB GALV. DUCT & FITTINGS

4 HRS
 6 HRS

SHOP HOURS

10 HRS

FIELD LABOR

INSTALL SS DUCT & FITTINGS
 INSTALL GALV. DUCT

8 HRS
 4 HRS

TOTAL FIELD

12 HOURS

MATERIAL

GALV. MATERIAL
 STAINLESS
 BIRD MESS
 SUPPORT ANGLES

\$ 30.00
 \$ 402.00
 \$ 25.00
 \$ 35.00

TOTAL MATERIAL

\$ 492.00

EQUIPMENT

BACKDRAFT DAMPER

\$ 726.00



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

Subject: Eddon Boatyard Dock Reconstruction Project – Construction Contract and Surveying Contract Award

Proposed Council Action:

A. Award and authorize the Mayor to execute a Public Works Contract with Marine Floats Corporation in an amount not to exceed two hundred thirteen thousand six hundred fifty-six dollars and four cents (\$213,656.04) and authorize the City Engineer to approve additional expenditures in the not to exceed amount of \$10,000 to cover any cost increases that may result from contract change orders.

B. Authorize the Mayor to execute a consultant services contract with Prizm Surveying, Inc. for surveying services in an amount not to exceed \$2,500.00.

Dept. Origin: Public Works

Prepared by: Marcos McGraw *MRM*

For Agenda of: June 28, 2010

Exhibits: Public Works Contract and Surveying Contract 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:

CLH 6/23/10
by email 6/23/10
6-22
SM

Expenditure Required	\$ 262,261.04	Amount Budgeted	\$ 243,000.00	Appropriation Required	See "Financial Consideration"
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INFORMATION/BACKGROUND

This contract provides for the reconstruction of the Eddon Boat Pier with a new float. The City received the following bids in the amount shown below. The lowest responsible bidder was Marine Floats Corporation.

BID RESULTS

The City received bids from six different contractors for the Eddon Boatyard Dock Reconstruction Project. The Engineer's Opinion of Probable Cost for the work was \$176,366.80. Each sealed bid was received by the City of Gig Harbor on June 15, 2010. Bid results of the lowest three bids are summarized below:

BIDDER	BID AMOUNT
1. Marine Floats Corporation	\$ 213,656.04
2. Quigg Borthers	\$ 263,938.82
3. Redside Construction	\$ 317,286.80

FISCAL CONSIDERATION

The 2010 City of Gig Harbor Budget includes funding for this work in the Parks Development Division Capital budget, which is provided by a State Heritage Grant. The grant agreement includes an appropriation of 2% of the value of the grant to reimburse the Washington State Historical Society for managing the grant contract. The additional costs for this project will be drawn from the money saved by other capital projects that were completed under budget. The budget summary for this item is provided in the table below:

2010 Budget for Parks Development Division, Objective No. 7 (Eddon Boat Dock Reconstruction)	\$ 243,000.00
Historical Society reimbursement (2%)	(\$ 4,860.00)
Sitts & Hill Engineers (design & const. support)	(\$ 32,410.00)
Grant amount available for construction	\$ 205,730.00
Anticipated 2010 Expenses:	
Bid Option 2 – fixed pier, float & bulkhead	(\$ 213,656.04)
Change Order Authority for Public Works Contract	(\$ 10,000.00)
Surveying Contract	(\$ 1,335.00)
Remaining 2010 Budget =	- \$19,261.04

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Staff recommends approval of proposed council action A and B above.

**EDDON BOATYARD DOCK RECONSTRUCTION PROJECT
CPP-0915**

PUBLIC WORKS CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2010, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Marine Floats Corporation, organized under the laws of the State of Washington, located and doing business at, 1208 East D Street, Tacoma, Washington 98421, 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 will provide for all the work and furnish all the labor, materials, tools, and equipment necessary for the construction of Eddon Boatyard Dock Reconstruction Project, all in accordance with the Contract Plans and the Project Manual, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Eddon Boatyard Dock Reconstruction Project, CPP-0915," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Two Hundred Thirteen Thousand Six Hundred Fifty-six Dollars and Four Cents (\$213,656.04), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within 7 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten (10) calendar 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 shall be physically completed within 90 calendar days. Also, work within the limits of the ordinary high water mark (OHWM) must be completed between June 15, 2010 and by March 14, 2011. No extensions will be considered.
2. The Contractor agrees to pay the City the sum of \$200.00 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," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, "Amendments" and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions and Supplement to Division 1.

- 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:

(sign after contractor)

 Charles L. Hunter, Mayor date
 City of Gig Harbor

_____ date
 Print Name: _____
 Print Title: _____

ATTEST:

(sign after contractor)

 City Clerk date

APPROVED FOR FORM:

_____ date
 City Attorney

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and PriZm Surveying, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Eddon Boat Dock Reconstruction Project and desires that the Consultant perform services necessary to provide the following consultation services; 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 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

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Thousand Three Hundred Thirty-five Dollars and Zero Cents (\$1,335.00) for the services described in Section 1 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. 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 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by September 30, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

{ASB714519.DOC;1/00008.900000/}

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 per 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 coverages 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 upon request.

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.

9. **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.

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. 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.

12. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. 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 subconsultants 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.

14. 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.

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the 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 and the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
 PriZm Surveying, Inc.
 ATTN: Aaron B. Blaisdell, P.L.S.
 PO Box 110700
 Tacoma, WA 98411
 (253) 404-0983 FAX (253) 404-0984

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

17. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____
day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

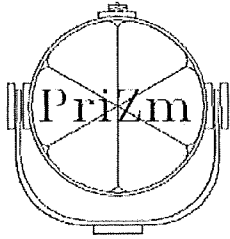
By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



PRIZM SURVEYING INC.

P.O. Box 110700
Tacoma, WA 98411
Office: 253-404-0983
Fax: 253-404-0984
ablaisdell@prizmsurveying.com

May 11, 2010

Mr. Marcos R. McGraw
City of Gig Harbor
Project Engineer

Re: REVISED - Eddon Boat Park Dock Pile Verification, Gig Harbor, WA

Dear Mr. McGraw,

Prizm Surveying is pleased to provide this proposal for a Verification Survey at the City of Gig Harbor's Eddon Boat Park site. The following is our proposed scope of services and attached general conditions.

SCOPE OF SERVICES

Task 1 – Verification of Pile Placement at opposite ends of proposed dock

1. Utilize prior survey control of the site used on construction plans.
2. Locate and verify two (2) pile placement locations prior to driving into ground at each end of the proposed dock.
3. Compare the locations are within 0.5' of plan location. If pile locations are found to be outside of 0.5' of planned location, we will reduce the field notes, plot data obtained from the survey, and prepare an AutoCAD drawing of the above data. The data will then be forwarded to the City of Gig Harbor for resolution.

The estimated cost for Task 1 services is \$1,335.00.

This cost is broken down as follows:

PROFESSIONAL LAND SURVEYOR	1 hours @	\$105.00/hr
SURVEY CREW	8 hours @	\$125.00/hr
OFFICE SUPPORT	2 hours @	\$85.00/hr
ADMINISTRATION	1 hour @	\$60.00/hr

Exhibit A - Scope of Work

1. Fabricate 48" x 48" x 12" long duct section using stainless steel. ½" mesh bird screen to be installed on each end. Installation by others.
2. Provide one Ruskin Model NMS5 Fabric Blade Relief Damper. Installation by others.
3. Fabricate and install 12" round stainless steel duct from end of explosion relief fitting to outside of roof. This duct includes approximately 5 ½ feet of straight duct, one 90 degree fitting and one 45 degree fitting. Bird screen is to be installed at the end of the 45-degree fitting.
4. Fabricate and install one stainless steel roof flashing for a 12" round opening.
5. Provide and install all necessary supplies to install No. 3 and 4 above, including support angles.



Subject: Hydrogen Sulfide Gas Monitoring and Structural Degradation Evaluation on Manholes Downstream of the Canterwood Subdivision.

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Parametrix Inc. not to exceed \$11,597.00.

Dept. Origin: Public Works/Engineering

Prepared by: Darrell Winans *DW*
WWTP Supervisor

For Agenda of: June 28, 2010

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: CLH June 7/10

Approved by City Administrator: PK

Approved as to form by City Atty: ok'd by email

Approved by Finance Director: PK/DR

Expenditure	Amount	Appropriation
Required \$11,597.00	Budgeted <i>see below</i>	Required 0

INFORMATION / BACKGROUND

The City has denied hook up of any new sewer connections in the Canterwood area until the City can determine, without a doubt, the source and the amount of degradation caused by hydrogen sulfide gas. After the study is completed, repairs will be initiated to the damaged infrastructure. We will then assess and recover costs incurred to make those repairs as set forth in written agreements and by law.

FISCAL CONSIDERATION

Sufficient funds exist in the 2010 Budget to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute a Consultant Services Contract with Parametrix Inc. not to exceed \$11,597.00

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PARAMETRIX**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Parametrix Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Collection System Evaluations and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 2010, 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

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eleven Thousand Five Hundred Ninety Seven Dollars and Zero Cents (11,597.00) for the services described in Section 1 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. 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 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 30, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The

Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. 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.

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. **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.

12. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. **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 subconsultants 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.

14. **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.

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

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the 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.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director 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

prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Parametrix Inc.
ATTN:
David Kopchynski
2102 N. Pearl Street, Suite 106
Tacoma, WA 98406
(253) 752-9862

City of Gig Harbor
ATTN: Darrell Winans
WWTP Supervisor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

EXHIBIT A – SCOPE OF WORK PROPOSAL

City of Gig Harbor

Sewer Manhole Odor and Corrosion Control Action Plan Development

Scope of Work – June 2010

Parametrix will provide City of Gig Harbor Collections System Staff with an action plan on addressing manhole odor and corrosion issues within City's sewer collection system. The action plan will be used as a road map to 1) To conduct basic corrosion and structural evaluations of select collection system manholes; 2) Identify manhole corrosion repair techniques; 3) Determine order of magnitude costs for manhole corrosion repairs; and 4) Provide recommendations to control hydrogen sulfide based odor releases from system manholes. This Scope of Work contains the following Phase and Tasks:

PHASE 1 – MANHOLE ODOR AND CORROSION CONTROL ACTION PLAN DEVELOPMENT

The purpose of this phase is to develop an action plan to address odor and corrosion issues at City of Gig Harbor collection system manholes in the general vicinity of Canterwood Boulevard.

Task 1.1 – Coordination with City Staff and Project Management

Parametrix will prepare for and conduct up to two working meetings with City Staff (at a City office or field location) to coordinate work, discuss the Phase progress, visually inspect manholes, assist City staff in placement of atmospheric hydrogen sulfide analyzers and exchange information. This task will also be used to report project progress and prepare invoices.

Task 1.2 – Gather and Evaluate Background Information

Parametrix will coordinate with City staff to obtain atmospheric hydrogen sulfide monitoring data the four following manhole locations pre-identified by the City:

- Canterwood Boulevard Area Collection Manhole
- Manhole upstream of Canterwood Boulevard Area Collection Manhole
- Baker Way Area Manhole Location 1
- Baker Way Area Manhole Location 2

Hydrogen sulfide monitoring will be performed at least for one week duration and simultaneously at the listed manhole locations.

Parametrix will provide basic evaluations for up to nine manholes in the Canterwood Boulevard area and identified by the City to have corrosion issues. Parametrix will provide a basic condition review of the manholes based on the ASCE Manual and Reports on Engineering Practice No. 92 Publication "Manhole Inspection and Rehabilitation" structural and corrosion rating schedules

SCOPE OF WORK (CONTINUED)

Parametrix will also review other information sources including general sewer plans, past monitoring data and pertinent studies specifically related to odor and corrosion in the Canterwood Boulevard area of the Gig Harbor sewer collection system.

Task 1.3 Recommended Action Plan

Parametrix will prepare a recommended action plan based on background information evaluated in Task 1.2. The plan will include the following key elements:

1. Provide a summary report on atmospheric hydrogen sulfide data collected for the four manholes monitored in Task 1.2.
2. Provide recommendations for additional atmospheric hydrogen sulfide monitoring within the City of Gig Harbor sewer collection system.
3. Provide a draft work specification to define work methods and products to be used in the repair of corroded manholes and wet wells. Finalized specification can be used to procure contractors to conduct manhole corrosion repair work.
4. Provide order of magnitude opinion of costs to conduct manhole corrosion repairs. Costs shall be based on a per linear foot basis for a 48-inch diameter manhole and per square foot for wet well repairs.
5. Present manhole corrosion evaluation report based on the nine manholes examined for Task 1.2 and recommend manholes that will require repairs using the work specification drafted above.
6. Provide basic recommendations to control atmospheric hydrogen sulfide releases at existing collection system manholes and wet wells.

Task 1.3 Deliverables

Parametrix will provide draft and final action plan documents to City Staff in PDF format. The plan document will consist of approximately 5 to 15 pages of text with up to four diagrams. The final action plan document will be sealed by a Professional Engineer registered in the State of Washington.

SCOPE OF WORK ASSUMPTIONS SUMMARY AND SCHEDULE

- Parametrix will complete Phase 1 work within two months of notice to proceed by the City.
- This schedule assumes that the City will be able to furnish background information material from the various design documents and City data sources (within two weeks of notice to proceed) to Parametrix.
- Two sealed, hard copies of the final action plan document will also be submitted to the City.

SCOPE OF WORK (CONTINUED)

- Parametrix will arrange for rental of up to four atmospheric hydrogen sulfide monitors for one week duration and assist the City in the placement of such monitors. Parametrix will download the data from the monitors, organize the data and present the organized data in the Action Plan document.
- Parametrix will provide basic corrosion and structural condition assessments of up to nine manhole locations specified by the City using ASCE Publication No. 92 Manhole Inspection and Rehabilitation rating schedules.

**City of Gig Harbor
Sewer Manhole Odor and Corrosion Control Action Plan**

Phase No.	Task No.	Description	ORG	Labor Amount	Inflation Adjustment	Labor Subtotal	Expenses	Expense Mark-up	Expense Subtotal	Subconsultants	Sub Mark-up	Subconsultants Subtotal	Total
					80.0%			15.0%			15.0%		
1	1	Coordination and PM	2100	\$1,786	\$14	\$1,800	\$57	\$9	\$66				\$1,866
1	2	Gather/Eval Background Info	2100	\$4,073	\$33	\$4,106	\$955	\$128	\$963				\$5,069
1	3	Prepare Action Plan	2100	\$4,800	\$37	\$4,837	\$5	\$1	\$5				\$4,642
TOTAL				\$10,469	\$84	\$10,553	\$916	\$137	\$1,159				\$11,597
				Goal Multipliers:			Expense:			Subconsultants:			
				\$10,469	\$84	\$10,553	\$916	\$137	\$1,159				

Project Manager - Date: Del M. Graham 6/2/10
 Division Manager - Date: D. Roberts 6/2/10
 Principal - Date: DBE BE DM 6/2/10

File Name: PMX Budget MH Action Plan Final v2
Date Printed: 6/2/2010

Page 1 of 4 - SUMMARY

Form 01-PD-38(Rev. 7/30/2009)

City of Gig Harbor
Sewer Manhole Odor and Corrosion Control Action Plan

EXPENSES

Phase-Task	Description	Categories Unit Price	mileage	copies	plots	fax	color prints	H2S Rental	Misc	Expenses
1-1	Coordination and PM	\$0.550	100	\$0.09	\$1.00	\$1.00	\$5.00	\$850.00	1.00	57.25
1-2	Gather/Eval Background Info			50						854.50
1-3	Prepare Action Plan			50						4.50
-										
-										
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TOTAL			100	125						916.25



CERTIFICATE OF APPRECIATION

In Recognition of

*The Maritime Gig Committee & Gig Harbor
Chamber of Commerce*

Thank you for the continued efforts of the Gig Harbor Chamber of Commerce, their volunteers and sponsors. The 2010 Maritime Gig was the biggest and best ever, with innovative new events and activities.

June, 2010

Charles L. Hunter,

Rob Karlinsey, City Administrator



CERTIFICATE OF APPRECIATION

In Recognition of

Street Scramble

May 29, 2010

Thank you to the Gig Harbor YMCA for the continued efforts to make the Street Scramble the largest in North America and to the sponsors who provide the resources to make this a free event for our community.

Charles L. Hunter, Mayor

Rob Karlinsey, City Administrator



Boundary Review Board

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7156 • FAX (253) 798-3680

June 11, 2010

MEMORANDUM

TO: Affected Agencies/Interested Parties

FROM: Toni Fairbanks, Chief Clerk
Pierce County Boundary Review Board

RE: Boundary Review Board Case No. I-10-1
Applicant: Pierce County Council
Formation of Countywide Flood Control District

A proposal for formation of a Countywide Flood Control District has been filed with the Pierce County Boundary Review Board by the Pierce County Council. The proposal can be viewed at <http://www.co.pierce.wa.us/pc/services/home/property/pals/other/brb.htm>.

The official filing date for this case has been set as **June 7, 2010**. If the Board's jurisdiction is not invoked within 45 days of the filing date, pursuant to RCW 36.93.100(4), the proposed action may be deemed approved by the Board.

If you have concerns of which you feel the Board should be aware, please send them to us. If you wish to invoke the Board's jurisdiction (and are eligible, pursuant to RCW 36.93.100(2)), that must be done in writing accompanied by a \$200 fee before the 45-day period expires on **July 22, 2010**. Checks should be made payable to Pierce County Planning and Land Services.

If you have questions, please call me at (253) 798-7156. The complete file is available for review in my office, 2401 So. 35th Street, Tacoma.

C:\brb-45
Enclosure



PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT




Brian Ziegler, PE, Public Works & Utilities Director
Jeff Cox, Pierce County Council Legal Analyst

June 28th, 2010

Gig Harbor City Council

What is a FCZD?

- Special Purpose Taxing District
 - Authorized by RCW 86.15
 - Provides funding for flood protection projects and programs
 - Established to protect health and safety, regional economic centers, public and private properties and transportation corridors
-
- 

Why create a FCZD now?

- Aging and non-certifiable flood control infrastructure
 - 11,900 jobs locate in flood prone areas
 - Regional Transportation systems at risk
 - Interstate Highways
 - Rail systems
 - Personal and commercial property losses of \$199M to \$520M
-

Economic Center of Pierce County



What are the benefits of a FCZD?

- Protect regional transportation system
 - Benefit Extends beyond just floodprone areas
 - Protect jobs & tax-base
 - Workers in flood-prone areas come from throughout the region
 - Loss of Business and Property tax base could cripple County & regional economies
 - Revenue available for city's flood control projects
-

What has been done so far?

- Ordinance 2010-16s created a County-wide FCZD
- Establishes the Pierce County Council as the Board of Supervisors
- Most of the decisions yet to come



Possible Organization of the FCZD

Board of Supervisors

Advisory Committee

Administrator

Staff (Independent Attorney, Auditor, ?)

Contracted Services

What still needs to be done?

- Create and define role of an Advisory Committee
 - Determine amount and method for collection of revenue
 - Establish an equitable distribution of costs
 - Determine amount of funds distributed directly to cities
 - Establish operating procedures, accounting methods, contracting authority, etc.
-

What still needs to be done?

- Economic Analysis of impacts
- Capital project identification
- Capital facilities planning
- ... and more.



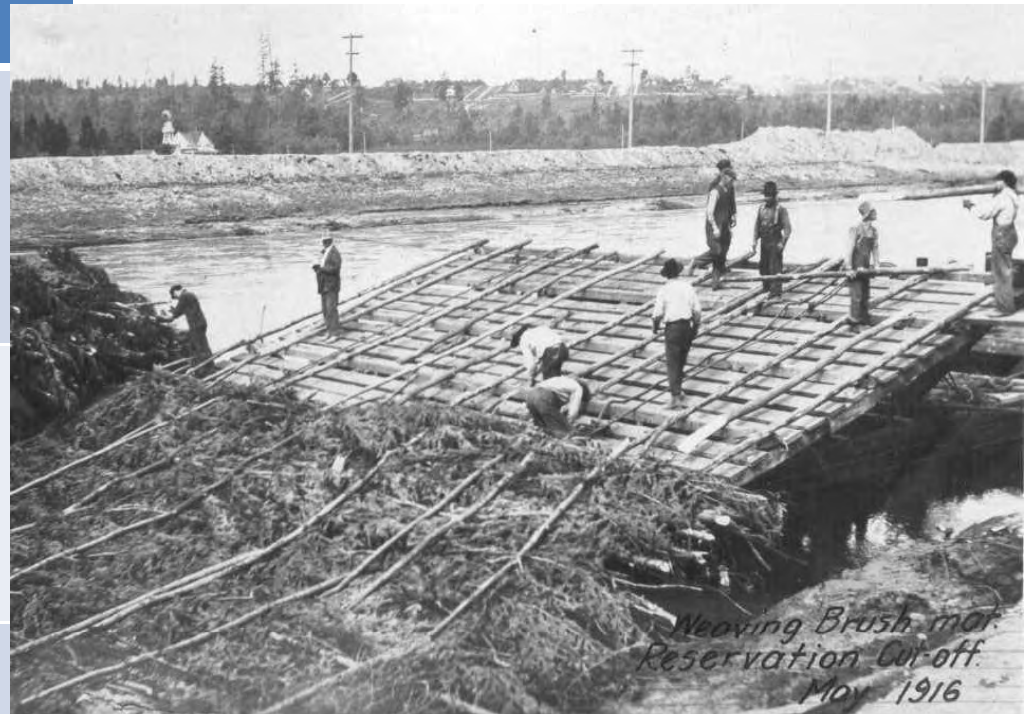
Questions?

Brian Ziegler, PE
Public Works & Utilities Director
(253) 798-2725

Jeff Cox
Pierce County Council Legal Analyst
(253) 798-7579

Debby Hyde
Special Project Coordinator
(253) 798-7110

Harold Smelt, PE
Surface Water Manager
(253) 798-2952





Subject: Second Reading of Ordinance
Adopting the 2010 Park Plan
Update.

Proposed Council Action:

Adopt the ordinance

Dept. Origin: Planning Department

Prepared by: Kristin Moerler, Associate Planner *KM*

For Agenda of: June 28, 2010

Exhibits: Revised Sand Spit Acquisition
Ordinance
2010 Park Plan (Draft 5/21/10)

	Initial & Date
Concurred by Mayor:	<u>CLH</u> 6/17/10
Approved by City Administrator:	<u>RSK</u>
Approved as to form by City Atty:	<u>approved via e-mail</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>TD</u> 6/16/10

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

The City's last Park, Recreation and Open Space Plan (Park Plan) expired in May of 2009. The City is required by the State Recreation and Conservation Office to update the park plan at least every six years to maintain grant eligibility for certain grant programs related to park, recreation and open spaces. The City issued a Determination of Nonsignificance on April 7, 2010 for the 2010 Park Plan Update. The DNS is final.

At the June 14, 201 meeting Council requested that staff review the Sand Spit acquisition project and provide a revised description for discussion. A revised page 46 is included as an exhibit for your review and discussion that shows a revised description addressing the concerns raised by Council. Changed text is indicated by underline formatting.

POLICY CONSIDERATIONS

The ordinance is to officially adopt the City's 2010 Park, Recreation and Open Space Plan.

FISCAL CONSIDERATION

There are no adverse fiscal impacts associated with the Park Plan update.

BOARD OR COMMITTEE RECOMMENDATION

The Park Commission recommended approval of the Park Plan update.

RECOMMENDATION / MOTION

Move to adopt the ordinance.

18. Seasonal Floats at Jerisich Dock **\$200,000**

PD Install seasonal float system to expand moorage at Jerisich Dock during summer months (late April through September).

Timeline: 2010-2012 (6 year plan)

Funding Sources: Local, RCO Grant

19. Maritime Pier **\$2,500,000-\$5,000,000**

LA/D Evaluate and construct a commercial dock that can also be used for loading and unloading by the local fishing fleet. Explore locating the Maritime Pier at the Old Stutz Fuel Site or other appropriate shoreline location.

Timeline: 2010-2012 (6 year plan)

Funding Sources: Local, Grants, Fees

20. Volunteer Planning **\$25,000**

PP Develop list of small scale projects desired within the City's system that are appropriate projects for volunteers to complete and obtain technical data, plans and if necessary permits needed to facilitate such projects.

It is anticipated that this larger project can be achieved through incremental budget appropriations to cover costs of consultants needed for specialized tasks (critical area reports, surveys) with the bulk of work occurring in house.

Timeline: Incremental (6 year plan)

Funding Sources: Grants, Local, Fundraising

21. Monitor the Sand Spit for Potential Acquisition **\$TBD**

LA If the property becomes available, acquire the Sand Spit to maintain the existing open space. If the property is acquired, it is anticipated that it will remain undeveloped and that it will remain in a natural state.

Timeline: 2010-2030 (20 year plan)

Funding Sources: Local, Government Transfer

22. Develop Plan for Wilkinson Farm Park **\$25,000**

PP Develop a plan for the continued development of the park with the necessary data/plans to facilitate required permitting. Scope to include: development of preservation plan for the historic structures and site features as well as possible trailhead improvements for the adjacent Cushman Trail (spur trails, additional parking, restroom development).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKS, RECREATION, AND OPEN SPACE PLANNING, ADOPTING THE 2010 CITY OF GIG HARBOR PARK, RECREATION, & OPEN SPACE PLAN, TO RESTORE GRANT FUNDING ELIGIBILITY WITH THE STATE RECREATION AND CONSERVATION OFFICE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City last adopted a Park, Recreation and Open Space Plan in May 2003 (Ordinance No. 930); and

WHEREAS, the Washington State Recreation and Conservation Office (RCO) requires communities to update their plans every six years to maintain eligibility for certain grant programs; and

WHEREAS, the City's last plan expired in May 2009; and

WHEREAS, the City would like to be eligible to complete for State grants to support park, recreation and open space uses within the City; and

WHEREAS, RCO requires a new public involvement process as a part of a plan update; and

WHEREAS, the City utilized a variety of public involvement processes to update the plan including: two community intercepts, a public workshop, review of the National Citizen Survey, Gig Harbor WA 2008 results, and park commission review; and

WHEREAS, the City in 2008 engaged the public in the National Citizen Survey which collected data related to the City's park, recreation and open space needs; and

WHEREAS, in August 2008 approximately 40 members of the public were questioned about the City's park system during two separate community events; and

WHEREAS, on June 24, 2009 the City held a public workshop to gather public comment on the City's park system; and

WHEREAS, the City of Gig Harbor Parks Commission discussed the proposed plan update and public involvement at thirteen public meetings between September of 2008 and April of 2010; and

WHEREAS, the Park Commission recommended approval of the 2010 Park, Recreation and Open Space Plan with several revisions on April 7, 2010; and

WHEREAS, the May 21, 2010 draft Plan incorporates the changes requested by the Park Commission; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-Significance with regard to the proposed adoption of the 2010 Park, Recreation, & Open Space Plan on April 7, 2010, pursuant to WAC 197-11-340; and

WHEREAS, the City Planning Director forwarded a copy of the 2010 Park, Recreation, & Open Space Plan to the Washington State Department of Commerce on April 7, 2010, pursuant to RCW 36.70A.106; and

WHEREAS, pursuant to RCW 35A.12.140, a copy of the 2010 Park, Recreation, & Open Space Plan has been on file in the City Planning Department for use and examination by the public; and

WHEREAS, the City Council held a public hearing on this ordinance and the 2010 Park, Recreation, & Open Space Plan on June 14, 2010, during its regular City Council meeting; and

WHEREAS, the City Council considered the adoption of the 2010 Park, Recreation, & Open Space Plan during its regular City Council meeting on June 28, 2010; Now, Therefore,

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

Section 1. Park, Recreation, & Open Space Plan. The City Council hereby adopts the 2010 Park, Recreation, & Open Space Plan draft dated May 21, 2010 by reference, (Exhibit A hereto), as if the same were fully set forth herein.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, 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 Council and approved by the Mayor of the City of Gig Harbor, this 28th day of June, 2010.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK: 06/08/10
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

EXHIBIT 'A'

The City of Gig Harbor
2010 Park, Recreation, & Open Space Plan
dated May 21, 2010

Hard copy is on file with the City Clerk and
the Planning Department and can be
viewed during regular business hours at:

Gig Harbor Civic Center,
3510 Grandview Street, Gig Harbor, WA 98335

A copy of the Park Plan can also be viewed
or downloaded from the City's Website at:

<http://www.cityofgigharbor.net/page.php?id=695>



Subject: Second Reading of Ordinance –
Allowing Portal Signs on City Owned
Docks and Piers.

Proposed Council Action: Conduct Second
Reading of Ordinance

Dept. Origin: Planning Department

Prepared by: Tom Dolan *Tom*
Planning Director

For Agenda of: June 28, 2010

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

CLH 6/18/10

Approved by City Administrator:

ROK 6/17

Approved as to form by City Atty: *approved via e-mail*

Approved by Finance Director:

N/A

Approved by Department Head:

TD 6/16/10

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The Gig Harbor Historic Waterfront Association is proposing major improvements to Jerisich Park which is located immediately shoreward of Jerisich Dock. As part of the improvements a new sign that spans the entrance to the dock is proposed. The sign would identify the dock from both the water and street sides of the property. Existing sign regulations only allow signs up to 6 feet in height which is inadequate to provide identification from both the water and street. Allowing Portal Signs for city owned docks and piers would provide needed identification for these municipal facilities serving the public.

POLICY CONSIDERATIONS

Staff recommends that Portal Signs on docks and piers be limited to city owned facilities. This limitation is appropriate in that the general public is not always familiar with the location of publicly owned facilities. Private docks and piers are not usually open to the general public.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official issued a DNS for the proposed amendments on May 5, 2010 pursuant to WAC 197-11-340.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Adopt ordinance to allow "Portal Signs" on City owned docks and piers.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SIGNS, ADDING REGULATIONS PERTAINING TO PORTAL SIGNS FOR MUNICIPAL DOCKS OR PIERS AND ADDING A NEW DEFINITION FOR PORTAL SIGN; AMENDING GHMC SECTIONS 17.80.030 AND 17.80.100 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City owns and operates Jerisich Dock which is heavily used both by City residents and by visitors to the City; and

WHEREAS, the current signage for the dock from both the shore and water sides of the dock is insufficient to adequately inform the public of its location; and

WHEREAS, the City desires to allow reasonable signage for this municipal facility; and

WHEREAS, the Gig Harbor Historic Waterfront Association is proposing major improvements to Jerisich Park which is located immediately shoreward from the Jerisich Dock; and

WHEREAS, the installation of a Portal Sign which spans the entrance to the dock would serve to identify Jerisich Dock from both the shore and water sides of the dock; Now, Therefore,

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

Section 1. Section 17.80.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.030 Definitions.

The following definitions shall apply for the purpose of this code:

1. "Abandoned sign" means a sign that no longer correctly identifies, exhorts or advertises any person, business, lessor, owner, product or activity conducted or available on the premises where such sign is located and which has not been changed or removed within 180 days of a tenancy change; or a sign which is damaged, in disrepair, or vandalized and not repaired within 60 days of the damaging event.

2. "Advertising copy" includes any sign graphics, background colors, logos or trademarks which identify or promote the sign user or any product or service; or

which provides information about the sign user, the building or the products or services available.

3. "Awning" means a shelter projecting from and supported by a structure or building wall and constructed of a rigid supporting framework and a flexible or nonrigid covering.

4. "Awning sign" means a sign applied to or incorporated into the covering of an awning.

5. "Building" means a roofed and walled structure built for permanent use.

6. "Bulletin board" means a board or small sign on which notices, community events or hours of operation are posted.

7. "Cabinet sign" means an internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a metal cabinet. A cabinet sign may be multi-sided.

8. "Director" means the city's planning director, or the director's designee, who shall be authorized to administer and enforce all of the provisions of the sign code.

9. District, Sign.

a. "Area 1" includes those properties situated in PCD-C and PCD-BP districts and all B-2 districts except the B-2 district in the vicinity of the Burnham Drive/Harborview Drive junction; and all C-1 districts except C-1 districts in the height restriction area.

b. "Area 2" includes all properties not defined under Area 1.

10. "Double-faced sign" means a sign that has advertising copy on opposite sides of a single display surface or sign structure.

11. "Electric sign" means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper.

12. "Electronic sign" means a sign designed to allow changes in the sign graphics electronically.

13. "Event" means a current or planned activity or occurrence which involves a gathering of people or solicits their participation. In this context, an event does not include the commemoration of a holiday.

14. "Facade" means the entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.

15. "Festoon" means a strip or string of balloons which includes clusters or strings of balloons connected to a fixed object or vehicle on at least one end of the festoon.

16. "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a constant, random or irregular pattern or contains motion or the optical illusion of motion by use of electrical energy. Changing message centers shall not be considered flashing signs.

17. "Freestanding sign" means a sign supported by a pole(s) or mounted on a sign base and is not connected to or supported by any other structure.

18. Freeway Interchange Area. The freeway interchange of State Route 16 (SR-16) is illustrated on Exhibit 1, attached to Ordinance No. 788 and available in

the city clerk's office, and defines the area where signage may be oriented to SR-16, subject to the provisions of GHMC 17.80.060(K).

19. "Frontage" means the linear distance of property along a street or highway.

20. "Gas station price sign" means a sign advertising the price of motor fuel and contains no other business advertising.

21. "Holiday" includes all state holidays as defined under RCW 1.16.050, except Sunday.

22. "Incidental sign" means a nonelectric informational warning or service sign (noncommercial in nature) four square feet or less in area that is intended primarily for the convenience and safety of the public while on the premises. Included are signs such as 'no parking', 'private property', 'customer parking' and other on-site warning signs.

23. "Internal illumination" means a source of lighting concealed entirely within a sign which makes sign graphics visible by transmitting light through a translucent or semi-translucent material.

24. "Institutional sign" means a sign to identify educational, civic and religious institutions.

25. "Landscaping" means the planned use of trees, shrubs and other living plant materials used in conjunction with a sign and other decorative features.

26. "Logo" means an identifying emblem or insignia containing sign graphics, symbols or colors typically used for identification and/or advertisement.

27. "Logo shield" means a logo contained within an area no greater than four square feet, incorporated into a larger sign face or designed as an individual sign or a component of a sign containing individually mounted sign graphics.

28. "Lot identification sign" means a sign to identify the occupants of the premises.

29. "Mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.

30. "Marquee" means a permanent structure attached to, supported by and projecting from a building and providing protection from the weather elements, but does not include a projecting roof. For purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee. This also includes canopies.

31. "Neighborhood identification sign" means a sign to identify a particular residential area or development four acres or greater in size.

32. "Neon lighting" means illuminated tubing forming sign graphics or which is otherwise used as an exposed lighting source. For the purpose of this chapter the term "neon" will be considered a generic term for this type of lighting regardless of the type of fluorescing gas or material contained within the tubing.

33. "Neon sign" means neon lighting used to draw attention to a business or building in any manner, including (but not limited to) neon sign graphics, logos or outlining of a building's architectural features.

34. "Off-premises directional sign" means a permanently installed sign which provides directional information to a parcel located in the Gig Harbor area, but not located on the same parcel as the sign in question.

35. "Off-premises sign" means a sign relating through its message and content to a commercial or noncommercial activity, use, product or service not available or conducted on the premises on which the sign is erected.

36. "On-premises directional sign" means a permanent sign that directs the public to a specific place such as an entrance, exit, or parking or service area, or a particular aspect of a business establishment.

37. "On-premises sign" means a sign which carries only advertisements and messages strictly applicable to a lawful use of the premises on which it is located.

38. "Pan-channel" means a sign graphic that is constructed of a three-sided metal channel, usually having a light source contained within the channel. The open side may face inward, resulting in silhouette lighting, or it may face outward to allow full illumination. The open side of the channel may be enclosed with a translucent material.

39. "Portable sign" means a freestanding sign made of any material, which by its design is readily movable and is not permanently affixed to the ground.

39.5 "Portal sign" means a sign that spans the entrance onto a dock or pier owned and operated by the City of Gig Harbor.

40. "Projecting sign" means a sign which is attached to and projects more than one foot from a structure, building face or marquee.

41. "Public event" means an event held no more than once a year by an individual sponsor, business or agency, and which is on a site normally associated with activities or uses other than the event, and which does not represent or promote a use, product or service normally associated with the site of the event. Special sales or promotions of products or services commonly available on the site, or which are readily available at a permanent outlet or site within the city, do not represent public events.

42. "Readerboard" means a sign face designed to hold readily changeable sign graphics allowing frequent changes of copy.

43. "Returns" are the exposed sides of pan-channel sign graphics and cabinet signs.

44. "Revolving sign" means a sign which rotates or turns in a circular pattern.

45. "Roof sign" means a sign supported by and erected on and above a roof, parapet or fascia of a building or structure (shall not include a sign erected on the face of a mansard roof).

46. "Sandwich board/sidewalk sign" means a portable sign consisting of two sign faces hinged at the top and separated at the bottom to make it self-standing.

47. "Seasonal decorations" means temporary decorations for holidays which do not fall under the definition of a sign and which are installed no sooner than 30 days before a holiday and removed no later than five days after the holiday. Decorations which fall under the definition of a sign must conform to all provisions of the sign code.

48. "Sign" means:

a. Any visual communication device, structure, or fixture which is visible from any public right-of-way or waterway placed for the promotion of products,

goods, services, events or to identify a building, using sign graphics or trademarks; or

b. Steel, plastic or similar panels displaying corporate colors, logos or trademarks and as are common on corporate signature buildings to give identity to the business (corporate colors which conform to the city's design manual requirements for color shall be excluded from this definition of a sign); or

c. Inflatable figures, balloons (in a display of six or more), festoons, streamers, spinners, product representations and advertisements for services which are attached to a fixed object or stationary vehicle.

49. "Sign area" means the entire area of a sign on which advertising copy, logos, trademarks, and business or corporate colors are to be placed. Sign structures and associated architectural embellishments, framework and decorative features which contain no written or advertising copy, which are not illuminated and which contain no logos or trademarks shall not be included. Sign area shall be calculated by measuring the area of the smallest rectangle, circle, triangle or parallelogram that can be drawn around all parts of the sign from the viewpoint exposing the largest sign surface area, including the sign face background, and including all spaces and voids between or within letters or symbols which comprise a single word, statement, description, title, business name, graphic symbol or message. Sign supporting structures which are part of the sign display shall be included in the area of calculation.

50. "Sign graphics" include all lines, strokes, text, symbols and logo shields applied to a sign surface and does not include the background surface to which they are applied.

51. "Silhouette lighting", sometimes called "halo lighting", means lighting being emitted from the back side of pan-channel sign graphic which has the open side of the channel facing the wall or sign face it is mounted to, thereby silhouetting the sign graphics.

52. "Temporary construction sign" means a sign jointly erected and maintained on premises undergoing construction by an architect, contractor, subcontractor and/or materialman upon which property such person is furnishing labor or material.

53. "Temporary sign" means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard or other light materials, with or without frames, intended to be displayed for a limited time only and not permanently attached to a building or site.

54. "Trim caps" are the corner trim pieces holding the translucent materials or sign faces on pan-channel sign graphics and cabinet signs.

55. "Wall graphics" means a wall sign of which color and form are part of an overall design on the building.

56. "Wall plane" includes that portion of a facade which is contained on one general plane. If there is a shift in the facade, forward or back, a new plane is created. A single wall plane may contain windows and doors but it is generally a solid surface. The fascia of projecting porches or colonnades may be considered part of the wall plane the porch or colonnade projects from for calculating signage area.

57. "Wall sign" means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached and supported throughout its entire length, with the exposed face of the sign parallel to the plane of said wall or facade. Signs incorporated into mansard roofs, marquees or canopies shall be treated as a wall sign.

58. "Window sign" means a sign that is mounted on, painted on or attached to a window, or is placed within three feet of the inside of a window or opening, or is within an enclosed display window (i.e., the display area in the window is separated from the main floor area by a wall, curtain or screen).

Section 2. Section 17.80.100 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.100 Sign standards for Area 2.

The following sign standards shall apply:

A. Illumination. When illumination is desired in Area 2, the city encourages use of external light sources subject to the provisions of GHMC 17.80.060(G)(1). Internal illumination is permitted on all signs except neighborhood identification signs, subject to the provisions of GHMC 17.80.060(G)(2). Internally illuminated sign graphics are limited to white or ivory colors if the proposed sign is visible from residential property within 200 feet of the parcel the sign is located on.

B. Freestanding Signs.

1. Height Measurement. Freestanding signs shall be measured from the highest point of the sign to the finished grade at the base of the sign support. Finished grade shall be the final grade approved through the site plan review process and shall not be increased for purposes of increasing overall sign height.

2. Height Standards. Freestanding ground signs shall not exceed six feet in height.

3. Clearance Standards. Freestanding signs which abut the edge of a sidewalk shall have a maximum clearance of 27 inches.

4. Maximum Sign Area. Twenty-four square feet for a single side or 48 square feet total on all sides. If a carved or sandblasted wooden sign is used, freestanding signs may be 30 square feet for a single side or 60 square feet total on all sides.

5. Location. Freestanding signs may not be located on public property. The placement of freestanding signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.

6. Density. Freestanding signs shall be limited to the following number and locations:

a. Commercial. One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director. Commercial properties with more than 1,000 feet of continuous street frontage and with more than one entrance may install a freestanding sign at each entrance; provided, that no

single sign exceeds the maximum sign area described under subsection (B)(4) of this section. Where there is frontage on more than one street, each frontage is treated independently.

b. Residential. One freestanding neighborhood identification sign is permitted at each entrance to a residential neighborhood.

7. Landscaping. Freestanding signs must be landscaped around the base of the sign.

a. Each sign shall have a landscaped area twice the size of the sign area. If a carved or sandblasted wooden sign is used, landscaping may be reduced by 50 percent for all grade level landscaping, or by 75 percent if landscaping is contained in a raised planter around the base of the sign. Raised planters must be at least 18 inches high. Planter and organic materials shall be installed within 30 days of sign installation. The landscaping, sign base or planter shall be protected from vehicles by a six-inch high curb stop or sidewalk edge at least three feet from the planter base.

b. Landscaping shall be installed in the planting season closest to the date of the sign permit issuance. Signs installed after the planting season shall be landscaped by no later than the following planting season.

c. These requirements may be waived if the sign is located in an area that is part of an approved overall site landscape plan.

C. Wall Mounted Signs.

1. Total Sign Area.

a. Allowed Signage per Wall Plane. Total allowed signage in Area 2 shall not exceed three percent of the wall plane the sign is mounted to, except that signage covering up to eight percent of a wall plane is allowed if the wall plane conforms to all solid/void ratio requirements specified in the city's design manual, and if all on-premises yards on the side of the building the sign faces conform to all landscaping provisions of the city's design manual and of Chapter 17.78 GHMC.

b. Individual Sign Size. No single wall sign shall exceed 50 square feet.

c. Increased Size Option. If a carved or sandblasted wooden sign is used, the sign size may be increased by 20 percent of its underlying allowable sign area.

d. Size Restriction. Wall signs must meet the 70 percent space coverage allowances described under the surface coverage requirements in subsection (C)(2) of this section.

2. Architectural Details. Signs may not cover or obscure important architectural details of a building; they should appear to be a secondary and complementary feature of the building facade. Wall signs must be located within architectural signs bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example, may provide an effective location for signage. However, to avoid a "maxed out" appearance, signs shall be no larger than 70 percent of the width or height of the blank wall space or fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and

wall. For example, a pillar between a door and window which is 30 inches wide may have a sign which is 21 inches wide.

3. Height Restriction. Wall signs shall not project above roof lines or fascia boards.

D. Window Signs.

1. Illuminated Window Signs. Illuminated window signs shall conform to the total wall sign area standards in subsection (C)(1) of this section and shall conform with all master sign plan requirements in GHMC 17.80.070.

2. Nonilluminated Window Signs. Nonilluminated window signs are allowed in addition to the standards in subsection (C)(1) of this section; provided, that they do not exceed 50 percent of the nominal window size (i.e., the window size as specified by the manufacturer). Additionally, non-illuminated window signs are not required to conform to the design standards of master sign plans.

E. Projecting Signs.

1. Surface Area. Projecting signs in Area 2 are limited to 32 square feet total for both sides. Projecting sign area shall be deducted from the allowable wall signage determined under subsection (C)(1) of this section.

2. Clearance Requirements. All projecting signs must be at least eight feet above sidewalks and walkways and 15 feet above vehicular ways.

3. Maximum Projection. Projecting signs shall have a maximum width of three feet with a maximum clearance of six inches from the building wall.

4. Design Restriction. Projecting signs may not be cabinet-type signs and may not be internally illuminated.

F. Portable Sign. One portable sign per customer building entrance (not to exceed one sign per 30 feet of building frontage) may be permitted subject to the following:

1. Location. Signs shall be located on the premises or directly in front of the sponsoring business at a point not on the right-of-way which is closest to the building entrance. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.

2. Hours of Display. Signs may be displayed during business hours only.

3. Allowed Height. Maximum height of portable sidewalk signs shall be three feet. All other size requirements of portable signs described in GHMC 17.80.060(H) shall apply.

4. Right-of-Way Permit. In order to place a portable sign in the public right-of-way, the sign owner must comply with the requirements of this chapter as well as the requirements of Chapter 12.02 GHMC, Encroachment Permits.

G. Portal Sign. One portal sign shall be allowed for each City-owned dock or pier. Portal signs shall be limited in height to 12 feet and a sign face area of 32 square feet per side. Portal signs shall be allowed in addition to any other signs permitted on the property.

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

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of ____, 2010.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck, City Attorney

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



ADMINISTRATION

Date: June 18, 2010
To: City Council
From: Chuck Hunter, Mayor *CH*
Rob Karlinsey, City Administrator *RJK*
Subject: Old Stutz Oil Property Path Forward

Now that the old Stutz Oil property belongs to the City, we believe it is important that the City move forward to produce noticeable improvements on the site sooner rather than later. As part of the financing package for its acquisition, approximately \$300,000 is available to design and construct on-site parking. And although there is no funding identified at this time for construction of a pier, that budget will include a conceptual layout for the pier. Additionally, the parking design will incorporate the City-owned Soundview Street End right-of-way which is adjacent to the site into the final design plans.

We considered a number of conditions in making this recommendation:

- We need to take advantage of the work that was done on the existing permits (federal, state, and local), before the information within those permits becomes outdated.
- The current conditions of the site, located in the heart of our downtown, are unsightly.
- The downtown needs additional parking.
- Shoreline regulations are expected to get more restrictive. It behooves the City to preserve the ability to construct improvements necessary to maximize the public benefit as soon as possible.

In order to keep this project progressing, we propose the following path forward:

Year 2010

June – July	Task PW Engineering to produce a conceptual layout of the on-site parking in relation to the existing footprint of the pier.
July	Select and hire a firm to design the on-site parking and a conceptual layout for the pier.
August – September	Engage stakeholders* in the design process.
October – December	Finalize on-site design; obtain permits.

Year 2011

January	Go out for bids on on-site parking.
February	Award construction contract to the lowest responsible bidder.
March	Begin construction on the parking lot.
May - June	Construction complete; parking lot opens.

*Stakeholders include but are not limited to the following:

- Mayor and City Council
- Neighboring property owners
- GHHWA
- Fisherman's Club

On a slower but somewhat parallel track, we will be working to get the pier funded and built. Staff from the Department of Natural Resources tell us that there may be some State funding for removal of the existing pier, but we need to be careful that demolition of the existing pier does not jeopardize our ability to permit the on-site parking or hinder our ability to obtain environmental credits for creosote removal.

With no dedicated funding source identified to construct the pier, we will aggressively seek local, state and federal dollars to finance the project.

Please let us know your thoughts on the timeline proposed above. Thank you.