

Gig Harbor City Council Meeting

**February 14, 2011
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, February 14, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of January 24, 2011.
2. Liquor License Action: a) New application – Java & Clay Café; b) License Transfer: Water to Wine; c) Renewals: Water to Wine; Costco Wholesale; Eagles; Gig Harbor Chevron; Gig Harbor 76; Il Lucano; Tokyo Teriyaki; Gateway to India; Hot Iron 750; and Tides Tavern.
3. Receive and File: GHPD 2010 4th Quarter Report.
4. Incineration of Controlled Substance Agreement.
5. Tacoma Visitor and Convention Bureau Contract.
6. Pierce County Promotion Area Interlocal Agreement Amendment.
7. HUD Agreement for Donkey Creek Transportation Project.
8. 2011 Water Main Improvement Project – Surveying Services Consultant Contract.
9. Well No. 11 Test Well – Public Works Contract.
10. Grandview Tank Foundation Project – Consultant Services Contract / Parametrix.
11. Lift Station No. 6 Architectural Design Drawings / Lawhead & Associates.
12. WWTP Improvement Project – Consultant Services Contract Amendment / Parametrix.
13. Approval of Payment of Bills for February 14, 2011: Checks #65579 through #65751 in the amount of \$1,061,980.85.
14. Approval of Payroll for the Month of January: Checks #5835 through #5850 in the amount of \$306,462.27.

SWEARING IN CEREMONY: Officer Debra Hutches

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

OLD BUSINESS:

1. Official City Newspaper Bid.

NEW BUSINESS:

1. Employee Medical Insurance Voluntary Opt-Out Proposal – Memorandum of Understanding.
2. First Reading of Ordinance – Amending the 2011 Salary Schedule.

STAFF REPORT:

1. Maritime Pier Update.
2. 2010 Ending Fund Balance.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee – Thu. Feb 17th at 3:00 p.m.
2. Civic Center closed in Observance of Presidents Day – Mon. Feb. 21st.
3. Finance / Safety Committee Tues. Feb 22nd at 4:00 p.m.
4. Boards and Candidates Review – Mon. Feb. 28th at 4:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – JANUARY 10, 2011

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of January 10, 2011.
2. Liquor License Action: a) Special Occasion – St. Nicholas School;
3. Receive and File: a) 2010 Fourth Quarter Finance Report.
4. Gig Harbor Historic Waterfront Association Agreement.
5. Skansie Brothers Site National Register Application Contract.
6. Gig Harbor Boatyard Tenant Improvements Proposal.
7. Skansie House Basement Lease – Gig Harbor Canoe and Kayak Racing Team.
8. Approval of Payment of Bills for January 24, 2011: Checks #65436 through #65562 in the amount of \$1,019,298.73.

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

PRESENTATIONS:

Wastewater Treatment Plant Outstanding Performance Award. Mayor Hunter read the award plaque and complimented the crew for the excellent job they did keeping the plant in compliance during a difficult construction project. Wastewater Treatment Plant Supervisor Darrell Winans asked the crew to come forward to be recognized. He gave an overview of the challenges the crew has faced during the 600 days of construction. Present: Joe Pominville, Larry Washburn, Matt Quinlisk, Chuck Roy, Norine Landon and Nancy Nayer.

OLD BUSINESS:

1. Maritime Pier - Amended Concept. Mayor Hunter presented background information and the results of the January 12th Inter-Agency Project Review. As a result of that meeting a recommendation to move forward under a maintenance exemption on the existing pier was made. This would allow a project on both land and over water; which is necessary for permitting. When the project is completed, future expansion could be resubmitted under a new permit process.

Randy Babich – Mr. Babich, third generation commercial fisherman raised in Gig Harbor, said that this is the perfect spot for a pier. He said that using the existing pier as a foundation is a practical solution to get something going for a loading pier for a

commercial fleet, and in the future it could be developed for other uses. He used several photos of the existing pier to illustrate the size and condition, and answered Council's questions. He said that the Fishermen's Club has voted to support a pier with \$50,000.

Councilmembers asked questions about adequate width and length. Mayor Hunter said that the direction from the Corp of Engineers is that a maintenance permit would require construction to stay within the existing footprint, but there may be some latitude with the historic width.

City Administrator clarified that the term "maintenance permit" means a new pier using the existing footprint. He said the word "foundation" is appropriate because this is a realist approach that allows the project to move forward under the current budget. He stressed that we shouldn't lose site of the options presented at the December 13th meeting for future expansion.

Councilmember Franich recommended moving forward with the 137' historic length to reach deep water.

Ed Manning, fisherman here since the 70's, said that the city really needs a dock that's 130+ feet long. He said now you have to rely on other people's docks to load and unload if you don't own your own.

Councilmembers discussed how to proceed.

MOTION: Move to authorize the Mayor to direct staff to finalize conceptual designs of a Maritime Pier within the historical footprint of the existing pier in order to maximize permitting allowances and expedite approval of the 2011 Parking Lot Project.
Payne / Conan – unanimously approved.

Councilmember Malich and Payne said they hope we don't lose sight of the dream of a drive-on pier and fuel dock. Lita Dawn Stanton was recognized for her efforts to pull the three state agencies together for a meeting.

NEW BUSINESS:

1. Public Hearing – 72nd Street Annexation. Planning Director Tom Dolan presented the background information, explaining that the next steps are to prepare the Notice of Intention, wait to see if there is an appeal, and then bring an ordinance back to Council for consideration.

Mayor Hunter opened the public hearing at 6:14 p.m.

Carl Halsan. Mr. Halsan explained that a portion of their property is in city limits and some outside, and they would like to develop with the same regulations. He described

the project as 25-30 single-family residences on 10,000 square foot lots. He said the property owner is anxious to proceed as they already have people ready to do the project.

There were no further comments and the public hearing closed at 6:16 p.m.

MOTION: Move to adopt Resolution No. 855 to proceed with the notice of Intention to annex.
Payne / Malich - unanimously approved.

2. Award of Official City Newspaper. City Clerk Molly Towslee introduced this bid for an official city newspaper that is required by code every two years. She answered questions about the amount spent on public notices.

Councilmembers discussed the historic designation of the Gateway as the city paper and whether the citizens would look to the *Gig Harbor Life* as a legal publication. Circulation numbers and the lower cost were discussed.

MOTION: Move to designate *The Peninsula Gateway* as the city's official newspaper.
Ekberg / Young – six voted yes. Councilmember Malich voted no.

3. 2011 Council Committees and Selection of Mayor Pro Tem.

MOTION: Move to accept the appointments for the council Committees for 2011 and to appoint Councilmember Franich as Mayor Pro Tem for 2011.
Ekberg / Kadzik - unanimously approved.

MOTION: Move to re-appoint Councilmember Young as representative on the Pierce County Regional Council for 2011.
Malich / Payne - unanimously approved.

STAFF REPORT:

Rob Karlinsey reported that he is working on amendments to the employee benefits and a proposal will be sent to the Supervisor's Guild for review. He said it will be back to Council when that is completed.

He then addressed the announcement that QFC was closing on February 26th. He explained that the Mayor and he had called representatives from QFC to confirm the closure and the sale of the mall to a group of private investors. They also talked to the new owners about the feasibility of keeping a grocery store at that location. He clarified that the rumor of Goodwill locating there has not been confirmed and stressed that the city can't force a tenant. He said that the city may be able to facilitate in a leadership role in conjunction with the Gig Harbor Historic Waterfront Association to relay the

importance of a grocery downtown. He added that the other tenants of the mall have signed 3-year leases.

Councilmembers discussed different ways to address the loss of a grocery store downtown.

PUBLIC COMMENT:

Janette Bowers – 7706 Chinook. Ms. Bowers voiced concern that Goodwill might be moving into the QFC location and asked if the public would be informed as soon as the city knows.

Mr. Karlinsey responded that the city may not know unless a legal action such as building permits are triggered, adding that the city can't guarantee an opportunity for public comment. After discussing notification further, it was decided it would be best for that information to come from the Gig Harbor Historic Waterfront Association and the media rather than the city.

Kelly Graves – 1737 31st Street. Ms. Graves voiced the same concerns as Ms. Bower saying that she has nothing against Goodwill but that isn't a good location. She asked if the public should contact Goodwill.

Mayor Hunter said that he and the City Administrator are talking to Goodwill who has said they are exploring several options.

Ms. Graves then suggested the old movie theatre site as a better location. She said it is really in bad shape, suggesting that the Council should go back there and take a look. She then said downtown needs a grocery store for the boaters who come in and need supplies. She asked if it would be possible to find out which grocers have said "no" to locating there. The City Administrator replied that this is private information.

David Barker – 7421 Soundview Drive. Mr. Barker said that it's poor business to have two of the same stores competing against each other in the same town. He said Trader Joe's would be a perfect match. For that site then suggested attracting another grocers by subsidizing with lower rent or taxes. He shared photos of other Goodwill locations that suggest they usually locate in high-commercial properties, which isn't downtown Gig Harbor. He then voiced concern with the amount of traffic on Soundview and how that needs to be addressed with any new tenant. Mr. Barker's last recommendation was for either bringing back a bowling alley or a Youth Community Center.

Katey Britton – 7808 56th Ave. Ct. NW. Ms. Britton said she isn't convinced that QFC is having such a hard time but rather they just didn't want a competitor to locate there. She said that she hopes that the city will encourage another grocery at that location for the people who live downtown and the boaters.

Councilmember Malich explained that QFC and Fred Meyers are both owned by Kroger; who made the decision to pull out.

Councilmember Payne encouraged people to exchange e-mails and keep in contact as it will be the public who has the most potential to influence what will locate at the site. He explained that there are no zoning laws that would restrict Goodwill. Rob Karlinsey said to e-mail him for updates.

MAYOR'S REPORT / COUNCIL COMMENTS: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee: Mon. Feb 7th at 5:15 p.m.
2. City Council: Mon. Feb. 14th at 5:30 p.m.
3. Operations and Public Projects: Wed. Feb 17th at 3:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 7:00 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1022

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

NOTICE OF LIQUOR LICENSE APPLICATION



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

PRL

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 1/31/11

UBI: 602-553-144-001-0001

License: 407583 - 1U County: 27
Tradenname: JAVA & CLAY CAFE
Loc Addr: 3210 HARBORVIEW DR
GIG HARBOR WA 98335-2101

APPLICANTS:
JAVA & CLAY CAFE, LLC
BLUE, RANDY LEE 1965-12-21
BLUE, KELLY JO 1976-06-30

Mail Addr: PO BOX 1537
GIG HARBOR WA 98335-3537

Phone No.: 253-851-3277 RANDY BLUE

Privileges Applied For:
BEER/WINE REST - BEER/WINE
OFF PREMISES

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION



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: 2/02/11

TO: MOLLY TOWSLEE, CITY CLERK

RE: CHANGE OF LOCATION APPLICATION

from WATER TO WINE
9014 PEACOCK HILL AVE STE 103A
GIG HARBOR WA 98332

APPLICANTS:

WATER TO WINE L.L.C.

LYNN, STEVEN PAUL 1956-06-29
HUNDER-LYNN, MARY E
(Spouse) 1960-08-07

License: 088772 - 1U County: 27
UBI: 602-204-687-001-0003
Tradename: WATER TO WINE
New Loc: 9014 PEACOCK HILL AVE STE 100A
GIG HARBOR WA 98332-1029

Phone No.: 253-853-9463 STEVEN LYNN

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 02/06/2011

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR (BY ZIP CODE) FOR EXPIRATION DATE OF 20110531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. WATER TO WINE L.L.C.	WATER TO WINE 9014 PEACOCK HILL AVE STE 103A GIG HARBOR WA 98332 0000	088772	BEER/WINE SPECIALTY SHOP
2. COSTCO WHOLESALE CORPORATION	COSTCO WHOLESALE #624 10990 HARBOR HILL DR GIG HARBOR WA 98335 0000	402117	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE
3. FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE
4. MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 FT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
5. GIG HARBOR GAS & FOOD MART, IN	GIG HARBOR 76 5501 38TH AVE NW GIG HARBOR WA 98335 0000	081604	GROCERY STORE - BEER/WINE
6. OPPIDO LUCANO, LLC	IL LUCANO 3119 JUDSON ST GIG HARBOR WA 98335 1221	085087	SPIRITS/BR/WN REST SERVICE BAR
7. STOUT, PYONG SUK	TOKYO TERIYAKI 3111 JUDSON ST GIG HARBOR WA 98335 1221	085327	BEER/WINE REST - BEER/WINE
8. SINGH, SURINDER PAL	GATEWAY TO INDIA 6565 KIMBALL DR STE 102 GIG HARBOR WA 98335 1269	081255	SPIRITS/BR/WN REST SERVICE BAR



Subject: Gig Harbor Police 2010 4th Quarter Council Report

Proposed Council Action: Review and File

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: February 14, 2011

Exhibits: Report attached

Initial & Date

Concurred by Mayor: *CLH 2/7/11*

Approved by City Administrator: *RDK*

Approved as to form by City Atty: *N/A*

Approved by Finance Director: _____

Approved by Department Head: *MD#1 2/2/11*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS *MD#1*
 SUBJECT: 2010 YEAR END COUNCIL REPORT
 DATE: February 14, 2011

DEPARTMENTAL ACTIVITIES SUMMARY

- 2010 YTD **calls for service** when compared to 2009 YTD **calls for service** show an *increase* in calls for service of 352. Our officers wrote 275 more police reports in 2010 when compared to 2009.
- **DUI arrests for 2010** are up by 19 when compared to the 2009. Our 2010 YTD **traffic infractions** are down by 274 when compared to the same period in 2009; and our **criminal traffic citations** decreased by 74 in 2010 YTD when compared to the same period in 2009.
- Our **traffic accidents** in 2010 increased by 34 accidents when compared to the same period in 2009.
- 2010 statistics show our **misdemeanor** arrests decreased by 45 and our **felony arrests** were up by 18 when compared to 2009. It should be noted that 2009 had one very large underage drinking party that accounted for at least half of the arrests in excess of the 2010 total. Additionally, a change in case law now prevents us from searching a vehicle incident to arrest, resulting in fewer arrests for misdemeanors such as MIP and Drug Paraphernalia).

Category	December 2010					
	December 2009	December 2010	Change	YTD 2009	YTD 2010	Change
Calls for Service	677	703	26	8033	8385	352
General Reports	136	179	43	1855	2130	275
Criminal Traffic	21	29	8	334	260	-74
Infractions	65	90	25	1294	1020	-274
Criminal Citations	29	23	-6	193	213	20
Warrant Arrests	4	7	3	46	47	1
Traffic Reports	10	15	5	122	156	34
DUI Arrests	7	10	3	49	68	19
Misdemeanor Arrests	41	50	9	466	421	-45
Felony Arrests	0	4	4	47	65	18

MARINE SERVICES UNIT:

During the 4th Quarter 2010 the GHPD Marine Service Unit (MSU) was largely inactive with no regular patrols scheduled during the off-season. We did conduct a safety patrol during the annual Lighted Boat Parade. Several maintenance items were addressed during this quarter. At the request of the Washington State Patrol, our boat did respond to assist in the search for a person who had jumped off The Narrows Bridge.

A recruitment announcement for the position of MSU Officer has been posted and we hope to send one officer for the week-long certification in April (to replace the two MSU Officers who retired in 2010).

Regular patrols will commence again in spring.

RESERVE UNIT: The Reserve Unit is alive and well and contributing tremendous volunteer hours to the department, the city and its citizens. With three reserve officers for most of the year, the unit had amassed over 950 hours of volunteer time with each reserve officer providing an average of 26 hours per month, which is well above the required minimum.

In October 2010, former GHPD CSO Lynn Mock joined the unit. Lynn will bring a tremendous amount of experience and knowledge to the unit.

Reserve Officers Lori Myer, Ed Santana, Adam Blodgett and Lynn Mock continue to set the standards by which all reserved programs strive for. Below are just some of the unit's highlights for 2010:

- Crime scene call-out for child sexual assault incident.
- Burglary/Arson call-out
- Missing Person call-out
- Search warrants for residential burglary case
- The Gig Harbor Maritime Festival (including manning the dunk-a-cop booth)
- Numerous fun-runs and benefit runs
- And various other search and arrest warrants
- The unit also support the department's monitoring of Sexual Offenders that live within the city limits. Monitored offenders have reached as high as 15 Level 1s and Level 2s, ensuring that each are within compliance set by the state. Our city currently does not have any Level III offenders, which carry the highest risk of reoffending.

- The unit additionally augments the department municipal court transports with reserve officer Myers and Blodgett conducting the bulk of this time consuming detail; freeing full time officers and staff to conduct their primary duties.
- The unit also participates in crime prevention presentations, educating the community is safety and security measures they can take for peace and mind within the community.

The department currently has three recruit reserve officers attending the reserve academy at Fife PD. These three recruits; Matthew Bell, Jennifer Moots and James Oxier started the academy on November 18th 2010 with an estimated graduation date of April 23rd 2011. Matt is a full time corrections officer for Pierce County SO, Jennifer is a full time police dispatcher for LESA Pierce County and James works full time for Hemley's Septic.

The hours volunteered by each officer are as follows:

Lori Myers	-	198
Ed Santana	-	250
Adam Blodgett	-	497
<u>Lynn Mock</u>	-	<u>049</u>
Total		994

If we had to pay for the hours our reserves donated to the city last year, the costs of their salaries would have been over \$40,000.

EXPLORER POST: During the 4th Quarter of 2010 the Explorer Post conducted six training meetings. The post assisted with the First Responders Fair and did Child ID kits for citizens. The post assisted with traffic control in the downtown area on Halloween. The post also provided nighttime security at the Gig Harbor High School for Tidefest.

Two of our past Explorer's Jennifer Moots and James Oxier continue their service with the Gig Harbor Police Department as they started their Reserve Officer Academy. Jennifer Moots was also hired by LESA Dispatch and has started her training towards becoming one of our dispatchers. Explorer Sergeant Matthew Prior received orders from the Marines to start Basic training. Explorer Sergeant Prior had established himself as a leader in the post and he will be missed. Our post continues to receive a good number of applicants and we have been able to bring new Explorers on the post.

C.O.P.S. (Citizens Offering Police Support): The five volunteers in the C.O.P.S. unit accounted for approximately 144 hours of assistance to the police department during the fourth quarter. The unit is running smoothly and the Volunteers are quite eager to help any way possible. They have made several trips to the Crime Lab (Tacoma and

Olympia), Medical Examiner's Office and Toxicology Lab (Seattle) to transport or retrieve evidence. These are tasks that would have otherwise been performed by our officers/detectives.

Moorage enforcement is going well with a much higher rate of compliance to the 48-hour rules. The C.O.P.S. Volunteers will be checking the parks for leash law compliance and will be reminding dog owners of the ordinances when appropriate.

A primary goal for this spring is to implement a Procedures Manual that will standardize the way our Volunteers are performing their duties. We also hope to implement the Home Security Survey program during the first or second quarter of the year.

Below are our officer average response times for our Priority 1, 2 and 3 calls for 2010. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our goal is to respond to Priority 1 calls within 4 minutes 90% of the time. Our 2010 Priority 1 response time of 4.39 is not too far off the mark. Our overall average response time of 7.14 minutes for all three priority levels has increased a small amount in 2010 when compared to 2009. We were short two positions for a time this last year which could have contributed to increased response times.

FINAL 2010			
	P1	P2	P3
January	3.97	6.58	9.54
February	7.72	8.35	10.06
March	5.06	7.4	8.8
April	4.13	7.01	9.38
May	4.94	7.66	9.37
June	5.22	8.18	9.76
July	2.73	7.12	9.51
August	4.97	6.97	9.38
September	2.91	7.4	11.25
October	3.40	7.1	10.27
November	5.08	7.4	9.44
December	2.57	7.37	10.06
YEARLY AVERAGE Minutes	4.39	7.38	9.74

Below are our 2010 year end performance measures and workload indicators.

POLICE
2010 4th Quarter
Performance Measures

	2009 4th Qtr	2010 4th Qtr	2009 Actual	2010 Actual
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	n/a
UCR Violent crimes per 1000 population	n/a	n/a	2.4	*
UCR Property crimes per 1000 population	n/a	n/a	55.8	*
Average police emergency response time in minutes	6.64	6.95	6.84	7.17

Workload Measures

	2009 4th Qtr	2010 4th Qtr	2009 Actual	2010 Actual
Number of dispatched calls for service	2190	2265	8030	8384
Number of office walk in requests for service	666	793	2529	2614
Number of cases assigned for follow-up	43	50	232	214
Number of police reports written	360	573	2034	2130

* UCR stats are published yearly. We will not have the final UCR statistics until June of 2010

Below you will find the reported traffic accidents for the 4th quarter of 2010-- out of the 62 (which is normal per quarter)) accidents during the 4th quarter, 14 involved minor injuries. We had 21 roundabout accidents this last year which is a record. This may have been due to the construction taking place most of the year.

TRAFFIC ACCIDENTS FOR 4th QUARTER 2010					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
10/4/2010	14:48	Pioner Way	Judson St.	FTY	N
10/7/2010	12:50	Pt. Fosdick Dr.	Olympic Dr.	FTY	N
10/8/2010	16:15	Stinson Ave.	Grandview St.		Y
10/8/2010	22:03	Pt. Fosdick Dr.	4831	Inatt. To Driving / No Ins.	N
10/11/2010	12:15	Pioneer Way	Stinson Ave.	FTY	N
10/14/2010	12:10	Pt. Fosdick Dr.	4814		N
10/15/2010	3:08	Harborview Dr.	Dorotich St.	Hit & Run	N
10/15/2010	17:05	Olympic Dr.	Holycroft St.	FTY Left Turn	Y
10/16/2010	17:52	38th Ave.	56th St.		Y
10/17/2010	8:40	35th Ave.	Olympic Dr.	DUI & H&R	N
10/18/2010	16:07	Borgen Blvd.	Ramp E/B SR16		N
10/19/2010	16:44	Olympic Dr.	50th St. Ct.		N
10/20/2010	16:27	Stinson Ave.	Harborview Dr.	Inatt. To Driving	N
10/22/2010	11:47	Burnham Dr.	Sehmel Dr.		N
10/24/2010	14:00	Pt. Fosdick Dr.	45th St. Ct. NW		N
10/26/2010	15:29	Hunt St.	Soundview Dr.	Speed To Fast For Cond.	N
10/27/2010	15:00	Borgen Blvd.	Burnham	Inproper Lane Change	Y
10/27/2010	18:19	Olympic Dr.	SR16	Failed To Stop	Y
10/25/2010	14:15	Borgen Blvd.	51st St		N
10/29/2010	7:12	Olympic Dr.	50th St. Ct.	FTY From Private Drive	Y
10/29/2010	11:43	Borgen Blvd.	Burnham	FTY Uncontrolled Intersec	N
10/30/2010	2:47	61st Ave.	108th St.	DUI, DWLS 2nd, No Ins	Y
10/31/2010	18:25	Olympic Dr.	Pt. Fosdick Dr.		N
11/2/2010	14:20	Burham Dr.	Sehmel Dr.	Improper Lane Travel	N
11/6/2010	13:45	Olympic Dr.	50th St. Ct.	FTY Private Drive	Y
11/7/2010	13:05	51st Ave.	Borgen Blvd.	FTY Left Turn - No Ins.	N
11/7/2010	16:52	5500	Olympic Dr.	DWLS 3rd	N
11/9/2010	15:13	10706	Burnham Dr.		N
11/11/2010	20:10	Pt. Fosdick Dr.	47th St.	Failed To Yield	N
11/14/2010	16:45	4649	Pt. Fosdick Dr.		N
11/15/2010	18:43	Pioneer Way	Judson St.	No Ins. / NVOL	Y
11/16/2010	16:30	Wollochet Dr.	Wagner Way		N
11/18/2010	19:40	Pt. Fosdick Dr.	4831		N

TRAFFIC ACCIDENTS FOR 4th QUARTER 2010 (CONT)					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
11/20/2010	21:12	4701	Burnham		N
11/19/2010	23:04	5114	Wagner Way	FTY	Y
11/22/2010	13:00	Pt. Fosdick Dr.	4545		N
11/24/210	14:00	5500	Stinson Ave.	Following To Close	Y
11/23/2010	13:40	4700	Ramp E/B SR16	FTY	N
11/30/2010	14:21	5100	Harbor Hill Rd.	FTY	N
11/30/2010	14:59	Pt. Fosdick Dr.	36th St.		N
11/30/2010	16:05	7721	Borgen Blvd.		N
12/3/2010	20:00	7502	Hunt St.	FTY Left Turn	N
12/4/2010	17:15	5190	4601		N
12/6/2010	13:24	Olympic Dr.	Pt. Fosdick Dr.	FTY	N
12/7/2010	17:15	Burnham Dr.	10990		N
12/9/2010	6:00	Vernhardson St.	Borgen Blvd.		N
12/9/2010	14:40	50th St. Ct.	53rd Ave.	DUI	Y
12/10/2010	14:00	Olympic Dr.	Hollycroft		N
12/10/2010	13:50	Olympic Dr.	Borgen Blvd.		N
12/11/2010	17:21	Pioneer Way	N. Harborview	Fail To Stop at Stop Sign	N
12/13/2010	20:14	Olympic Dr.	5100		N
12/15/2010	16:34	Olympic Dr.	Borgen Blvd.	No Proof Insurance	N
12/15/2010	15:35	Stinson Ave.	Kimball Dr.		N
12/16/2010	18:30	Olympic Dr.	Borgen Blvd.	Driv.on Rd Laned Traffic	N
12/18/2010	18:00	Burnham Dr.	Burnham		N
12/18/2010	23:20	Rosedale St.	Pt. Fosdick Dr.	FTY	Y
12/22/2010	13:21		5100	FTY	Y
12/23/2010	12:45	Olympic Dr.	Briarwood Ln		N
12/24/2010	13:15	Pt. Fosdick Dr.	5304		N
12/24/2010	12:45	Harbor Hill Dr.	10990		N
12/24/1010	22:55	Olympic Dr.	SR16	DUI	N
12/31/2010	13:26	Pt. Fosdick Dr.	Olympic Dr.	FTY Right Of Way	N
12/22/2010	13:39	51st Ave.	11400		N

4th Quarter Crime Report/Year to Date (through December 2010) there were **1032 crimes investigated** within the city of **Gig Harbor compared to 1258 in 2009**. Over all we saw an 18% decrease in all reported crime in 2010. The most notable increases have been in possession of stolen property at 75%, burglaries at 24% and motor vehicle thefts at 32%.

Year-To-Date Comparison Last 12 Months One-Month Summary

Year-to-date (through December 2010) there were **1032 incidents** within the city of **Gig Harbor**.

Kidnap/Child Lure					
	December 2009	December 2010	Year-To-Date (through Dec 2009)	Year-To-Date (through Dec 2010)	Year-To-Date Percent Change
Child Luring	0	0	1	1	0%

Kidnapping (restrain or abduct)	0	0	0	0	0%
Kidnap/Child Lure Total:	0	0	1	1	0%

Violent Crimes					
	December 2009	December 2010	Year-To-Date (through Dec 2009)	Year-To-Date (through Dec 2010)	Year-To-Date Percent Change
Aggravated Assault	1	1	8	6	-25%
Non Aggravated Assault	5	3	45	31	-31%
Homicide	0	0	0	0	0%
<i>Business Robbery:</i>	0	0	0	6	N/A
<i>Residential Robbery:</i>	0	0	1	1	0%
<i>Street Robbery:</i>	0	0	4	0	-100%
<i>Other Robbery:</i>	0	0	2	0	-100%
Robbery	0	0	7	7	0%
Violent Crimes Total:	6	4	60	44	-27%

Property Crimes					
	December 2009	December 2010	Year-To-Date (through Dec 2009)	Year-To-Date (through Dec 2010)	Year-To-Date Percent Change
<i>Residential Arson:</i>	0	0	0	0	0%
<i>Non-Residential Arson:</i>	0	0	0	2	N/A
Arson	0	0	0	2	N/A
Motor Vehicle Theft	1	0	19	25	32%
<i>Gas Station Runouts:</i>	0	1	2	5	150%
<i>Mail Theft:</i>	0	0	4	3	-25%
<i>Shoplifting:</i>	10	1	92	53	-42%
<i>Theft from Vehicle:</i>	8	10	111	145	31%
<i>Trailer Theft:</i>	0	0	2	2	0%
<i>Boat Theft:</i>	0	0	3	1	-67%
<i>Other Theft:</i>	4	4	44	52	18%
Theft	22	16	258	261	1%
<i>Residential Burglary:</i>	4	2	28	29	4%
<i>Non-Residential Burglary:</i>	2	2	31	44	42%
Burglary	6	4	59	73	24%
<i>Residential Vandalism:</i>	3	9	139	123	-12%
<i>Non-Residential Vandalism:</i>	0	2	6	8	33%
Vandalism	3	11	145	131	-10%
Property Crimes Total:	32	31	481	492	2%

Drug Crimes					
	December 2009	December 2010	Year-To-Date	Year-To-Date	Year-To-Date

			(through Dec 2009)	(through Dec 2010)	Percent Change
Drug Possession (Methamphetamine)	0	0	3	6	100%
Drug Sale/Manufacture (Methamphetamine)	0	1	1	1	0%
Drug Possession (Other)	6	8	52	65	25%
Drug Sale/Manufacture (Other)	0	0	13	5	-62%
Drug Crimes Total:	6	9	69	77	12%

Warrant Arrests, Fraud, Traffic, and Other Incidents					
	December 2009	December 2010	Year-To- Date (through Dec 2009)	Year-To- Date (through Dec 2010)	Year-To- Date Percent Change
Weapons Violations	0	1	10	2	-80%
Warrant Arrests	5	7	86	68	-21%
Fraud or Forgery	13	2	83	79	-5%
Criminal Traffic	20	26	384	195	-49%
Liquor Law Violations	2	5	39	37	-5%
Telephone Harassment	2	0	11	5	-55%
Intimidation	2	0	12	3	-75%
Possession of Stolen Property	0	0	8	14	75%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	44	41	633	403	-36%

Other Crimes					
	December 2009	December 2010	Year-To- Date (through Dec 2009)	Year-To- Date (through Dec 2010)	Year-To- Date Percent Change
Criminal Trespass	1	3	10	13	30%
Failure to Register/Sex Offender	0	0	2	0	-100%
Simple assaults	0	0	0	0	0%
Trafficking in Stolen Property	0	0	2	2	0%
Other Crimes Total:	1	3	14	15	7%

Totals					
	December 2009	December 2010	Year-To- Date (through Dec 2009)	Year-To- Date (through Dec 2010)	Year-To- Date Percent Change
Grand Total:	89	88	1258	1032	-18%

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Subject: Incineration of Controlled Substances Agreement with Simpson Tacoma Kraft Company, LLC

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MDH*

For Agenda of: February 14, 2011

Exhibits: agreement attached

Proposed Council Action: Approve the attached agreement

Initial & Date

Concurred by Mayor:

CLH 2/11

Approved by City Administrator:

MDH

Approved as to form by City Atty:

Via Email

Approved by Finance Director:

MDH 2/11

Approved by Department Head:

MDH 2/11

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

Simpson Tacoma Kraft Company has a permit from the Washington Department of Ecology allowing it to burn controlled substances in its power boiler. We have utilized their service in the past when faced with the necessity to destroy substances no longer needed as evidence for court cases.

FISCAL CONSIDERATIONS

None

RECOMMENDATION

I recommend that the Council approve the Incineration or Controlled Substances Agreement allowing the Gig Harbor Police Department to incinerate controlled substances no longer needed as evidence at the Simpson Tacoma Kraft Company in Tacoma.

INCINERATION OF CONTROLLED SUBSTANCES AGREEMENT

Contract No. 11014

THIS INCINERATION OF CONTROLLED SUBSTANCES AGREEMENT (this "Agreement") is made as of the 1st day of November, 2010 by and between **Simpson Tacoma Kraft Company, LLC** a Washington Limited Liability Company, whose address is 801 Portland Avenue, Tacoma, WA 98421, and the City of Gig Harbor Police Department, a Law Enforcement Agency, whose address is 3510 Grandview Street, Gig Harbor, WA 98335.

RECITALS

- A. Simpson Tacoma Kraft Company, LLC ("Simpson") is the owner of a pulp and paper mill located at 801 Portland Avenue, Tacoma, Washington (the "Property"). The City of Gig Harbor Police Department holds in its custody certain controlled substances which it wishes to lawfully destroy by incineration at the Property. Simpson has a permit from the Washington Department of Ecology to burn controlled substances in its power boiler at the Property, under certain circumstances. Simpson has agreed to allow the City of Gig Harbor Police Department to provide materials for such burning at the Property, subject to the rules and procedures set forth herein.
- B. Pursuant to the terms and conditions of the Agreement, Simpson agrees, at its discretion; to undertake controlled burning activities in its power boiler as a public service at no cost to the City of Gig Harbor Police Department.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual promises of the parties contained herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Scope of Services.
 - A. Authorization. Simpson hereby agrees to burn controlled substances held in custody by the City of Gig Harbor Police Department pursuant to the conditions set forth herein and in Exhibit A, "Disposal Guidelines.}
 - B. Expiration. The services provided by Simpson in Section 1.A above shall expire and be of no further force and effect after December 31, 2014 or upon termination of this agreement by either party. This Agreement may be terminated by either party at any time with or without cause by written notice to the other, termination to be effective immediately upon receipt of notice.
2. Obligations of the Parties
 - A. Compliance with Laws. Each party will comply in all material respects with the all laws and regulations applicable to its activities on the Property, and abide by the Disposal Guidelines.
 - B. Release and Indemnification. The City of Gig Harbor Police Department shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Simpson and its

agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with the activities hereunder or the failure on the part of the City of Gig Harbor Police Department to perform fully its promises contained herein. This indemnity obligation shall apply whether such liability is caused by or contributed to by Simpson or any other party indemnified herein, unless caused by the sole active negligence or willful misconduct of Simpson. In any and all claims against Simpson by any employee of the City of Gig Harbor Police Department, any contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the City of Gig Harbor Police Department indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the City of Gig Harbor Police Department or any contractor under any industrial insurance act, workers' compensation act, disability benefit act, or other employee benefit act, and the City of Gig Harbor Police Department hereby expressly waives any immunity it may have under such acts to the extent necessary or permitted under the law to assure the validity and enforceability by Simpson of the City of Gig Harbor Police Department aforesaid indemnification obligation.

- 3. Governing Law. The provisions of this Agreement shall be governed and construed according to the laws of the State of Washington.
- 4. Modification. This Agreement constitutes the entire agreement between the parties regarding the activities described herein. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against who any change, modification or discharge is sought.
- 5. Assignment. This Agreement is personal to the City of Gig Harbor Police Department and may not be assigned, transferred or conveyed without the prior written consent of Simpson.
- 6. Termination. This Agreement may be terminated by either party at any time with or without cause by written notice to the other, such termination to be effective immediately upon receipt.

IN WITNESS WHEREOF, Simpson and the City of Gig Harbor Police Department have caused this agreement to be executed by their duly authorized representatives the date and year first above written.

CITY OF GIG HARBOR POLICE DEPT.

SIMPSON TACOMA KRAFT CO., LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Guidelines for Incineration of Controlled Substances At Simpson Tacoma Kraft Company

Simpson Tacoma Kraft Company has an Approval Letter issued by the Washington Department of Ecology to burn controlled substances from law enforcement agencies in the facility's wood waste boiler. Simpson does this as a public service. However, a number of restrictions have to be made so that this activity does not infringe on the operation of the mill or occupy too much employee time.

- Solid Materials. Plants, tablets, and powders are fine. However, we cannot introduce glassware or metal apparatus into our boiler.
- Liquids. Small quantities of liquids can be accepted as long as they are in combustible containers (not glass or metal). Individual containers must be less than 8-ounce size.
- Materials have to fit through the 14-inch by 14-inch inspection doors on our furnace or be small enough and of a consistency that they can be deposited on the fuel conveyor belts.
- Simpson employees will not handle or feed these materials into the boiler. It will have to be done by enforcement agency personnel wearing safety equipment that Simpson will make available.
- We ask that the frequency of disposal visits be kept to a minimum and that they be coordinated with visits by other agencies whenever possible. Simpson can provide a list of other approved agencies. Materials for disposal should be accumulated so that visits can be made quarterly or less frequently.
- Simpson will need written agreements with the agencies involved covering activities on our mill site before disposing of any materials. These will include a liability release for any injuries to outside personnel in the performance of these activities. Obtaining approval can be coordinated with Simpson Purchasing Department. Lori Smith at (253) 596-0236.
- Contact Simpson Environmental Services Department at (253) 596-0234 if there are any questions about procedures.

Subject: Approval for 2011 Contract for Services Tacoma Regional Convention and Visitor Bureau

Proposed Council Action: Approve and Authorize the Mayor to execute the Agreement for Tourism Promotion Activities with the Tacoma Regional Convention and Visitor Bureau In the amount of \$5,000.

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund

For Agenda of: February 14, 2011

Exhibits:
1 referenced contract

Initial & Date

Concurred by Mayor: CLH 2/7/11
Approved by City Administrator: PK
Approved as to form by City Atty: Vg email
Approved by Finance Director: [Signature]
Approved by Department Head: 88

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

As outlined in the 2011 Narrative of Objectives the Marketing office has budgeted to contract with the Tacoma Regional Convention and Visitor Bureau (\$5,000) to expand our marketing opportunities. This contractor provides greater exposure to the City of Gig Harbor on their website and in all their promotional materials.

FISCAL CONSIDERATION

This item has already been approved in the 2011 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$5,000.00.

BOARD OR COMMITTEE RECOMMENDATION

I recommend that the Council authorize and accept the contract for Tacoma Regional Convention and Visitor Bureau.

RECOMMENDATION / MOTION

Move to:

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Friday, February 04, 2011 9:21 AM
To: Scott, Karen
Cc: Towslee, Molly
Subject: RE: Council Bills for 2/24/11

Hi Karen. The first packet for the Tourism Promotion Area Interlocal Agreement Amendment is fine as is.

For the second packet, on the council bill, change the Proposed Council Action to read: "Approve and authorize the Mayor to execute the Agreement for Tourism Promotion Activities with Tacoma Regional Convention and Visitor Bureau in the amount of \$5,000."

For the agreement, section 3, how would you know if funds are not spent--is their annual report going to have a line-by-line itemization of how they spent the \$5,000, or is this really just a lump sum for the services provided. If it's a lump sum, the last sentence in section 3 should be deleted; otherwise, there should be some showing of what will be charged for each of the items listed so we can have something to measure against to show that the \$5,000 hasn't been spent.

That's it. Let me know if you have any questions.
--Angela

From: Scott, Karen [mailto:ScottK@cityofgigharbor.net]
Sent: Thursday, February 03, 2011 4:48 PM
To: Angela S. Belbeck
Cc: Towslee, Molly
Subject: Council Bills for 2/24/11

Angela: Hello from the Marketing Department. Attached are two council bills for Feb 14th agenda that are in need of review and approval from you.

The TPA bill is simply an amendment to the original that was approved by council in October. The second is our service contract with Tacoma Regional Convention and Visitors Bureau. We have been working with them for over 5 years. Please let Laureen or I know if you have any questions. Otherwise you can send them back to me and I will get them to Molly.

Thanks.

Karen Scott
253 853 3554
www.gigharborguide.com

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN GIG HARBOR AND THE TACOMA REGIONAL CONVENTION AND
VISITOR BUREAU**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Tacoma Regional Convention and Visitor Bureau, a Washington corporation, 1119 Pacific Avenue, 5th floor, Tacoma, WA Suite 1400 98402, (hereinafter the "Convention and Visitor Bureau"), for tourism promotion activities as described in this agreement.

WHEREAS, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180); and

WHEREAS, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City's treasury, to be used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facility or operation of tourism-related facilities (pursuant to RCW 67.28.1815); and

WHEREAS, the City established a Lodging Tax Advisory Committee for the purpose of recommending the most appropriate use of the hotel-motel tax funds (pursuant to Resolution 509); and

WHEREAS, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Five Thousand Dollars (\$5,000.00) in funding to the Convention and Visitor Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2011 budget; and

WHEREAS, the City desires to provide the funds to the Convention and Visitor Bureau, to perform the activities described herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Five Thousand Dollars (\$5,000.00) in funding to the Convention and Visitor Bureau to perform the following activities and no others:

- A. The Convention and Visitor Bureau staff will support Gig Harbor in marketing to and selling to small meetings and convention operators for our city and region.
- B. Promotion and Marketing- The Convention and Visitor Bureau Staff will market Gig Harbor and include Gig Harbor as part of the following aspects of the Convention and Visitors Bureau; website, Tacoma - Pierce County Visitors Guide 2011.

- C. Web Presence – The Convention and Visitor Bureau staff will provide Gig Harbor focused visitor information and links from www.traveltacoma.com and allow a current Events Listing for Gig Harbor on the Convention and Visitor Bureau Website.
- D. New Projects- The Convention and Visitor Bureau Staff will provide Gig Harbor the opportunity to participate in new projects as appropriate and available and as agreed upon with the Gig Harbor Marketing Director, including but not limited to Meet In Your City, Glass Roots, tour operator fans, travel writer and editor visits and co-op advertising opportunities.
- E. Results- The Convention and Visitor Bureau Staff will produce an annual report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee meetings.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2011 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to the Convention and Visitor Bureau under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) and will be paid quarterly upon receipt of invoice from the Convention and Visitors Bureau. The Convention and Visitors Bureau shall expend the funds prior to December 31, 2011. ~~Any funds not spent by December 31, 2011 shall be promptly returned to the City.~~ B

Section 4. Auditing of Records, Documents and Reports. The Convention and Visitor Bureau shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Convention and Visitor Bureau with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. The Convention and Visitor Bureau agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. The Convention and Visitor Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2012.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that the Convention and Visitor Bureau has failed to expend the hotel-motel tax funds in accordance with state law and this Agreement, the City reserves the right

to commence an action against the Convention and Visitor Bureau to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. **Legal Relations.** Neither the Convention and Visitor Bureau, nor any employee, officer, official or volunteer of the Convention and Visitor Bureau shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the Convention and Visitor Bureau or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. **Indemnification.** The Convention and Visitor Bureau agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Convention and Visitor Bureau under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. **Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. **Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Convention and Visitor Bureau to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Convention and Visitor Bureau agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. **Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 24th day of January 2011.

THE CITY OF GIG HARBOR

By _____

Its Mayor


ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

THE TACOMA REGIONAL
CONVENTION AND VISITOR BUREAU

By 
Its President + CEO

Subject: Pierce County Tourism Promotion Area Interlocal Agreement Amendment

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund

For Agenda of: February 14, 2011

Exhibits: referenced agreement (attached)
Initial & Date

Proposed Council Action:
Approve the amendment to the interlocal agreement as presented by the Pierce County Lodging Association.

Concurred by Mayor: CLH 2/2/11
Approved by City Administrator: RLK
Approved as to form by City Atty: by email 2/7/11
Approved by Finance Director: [Signature]
Approved by Department Head: [Signature]

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

Tourism Promotion Area (TPA) is a self-imposed assessment by the hotel community on overnight stays for the sole purpose of creating new and incremental tourism sales and marketing programs. The original agreement was accepted by council on October 26, 2009 and the attached amendment has been made by Pierce County.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Accept the interlocal agreement amendment as presented by Pierce County.

Scott, Karen

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Friday, February 04, 2011 9:21 AM
To: Scott, Karen
Cc: Towslee, Molly
Subject: RE: Council Bills for 2/24/11

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Thanks.

Karen Scott
253 853 3554
www.gigharborguide.com

**AMENDMENT TO THE INTERLOCAL AGREEMENT
FOR ESTABLISHMENT OF PIERCE COUNTY
TOURISM PROMOTION AREA**

THIS AMENDMENT dated this ____ day of _____, 2011, is made and entered into by and among PIERCE COUNTY, a political subdivision of the State of Washington, the CITY OF TACOMA, a municipal corporation of the State of Washington; the CITY OF PUYALLUP, a municipal corporation of the State of Washington; the CITY OF FIFE, a municipal corporation of the State of Washington; the CITY OF GIG HARBOR, a municipal corporation of the State of Washington; the CITY OF LAKEWOOD, a municipal corporation of the State of Washington; the CITY OF DUPONT, a municipal corporation of the State of Washington; and the CITY OF SUMNER, a municipal corporation of the State of Washington, ("Parties") and amends and attaches to and is part of the existing Interlocal Agreement entered into between the Parties.

RECITALS

1. The Pierce County Council, through Resolution R2009-119, authorized the County Executive to enter into an Interlocal Agreement with the cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner and Tacoma for the establishment of a Pierce County Tourism Promotion Area pursuant to RCW 35.101.

2. The Parties have by appropriate legislative action executed an Interlocal Agreement for the Establishment of Pierce County Tourism Promotion Area ("TPA Agreement") to levy special assessments to fund tourism promotion. The Pierce County contract number for the TPA Agreement is 077381-0.

3. The Pierce County Council, through Ordinance 2009-110s, created the Pierce County Tourism Promotion Area to levy special assessments to fund tourism promotion.

4. The parties agree that there is ambiguity in the phrase "and are not intended to supplant existing funding" in Section 7, paragraph E of the TPA Agreement and that this phrase has unintended fund distribution, accounting and auditing consequences.

5. To resolve the ambiguity of this phrase and its unintended consequences, the parties desire to amend the TPA Agreement to clarify the parties' agreement of the management of funds derived from the TPA special assessment.

AMENDMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment and the TPA Agreement, the parties agree as follows:

Amendment Section 7, paragraph E

Section 7, paragraph E of the Agreement currently reads as follows:

E. The parties hereto acknowledge and agree that funds derived from the TPA Special Assessment are intended to enhance and extend existing tourism marketing efforts, **and are not intended to supplant existing funding** for the Tacoma/Pierce County Convention and Visitors Bureau (the "CVB", the Pierce County Sports Commission, or any other tourism marketing organization, as set forth in prior agreements. The parties agree that a reduction in funds to the CVB or other tourism marketing organization by a party to this Agreement may impact that party's ability to receive the benefits intended by participation in this Agreement. (emphasis added)

The phrase "**and are not intended to supplant existing funding**" is deleted. The revised paragraph hereafter reads as follows:

E. The parties hereto acknowledge and agree that funds derived from the TPA Special Assessment are intended to enhance and extend existing tourism marketing efforts for the Tacoma/Pierce County Convention and Visitors Bureau (the "CVB"), the Pierce County Sports Commission, or any other tourism marketing organization, as set forth in prior agreements. The parties agree that a reduction in funds to the CVB or other tourism marketing organization by a party to this Agreement may impact that party's ability to receive the benefits intended by participation in this Agreement

In all other respects, the terms, conditions, duties and obligations of the parties shall remain the same as agreed in the TPA Agreement.

This document shall be attached to the existing TPA Agreement.

IN WITNESS WHEREOF, Pierce County and the Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, and Tacoma have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

PIERCE COUNTY

By: _____

By: _____

By: _____

By: _____

Approved as to form:

Deputy Prosecuting Attorney

CITY OF TACOMA

By: _____

By: _____

By: _____

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF PUYALLUP

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF FIFE

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF GIG HARBOR

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF LAKEWOOD

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF DUPONT

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF SUMNER

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney



Business of the City Council
City of Gig Harbor, WA

Subject: HUD Agreement for the Donkey Creek Transportation Project

Proposed Council Action: Authorize the Mayor on behalf of Council to approve the grant agreement with HUD for the Donkey Creek Transportation Project in the amount of \$1, 461,000.00.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: February 14, 2011
Exhibits: Agreement

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

Initial & Date
CLA 2/11
POK
VIA EMAIL
OP 2/11

Expenditure Required	approximately \$500,000	Amount Budgeted	see Fiscal **	Appropriation Required	see Fiscal **
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INFORMATION / BACKGROUND

In November of 2006, the City entered into an agreement with the Gig Harbor Peninsula Historical Society (GPHS) that included the purchase of a conservation easement over GPHS property in 2009. The conservation easement was required in order restore Donkey Creek. A US Fish & Wildlife grant and a portion of a Washington State RCO grant will be used to for the Donkey Creek Day-Lighting Project. Additional federal funds approved in 2009 increased the scope under a Neighborhood Initiative Grant through the US Department of Housing and Urban Development (HUD). That work includes transportation improvements for increased safety and improved circulation in the area of Donkey Creek Park (Harborview Drive, North Harborview Drive and Austin Street). An environmental review was completed in order to satisfy the final steps in the federal application process. The attached contract finalizes the award.

FISCAL CONSIDERATION

**Funding for this work will be in the form of reimbursement of expenses through the HUD appropriation. As a 2-year project and depending on 2011 expenditures, a budget amendment may be required.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the grant agreement with HUD for the Donkey Creek Transportation Project in the amount of \$1,461,000.00.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

JAN 12 2011

The Honorable Charles Hunter
Mayor of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335-1214

Dear Mayor Hunter:

The Department is pleased to announce approval of the following Neighborhood Initiative (NI) grant, as funded by the Congress in the Consolidated Appropriations Act, 2010 (PL 111-117) and as described in the Conference Report accompanying the Act (HR 111-366).

Project No.: B-10-NI-WA-0006
Project Funding: \$1,461,000
Recipient: City of Gig Harbor

This letter transmits the following documents and guidance needed to activate your FY 2010 special project grant.

1. Grant Agreement. Enclosed are four copies. Please read the agreement carefully, noting any attachments which have modifications or special conditions on this grant. Please sign and date three copies with original signatures and return them as noted below. The fourth copy is for your records pending receipt of a countersigned copy.
2. Assistance Award - Form 1044. Four copies are enclosed. Please sign and date three copies with original signatures and return them as noted below. The fourth copy is for your records pending receipt of a countersigned copy.
3. Grant Award Instructions and Forms for Drawing Down Funds. HUD uses the Line of Credit Control System (LOCCS) for financial management of grant funds. This document contains important information and forms for accessing LOCCS, as well as other information concerning reporting requirements. Under this system, you identify the bank account into which you want HUD to deposit funds electronically. Then you request scheduled payments, using a voice response system.

You will be able to draw down funds once: 1) HUD executes the above documents and processes the related forms; 2) HUD issues a LOCCS User ID number and a LOCCS Voice Response System number for the LOCCS account; and 3) HUD has accepted the required certifications and environmental review, if required.

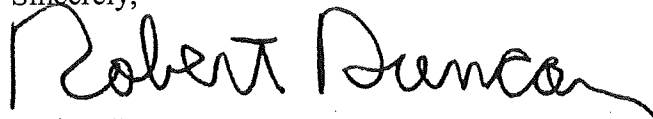
Please complete each of the following forms and return them as directed below:

- a) the three signed originals of the Grant Agreement;
- b) the three signed originals of the Assistance Award (HUD Form 1044);
- c) the Direct Deposit Form (SF 1199) completed by you and your financial institution;
- d) evidence of the ABA number for your depository account, such as a VOIDED blank check, a deposit slip or similar documentation; and
- e) the notarized LOCCS Access Authorization Form (HUD form 27054).

Items a) through d) should be sent to the Grant Officer for this Grant, Gregory Lambert , Room 7146, U.S. Dept. of Housing and Urban Development, 451 Seventh Street, SW, Washington, DC 20410. Item d), the LOCCS Access Authorization Form, should be sent directly to the address in bold at the top of the form. If you or your staff has any questions about these documents and procedures, please contact Gregory Lambert at 202-402-4621, fax (202)-708-7543, or Gregory.A.Lambert@hud.gov.

The Department looks forward to working with you toward a successful completion of this project.

Sincerely,



Robert Duncan

Associate Deputy Assistant Secretary
for Economic Development

Enclosures

Assistance Award/Amendment **U.S. Department of Housing and Urban Development**
Office of Administration

1. Assistance Instrument Cooperative Agreement Grant
2. Type of Action Award Amendment

3. Instrument Number B-10-NI-WA-0006
4. Amendment Number
5. Effective Date of this Action
6. Control Number

7. Name and Address of Recipient
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335-1214
EIN: 91-6001435
DUNS# 014365621-0000
8. HUD Administering Office
CPD, EDI Special Project Division
451 7th Street, SW, Rm 7146
Washington, DC 20410-7000
8a. Name of Administrator
8b. Telephone Number

10. Recipient Project Manager
Charles Hunter
9. HUD Government Technical Representative
Gregory Lambert 202-402-4621

11. Assistance Arrangement Cost Reimbursement Cost Sharing Fixed Price
12. Payment Method Treasury Check Reimbursement Advance Check Automated Clearinghouse
13. HUD Payment Office
Chief Financial Officer

14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount		15a. Appropriation Number	15b. Reservation Number NHI 10
HUD Amount this Action	\$1,461,000.00	Amount Previously Obligated	
Total HUD Amount	\$1,461,000.00	Obligation by this Action	\$1,461,000.00
Recipient Amount		Total Obligation	\$1,461,000.00
Total Instrument Amount	\$1,461,000.00		

16. Description
City of Gig Harbor, Gig Harbor, WA for improved physical access to area businesses

This Award consists of the following items which are appended to and hereby made part of this Award:

(A) Cover Page - HUD 1044
(B) Grant Agreement

Special Conditions:
Please contact Deborah Peavler-Stewart - HUD Area Environmental Officer at 206-220-5150, Deborah_Peavler-Stewart@hud.gov concerning environmental review. NO FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

17. Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.
18. Recipient is not required to sign this document.

19. Recipient (By Name):
The Honorable Charles Hunter
20. HUD (By Name):
Robert Duncan

Signature & Title: Mayor of Gig Harbor
Date:
Signature and Title: ADAS for Economic Development
Date:

FY 2010 NEIGHBORHOOD INITIATIVE PROJECT NO. B-10-NI-WA-0006

GRANT AGREEMENT

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Gig Harbor (the Grantee) is made pursuant to the authority of Public Law 111-117 (Consolidated Appropriations Act, 2010) and House Report 111-366 (the Conference Report accompanying the Appropriations Act). The Grantee's application, as may be amended by the provisions of this Grant Agreement, is hereby incorporated into this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,461,000 available to the Grantee.

The Grantee agrees to abide by the following:

ARTICLE I. HUD Requirements.

The Grantee agrees to comply with the following requirements for which HUD has enforcement responsibility.

- A. The grant funds will only be used for activities described in the application, which is incorporated by reference and made part of this Agreement as may be modified by Article VII (A) of this Grant Agreement.
- B. **EQUAL OPPORTUNITY REQUIREMENTS**
The grant funds must be made available in accordance with the following:
 - 1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
 - 2. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
 - 3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
5. For those grants funding construction covered by 24 CFR 135, the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) which requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.
6. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. See 24 CFR Part 85.36(e) , which describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
7. Where applicable, Grantee shall maintain records of its efforts to comply with the requirements cited in Paragraphs 5 and 6 above.

C. ENVIRONMENTAL REVIEW REQUIREMENTS.

The Grantee shall fulfill any requirements that may be imposed by HUD, which is responsible for all environmental review and decision-making, pursuant to the National Environmental Policy Act and other environmental requirements implemented by 24 CFR Part 50, including HUD regulatory requirements on noise, siting near flammable and explosive hazards and siting near airports.

- D. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations."
- E. For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments. For Non-Profits, the Administrative requirements of 24 CFR Part 84, including the procurement requirements of 24 CFR Part 84.40, and OMB Circular A-122 regarding Cost Principles for Non-Profit Institutions. For Institutions of Higher Education the applicable OMB Circular regarding Cost Principles is A-21.
- F. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- G. The regulations at 24 CFR Part 21, regarding requirements for Drug-Free Workplace.
- H. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.
- I. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.
- J. The regulations at 24 CFR Part 35, where applicable, regarding Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- K. The regulations at 24 CFR Part 5.109, where applicable, regarding Equal Participation of Religious Organizations in HUD Programs and Activities.
- L. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

ARTICLE II. Conditions Precedent to Draw Down.

The Grantee may not draw down grant funds until the following actions have taken place:

- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and otherwise follows the requirements of 24 CFR Part 85 or Part 84 and Treasury Circular 1075 (31 CFR Part 205).

ARTICLE IV. Performance Reports.

- A. The Grantee shall submit to the Grant Officer a performance report every six months after the effective date of the Grant Agreement. Performance reports shall consist of (1) a narrative of work accomplished during the reporting period and (2) a completed Federal Financial Report – SF-425.

Performance reports shall conform with 24 CFR 85.40 and 85.41 or 24 CFR Sections 84.50 through 84.53, as applicable.

HUD may require additional information or increased frequency of reporting as described in Article VII (C). Additional information required or increased frequency of reporting as may described in Article VII (C).

- B. The performance reports must contain the information required under 24 CFR Part 85.40 or 24 CFR Part 84.51, as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of significant cost overruns.
- C. No grant drawdowns will be approved for projects with overdue performance reports.

ARTICLE V. Project Close-out.

- A. The grantee shall submit to the Grant Officer a written request to close-out the grant 30 days after the grantee has drawn down all funds and completed the activities described in the application, as may be amended. The final report shall consist of (1) a narrative of all work accomplished during the project period and (2) a completed Federal Financial Report – SF-425 covering the entire project period.

HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.

- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested

- C. The Grantee shall provide to HUD the following documentation:
1. A Certification of Project Completion.
 2. A Certification of compliance with all requirements of the Grant Agreement
 3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of OMB Circular A-122, A-87 or A-21 as applicable, including the “necessary and reasonable” standard); a certification of the costs; and the amounts and sources of other project funds.
 4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- D. The Grantee agrees that the grant funds are allowable only to the extent that the project costs, meeting the standard of OMB Circular A-122, A-87 or A-21 as applicable, equal the grant amount plus other sources of project funds provided.
- E. When HUD has determined that the grant funds are allowable, the activities were completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Grantee will sign the Close-out Agreement and Close-out Certificate.
- F. The Close-out Agreement will include the Grantee’s Agreement to abide by any continuing federal requirements.

ARTICLE VI. Default.

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, any noncompliance with legislative, regulatory, or other requirements applicable to the Agreement, any other material breach of this Agreement, or any material misrepresentation in the application submissions.

ARTICLE VII. Additional Provisions.

- A. Project Description. The project is described in the application with the following changes:
- B. Changes or Clarification to the Application Related to Participating Parties:
The Administrative Agent if any:
- C. Special Conditions:
The Consolidated Appropriations Act, 2010 provides that no funds made available under the Act may be used to support any Federal, State or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For purposes of this provision, public use shall not be construed to include economic development that primarily benefits private entities.

- D. No funds may be drawn done under this grant, until the completion of the environmental pursuant to 24 CFR Part 50.

U.S. Department of Housing
and Urban Development

City of Gig Harbor
The Honorable Charles Hunter

Authorized Signature

Authorized Signature

DUNS 014365621-0000

Robert Duncan

Associate Deputy Assistant Secretary
for Economic Development

Title

Date

Date



Grant Application Package

Opportunity Title:	Economic Development Initiative - NEIGHBORHOOD INITIATI
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.251
CFDA Description:	Economic Development Initiative-Special Project, Neighb
Opportunity Number:	2010-EDI-NI
Competition ID:	10-EDI-NI
Opportunity Open Date:	02/22/2010
Opportunity Close Date:	12/31/2010
Agency Contact:	Holly A. Kelly Deputy Director E-mail: Holly.Kelly@hud.gov Phone: 202-402-6324

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name:

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)

Disclosure of Lobbying Activities (SF-LLL)

Optional Documents

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Instructions

- 1** Enter a name for the application in the Application Filing Name field.

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: Completed by Grants.gov upon submission.		4. Applicant Identifier: _____
5a. Federal Entity Identifier: B-10-NI-WA-006		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Gig Harbor		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 91-6001435		* c. Organizational DUNS: 0143656210000
d. Address:		
* Street1: 3510 Grandview Street		
Street2: _____		
* City: Gig Harbor		
County/Parish: Pierce		
* State: WA: Washington		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 98335-1214		
e. Organizational Unit:		
Department Name: _____		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.		
* First Name: Lita Dawn		
Middle Name: _____		
* Last Name: Stanton		
Suffix: _____		
Title: Special Projects		
Organizational Affiliation: _____		
* Telephone Number: 253-853-7609		Fax Number: _____
* Email: stantonl@cityofgigharbor.net		

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type: <input type="text" value="C: City or Township Government"/> Type of Applicant 2: Select Applicant Type: <input type="text"/> Type of Applicant 3: Select Applicant Type: <input type="text"/> * Other (specify): <input type="text"/>		
* 10. Name of Federal Agency: <input type="text" value="US Department of Housing and Urban Development"/>		
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="14.251"/> CFDA Title: <input type="text" value="Economic Development Initiative-Special Project, Neighborhood Initiative and Miscellaneous Grants"/>		
* 12. Funding Opportunity Number: <input type="text" value="2010-EDI-NI"/> * Title: <input type="text" value="Economic Development Initiative - NEIGHBORHOOD INITIATIVE"/>		
13. Competition Identification Number: <input type="text" value="10-EDI-NI"/> Title: <input type="text"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text" value="Vicinity Map.pdf"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>		
* 15. Descriptive Title of Applicant's Project: <input type="text" value="Donkey Creek Transportation Project"/>		
Attach supporting documents as specified in agency instructions. <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>		

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input style="width: 80px;" type="text" value="WA-006"/>	b. Program/Project <input style="width: 80px;" type="text" value="WA-006"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input style="width: 80px;" type="text" value="12/31/2010"/>	* b. End Date: <input style="width: 80px;" type="text" value="12/31/2012"/>
18. Estimated Funding (\$):	
* a. Federal	<input style="width: 150px;" type="text" value="1,461,000.00"/>
* b. Applicant	<input style="width: 150px;" type="text" value="0.00"/>
* c. State	<input style="width: 150px;" type="text" value="0.00"/>
* d. Local	<input style="width: 150px;" type="text" value="0.00"/>
* e. Other	<input style="width: 150px;" type="text" value="0.00"/>
* f. Program Income	<input style="width: 150px;" type="text" value="0.00"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="1,461,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 80px;" type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input style="width: 100px;" type="text" value="Mr."/>	* First Name: <input style="width: 300px;" type="text" value="Chuck"/>
Middle Name: <input style="width: 300px;" type="text"/>	
* Last Name: <input style="width: 500px;" type="text" value="Hunter"/>	
Suffix: <input style="width: 100px;" type="text"/>	
* Title: <input style="width: 450px;" type="text" value="Mayor-City of Gig Harbor"/>	
* Telephone Number: <input style="width: 250px;" type="text" value="253-853-7611"/>	Fax Number: <input style="width: 200px;" type="text"/>
* Email: <input style="width: 650px;" type="text" value="hunterc@cityofgigharbor.net"/>	
* Signature of Authorized Representative: <input style="width: 180px;" type="text" value="Completed by Grants.gov upon submission."/>	* Date Signed: <input style="width: 180px;" type="text" value="Completed by Grants.gov upon submission."/>



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

Subject:
2011 Surveying Services – Consultant Services Contract/ Sitts & Hill Engineers, Inc.,

Proposed Council Action:
Authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc., for survey services in 2011 for the City in an amount not to exceed \$ 68,308.00.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *AL*

For Agenda of: February 14, 2011

Exhibits: Consultant Services Contract and Scope of Services

	Initial & Date
Concurred by Mayor:	<i>CLH 2/10/11</i>
Approved by City Administrator:	<i>RSK</i>
Approved as to form by City Atty:	<i>by email 2/10/11</i>
Approved by Finance Director:	<i>CJR 2/11</i>
Approved by Department Head:	<i>L 2/10/2011</i>

Expenditure Required	\$68,308	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City of Gig Harbor is preparing to complete multiple objectives in the 2011 Budget that require survey services. In anticipation of completing these projects the City requested qualifications from licensed professional land surveyors to assist with these survey services.

The intent of this consultant services contract is for the surveyor to provide a comprehensive scope of services for all identified survey needs by the City for the 2011 calendar year. As a result, multiple funds are providing budget for this contract. See "Financial Consideration" below for detailed budget information.

Based on the Statement of Qualifications provided, the City Engineer has determined Sitts & Hill Engineers, Inc., to be the most qualified firm for the survey services.

FISCAL CONSIDERATION

The 2011 Water Capital Fund, 2011 Streets Operating Fund, 2011 Streets Capital Fund, and 2011 Park Development Capital Fund have the following budget allocated for this project:

2011 Water Capital Fund (420):	
Asbestos Cement Water Main Replacement (Objective 5)	\$ 660,000
Shurgard Water Main Replacement (Objective 6)	\$ 450,000
Anticipated 2011 Expenses:	
Surveying Services (Sitts & Hill)	\$ (27,574)
<i>Project Design/Construction Management</i>	\$ (40,000)
<i>Public Works Contract/Contingency</i>	\$(1,042,425)
Remaining 2011 Water Capital Budget =	\$ 0

2011 Streets Operating Fund (101):	
Roadway Survey Monumentation (Objective 4)	\$ 15,000
Anticipated 2011 Expenses:	
Surveying Services (Sitts & Hill)	\$ (16,681)
Remaining 2011 Streets Operating Budget =	\$ (1,681)

2011 Streets Capital Fund (102):	
50 th Street Connection (Objective 2)	\$ 15,000
Anticipated 2011 Expenses:	
Surveying Services (Sitts & Hill)	\$ (5,319)
Remaining 2011 Streets Capital Budget =	\$ 9,681

2011 Park Development Capital Fund (109):	
Twalkut Trail Connection (Objective 10)	\$ 20,000
Wilkinson Farm Park Wetland Delineation/Mitigation Plan (Objective 11)	\$ 15,000
Anticipated 2011 Expenses:	
Consultant Services Contract – Twalkut Trail (Grette & Assoc)	\$ (4,737)
Consultant Services Contract – Wilkinson Farm Park (Grette & Assoc)	\$ (6,493)
Surveying Services (Sitts & Hill)	\$ (18,733)
Remaining 2011 Park Development Capital Budget =	\$ 5,037

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc., for survey services in 2011 for the City in an amount not to exceed \$ 68,308.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SITTS & HILL ENGINEERS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sitts & Hill Engineers, Inc., a Corporation organized under the laws of the State of Washington located and doing business at 4815 Center Street, WA 98409 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the various survey services throughout the City for the 2011 calendar year requiring a licensed Professional Land Surveyor and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 10, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty-eight Thousand Three Hundred Eight Dollars and Zero Cents (\$68,308.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

CONSULTANT:
SITTS & HILL ENGINEERS, INC.
ATTN: Robert Erb, P.L.S.
Principal, Director of Surveying
4815 Center Street
Tacoma, WA 98409
(253) 474-9449

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

XVII. Assignment

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

XVIII. Modification

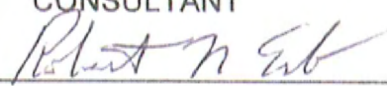
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

[The remainder of this page left intentionally blank]

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 201_____.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners
4815 Center Street, Tacoma, WA 98409
Telephone (253) 474-9449
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.
BRENT K. LESLIE, P.E.
ROBERT N. ERB, P.L.S.
RANDALL C. HAYDON, P.L.S.
KATHY A. HARGRAVE, P.E.
LARRY G. LINDELL, P.E.

February 10th, 2011

CITY OF GIG HARBOR
3510 Grandview Street
Gig Harbor, Washington 98335

TO: Mr. Steve Mislurak, P.E.

SUBJECT: **PROPOSAL FOR SURVEYING SERVICES IN GIG HARBOR, WASHINGTON**

Dear Mr. Mislurak:

Sitts & Hill Engineers is pleased to present this proposal for surveying services for the following Tasks in Gig Harbor, Washington:

- Task 1 - Project Management for all Tasks
- Task 2 - A/C Water Main Replacement
- Task 3 - Shurgard Water Main Replacement
- Task 4 - City Wide Record Monument Control System
- Task 5 - 50th Street Culvert Crossing
- Task 6 - Wilkinson Farm Park Wetlands
- Task 7 - Twawelkax Trail Wetlands
- Task 8 - Twawelkax Trail Site

PROJECT DESCRIPTION

Sitts & Hill Engineers proposes to provide topographic mapping services for Tasks 2, 3, 5 and 7; wetland delineation flag locations for Tasks 6 and 7; a City wide survey control network for Task 4 and Project Management for all the listed tasks.

ASSUMPTIONS

We have made the following assumptions in the calculation of estimated surveying services fees:

1. Notice will be provided to property owners as necessary by the City.
2. The City will coordinate Utility Locate services.
3. Property lines and public right of way lines will be **approximately** determined by Sitts & Hill through limited research of public records and information provided by the City.

The City of Gig Harbor
February 10th, 2011
Page 2 of 3

4. Sitts & Hill Engineers will provide Project Management and administration for all tasks in this proposal (Task 1).
5. The limits of the A/C topographic survey (Task 2) will be based on GIS exhibits provided by the City on February 3rd, 2011 (attached) and will include the full width of the right of way.
6. The limits of the Shurgard topographic survey (Task 3) will be based on GIS exhibits provided by the City on February 3rd, 2011 and will include the full width of the Tacoma City Light right of way and a +/- 50 foot strip running east - west from the Tacoma City Light portion to Soundview Drive. The northerly and southerly limits of said strip to be determined through further discussions with City Staff.
7. Sitts & Hill will provide a City wide control network (Task 4) utilizing existing published control stations supplemented with new positions established on existing monumentation. The network will consist of ten or more positions. The accuracies of the horizontal and vertical control are contingent on the accuracies of the existing published control stations that are utilize in development of the network.
8. The limits of the 50th Street topographic survey (Task 5) will be based on GIS exhibits provided by the City on February 3rd, 2011 and will include the full width of 50th Street Court N.W. right of way and the easterly extension thereof. The topographic survey will include 50 feet upstream and 100 feet downstream from 50th Street Court N.W.
9. An exhibit map showing approximate wetland flag locations and numbering scheme will be provided by others for the Wilkinson Park Farm (Task 6) and Twawelkax Trail (Task 7) wetlands location survey. Sitts & Hill will provide a data sheet with the Northing and Easting locations of the wetlands flags.
10. The limits of the Twawelkax Trail topographic survey (Task 8) will be based on GIS exhibits provided by the City on February 3rd, 2011. Significant trees over six inches in diameter will be located and size and type will be noted.
11. The Horizontal Datum for all work will be ground coordinates based on NAD 83/91 Washington State Plane Grid Coordinate System, South Zone (4602).
12. The Vertical Datum for all work will be NGVD 29.

BASIC SCOPE OF SURVEYING SERVICES

Sitts & Hill Engineers understands the Scope of surveying services to be defined as follows. A more detailed list of sub-tasks is attached in our Cost Estimate breakdown. If Additional Items are required or excluded, please contact our office so that adjustments can be made to the proposed fees.

1. Project Management.
2. Meetings with the City Staff.
3. Limited right of way, boundary and control research sufficient for approximate locations.
4. Topographic mapping.

The City of Gig Harbor
February 10th, 2011
Page 3 of 3

5. Control Network Survey.
6. Delineated wetland flag locations.
7. Deliverables in AutoCAD version 2007 or later.
8. Signed and sealed hard copies of Topographic and Control Maps.

EXCLUSIONS - BASIC SCOPE OF SURVEYING SERVICES

The following are a list of Additional Services that, at your request, may be performed under a separate contract if necessary.

1. Our Scope of services does **not** include the determination or location of easements of record on project properties or those adjoining this project.
2. Boundary determination on adjoining properties.
3. Preparation of Legal Descriptions and Exhibits for proposed easements relating to this project.
4. Tree locations (except Twawelkax Trail topographic survey).
5. Setting of permanent property corners and subsequent filing of a Record of Survey per (RCW 58.09.040)

FEES

Please see the attached "Cost Estimate Sheets" for surveying fees associated with each task. Our surveying services will be billed monthly on a Time and Materials basis.

We are prepared to begin work upon receipt of Authorization to Proceed and all work related to the above Scope will be completed and delivered in accordance with the City's schedule.

We appreciate this opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Robert N. Erb, P.L.S.
Principal - Director of Surveying

v:14,914/jobopen/2011-02-10 - All.doc

File: City of Gig Harbor
 By: RNE
 Date: 2/9/2011

Survey Estimate Sheet

Sitts & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax: (253) 474-0153

Project: Project Management - All Projects

Task	Hours		L.S.	Robotic/GPS Crew	Crew(2)	Project Surveyor	Survey Technician	%Vehicle Per Mile \$0.50	%Material Per Unit \$0.50	Other	Total
	Rates										
1. Project Administration			16	0	0	4	0	0	\$0.00	\$0.00	\$2,560.00
2. Project Management			4	0	0	16	0	0	\$0.00	\$0.00	\$2,140.00
3. Meetings - Topographic Surveys			0	0	0	8	0	0	\$0.00	\$0.00	\$800.00
4. Site Visits			0	0	0	8	0	0	\$0.00	\$0.00	\$800.00
5. Quality Control			12	0	0	8	0	0	\$0.00	\$0.00	\$2,420.00
6.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
7.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
8.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
9.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
10.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
11.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
12.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
13.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
14.			0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Total Hours			32	0	0	44	0	0	\$0.00	\$0.00	\$6,720.00
Total Dollars			\$4,320.00	\$0.00	\$0.00	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,720.00

Total Man Hours 76 Grand Total Dollars \$8,720.00

General Notes:

- * Vehicle Mileage and Materials are included in hourly crew rates
- * The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project

File: City of Gig Harbor
 By: RNE
 Date: 2/9/2011

Topographic Survey Estimate Sheet

Sitts & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax (253) 474-0153

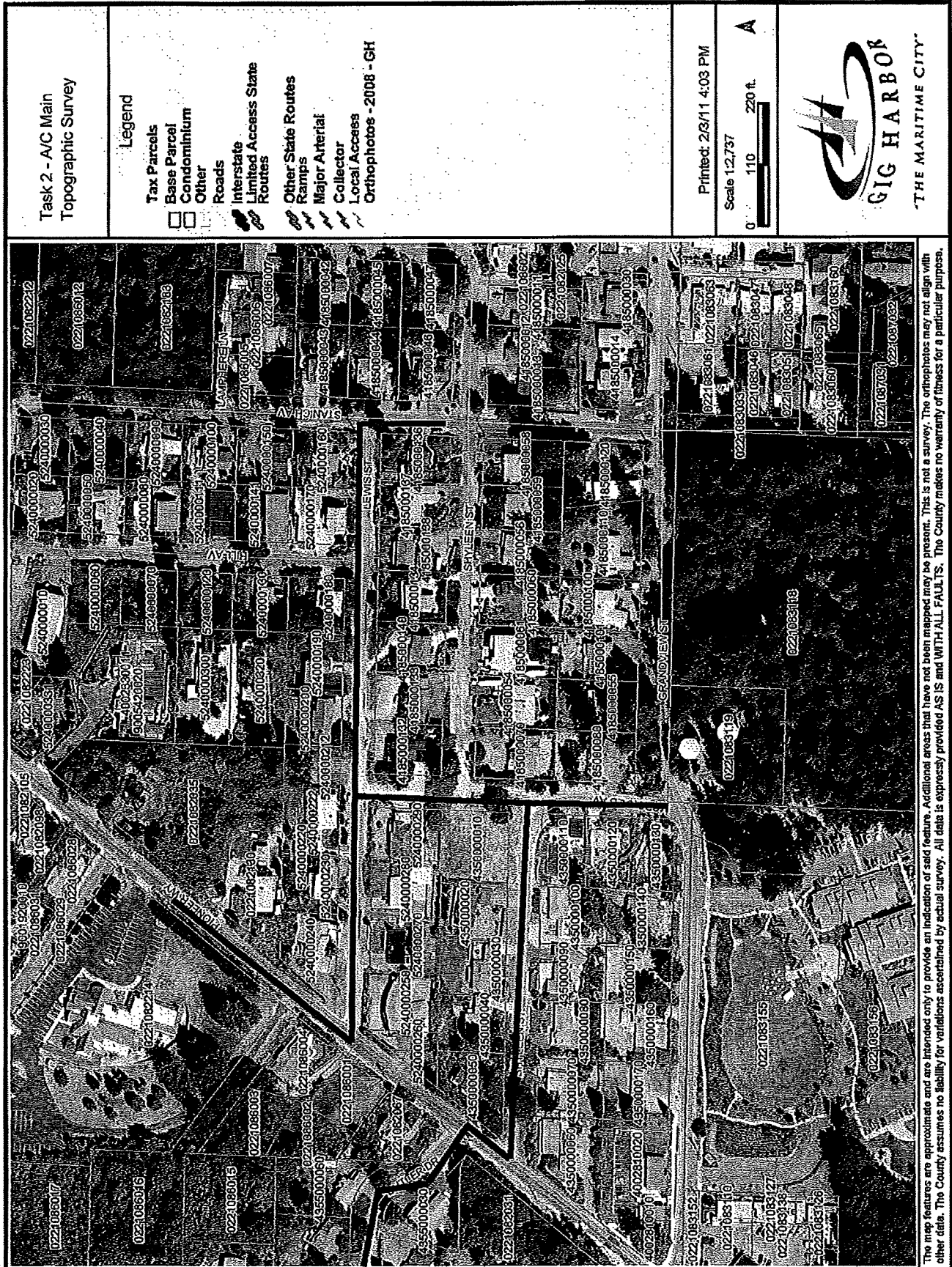
Project: A/C Main Replacement Topographic Survey of Approximately 3,300 LF of Water Main Replacement
 Robotic/GPS

Task	Hours	L.S.	Crew	Crew(2)	Project Surveyor	Survey Technician	*Vehicle Per Mile \$0.50	*Material Per Unit \$0.50	Other	Total
1. Research - Right-of-Way or Boundary	0	\$135.00	0	0	\$100.00	\$95.00	0	0	\$0.00	\$400.00
2. Research Utilities	0	0	0	0	8	0	0	0	\$0.00	\$800.00
3. Primary Horizontal Control Done as Part of Record Monument Survey	0	0	0	0	0	0	0	0	\$0.00	\$0.00
4. Secondary Horizontal Control	0	0	0	4	0	0	0	0	\$0.00	\$576.00
5. Primary Vertical Control Done as Part of Record Monument Survey	0	0	0	0	0	0	0	0	\$0.00	\$0.00
6. Secondary Vertical Control	0	0	0	4	0	0	0	0	\$0.00	\$576.00
7. Utility Locates Coordination City of Gig Harbor will Coordinate	0	0	0	0	0	0	0	0	\$0.00	\$0.00
8. Data Collect Topography	0	0	0	40	0	0	0	0	\$0.00	\$5,760.00
9. Field Utility Investigation Invert Elevations or Structure Details	0	0	0	8	0	0	0	0	\$0.00	\$1,152.00
10. Process Electronic Data and Field Notes	0	0	0	0	0	24	0	0	\$0.00	\$2,280.00
11. Develop Terrain Model	0	0	0	0	0	8	0	0	\$0.00	\$760.00
12. Draft Final Map	0	0	0	0	0	12	0	0	\$0.00	\$1,140.00
13. Approximate Right-of-Way Determination	0	0	0	0	2	0	0	0	\$0.00	\$200.00
14. Finalize and Deliver	0	0	0	0	2	0	0	0	\$0.00	\$200.00
Total Hours	0	0	0	56	16	44	0	0	0	\$13,844.00
Total Dollars	\$0.00	\$0.00	\$8,064.00	\$1,600.00	\$4,180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,844.00
Total Man Hours				172						\$13,844.00

General Notes:

* Vehicle Mileage and Materials are included in hourly crew rates

** The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project



File: City of Gig Harbor
 By: RNE
 Date: 2/8/2011

Topographic Survey Estimate Sheet

Sitts & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax: (253) 474-0153

Project: Shurgard Water Main Replacement Topographic Survey of Approximately 2,500 LF of Water Main
 Robot/GPS

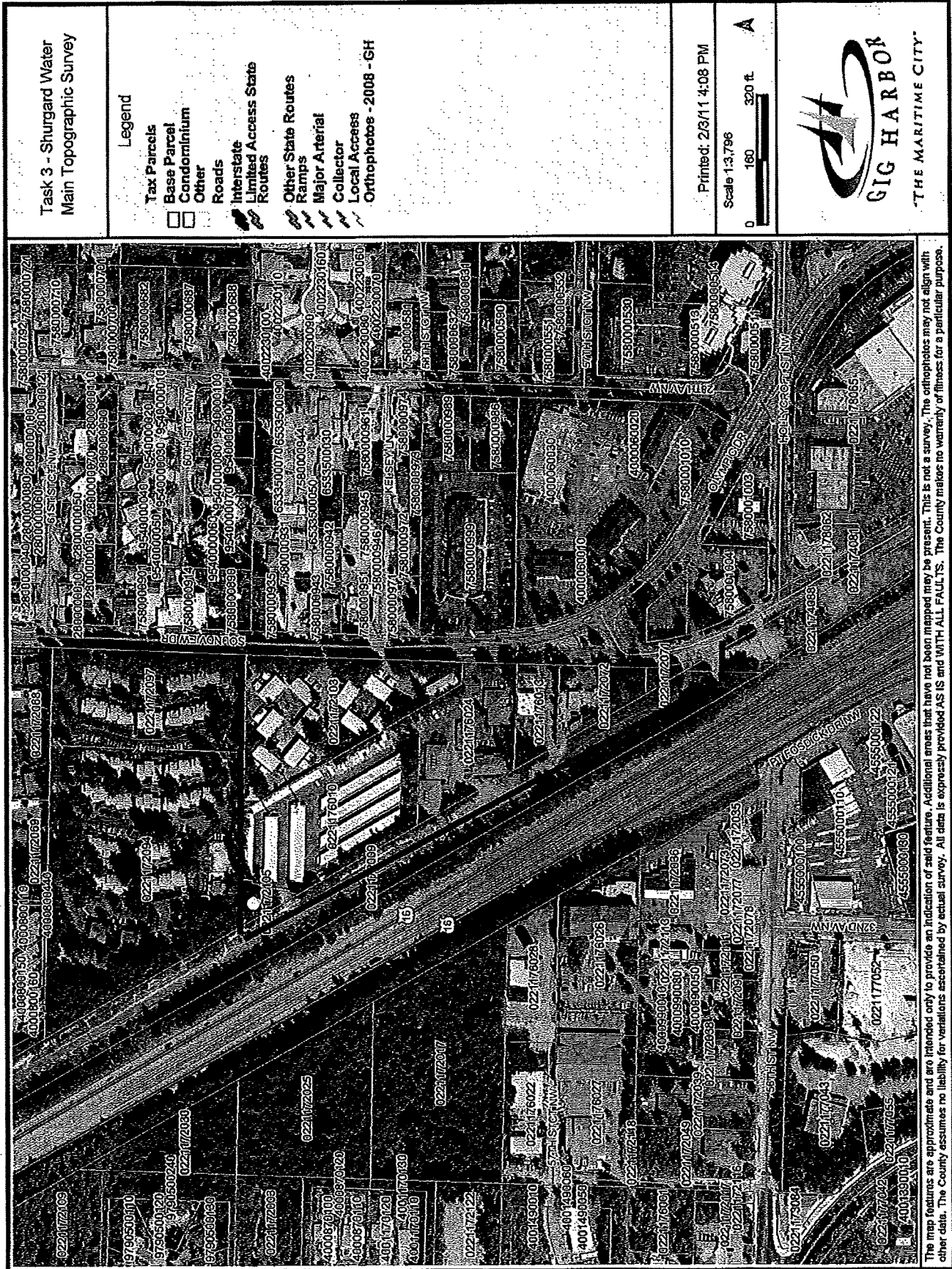
Task	Hours	L.S.	Rates	Crew	Crew(2)	Project Surveyor	Survey Technician	*Vehicle Per Mile \$0.50	*Material Per Unit \$0.50	Other	Total
1. Research - Right-of-Way or Boundary	0	\$135.00	\$100.00	0	0	4	0	0	0	\$0.00	\$400.00
2. Research Utilities	0	0	0	0	0	8	0	0	0	\$0.00	\$800.00
3. Primary Horizontal Control Done as Part of Record Monument Survey	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
4. Secondary Horizontal Control	0	0	0	4	0	0	0	0	0	\$0.00	\$576.00
5. Primary Vertical Control Done as Part of Record Monument Survey	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
6. Secondary Vertical Control	0	0	0	4	0	0	0	0	0	\$0.00	\$576.00
7. Utility Locates Coordination City of Gig Harbor will Coordinate	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
8. Data Collect Topography	0	0	0	24	0	0	0	0	0	\$0.00	\$3,456.00
9. Field Utility Investigation Invert Elevations or Structure Details	0	0	0	8	0	0	0	0	0	\$0.00	\$1,152.00
10. Process Electronic Data and Field Notes	0	0	0	0	0	0	12	0	0	\$0.00	\$1,140.00
11. Develop Terrain Model	0	0	0	0	0	0	8	0	0	\$0.00	\$760.00
12. Draft Final Map	0	0	0	0	0	0	8	0	0	\$0.00	\$760.00
13. Approximate Right-of-Way Determination	0	0	0	0	2	2	0	0	0	\$0.00	\$200.00
14. Finalize and Deliver	0	0	0	0	0	2	2	0	0	\$0.00	\$390.00
Total Hours	0	0	0	40	16	30	0	0	0	0	0
Total Dollars	\$0.00	\$0.00	\$5,760.00	\$1,600.00	\$2,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,210.00
Grand Total Dollars											\$10,210.00
Total Man Hours											126

General Notes:

* Vehicle Mileage and Materials are included in hourly crew rates

* The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project

EXHIBIT A - SCOPE OF WORK



File: City of Gig Harbor
 By: RNE
 Date: 2/9/2011

Topographic Survey Estimate Sheet

Sitts & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax: (253) 474-0153

Project: Record Monument Survey: Establish a City Wide Survey Control Monumentation System

Task	Hours		L.S.	Robot/GPS			Crew(2)	Project Surveyor	Survey Technician	Vehicle Per Mile \$0.50	Material Per Unit \$0.50	Other	Total
	→	←		Robot	GPS	System							
1. Research Existing Monumentation	8		\$135.00	\$100.00	\$144.00	\$100.00	8	0	0	\$0.00	\$0.00	\$0.00	\$1,880.00
2. Network Planning Sessions with Gig Harbor	8			0	0	8	8	0	0	0	0	\$0.00	\$1,880.00
3. Primary Horizontal Control - Static GPS	0			0	24	0	0	0	0	0	0	\$0.00	\$3,456.00
4. Secondary Horizontal Control None	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
5. Primary Vertical Control Static GPS and Conventional Leveling	0			0	24	0	0	0	0	0	0	\$0.00	\$3,456.00
6. Secondary Vertical Control None	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
7. Post Processing and Network Analysis	0			0	0	16	16	16	0	0	0	\$0.00	\$3,120.00
8. Control Network Deliverable: Control Map - Paper and Electronic	0			0	0	0	0	8	0	0	0	\$0.00	\$760.00
9.	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
10.	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
11.	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
12.	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
13.	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
14.	0			0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Hours	16			0	48	32	32	24	0	0	0	\$0.00	\$14,552.00
Total Dollars	\$2,160.00		\$0.00	\$6,912.00	\$3,200.00	\$2,280.00			\$0.00	\$0.00	\$0.00	\$0.00	\$14,552.00

Grand Total Dollars

Grand Total Dollars

Total Man Hours

168

General Notes:

- * Vehicle Mileage and Materials are included in hourly crew rates
- * The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project

File: City of Gig Harbor
 By: RNE
 Date: 2/8/2011

Topographic Survey Estimate Sheet

Sitts & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax: (253) 474-0153

Project: 50th Street Culvert Crossing Topographic Survey

Task	Hours		L.S.	Robotic/GPS Crew	Crew(2)	Project Surveyor	Survey Technician	Vehicle Per Mile \$0.50	Material Per Unit \$0.50	Other	Total
	Rates	→									
1. Research - Right-of-Way or Boundary	0	0	\$135.00	\$100.00	\$144.00	\$100.00	\$95.00	0	0	\$0.00	\$400.00
2. Research Utilities	0	0					0	0	\$0.00		\$200.00
3. Primary Horizontal Control Done as Part of Record Monument Survey	0	0				0	0	0	0	\$0.00	\$0.00
4. Secondary Horizontal Control	0	0			4	0	0	0	0	\$0.00	\$576.00
5. Primary Vertical Control Done as Part of Record Monument Survey	0	0				0	0	0	0	\$0.00	\$0.00
6. Secondary Vertical Control	0	0			4	0	0	0	0	\$0.00	\$576.00
7. Utility Locates Coordination City of Gig Harbor will Coordinate	0	0				0	0	0	0	\$0.00	\$0.00
8. Data Collect Topography	0	0			10	0	0	0	0	\$0.00	\$1,440.00
9. Field Utility Investigation Invert Elevations or Structure Details	0	0			2	0	0	0	0	\$0.00	\$288.00
10. Process Electronic Data and Field Notes	0	0				0	2	0	0	\$0.00	\$190.00
11. Develop Terrain Model	0	0				0	2	0	0	\$0.00	\$190.00
12. Draft Final Map	0	0				0	4	0	0	\$0.00	\$380.00
13. Approximate Right-of-Way Determination	0	0				2	0	0	0	\$0.00	\$200.00
14. Finalize and Deliver	0	0				2	0	0	0	\$0.00	\$200.00
Total Hours						10	8				\$200.00
Total Dollars	\$0.00	\$0.00		\$2,880.00	\$1,000.00	\$760.00	\$4,640.00	\$0.00	\$0.00	\$0.00	\$4,640.00
General Notes:											
* Vehicle Mileage and Materials are included in hourly crew rates											
* The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project											
Total Man Hours 58 Grand Total Dollars \$4,640.00											



File: City of Gig Harbor
 By: RNE
 Date: 2/9/2011

Topographic Survey Estimate Sheet

Sitts & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax: (253) 474-0153

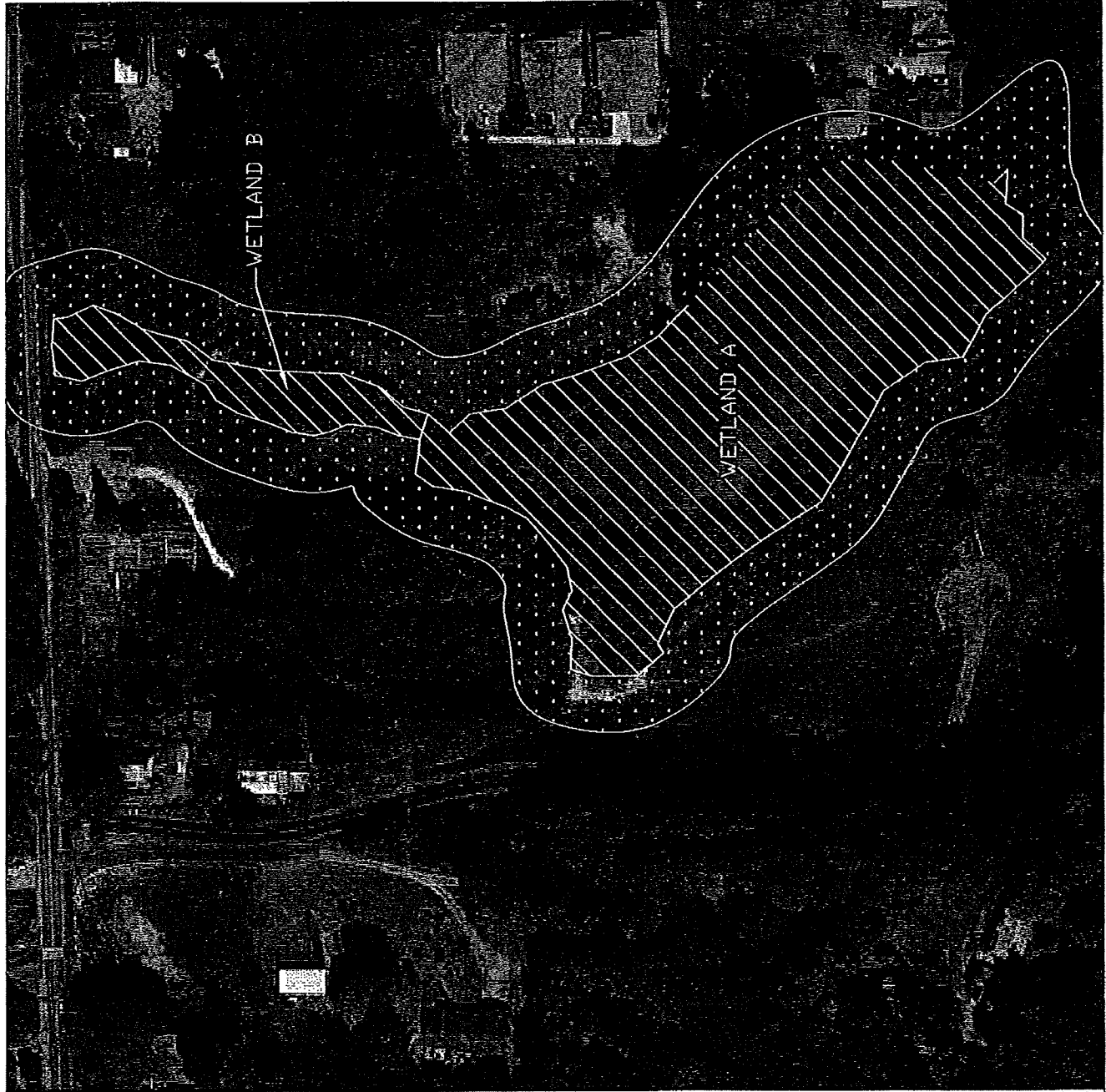
Project: Wilkinson Farm Park Wetland Delineation Survey

Task	Hours		L.S.	Robotics/GPS Crew	Crew(2)	Project Surveyor	Survey Technician	*Vehicle Per Mile \$0.50	*Material Per Unit \$0.50	Other	Total
	→	←									
1. Research - Right-of-Way or Boundary None	0	0	\$135.00	\$100.00	\$144.00	\$100.00	\$95.00	0	0	\$0.00	\$0.00
2. Research Utilities None	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
3. Primary Horizontal Control Done as Part of Record Monument Survey	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
4. Secondary Horizontal Control	0	0	0	0	4	0	0	0	0	\$0.00	\$576.00
5. Primary Vertical Control Done as Part of Record Monument Survey	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
6. Secondary Vertical Control None	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
7. Utility Locates Coordination None	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
8. Data Collect Wetland Flags	0	0	0	0	24	0	0	0	0	\$0.00	\$3,456.00
9. Field Utility Investigation None	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
10. Process Electronic Data and Field Notes	0	0	0	0	0	0	4	0	0	\$0.00	\$380.00
11. Develop Terrain Model None	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
12. Provide Data Sheet	0	0	0	0	0	0	2	0	0	\$0.00	\$190.00
13. Approximate Right-of-Way Determination	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
14. Finalize and Deliver	0	0	0	0	28	0	0	0	0	\$0.00	\$0.00
Total Hours			\$0.00	\$0.00	\$4,032.00	\$0.00	\$570.00	\$0.00	\$0.00	\$0.00	\$4,602.00
Total Dollars											

Total Man Hours 62 Grand Total Dollars \$4,602.00

General Notes:

- * Vehicle Mileage and Materials are included in hourly crew rates
- * The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project

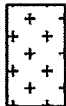


CITY OF GIG HARBOR
Task 6
WILKINSON FARM PROPERTY
WETLAND DELINEATION

WETLAND BOUNDARY
DELINEATED ON 12/23/10



60 FT WETLAND BUFFER



DRAFT



Topographic Survey Estimate Sheet

City of Gig Harbor
 RNE
 2/9/2011
 Twawelkax Trail Wetland Delineation Survey

File: City of Gig Harbor
 By: RNE
 Date: 2/9/2011

Project: Twawelkax Trail Wetland Delineation Survey

Sits & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax: (253) 474-0153

EXHIBIT A - SCOPE OF WORK

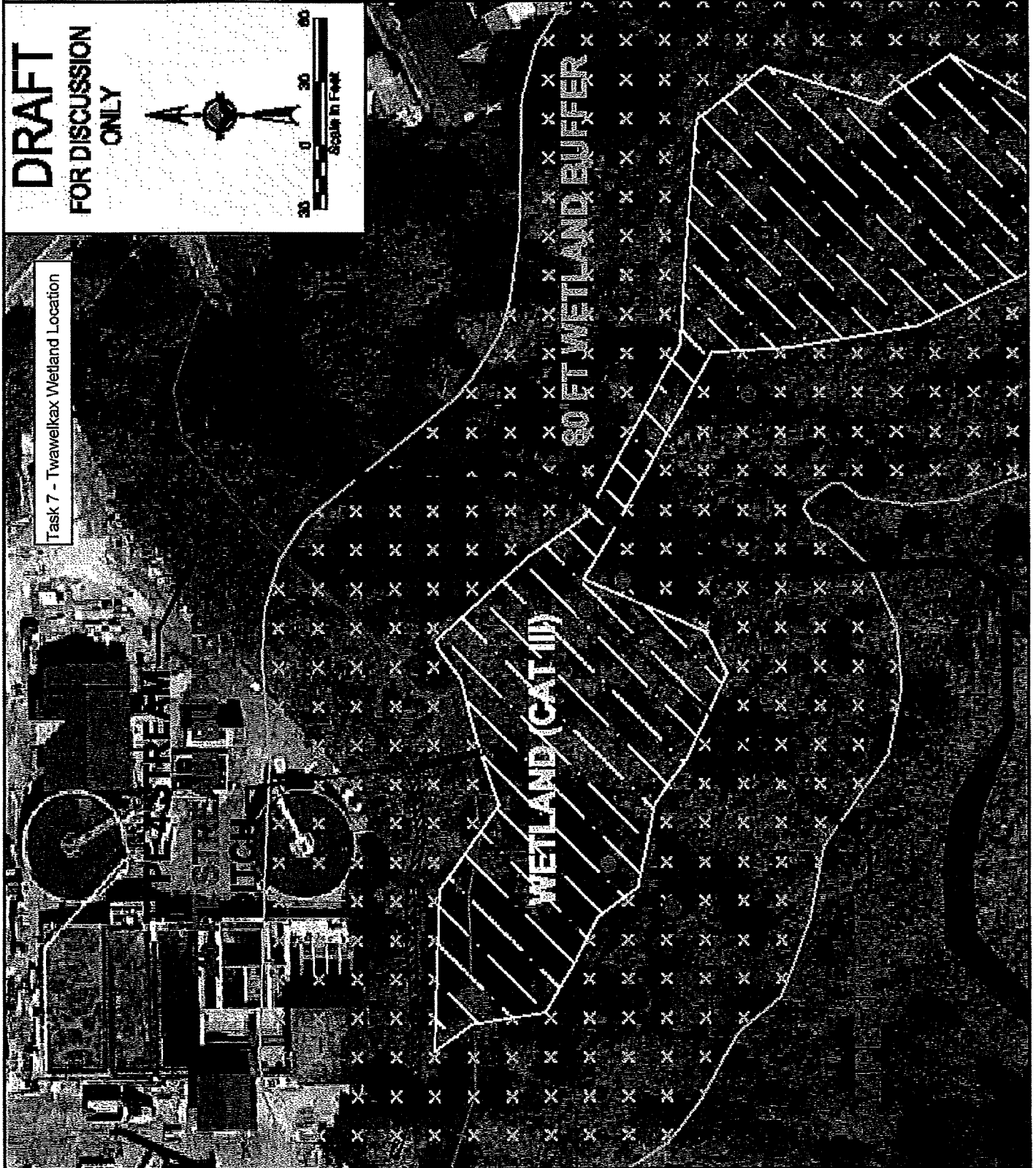
Task	Hours	L.S.	Robotic/GPS Crew	Crew(2)	Project Surveyor	Survey Technician	*Vehicle Per Mile \$0.50	*Material Per Unit \$0.50	Other	Total
1. Research - Right-of-Way or Boundary None		\$135.00	0	0	\$100.00	\$95.00	0	0	\$0.00	\$0.00
2. Research Utilities None		0	0	0	0	0	0	0	\$0.00	\$0.00
3. Primary Horizontal Control Done as Part of Record Monument Survey		0	0	0	0	0	0	0	\$0.00	\$0.00
4. Secondary Horizontal Control Done as Part of Twawelkax Topo		0	0	0	0	0	0	0	\$0.00	\$0.00
5. Primary Vertical Control Done as Part of Record Monument Survey		0	0	0	0	0	0	0	\$0.00	\$0.00
6. Secondary Vertical Control Done as Part of Twawelkax Topo		0	0	0	0	0	0	0	\$0.00	\$0.00
7. Utility Locates Coordination None		0	0	0	0	0	0	0	\$0.00	\$0.00
8. Data Collect Wetland Flags		0	0	16	0	0	0	0	\$0.00	\$2,304.00
9. Field Utility Investigation None		0	0	0	0	0	0	0	\$0.00	\$0.00
10. Provide Data Sheet		0	0	0	0	0	0	0	\$0.00	\$0.00
11. Develop Terrain Model None		0	0	0	0	0	0	0	\$0.00	\$0.00
12. Draft Final Map None		0	0	0	0	0	0	0	\$0.00	\$0.00
13. Approximate Right-of-Way Determination None		0	0	0	0	0	0	0	\$0.00	\$0.00
14. Finalize and Deliver		0	0	0	0	0	0	0	\$0.00	\$0.00
Total Hours		\$0.00	\$0.00	\$2,304.00	\$0.00	\$0.00	0	0	\$0.00	\$2,304.00
Total Dollars										
Grand Total Dollars										\$2,304.00
Total Man Hours						32				

General Notes:

* Vehicle Mileage and Materials are included in hourly crew rates

* The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project

Geette Associates ENVIRONMENTAL CONSULTANTS 200 NORTH 10TH AVENUE SUITE 200 DENVER, COLORADO 80202 PHONE: 303.733.8800 FAX: 303.733.8801 WWW: WWW.GETTE.COM		CUSHMAN TRAIL EXTENSION - WETLAND AND STREAM MAP PROJECT: CUSHMAN TRAIL EXTENSION SHEET: 1 DATE: 11/11/11 DRAWN BY: J. HARRIS CHECKED BY: J. HARRIS APPROVED BY: J. HARRIS	
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Task 7 - Twawelkax Wetland Location

File: City of Gig Harbor
 By: RNE
 Date: 2/9/2011

Topographic Survey Estimate Sheet

Sitts & Hill Engineers Inc.
 4815 Center Street
 Tacoma, Washington 98409
 Telephone: (253) 474-9449
 Fax: (253) 474-0153

Project: Twawelkax Trail Topographic Survey of Approximately 1,700 LF 150 Wide = ± 5.5 acres
 L.S. Robotic/GPS Crew(2) Project Surveyor Survey Technician

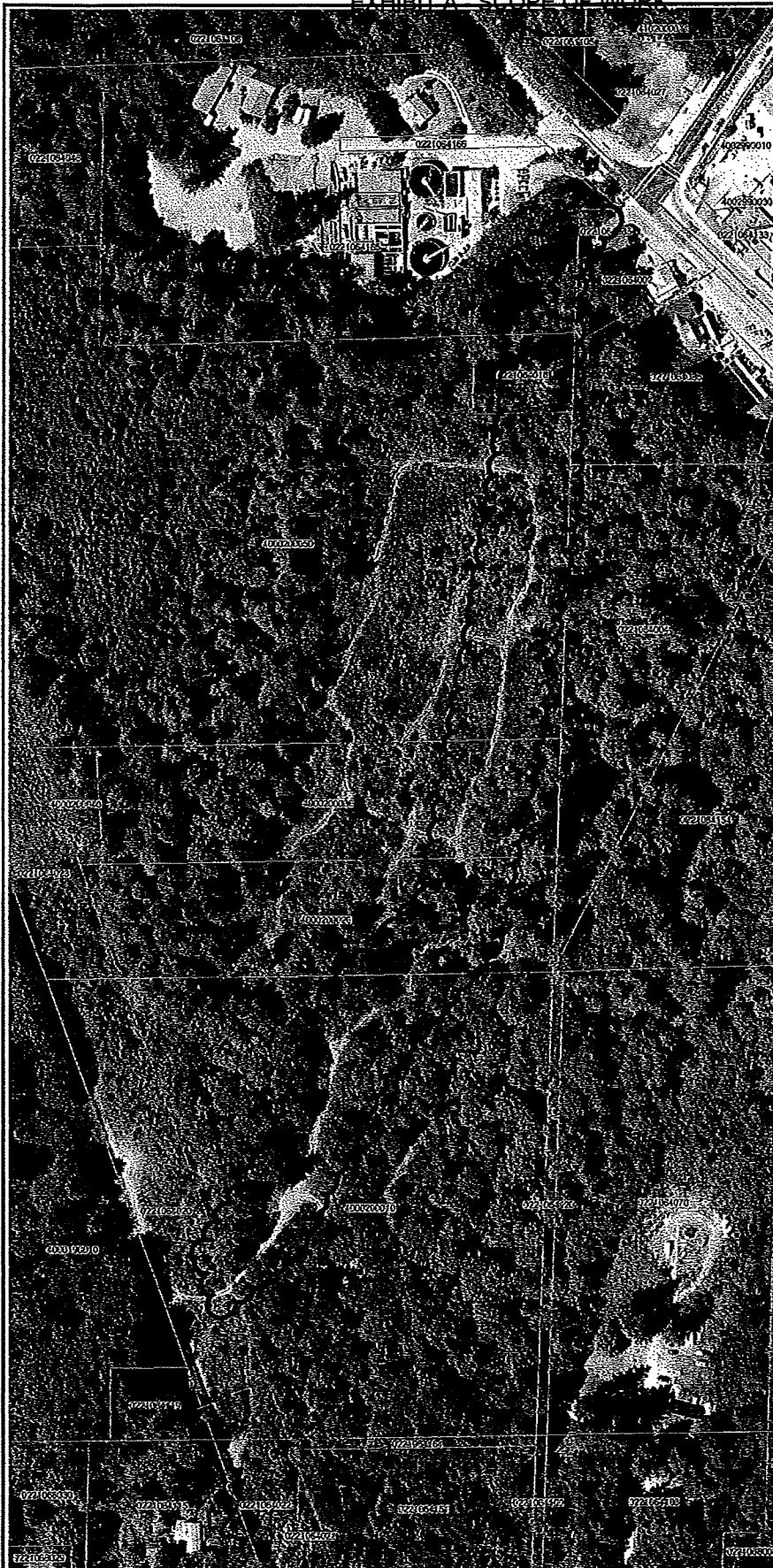
Task	Hours	L.S.	Robotic/GPS Crew	Crew(2)	Project Surveyor	Survey Technician	Vehicle Per Mile \$0.50	*Material Per Unit \$0.50	Other	Total
1. Research - Right-of-Way or Boundary		\$135.00	\$100.00	\$144.00	\$100.00	\$95.00	0	0	\$0.00	\$400.00
2. Research Utilities		0	0	0	4	0	0	0	\$0.00	\$200.00
3. Primary Horizontal Control Done as Part of Record Monument Survey		0	0	0	2	0	0	0	\$0.00	\$0.00
4. Secondary Horizontal Control		0	0	4	0	0	0	0	\$0.00	\$576.00
5. Primary Vertical Control Done as Part of Record Monument Survey		0	0	0	0	0	0	0	\$0.00	\$0.00
6. Secondary Vertical Control		0	0	8	0	0	0	0	\$0.00	\$1,152.00
7. Utility Locates Coordination City of Gig Harbor will Coordinate		0	0	0	0	0	0	0	\$0.00	\$0.00
8. Data Collect Topography @ 5' Tree Locations		0	0	32	0	0	0	0	\$0.00	\$4,608.00
9. Field Utility Investigation None		0	0	0	0	0	0	0	\$0.00	\$0.00
10. Process Electronic Data and Field Notes		0	0	0	0	8	0	0	\$0.00	\$760.00
11. Develop Terrain Model		0	0	0	0	4	0	0	\$0.00	\$380.00
12. Draft Final Map		0	0	0	0	8	0	0	\$0.00	\$760.00
13. Approximate Boundary Determination		0	0	0	4	0	0	0	\$0.00	\$400.00
14. Finalize and Deliver		0	0	0	2	0	0	0	\$0.00	\$200.00
Total Hours		0	0	44	12	20	0	0	\$0.00	\$9,436.00
Total Dollars		\$0.00	\$0.00	\$6,336.00	\$1,200.00	\$1,900.00	\$0.00	\$0.00	\$0.00	\$9,436.00

Total Man Hours 120
Grand Total Dollars \$9,436.00

General Notes:

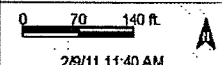
- * Vehicle Mileage and Materials are included in hourly crew rates
- * The rates shown are for estimating purposes only and do not reflect the exact rates of the individuals that will be assigned to this project

EXHIBIT A - SCOPE OF WORK



Map Legend

- Tax Parcels**
- Base Parcel
 - Cede/Donation
 - Other
- Roads**
- Interstate
 - Limited Access State Routes
 - Other State Routes
 - Ramps
 - Major Arterial
 - Collector
 - Local Access
- Orthophotos - 2008 - GH



2/9/11 11:40 AM



The map features are approximate and are provided only to provide an indication of land features. Additional details that have not been mapped are not shown. This is not a survey. The orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

SITTS & HILL ENGINEERS, INC.
4815 Center Street
Tacoma, Washington 98409

The following are representative charges:

CIVIL AND STRUCTURAL ENGINEERING DESIGN

Principal	\$ 130 - 135/Hour
Senior Project Manager	\$ 110 - 120/Hour
Project Manager	\$ 90 - 112/Hour
Engineer	\$ 57 - 116/Hour
Landscape Architect	\$ 112/Hour
Inspectors & Technicians	\$ 57 - 91/Hour

SURVEYING

Principal Land Surveyor	\$ 135/Hour
Senior Project Surveyor	\$ 110 - 115/Hour
Project Surveyor	\$ 80 - 100/Hour
Survey Technician	\$ 56 - 95/Hour
Field Crew Chief	\$ 58 - 95/Hour
Field Crew Member	\$ 56 - 67/Hour

SUPPORT PERSONNEL

CAD Technician	\$ 59 - 92/Hour
Administration	\$ 60 - 72/Hour

MISCELLANEOUS

Regular Materials (Stakes)	\$ 0.50 per unit
RTK - GPS	\$ 75.00/Hour
Special Materials	Cost Plus 15%
Subconsultants	Cost Plus 15%

CONSULTING ENGINEER AND COURT CASES

Principal	\$ 275/Hour
Engineer	\$ 225/Hour
Land Surveyor	\$ 225/Hour

Effective September 1st, 2010



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

Subject: Well No. 11 Test Well – Public Works Contract

Proposed Council Action: Award and authorize the Mayor to execute a Public Works Contract with Tacoma Pump & Drilling Company in an amount not exceed \$217,407.04 for the award of Well No. 11 Test Well Project and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from contract change orders.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *JL*

For Agenda of: February 14, 2011

Exhibits: Public Works Contract

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: *POK*
Approved as to form by City Atty: *APP'D VIA EMAIL 2/9/11*
Approved by Finance Director: *DF 2/14*
Approved by Department Head: *sc 2/10/11*

Expenditure Required	Amount Budgeted	(See Fiscal Considerations)	Appropriation Required	(See Fiscal Considerations)
\$217,407.04				

INFORMATION/BACKGROUND

The City's available instantaneous water supply has been steadily diminishing due to increased water demands within the City of Gig Harbor's water service area. Currently, if the City's highest production supply well is removed from service during the peak summer season, the remaining supply wells will likely not be able to meet the City's water demands. To provide a redundant supply well the development of a new deep aquifer supply well is identified in the City's Comprehensive Plan and the City's Water System Plan.

As a result, the City's 2010 budget identified work being performed for development of a new deep aquifer supply well, also known as Well No. 11. Based on information provided in a 2010 well evaluation, drilling a test well in the vicinity of the Skansie water tank was recommended.

This proposed public works contract provides for the drilling a 1,000 ft deep test well. The anticipated success of this test well and any subsequent production well is based on the best available science. However, there is no certainty on the actual yield of this test well or a future production well.

Assuming satisfactory results are found from the Well No.11 test well, the City would immediately prepare to drill the Well No.11 production well. The production well is estimated at \$750,000, which includes costs to contract with a consultant to assist with this work. The production well is provided in the 2011 Budget Water Capital Fund under the objective Deep Aquifer Well Development (Objective 1, Fund 420), which is the same name and objective number as the test well project in the 2010 Budget.

Tom Mortimer is again under contract in 2011 to provide legal assistance with all water rights applications related to Well No.11 (approved by City Council on January 10, 2011). The water rights application will include a Department of Ecology cost reimbursement process consisting of these two phases:

- Phase 1 will produce a summary of the potential effects of a new well in the available aquifers and may be contracted as early as February or March 2011. This work would be performed by a consultant of the City's choice. At the moment I am recommending we contract with Robinson Noble because of their familiarity with the City's water system and hydrogeology. The \$10,000 budget would be paid out of the 2011 Water Right Annual Advocate/Permitting budget (Objective 3, Fund 420).
- Phase 2 will produce a detailed report of what impacts the City's well might have on the aquifer targeted by Well No.11. This work may be contracted as early as this fall at the completion of Well No. 11 test well and the Phase 1 process and in preparation for drilling a production well for Well No. 11. The Phase 2 contract must be contracted and paid through DOE as was done with Well No. 10. This \$20,000 would be paid out of the 2011 Deep Aquifer Well Development budget (Objective 1, Fund 420).

BID RESULTS

This project was bid using the City's Small Works Roster Process (Resolution No. 750) and reserved the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal provided by each bidder. In determining the lowest responsive, responsible bidder, consideration will be given to the criteria listed in the Contract Documents and RCW 39.04. This criteria requires the bidder to be in conformance with the following:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
- (f) Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries.

A total of three contractors provided sealed bids. The bid results are provided below:

No.	Bidder	Bid Amount
1	Tacoma Pump & Drilling Co.	\$217,407.40
2	Schneider Equipment	\$229,645.40
3	Boart Longyear	\$233,499.02

FISCAL CONSIDERATION

Funding for this project was originally budgeted in 2010. However, due to time limitations, this project was a carried-over item from the City's 2010 Budget. At the time the 2011 Budget was prepared the anticipated Water Capital ending fund balance for 2010 accounted for expending all of the \$350,000 in this budget item. However, since the work never occurred, the Water Capital ending fund balance is actually more than \$200,000 larger than what is shown in the 2011 Budget. Therefore sufficient funds exist in the Water Capital fund balance to account for this project.

The 2010 Water Capital Fund allocated the following for this project:

2010 Budget for Deep Aquifer Well Development, Water Capital, Objective No. 1	\$ 350,000
Anticipated 2010 Expenses:	
Carollo Consultant Services Contract – Well 11 Evaluation	\$ (44,920)
Carollo Consultant Services Contract – Well 11 Test Well Development	\$ (99,804)
Public Works Construction Contract – Well 11 Test Well Drilling	\$ (217,407)
Estimated Remaining 2010 Budget =	\$ (12,131)

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Award and authorize the Mayor to execute a Public Works Contract with Tacoma Pump & Drilling Company in an amount not exceed \$217,407.04 for the award of Well No. 11 Test Well Project and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from contract change orders.

**Well #11 Test Well Project, CWP-1017
PUBLIC WORKS CONTRACT**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2011, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Tacoma Pump and Drilling Company, Inc., organized under the laws of the State of Washington, located and doing business at, 30316 Mountain Highway, Graham, WA 98338 hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for drilling an 8-inch diameter fluid rotary test well to a depth of approximately 1,000 feet below ground surface. This test well will be installed using industry standards and in accordance with the contract documents entitled "**Well #11 Test Well Project, CWP-1017**". The purpose of the test well is to explore the aquifers underlying the property located on parcel number 9902095003 in Section 6, Township 21 North, Range 2 East, W.M., Pierce County, Washington 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 seventeen thousand four hundred seven dollars and four cents (\$217,407.04), subject to the provisions of the Contract Documents, the Standard General Conditions, Supplemental Conditions and the Technical Specifications.

1. The Notice to Proceed will be given within 21 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten working days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. All physical work shall be completed within 90 working days.
2. The Contractor agrees to pay, in accordance with the Contract Documents, the City for liquidated damages of \$362 per day for each and every working day all work remains uncompleted after expiration of the specified contract time to achieve physical completion.
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, "Standard General Conditions," "Supplemental Conditions," "Technical Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents.
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.



Subject: Grandview Tank Foundation Anchoring and Safety Improvements Project Consultant Services Contract / Parametrix

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix, Inc. in the not-to-exceed amount of \$13,790.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: February 14, 2011

Exhibits: Contract, Scope, and Fee

Initial & Date

Concurred by Mayor:

CLH 2/10/11

Approved by City Administrator:

PK

Approved as to form by City Atty:

approved via email 2/9/11

Approved by Finance Director:

QR 2/11

Approved by Department Head:

HT 2/8/2011

Expenditure Required	\$13,790	Amount Budgeted	\$125,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The 2011 budgeted Water Capital Objective No. 6 provides for the anchoring of the 250,000 gallon Grandview water tank. This tank was originally constructed in the 1960's and was unanchored at its base at the original time of installation. During the regional 2001 Nisqually magnitude 6.8 earthquake, this tank had shifted laterally from its foundation. This contract will provide for structural engineering services for the preparation of technical bid documents for the installation of a perimeter ring wall anchoring system along with safety railing system improvements.

FISCAL CONSIDERATION

Sufficient funds exist within the approved 2011 Budget - Water Capital Objective No. 6 to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix, Inc. in the not-to-exceed amount of \$13,790.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, a corporation organized under the laws of the State of Washington, located and doing business at 2102 N. Pearl Street, Suite 106, Tacoma, Washington 98406 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in structural engineering services for the preparation of technical bid documents for the installation of a perimeter ring wall anchoring system along with safety railing system improvements on the Grandview Water Tank and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirteen Thousand Seven Hundred Ninety Dollars and No Cents (\$13,790.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Estimated Costs**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly

rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by April 29, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

FIRM NAME: Parametrix, Inc.
ATTN: Shannon Thompson
ADDRESS: 4660 Kitsap Way
CITY, STATE, ZIP: Bremerton, WA 98312
PHONE NO: (360) 377-0014

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 201__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF WORK

City of Gig Harbor Harbor Heights Tanks Structural and Safety Improvements

INTRODUCTION

This Scope of Work (SOW) identifies engineering services for the City of Gig Harbor. This SOW represents the effort required to provide a structural analysis and preparation of a bid package for the seismic upgrades and safety improvements for the two 250,000 gallon Harbor Heights water tanks.

BACKGROUND / DESCRIPTION

The two 38 foot diameter 250,000 gallon water tanks were built of similar construction (welded steel plate tanks). The north tank, built in 1962, was constructed with a gravel base without a concrete foundation. The south tank, built in 1973, was constructed with a sand base and concrete ring wall foundation. Following the 2001 Nisqually earthquake, the north tank shifted approximately 1 inch to the south.

Also, the City has concerns with safety of City personnel climbing and accessing the top of the tanks. The City has requested, as part of this SOW, that we specify ladder climbing safety devices and handrailing for the tank roofs. These details will be incorporated into the final bid documents.

GENERAL ASSUMPTIONS

- The contract between the City of Gig Harbor and Parametrix will be a time and materials contract with a not to exceed ceiling value that will not be exceeded without written authorization from the City.
- This scope of work and budget does not include any surveying of the project site. For illustration purposes for the Contract Documents we will rely on public domain documents for the location of work.
- The City will provide all available drawings and calculations, if available, of the original tanks.
- Our analysis will be based on the latest available codes; ANSI/AWWA, D100-05 (Welded Carbon Steel Tanks for Water Storage), 2009 IBC, SEI/ASCE 7-10, and ACI 318.
- Two additional site visits are anticipated at this time.
- The tanks will be drained for construction purposes.
- Welding to the existing tanks will be kept to the absolute minimum to prevent damage to the interior tank coatings.
- Parametrix will provide the City the Technical Specifications in CSI format. The City will provide the front end documents and Division 1 and prepare the bid documents.
- This SOW only covers the design phase of the project. Bidding assistance and construction services may be added by an amendment if required.

PHASE 01 MEETINGS, COORDINATION AND PROJECT MANAGEMENT

Task 01 – Meetings, Coordination and Project Management

Objective: Obtain project data, monitor and manage scope, schedule and budget.

Activities: Parametrix shall perform the following activities associated with this task:

- Prepare a detailed schedule showing all major tasks, meetings and review milestones and deliverables.
- Provide routine project management and communications (scope, schedule, budget, invoicing, etc.).
- Prepare detailed monthly progress reports and progress billings and submit to the City for approval and payment.

Deliverables: Parametrix shall deliver the following:

- Design schedule.
- Routine correspondence including monthly progress reports.
- Meeting agendas and notes, if applicable.

Assumptions: The following assumptions apply to this task:

- The duration of the project is estimated to be two months.
- The City will review and comment on submittals within a two (2) week period. Meeting notes and minutes will be reviewed within a one (1) week period.

PHASE 02 ENGINEERING

Task 01 Tank Analysis

Objective: Investigate the code compliance of existing tanks and design and detail the upgrades as necessary. Address safety concerns by detailing ladder climbing safety devices and handrailing for the tank roofs. Investigate the soil stability due to the future proposed road cut.

Approach: Parametrix shall perform the following activities during this task:

- Preliminary investigation, field measurements and summary of preliminary findings:
 - Communicate and coordinate with City and project team.
 - Develop recommendation for final design. Meet with the City to discuss recommendations and determine design direction.
 - QA/QC review of project deliverables.

- Final Design:
 - Design and detail seismic upgrades to existing tanks.
 - Design and detail safety upgrades (Ladders and handrails).
 - QA/QC review of project deliverables.

Deliverables: Parametrix shall deliver the following:

- Recommendation Memorandum
- Provide 3 Final construction procurement and contract documents (Plans, Specifications and Estimate) and one electronic copy
-

EXHIBIT B

Estimated Costs

Phase 01, Task 01 Meetings, Coordination and Project Management

<u>Labor</u>	<u>Hours</u>
Project Manager	8 @ \$150 = \$1200
Tech Aide	8 @ \$85 = \$680
Labor Total	\$1880

Phase 02, Task 01 Tank Analysis

<u>Labor</u>	<u>Hours</u>
Project Manager	4 @ \$180 = \$720
Senior Engineer:	
Preliminary Investigation (Site Visit)	4 @ 175 = \$700
Preliminary Analysis	16 @ 175 = \$2000
Prepare Recommendations Memorandum	4 @ 175 = \$700
Design Structural Upgrades	16 @ 175 = \$2000
Design and Detail Safety Upgrades	8 @ 175 = \$1000
Prepare PS&E	8 @ 175 = \$1000
Senior Engineer QA/QC	6 @ 150 = \$900
CADD	24 @ 105 = \$2520
Tech Aide	2 @ 85 = \$170
Labor Total	\$11,710

<u>Other Direct Costs</u>	
Photocopies	\$50
Postage/shipping	\$50
Mileage	\$100
Total Other Direct Costs	\$200

Project Estimated Totals

	<u>Labor</u>	<u>Other Direct Costs</u>
Phase 01 & 02 Tasks 01	\$12000	\$200
		\$13,790.00



Subject: Lift Station No. 6A – Consultant Services Contract / Architectural Building and Landscape Design Services

Proposed Council Action: Authorize the Mayor to execute Consultant Services Contract With Lawhead Architects, P.S. for an amount not-to-exceed \$10,475.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, PE *EJA 2-9-11*
Senior Engineer

For Agenda of: February 14, 2011

Exhibits: Consultant Services Contracts

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *RAK*

Approved as to form by City Atty: *appro via AB 2/9/11*

Approved by Finance Director: *[Signature] 2/11*

Approved by Department Head: *[Signature] 2/10/11*

Expenditure	Amount	Appropriation
Required \$10,475.00	Budgeted \$850,000	Required 0

INFORMATION / BACKGROUND

The City is pursuing the in-house design of the sewer improvements required at Lift Station No. 6. In order to further these efforts, staff needs outside support to obtain detailed architectural building and landscape design options. The scope of work includes providing cost estimates for each building and landscape design selection associated with the partially underground building option for housing the equipment and controls at the upgraded lift station. The work also includes attending and providing exhibits for public committee meeting(s) and a future neighborhood meeting and responding to input received at the meetings. Staff has negotiated with Lawhead Architects, P.S., to assist in the performance of these services.

FISCAL CONSIDERATION

The 2011 Budget, Wastewater Division – Capital Objectives Item 2 provides for a lift station replacement in the amount of \$850,000. Account 410-022-594-35-65-83 shows an adopted budget amount of \$700,000 for this project. This consultant services contracts is necessary in order to proceed with the engineered design of the lift station replacement and it is appropriate to fund them through the project budget.

BOARD OR COMMITTEE RECOMMENDATION

Staff discussed this project with the Operations and Public Works Committee on several occasions. The committee requested that additional work related to upgrading the presentation of the architectural building and landscape design be pursued for the partially underground building option. This contract is for services that are necessary to provide the requested information.

RECOMMENDATION / MOTION

Move to: Authorize the execution of the Consultant Services Contracts with Lawhead Architects, P.S., for an amount not-to-exceed \$10,475.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LAWHEAD ARCHITECTS, P.S.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lawhead Architects, P.S., a corporation organized under the laws of the State of Washington located and doing business at Address, City, WA 98XXX (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in receiving detailed architectural building and landscape design options for Lift Station 6A and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 8, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Ten Thousand Four Hundred Seventy-five Dollars and No Cents (\$10,475.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Fee Schedule**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 30, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

CONSULTANT
FIRM NAME: Lawhead Architects, P.S.
ATTN: Frank Lawhead
Address: 12342 Northup Way
Bellevue, WA 98005
(425) 556-1228

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 201__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

**LAWHEAD
ARCHITECTS
P.S.**



February 8, 2011

Ms. Emily Appleton
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335

RE: Architectural Services for Existing Sewer Lift Station Agreement No.

Ms. Appleton,

This letter will provide you with a brief summary of the project scope to design the exterior of a lift station, per your email dated 2-7-11.

Scope for Work:

Architectural:

City Meetings: Two meetings with City of Gig Harbor staff.

Kick-off	2 hours	
Revisions and comments.	1 hour	
Project review with staff.	2 hours	
Revisions and comments.	<u>2 hours</u>	
	7 hours @ \$95 =	\$665.00

Public Meetings: Three meetings (two public works committee and one neighborhood)

Two Public Works meeting.	4 hours	
Revisions and comments.	3 hours	
Neighborhood meeting.	2 hours	
Respond to public input.	<u>4 hours</u>	
	13 hours @ \$95 =	\$1,235.00

Building design: - 3 options - conceptual

Design and presentation	30 hours	
Building elevations & sketches		
Presentation boards for public meeting	<u>15 hours</u>	
	45 hours @ \$95 =	\$4,275.00
	SUB-TOTAL	<u>\$6,175.00</u>

12342 NORTHUP WAY
BELLEVUE, WA
98005
(425) 556-1220

LAWHEAD
ARCHITECTS
P.S.**FEE SCHEDULE****City of Gig Harbor Public Works**

Level I	\$120/HR	Principal
Level II	\$110/HR	Sr. Project Manager
Level III	\$95/HR	Project Manager Sr. Project Designer Project Architect
Level IV	\$80/HR	Staff Architect I Project Designer I
Level V	\$70-60/HR	Staff Architect II Project Designer II
Level VI	\$70-60/HR	CADD Architect I
Level VII	\$60-50/HR	CADD Architect II
Level VIII	\$45/HR	Administration I
Level IX	\$35/HR	Administration II

IN-HOUSE SERVICES

Copies	\$.10/ea.	8 1/2" x 11"
Copies	\$.25/ea.	11" x 17"
Plotting	\$3.00/sf presentation color \$2.50/sf B/W vellum \$2.00/sf B/W bond	
Blueprints	\$1.00/ea.	24"x 36"
Fax	\$.10/sheet	
Mileage	\$.51/miles	

SERVICES

All printing, cad plotting, copying, misc. and sub-consultant services are billed at a multiplier of 1.12 times the direct expense incurred by Lawhead Architects, P.S.



Subject: Wastewater Treatment Plant (WWTP) Phase 1 Improvement Project -- Amendment No. 4 to Parametrix, Inc. Consultant Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute Amendment No. 4 with Parametrix, Inc. in the amount of \$27,444.38.

Dept. Origin: Public Works/Engineering
Prepared by: Stephen Misiurak, P.E. City Engineer
For Agenda of: February 14, 2011
Exhibits: Amendment #4 to Consultant Services Contract

Concurred by Mayor: Initial & Date CLH 2/10/11
Approved by City Administrator: RJK
Approved as to form by City Atty: Approv via email AB 2/10/11
Approved by Finance Director: JP 2/11
Approved by Department Head: J 2/10/2011

Expenditure Required	\$27,444.38	Amount Budgeted	\$500,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Additional funds are necessary to continue the Project Management services as work continues on the remaining and important uncompleted project work items including the remaining installation of the clarifier No. 2 equipment and mechanism, final asphalt paving, final landscaping and the remaining punch list items. Parametrix has been and continues to be the lead construction manager on this project and it is necessary that sufficient funds remain in their budget to ensure that the remaining physical components of the contractor's work along with the required final project documentation are being completed to the City's satisfaction. In addition, there are continued minor additional work cost items that are being addressed as this complex project is being brought to a close. The scope of work identifies part-time services that will be provided during the remaining construction period which will end on April 11, 2011.

FISCAL CONSIDERATION

Adequate funds exist within the Project Contingency fund for these necessary services as summarized below:

Original Project Contingency	\$1,247,056
Reduced Project Contingency for CO No. 1 through 5	\$1,057,103
Available contingency Balance	\$ 189,953
Less Change Order 5 and Contract Amendments	\$ 113,479
Remaining 2011 Budget	\$ 76,474

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute Amendment No. 4 with Parametrix, Inc. in the not-to-exceed amount of \$27,444.38.

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

THIS FOURTH AMENDMENT is made to that certain Consultant Services Contract dated March 24, 2008 (the "Agreement"), as amended by that certain First Amendment dated September 22, 2008, and amended by the Second Amendment dated September 13, 2010, and amended by the Third Amendment dated November 8, 2010, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 4660 Kitsap Way, Suite A, Bremerton, Washington 98312 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the WWTP Expansion and Improvements Project and desires to extend consultation services in connection with the addition of Clarifier #2 and other major work items; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section I of the Agreement is amended to add a scope of work for construction services related to the Clarifier #2 extension and other work items as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section II(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not-to-exceed Twenty-Seven Thousand, Four Hundred Forty-four dollars and 38 cents (\$27,444.38), attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section IV of the Agreement is amended to extend the duration of this Agreement to May 1, 2011.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FOURTH AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on this _____ day of _____, 2011.

PARAMETRIX, INC.

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

2102 N PEARL STREET, SUITE 106
TACOMA, WA 98406-2550
T. 253.752.9862 F. 253.752.9865
www.parametrix.com

MEMORANDUM

Date: February 8, 2011
 To: Stephen Misiurak, PE
 City of Gig Harbor
 From: Shannon Thompson
 Subject: Amendment No. 4 Scope and Fee
 cc:
 Project Number: 262-2750-012
 Project Name: Gig Harbor WWTP Phase 1 Improvements

Stephen,

Please find attached the revised scope of work and budget spreadsheet for Parametrix contract Amendment #04. The primary reason for Amendment #4 is due to some key work items, such as installation of the delayed clarifier #2 mechanism, final paving, fencing and landscaping scheduled to occur last year that could not be completed due to inclement weather.

The project completion date was extended to April 11, 2011 due to the latent delivery of the Clarifier #2 mechanism. The mechanism arrived on January 23, 2011. The period of time between January 23rd and April 11th is for the installation of the mechanism, the completion of the installation of Clarifier #2 and the need for Parametrix to continue our work thru this time has resulted in the attached scope of work and budget spreadsheet. The scope of work identifies part time services that will be provided during the extended construction period ending on April 11, 2011.

The original Parametrix Contract for pre-construction services with the City was \$185,090.00. Amendment #01 for construction services was \$875,884.00, which increased our contract value to \$1,060,974.00. Amendment #02 decreased our contract by (\$60,004.84) reducing our total contract amount to \$1,000,969.16. In Amendment #03 Parametrix proposed reinstating the amount of \$60,004.84 reduced in previous Amendment #2 to cover the extension caused by the delay to the clarifier mechanism. The City requested Parametrix reduce our proposed budget to \$42,121.84 as it was unknown at the time how much effort would be needed to complete the construction project with Prospect. Now that substantial completion has been attained, the level of effort to complete the project can more accurately be estimated.

Amendment #04 (budget attached) requests an additional \$27,444.38 be added to the contract. These additional funds will allow Parametrix to move Prospect along in the expedient completion of the punch list work items in order to meet the physical completion of all work by April 11, 2011, continue to support the City of Gig Harbor, the Department of Ecology grant funding, review and negotiate potentials changes, review pay requests, track contractors progress toward final completion, and report project status to the City. Our current total contract value is \$1,043,091.00. This budget is a time and materials estimate.

The budget was based on the following:

- Project final completion date is April 11, 2011
- Half time effort beginning immediately to April 11, 2011
- Contract is time and materials

Our new completion date will be April 15, 2011.

Please see the attached REVISED Scope of Work and new Budget for Amendment #04. Should you have any questions or need additional information do not hesitate to contact me.

OWNERS PROJECT MANAGEMENT SERVICE FEE PROPOSAL: Gig Harbor WWTP Construction Services for Clarifier #2 and Additional Services

Division Manager Project Coordinator CQA Observer Construction Manager / Project Manager Administrative Staff Totals

Company Parametrix Jim Dugan Parametrix April Whittaker Parametrix Bob Kugen Parametrix Shannon Thompson Parametrix TBD

Task 2 & 3 Construction Management/Contract Administration	Hours per week	\$179	\$75	\$135	\$135	\$50	\$0	Totals
Duration in months (4.25 weeks per month)	2							
Total Hours	0.00	5.00	42.50	0.00	170.00	0.00	0.00	25.00
Subtotal Labor		3,187.50			22,950.00			26,137.50
SUBTOTAL PHASE 2								1,306.88
Expenses \$								
Phase II Total \$								27,444.38

Total Labor	\$	26,137.50
Expense Allowance % of labor	\$	1,306.88
Total of time extension and additional services	\$	27,444.38

Breakout of Estimated Mileage Expenses see note 2

Phase 2 Construction Management	Number of trips	Miles round trip	Bridge tolls	Treatment Plant Total
	43	0.51	\$	953.70
	20	2.75	\$	55.00
				1,008.70

Notes:

- Expenses are estimated at 5% of Labor but only actual expenses will be billed
- Mileage expenses are included within the estimated Expense Budget
- Job site office / supplies are supplied by others

[Signature]
Division Manager

[Signature]
Project Manager

EXHIBIT A – SCOPE OF WORK FOR EXTENSION

City of Gig Harbor Wastewater Treatment Plant Construction Services for Clarifier #2 Extension

BACKGROUND

In March 2008, Parametrix was selected as the Owner's Rep to provide Project Management and Construction Management services for the Gig Harbor Wastewater Treatment Plant (WWTP) Upgrade. This scope of work describes the work to be performed by Parametrix to assist the City of Gig Harbor (City) during the extension of the construction phase of the installation of the Clarifier #2 Mechanism and associated work. This amendment will cover the additional time needed to complete clarifier #2 as described in Change Order 05. The estimated completion date is April 11th, 2011.

The overall goals of the project are:

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

PROJECT STAFFING

The following describes responsibilities of key individuals.

City of Gig Harbor

Steve Misiurak – City Engineer

- Review schedules.
- Process Parametrix reviewed and recommended Contractor pay requests and change orders.
- Coordinate the Department of Ecology (DOE) and Public Works trust fund loan documentation requirements.
- Review administrative submittals, including certified payroll for prevailing wage rates.

Darrel Winans – WWTP Supervisor

- Coordinate operation of plant.

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

City Building Officials

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

Parametrix Staff

Jim Dugan – Principal-in-Charge

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

Shannon Thompson –Project Manager / Construction Project Manager

- Coordinate efforts between Parametrix and City.
- Be primary contact for City.
- Prepare monthly progress reports and invoices; track budget.
- Coordinate construction activities with City staff, Design Team and Contractor.
- Prepare daily observation reports and construction photos after each site visit.
- Be primary contact between the Contractor and the Design Team.
- Track and distribute submittals and RFI's.
- Review request for information (RFI) responses.
- Prepare monthly construction progress reports.
- Attend construction meetings on-site.
- Review Contractor schedule and pay request submittals.
- Coordinate review and processing of shop drawings by Design Team.
- Coordinate change orders, including evaluation and preparation.
- Coordinate review of laboratory and shop test reports for materials and equipment.
- Observe testing and checkout of completed facilities and recommend acceptance.
- Implement and maintain master document control system to track correspondence, shop drawing submittals, RFI's, laboratory and test reports, work directives, and change orders.

- Work with City and Design Team to determine substantial completion.
- Ensure preparation of punch lists.
- Coordinate record drawings and file archiving.

Assumption is the following work will be completed by others:

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

TASK 1 – PROJECT MANAGEMENT

Objective

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

Approach

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

- Ensure that Monthly Reports addressing progress of the work include, but are not limited to:
 - A summary of work completed
 - A summary of work to be completed in the next month
 - A Financial Summary
 - Budget Updates
 - Change Order Status
 - Safety Issues
 - A narrative to define delays (if any), problems, needs for responsive action by Design Engineer, and other project needs
- Hold team meetings to coordinate schedule requirements and review technical problems and other matters of significance to the progress of the work.

- Coordinate project documentation, including the following:
 - Prepare necessary project correspondence, letters, memos, meeting minutes, etc., for support of the project work; maintain a central file for written materials.
 - Prepare and submit monthly progress billings to the City.

Deliverables

Monthly progress reports and invoices

TASK 2 AND 3– CONSTRUCTION MANAGEMENT/CONTRACT

Contractor Issues Resolution

Objective

Resolve issues that develop during construction in a timely fashion.

Approach

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

Assumptions

None

Deliverables

Correspondence as required

Construction Meetings

Objective

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

Approach

Bi-weekly construction meetings will be led by Parametrix for Design Team, Contractor and Owner.

Assumptions

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

Deliverables

Meeting minutes

Process Pay Requests

Goal

Process Contractor pay requests efficiently and quickly.

Approach

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

Assumptions

None

Deliverables

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

City Responsibilities

Final Review and approval of Contractor pay requests

Submittals and RFI Coordination

Goal

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

Approach

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

Assumption

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

Deliverables

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

City Responsibilities

City will receive copies of all submittals for filing.

Field Order / Field Directives (Work Change Directives) Preparation

Goal

Prepare field orders and field directives and transmit to Contractor in efficient manner.

Approach

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

Assumptions

None

Deliverables

Parametrix will provide input as necessary for Field Orders.

City and Design Team Responsibilities

Field Orders and Field Directives will be prepared by the Design Engineers/Engineer of Record and approved by the City.

Change Order Preparation

Goal

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

Approach

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

Assumptions

None

Deliverables

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

City Responsibilities

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

CONSTRUCTION OBSERVATION

Field Observation

Goal

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

Approach

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

Assumption

Parametrix will be on site periodically. The budget for this task is based on a 6 week construction period with a Part-time Parametrix construction observer on-site. Hours per day will vary throughout construction period. Work is time and material basis.

Deliverables

Construction observation reports and photographs.

City Responsibilities

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

Construction Meetings

Goal

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

Approach

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

Assumptions

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

Deliverables

Construction meeting minutes.

City Responsibilities

Attend each meeting and review meeting minutes.

Observe Performance and Material Tests

Goal

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

Approach

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

Assumptions

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

Deliverables

Conformance test results and documentation.

City Responsibilities

Conformance test will be reviewed by the City.

Project Records

Goal

Organize and archive project records to facilitate future retrieval.

Approach

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

Deliverables

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



Subject: Official City Newspaper

Proposed Council Action:

(1) Move to reconsider the motion of January 24th to award the designation of the "Official City Newspaper" to the Peninsula Gateway.

(2) Move to withdraw the January 24 designation of the Peninsula Gateway as "Official City Newspaper," to reject all proposals, and to direct the City Clerk to readvertise without the public works language.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: February 14, 2011

Exhibits: RCW 35.23.352

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
CLH 1/28/11
RJK
 e-mail 1/26
JP 1/28/11

Expenditure	Amount	Admin \$600	Parks \$425	PW \$600	Appropriation
Required	TBD	Budgeted: Pln: \$6,000	PD \$400	BFS \$500	Required \$0

INFORMATION / BACKGROUND

At the last Council meeting a motion was made to designate the city's official newspaper as required by GHMC 1.20 every two years. The motion was to award the designation to *The Peninsula Gateway*.

After the meeting a representative from the *Gig Harbor Life* publication pointed out language in the request for proposals stating that "*The City Council shall award the "official newspaper" services to the lowest responsible bidder in accordance with RCW 35.23.352, and further reserves the right to reject all bids received.*"

City Attorney Angela Belbeck has explained that the language in RCW 35.23.352(7) deals with advertising of bids for the small works roster--it has nothing to do with the call for an official newspaper. In addition State law does not require the City to award its official newspaper status to the lowest responsible bidder nor does the City Code.

Council could move to reconsider the motion then either (1) withdraw the January 24 designation of the Peninsula Gateway as the "Official Newspaper" and award to GH Life as the lowest bidder; or (2) withdraw the January 24 designation of the Peninsula Gateway as the "Official Newspaper," reject all bids and direct staff to readvertise without the public works language and instead use the language in GHMC 1.20.010.

RECOMMENDATION / MOTION

Move to: See "Proposed Council Action" above.

RCW 35.23.352

Public works — Contracts — Bids — Small works roster — Purchasing requirements, recycled or reused materials or products.

(1) Any second-class city or any town may construct any public works, as defined in RCW [39.04.010](#), by contract or day labor without calling for bids therefor whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of sixty-five thousand dollars if more than one craft or trade is involved with the public works, or forty thousand dollars if a single craft or trade is involved with the public works or the public works project is street signalization or street lighting. A public works project means a complete project. The restrictions in this subsection do not permit the division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project.

Whenever the cost of the public work or improvement, including materials, supplies and equipment, will exceed these figures, the same shall be done by contract. All such contracts shall be let at public bidding upon publication of notice calling for sealed bids upon the work. The notice shall be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least thirteen days prior to the last date upon which bids will be received. The notice shall generally state the nature of the work to be done that plans and specifications therefor shall then be on file in the city or town hall for public inspections, and require that bids be sealed and filed with the council or commission within the time specified therein. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond to the council or commission for a sum of not less than five percent of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. The council or commission of the city or town shall let the contract to the lowest responsible bidder or shall have power by resolution to reject any or all bids and to make further calls for bids in the same manner as the original call.

When the contract is let then all bid proposal deposits shall be returned to the bidders except that of the successful bidder which shall be retained until a contract is entered into and a bond to perform the work furnished, with surety satisfactory to the council or commission, in accordance with RCW [39.08.030](#). If the bidder fails to enter into the contract in accordance with his or her bid and furnish a bond within ten days from the date at which he or she is notified that he or she is the successful bidder, the check or postal money order and the amount thereof shall be forfeited to the council or commission or the council or commission shall recover the amount of the surety bond. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

If no bid is received on the first call the council or commission may readvertise and make a second call, or may enter into a contract without any further call or may purchase the supplies, material or equipment and perform the work or improvement by day labor.

(2) The allocation of public works projects to be performed by city or town employees shall not be subject to a collective bargaining agreement.

(3) In lieu of the procedures of subsection (1) of this section, a second-class city or a town may let contracts using the small works roster process provided in RCW [39.04.155](#).

Whenever possible, the city or town shall invite at least one proposal from a minority or woman contractor who shall otherwise qualify under this section.

(4) The form required by RCW [43.09.205](#) shall be to account and record costs of public works in excess of five thousand dollars that are not let by contract.

(5) The cost of a separate public works project shall be the costs of the materials, equipment, supplies, and labor on that construction project.

(6) Any purchase of supplies, material, or equipment, except for public work or improvement, where the cost thereof exceeds seven thousand five hundred dollars shall be made upon call for bids.

(7) Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder.

(8) For advertisement and formal sealed bidding to be dispensed with as to purchases with an estimated value of fifteen thousand dollars or less, the council or commission must authorize by resolution, use of the uniform procedure provided in RCW 39.04.190.

(9) The city or town legislative authority may waive the competitive bidding requirements of this section pursuant to RCW 39.04.280 if an exemption contained within that section applies to the purchase or public work.

(10) This section does not apply to performance-based contracts, as defined in RCW 39.35A.020(4), that are negotiated under chapter 39.35A RCW.

(11) Nothing in this section shall prohibit any second class city or any town from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.



Subject: Employee Medical Opt Out

Proposed Council Action:

Authorize the Mayor to sign the attached Memorandum of Understanding with the Supervisor Guild.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: February 14, 2011

Exhibits: MOU

Initial & Date

Concurred by Mayor:

CLH 2/9/11

Approved by City Administrator:

RJK

Approved as to form by City Atty: S. Snyder via email

Approved by Finance Director:

DF 2/11

Approved by Department Head:

Expenditure
Required: Net savings of approx. \$441/mo. per participating employee

INFORMATION / BACKGROUND

The City currently allows the employee and supervisor guilds to receive \$125 per month in exchange for not enrolling their dependents on the City's medical plan. However, there is no financial incentive for the employee to not enroll him/herself on the City's medical plan. A member of the supervisor's guild has requested that she be allowed to voluntarily discontinue her enrollment on the City's medical plan in exchange for an additional \$125 per month. Doing so would result in a net savings to the budget she manages.

Under this proposal, the employee would need to provide proof of coverage elsewhere, and re-enrollment restrictions would apply. Furthermore, because of the coverage minimum (75% of employees) set by the plan provider, the opt out provision would be allowed on a first-come, first served basis.

The attached memorandum of understanding (MOU) would implement this employee medical opt out proposal and is only for the supervisor guild. The supervisor guild has approved the attached MOU.

FISCAL CONSIDERATION

Currently the employee medical premium is \$568 per month or \$6,816 per year. By giving the employee \$125 per month (plus 1.45% or \$1.81 per month for FICA-Med) for opting out of the City's medical plan, the City would save \$441 per month or \$5,294 per year.

BOARD OR COMMITTEE RECOMMENDATION

The Lodging Tax Advisory Committee approves of this proposal.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached Memorandum of Understanding with the Supervisor Guild.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF GIG HARBOR AND
GIG HARBOR EMPLOYEES' GUILD: SUPERVISORY BARGAINING UNIT**

WHEREAS, the City and the Bargaining Unit have entered into a Collective Bargaining Agreement effective for the period 2009 through 2011; and

WHEREAS, Article VIII Medical Benefits provides in pertinent part:

“...the City will pay each employee \$125 per month if that employee has no dependents enrolled in the City’s health benefit plan”

and

WHEREAS, an employee has inquired whether she may opt out of the medical insurance plan herself and receive an additional payment; and

WHEREAS, the parties believe that extension of the benefit, for the pendency of the Collective Bargaining Agreement, would be in their mutual interest, but each wishes to preserve its future bargaining position on an issue not resolved under the current Collective Bargaining Agreement, NOW, THEREFORE,

The parties agree that for the remainder of the term of their Collective Bargaining Agreement and, in accordance with Washington law, for a holdover period of one year thereafter if the parties are unable to agree to a new contract, that the Collective Bargaining Agreement between the parties shall be interpreted and applied to permit individual employees to opt out of the medical insurance plan benefit provided under Article VIII Medical Benefits of the Collective Bargaining Agreement, and in consideration therefor, receive payment of \$125 per month for so long as the employee opts out of the health benefit program. Employees who wish to opt out shall provide the City with a written confirmation that they will be covered under another health care benefit plan. Re-enrollment back into the City’s plan is permitted only at the beginning of each plan year (i.e. open enrollment) or if the other coverage is terminated. The Guild acknowledges and agrees that an employee who has previously withdrawn must notify the City of the need for re-enrollment within 30 calendar days of the loss of coverage date in order to be covered. Failure to provide notice will result in loss of the insurance benefit for the balance of the plan year. If an employee and the employee’s dependents are removed from coverage, the employee shall receive the sum of \$250 per month.

The parties acknowledge that the City’s health insurance trust has certain percentage requirements regarding participation. In the event that more employee requests to opt out are received than can be accommodated under the plan document, employees’ requests will be

honored on a first come, first served basis. This MOU shall not be interpreted in a manner which conflicts with existing agreements with the City's other bargaining units.

The parties have agreed to this benefit for the pendency of the current Collective Bargaining Agreement and any holdover period provided by Washington law. Nothing herein shall be included to bind the parties or limit its ability to argue for a different benefit in upcoming negotiations. Given that this provision was not included in the underlying Collective Bargaining Agreement, the parties reserve their position in any future negotiation regarding this particular benefit.

DONE this ____ day of _____, 2010.

CITY OF GIG HARBOR

ATTEST:

Molly Towslee, City Clerk

CITY HARBOR EMPLOYEES' GUILD
SUPERVISORY BARGAINING UNIT

By: _____

Its: _____



**Subject: First reading: Amendment To
2011 Personnel Salary Schedule**

**Proposed Council Action: Adopt Ordinance
after second reading**

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: February 14, 2011

Exhibits: Ordinance, page 44 of 2011 Budget

Initial & Date

Concurred by Mayor:

CLH 2/9/11

Approved by City Administrator:

PK

Approved as to form by City Atty:

Per Email

Approved by Finance Director:

DR 2/11

Expenditure	see fiscal	Amount		Appropriation	
Required	note below	Budgeted	NA	Required	\$0

INFORMATION / BACKGROUND

The 2011 personnel salary schedule was adopted by ordinance no. 1201 as part of the city's 2011 budget. We recently learned that the adopted range for the Assistant Building Official/Fire Marshall is incorrect. The salary range should have been increased 4.4 percent in accordance with the salary survey conducted in late 2010. This increase is included in the Salary Range Adjustments page (44) of the adopted 2011 budget (see attached).

FISCAL CONSIDERATION

The impact of this range increase is already included in the adopted 2011 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

We recommend that Council adopt this ordinance after a second reading.

**CITY OF GIG HARBOR
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO THE 2011 CITY PERSONNEL SALARY SCHEDULE;
AMENDING THE 2011 CITY PERSONNEL SALARY SCHEDULE TO
CORRECT AN ERROR.**

WHEREAS, on November 22, 2010, the City Council adopted Ordinance No. 1201 setting the 2011 annual budget and salary schedule for city employees; and

WHEREAS, after the City Council's approval of Ordinance No. 1201 staff found an error in the salary range for the Assistant Building Official/Fire Marshall and a correction is needed; and

WHEREAS, the approved budget has capacity to include this change; Now, therefore,

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

Section 1. Amendment. The 2011 personnel salary schedule adopted at section 3 of Ordinance No. 1201 is hereby amended to correct an error, changing the monthly salary range for the Assistant Building Official/Fire Marshall from \$5,153 - \$6,441 to \$5,379 - \$6,724.

Section 2. 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 _____, 2011.

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 city clerk: 2/___/11
Passed by the city council: 2/___/11
Date published: 2/___/11
Date effective: 2/___/11

SALARY RANGE ADJUSTMENTS

Pursuant to **Gig Harbor Employees Guild and Gig Harbor Employees' Guild Supervisory Bargaining Unit** labor contracts, the city conducts a salary survey of wage rates each year. The cities included in the survey are nearby cities that are viewed as competitors with Gig Harbor in the local labor market. If the survey results disclose that the current salary range midpoint for a position is two and one-half percent (2.5%) or more below 100% of the survey range midpoint for that position, then the city adjusts the salary range midpoint for that position to 100% of the salary survey midpoint. To do this, the city constructs a salary range for this position around the adjusted salary midpoint, consistent with the city's past practice (25% range spread). In this manner, the city maintains a competitive recruitment and retention practice, a stable work force and avoids future large catch-up salary adjustments.

→ Salary ranges that were adjusted based upon the 2.5% criterion are Assistant Building Official/Fire Marshall – 4.4%, Building and Fire Safety Director – 4.4%, City Engineer – 4.4%, Information Systems Manager – 4.4%, Planning Director – 4.4%, Public Works Superintendent – 3.6%, Wastewater Treatment Plant Supervisor – 3.6%, City Clerk – 7.2% and Finance Director – 3.5%.

The June 2010 CPI-W for Seattle-Tacoma-Bremerton was negative 0.1 percent; therefore, a cost of living increase will not be applied in 2011.



MEMO TO: City Council
DATE: February 14, 2011
RE: **Maritime Pier – Status Update**
FROM: Lita Dawn Stanton

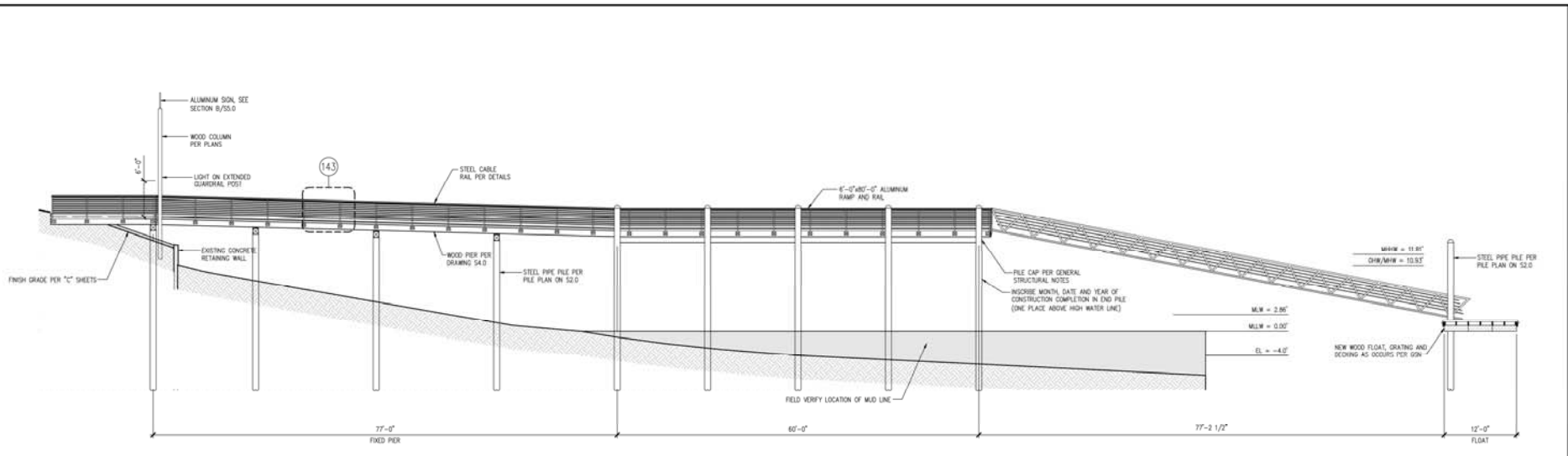
This memo represents a status update on the proposed construction of a **Maritime Pier** located at 3003 Harborview Drive (aka the old Stutz Site). The Motion below was passed during the January 10, 2011, City Council Meeting:

MOTION: *Move to authorize the Mayor to direct staff to finalize conceptual designs of a Maritime Pier within the historical footprint of the existing pier in order to maximize permitting allowances and expedite approval of the 2011 Parking Lot Project.*
Payne / Conan – unanimously approved.

Councilmember Malich and Payne said they hope we don't lose sight of the dream of a drive-on pier and fuel dock.


Engineering consultant for the City, Larry Lindell of Sitts and Hill Engineering, provided an updated site plan (attached) that will be submitted for permitting. It leverages existing conditions under a restoration allowance discussed during meetings with USACE. The plan includes an 18 x 135-foot pier, 6 x 80-foot ADA ramp and 12 x 40-foot float. This approach will maximize the existing piling configuration and over-water coverage in order to qualify under a Nationwide Permit that could be approved in 6 months or less thereby allowing for construction of upland parking in 2011. The configuration of this conceptual design was presented to the Stakeholders Group last week on February 11.

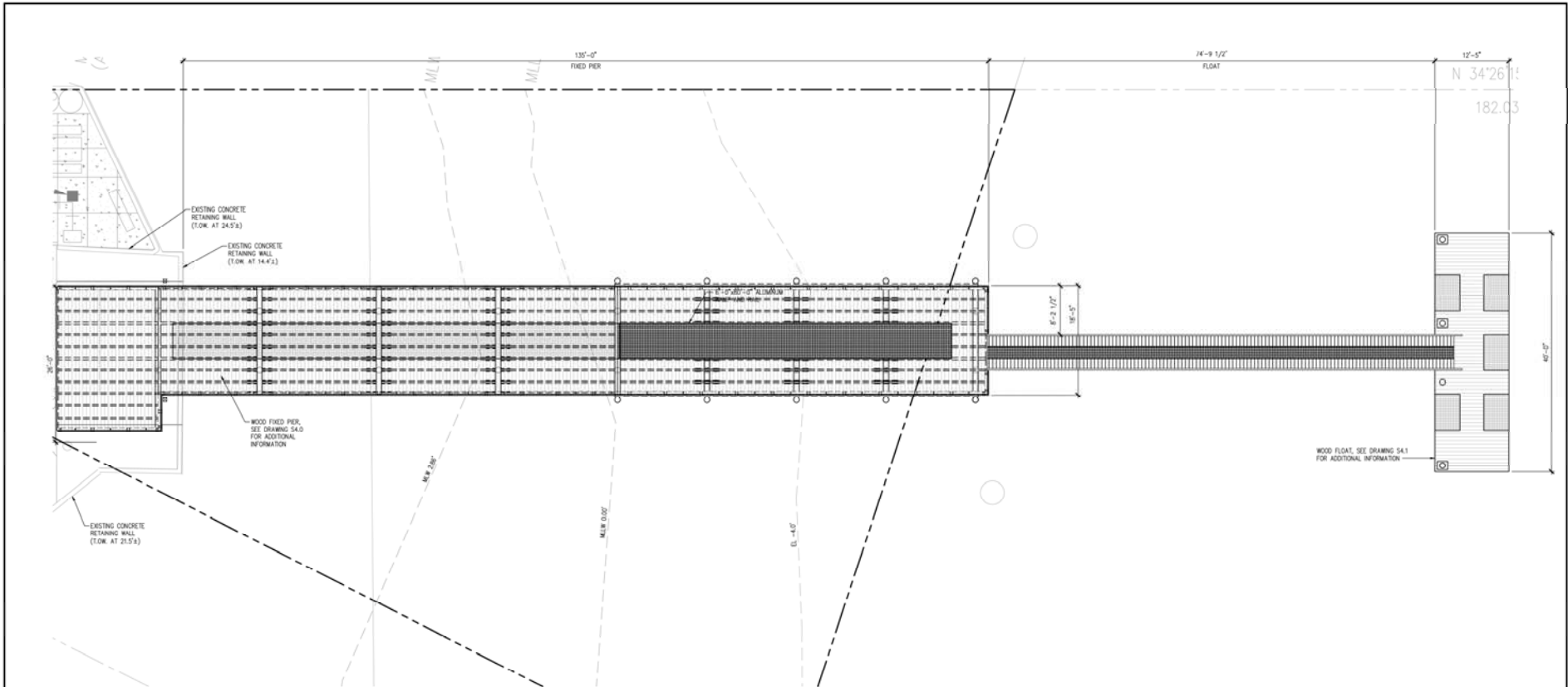
It's important to note that once the restoration project is complete, nothing prevents the City from submitting a new permit to expand the size and use of the pier in the future. In its proposed configuration, the space needed for a drive-on pier and fuel dock is available within the area identified in blue (DNR lease-lands).



A TYPICAL PIER, RAMP AND FLOAT SECTION VIEW
 SCALE: 1/8" = 1'-0"

V:\WORK\2011\02\1007\1007.dwg 10/21/11 10:48 AM 10/21/11 10:48 AM

REVISIONS 	SITTS & HILL ENGINEERS, INC. <small>CIVIL • STRUCTURAL • SURVEYING</small> <small>4010 GRANDVIEW STREET TACOMA, WA 98409</small> <small>PHONE: 252-8110000 FAX: 252-8110000</small> <small>Msitth@sjh-engineers.com sjh@sjh.com</small>	 GIG HARBOR <small>"THE MARITIME CITY"</small>	ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98335 (253) 851-6170	DESIGNED BY: B. LABRECQUE DRAWN BY: S. MCCARTHY CHECKED BY: L. LINDELL APPROVED BY:	<h1>MARITIME PIER</h1>	02-11-2011 PROGRESS SET	SHEET 18 OF 21	PROJECT NO. CPP-1007
				SCALE: AS SHOWN DATE: 10-01-10		ELEVATIONS AND SECTIONS		S5.0




PLAN NOTES

1. PLAN LAYOUT, CONTOURS, BATHYMETRY AND REFERENCE LINES WERE PROVIDED BY THORNTON LAND SURVEYING, INC.
2. FIELD VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION.
3. FOR CLARITY, DETAILS MAY ONLY SHOW ONE SIDE OF FRAMING CONDITIONS.
4. ELECTRICAL LINES SHALL BE ENCASED IN SCHEDULE 40 PVC CONDUIT BELOW DECK SURFACE - COORDINATE SIZE AND LAYOUT WITH ELECTRICAL ENGINEER.

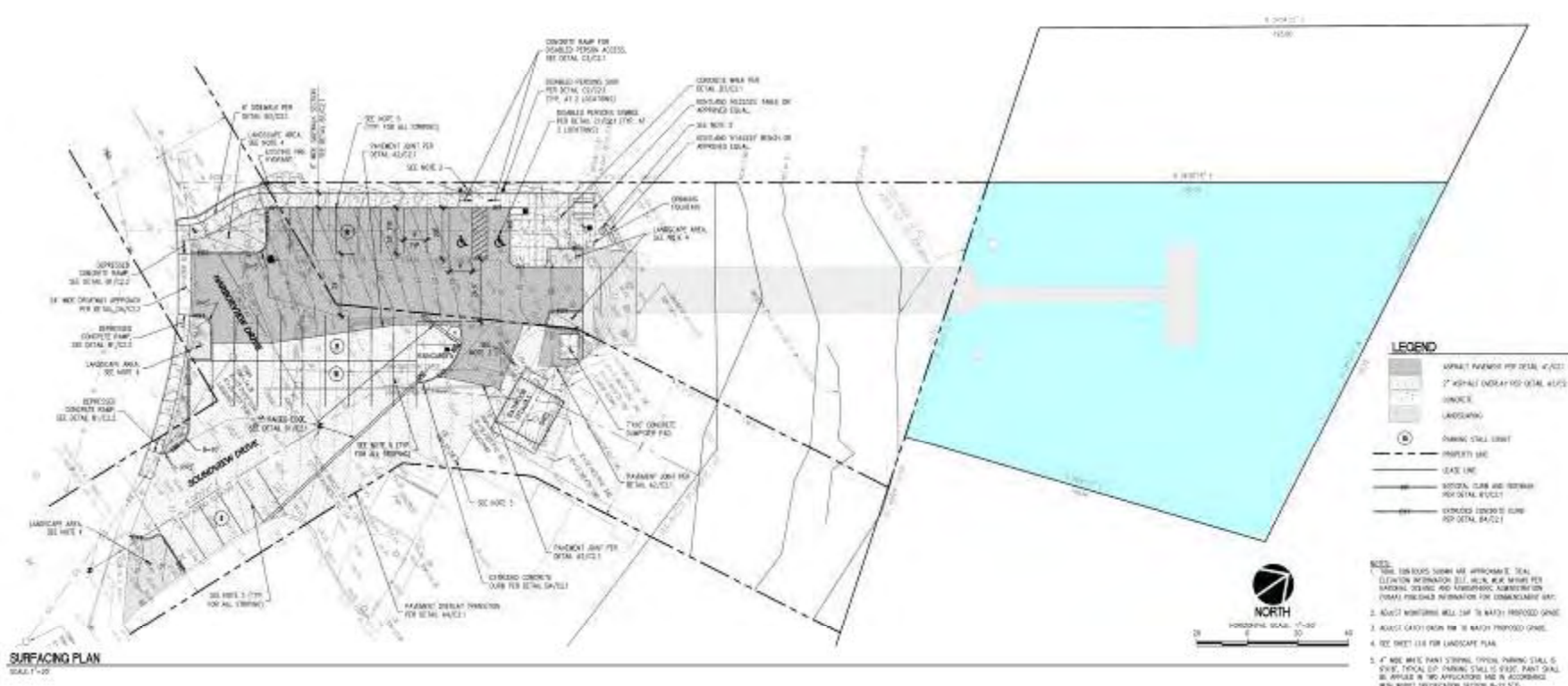
A DOCK PLAN VIEW
SCALE: 1/8" = 1'-0"



1:10/20/2011 10:00 AM 38 44848 32/07/11 8:28am by jlabrecque

REVISIONS 		<p>SITTS & HILL ENGINEERS, INC. <small>CIVIL • STRUCTURAL • SURVEYING</small> <small>4010 CENTER STREET TACOMA, WA 98409</small> <small>PHONE: (253) 474-8800 FAX: (253) 474-8800</small> <small>http://www.sitts-hill-engineers.com/</small> <small>2011 © SITTS & HILL</small></p>	 <p>GIG HARBOR <small>"THE MARITIME CITY"</small></p> <p>ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98335 (253) 851-6170</p>	<p>DESIGNED BY: B. LABRECQUE DRAWN BY: S. MCCARTHY CHECKED BY: L. LINDELL APPROVED BY: SCALE: AS SHOWN DATE: 10-01-10</p>	<p>MARITIME PIER</p>	<p>02-11-2011 PROGRESS SET</p> <p>OVERALL PIER AND FLOAT PLANS</p>	<p>SHEET 15 OF 21</p>	<p>PROJECT NO. CPP-1007</p> <p>S3.0</p>
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SECTION 08, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M.



- LEGEND**
- ASPHALT PAVEMENT PER DETAIL #10/21
 - 7" ASPHALT OVERLAY PER DETAIL #10/21
 - CONCRETE
 - LANDSCAPING
 - PARKING STALL LIMIT
 - PROPERTY LINE
 - EASE LINE
 - SIGNAL, CURB AND SIDEWALK PER DETAIL #10/21
 - EXPOSED CONCRETE CURB PER DETAIL #10/21

- NOTES:**
1. USE 10% EQUUS SLOPE AND APPROPRIATE SEAL ELUTION INFORMATION SEE AISC, W&A SHEET FOR LANDSCAPING, SIGNAL AND LANDSCAPING INFORMATION (FORM) PROVIDED INFORMATION FOR LANDSCAPING ONLY.
 2. ADJUST DIMENSIONS WILL SHIP TO MATCH PROPOSED GRADE.
 3. ADJUST GRADY DRAIN IN IN MATCH PROPOSED GRADE.
 4. SEE SHEET 018 FOR LANDSCAPE PLAN.
 5. 4" WIDE WHITE PAINT STRIPING OVERALL PARKING STALL 5' SPACED TYPICAL (SEE PARKING STALLS FIRST PART SHEET 018 APPLICABLE AND IS ACCORDING WITH SUBMIT SPECIFICATION SECTION 8-11.5.2).



SURFACING PLAN
SCALE: 1"=20'

Call 2 Working Days Before You Dig
1-800-424-5555
 Utilities Underground Location Center

DATE PLOTTED: 02-11-2011 10:00:00 AM

REVISIONS 	SITTS & HILL ENGINEERS, INC. CIVIL • MECHANICAL • SURVEYING 400 SOUTH STREET EXETER, WA 98541 PHONE: 509-425-1100 FAX: 509-425-1101 WWW.SITTSANDHILL.COM	<p>GIG HARBOR "THE MARITIME CITY"</p>	ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98535 (253) 851-6170	DESIGNED BY: D. FILLMORE DRAWN BY: K. KREISCHER CHECKED BY: K. HARGRAVE APPROVED BY:	MARITIME PIER	02-11-2011 PROGRESS SET	SHEET 8 OF 21	PROJECT NO: CPP-1007
				SCALE: AS SHOWN DATE: 10-01-10		SURFACING PLAN		C2.0