

Gig Harbor City Council Meeting

**July 11, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, July 11, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of June 27, 2011.
2. Liquor License Action: a) New Application: Red Rooster Restaurant; b) Added privilege: Tides Tavern.
3. Summer Sounds - Amendment to Contract.
4. Expenditure Approval Related to Storm Structure Void Detection.
5. 2011 Pavement Maintenance and Repair Project – Escrow Agreement for Retainage - Looker & Associates.
6. Crescent Creek Property Hazmat Assessment – Consultant Services Contract/Parametrix.
7. City-wide Travel Demand Model Update, Annual Capacity Availability Report and On-Call Services for Concurrency Testing – Amendment No. 1 to Consultant Services.
8. Resolution No. 863 – Surplus Property.
9. Sewage Lift Station 4 Replacement – Design, Permitting, and Construction Management Services - Consultant Services Contracts.
10. WWTP Improvement Project – Final Deductive Change Order.
11. Austin Estuary Development Contract.
12. Approval of Payment of Bills for July 11, 2011: Checks #67313 through #67421 in the amount of \$1,454,106.94.
13. Approval of Payroll for the month of June: Checks #6261 through #6272, check #6281 through #6289 and direct deposits in the amount of \$313,914.01.

PRESENTATIONS:

Pierce Transit Update on System Redesign – Lind Simonsen, Community Outreach Coordinator.

OLD BUSINESS:

1. Second Reading of Ordinance – Adopting a New Commute Trip Reduction Plan.
2. Second Reading of Ordinance - Downtown Limited Parking.
3. Second Reading of Ordinance – Accepting Monetary Donations and Resolution Adopting a Monetary Donation Policy.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – 2011 Comprehensive Plan Amendments.
2. Public Hearing and First Reading of Ordinance – Electric Vehicle Infrastructure Zoning Regulations.
3. First Reading of Ordinance – Amendments to Special Events Permit.

STAFF REPORT:

Donkey Creek Update.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS: Presentation of American Flag.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Wastewater Treatment Plant Ribbon Cutting: Tue. July 12th at 11:30 a.m.
2. Donkey Creek Project Community Meeting: Thu. July 14th at 6:30 p.m. at Harbor Ridge Middle School.
3. Operations Committee: Thu. July 21st at 3:00 p.m.
4. No City Council Meetings on August 8th or 22nd.
5. Special Council Meeting: Mon. Aug. 29th at 5:30 p.m. – Maritime Pier Construction Bid Award.

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

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – June 27, 2011

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

CALL TO ORDER: 5:32 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of June 13, 2011.
2. Correspondence / Proclamations: Proclamation: Independence Day.
3. Liquor License Action: a) Renewals: The Keeping Room; Hunan Garden Restaurant; Kinza Teriyaki; and Spiro's Bella Notte Pizza.
4. Receive and File: a) Boys & Girls Club Yearly Report; b) Minutes of June 6, 2011 HBZ Workstudy Session; c) Gig Harbor Historic Waterfront Association Progress Report.
5. WWTP Phase 1 Improvements - Amendment to PWTF Loan Agreement for Time Extension.
6. Grandview Forest Water Tanks Anchoring Project – Special Testing Services / Construction Testing Laboratories.
7. Municipal Court Judge Contract.
8. Volunteer Policy.
9. Safety / Accident Prevention Plan Policy
10. Rosedale Street Pedestrian Improvement Project – Final Design and Permitting Contract.
11. 2011 Water Main Improvement and Replacement Project – Construction Contract Award.
12. Approval of Payment of Bills for June 27, 2011: Checks #67191 through #67312 in the amount of \$1,118,962.75.

MOTION: Move to adopt the Consent Agenda as presented.
Conan / Payne – unanimously approved.

PRESENTATIONS:

1. Independence Day Proclamation – Ken Roberts: John Paul Jones Chapter of the Sons of the American Revolution. Mayor Hunter presented Mr. Roberts with the proclamation.

2. Recognition of Justin Bonnell – “Map Your Neighborhood.” Building Official/Fire Marshal Dick Bower gave an overview of the Map Your Neighborhood program and praised Justin for developing the program as his Senior Class Project. He then presented Justin with a certificate of appreciation.

3. Boys & Girls Club Report – Mark Starns, CEO and JoAnne Maxwell, Branch Manager. Mr. Starns thanked the city for its financial and grant support this past year.

Ms. Maxwell highlighted some of the activities and community use of the Boys & Girls Club.

4. Gig Harbor Chamber Economic Development Committee: Tom Drohan and Warren Zimmerman. Mr. Zimmerman presented an overview of the purpose and function of the Chamber.

Tom Drohan, Chair of the Economic Development Committee, explained that the dedication to creating more commerce to share with the membership and the community. He described the composition of the committee and said their goal is to keep existing employers as well as attracting new. He talked about planned events, activities, and partnering with the nearby military community.

OLD BUSINESS:

1. Hospital Benefit Zone – Five-Year Plan. City Administrator Rob Karlinsey gave an overview of the process to develop a five-year plan. He described his efforts to converse with developers regarding the Bujacich Lift Station.

Councilmembers further discussed the lift station project and roadway maintenance projects. Staff was asked to bring back a more detailed map outlining the Hospital Benefit Zone. It was stressed that the list was for budget planning purposes and not final approval of the projects.

MOTION: Move to approve the staff-proposed Hospital Benefit Zone Five Year Plan as presented.
Young / Conan – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Adopting a New Commute Trip Reduction Plan. City Clerk Molly Towslee presented the background and answered questions on this ordinance adopting a Commute Trip Reduction Plan as required by state law. This will return for a second reading at the next meeting.

2. First Reading of Ordinance - Downtown Limited Parking. Rob Karlinsey explained that the Gig Harbor Historic Waterfront Association has requested time limits on parking in certain areas to improve parking circulation. He described the proposed changes as a pilot, test program and suggested that Council allow the City Engineer the flexibility to add or reduce spaced depending upon the need.

Chief of Police Mike Davis explained that a softer, educational approach will be taken utilizing the Citizens On Patrol, Reserve Officers, and downtown volunteers for enforcement.

3. First Reading of Ordinance – Donations and Consideration of a Resolution for a Donation Policy. Rob Karlinsey presented this ordinance and resolution that will help accommodate donations. The ordinance will establish a policy for the City Administrator

to accept donations of \$20,000 or less without an ordinance. He recommended that both be adopted at the next meeting.

STAFF REPORT:

1. Updates to the Special Events Permit Policy. Marketing Director Lauren Lund proposed a change to the Special Events Permit regulations to allow certain commercially organized special events. She gave an overview of the proposed changes that would allow no more than one event per month. Council directed staff to come back with a draft ordinance for consideration.

2. Survey and Ratings Bureau. City Administrator Rob Karlinsey reported that the city's rating has been dropped from a five to a four as a result of many years of work and the leadership of the Fire Commission, Fire Chief Bob Black, Fire Marshal Dick Bower, and the city for the improvements to the water system.

3. Donkey Creek Community Meeting. Rob Karlinsey then announced that at the upcoming meeting on July 14th at Harbor Ridge Middle School, two options will be presented for public review. At the July 11th Council meeting there will be a preview of the presentation. He added that a large mailing will be going out to capture those who will be affected by this project during their commute.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Franich asked for clarification on the Pierce County Redistricting. Councilmember Young explained that District 7 would change include the northern portion of Tacoma; Fircrest and University Place would move over to District 6. He said that a public hearing was held here last week but there is still time to submit comments. Councilmembers were encouraged to let the County know their position on the redistricting.

Councilmember Young reported that Gig Harbor's UGA Amendment for the bay was passed by Pierce County Regional Council. This was significant because all the others were denied due to incomplete information. He praised staff for having such a complete application. He then reported that on a regional level, Puget Sound Regional Council approved the viaduct replacement and changes to the distribution of votes. This last action added one vote for King County and also increased Pierce County's influence.

Councilmember Malich asked about the possibility of city webcams funded by the Lodging Tax Advisory Committee. Councilmember Young said that this will be added to their next agenda for discussion.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Wastewater Treatment Plant Ribbon Cutting: Tue. July 12th at 11:30 a.m.

2. Donkey Creek Project Community Meeting: Thu. July 14th at 6:30 p.m. at Harbor Ridge Middle School.
3. Operations Committee: Thu. July 21st at 3:00 p.m.
4. Special Council Meeting: Mon. Aug. 29th at 5:30 p.m. – Maritime Pier Construction Bid Award.

ADJOURN:

MOTION: Move to adjourn at 7:26 p.m.
Malich / Payne – unanimously approved.

CD recorder utilized: Tracks 1002 – 1020

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

JAR

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 6/20/11

UBI: 603-005-490-001-0001

License: 085944 - 1U County: 27
Tradenam: RED ROOSTER CAFE
Address: 3313 HARBORVIEW DR
GIG HARBOR WA 98335-2126

APPLICANTS:
RED ROOSTER CAFE, L.L.C.
BABICH, NICK 1963-07-12
ENGLISH, JOHN HARVEY 1945-10-01
RADCLIFFE, JAMIE 1974-11-11
ENGLISH, DELINDA LEE (Spouse) 1949-11-20

Phone No.: 253-219-3207 JAMIE RADCLIFFE

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

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

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

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

NOTICE OF LIQUOR LICENSE APPLICATION



MVG

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK

DATE: 6/24/11

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 600-108-772-001-0001

License: 356387 - 1U County: 27

Tradename: TIDES TAVERN

Loc Addr: 2925 HARBORVIEW DR

GIG HARBOR

WA 98335-1910

APPLICANTS:

DYLAN ENTERPRISES INC.

STANLEY, PHILIP T

1947-04-20

Mail Addr: PO BOX 208

GIG HARBOR

WA 98335-0208

Phone No.: 253-858-3982

Privileges Upon Approval:

SPIRITS/BR/WN REST LOUNGE -

OFF-PREMISES SALE WINE

CATERING

KEGS TO GO

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.

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

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sharon Stevens S & G Entertainment, Inc. (dba Sambatuque), a Washington corporation, whose address is 2113 221st Place NE, Sammamish, WA 98074 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 26th, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 26th, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 26th, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand dollars and no cents (\$1,000.00), which shall be paid to Sharon Stevens S & G Entertainment by mail to the address set forth at the end of this contract, following the performance on Tuesday, July 26th, 2011. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

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

THE CITY OF GIG HARBOR

By: _____

Sharon Stevens
~~S & G Entertainment~~
2113 221st Place NE
Sammamish, WA 98074
425 221 3767

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

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The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of July, 2011.

By: 

Sharon Stevens
~~S & G Entertainment~~
2113 221st Place NE
Sammamish, WA 98074
425 221 3767

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



Subject: Expenditure Approval Related to Storm Structure Void Detection

Proposed Council Action: Authorize the Expenditure for an Emergency Situation and Approve Void Detection Services Performed Around Existing Storm Structures by Structural Radar Imaging, Inc. for a lump sum cost of One Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$1,635.00).

Dept. Origin: Public Works/Operations

Prepared by: Marco Malich
Public Works Superintendent

For Agenda of: July 11, 2011

Exhibits:

Concurred by Mayor: Initial & Date CLH 7/5/11
Approved by City Administrator: RJK
Approved as to form by City Atty: via email 6/10/11
Approved by Finance Director:
Approved by Department Head: [Signature]

Table with 5 columns: Expenditure Required, Amount Budgeted, See fiscal consideration below, Appropriation Required, 0

INFORMATION / BACKGROUND

On March 9, 2011, a sink hole developed on Pioneer Way due to mortar failure in the adjacent storm structure. This sink hole was fixed by Public Works staff. On May 5, 2011, another sink hole developed on the other side of the same structure.

The City Engineer, Public Works Operations Superintendent and the City Construction Inspector examined the damage and concluded that the roadway was susceptible to being compromised and that additional protection measures were in order by identifying any possible voids around the remaining structures.

Due to the immediate need to protect vital city infrastructure and the traveling public, Structural Radar Imaging, Inc. was utilized to address the issue by performing void detection imaging around existing storm structures in the roadway.

FISCAL CONSIDERATION

Costs for this item were paid out of the Stormwater Operating Repair and Maintenance fund.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Expenditure for an Emergency Situation and Approve Void Detection Services Performed Around Existing Storm Structures by Structural Radar Imaging, Inc. for a lump sum cost of One Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$1,635.00).



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

Subject: 2011 Pavement Maintenance & Repair Project CSP-1107
-- Escrow Agreement for Retainage

Proposed Council Action: Approve and authorize the Mayor to sign and execute the Escrow Agreement with Looker & Associates, Inc. and Heritage Bank.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm, PE, Senior Engineer

For Agenda of: July 11, 2011

Exhibits: Escrow Agreement

Initial &
Date

Concurred by Mayor:

CLH 6/29/11

Approved by City Administrator:

PK

Approved as to form by City Atty:

APPROV VIA EMAIL 6/29/11

Approved by Finance Director:

OP 6/29/11

Approved by Department Head:

6/28/11

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

Looker & Associates, Inc. was awarded the construction contract for the 2011 Pavement Maintenance & Repair Project at the May 9, 2011 council meeting. Looker has requested that their retainage be placed in an escrow account with Heritage Bank. Heritage Bank is certified as a public depository by the Washington Public Deposit Protection Commission. Exhibit A of the agreement limits investments to those allowed by the State of Washington and the City's investment policy.

FISCAL CONSIDERATION

The retainage percentage of 5% of each progress payment.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to sign and execute the Escrow Agreement with Looker & Associates, Inc. and Heritage Bank.

Project No.: CSP-1107/11-015
Project Name: 2011 PAVEMENT REP^d MAINT.
Escrow No.: 05030032204

ESCROW AGREEMENT

RECEIVED

JUN 22 2011

TO: Bank Name: HERITAGE BANK
Branch: Spanaway
Address: 15211 Pacific Ave SW
City, State Zip: Tacoma WA 98444
Phone: 253-531-4360

CITY OF GIG HARBOR
ENGINEERING

The undersigned, DUNCAN STURROCK, SECRETARY, hereinafter referred to as Contractor, has directed the City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this Agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the Agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this Agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this Agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.

5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this Agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instruction, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, not required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is not caused by your failure to perform as required under this instrument, and for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as give above governing the administration of this escrow and do hereby execute this Agreement on this 8th day of June, 2001.

BANK: Heritage Bank

Branch: Spanaway

Address: 15211 Pacific Ave SW

City, State Zip: Tacoma, WA 98444

Phone: 253-531-4360

FAX No.: 253-531-4583

By: 
Authorized Signature

Title: JVP

05030082204
Escrow Account No.

Contractor: LOOKER & ASSOCIATES, INC.

Address: 5025 189TH STREET EAST

City, State Zip: PUYALLUP, WA 98375

Phone: (253) 210-5200

FAX No.: (253) 846-1851

By: 
Authorized Signature

Print Name: DUNCAN STURROCK

Title: SECRETARY

The above escrow instructions received and accepted this _____ day of _____, 200__.

CITY OF GIG HARBOR

Title: Mayor

Exhibit "A"

**List of Type of Bonds or Securities that are Approved
by the City of Gig Harbor**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

**Please indicate which type of Bonds or Securities that have
been selected by circling the appropriate number above.**



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

Subject: Crescent Creek Property Hazmat Assessment-Consultant Services Contract/Parametrix, Inc.

Proposed Council Action:

Move to: Approve and authorize the Mayor to execute the contract with Parametrix, Inc. in the not-to-exceed amount of \$3,200 for the preparation of a hazardous materials assessment.

Dept. Origin: Public Works/Operations
Prepared by: *Marco Malich*
Marco Malich
Public Works Superintendent

For Agenda of: July 11, 2011

Exhibits: Consultant Services Contract with Exhibit A - Scope of Work and Exhibit B - Fee Proposal

	Initial & Date
Concurred by Mayor:	<u><i>GH 7/7/11</i></u>
Approved by City Administrator:	<u><i>POK</i></u>
Approved as to form by City Atty:	via email 6/20/11
Approved by Finance Director:	<u><i>OR 7/6/11</i></u>
Approved by Department Head:	<u><i>MM</i></u>

Expenditure Required	\$ 3,200	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The Contract provides for the preparation of a hazardous materials assessment of the home located at 9702 Crescent Valley Drive (formerly Rohwer Property). The assessment will support future demolition work.

FISCAL CONSIDERATION

This project is not budgeted for 2011. Funding for this project will be supplied either through Park budget savings or a City Council approved appropriation in the fall of this year.

BOARD OR COMMITTEE RECOMMENDATION

At the April 22, 2011 retreat, the City Council directed staff to move forward with the demolition of this structure.

RECOMMENDATION/MOTION

Move to: Approve and authorize the Mayor to execute the contract with Parametrix, Inc. in the not-to-exceed amount of \$3,200 for the preparation of a hazardous materials assessment.

**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 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 Crescent Creek Property Hazmat Assessment 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 June 29, 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 Three Thousand Two Hundred Dollars and Zero Cents (\$3,200.00) 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 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 August 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:
Parametrix, Inc.
ATTN: Shannon Thompson
Project Manager
4660 Kitsap Way, Suite A
Bremerton, Washington 98312
(360) 271-9207

City of Gig Harbor
ATTN: Marco Malich
Public Works Superintendent
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

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Contract Amount \$ 172,364
Mgt Reserve Fund \$ 12,000
Total Contract Budget \$ 184,364
Spent to Date \$ 176,339
Amount Remaining \$ 8,025

Task	MSA	AESI	ESAVA	KPFF	GRC	Touma	TISI	TOTAL	IRGO	USWF	HUD	Other	100.00%
Task 1: Project Management & Coordination													
10% Contract Amount	\$ 10,073.00	\$ 0.00	\$ 2,383.00	\$ 1,160.00	\$ 0.00	\$ 0.00	\$ 2,945.00	\$ 16,561.00	\$ 1,864.98	\$ 4,590.71	\$ 8,383.79	\$ 1,721.52	\$ 172,364
12/2/2010 PP#1 - thru 10/31/2010	\$ 5,094.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,094.97	\$ 573.76	\$ 1,412.33	\$ 2,579.26	\$ 529.62	\$ 12,000
1/4/2011 PP#2 - thru 1/30/2010	\$ 1,756.99	\$ -	\$ 1,850.00	\$ -	\$ -	\$ -	\$ -	\$ 3,606.99	\$ 406.19	\$ 989.86	\$ 1,825.99	\$ 374.95	\$ 184,364
1/25/2011 PP#3 - thru 12/31/2010	\$ 1,785.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,785.45	\$ 1,785.45	\$ 201.06	\$ 494.93	\$ 903.86	\$ 165.60	\$ 176,339
2/2/2011 PP#4 - thru 1/31/2011	\$ -	\$ -	\$ 90.73	\$ -	\$ -	\$ -	\$ 90.73	\$ 90.73	\$ 10.22	\$ 25.15	\$ 45.93	\$ 9.43	\$ 8,025
2/22/2011 PP#5 - thru 1/31/2011 (MSA)	\$ 5,740.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,740.01	\$ 5,740.01	\$ 646.40	\$ 1,591.13	\$ 2,905.81	\$ 596.67	\$ -
5/4/2011 PP#6 - thru 3/31/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6/6/2011 PP#7 - thru 4/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99% Paid to Date	\$ 14,378.85	\$ -	\$ 1,941.54	\$ -	\$ -	\$ -	\$ 2,945.00	\$ 16,320.39	\$ 1,837.63	\$ 4,523.40	\$ 8,260.85	\$ 1,696.27	\$ -
1% Contract Amount Remaining	\$ (4,305.85)	\$ 0.00	\$ 441.46	\$ 1,160.00	\$ 0.00	\$ 0.00	\$ 2,945.00	\$ 240.61	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2: Data Gathering													
34% Contract Amount	\$ 8,003.00	\$ 29,500.00	\$ 3,179.00	\$ 928.00	\$ 4,750.00	\$ 9,880.00	\$ 1,820.00	\$ 58,060.00	\$ 6,538.29	\$ 16,094.25	\$ 29,392.12	\$ 6,035.34	\$ 58,060.00
12/2/2010 PP#1 - thru 10/31/2010	\$ 1,577.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,005.08	\$ 6,583.00	\$ 741.33	\$ 1,824.81	\$ 3,332.56	\$ 684.30	\$ 6,583.00
12/27/2010 CA#1 - Add'l Geotech	\$ 5,389.49	\$ 24,786.50	\$ 3,234.27	\$ 3,289.04	\$ -	\$ -	\$ -	\$ 36,699.30	\$ 675.68	\$ 1,663.20	\$ 3,037.42	\$ 623.70	\$ 36,699.30
1/4/2011 PP#2 - thru 1/30/2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,132.80	\$ 10,173.06	\$ 18,578.54	\$ 3,814.90	\$ -
1/25/2011 PP#3 - thru 12/31/2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2/2/2011 PP#4 - thru 1/31/2011	\$ -	\$ -	\$ 165.22	\$ -	\$ 3,750.30	\$ 10,489.84	\$ -	\$ 14,405.36	\$ 1,622.23	\$ 3,993.17	\$ 7,292.53	\$ 1,497.44	\$ 14,405.36
2/22/2011 PP#5 - thru 1/31/2011 (MSA)	\$ 397.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 397.13	\$ 397.13	\$ 44.72	\$ 110.08	\$ 201.04	\$ 41.28	\$ 397.13
5/4/2011 PP#6 - thru 3/31/2011	\$ -	\$ -	\$ -	\$ -	\$ 945.30	\$ -	\$ 945.30	\$ 945.30	\$ 106.45	\$ 262.04	\$ 478.55	\$ 98.26	\$ 945.30
6/6/2011 PP#7 - thru 4/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112% Paid to Date	\$ 7,365.46	\$ 30,787.20	\$ 3,400.56	\$ 3,292.58	\$ 4,696.59	\$ 10,490.90	\$ 5,007.83	\$ 65,041.12	\$ 7,323.21	\$ 18,026.36	\$ 32,920.64	\$ 6,759.88	\$ 65,041.12
-2% Contract Amount Remaining	\$ 637.54	\$ 4,712.80	\$ (221.56)	\$ (2,364.58)	\$ 53.41	\$ (610.90)	\$ (3,187.83)	\$ (881.12)	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3: Alternatives Development & Selection													
40% Contract Amount	\$ 35,499.00	\$ 0.00	\$ 14,920.00	\$ 8,578.00	\$ 0.00	\$ 0.00	\$ 10,385.00	\$ 69,382.00	\$ 7,813.29	\$ 19,232.71	\$ 35,123.74	\$ 7,212.27	\$ 69,382.00
12/2/2010 PP#1 - thru 10/31/2010	\$ 8,829.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,829.16	\$ 8,829.16	\$ 994.27	\$ 2,447.45	\$ 4,469.65	\$ 917.79	\$ 8,829.16
1/4/2011 PP#2 - thru 1/30/2010	\$ 25,444.25	\$ -	\$ 7,716.03	\$ -	\$ -	\$ -	\$ 3,849.17	\$ 37,008.45	\$ 4,167.73	\$ 10,259.03	\$ 18,735.55	\$ 3,847.14	\$ 37,008.45
1/25/2011 PP#3 - thru 12/31/2010	\$ 15,426.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,426.17	\$ 15,426.17	\$ 1,737.18	\$ 4,276.14	\$ 7,809.30	\$ 1,603.55	\$ 15,426.17
2/2/2011 PP#4 - thru 1/31/2011	\$ 7,868.74	\$ -	\$ 7,769.04	\$ -	\$ -	\$ -	\$ 7,769.04	\$ 7,769.04	\$ 874.89	\$ 2,153.58	\$ 3,932.98	\$ 807.59	\$ 7,769.04
2/22/2011 PP#5 - thru 1/31/2011 (MSA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 886.12	\$ 2,181.22	\$ 3,983.45	\$ 817.96	\$ 7,868.74
5/4/2011 PP#6 - thru 3/31/2011	\$ -	\$ -	\$ 6,016.88	\$ -	\$ -	\$ -	\$ 6,016.88	\$ 6,016.88	\$ 989.70	\$ 2,438.18	\$ 4,449.07	\$ 913.57	\$ 6,016.88
6/6/2011 PP#7 - thru 4/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124% Paid to Date	\$ 57,569.94	\$ -	\$ 21,503.39	\$ 8,578.00	\$ -	\$ -	\$ 6,621.45	\$ 85,694.78	\$ 9,649.90	\$ 23,753.59	\$ 43,380.00	\$ 8,907.60	\$ 85,694.78
-24% Contract Amount Remaining	\$ (22,070.94)	\$ 0.00	\$ (6,583.39)	\$ 8,578.00	\$ 0.00	\$ 0.00	\$ 3,763.55	\$ (16,312.78)	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Prelim Permitting Assistance													
16% Contract Amount	\$ 4,199.00	\$ 0.00	\$ 23,521.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 640.00	\$ 28,360.00	\$ 3,193.69	\$ 7,861.40	\$ 14,356.88	\$ 2,948.02	\$ 28,360.00
12/2/2010 PP#1 - thru 10/31/2010	\$ 205.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205.20	\$ 205.20	\$ 23.11	\$ 56.88	\$ 103.88	\$ 21.33	\$ 205.20
1/4/2011 PP#2 - thru 1/30/2010	\$ 410.42	\$ -	\$ 5,002.53	\$ -	\$ -	\$ -	\$ 5,412.95	\$ 5,412.95	\$ 609.57	\$ 1,500.47	\$ 2,740.24	\$ 562.68	\$ 5,412.95
1/25/2011 PP#3 - thru 12/31/2010	\$ 4,307.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,307.12	\$ 4,307.12	\$ 485.04	\$ 1,193.93	\$ 2,180.42	\$ 447.73	\$ 4,307.12
2/2/2011 PP#4 - thru 1/31/2011	\$ -	\$ -	\$ 2,281.32	\$ -	\$ -	\$ -	\$ 2,281.32	\$ 2,281.32	\$ 256.91	\$ 632.38	\$ 1,154.89	\$ 237.14	\$ 2,281.32
2/22/2011 PP#5 - thru 1/31/2011 (MSA)	\$ 410.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 410.42	\$ 410.42	\$ 46.22	\$ 113.77	\$ 207.77	\$ 42.66	\$ 410.42
5/4/2011 PP#6 - thru 3/31/2011	\$ -	\$ -	\$ 2,677.22	\$ -	\$ -	\$ -	\$ 2,677.22	\$ 2,677.22	\$ 301.49	\$ 742.13	\$ 1,355.31	\$ 278.30	\$ 2,677.22
6/6/2011 PP#7 - thru 4/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54% Paid to Date	\$ 5,334.43	\$ -	\$ 9,961.49	\$ -	\$ -	\$ -	\$ 640.00	\$ 15,295.92	\$ 1,722.32	\$ 4,239.56	\$ 7,742.51	\$ 1,569.64	\$ 15,295.92
46% Contract Amount Remaining	\$ (1,135.43)	\$ 0.00	\$ 13,559.51	\$ 0.00	\$ 0.00	\$ 0.00	\$ 640.00	\$ 13,064.08	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS													
100% Contract Amount	\$ 57,774.00	\$ 29,500.00	\$ 44,003.00	\$ 10,666.00	\$ 4,750.00	\$ 9,880.00	\$ 15,790.00	\$ 172,363.00	\$ 19,410.25	\$ 47,779.07	\$ 87,256.53	\$ 17,917.15	\$ 172,363.00
12/2/2010 PP#1 - thru 10/31/2010	\$ 15,707.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,005.08	\$ 20,712.33	\$ 2,332.47	\$ 5,741.46	\$ 10,485.35	\$ 2,153.05	\$ 20,712.33
12/27/2010 CA#1 - Add'l Geotech	\$ 33,001.15	\$ 24,786.50	\$ 17,802.83	\$ 3,289.04	\$ -	\$ -	\$ 3,849.17	\$ 82,728.69	\$ 675.68	\$ 1,663.20	\$ 3,037.42	\$ 623.70	\$ 82,728.69
1/4/2011 PP#2 - thru 1/30/2010	\$ 21,518.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,518.74	\$ 2,423.28	\$ 5,965.00	\$ 10,893.58	\$ 2,236.88	\$ 21,518.74
1/25/2011 PP#3 - thru 12/31/2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2/2/2011 PP#4 - thru 1/31/2011	\$ 14,416.30	\$ -	\$ 10,306.31	\$ -	\$ 3,750.30	\$ 10,489.84	\$ -	\$ 24,546.45	\$ 1,623.46	\$ 3,996.20	\$ 7,298.06	\$ 1,498.58	\$ 24,546.45
2/22/2011 PP#5 - thru 1/31/2011 (MSA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5/4/2011 PP#6 - thru 3/31/2011	\$ -	\$ -	\$ 8,694.10	\$ -	\$ 945.30	\$ -	\$ 8,694.10	\$ 8,694.10	\$ 1,397.64	\$ 3,440.34	\$ 6,282.93	\$ 1,290.13	\$ 8,694.10
6/6/2011 PP#7 - thru 4/30/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99% Paid to Date	\$ 84,644.91	\$ 24,786.50	\$ 36,804.08	\$ 3,289.35	\$ 4,696.59	\$ 10,490.90	\$ 11,626.63	\$ 176,338.95	\$ 19,857.38	\$ 48,879.71	\$ 89,266.57	\$ 18,329.89	\$ 176,338.95
1% Contract Amount Remaining	\$ (26,870.91)	\$ 10,713.50	\$ 7,198.92	\$ 7,376.65	\$ 53.41	\$ (610.90)	\$ 4,163.37	\$ 2,024.05	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT A SCOPE OF WORK

City of Gig Harbor 9702 Crescent Creek Drive Hazmat Assessment

The City of Gig Harbor (City) has requested a hazardous materials assessment of the home located at 9702 Crescent Creek Drive, Gig Harbor (formerly the Rohwer Property). The assessment will be used to support future demolition work. Specific elements of work to be completed under this scope of work include:

Task 1 Hazardous Materials Assessment

Goal: To determine if hazardous materials, including asbestos containing materials (ACM), lead-based paint, and other hazardous materials such as mercury switches and polychlorinated biphenyl (PCB) containing light ballasts, are present in the structures and characterize the materials for future disposal during potential demolition activities.

Approach: The following approach will apply:

- Conduct a "Good-Faith" asbestos survey, in accordance with the Environmental Protection Agency (EPA) requirements found in 40 CFR 763 pertaining to AHERA.
- Collect a maximum of 50 samples (including quality control samples) of suspected ACM in accordance with 40 CFR 760 Subpart E to be analyzed by EPA-600/R-93/116.
- Collect a maximum of 10 samples (including quality control samples) of representative paint chips to be analyzed for total lead by EPA Method 7000B.
- Inventory fluorescent light fixtures, ballasts and mercury switches for planning purposes.
- Prepare a report describing the results of the assessment, including estimate of the quantity of hazardous materials discovered. The report will also contain guidance and recommendations for disposition of the hazardous materials as well as guidance for worker protection on materials found to contain lead-based paint and a quantification estimate of asbestos, fluorescent light ballasts, tubes, mercury switches, etc.

Deliverables: The following will be provided:

- One (1) hard copy of the Hazardous Materials Assessment Report; including copies of sample location maps, pertinent field notes, laboratory analytical data, etc. An electronic version of the report will also be made available in portable document format (pdf).

Assumptions: The following assumptions were made for this project. Changes to these assumptions may require a modification to the proposed task budget.

- The tasking will be completed on a time and materials basis with a not to exceed budget. The project billing will be based on negotiated billing rates identified in this SOW and budget and the budget will not be exceeded without written permission from the City.
- Mileage will be billed at the current Federal Travel Regulation rate (currently \$0.515 per mile).
- Property and building access will be the responsibility of the City. Access to all areas of the buildings will be readily available and will include:
 - Residential structure
 - Attached carport with shed
 - One small outbuilding (shed)
- The City will supply a ladder sufficient in height to access the roof and above the suspended ceiling for inspection.
- Inspection and sampling of the interior and exterior of the buildings can be completed in one 10-hour day including travel to and from the site.
- A sampling and analysis plan will not be needed for this investigation. Samples will be collected based on requirements listed in 40 CFR 763 and professional judgment.
- The estimated number of ACM samples to be collected (50) is based on brief observations of photos taken at the site, and professional knowledge regarding buildings constructed in during the same era. The actual number of ACM samples may vary.
- Lead-based paint is not expected; however, approximately 10 representative paint chip samples will be collected to assess concentrations of lead for waste characterization and worker protection purposes.
- Fluorescent light fixtures and ballasts will be quantified, if present, but not physically inspected for the presence of PCBs.
- The Inspector will attempt to sample from existing damaged areas or select discrete locations to reduce the amount of visible impact for tenants or potential City users. Repairs by City maintenance staff may be necessary, especially on the roof.
- Sample analysis will be completed on standard 5-day turnaround time for asbestos and lead.
- Confined space entry or special personal protective gear (such as harnesses and fall protection) is not required.

**EXHIBIT B
BUDGET**

Task 1 Hazardous Materials Assessment

Labor	\$2,600.00
Other Direct Costs (lab costs, copy charges, mileage, etc.).....	\$600.00
TOTAL	\$3,200.00

BILLING RATES

Project Manager - \$135.00/hr

Inspector - \$75.00/hr

Project Engineer (Document Review) - \$125.00/hr

Project Coordinator - \$75.00/hr

SCHEDULE

Parametrix is available to begin this work upon receipt of notice to proceed from the City. The project is anticipated to be completed within approximately 45 days from notice to proceed.

Subject: City-Wide Travel Demand Model Update, Annual Capacity Availability Report and On-Call Services for Concurrency Testing -- Amendment No. 1 to Consultant Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute an Amendment No. 1 to the Contract with David Evans and Associates, Inc. for no dollar amount change to approved Contract on June 13, 2011.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: July 11, 2011

Exhibits: Amendment No. 1 to CSC
Exhibit B (revised)

Initial & Date

Concurred by Mayor:

CLH 7/7/11

Approved by City Administrator:

RJK

Approved as to form by City Atty: *approv via email 7/6/11*

Approved by Finance Director:

FR 7/6/11

Approved by Department Head:

[Signature] 7/6/11

Expenditure Required	None	Amount Budgeted	None	Appropriation Required	N/A
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INFORMATION / BACKGROUND

The Consultant Services Contract for the annual City-wide traffic demand model update, traffic count data collection and future transportation concurrency runs was approved on June 13, 2011 with David Evans and Associates, Inc. DEA informed the City that they neglected to include additional personnel to work on this project which would not change the total estimated hours or dollar amount.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute Amendment No. 1 to the Contract with David Evans and Associates (DEA) with no change to the estimated total hours or total amount of the contract. Exhibit B is revised to show additional personnel to work on this project.

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

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated June 13, 2011 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the City-Wide Travel Model Update, Annual Capacity Availability Report and On-Call Concurrency Testing Project and has extended consultation services in connection with the project; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment for any modifications to this Agreement; and

WHEREAS, the Consultant desires to revise Exhibit B to identify additional employees assigned to complete the Work;

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. Exhibit B. Exhibit B, Schedule of Rates and Estimated Hours, is hereby replaced with Exhibit B, Schedule of Rates and Estimated Hours, attached hereto and incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR
CITYWIDE TRAFFIC MODEL UPDATE
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

	Principal In Charge	Project Manager	Traffic Designer	Traffic Engineer	Graphics Designer	Accounting Admin	Task Costs	Task Sums And Expenses
DAVID EVANS AND ASSOCIATES, INC								
415 118th Ave SE	QA/QC							
bellevue, WA 98005	VLS	AMTE/RSPL	AOW	MXLU/MXRA	BEAM	MJRE/VLE/JXT/ WXD/CNE/PAT		
Task 1 - Project Management								
Prepare and submit invoices and progress report		2				2		
Provide project management, administration, and coordination		4				2		
Provide supervision and QA/QC	4	1				5		
Task 1 Total	4	7				9	\$ 3,061.00	\$ 3,061.00
Task 2- Collect and Review Traffic Counts								
Identify traffic count locations	0.5		2	2				
Review traffic count data	0.5		10	2				
Task 2 Total	1		12	4			\$ 2,021.00	\$ 2,021.00
Task 3 - PM Peak Hour Base Model Network and Land Use Update								
Add new count data into the model				4				
Update roadway network				3				
Update intersections and turns				4				
Update zones and connectors				3				
Update land use changes				2				
Task 3 Total				16			\$ 2,160.00	\$ 2,160.00
Task 4 - PM Peak Hour Base Model Re-calibration								
Check assignment results against actual counts				1				
Investigate the differences between model volumes and counts				3				
Iteratively revise and refine model coding to achieve acceptable calibration results				12				
Model volumes post processing				2				
Task 4 Total				18			\$ 2,430.00	\$ 2,430.00
Task 5 - PM Peak Hour Concurrency Model Update								
Carry base model re-calibration changes to concurrency model				7				
Carry base model correction volumes to concurrency model				3				
Update concurrency pipeline developments				3				
Update planned improvements				3				
Task 5 Total				16			\$ 2,160.00	\$ 2,160.00
Task 6 - Annual Transportation Capacity Availability Report Update								
Evaluate and Document 2011 LOS and Capacity				7				
Evaluate and document LOS and capacity under the approved concurrency conditions				7				
Identify LOS deficiencies and concerns	1			1				
Prepare an updated annual transportation capacity availability report	1	1	2	16	6			
Task 6 Total	2	1	2	31	6		\$ 5,652.00	\$ 5,652.00
Task 7 - City Staff Training								
Pre-purchase two PTV e-learning online training courses (28 PDH) for City staff								
City staff training support				4				
Task 7 Total				4			\$ 540.00	\$ 540.00
Task 9 - Olympic View Corridor and Interchange Area Assessment								
Task 9 Total	6						\$ 1,326.00	\$ 1,326.00
Task 10 - Impact Fee Credit Provisions								
Task 10 Total	2						\$ 442.00	\$ 442.00
Task 11 - On-Call Concurrency Testing for Proposed Developments								
Perform concurrency tests and provide evaluation report (Assumed 10 tests with 51-150 PM trips in next two years)	12	10	14	120	11	17		
Prepare Concurrency Evaluation Report								
Provide meeting or presentation support								
Task 11 Total	12	10	14	120	11	17	\$ 24,993.00	\$ 24,993.00
Total Hours	27	18	28	209	17	26		
Rate	\$ 221.00	\$ 185.00	\$ 105.00	\$ 135.00	\$ 105.00	\$ 98.00		
Direct Labor	5,967.00	3,330.00	2,940.00	28,215.00	1,785.00	2,548.00	44,785.00	
SUBCONSULTANT SERVICES								
Traffic Counts for Task 2							\$ 4,000.00	
EXPENSES								
Reproduction, Postage, Express Delivery							\$ 115.00	
Mileage at \$.51 per mile in 2011							\$ 300.00	
Two e-learning online courses for Task 7							\$ 700.00	
TOTAL PROJECT COST							-	49,900.00
S:\TRANS\DEAX0030\Gig Harbor\Gig Harbor VISUM From City 2011-0606\Citywide Traffic Model Update Budget 2011-0606.xls\Sheet1								



Subject: Resolution – Surplus Equipment

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Molly Towslee, City Clerk *MT*

Adopt the attached resolution surplusng the City-owned appliances.

For Agenda of: July 11, 2011
Exhibits:

Initial & Date

Concurred by Mayor: cut 7/7/11
Approved by City Administrator: RJK
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The property on Crescent Valley Drive has serviceable appliances that need to be removed before demolition of the house.

F.I.S.H. Food Bank was contacted to see if they could use for the used appliances and they have responded that they have a client who is in need.

FISCAL CONSIDERATION

The surplus appliances will be given to F.I.S.H. Food Bank, a charity organization, to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached resolution surplusng city-owned appliances.

RESOLUTION NO. 863

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

WHEREAS, the Gig Harbor City Council has determined that city-owned appliances are surplus to the City's needs; and

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET	MODEL INFO.
General Electric Refrigerator	1		TBX18KRBR
Kenmore Washing Machine	1		Heavy Duty Plus
Kenmore Dryer	1		70 Series
General Electric Stove	1		4-burner
General Electric Convection And Microwave Combo	1		
American Water Heater Co. Hot Water Heater	1	9737111832	E3E50RDo45U

PASSED ON THIS 11th day of July, 2011.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 07/07/11
PASSED BY THE CITY COUNCIL: 07/11/11
RESOLUTION NO. 863



Subject: Sewage Lift Station 4 Replacement - Design, Permitting, Bid Documents, and Construction Management Services/Consultant Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix for the Engineering Services for Final Design, Permitting, Preparation of Technical Bid Documents, and Construction Support Assistance and Services in the not-to-exceed amount of \$598,665.00.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak
City Engineer

For Agenda of: July 11, 2011

Exhibits: Consultant Services Contract
Scope of Work, Exhibit B --
Project Budget, Proposed
Funding Schedule-Selected
Wastewater Projects

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 7/7/11
RJK
via email
[Signature] 7/7/11

Expenditure	Amount	Appropriation
Required \$ 598,665.00	Budgeted \$2,900,000.00	Required \$0

INFORMATION / BACKGROUND

Lift Station 4 located at Jerisich Park experienced a catastrophic electrical failure in December 2010, which resulted in complete out of commission use of the pump station causing a sewage overflow discharge into the bay. While the necessary repairs were completed under an emergency condition, the station is vulnerable to another failure due to the small wet well capacity and aging mechanical equipment. Additionally, Lift Station 4 handles approximately fifty per cent of the City's sewage, is grossly undersized from a capacity situation, difficult to maintain, with very minimal response time when a problem occurs.

Consequently, the priority of the replacement of this facility was moved up in the priority list to be completed in 2012 with design and permitting scheduled for completion in 2011. In addition to the replacement of the below ground facility with a new above ground station, improvements will also consist of the replacement of the existing and aged public bathrooms. This is a specially a complex project from a permitting perspective as the location of the improvements is upon a prominent parcel located within the historic waterfront district.

A Request for Proposals for engineering services was advertised in March 2011. Eight proposals were received. Four firms were interviewed and Brown and Caldwell were selected by the interview panel to enter into negotiations in order to arrive at a fair and reasonable price for their engineering services. Over the course of the last two months, several discussions and meetings occurred between Brown and Caldwell and the City in an effort to arrive at a fair and

reasonable price for their engineering services. In the end, the City called off negotiations with Brown and Caldwell.

Upon termination of contract negotiations with Brown and Caldwell, the City then entered into contract negotiations with the equally ranked next consultant, Parametrix, and over the course of a few weeks was able to negotiate a fair and reasonable price for the work in the amount of \$598,665. This price includes permitting, final design, preparation of bid documents, construction management assistance, as well as the two year product warranty assistance services as requested by the City.

FISCAL CONSIDERATION

The following table provides a summary of project funding sources and expenditures. Sufficient funds exist in the 2011 Budget to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

Staff presented the proposed change of the sequencing of the improvements for Lift Stations 4, 6 and 12 based on the fire and failure of Lift Station 4 to the Operations and Public Projects Committee on February 17, 2011. The Committee recommended moving forward with the revised sequencing.

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix for the Engineering Services for Final Design, Permitting, Preparation of Technical Bid Documents, and Construction Support Assistance and Services in the not-to-exceed amount of \$598,665.00.

Proposed Funding Schedule - Selected Wastewater Projects

February 17, 2011

2009 Comp Plan Schedule*	2009	2010	2011	2012	2013	2014	2015-2025	Totals
Lift Station No. 3A Jockey Pump	\$ -	\$ -	\$ -	\$ 119,000	\$ -	\$ -	\$ -	\$ 119,000
Lift Station No. 4 Improvements	\$ -	\$ -	\$ 2,375,000	\$ -	\$ -	\$ -	\$ -	\$ 2,375,000
Lift Station No. 6 Improvements	\$ 70,000	\$ 592,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 662,000
Lift Station No. 8 Improvements	\$ -	\$ -	\$ -	\$ 408,000	\$ -	\$ -	\$ -	\$ 408,000
Lift Station No. 12 Improvements	\$ -	\$ -	\$ 1,383,000	\$ -	\$ -	\$ -	\$ -	\$ 1,383,000
Lift Station No. 13 Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 369,000	\$ -	\$ 369,000
TOTALS	\$ 70,000	\$ 592,000	\$ 3,758,000	\$ 527,000	\$ -	\$ 369,000	\$ -	\$ 5,316,000

2010 Rate Study	2009	2010	2011	2012	2013	2014	2015-2025	Totals
Lift Station No. 3A Jockey Pump	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Lift Station No. 4 Improvements	\$ -	\$ 15,000	\$ -	\$ 503,900	\$ 2,076,200	\$ -	\$ -	\$ 2,595,100
Lift Station No. 6 Improvements	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000
Lift Station No. 8 Improvements	\$ -	\$ -	\$ -	\$ 87,000	\$ 445,800	\$ -	\$ -	\$ 532,800
Lift Station No. 12 Improvements	\$ -	\$ -	\$ -	\$ 293,900	\$ 1,208,600	\$ -	\$ -	\$ 1,502,500
Lift Station No. 13 Improvements	\$ -	\$ -	\$ -	\$ 78,500	\$ 322,400	\$ -	\$ -	\$ 400,900
TOTALS	\$ -	\$ 715,000	\$ -	\$ 963,300	\$ 4,053,000	\$ -	\$ -	\$ 5,731,300

2011 Proposed Schedule	2009	2010	2011	2012	2013	2014	2015-2025	Totals
Lift Station No. 3A Jockey Pump	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,000	\$ 156,000
Lift Station No. 4 Improvements	\$ -	\$ -	\$ 750,000	\$ 2,150,000	\$ -	\$ -	\$ -	\$ 2,900,000
Lift Station No. 6 Improvements	\$ -	\$ -	\$ 60,000	\$ 60,000	\$ 730,000	\$ -	\$ -	\$ 850,000
Lift Station No. 8 Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,000	\$ 445,800	\$ 532,800
Lift Station No. 12 Improvements	\$ -	\$ -	\$ -	\$ -	\$ 293,900	\$ 1,286,000	\$ -	\$ 1,579,900
Lift Station No. 13 Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,900	\$ 400,900
TOTALS	\$ -	\$ -	\$ 810,000	\$ 2,210,000	\$ 1,023,900	\$ 1,373,000	\$ 1,002,700	\$ 6,419,600

* Values in 2008 dollars

\$ 5,416,900
\$ 5,731,300

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, a Corporation organized under the laws of the State of Washington located and doing business at 2102 No. Pearl Street, Ste. 106, Tacoma, WA 98406 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Lift Station #4A Replacement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 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 Five Hundred Ninety Eight Thousand Six Hundred Sixty-Five Dollars and No Cents (\$598,665.00) 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 – Scope of Work**, 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 – Project Budget**. 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 June 30, 2014; 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 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:
Parametrix
ATTN: Shannon Thompson, Project Manager
2102 No. Pearl St., Ste. 106
Tacoma, WA 98406
(253) 752-9862 cell (360) 271-9207

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



Gig Harbor Sewage Lift Station #4A Replacement Project

Date: July 1, 2011

Teaming Partners:

BCRA
AIA
HWA Geosciences

Parametrix

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

SCOPE OF WORK

City of Gig Harbor

Sewage Lift Station No. 4A Replacement - Scope of Work

BACKGROUND

The City of Gig Harbor (City) has planned improvements to Lift Station No. 4A, as outlined by the City in the Wastewater Comprehensive Plan that includes a parallel construction of a new lift station. The existing lift station is over twenty years old, with antiquated electrical and mechanical components. The lift station is of essential importance to the City, as it currently pumps approximately 50 percent of the influent flow to the City's Wastewater Treatment Plant (WWTP). The station currently does not have the City's desired capability for an emergency pump, and its wet well is undersized.

This scope of work describes the necessary tasks to complete the management, permitting, design, bid documents, public outreach, and construction administration for the replacement of Lift Station #4A as well as the demolition and rebuild of the public restrooms within Skansie Park. The simultaneous integration and coordination between technical design, aesthetic design and project cost will be of critical importance during the design phase. Of additional importance is the requirement for limited or no impact to Skansie Park and Jerisich Dock, and its associated public events throughout all phases of project development.

PHASE 01 – PROJECT MANAGEMENT

Task 01 – PM Services

Objective

Project management will provide coordination between the City staff, City officials, subconsultants, and the design team members. The project manager, Shannon Thompson, shall be an extension of the City staff and its officials, the City Engineer, and the general public acting as an agent and on behalf of the City. The project manager will work to move the schedule and team forward in a timely, consistent and responsive manner – with the overarching goal of accomplishing the project goals of content, schedule and budget.

Approach

- Update the City on a regular basis regarding completion of scope work items, project timeline, budget and overall project administration.
- Provide Quality Assurance and alignment with the City's overall project goals.
- Coordinate with all City staff, Project staff and sub consultants.
- Liaise with the DRB and provide Community outreach.
- A directed services task has been set up for items not developed in this scope to be utilized at the City's discretion, through a management reserve fund contained within this proposal.
- Resolve issues and report results to the satisfaction of the City Engineer.

SCOPE OF WORK (CONTINUED)

- Attend bi-weekly meetings with the City to discuss status of the project.
- Bidding assistance will be provided to respond to bidding questions and design interpretation.
- Attend weekly construction meetings.
- PM will oversee all subconsultants work as well as ensuring timely submittal of all work products.
- PM will attend other meetings on a routine basis as requested by the City Engineer.
- PM will ensure that all milestone dates are achieved as shown in the attached project schedule

Assumptions

Project timeline will follow as described in the attached schedule. Notice to proceed is expected on July 12, 2011.

Deliverables

The project manager will provide monthly progress letters and invoice descriptions that clearly identify tasks and items completed for the month prior as well as a schedule update to reflect progress within the project timeline. These invoices will include expenses by task, hours worked by personnel, and direct costs associated with subconsultants. The progress letters will also detail any out of scope requests or budget/schedule issues.

- Work plan including schedule
- Meetings
- Monthly invoices and progress report that will provide remaining fund balance and that reflect the same format as used in the WWTP project
- Routine correspondence

Task 02 - Public Outreach

Objective

We will attend regular City Council meetings and one public open house to provide pertinent information to the general public.

Approach

Utilizing the already existing City forums structure the team will work with the City to provide pertinent information regarding the design and construction of the Lift station. Working with the current park schedule we will begin the process to provide information to the public of the design concepts, the need and the remedies for the work that will take place.

SCOPE OF WORK (CONTINUED)

Assumptions

The City will provide notification of the public meetings through newspaper of record, flyers and posting at the project location. One open house style public meeting will be required.

Deliverables

Coordinate and attend a project open house at the 30% complete level:

- Prepare comment form
- Prepare a draft and final press release
- Prepare presentation materials
- Attendance and presentation to the City Council as requested by the City Engineer

Task 03 Environmental Compliance and Permitting

Objective

Conduct environmental analysis and prepare documentation to comply with the State Environmental Policy Act (SEPA) and City of Gig Harbor SEPA Ordinance (Gig Harbor Municipal Code Title 18.04), and prepare permit applications to obtain project approval from the City of Gig Harbor.

Approach

- Attend one pre-application meeting with City staff combined with a site visit.
- Prepare a draft SEPA environmental checklist with supporting technical materials for review.
 - Due diligence will include review of data from several sources including the Washington Department of Archaeology and Historic Preservation, Washington Department of Fish and Wildlife Priority Habitat Data, Washington Department of Natural Resources Natural Heritage Program and City of Gig Harbor information.
- Revise draft SEPA checklist based on City comments and prepare final SEPA checklist.
- Prepare Habitat Management Plan.
- Prepare table of required permits and identify the responsible party.
- Prepare City of Gig Harbor applications for the following permits/approvals:
 - Conditional Use
 - Shoreline Substantial Development Exemption (for the geotechnical boring)
 - Shoreline Substantial Development (includes an additional JARPA form)
 - Site Plan Approval
 - Encroachment Right-of-Way
 - Demolition
 - Land Clearing and Grading
 - Building
- Prepare Ecology application for Temporary Water Quality Exceedance (if needed)
- Respond to requests for additional information from the permit agencies during permit review.
- Attend two coordination meetings with City.

SCOPE OF WORK (CONTINUED)

- Attend the public hearing on the Shoreline and Conditional Use permits.
- Attend DRB meetings and make project presentation and answer questions.
- Geotechnical evaluation will be performed by HWA Geosciences, Inc. and includes the following:
 - One 40 foot boring.
 - Installation of one Piezometer to measure 4 water level reading over a 3 month period.
 - Prepare geotechnical report of existing conditions to include the following:
 - ✧ A test boring log will be produced to depict the subsurface soil conditions encountered in the test boring as well as the groundwater level reading.
 - ✧ Caisson and excavation shoring alternatives will be discussed with respect to construction and economic standpoint. Wet-well excavation methods will be discussed as to how to deal with groundwater dewatering and tidal influence to the excavation.
 - ✧ Soil bearing capacities and lateral earth pressures will be recommended for the foundation design for the various parts of the structures. Compaction criteria will be recommended for all anticipated backfill. Seismicity at the site will be discussed to assist the structural engineer's seismic design and analyses.

Assumptions

- The SEPA determination will be either a Mitigated Determination of Non-Significance (MDNS) or Determination of Non-Significance (DNS). (The project will not require an EIS.)
- The City will be responsible for publishing SEPA notifications including the SEPA determination in the paper of record.
- There is no asbestos or lead-based paint in the existing lift station/restrooms.
- It is assumed that the public hearing for the Shoreline and Conditional Use permits will be combined.
- The City will either waive permit fees or be responsible for any permit fees.
- It is assumed that water from the dewatering operation will be discharged into Gig Harbor.
- Building permit to be procured by Parametrix and not the contractor.

Deliverables

- Draft and final versions of the SEPA Environmental Checklist in electronic format and one hardcopy (one copy).
- Table of required permits.
- Habitat Management Plan
- Completed permit applications and supporting materials for the following permits: Conditional Use, Shoreline Substantial Development Exemption, Shoreline Substantial Development, Site Plan Approval, Encroachment Right-of-Way, Demolition, Land Clearing and Grading, and Building.
- One Geotechnical Report

SCOPE OF WORK (CONTINUED)

Task 04 - Survey

Objective

To provide topographic mapping and prepare AutoCAD base map identifying existing conditions and improvements to support design efforts for improvements at Lift Station 4A in the City of Gig Harbor.

Approach

Parametrix surveyors will map existing conditions and improvements within the north half of Tax Parcel 0221082232. Additional mapping will include portions of Harborview Drive NW from the existing centerline easterly to subject property and a 20 – foot overlap onto the northerly adjoining parcel. Boundary control and limits will be based upon that certain Record of Survey as recorded under recording number 200406025000. No additional resolution is anticipated.

Task 04.1 Control Survey

Horizontal and vertical control will be established through-out the site using GPS and conventional survey equipment. Monuments and property corners will be analyzed and if found to be reliable, will be accepted. Horizontal and vertical control shall be per City of Gig Harbor Municipal Code 12.06.070 (H) which is defined as Washington State Plane Coordinate System NAD 1983 HARN South Zone (FIPS 4602) in US Feet and for vertical datum NGVD 29. This is subject to an established horizontal and vertical control network if available and provided by the City of Gig Harbor. Measured values will be compared to published values as a check and confirmation of control. Parametrix will provide (one time only) two inter-visible control points within close proximity of the subject site. These control points will be used as a base line for construction of improvements.

Task 04.2 Topographic Survey

Mapping will consist of identifying physical improvements including but not limited to existing buildings, crown of pavement, curb and gutter, wheel chair ramps, sidewalks, utilities, signage, landscape limits and sea wall. Shoreline limits will be mapped as defined by others. Storm and sanitary structures if found and accessible, will be opened. Measurements will be made to identify size, type, and invert elevation of visible pipes. Existing ground conditions will be mapped at significant intervals to generate 1 foot contours. An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility. For those utility un-locatable, but crucial for the design, Parametrix will consult with the City to hire a sub-consultant to pothole designated locations; after which, Parametrix surveyors will map the location of the pothole and transfer the utilities size, type and location to the base map.

Task 04.3 Process Data and Prepare Base map

Field gathered data will be reviewed, process and entered into an AutoCAD Civil 3D drawing. From this information, planimetric features will be drawn and symbols shown to reflect existing improvements and ground conditions. A digital terrain model (DTM) will be prepared and contours generated. From

SCOPE OF WORK (CONTINUED)

information provided by an underground utility locate firm, potholing firm and record drawings (if available) buried utilities will be shown on the base map.

Task 04.4 Field Walk

To confirm the base map, an office technician will visit the site to confirm the information as shown on the topographic base map is correct and reflects existing conditions.

Task 04.5 Temporary Construction Easement

Parametrix will prepare a legal description defining the limits of construction for use in obtaining Temporary Construction Easements. The preparation of the conveyance document and the facilitating of signatures are the responsibility of City or others.

Task 04.6 (Optional) Record Drawings

Parametrix will prepare a record drawing as defined in City of Gig Harbor's Municipal Code 12.06.070 (H). Surveyors will map newly constructed improvements, including but not limited to, finished rims of structures, invert elevation of pipes, depth of Wet Well and location of vaults. For those structures buried during construction, Parametrix will rely on inspector or contractor notes for locations. As-built drawings will be prepared as defined in the above reference code. This work is optional, based upon the request of the City.

Assumptions

The City will provide all pertinent information available to the Consultant regarding this project and location. The Consultant will have unlimited access to the project site. Construction staking will be the Contractors responsibility.

Deliverables

Parametrix will provide a topographic base map in Auto CAD Civil 3D release 2010.

PHASE 02 – DESIGN

Objective

The City of Gig Harbor desires to replace the aging Lift Station No. 4A, located at Skansie Park, adjacent to Jerisich Dock. The following is the assumed basis of design for this scope of work:

- The existing lift station and existing public bathroom building will be demolished.
- The new lift station will be located on park property in the area of the existing bathroom building.

SCOPE OF WORK (CONTINUED)

- The new lift station building will incorporate public bathrooms similar to the existing bathrooms, including a small storage room. It will also include an electrical room and a mechanical room for the pumping facilities.
- The lift station will be provided with a firm capacity between 850 and 1200 gpm (capacity without the standby pump) using the existing force main and be able to house and design the future sized pumps and appurtenances.
- The lift station will be designed in accordance Department Ecology requirements for Class I Reliability as well as City Public Works standards.
- The facility will include two submersible pumps mounted in a below ground concrete wet well; and one above ground self-priming diesel engine driven pump mounted in the mechanical room in the building. The self-priming pump will be connected directly to the wet well and set up for automatic standby operation. The facilities will also include a valve vault and flow meter vault. Cross connection control for utility washdown water will be provided.
- The station will also include a carbon based odor control unit with associated fan, pulling foul air from the wet well. The odor control unit will be mounted within a secure area of the building.
- The project will also include revisions to the walkway and landscaping to accommodate the new pumping facilities, new building, and the demolition of the existing lift station. This will include providing maintenance access to equipment at the lift station.

Task 01 – Conceptual Design

Objective

Develop conceptual design options and conceptual cost estimates of new lift station for City review, comment, and selection of preferred option.

Approach

The following approach will be performed:

- Investigate the site to determine the site's construction limitations, including existing concrete and wooden seawalls, shoreline setbacks, existing utility locations, public access, and soil conditions. This will include one site visit.
- Develop up to two (2) conceptual configurations of the Pump Station Building/Public Restroom.
- Submit application for design review and coordinate with the City's Planning and Development Review Board for the architectural design elements to meet the historic district requirements.
- Confirm the lift station design flow, based on wastewater flow rates provided in the City of Gig Harbor Wastewater Comprehensive Plan Update (2009).

SCOPE OF WORK (CONTINUED)

- Coordinate with geotechnical engineer to recommend foundation strategy for the building.
- Perform a steady state and hydraulic transient analysis on lift station and sewage forcemain to determine if waterhammer protection is required for the lift station and its force main.
- Develop a matrix of civil, mechanical, electrical, instrumentation, landscaping and architectural elements and design criteria that will serve as the “basis of design”.
- Develop major equipment list.
- Develop a construction scheduling and sequencing plan to determine the limits of construction area and staging, identify construction milestones, and public impacts during construction.
- Participate in two (2) workshops with the City to review replacement lift station options, select preferred option, and agree to design criteria, prior to proceeding into the design phase.
- Prepare a pre-design (AACE Estimate Class 4) opinion of probable construction cost.

Assumptions

- The City Engineer (or designee) and City Planner will attend all design review board meetings.
- The City Engineer (or designee) will provide timely review of conceptual design alternatives.
- The City Engineer (or designee) will promptly respond to information requests within the projects critical path.
- The City will provide Parametrix example drawings of recently constructed lift stations that depict their preferences on mechanical and electrical component configurations.

Deliverables

- Two (2) conceptual design layouts for the new lift station.
- Basis of design matrix.
- Major equipment list.
- Architectural and landscape rendering developed from basis of design for presentation to Design Review Board, City Council and potential Public Meetings.
- Meeting minutes
- Recommendations from hydraulic transient analysis results.
- Recommended foundation strategy for the building.

SCOPE OF WORK (CONTINUED)

- Layout of the preferred lift station replacement option (General Arrangement Concept Drawing).
- Predesign opinion of probable construction cost.
- Attendance at occasional debrief meetings as requested by the City Engineer.

Task 02 – Lift Station Design

Objective

Prepare 30%, 60%, 90%, and Final plans, specifications, and opinion of probable construction costs of the lift station facilities.

Approach

Activities under this task will include the following elements:

Schematic Design Submittal (30%). This submittal will include preparation of preliminary plans primarily intended for use in permitting, based on established concept design:

- Preliminary civil design providing a site plan for use with the shoreline permit and conditional use permit.
- Preliminary mechanical design providing equipment list; and dimensioned general arrangement drawing (plan and section) including equipment, process piping, and allocated areas for plumbing, HVAC, electrical panels, I&C panels, and electrical conduits, including pump curves.
- Coordinate with I&C design team regarding location and size of I&C panels and control strategy.
- Preliminary electrical design of the one-line diagram and major equipment locations and dimensions.
- Preliminary foundation design concept for the Lift station building.
- Two (2) Design review meetings.
- Parametrix to prepare 11x17 and 22x34 size copies for distribution to design team.

Design Development Submittal 60%). This submittal will include the preparation of the plans, specifications, and cost estimate:

- Draft general drawings.

SCOPE OF WORK (CONTINUED)

- Civil design of the temporary erosion control measures, site demolition, site grading & paving, and site utilities.
- Mechanical design of the Lift station, process piping, odor control equipment, and building plumbing and HVAC systems.
- Structural design of the building, concrete fill wetwell, and buoyancy collars for vaults (if required).
- Electrical design layout of the lift station and building power and lighting
- Coordination with instrumentation and control design.
- Draft technical specifications of major equipment.
- Opinion of probable construction costs.
- One (1) 60% submittal review meeting with the City at their office to review City comments followed by a debrief meeting.
- TESC Plan and notes.
- Parametrix to prepare 11x17 and 22x34 size copies for distribution to design team.

Draft Contract Documents (90%).

- Incorporate City review comments.
- Refine the design of the mechanical, electrical, civil, structural and architectural design elements and details.
- Finalize opinion of probable construction costs.
- Submit 90% plans and specifications to the City for final review and comment.
- One (1) 90% submittal review meeting with the City at their office to review City comments.

Bid Contract Documents.

- Finalize plans and specifications and submit to the City for public bid processing.
- Bidding assistance, addenda's and RFI's as needed.

SCOPE OF WORK (CONTINUED)

Assumptions

The following assumptions apply:

- Fire sprinkler system (if required), will be specified to be designed by the contractor.
- Specifications will be in CSI, 17 Division format.
- Consultant to prepare Supplemental Conditions, Technical Specifications, and Contract Drawings.
- Consultant to prepare Invite to Bidders and review City Front End Docs for consistency.
- The City will provide review comments to Parametrix within one week of our submission of these documents. Comments will be compiled by the City in one MS Word or Excel document.

Deliverables

The following will be delivered under this task:

Preliminary Design Submittal (30%)

- Three half-size (11x17) sets of 30% plans and one (1) full size.

Design Development Submittal (60%)

- Three half-size (11x17) sets of 60% plans and specifications and one (1) full size set of plans.
- Opinion of probable construction costs.

Draft Contract Documents (90%).

- Three half-size sets of 90% plans and specifications and full size.
- Submit building design drawings and structural calculations to the City for Building and Grading Permits approval.
- Final opinion of probable construction costs.
- Design memo of outlining changes/additions to the 60% submittal.

Bid Documents.

- Submit one electronic set and one paper set of contract documents including plans, specifications, and opinion of probable construction costs. The Final

SCOPE OF WORK (CONTINUED)

Design Documents also include the following: full-size stamped Mylar plans; and an AutoCAD 2012 and PDF format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic Word file of specifications along with one camera-ready 8.5-inch by 11-inch printed file.

Task 03 – Equipment Procurement

Objective

Prepare pump and variable frequency drive (VFD) equipment procurement documents for City purchase of long lead item equipment prior to construction of the lift station improvements.

Approach

The following approach will be performed:

- Calculate the equipment operational requirements and coordinate with the City during the preliminary design phase to develop technical specifications.
- Coordinate with equipment manufacturers to determine equipment performance and operation options.
- Prepare Division 0 and 1 specifications.
- Assist the City in the bid and award of the equipment procurement contract.
- Review submittals from selected equipment manufacturer(s).

Assumptions

The following assumptions apply:

- Specifications will be in CSI, 17 Division format.
- The City will contract directly with the equipment manufacturer and all invoices will be processed directly by and through the City.

Deliverables

In conjunction with City provided front ends, prepare bid documents for specified equipment. Assist with bid review and manufacturer selection.

SCOPE OF WORK (CONTINUED)

Task 04 – Operations & Maintenance Manual

Objective

A paper based operations manual will be prepared by the Engineer to address the operational requirements of the lift station. The scope of the O&M Manual will be worked out near construction completion.

PHASE 03 – CONSTRUCTION SUPPORT SERVICES/CONTRACT ADMINISTRATION

Task 01 - Office Engineering Support

Objective

Provide in-office construction engineering services to assist the City during the construction phase of the project as well as act as an extension of the City Engineer and/or his designee.

Approach

The following approach will be taken:

- Assist City in contract award process.
- Attend a pre-construction meeting consisting of City staff, the Contractor, and the Parametrix.
- Attend weekly project meetings (one per month) at the construction site and review minutes and any additional meetings as requested by the City Engineer.
- Review and respond to Contractor's submittals and shop drawings.
- Respond to Contractor's Requests for Information (RFIs).
- Review accuracy and completeness of Contractor's record drawings.
- Review Contractor's requests for change orders and make recommendation to the City.
- Parametrix will be providing mechanical and electrical instrumentation control oversight for the pre-operation checkout and startup testing procedure development. These procedures will be prepared by the Contractor and reviewed by Parametrix. Parametrix will also provide process mechanical and electrical instrumentation control oversight effort to witness the actual pre-operation checkout, startup, operation testing, commissioning and training efforts as they are conducted by the Contractor.
- Conduct a substantial completion inspection and formulate a final punchlist of work items to be completed prior to final inspection.

SCOPE OF WORK (CONTINUED)

- Prepare substantial completion letter to be released by the City to include punch list items of work remaining and negotiated final completion date based on punch list work remaining.
- Conduct a final inspection to verify that all outstanding work items are complete.
- Recommend project final acceptance to the City.
- Prepare and submit Certificate of Construction Completion to Ecology.

Assumptions:

The following assumptions apply:

- Construction will be in substantial compliance with the plans, specifications and estimates prepared by Parametrix as a previous phase of this project.
- Construction is assumed to be 150 calendar days, based on a Construction Notice to Proceed on November 2011 and a Final Completion date of June 2012. Construction substantially beyond this duration will require additional administration and engineering time, which will be considered extra work.
- For estimating the level of effort, we are assuming we will process 50 submittals, 50 RFI's, 6 project schedules, and 20 field orders.
- Parametrix will not provide construction surveying services. This will be the responsibility of the contractor, per the construction documents.

Deliverables

The following will be submitted:

- Pre-construction meeting attendance.
- Monthly Project meeting attendance.
- Hard copies of Parametrix's responses to submittals, shop drawings, RFI's, and project schedules.
- Draft Notice of substantial completion.

Task 02 – Construction Management/Contract Administration

Objective

Execute an effective construction scope of work in an organized manner keeping the City informed of progress during the entire process. In addition, it is the City's expectation that the Consultant Construction Manager will be pro-active in the construction portion and other portions of the project in which potential issues and costly construction changes are addressed effectively and in a timely manner in a continued effort to minimize financial impacts to the City. Problems are to be identified quickly and corrective action pursued with minimal delay, if any, to the overall project.

SCOPE OF WORK (CONTINUED)

Approach

In conjunction with the City, we will monitor the project and keep the City informed of the project status at all times. Utilizing construction meetings and minutes, field orders, work change directives, RFC's, review of pay requests and submittals will assist in tracking progress, in addition to identifying and proactively resolving issues.

Tasks that will be accomplished during the construction phase will include:

Project Management:

- Ensure that Monthly Reports addressing progress of the work include, but are not limited to:
 - A summary of work completed
 - A summary of work to be completed in the next month
 - A Financial Summary
 - Budget Updates
 - Change Order Status
 - A summary of actual versus scheduled progress
 - 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 as it occurs.
- 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.

Construction Meetings:

- Provide a forum for and foster open communication between the City, the Contractor and the Design team.
- Hold weekly construction meetings led by Parametrix.

Submittal and RFC Coordination:

- Log, track, distribute and file RFC's and submittals.
- Schedule of all expected submittals will be generated by the Design team to assist project staff in tracking of submittals.

Field Order/Work Change Directives (Field Directives)

- Parametrix will assist with preparation for field orders and transmit to Contractor in an efficient manner.
- Field orders will be used to document directions provided to the Contractor in the field, followed by Work Change Directives, if deemed necessary.

SCOPE OF WORK (CONTINUED)

- Field orders will also be used to respond to Contractor RFC's if necessary.

Change Order Preparation

- In conjunction with the City, Parametrix will coordinate changes in the contract and issue change orders to the Contractor in an efficient manner.
- Change Orders will be issued utilizing the City format for agreed upon changes to the work. Minor changes will be issued using the field order process listed above and will accumulate to minimize the number of change orders that will need to be processed.
- Change Orders will be approved by the City and the Contract. Force account procedures may be used if Owner elects.
- Parametrix will review and approve Change Orders as required. Change Order log will be maintained for the project.
- Parametrix may be requested to attend City Council meetings to present Change Orders by the City Engineer.

Pay Requests

- Process Contractor pay requests efficiently and timely.
- Review and make recommendations for payment. Assist with preparation for City Council approval.

CONSTRUCTION OBSERVATION (In Conjunction with the City of Gig Harbor Staff)

Field Observation

Goal

As directed by the City, Parametrix will assist with the observation of key elements of construction to determine that the Contractor is in compliance with the Contract Documents.

Approach

In conjunction with the City and at the direction of the City Engineer, this task will be a joint effort between City staff and Parametrix staff.

Assumption

City staff will lead this effort and provide written reports and associated photos to Parametrix to include in the overall project documentation. Should City staff not be available for an on-site inspection, Parametrix will provide a daily report and photos for that given day.

Deliverables

Daily observation reports and photographs

SCOPE OF WORK (CONTINUED)

City Responsibilities

The daily inspection services will be City provided.

Observe Performance and Material Tests (By City of Gig Harbor)

Goal

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

Approach

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

Assumptions

- City of Gig Harbor will contract third party materials testing company for QA/QC.
- City Inspector will manage the inspections. In lieu of City staff being unavailable, Parametrix will provide review and oversight of special inspections.

Deliverables

Conformance test results and documentation

City Responsibilities

Conformance test will be reviewed by the City.

PHASE 04 – MANAGEMENT RESERVE

Task 01 – Contingency

This phase of work has been established to provide a resource for the City to utilize when out of scope items are needed to allow the project to proceed in a timely fashion.

PHASE 05 – WARRANTY PERIOD

Task 01 – Warranty Services

Objective

Execute the scope of work in an organized manner and support the City in an on-call basis during a 2 year Warranty period.

SCOPE OF WORK (CONTINUED)

Approach

We will monitor the project and assist the City with all warranty issues related to the Lift Station #4A project that arise during the 2 year period. Problems are to be identified quickly and corrective action pursued with minimal delay. The following is a summary of activities included in project management:

Objectives:

An allowance for two-year duration to:

- Ensure that warranty issues are reported and addressed in a timely manner.
- Coordinate issues and responses between the City and the Design team when required to review technical problems and other matters of significance.
- Providing ongoing operations and commissioning review as requested by the City during two-year warranty period.
- Assisting in addressing technical and operational issues during two-year warranty period.
- Parametrix will coordinate the final review/ walk thru. The Engineer of Record will prepare a 23-month review checklist of warranty items to be addressed by the Contractor prior to release of performance and maintenance bonds. The Design team will attend the 23rd month walkthrough with City and Contractor.

Assumptions:

City Engineer, WWTP Supervisor or a designee will make requests for technical and operations review assistance to the Parametrix Project manager.

The budget allowance under this task will be adjusted as required by addendum if allowance becomes low. Likewise, unused budget will be returned to the City and the task closed at the end of the two-year warranty period.

Contract is time and materials not to exceed without authorization from the City.

Deliverables

- Provide any documentation related to site visits needed and any associated photographs.
- Provide 23 month checklist of warranty items to be completed.

Schedule



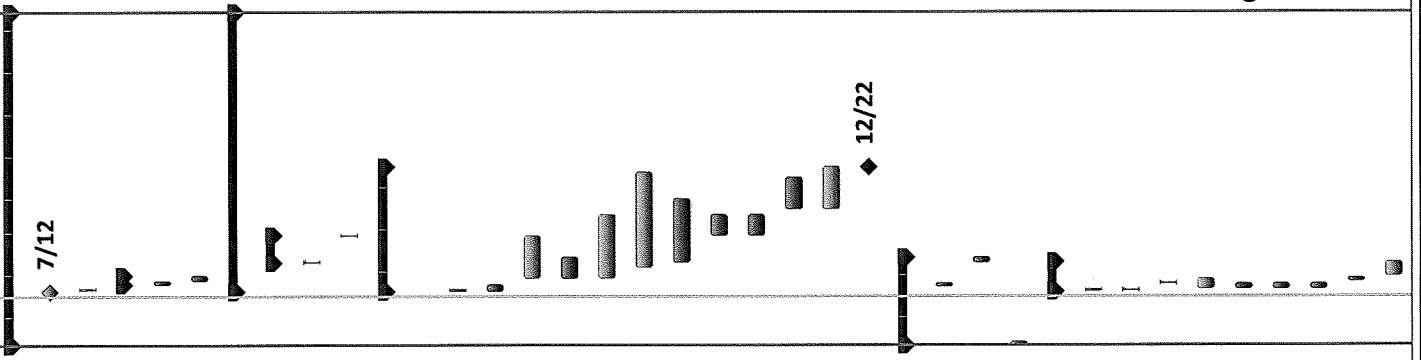
Parametrix

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ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	Lift Station 4 Replacement Project Schedule	314 days	Mon 5/2/11	Thu 7/12/12		
2	NTP to Consultant	0 days	Tue 7/12/11	Tue 7/12/11		3FS+2 days, 8, 31, 14
3	Utility Locates	2 days	Thu 7/14/11	Fri 7/15/11	2FS+2 days	27
4	Geotechnical Investigation	8 days	Thu 7/21/11	Mon 8/1/11		
5	Borings	3 days	Thu 7/21/11	Mon 7/25/11	15	6
6	Bearing capacity and foundation concept	1 wk	Tue 7/26/11	Mon 8/1/11		42
7	PH01-Task 01 Project Management	263 days	Tue 7/12/11	Thu 7/12/12		
10	PH01-Task 02 Public Outreach	26 days	Fri 8/19/11	Fri 9/23/11		
11	Public Meeting 1 (date TBD)	1 day	Fri 8/19/11	Fri 8/19/11		
12	Public Meeting 2 (date TBD)	1 day	Fri 9/23/11	Fri 9/23/11		
13	PH01-Task 03 Environmental Compliance and Permitting	118 days	Tue 7/12/11	Thu 12/22/11		25
14	Mark shoreline for survey	3 days	Tue 7/12/11	Thu 7/14/11	12	27
15	Shoreline Exemption for Geotech	7 days	Tue 7/12/11	Wed 7/20/11		5
16	SEPA Checklist	8 wks	Fri 7/29/11	Thu 9/22/11	34	24, 23
17	Habitat Management Plan	4 wks	Fri 7/29/11	Thu 8/25/11	34	24, 23
18	Conditional Use Permit	12 wks	Fri 7/29/11	Thu 10/20/11	34	56
19	Shoreline Permit (with JARPA form)	18 wks	Fri 8/12/11	Thu 12/15/11	41	65
20	Site Plan Approval	12 wks	Fri 8/19/11	Thu 11/10/11	42	56
21	ROW permit	4 wks	Fri 9/23/11	Thu 10/20/11	44	65
22	Demo permit	4 wks	Fri 9/23/11	Thu 10/20/11	44	65
23	City Land Clearing and Grading Permit	6 wks	Fri 10/28/11	Thu 12/8/11	46, 16	65
24	City Building permits	8 wks	Fri 10/28/11	Thu 12/22/11	16, 17, 46	65
25	Owner Provided Permits Complete	0 days	Thu 12/22/11	Thu 12/22/11	13	65
26	PH01-Task 04 Survey	84 days	Mon 5/2/11	Thu 8/25/11		
27	Survey and basemap	5 days	Mon 7/18/11	Fri 7/22/11	14, 3	41
28	Temporary construction easement descriptor	5 days	Fri 8/19/11	Thu 8/25/11	42	65
29	Record drawings survey	5 days	Mon 5/2/11	Fri 5/6/11		81
30	PH02-Task 01 Conceptual Design	29 days	Tue 7/12/11	Fri 8/19/11		
31	Confirm design flow	3 days	Tue 7/12/11	Thu 7/14/11	12	49, 34, 39FS+2 wks, 3
32	Workshop 1	1 day	Wed 7/13/11	Wed 7/13/11	2FS+1 day	33
33	Workshop 2	1 day	Fri 7/22/11	Fri 7/22/11	32, 36, 37, 35	39, 38
34	Concept Layout	10 days	Fri 7/15/11	Thu 7/28/11	31	16, 18, 41, 17
35	Hydraulic Transient analysis	5 days	Fri 7/15/11	Thu 7/21/11	31	33
36	Basis of Design Matrix	5 days	Fri 7/15/11	Thu 7/21/11	31	33
37	Major Equipment List	5 days	Fri 7/15/11	Thu 7/21/11	31	33
38	Rendering	5 days	Mon 7/25/11	Fri 7/29/11	33	39
39	DRB meetings	3 wks	Mon 8/1/11	Fri 8/19/11	31FS+2 wks, 33, 3	

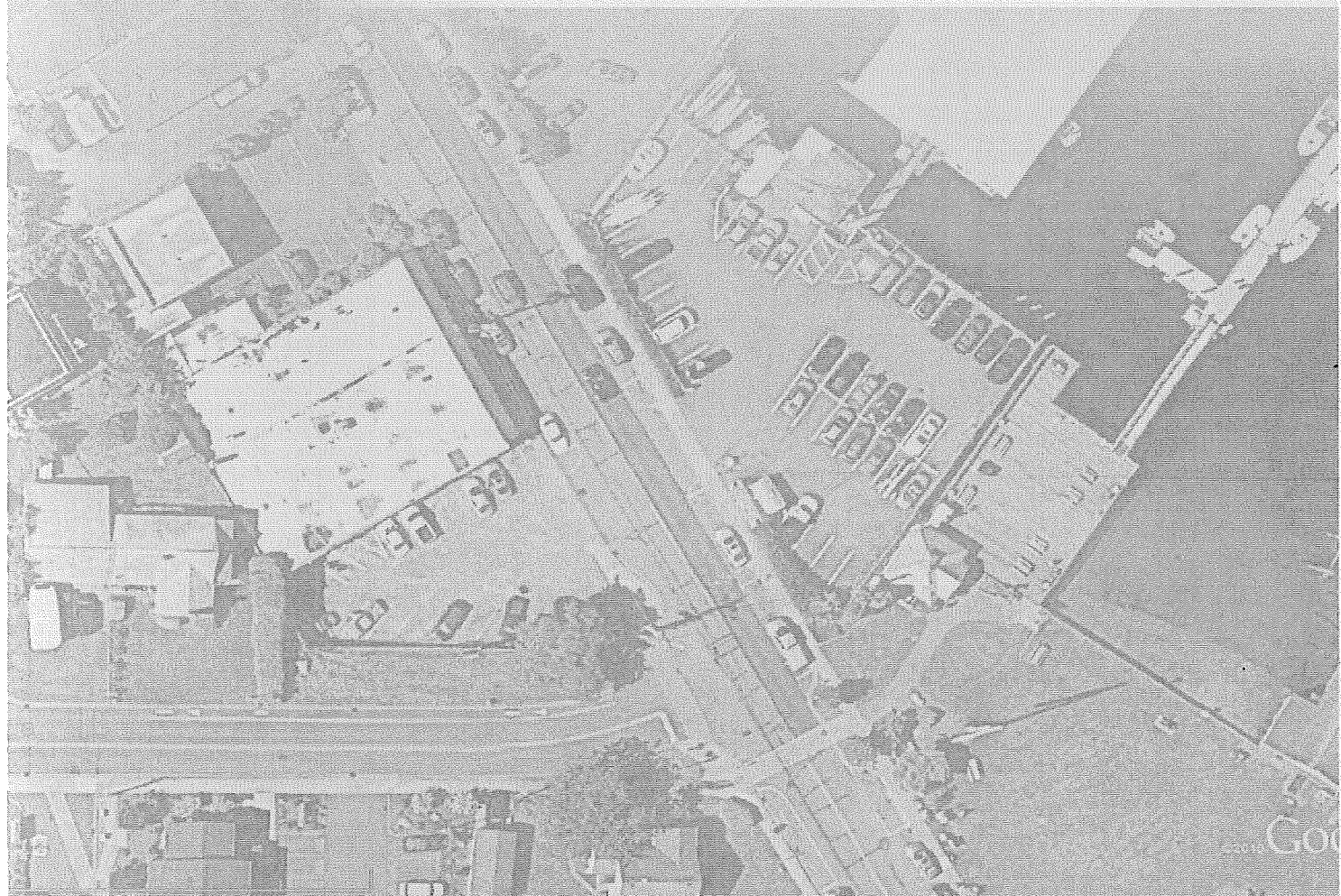
28 of 56

2012
A M J J A S O N D J F M A M J J A S O



ID	Task Name	Duration	Start	Finish	Predecessors	Successors
40	Ph02-Task 02 Lift Station Design	75 days	Fri 7/29/11	Thu 11/10/11		
41	Schematic Design Submittal (30%) - Lift Station	2 wks	Fri 7/29/11	Thu 8/11/11	34,27	42,19
42	City review	1 wk	Fri 8/12/11	Thu 8/18/11	41,6	43,11,20,28
43	Design Development Submittal (60%) - Lift Station	4 wks	Fri 8/19/11	Thu 9/15/11	42	44
44	City review	1 wk	Fri 9/16/11	Thu 9/22/11	43	45,12,21,22
45	Draft Contract Documents (90%) - Lift Station	4 wks	Fri 9/23/11	Thu 10/20/11	44	46
46	City review	1 wk	Fri 10/21/11	Thu 10/27/11	45	47,23,24
47	Bid Contract Documents - Lift Station	2 wks	Fri 10/28/11	Thu 11/10/11	46	56,48
48	Lift Station Contract Documents Complete	0 days	Thu 11/10/11	Thu 11/10/11	47	56
49	Ph02-Task 03 Equipment Procurement Documents (Pumps and VFDs)	6 wks	Fri 7/15/11	Thu 8/25/11	31	55,50
50	Equipment Procurement Documents Complete	0 days	Thu 8/25/11	Thu 8/25/11	49	55
51	Ph02-Task 04 Operations & Maintenance Manual	95 days	Fri 2/3/12	Thu 6/14/12		
52	Draft O&M	4 wks	Fri 2/3/12	Thu 3/1/12	65SF+2 mons	78
53	Final O&M	2 wks	Fri 6/1/12	Thu 6/14/12	78	81
54	Bid Period and Contracting	95 days	Fri 8/26/11	Thu 1/5/12		
55	Equipment Procurement Contract(s)	2 mons	Fri 8/26/11	Thu 10/20/11	49,50	59
56	Construction Contract	2 mons	Fri 11/11/11	Thu 1/5/12	18,20,47,48	65
57	Ph03 Construction Support	190 days	Fri 10/21/11	Thu 7/12/12		9
58	Equipment Procurement - (pumps and VFDs)	175 days	Fri 10/21/11	Thu 6/21/12		
59	NTP to Equipment Contractor(s)	1 day	Fri 10/21/11	Fri 10/21/11	55	60
60	Submittal prep and review	2 mons	Mon 10/24/11	Fri 12/16/11	59	61
61	Manufacture and deliver	4 mons	Mon 12/19/11	Fri 4/6/12	60	76,75
62	Start-up	2 wks	Fri 5/18/12	Thu 5/31/12	78SS	79,63
63	Final documentation	3 wks	Fri 6/1/12	Thu 6/21/12	62	81
64	Lift Station Construction	135 days	Thu 1/5/12	Thu 7/12/12		
65	NTP to Contractor	0 days	Thu 1/5/12	Thu 1/5/12	56,25,19,24,28,66,68,67,52SF+2 m	
66	MH, vaults, and piping submittals and procure	5 wks	Fri 1/6/12	Thu 2/9/12	65	69
67	Bldg submittals and procure	6 wks	Fri 1/6/12	Thu 2/16/12	65	71
68	Elect/Controls submittals and procure	4 mons	Fri 1/6/12	Thu 4/26/12	65	75
69	Wet well, MH, and yard piping install	3 wks	Fri 2/10/12	Thu 3/1/12	66	71,76,70
70	Excavation and backfill complete	0 days	Thu 3/1/12	Thu 3/1/12	69	
71	Building construct	8 wks	Fri 3/2/12	Thu 4/26/12	69,67	73,75,77,72FS-2 wk
72	Walkway improvements	1 wk	Fri 4/13/12	Thu 4/19/12	71FS-2 wks	73
73	Landscaping	1 wk	Fri 4/27/12	Thu 5/3/12	71,72	74
74	Heavy outdoor construction complete	0 days	Thu 5/3/12	Thu 5/3/12	73	
75	Elect/controls install in building	3 wks	Fri 4/27/12	Thu 5/17/12	68,71,61	78

Subconsultants



Parametrix

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T 253.627.4347
2106 PACIFIC AVENUE, SUITE 300 • TACOMA, WASHINGTON 98402



June 28, 2011

Mr. Shannon Thompson
Parametrix
2102 N. Pearl St. - Suite 301
Tacoma, WA 98406

**Re: Gig Harbor Lift Station/Restroom Design: Landscape Architecture
(BCRA #11207.A1.00)**

Dear Shannon:

In response to the City of Gig Harbor's original request for qualifications and our discussions regarding the scale and scope of the new lift station project, we have proposed the following design scope and fee:

SCOPE OF WORK

In conjunction of the replacement of the existing public restroom with a new restroom facility and additional space for a new sewer lift station in the Skansie Brothers Park, Gig Harbor, Washington. We are proposing to develop a landscape design that restores the landscape with the spirit of the existing park. A concept with one (1) design modification based on public feedback is included in the scope. Additional design changes after the initial concept and one public change may require changes to our scope and fee. Basic services are outline below:

- **Landscape Architectural Design and Permit Submittal:** Prepare design (planting and irrigation with applicable details), permit and bid documents, as well as specifications for the landscape. Fee includes the following:
 - Site visit for documenting conditions
 - Progress meetings – (3) with the City of Gig Harbor
 - Consultant Coordination Meetings – (3)
 - Prepare specifications (except Division 0 and 1)
 - Prepare bid documents, review bids
 - Limited Construction Administration: one (1) site visit, review of RFI's and submittals, final punchlist
- **Design Review Board Submittal**
 - Prepare Design Review Packet
 - Meeting with Design Review Board
- **Public Outreach**
 - Rendering of project (1) board
 - Includes (1) site plan with reference images
 - Does not include perspectives and elevations
 - Assembly (Preparation) of Notification
 - Attendance at (2) meetings and recap of comments

BCRA

COMPENSATION

We propose to offer our services described above as a fixed fee:

• Design/Permitting	\$8,650
• Specifications/Perform Quality Control	\$900
• Permitting/Bidding Support	\$690
• Construction Administration	\$1,740
• <u>Design Review Board Preparation/Public Outreach</u>	<u>\$3,020</u>
• Total Basic Service Fees	\$15,000

QUALIFICATIONS=

We strive to provide services in a cost-effective manner and, as such, services not outlined in the Scope of Work above are not included and fall outside the fees indicated. Additionally, items indicated below are not included and may be available as an additional service where indicated:

- Structural Engineering by Parametrix
- Mechanical, Electrical, Plumbing provided by Parametrix
- Cost estimate
- Site permitting, land use approvals, SEPA, shoreline permitting, etc.
- Grading and drainage

TERMS

Progress payments shall be invoiced monthly and are payable within 30 days of receipt. Architectural liability will be limited to the lesser of our proposed fee or the amount of work invoiced at the time an issue is raised.

Reimbursable Expenses are in addition to the fees proposed above and include costs for reproductions, mileage, postage, photography, long distance telephone charges, permit, and incidentals required for preparing the products of this service. Reimbursable expenses shall be invoiced at cost plus 10% for handling.

If these terms are acceptable, please sign and return a copy of this proposal to our office (email is acceptable). Please feel free to give me a call to discuss any aspect of this proposal. We are looking forward to working with you and the rest of the team.

Sincerely,

BCRA



Alan McWain
Senior Landscape Architect

Accepted,

Name (print):
Date:

City of Gig Harbor
Lift Station/Restroom Replacement
Fee Proposal

Created: 06/17/11
Last Saved: 7/1/2011
8:54 AM

Phase/ Task	Detail	LA IV	LA II	LA I		Total Hours	FTE
	Staff Assigned	Alan McWain	Daren	Hoonin			
	Hourly Rate	\$ 150	\$ 115	\$ 95	\$ -		
001 Schematic Design							
1.01	Architectural						
	Site visit to document conditions/measure	2.0				2.0	
	Progress Meeting with City	2.0				2.0	
	Consultant coordination meeting (1)	2.0				2.0	
	Code Review	2.0				2.0	
	Conceptual Layout	2.0		4.0		6.0	
						0.0	
	Rendering			8.0		8.0	
	Project Management	4.0				4.0	
	Subtotal: Hours	14.0	0.0	12.0	0.0	26.0	0.7
	Subtotal: Cost	\$2,100.00	\$0.00	\$1,140.00	\$0.00	\$3,240.00	
002 Design Development / Specifications (65%)							
2.01	Architectural						
	Progress Meeting with City	2.0				2.0	
	Consultant coordination meeting (1)	2.0				2.0	
						0.0	
	Planting Plan			4.0		4.0	
	Irrigation Plan			8.0		8.0	
	Details			8.0		8.0	
						0.0	
						0.0	
	Project Management	2.0				2.0	
	Subtotal: Hours	6.0	0.0	20.0	0.0	26.0	0.7
	Subtotal: Cost	\$900.00	\$0.00	\$1,900.00	\$0.00	\$2,800.00	
003 Construction Documents (95% and 100%)							
3.01	Architectural						
	Progress Meeting with City	2.0				2.0	
	Consultant coordination meeting (1)	2.0				2.0	
	Planting Plan			4.0		4.0	
	Irrigation Plan			8.0		8.0	
	Details			6.0		6.0	
						0.0	
						0.0	
	Project Management	2.0				2.0	
	Subtotal: Hours	6.0	0.0	18.0	0.0	24.0	0.6
	Subtotal: Cost	\$900.00	\$0.00	\$1,710.00	\$0.00	\$2,610.00	
005 Construction Administration							
5.01	Architectural						
	Site visits (1)	2.0				2.0	
						0.0	
	Response to RFI's			6.0		6.0	
	Review Submittals			6.0		6.0	
	Prepare final punchlist upon construction completion	2.0				2.0	
	Subtotal: Hours	4.0	0.0	12.0	0.0	16.0	0.4
	Subtotal: Cost	\$600.00	\$0.00	\$1,140.00	\$0.00	\$1,740.00	
	TOTAL HOURS	30.0	0.0	62.0	0.0	92.0	
	SUBTOTAL FEE	\$ 4,500	\$ -	\$ 5,890	\$ -	\$10,390.00	

City of Gig Harbor
Lift Station/Restroom Replacement
Fee Proposal

Phase/ Task	Detail	LA IV	LA II	LA I		Total Hours	FTE
	Staff Assigned	Alan McWair	Daren	Hoonin			
	Hourly Rate	\$ 150	\$ 115	\$ 95	\$ -		
003A Specifications/Quality Control							
3.01A	Architectural						
	Quality/Control Review	2.0				2.0	
	Specifications - preliminary specifications, all disciplines	4.0				4.0	
	Subtotal: Hours	6.0	0.0	0.0	0.0	6.0	0.2
	Subtotal: Cost	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	
005 Permitting/Bidding							
5.01	Architectural						
	Permit Preparation		2.0			2.0	
	Prepare Bidding Packages		1.0			1.0	
	Respond to bidding questions		2.0			2.0	
	Receive/review bids, recommend contractor		1.0			1.0	
	Subtotal: Hours	0.0	6.0	0.0	0.0	6.0	0.2
	Subtotal: Cost	\$0.00	\$690.00	\$0.00	\$0.00	\$690.00	
004 Design Review Submittal							
4.01	Architectural						
	Submittal Preparation (site section, color boards)					0.0	
	Meeting with Design Review Board	4.0				4.0	
	Subtotal: Hours	4.0	0.0	0.0	0.0	4.0	0.1
	Subtotal: Cost	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
006 Public Outreach							
6.01	Architectural						
	Renderings			16.0		16.0	
	Assembly of Notification					0.0	
	Public Meetings (2)	4.0				4.0	
	Recap of Meetings	2.0				2.0	
	Subtotal: Hours	6.0	0.0	16.0	0.0	22.0	0.6
	Subtotal: Cost	\$900.00	\$0.00	\$1,520.00	\$0.00	\$2,420.00	
TOTAL HOURS		16.0	6.0	16.0	0.0	38.0	
SUBTOTAL FEE		\$ 2,400	\$ 690	\$ 1,520	\$ -	\$4,610.00	
TOTAL HOURS		46.0	6.0	78.0	0.0	130.0	3.3
SUBTOTAL FEE		\$ 6,900	\$ 690	\$ 7,410	\$ -	\$15,000.00	



June 17, 2011 (REVISED June 30, 2011)

Mr. Shannon Thompson
Parametrix
2102 N. Pearl St. - Suite 301
Tacoma, WA 98406

**Re: Gig Harbor Lift Station/Restroom Design
(BCRA #11207.A1.00)**

Dear Shannon:

In response to the City of Gig Harbor's original request for qualifications and our discussions regarding the scale and scope of the new lift station project, we have proposed the following design scope and fee:

SCOPE OF WORK

Replacement of existing public restroom with a new restroom facility and additional space for a new sewer lift station in the Skansie Brothers Park, Gig Harbor, Washington. We are proposing to develop a single design concept with one (1) design modification based on public feedback. Additional design changes after the initial concept and one public change may require changes to our scope and fee. Basic services are outline below:

- **Architectural Design and Permit Submittal:** BCRA will prepare design, permit and bid documents, as well as specifications for the restroom/sewer lift station. Fee includes the following:
 - Site visit for documenting conditions
 - Progress meetings – (2) with the City of Gig Harbor
 - Design workshops – (2) with City of Gig Harbor
 - Consultant Coordination Meetings – (3)
 - Prepare specifications (except Division 0 and 1)
 - Prepare bid documents, review bids
 - Limited Construction Administration: one (1) site visit, one (1) pre-construction meeting, review of RFI's and submittals, final punchlist

- **Design Review Board Submittal**
 - Prepare Design Review Packet
 - Meeting with Design Review Board

BCRA

- **Public Outreach**

- Renderings of project (2)
- Assembly (Preparation) of Notification
- Attendance at (2) public meetings, recap with comments
- Attendance at one (1) City Council meeting, recap with comments

COMPENSATION

We propose to offer our services described above as a fixed fee:

• Design/Permitting	\$20,760
• Specifications/Perform Quality Control	\$ 4,500
• Permitting/Bidding Support	\$ 4,400
• Design Review Board Preparation/Submittal	\$ 2,120
• <u>Public Outreach</u>	<u>\$ 4,870</u>
Total Basic Service Fees	\$36,650
• Reimbursable Expenses (estimated):	\$ 1,000

CONSULTANT

- **Cost Estimating – Bill Acker Consulting** **\$12,144**

Scope of Work: Two estimates will be prepared: preliminary (30%) and detailed (pre-bid final) estimate prepared. The balance of estimating work covers a lift station, vault(s), utilities and other site improvements which, while not covering a large physical area, is likely to be cut-up and complicated. Assume there is a limited amount of offsite work required. Pre-purchased specialty plant equipment is to be included in the estimates, based on a specification and contact provided by Parametrix.

QUALIFICATIONS

We strive to provide services in a cost-effective manner and, as such, services not outlined in the Scope of Work above are not included and fall outside the fees indicated. Additionally, items indicated below are not included and may be available as an additional service where indicated:

- Structural Engineering by Parametrix
- Mechanical, Electrical, Plumbing provided by Parametrix
- All site design and engineering other than landscape design by Parametrix
- Cost estimate and fire sprinkler design
- Site permitting, land use approvals, SEPA, shoreline permitting, etc.

TERMS

Progress payments shall be invoiced monthly and are payable within 30 days of receipt.

Architectural liability will be limited to the lesser of our proposed fee or the amount of work invoiced at the time an issue is raised.

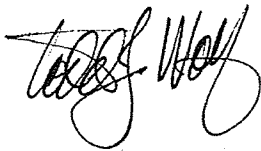
Reimbursable Expenses are in addition to the fees proposed above and include costs for reproductions, mileage, postage, photography, long distance telephone charges, permit, and incidentals required for preparing the products of this service. Reimbursable expenses shall be invoiced at cost plus 10% for handling.

If these terms are acceptable, please sign and return a copy of this proposal to our office (email is acceptable). Please feel free to give me a call to discuss any aspect of this proposal. We are looking forward to working with you and the rest of the team.

Sincerely,

BCRA

Accepted,



Todd J. Wolf
Project Manager

Name (print):
Date:

City of Gig Harbor
Lift Station/Restroom Replacement
Fee Proposal

Phase/ Task	Detail	Project Manager	Arch II	Arch/Des III	Constr. Admin./ QC	Total Hours	FTE
	Staff Assigned	Todd	Brandon	Hank	Dave S.		
	Hourly Rate	\$ 130	\$ 100	\$ 100	\$ 125		
001 Schematic Design							
1.01	Architectural						
	Site visit to document conditions	2.0	2.0			4.0	
	Progress Meeting/Design Workshop with City (2 total)	6.0				6.0	
	Consultant coordination meeting (1)	2.0	2.0			4.0	
	Code Review	4.0				4.0	
	Conceptual Layout	4.0				4.0	
	Conceptual Elevations	8.0				8.0	
	Rendering					0.0	
	Project Management	8.0				8.0	
	Subtotal: Hours	34.0	4.0	0.0	0.0	38.0	1.0
	Subtotal: Cost	\$4,420.00	\$400.00	\$0.00	\$0.00	\$4,820.00	
002 Design Development / Specifications (65%)							
2.01	Architectural						
	Progress Meeting with City	2.0				2.0	
	Consultant coordination meeting (1)	2.0	2.0			4.0	
	Cover Sheet		2.0			2.0	
	Architectural Site Plan		2.0			2.0	
	Building Sections (2)		6.0			6.0	
	Elevations		8.0			8.0	
	Exterior Details		6.0			6.0	
	Roof Plan		1.0			1.0	
	Project Management	8.0				8.0	
	Subtotal: Hours	12.0	27.0	0.0	0.0	39.0	1.0
	Subtotal: Cost	\$1,560.00	\$2,700.00	\$0.00	\$0.00	\$4,260.00	
003 Construction Documents (95% and 100%)							
3.01	Architectural						
	Progress Meeting with City	2.0				2.0	
	Consultant coordination meeting (1)	4.0	4.0			8.0	
	Architectural Site Plan		2.0			2.0	
	Floor Plans		4.0			4.0	
	Elevations		16.0			16.0	
	Building/Wall Sections (2)		16.0			16.0	
	Exterior Details		16.0			16.0	
	Roof Plan		2.0			2.0	
	Project Management	8.0				8.0	
	Subtotal: Hours	14.0	60.0	0.0	0.0	74.0	1.9
	Subtotal: Cost	\$1,820.00	\$6,000.00	\$0.00	\$0.00	\$7,820.00	
005 Construction Administration							
5.01	Architectural						
	Site visits (1)	2.0	2.0			4.0	
	Pre-construction meeting (1)		2.0			2.0	
	Response to RFI's		12.0			12.0	
	Review Submittals		16.0			16.0	
	Prepare final punchlist upon construction completion		4.0			4.0	
	Subtotal: Hours	2.0	36.0	0.0	0.0	38.0	1.0
	Subtotal: Cost	\$260.00	\$3,600.00	\$0.00	\$0.00	\$3,860.00	
	TOTAL HOURS	62.0	127.0	0.0	0.0	189.0	
	SUBTOTAL FEE	\$ 8,060	\$ 12,700	\$ -	\$ -	\$20,760.00	

City of Gig Harbor
Lift Station/Restroom Replacement
Fee Proposal

Phase/ Task	Detail	Project Manager	Arch II	Arch/Des III	Constr. Admin./ QC	Total Hours	FTE
	Staff Assigned	Todd	Brandon	Hank	Dave S.		
	Hourly Rate	\$ 130	\$ 100	\$ 100	\$ 125		
003A Specifications/Quality Control							
3.01A	Architectural						
	Quality/Control Review				12.0	12.0	
	Specifications - preliminary specifications, all disciplines				24.0	24.0	
	Subtotal: Hours	0.0	0.0	0.0	36.0	36.0	0.9
	Subtotal: Cost	\$0.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00	
005 Permitting/Bidding							
5.01	Architectural						
	Permit Preparation		8.0			8.0	
	Respond to Permit Questions		8.0			8.0	
	Prepare Bidding Packages		8.0			8.0	
	Respond to bidding questions		12.0			12.0	
	Receive/review bids, recommend contractor		8.0			8.0	
	Subtotal: Hours	0.0	44.0	0.0	0.0	44.0	1.1
	Subtotal: Cost	\$0.00	\$4,400.00	\$0.00	\$0.00	\$4,400.00	
004 Design Review Submittal							
4.01	Architectural						
	Submittal Preparation (site section, color boards)		16.0			16.0	
	Meeting with Design Review Board	4.0				4.0	
	Subtotal: Hours	4.0	16.0	0.0	0.0	20.0	0.5
	Subtotal: Cost	\$520.00	\$1,600.00	\$0.00	\$0.00	\$2,120.00	
006 Public Outreach							
6.01	Architectural						
	Renderings			24.0		24.0	
	Assembly of Notification	4.0				4.0	
	Public Meetings (2)	8.0				8.0	
	Present to City Council	4.0				4.0	
	Recap of Meetings	3.0				3.0	
	Subtotal: Hours	19.0	0.0	24.0	0.0	43.0	1.1
	Subtotal: Cost	\$2,470.00	\$0.00	\$2,400.00	\$0.00	\$4,870.00	
	TOTAL HOURS	23.0	60.0	24.0	36.0	143.0	
	SUBTOTAL FEE	\$ 2,990	\$ 6,000	\$ 2,400	\$ 4,500	\$15,890.00	
	TOTAL HOURS	85.0	187.0	24.0	36.0	332.0	8.3
	SUBTOTAL FEE	\$ 11,050	\$ 18,700	\$ 2,400	\$ 4,500	\$36,650.00	



MEMORANDUM

TO	Shannon Thompson	DATE	June 21, 2011
COMPANY	Parametrix	PROJECT	City of Gig Harbor Pump Station 4
	2102 North Pearl Street, Suite 301	SUBJECT	Scope of Work
	Tacoma WA 98406		Pump Station 4 PSCP4
PHONE	253-752-9862		

Reference:

1. Gig Harbor PS4 Fee Schedule – I&C design 1.pdf

Thank you for your interest in our services for the above referenced project. We will provide instrumentation & control design and engineering services as required for Gig Harbor Pump Station 4. Our current understanding is that this shall include controls for a pump station and its associated telemetry communications back to headquarters. This proposal does not include any scope or services associated with the electrical power system.

A recommended option is to provide high speed communications between this pump station and the WWTP. This is shown as an option in the accompanying pdf. Alarm notification is provided by the Mission123 system; however, this pumps station is important source of flow to the treatment plant, additional information is warranted. Additional information can be provided using a frequency hopping spread frequency unlicensed radio. The radio at pump station 4 will communicate with a new radio installed at pump station 2A. Information transmitted from pump station 4 to Pump Station 2A will then be communicated to the WWTP via the new fiber optic cable. This will assist plant personnel in real time monitoring of the pump station from a convenient location. A telephone connection was considered but is not recommended due to its slower speeds.

The equipment will consist of the following:...

1. Two (2) Wemco Screw Submersible pumps on VFDs.
2. One (1) Screw Sucker Pump, Model 125H
3. One (1) unisorb odor control system (includes fan control, flow switch alarm, two speed fan control)
4. Two (2) room ventilation fans (one redundant) with sail switch and HVAC control
5. One (1) float switch high wet well level alarm
6. One (1) combustible gas detector in pump station to meet NFPA820

Our services will consist of the following:

1. Review of civil and mechanical documents and coordination with the design team as well as coordination with the utility company as required.
2. Provide instrumentation and control electrical diagrams for a single local control panel controlling two (2) VFD's and pumps, as well as the overall control panel layout (estimate 2 sheets).
3. Provide a GPS-based radio survey.
4. Provide a SCADA communication and interconnection diagram (1 sheet).
5. Provide specifications for a single local control panel, a specification to modify the headquarters HMI, and a specification for a high speed radio based communications link to Pump Station 2A (3 specifications)



MEMORANDUM

6. Submittals at 60%, 90%.
7. Provide a construction cost estimate at the final design.
8. Provide instrumentation and control bid documents.
9. Provide pre-bid conference support via conference telephone call.
10. Respond to bidders questions and provide a better documentation.

This contract is for the amount of \$25,000 for the basic I&C design, \$4260 for optional radio communications, and construction support of \$8,000. Please do not hesitate to contact me if the fee is larger than anticipated or if there are items we have omitted. Ideas for reducing the cost include creating the (2) P&IDs/Communications Block diagram at a later date and/or performing the radio survey during construction, both of these we recommend be performed concurrent with the design of this station which is the reason it is included here. We bill for services monthly, invoices shall be based on the work performed during each given month.

Advanced Industrial Automation Corporation will maintain the following minimum insurances:

1. Errors and omissions liability -- \$1 million
2. Comprehensive general liability -- \$1 million
3. Automotive liability -- \$500,000

Thank you for your interest in our services, I look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me.

SIGNED: Jon Mathison

ELECTRICAL ENGINEERING FEE PROPOSAL				
<i>Advanced Industrial Automation</i>				
PROJECT: CITY OF GIG HARBOR PUMP STATION 4				
OWNER: CITY OF GIG HARBOR				
ESTIMATE BY: JON P. MATHISON, P.E.				
		BILLING RATE		
		\$120	\$90	
NO	DESCRIPTION OF PHASE SERVICES	Elec hours		Subtotal
		ENGR	DESIGN	Elec
1	DESIGN DEVELOPMENT			
a	Review of existing documents	2	-	240
b	Onsite investigation	8	-	960
c	Coordination with Design team	4	-	480
d	Coordination with Mission123	2	-	240
e	Coordination with equipment manufacturers	4	-	480
f	Drawing Development (see dwg schedule)	76	44	13,080
g	Specification - (see spec schedule)	40	-	4,800
h	Construction cost estimate at final design	6	-	720
i	Submittals at 50%, 90% design	4	4	840
j	Quality review, multidiscipline review	12	-	1,440
k	Respond to City & agency review comments	4	-	480
a	Bid submittal - Drawings and specification	2	2	420
b	Pre-bid conference telephone support	2	-	240
c	Bid support by phone, addendum issue	4	-	480
	REIMBURSABLES			
	Fedex delivery charges (ASSUME PDF)			-
	<u>Expenses for one trip</u>			
a	Mileage			100
				-
				-
	DESIGN DEVELOPMENT TOTALS	170	50	25,000

ELECTRICAL ENGINEERING FEE PROPOSAL				
<i>Advanced Industrial Automation</i>				
PROJECT: CITY OF GIG HARBOR PUMP STATION 4				
OWNER: CITY OF GIG HARBOR				
ESTIMATE BY: JON P. MATHISON, P.E.				
		BILLING RATE		
		\$120	\$90	
NO	DESCRIPTION OF PHASE SERVICES	Elec hours		Subtotal
		ENGR	DESIGN	Elec
2	CONSTRUCTION SUPPORT SERVICES			
a	Submittal review - Contractor, general materials	2	-	240
b	Submittal review - Pump control panel & equipment	10	-	1,200
c	Submittal review - Motor control center	2	-	240
d	Coordination with contractor by telephone/RFI's	4	-	480
e	Coordination with integrator - AIA Integrator	-	-	-
f	Witness tests; Factory Demonstration Test	10	-	1,200
g	Revision document development	4	-	480
h	90% constr. comp; checklist, inspection, punchlist	10	-	1,200
i	Operator training support services - Construction	-	-	-
j	Review Instrument and Panel Supplier O & M	4	-	480
k	Asbuilt (2) electrical drawings (see as-built schedule)	12	10	2,340
	REIMBURSABLES			
	Fedex delivery charges			
	<u>Expenses for two trips</u>			
a	Milage			140
	BASIS			
a	AIA Corp is to provide Integration Services on separate contract directly with the city			
b	FDT in Seattle area			
	CONSTRUCTION SUPPORT SERVICES TOTALS	58	10	8,000

ELECTRICAL ENGINEERING FEE PROPOSAL				
<i>Advanced Industrial Automation</i>				
PROJECT: CITY OF GIG HARBOR PUMP STATION 4 DESIGN - DRAWING DEVELOPMENT				
DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	Elec HRS	
		SCALE	ENGR	DESIGN
DRAWINGS				
EIC1	PSCP4 Elevation	3/8"	12	12
EIC2	Typical Sheet 1 (PS, UPS, Overhead Panel Functions, Spares)	None	16	8
EIC3	Typical Sheet 2 (Instrumentation: LS, LIT, FIT)	None	16	8
EIC4	Typical Sheet 3 (Combustable Gas Sensors, Sail Switch, Mission123)	None	16	8
EIC5	Typical Sheet 4 (VFD, Screw Sucker Pump, Motors)	None	16	8
	TOTALS		76	44

ELECTRICAL ENGINEERING FEE PROPOSAL

Advanced Industrial Automation

PROJECT: CITY OF GIG HARBOR PUMP STATION 4
 DESIGN - SPECIFICATION DEVELOPMENT

SPEC. NO.	SPECIFICATION SECTION TITLE	EXIST	Developed	HOUR
		NEW	By	Elec
16931A	Pump Station Control Panel Description of Operations	N	I&C	20
16931	Pump Station Control Panel (PSCP4)	N	I&C	12
16941	Instrumentation (LS, LIT, FI, FIT, Flow switch, AIT - combustible gas)	N	I&C	6
16932	Alarm Notification System (Mission123)	N	I&C	2
	TOTALS			40



HWA GEOSCIENCES INC.

Geotechnical & Pavement Engineering · Hydrogeology · Geoenvironmental · Planning & Permitting · Inspection & Testing

July 1, 2011

HWA Proposal No. P-6757

Parametrix
4660 Kitsap Way, Suite A
Bremerton, WA 98312

Attention: Shannon Thompson, PE

Subject: **PROPOSED SCOPE OF GEOTECHNICAL ENGINEERING SERVICES**
Lift Station #4, Skansie Park,
Gig Harbor, Washington

Dear Shannon:

As requested, HWA GeoSciences Inc. (HWA) prepared this proposed scope of geotechnical engineering design support and construction testing services for the above project. We appreciate and thank you for the opportunity to provide services to Parametrix on this project.

Objectives:

To provide geotechnical engineering services for site exploration, and geotechnical work to establish information necessary for Final Design as well as Contractor Dewatering and Shoring Design.

Consultant (Subconsultant) Responsibilities:

1. Conduct a site reconnaissance.
2. Coordinate field activities with the project team and arrange for sub-contracted drilling services.
3. Advance one (1) boring to a depth of about 40 feet at the proposed pump station location. Install standpipe piezometer to determine static ground water levels. The piezometer will be installed in accordance with Department of Ecology regulations. It will be monitored 4 times over three months.
4. Conduct field and laboratory testing to evaluate relevant physical properties of the site soils.
5. Perform engineering analyses and evaluate data derived from the subsurface investigation and laboratory-testing program, with respect to the items listed under item 6 below.
6. Prepare a Draft geotechnical report containing the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide geotechnical recommendations for design and construction of the lift station including recommendations regarding dewatering requirements, temporary

21312 30th Drive SE
Suite 110
Bothell, WA 98021.7010

Tel: 425.774.0106

Fax: 425.774.2714

www.hwageo.com

shoring, structural backfill, and design parameters such as allowable soil bearing capacity, design lateral earth pressures, buoyancy/uplift, and seismic coefficients. Also, the report will evaluate the magnitude of potential settlement that could occur as a result of construction dewatering, and protection requirements for adjacent structures/properties.

7. Prepare a Final geotechnical engineering report.
8. We provide part-time, limited, geotechnical support during construction.

Assumptions:

1. Relevant geologic and geotechnical information to be reviewed will be obtained from our library, geologic maps, and online databases.
2. Site reconnaissance to be 2 hours in duration.
3. Boring will be completed utilizing a truck-mounted drill rig. Soil cuttings will be collected in drums and disposed of off-site.
4. The exploratory boring will be conducted under the full-time observation of the Geotechnical Subconsultant (engineer, hydrogeologist, or geologist) and soil samples will be obtained at selected depth intervals for logging and laboratory testing.
5. Field and laboratory tests will be performed in general accordance with appropriate American Society for Testing Materials (ASTM) standards and will include Standard Penetration Tests (SPTs), natural moisture content determinations, grain size analysis, and Atterberg limit tests, as appropriate.
6. Evaluation of the potential presence and/or concentrations of contaminated and/or hazardous materials are not included.

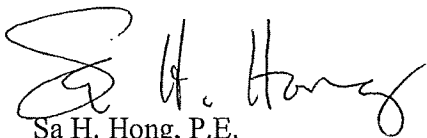
Deliverables:

We will deliver 3 copies of our draft report (2 to Parametrix and 1 to the City) for review. Upon completion of our final report 3 reports will be submitted (2 to Parametrix and 1 to the City). Additional reports including electronic format can be submitted upon request.

We appreciate the opportunity to provide this proposal for geotechnical engineering services. If you have any questions regarding this proposal, or require additional services, please contact the undersigned at your convenience.

Sincerely,

HWA GEOSCIENCES INC.



Sa H. Hong, P.E.

Principle Geotechnical Engineer

Project Cost Estimate
Gig Harbor Lift Station #4
Gig Harbor, WA
Attention: Shannon Thomson of Parametrix, 360-271-9207



Revised Date: 6/29/11
Prepared By: SHH

Geotechnical Engineering Services with two borings

Two 40 feet boring, west of the PS location, will be drilled.
One Piezometer will be installed to measure 4 water level readings over a three months period.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2011 HOURLY BILLING RATES					TOTAL HOURS	TOTAL AMOUNT
	Principal \$180.00	Sr. Engr. \$175.00	Geologist \$108.00	CAD \$74.00	Admin. \$69.00		
1. Site Reconnaissance/Locate Boring/Utility Locate		4	4			8	\$1,132
2. Geotechnical Drilling	4		16			20	\$2,448
3. Boring Logs, Assign Lab Tests, Review Lab Data		4	12			16	\$1,996
4. Geotechnical Engineering Data Comp/Analyses	8	12	8	4		32	\$4,700
5. Ground Water Monitoring Analysis			4			4	\$432
7. Geotechnical Design & Reporting	12	18	4	2	2	38	\$6,028
8. Design Support (correspondence, meetings, plan review)	4					4	\$720
9. Construction Services	8	5	25			38	\$5,015
TOTAL LABOR:	36	43	73	6	2	160	\$22,471

SOIL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content	30	\$12	\$360
Grain Size Distribution	12	\$80	\$960
Atterberg Limits (plasticity index)	0	\$110	\$0
Modified Proctor (compaction)	0		\$0

LABORATORY TOTAL: \$1,320

HWA DIRECT EXPENSES:

Mileage at \$0.51/mile	\$400
Miscellaneous Field Supplies	\$100
HWA Lab Testing (detail to left)	\$1,320
TOTAL:	\$1,820

SUBCONTRACTOR EXPENSES:

Vacuum Truck cost see item 4	\$2,000
Drilling Sub (see attached sheet)	\$7,862
HWA Markup on Subcontractors (5%)	\$393
SUB EXPENSE TOTAL:	\$10,255

PROJECT TOTALS:

HWA Labor	\$22,471
HWA Direct Expenses	\$1,820
Subcontractor Expense	\$10,255
TOTAL:	\$34,546

CONDITIONS

- Access permission will be obtained and/or granted by the City of Gig Harbor with no permit cost to the consultant.
- Geotechnical evaluation includes physical soil properties only; it does not include evaluation of potentially contaminated soil, ground water, or the identification of wetland areas, or their potential project impacts or inter-relationships.
- The project manager has the discretion to transfer labor and budget dollars between tasks to satisfy project objectives.
- Underground utilities shall be identified by the City of Gig Harbor prior to drilling in the vicinity of the existing restrooms at Skansie Brother's Park.
Please check all utilities within 30 feet horizontal distance from the exterior walls of the restrooms within the park property.
If the city could not locate the underground utilities accurately, a private locator or a vacuum truck will be mobilized. These costs will be extra to the city.
- HWA will contact the public underground locator for marking of all utilities in the vicinity of the borings.
- Construction Services is estimated to be about \$7,000, but depending on the soil conditions it will be revised accordingly.

Drawing List



Drawing List

Parametrix

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

GEN	COVER AND LOCATION MAP
GEN	LEGEND, ABBREVIATIONS, & NOTES
GEN	OVERALL SITE PLAN (staging, pedestrian movement)
CIV	EXTG CONDITIONS/DEMO PLAN
CIV	EROSION CONTROL DETAILS & NOTES
CIV	SITE UTILITY PLAN
CIV	SITE GRADING & PAVING PLAN
CIV	CIVIL DETAILS
L.A.	PLANTING
L.A.	PLANTING DETAILS
L.A.	LAYOUT
L.A.	LAYOUT DETAILS
L.A.	HARDSCAPE
L.A.	HARDSCAPE DETAILS
L.A.	IRRIGATION
L.A.	IRRIGATION DETAILS
ARCH	ARCHITECTURAL SITE PLAN
ARCH	FLOOR PLAN
ARCH	SCHEDULES
ARCH	SECTIONS
ARCH	ELEVATIONS
ARCH	INTERIOR ELEVATIONS
ARCH	DETAILS
ARCH	DETAILS
STRUC	GENERAL STRUCTURAL NOTES AND ABBREVIATIONS
STRUC	GENERAL STRUCTURAL NOTES
STRUC	PUMP STATION WETWELL AND VAULTS (precast units)
STRUC	BUILDING ROOF STRUCTURE PLAN
STRUC	BUILDING FOUNDATION PLAN

STRUC	STRUCTURAL SECTIONS & DETAILS
STRUC	STRUCTURAL SECTIONS & DETAILS
MECH	MECHANICAL LEGEND AND ABBREVIATIONS
MECH	MECHANICAL PROCESS PIPING PLAN
MECH	BUILDING HVAC AND PLUMBING PLAN
MECH	MECHANICAL SECTIONS
MECH	MECHANICAL DETAILS
MECH	ODOR CONTROL SYSTEM DETAILS
ELEC	ELECTRICAL SYMBOLS, NOTES, AND ABBREVIATIONS
ELEC	SINGLE-LINE DIAGRAM
ELEC	ELECTRICAL SITE PLAN
ELEC	BUILDING ELECTRICAL PLAN
ELEC	ELECTRICAL DETAILS
ELEC	PANEL AND LIGHTING SCHEDULES
EIC	PSCP4 ELEVATION
EIC	TYPICAL SHEET 1 (PS, UPS, OVERHEAD PANEL FUNCTIONS, SPARES)
EIC	TYPICAL SHEET 2 (INSTRUMENTATION: LS, LIT, FIT)
EIC	TYPICAL SHEET 3 (COMBUSTABLE GAS SENSORS, SAIL SWITCH, MISSION 123)
EIC	TYPICAL SHEET 4 (VFD, SCREW SUCKER PUMP, MOTORS)
PID2	Revise existing Communication Block Diagram
PID12	Revise existing Pumpstation PID to add PS4

Total Sheet Count - 50

Budget



Budget

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

Exhibit B -- Project Budget

City of Gig Harbor
Sewage Lift Station #4A Replacement Project
Project Budget

		Shannon Thompson	April Whittaker	James Dugan	Gary Maynard	Kelli Lambert	Bob Sullivan	Damon McAlister	Ray Nickel or QC Eng.	David Kopchynski	Cliff West	Steve Wagner	Gary White	Oskar Agustsson	David Wilson	Joel Linke	Blaine Hardy	Dean Zavack	CADD	Word Processor	Average Multiplier	Survey	BCRA	HWA	AIA	Task Sub Totals	Phase Totals	
		Owner Rep/Project Manager	Project Controls Specialist	Project Principal	Permitting Lead	Planner	Senior Scientist Fisheries	Engineer Lead	Senior Engineer Mechanical	Senior Engineer	Designer IV	Senior Engineer Structural	Senior Engineer Electrical	Senior Engineer Civil	Engineer II Electrical	Engineer III	Engineer IV	Engineer III										
Project Management	Expenses \$ 2,500.00	\$ 135.00	\$ 75.00	\$ 180.00	\$ 180.00	\$ 95.00	\$ 145.00	\$ 165.00	\$ 180.00	\$ 175.00	\$ 140.00	\$ 180.00	\$ 180.00	\$ 165.00	\$ 110.00	\$ 120.00	\$ 140.00	\$ 120.00	\$ 95.00	\$ 65.00	Sub Totals PMX					\$ 65,050.00	\$ 65,050.00	
Phase 01																												
Public Outreach																										\$ 7,890.00	\$ 7,890.00	
Environmental Compliance and Permitting	\$ 350.00				44	180	24												20		\$ 30,750.00	\$ 7,210.00	\$ 28,811.00			\$ 66,771.00	\$ 85,711.00	
Survey																						\$ 8,400.00				\$ 8,400.00		
Record Survey																						\$ 2,650.00				\$ 2,650.00		
Phase 02 Design																												
Conceptual Design								20	23		38	8	1	15	4	32			28	28	2	\$ 27,285.00	\$ 4,820.00	\$ 29,260.00		\$ 61,365.00		
Lift Station Design & Equipment Procurement	\$ 3,000.00							103	78	13	116	121	10	104	91		157	134	176	80	\$ 163,280.00	\$ 39,014.00	\$ 720.00		\$ 203,014.00	\$ 269,824.00		
Operation & Maintenance Manual			8					10	10	5											8	\$ 5,445.00				\$ 5,445.00		
Phase 03 Construction Support and Management																												
Engineering Support	\$ 2,000.00							24	64			14		56	72	52	56	64	10		\$ 59,870.00	\$ 5,220.00	\$ 5,015.00	\$ 8,000.00	\$ 78,105.00			
Construction Management Support	\$ 3,600.00		375	235																		\$ 71,850.00				\$ 71,850.00	\$ 149,955.00	
Construction Observation Support		City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided	City Provided		
Phase 04 Management Reserva (Directed Services)																												
As directed by the City																						\$ 15,000.00				\$ 15,000.00	\$ 15,000.00	
Phase 05 Warranty																												
Two year warranty service		50	30					25														\$ 13,125.00				\$ 13,125.00	\$ 13,125.00	
	\$ 11,450.00	775	477	0	44	180	24	182	175	18	154	143	11	175	167	84	213	226	234	90	3,372	\$ 15,000.00	\$ 11,050.00	\$ 64,154.00	\$ 34,546.00	\$ 37,260.00	\$ 598,665.00	\$ 598,665.00

Notes:
 Radio Telemetry Included in this budget
 Habitat Management Plan Included in this budget
 As Directed Services Included
 Warranty Services included in this budget
 Detailed Cost Estimating Included in this budget (BCRA SUB)
 Single Bore vs. Double Bore
 O&M Manuals included
 No Markup on Sub consultants



Subject: Wastewater Treatment Plant Phase 1 Improvement Project
--Deductive Change Order No. 6 for Prospect Construction, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute this final deductive Change Order No. 6 with Prospect Construction, Inc. in the deductive amount of **(\$16,196.67)** (including sales tax).

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: July 11, 2011

Exhibits: Deductive Change Order No. 6
Budget Estimate Summary

Concurred by Mayor: Initial & Date CLH 7/7/11
Approved by City Administrator: RJK
Approved as to form by City Atty: approval via email 7/7/11
Approved by Finance Director: [Signature]
Approved by Department Head: [Signature] 7/6/11

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$500,000	Required \$0

INFORMATION / BACKGROUND

A number of bid items for this project came in under the estimated contract value, including Change Order No. 5 which included a re-mobilization fee that was not used for the Clarifier #2, resulting in a deductive amount to the contract of **(\$14,941.58)** without sales tax and **(\$16,196.67)** with sales tax.

This final deductive Change Order in the credit amount of **(\$16,196.67)** reconciling all remaining bid items back to the City for this project.

FISCAL CONSIDERATION

The contract for this project was originally awarded to Prospect Construction on January 28, 2009 in the amount of \$10,883,949.00. The combined cumulative Change Orders on this project including this deductive one amounts to \$1,040,906.03 (including retail sales tax) for a revised total contract amount of \$11,924,855.03. Approved Change Orders No. 3 and 4 provided for the additional final clarifier and its mechanical equipment in the amount of \$904,938.37. This clarifier change order was at the request of the City and if one subtracts out this change order from the cumulative total results, in a net effective realized change order total of \$135,967.66, which equates to a realized just over one percent in extra costs, which on a project of this complexity and a constrained work site is exemplary. Attached is an exhibit which depicts the estimated overall project savings. As the final project costs are now being reconciled, it is projected that the overall final project savings will be in excess of over \$122,000, which is a reflection of the hard work and dedication of a multitude of individuals working together in conjunction with the contractor to ensure a high quality product was being delivered to the City at a fair and reasonable price.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve and authorize the execution of Change Order No. 6 with Prospect Construction, Inc. for the WWTP Phase 1 Improvement Project in the deductive amount of **(\$16,196.67)**, which results in a combined and final construction cost of \$11,920,771.23, including retail sales taxes.



WWTP Phase 1 Expansion Budget Estimate Summary (CSSP-0702)

Design			Obligated funds	Project Balance
Design Services Incl Pre Engineering Report	Cosmopolitan Engineering Group	\$1,261,651	\$1,261,651	\$0
Design Review Services	Parametrix, Inc.	\$185,090	\$185,090	\$0
Cultural Resources Services	CRC	\$3,795	\$3,795	\$0
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
<i>subtotal</i>		\$1,460,536	\$1,450,536	\$10,000

Construction				
Project Management				
Project Management	Cosmopolitan Engineering Group-	\$907,511	\$907,511	\$0
Material Testing	CTL	\$53,612	\$53,612	\$0
Project Assistance	Parametrix, Inc.	\$950,482	\$950,482	\$0
SCADA Design & Programming	AIA	\$221,816	\$221,816	\$0
Cultural Resource Consultants	CRC	\$13,500	\$13,500	\$0
Surveying Services	Prizm	\$5,580	\$5,580	\$0
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
<i>subtotal</i>		\$2,162,501	\$2,152,501	\$10,000

Construction				
Construction Contract	Prospect Construction Co.	\$10,883,949	\$10,883,949	\$0
10% contingency		\$1,088,496	\$1,040,906	\$47,590
Centrifuge	Purchased by City (Alfa Laval)	\$270,458	\$270,458	\$0
Blowers	Purchased by City (APG Neuros)	\$333,148	\$333,148	\$0
Austin St. detour improvements		\$54,642	\$0	\$54,642
Waterline Extension (constr. complete)	Pape & Sons	\$76,955	\$76,955	\$0
City Building Permit Fees		\$104,844	\$104,844	\$0
<i>subtotal</i>		\$12,812,492	\$12,710,260	\$102,232

Total Estimated Design & Construction Costs	\$16,435,529	\$16,313,297	\$122,232
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Funding Sources	
PWTF Loan	\$10,000,000
DOE Grant + CTED Grant	\$3,500,000
PWTF Design Loan (already rec'd & spent by City)	\$765,000
Costs already paid by City through 2009 (above the PWTF Design Loan amount)	
Revenue Bond 2009	\$2,170,529

Revised: June 30, 2011

Total Funding	\$16,435,529
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CONTRACT CHANGE ORDER (CCO) NO. 006

Project Name: Wastewater Treatment Plant (WWTP) Phase 1 Improvement
Contractor: Prospect Construction Inc.

Date: 2011, 06-03

Project No.: CSSP-0702

DESCRIPTION OF WORK

You are hereby requested to comply with the following changes from the contract Plans and specifications:

Such work will be compensated by: check one or more of the following as applicable Increase or Decrease in bid items; Force Account; Negotiated Price: The described work affects the existing contract items and/or adds and/or deletes bid items as follows:

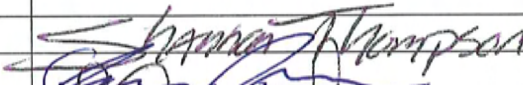
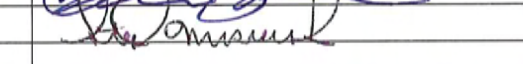

3A	Hours required for Other Traffic Control Labor line Item were under the estimated contract value. A reduction of scope to close the contract is required giving the city a credit of 42 hours which equates to a credit of \$1890.00.
3B	Hours required for Flaggers and Spotters line Item were under the estimated contract value. A reduction of scope to close the contract is required giving the city a credit of 189 hours which equates to a credit of \$8505.00.
10	Removal of Unsuitable Materials line Item were under the estimated contract value. A reduction of scope to close the contract is required giving the city a credit of 374 Cubic yards which equates to a credit of \$374.00.
16	This Force Account bid Item is a contract allowance or contingency that is used during the course of construction for minor City directed changes, differing site conditions for which the City determines that the Contractor is due additional compensation. All Force Account authorized changes are essential work items that required to be completed as part of the prosecution of the work as well as maintaining project schedule. Without a Force Account allowance, all changes would have to be approved by City Council in advance of completion of the work, which would add overall contract delay to the overall contract schedule. Original Force Account balance was \$200,000.00. Change Order #002 increased the amount by \$75,000.00 and Change order #005 added \$25,000.00 for a current contract amount of \$300,000.00. At project close, the total amount used to date was \$299,921.42 giving the City a credit in the amount of \$78.58
NA	Change Order 05 included a re-mobilization fee that was not used as the equipment for clarifier #02 arrived before anticipated so continuous construction could be realized giving the City a credit of \$3767.00
11	Structural Fill to Replace Unsuitable Material line Item were under the estimated contract value. A reduction to the line item to close the contract is required giving the City a credit of 327 Cubic yards which equates to a credit of \$327.00.

Item No.	Description	WCD #		Qty.	Unit	\$ Cost Per Unit	\$ Cost	Net \$ Cost	Adj. Days	
1	3A	Other Traffic Control Labor	NA	Orig.	100	HR	\$45.00	\$4,500.00		
				Rev.	58	HR	\$45.00	\$2,610.00	(\$1,890.00)	0
2	3B	Flaggers and Spotters	NA	Orig.	520	HR	\$45.00	\$23,400.00		
				Rev.	331	HR	\$45.00	\$14,895.00	(\$8,505.00)	0
3	10	Removal of Unsuitable material	NA	Orig.	500	CY	\$1.00	\$500.00		
				Rev.	126	CY	\$1.00	\$126.00	(\$374.00)	0
4	16	Force Account	NA	Orig.	1	LS	\$300,000.00	\$300,000.00		
				Rev.	1	LS	\$299,921.42	\$299,921.42	(\$78.58)	0
5	NA	Change Order 05 Re-Mobilization Fee	NA	Orig.	1	LS	\$3,767.00	\$3,767.00		
				Rev.	1	LS	\$0.00	\$0.00	(\$3,767.00)	0
6	11	Structural Fill to Replace Unsuitable Material	NA	Orig.	500	CY	\$1.00	\$500.00		
				Rev.	173	CY	\$1.00	\$173.00	(\$327.00)	0
7				Orig.	0		\$0.00	\$0.00		
				Rev.	0			\$0.00	\$0.00	0
8				Orig.	0		\$0.00	\$0.00		
				Rev.	1			\$0.00	\$0.00	\$0.00
								Total	(\$14,941.58)	0

ORIGINAL CONTRACT		CURRENT CONTRACT		Est. Net Change	Total Change Orders,	Est. contract After This
				This Change Order	Including This One	Change Order
\$10,040,543.00		\$11,015,730.00		(\$14,941.58)	\$960,245.42	\$11,000,788.42
Sales tax	\$10,883,949.00	\$11,941,051.71		(\$16,196.67)	\$1,040,906.04	\$11,924,855.03
DAYS:	540	DAYS: 612		DAYS: 0	DAYS: 72	DAYS: 612

Please Note that the Sales Tax was rounded up in the original contract by 0.39

All work, materials and measurements to be in accordance with the provisions of the original contract and/or the standard specifications and special provisions for the type of construction involved. The payments and/or additional time specified and agreed to in this order include every claim by the Contractor for any extra payment or extension of time with respect to the work described herein, including delays to the overall project.

APPROVED BY:	SIGNATURE:	DATE:
PROJECT ENGINEER		
OWNERS REPRESENTATIVE		6/24/11
CONTRACTOR		6/24/11
CITY ENGINEER		7/6/11
CITY MANAGER		
CITY COUNCIL APPROVAL DATE:		



Subject: Austin Creek Estuary Park Improvements (CPP-1124) – Consultant Services Contract/ Final Design, Environmental Permitting, Bid Document Preparation and Construction Management Services

Proposed Council Action: Approve and authorize the Mayor to execute a Consultant Services Contract with Parametrix in the amount of \$52,885.

Dept. Origin: Public Works/Engineering

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

For Agenda of: July 11, 2011

Exhibits: Consultant Services Contract and Exhibits A & B

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty: *approve via email 7/7/11*

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 7/7/11

RSK

approve via email 7/7/11

[Signature]

[Signature] 7/11

Expenditure Required	Amount	Amount Budgeted	Appropriation Required
\$52,885		\$325,000	\$0

INFORMATION / BACKGROUND

In 2008, the City received a state RCO grant in the amount of \$325,000 to develop Austin Estuary Park. Improvements include a pedestrian trail from the street-face with a connection to the Museum and the proposed pocket park, interpretive signage, a viewing platform, fencing (upgrade existing chain link along the parcel line), tree buffers and native vegetation, estuary restoration, wildlife habitat enhancements and seating. Street improvements include entrance delineation, curb-sidewalk & gutter improvements, ADA parking, utilities, lighting and signage. A soft-landing for kayaks and hand-powered watercraft will be part of the site improvements. This project was originally scheduled as part of the Donkey Creek Project. The RCO grant agreement requires an expedited construction schedule to meet a February 2012 deadline and the need for Council approval of this contract at this time is critical to maintaining the project completion schedule.

A Request for Qualifications (RFQ) to solicit consultants for this project as well as for the completion of the final design, permitting, and construction management services for the adjoining Donkey Creek Estuary and related transportation improvements was issued and staff interviewed two responding firms. Parametrix was selected as the most qualified firm to perform this scope of work. A future and separate contract for that portion of the work is expected to be brought to Council for ratification on July 25th. The contract brought to Council on July 25th will also contain a cost reimbursement request for work completed to date by Parametrix pertaining to the preparation and presentation of materials at the July 11th Council meeting and other project related components in request to the Council direction to City staff to provide this additional information.

FISCAL CONSIDERATION

Funding for this work will come from and be reimbursed through the Washington State Recreation and Conservation Office (RCO) grant fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a Consultant Services Contract with Parametrix in the not-to-exceed amount of \$52,885.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, a Corporation organized under the laws of the State of Washington located and doing business at 2102 No. Pearl St., Ste. 106, Tacoma, WA 98406 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Austin Creek Estuary Park Improvements Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated July 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 Fifty Two Thousand Eight Hundred Eighty-Five Dollars and No Cents (\$52,885.00) 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 – Scope of Work**, 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 – Project Budget**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 31, 2012; 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:
Parametrix
ATTN: Shannon Thompson, Project Manager
2102 No. Pearl St., Ste. 106
Tacoma, WA 98406
(253) 752-9862 cell (360) 271-9207

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

SCOPE OF WORK

City of Gig Harbor

Austin Creek Estuary Park Improvements

OVERALL PROJECT MANAGEMENT

Project management will provide coordination between the City staff, City officials, and the design team members. The project manager shall be an extension of the City staff and its officials, the City Engineer, and the general public acting as an agent and on behalf of the City. The project manager will work to move the schedule and team forward in a timely, consistent and responsive manner – with the overarching goal of accomplishing the project goals of content, schedule and budget.

TASK 1 - ENVIRONMENTAL COMPLIANCE

Objective

Conduct environmental analysis and prepare documentation to comply with the State Environmental Policy Act (SEPA) and City of Gig Harbor SEPA Ordinance (Gig Harbor Municipal Code Title 18.04), and prepare permit applications to obtain project approval from the Washington State Department of Fish and Wildlife (WDFW), and from the City of Gig Harbor (City).

Approach

- Prepare a draft and final SEPA environmental checklist with supporting technical materials for review.
- Delineate the Ordinary High Water Mark around the park shoreline. Prepare a habitat management assessment and plan Submit SEPA, OHW delineation/report and habitat assessment and plan for City review.
- Prepare a JARPA application and attachments for submittal to WDFW for a Hydraulic Project Approval
- Prepare documentation for the City for a Shoreline Substantial Development Permit, which includes site plan and design review approval.
- Prepare a City Flood Hazard Permit application.
- Respond to requests for additional information from the permit authorities and maintain regular communication to track permit progress.
- Attend two permit coordination meetings with city staff and/or Fish and Wildlife or other permitting agencies

SCOPE OF WORK (CONTINUED)

Deliverables

- Draft and final versions of the SEPA Environmental Checklist with supporting materials.
- Habitat Assessment and Management Plan.
- OHW Delineation Report.
- HPA application (JARPA form).
- Flood Hazard Permit application.

Assumptions

- The SEPA determination will be either a Mitigated Determination of Non-Significance (MDNS) or Determination of Non-Significance (DNS). (The project will not require an EIS.)
- The City will be responsible for publishing SEPA notifications including the SEPA determination in the paper of record.
- Section 401 of the Clean Water Act (Section 401 Water Quality Certification) and the Coastal Zone Management Act (Coastal Management Zone Consistency Determination) are not required (no federal money for this project).
- Section 106 permit is not required
- Cultural Resources Assessment will be completed in conjunction with Donkey Creek Estuary.
- Building permit is not required.

TASK 2 – PRELIMINARY DESIGN – (7/12 -7/15)

Objective

Prepare preliminary site plan for review with City.

Approach

- Conduct one site visit to observe and document site characteristics and influences.
- Attend one meeting with City to discuss project background, and design criteria.

Deliverables

- Preliminary site plan for review with City providing horizontal locations of major existing and proposed site features.

SCOPE OF WORK (CONTINUED)

Assumptions:

- The site visit and client meeting will occur on the same day.
- Two Parametrix staff will attend the site meeting.
- Client will provide comments on the concept design within 3 business days.
- Existing concept design files are suitable for developing preliminary design drawings.

TASK 3 – 30% DESIGN, PLAN PREPARATION & SUBMITTAL – (8/1)

Objective

Utilize approved preliminary site plan to prepare a 30% design level package for City review and comment. Provide 30% design to support HPA, shoreline permit, and habitat management plan submittals.

Approach

- Prepare 30% design level package containing the following sheets:
 - Site Clearing/TESC
 - Materials Placement Plan
 - Planting/Habitat Restoration Plan
 - Pedestrian Plan (trail or raised boardwalk)
 - Public Works Frontage improvements and signage Plan, including on-site parking
 - Construction Details & Notes (2 sheets)
- Prepare 30% level Opinion of Cost
- Parametrix landscape architect will attend one redline review meeting with City
- Provide up to 4 hours of technical support during permitting cycle to respond to inquiries from permitting agencies, City Council, or the public.

Deliverables

- One set of 11x17 30% design level plans for City review & comment.
- One 30% level opinion of cost

Assumptions:

- 30% design submittal is sufficient for HPA, Shoreline and Habitat Management Plan; no additional figures required as part of design work.

SCOPE OF WORK (CONTINUED)

- Existing concept design base maps are sufficient for developing design drawings and engineering plans. Topographic surveys are not required.
- Survey work will not be required
- Grading plan will not be required.
- Modification to existing utilities or design of proposed utilities is not required
- Permanent stormwater management and design is not required
- One meeting at the City.
- Hand-powered boat launch location will be identified on plan sheets but not designed as part of this submittal.

Task 4 – 90% Design, Plan Preparation & Submittal – (9/15)

Objective

Utilize City comments from 30% submittal to prepare a 90% design level package for City review and comment.

Approach

- Prepare 90% design level package containing the following sheets:
 - Site Clearing/TESC
 - Materials Placement Plan
 - Planting/Habitat Restoration Plan
 - Pedestrian Plan
 - Public Works Frontage improvements and signage Plan, including on-site parking
 - Construction Details & Notes (2 sheets)
- Incorporate comments from permitting agencies
- Prepare 90% level Opinion of Cost
- Prepare 90% level project specifications
- Attend one redline review meeting with City

Deliverables

- One set of half size 11x17 90% design level plans for City review & comment.
- One 90% level project specifications
- One 90% level opinion of cost

SCOPE OF WORK (CONTINUED)

Assumptions:

- One meeting at the City

TASK 5 – CONSTRUCTION DOCUMENTS PREPARATION (10/1)

Objective

Utilize City comments from 90% submittal to prepare a construction document package for City use in bidding purposes.

Approach

- Prepare construction document package containing the following sheets:
 - Site Clearing/TESC
 - Materials Placement Plan
 - Planting/Habitat Restoration Plan
 - Public Works Frontage improvements and signage Plan, including on-site parking
 - Pedestrian Plan
 - Construction Details & Notes (2 sheets)
- Prepare final Opinion of Cost
- Prepare final project specifications

Deliverables

- Bid-ready engineering plans and construction specifications.

Assumptions

- City will provide contract language for inclusion with the bid specifications
- City will advertise the project and conduct bid evaluation and contract award
- Technical specifications will be provided as special provisions to WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- Artwork for interpretive sign will be provided by others

SCOPE OF WORK (CONTINUED)

TASK 6 – CONSTRUCTION ADMINISTRATION

Objective

To support the City during project Construction on an ‘On-Call’ basis.

Approach

- Conduct site visit(s), submittal reviews, RFI responses as needed based upon City request.

Deliverables

- Field notes and RFI records, as required

Assumptions

- City will provide construction management and construction inspection
- 24 hours of Engineering support during Construction Administration, including 2 site visits

Exhibit B – Project Budget

City of Grig Harbor
Austin Creek Estuary
Project Budget

	Shannon Thompson Owner Rep/Project Manager	April Whittaker Project Controls Specialist	James Dugan Project Principal	Gary Maynard Permitting Lead	Kelli Lambert Planner	Bob Sullivan Senior Scientist Fisheries	Peter Battuello Senior Consultant	Matt Maynard Wetland Ecologist	Jens Swenson Planner IV	Steve Wagner Senior Engineer Structural	Damon McAlister Senior Engineer Civil	CADD	Word Processor	Task Totals
Expenses	\$ 135.00	\$ 75.00	\$ 180.00	\$ 180.00	\$ 95.00	\$ 145.00	\$ 180.00	\$ 110.00	\$ 140.00	\$ 180.00	\$ 135.00	\$ 95.00	\$ 65.00	\$ 4,640.00
Project Management	20	16	3											Sub Totals PMX \$ 4,640.00
Phase 01 Environmental Compliance														
Environmental Compliance				32	50	4		30	4	6				\$ 15,160.00
Preliminary Design								8						\$ -
30% Design						4	4	40	24	10	16	24		\$ 12,560.00
90% Design						4	4	40	24	4	12	24		\$ 10,940.00
Construction Documents Preparation								16	8	2	2	8		\$ 3,630.00
Phase 02 Construction Support and Management														\$ 500.00
Engineering Support							2	8			2			\$ 1,750.00
Construction Management Support	10	5	2											\$ 2,085.00
Construction Observation Support														\$ 500.00
City Provided	30	21	5	32	50	4	10	30	112	16	32	60	6	\$ 500.00
City Provided	\$ 4,050.00	\$ 1,575.00	\$ 900.00	\$ 5,760.00	\$ 4,750.00	\$ 580.00	\$ 1,800.00	\$ 3,300.00	\$ 15,680.00	\$ 2,880.00	\$ 4,320.00	\$ 5,700.00	\$ 390.00	\$ 52,885.00
City Provided	\$ 4,050.00	\$ 1,575.00	\$ 900.00	\$ 5,760.00	\$ 4,750.00	\$ 580.00	\$ 1,800.00	\$ 3,300.00	\$ 15,680.00	\$ 2,880.00	\$ 4,320.00	\$ 5,700.00	\$ 390.00	\$ 52,885.00

14 of 14



October Service Reduction

Focusing on Efficiency & Ridership

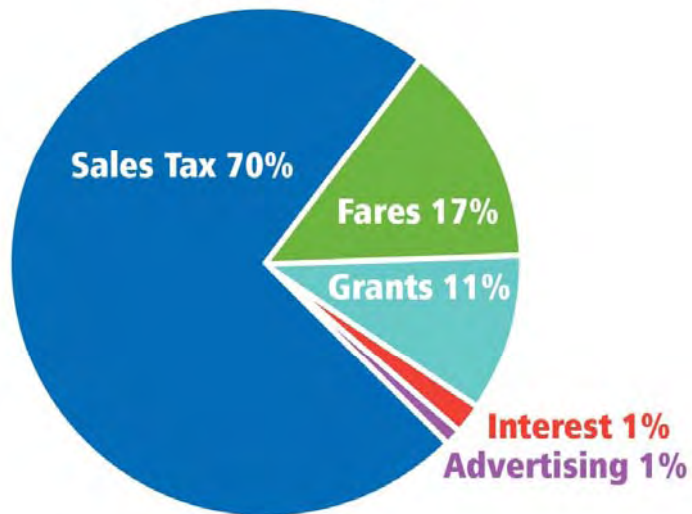
July, 2011



Why service cuts are necessary:

2010 Funding

REVENUES



Cost Savings & Cuts

SINCE START OF RECESSION IN 2008

- 2 Rounds of Layoffs, a 22% total Reduction in Management
- 8% Service Reductions
- 2 Fare Increases in 2009 & 2010
- Suspension of Special Event Service
- Eliminated Cost of Living & Step Wage Increase since 2009 for Non-Represented Employees
- Increase in Employee Medical & Dental Benefit Contribution
- Capital Facilities Projects Delayed

\$89 Million
IN SAVINGS

October 2, 2011 Service Reduction

Focusing on Efficiency & Ridership

- Efficiency
- Higher ridership
- Routes that connect to high ridership service
- Regional connections where possible

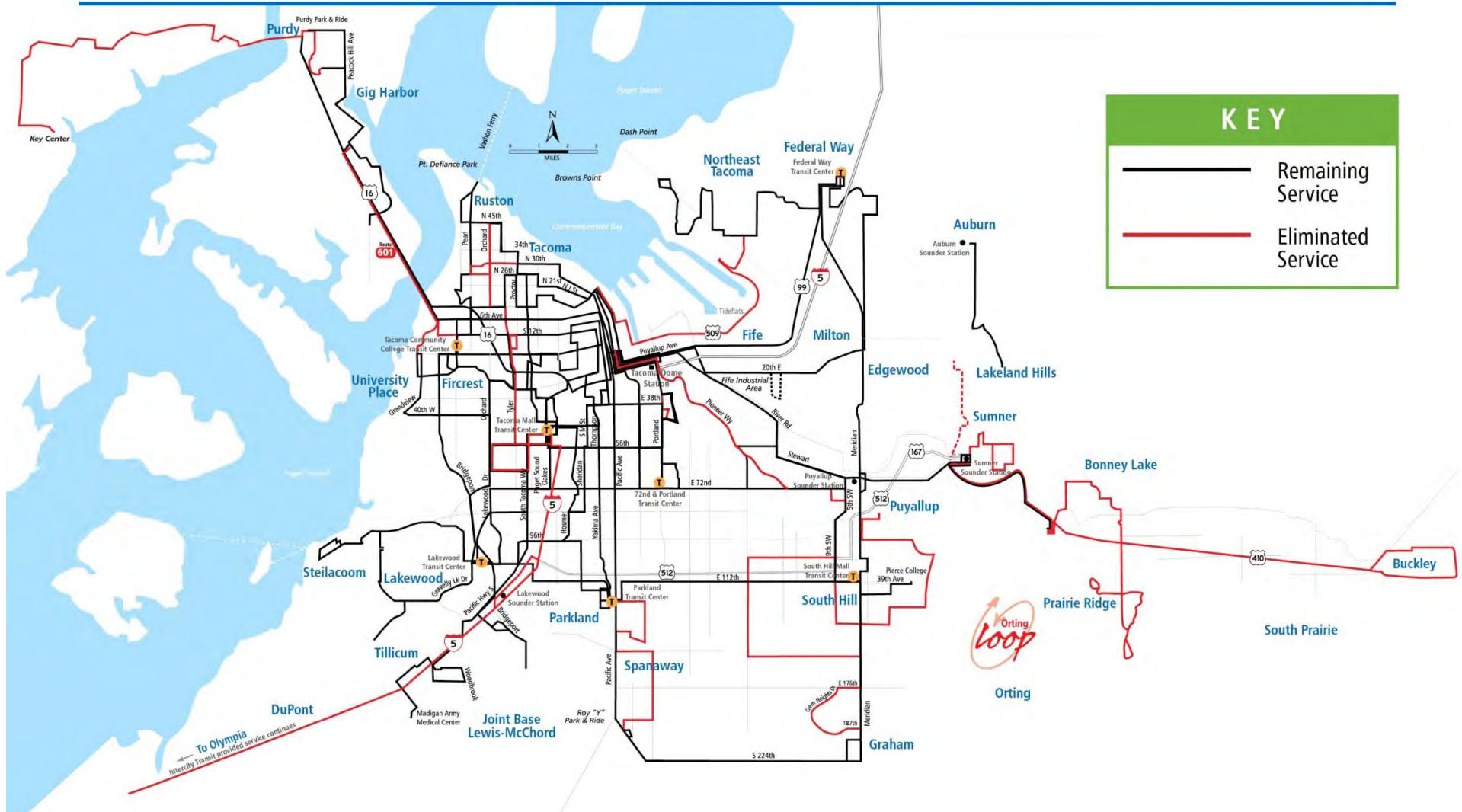
Service Reductions Comparison

	Today's Service	Rejected Reduction Plan	October Reduction Focusing on Efficiency
Estimated Annual Passenger Trips	(2010) 14.1 Million	10.5 Million	11.4 - 11.8 Million
Estimated Change in Passenger Trips		-3.6 Million -26%	-2.3 to -2.7 Million -16% to -19%
Estimated Cost Per Passenger	\$ 9.00	\$ 6.00 - 33%	\$ 5.00 - 44 %
Estimated Passengers Per Service Hour	23	26 + 15%	27 + 20%



October Service Reduction effective October 2, 2011

Focusing on Efficiency & Ridership



The following routes will be eliminated due to low performance:

Tacoma

- Route 26 Martin Luther King Jr. Way
- Route 59 Manitou
- Route 61 NE Tacoma
(Route 62 connects NE Tacoma to Pacific Hwy)
- Route 220 Orchard Street
(Route segments from Route 220 merged with Route 51)
- Route 603A Tacoma-Olympia

Gig Harbor / Peninsula

- Route 113 Key Peninsula Bus PLUS
- Route 601 Kimball-Olympia

Parkland / Spanaway

- Route 444 Parkland-Spanaway Bus PLUS

Puyallup

- Route 413 Wildwood
- Route 446 Canyon Rd – South Hill Bus PLUS
- Route 490 South Hill-Tacoma
(Route 400 provides this connection)

East Pierce County including:

Bonney Lake / Buckley / Sumner / Orting

- Route 406 Buckley
- Route 407 Prairie Ridge
- Route 408 Sumner-Bonney Lake
- Orting Loop

Note: ½% of Pierce Transit's 2010 annual passenger trips were from the East Pierce County area.



Transit Service in Gig Harbor Effective October 2nd

Route 100 Gig Harbor - hourly with reduced hours of service.

Approximate hours of service:

Weekdays: 6:30am–8:30pm Saturdays: 9am–5pm Sundays: 9am–5pm

Route 102 Gig Harbor –Tacoma Express - service frequency is reduced to approximately hourly service in AM and PM commute times only.

Four morning trips leave Purdy Park & Ride at 5:16 am, 6:06 am, 7:00 am and 7:45 am. Four evening trips start at Division & Martin Luther King Jr. St at 3:05 pm, 4:05 pm, 4:35 pm, and 5:05 pm.

Approximate hours of service:

Weekdays: 5am–9am & 3pm–6pm Saturdays: no service Sundays: no service

Route 113 Key Peninsula Bus PLUS is eliminated.

Route 601 Olympia Express service operated by Pierce Transit is eliminated.

Intercity Transit continues to operate its regularly scheduled service.

See Pierce Transit's Route 100 and 102 for possible connections from Kimball Park & Ride to Intercity Transit's Olympia Express service.

Route 603A Olympia Express service operated by Pierce Transit is eliminated.

(renamed Route 602 in June 2011) Intercity Transit continues to operate its regularly scheduled service Route 603.

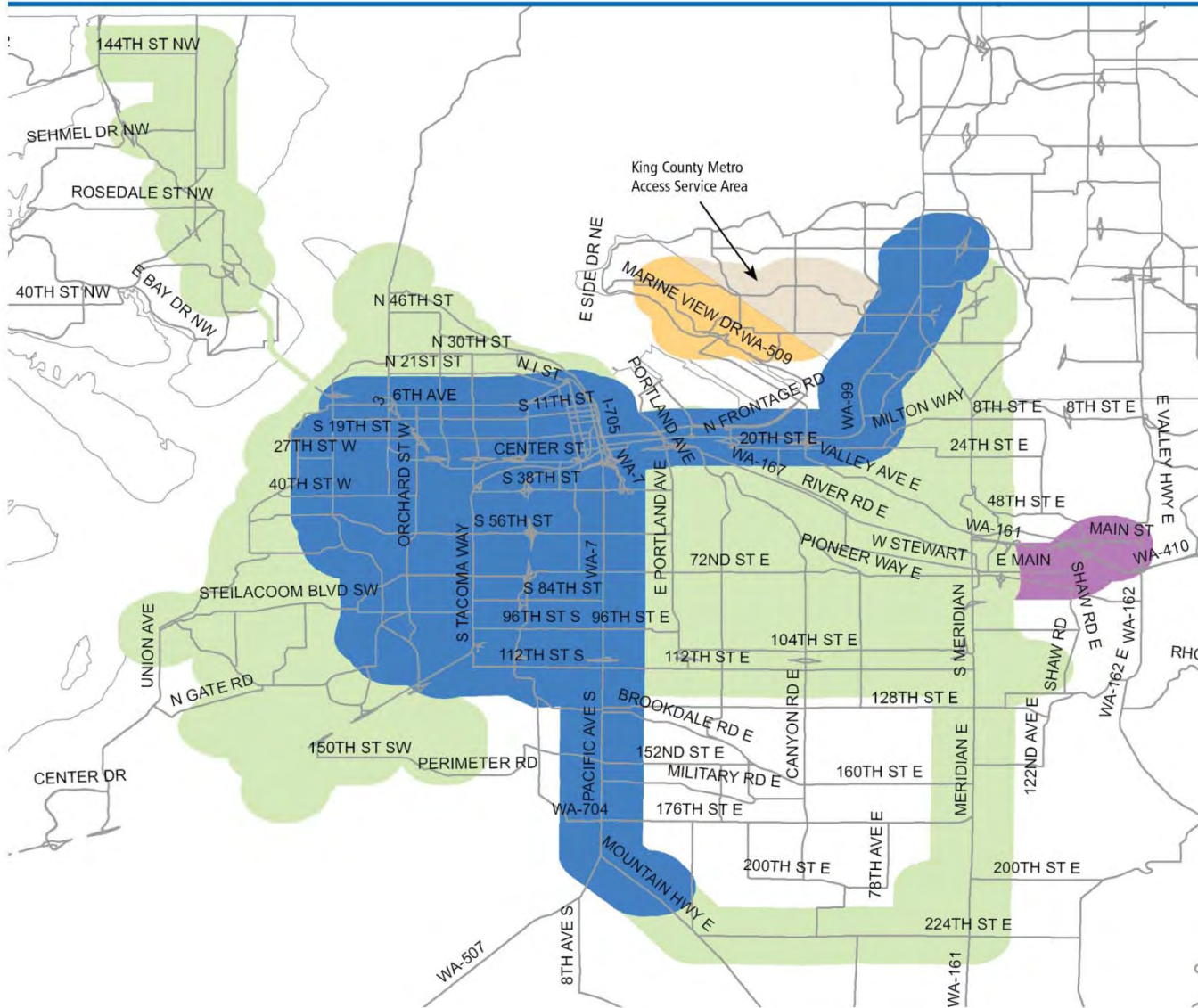
To the extent possible, the plan maintains transportation connections:

When the most people are riding
Where the most people are traveling

- Getting people to work & school
- Connecting regional destinations & business districts
- Connecting to regional transportation services
- Providing access for military and veterans



SHUTTLE Boundary effective October 2, 2011



- SHUTTLE Boundary around Routes 1, 2, 3 & 500**
 Weekdays 5am – 11pm
 Saturdays 6am – 11pm
 Sundays 7am – 9pm

- SHUTTLE Boundary around Route 62**
 Weekdays 6 – 9am
 3 – 6pm

- SHUTTLE Boundary around Route 409**
 Weekdays 6am – 6pm

- SHUTTLE Boundary around most other Local Routes**
 Weekdays 6am – 9pm
 Saturdays 8am – 8pm
 Sundays 9am – 5pm

Service Reductions Timeline

June

July

Aug

Sept

Oct

June 12 20% Service Reduction Implemented

June 13 PT Board Adopts October Service Reduction

Service Provider Summit

Outreach & Communication on October Service Reduction

Final Service Reduction Starts October 2, 2011



Additional Resources

See the plans in detail: www.piercetransit.org



Subject: Adoption of Updated Commute Trip Reduction Plan – Second Reading.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

Proposed Council Action:

For Agenda of: July 11, 2011

Motion to adopt this Commute Trip Reduction Plan Ordinance.

Exhibits: Ordinance

Concurred by Mayor: CLH 7/5/11 Initial & Date

Approved by City Administrator: RJK

Approved as to form by City Atty: e-mail 6/30/11

Approved by Finance Director: RF 7/1

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

In 1991, the Washington State Legislature enacted the Transportation Demand Management Act and the city adopted Ordinance No. 669 to comply with the requirements of a jurisdiction with an affected employer (CenturyTel). CenturyTel was later able to demonstrate that they were not affected because their employees reported to different locations. The definition of affected employer states 100 or more full-time employees at a *single worksite* who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays per week for at least twelve continuous months. Council then adopted Resolution 430 removing Gig Harbor from the requirement as a city with an affected employer. The ordinance remained in the code.

With the completion of St. Anthony Hospital, the City of Gig Harbor was once again a jurisdiction with an affected employer. Council adopted a resolution in 2009 as the first step in updating the plan to be in compliance with state law. The attached ordinance will adopt the updated Commute Trip Plan that has been approved by Pierce County, WSDOT, and Puget Sound Regional Council.

FISCAL CONSIDERATION

In 2009, Council adopted an Interlocal Agreement with Pierce County to administer the program for the city in exchange for the city's share of state funds (approximately \$3500 over a two-year period). This has been working well.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the Commute Trip Reduction Plan Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REPEALING CHAPTER 10.28, COMMUTE TRIP REDUCTION PLAN OF THE GIG HARBOR MUNICIPAL CODE, ADOPTED BY ORDINANCE 669, AND ADOPTING NEW CHAPTER 10.28 GHMC, COMMUTE TRIP REDUCTION PLAN IN ACCORDANCE WITH REVISIONS MADE TO RCW 70.94.521 THROUGH 70.94.551.

WHEREAS, the Commute Trip Reduction Act (RCW 70.94.521-551) requires Pierce County affected jurisdictions to develop and implement a Commute Trip Reduction (CTR) Plan; and

WHEREAS, the City of Gig Harbor adopted Ordinance No. 669 on April 11, 1994 to adopt a Commute Trip Reduction Plan; and

WHEREAS, the City of Gig Harbor had one employer which later provided evidence that it was no longer an affected employer as defined in GHMC 10.28.030(B) and Gig Harbor City Council adopted Resolution No. 430, formally removing Gig Harbor as a city in Pierce County with an affected employer; and

WHEREAS, the City of Gig Harbor is once again an affected employer and Resolution No. 802 was adopted on September 14, 2010 reinstating the existing Commute Trip Reduction Plan as codified in Chapter 10.28 GHMC; and

WHEREAS, the 2006 Washington State Legislature made several revisions to RCW 70.94.521-551; and

WHEREAS, on March 28, 2007, at an employer workshop, CTR-affected employers discussed the benefits of employer based CTR programs, identified barriers to decreasing drive alone commute trips and identified possible solutions needed to shift mode split; and

WHEREAS, the drafting of a CTR plan was a cooperative effort between Pierce County, Pierce Transit and the other CTR-affected cities of DuPont, Fife, Lakewood, Puyallup, Tacoma and University Place; and

WHEREAS, Washington State Department of Transportation reviewed and approved the City of Gig Harbor's Draft CTR Plan on May 10, 2010; and

WHEREAS, the Puget Sound Regional Council reviewed and approved the City of Gig Harbor's Draft CTR Plan for regional consistencies on February 8, 2011; and

WHEREAS, the governor appointed Washington State Commute Trip Reduction Board unanimously approved the City of Gig Harbor's Draft CTR Plan on April 22, 2011; and

WHEREAS, on June 20, 2011, Jennifer Kester, Senior Planner for the City of Gig Harbor, concluded that the proposed CTR Plan relates solely to government procedures and is, therefore, exempt from SEPA review;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1 Repeal. Chapter 10.28 GHMC and Ordinance No. 669 are hereby repealed in their entirety.

Section 2. Adoption of New Code. Chapter 10.28 GHMC, Gig Harbor Commute Trip Reduction is adopted as shown in Exhibit A. attached hereto and incorporated herein by reference.

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

Section 4. Effective Date. This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council of the City of Gig Harbor, this _____.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

Angela Belbeck, City Attorney

FILED WITH THE CITY CLERK: 06/21/11
PASSED BY THE CITY COUNCIL: 07/11/11
DATE PUBLISHED: 07/20/11
DATE EFFECTIVE: 07/25/11

Exhibit 'A'

CHAPTER 10.28
COMMUTE TRIP REDUCTION

Sections:

- 10.28.010 Purpose and Intent.
- 10.28.020 Definitions.
- 10.28.030 City Commute Trip Reduction Plan.
- 10.28.040 Responsible Official/Agency.
- 10.28.050 Applicability.
- 10.28.060 Notification of Applicability.
- 10.28.070 Employer Program Requirements.
- 10.28.080 Program Modifications and Exemptions.
- 10.28.090 Review of Commute Trip Reduction Programs.
- 10.28.100 Enforcement and Penalties.
- 10.28.110 Appeals of Administrative Decisions.
- 10.28.120 Commute Trip Reduction Program for Employees of City Government.

10.28.010 Purpose and Intent.

The purpose of this Chapter is to promote the public health, safety, and general welfare by establishing goals and requirements for employers to implement Commute Trip Reduction programs in accordance with RCW 70.94.521-551. The City recognizes the importance of increasing citizens' awareness of climate changes, air quality, energy consumption, and traffic congestion and the contribution individual actions can make toward addressing these issues. The intent of this Chapter is to achieve the following objectives:

1. To improve air quality, reduce traffic congestion, and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single-occupant vehicle (SOV) for the commute trip.
2. To make optimal use of existing and planned transportation facilities to minimize development costs and preserve business opportunities in Gig Harbor, Pierce City and the State of Washington.
3. To adopt a cooperative and coordinated approach to reducing the number of SOV trips and average vehicle miles traveled (VMT) to ensure consistency regarding CTR policies and implementation.
4. To treat affected employers in a fair and reasonable manner.

10.28.020 Definitions.

The following definitions shall apply in the interpretation and enforcement of this Chapter:

- A. "Affected Employee" means a full-time employee who begins his or her regular workday at a single worksite covered by the Commute Trip Reduction Plan between 6 a.m. and 9 a.m. (inclusive) on two (2) or more weekdays for at least fifty-two (52) continuous weeks. Independent contract employees are excluded.

Seasonal agriculture employees, including seasonal employees of processors of agricultural products, are excluded from the count of affected employees. Construction workers who work at a construction site with an expected duration of less than two (2) years are excluded from this definition.

- B. "Affected Employer" means an employer who employs one hundred (100) or more affected employees.
- C. "Affected Employer Worksite" means a building or group of buildings that are on physically contiguous parcels of land or on parcels separated solely by private or public roadways or rights-of-way, and at which there are one hundred (100) or more affected employees.
- D. "Alternative Commute Mode" refers to any means of commuting other than that in which the single-occupant motor vehicle is the dominant mode, including teleworking/telecommuting and compressed work week schedules that result in the reduction of commute trips.
- E. "Carpool" means a motor vehicle occupied by two (2) to four (4) people of at least sixteen (16) years of age traveling together for their commute trip that results in the reduction of a minimum of one (1) motor vehicle commute trip.
- F. "Commute Trip" means a trip that is made from a worker's home to a worksite.
- G. "CTR" is the abbreviation of Commute Trip Reduction.
- H. "Commute Trip Reduction (CTR Plan)" means the adopted City of Gig Harbor plan and ordinance to regulate and administer the CTR Programs of affected employers.
- I. "CTR Program" means an employer's strategies to reduce employees' SOV trips and average VMT per employee.
- J. "Compressed Work Week" means a full-time employee work schedule that allows an employee to eliminate at least one (1) workday every two (2) weeks by working more hours during the remaining days, resulting in fewer commute trips by the employee. Examples would include working four (4) workdays per week or nine (9) workdays in two weeks. Compressed work weeks are understood to be an ongoing arrangement.
- K. "Day" means calendar day.
- L. "Dominant Mode" means the mode of travel used for the greatest distance of a commute trip.
- M. "Employee Transportation Coordinator" means a designated person who is responsible for the development, implementation and monitoring of an employer's CTR Program.
- N. "Employer" means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, City, district or other individual or entity, whether public, nonprofit, or private, that employs workers.
- O. "Flex-Time" is a flexible work schedule which is a mutual agreement between the employee and the employer to choose the work time, but not the number of working hours. Flex-time is understood to be an ongoing arrangement.
- P. "Full-Time Employee" means a person other than an independent contractor, scheduled to be employed on a continuous basis for fifty-two (52) weeks for an average of at least thirty-five (35) hours per week.
- Q. "Good Faith Effort" means that an employer has met the minimum

requirements identified in RCW 70.94.534(2) and this Chapter and is working collaboratively with the City to continue its existing CTR Program or is developing and implementing program modifications likely to result in improvements to its CTR Program over an agreed upon length of time.

- R. "Implementation" or "Implement" means active pursuit by an employer to achieve the CTR goals of RCW 70.94.521-.551 and this Chapter.
- S. "Mode" means the type of transportation used by employees, such as single-occupant motor vehicle, rideshare vehicle (carpool, vanpool), transit, train, ferry, bicycle, compressed work week schedules, teleworking/telecommuting, and walking.
- T. "Newly Affected Employer" refers to an employer that is not an affected employer upon the effective date of this Chapter but who becomes an affected employer subsequent to the effective date of this Chapter.
- U. "Proportion of Single-Occupant Vehicle Trips" means the number of commute trips over a set period made by employees in SOVs divided by the number of potential trips taken by employees working during that period.
- V. "Single-Occupant Vehicle" or "SOV" means a motor vehicle occupied by one (1) person for commute purposes, including a motorcycle.
- W. "Single Worksite" means a building or group of buildings on physically contiguous parcels of land or on parcels separated solely by private or public roadways or rights-of-way.
- X. "Teleworking/telecommuting" means the authorization of an employee to work from home, satellite office or from a teleworking center, thus eliminating a commute trip or reducing the distance traveled in a commute trip by at least half of the employee's regular commute distance.
- Y. "Transit" means a multiple-occupant vehicle operated on a shared-ride basis, including bus, ferry, or rail.
- Z. "Transportation Management Organization (TMO)" or "Transportation Management Association (TMA)" means a group of employers or an association representing a group of employers in a defined geographic area. A TMO/TMA may represent employers within specific city limits, or may have a sphere of influence that extends beyond city limits.
- AA. "Vanpool" means a vehicle occupied by five (5) to fifteen (15) people of sixteen (16) or more years of age traveling together for their commute trip that results in the reduction of motor vehicle trips.
- BB. "Vehicle Miles Traveled (VMT) Per Employee" means the sum of the individual vehicle commute trip lengths in miles made by affected employees over a set period divided by the number of affected employees during that period.
- CC. "Week" means a seven-day calendar period, starting on Sunday and continuing through Saturday.
- DD. "Weekday" means any day of the week except Saturday or Sunday.
- EE. "Writing," "Written," or "In Writing" means original signed and dated documents. Facsimile (fax) transmissions and electronic transmissions are a temporary notice of action that must be followed by the original signed and dated via mail or delivery.

10.28.030 City CTR Plan.

The City has a variety of responsibilities pursuant to the requirements of RCW 70.94.521-551. The City CTR Plan addresses these responsibilities and establishes the goals for the City and the CTR-affected employers and is incorporated herein by reference.

10.28.040 Responsible Official/Agency.

The City Administrator and the Employee Transportation Coordinator are jointly responsible for implementing this Chapter.

10.28.050 Applicability.

- A. Affected Employer. The provisions of this Chapter shall apply to any affected employer at any single worksite within the limits set forth in the City CTR Plan.

- B. Change in Status as an Affected Employer. Any of the following changes in an employer's status may change the employer's CTR Program requirements:
 - 1. Change from Affected to a Non-affected Status. If an employer initially designated as an affected employer no longer employs one hundred (100) or more affected employees and expects not to employ one hundred (100) or more affected employees for the next twelve (12) months, that employer is no longer an affected employer. It is the responsibility of the employer to notify the City in writing that it is no longer an affected employer and provide supporting evidence.
 - 2. Change in Status within a Twelve (12) Month Period. If an employer drops below the threshold and then returns to the threshold level of one hundred (100) or more affected employees within the same twelve (12) months, that employer will be considered an affected employer for the entire twelve (12) months, and will be subject to the program requirements as other affected employers.
 - 3. Change in Status after a Twelve (12) Month Period. If an employer drops below the threshold and then returns to the threshold level of one hundred (100) or more affected employees twelve (12) or more months after its change in status to an "unaffected" employer, that employer shall be treated as a newly affected employer.

- C. Newly Affected Employers.
 - 1. Identification. Newly affected employers must identify themselves to the City within thirty (30) days of either moving into the boundaries as set forth in the City CTR Plan or growing in employment at a worksite to one hundred (100) or more affected employees. It is the responsibility of the employer to notify the City of its affected employer status. Newly affected employers who do not identify themselves within thirty (30) days will be considered to be in violation of this Chapter.
 - 2. Survey. Newly affected employers shall perform a baseline measurement within ninety (90) days after the adoption of the CTR Program. The employer

shall utilize the State provided survey measurement tool or State approved equivalent format and strive to achieve at least a seventy percent (70%) response rate from employees at the worksite. Employers who do not perform a baseline measurement within ninety (90) days of receiving written notification that they are subject to this Chapter are in violation of this Chapter.

3. Program Development. Not more than ninety (90) days after receiving notification of the results of the baseline measurement, the newly affected employer shall develop and submit a CTR Program to the City, utilizing the format provided by the City. The program shall be developed in consultation with the City to be consistent with the goals of the CTR Plan. Employers who do not submit their CTR Program within ninety (90) days are in violation of this Chapter.
4. Implementation. The program shall be implemented not more than ninety (90) days after approval by the City. Employers who do not implement an approved CTR Program within ninety (90) days are in violation of this Chapter.

10.28.060 Notification of Applicability.

- A. Notice to Known Affected Employers. Known affected employers located in the City shall receive written notification that they are subject to this Chapter and any revisions to this Chapter. Such notice shall be by certified mail or delivery, return receipt, addressed to the company's chief executive officer, senior official, or CTR manager at the work site. Such notification shall be delivered thirty (30) days after the adoption of the Chapter or any revisions to the Chapter.
- B. Self-Identification of Affected Employers. Employers who, for whatever reasons, do not receive notice within thirty (30) days of adoption or amendment of this Chapter shall identify themselves to the City within sixty (60) days of the adoption of this Chapter.
- C. Notification of Non-Applicability. The employer shall notify the City, in writing, the non-applicability of this Chapter to their worksite.

10.28.070 Employer Program Requirements.

An affected employer shall make a good faith effort as defined in RCW 70.94.534(2) and this Chapter to develop and implement a CTR Program that will encourage their employees to reduce VMT per employee and SOV trips. The employer shall provide effective staffing levels and financial resources to support the following employer requirements:

- A. CTR Program Description Requirements.
The CTR program description presents the strategies to be undertaken by an employer to achieve the CTR goals for each goal year. Employers are encouraged to consider innovative strategies and combine program elements in a manner that will best suit their location, site characteristics, business type, and employees' commuting needs. Employers are further encouraged to cooperate with each other and to form or use transportation management organizations in developing and implementing CTR programs.

At a minimum, the employer's description must include:

1. General description of the employment site location, transportation characteristics, and surrounding services, including unique conditions experienced by the employer or its employees;
2. Number of employees affected by the CTR program;
3. Documentation of compliance with the mandatory CTR program elements;
4. Description of the additional elements included in the CTR program; and
5. Schedule of implementation, assignment of responsibilities, and commitment to provide appropriate resources.

A. Employee Transportation Coordinator.

1. The employer shall designate an Employee Transportation Coordinator to administer the CTR Program. The coordinator or designee's name, location, and telephone number must be displayed prominently at each affected worksite. The coordinator shall oversee all elements of the employer's CTR Program and act as liaison between the employer and the City.
2. Employers with multiple affected worksites located in the city shall have effective program administration at each affected worksite.
3. An employer may utilize the Employee Transportation Coordinator services of a TMO/TMA. If a TMO/TMA is utilized, the employer shall still be responsible for meeting all the requirements of RCW 70.94.521-551 and this Chapter.

B. Information Distribution.

1. Information about alternatives to SOV commuting as well as a summary of the employer's CTR Program shall be provided to employees at least once a year.
2. All new employees at the time of hire or during the employer's new hire orientation shall receive information about alternatives to SOV commuting, a summary of the employer's CTR Program and information to access a ridematching database.
3. At least quarterly, the Employer shall provide information to employees about commute options, employer program elements, or Citywide/statewide commuter services, programs and events.
4. At least once a year the employer shall conduct a transportation event or promotional campaign.

C. Emergency Ride Home. The employer shall offer to its employees an emergency ride home program that guarantees employees a free ride home in emergency situations when they use alternative commute modes.

D. Additional Program Elements Designed to Achieve the Goals. In addition to the specific program elements described above, employer CTR Programs shall include, but are not limited to, one or more of the following measures:

1. Provide preferential parking for high-occupancy vehicles;
2. Reduce parking charges for high-occupancy vehicles;
3. Institute or increase parking charges for SOV commuters;
4. Eliminate free parking;

5. Decrease the number of parking stalls within the constraints of the parking code regulations;
6. Provide a parking incentives program such as a rebate for employees who do not use the parking facilities;
7. Provide commuter ride matching services to facilitate employee ride-sharing for commute trips;
8. Provide subsidies for transit, rail, or vanpool fares and/or passes;
9. Provide subsidies for carpools, walking, bicycling, telework/telecommuting or compressed work week schedules;
10. Provide incentives for employees who do not drive alone to work;
11. Provide vans for vanpools;
12. Permit the use of the employer's vehicles for carpooling or vanpooling;
13. Permit the use of the employer's vehicles for emergency ride home or personal errands;
14. Establish a flex-time policy;
15. Establish a compressed work week schedules policy;
16. Establish a telework/telecommute policy;
17. Cooperate with transit providers to provide additional regular or express service to the worksite;
18. Construct a special loading and unloading facilities for transit, carpool, and vanpool users;
19. Provide bicycle parking facilities, changing areas, showers and clothes lockers for employees who bicycle or walk to work;
20. Implement other measures designed to facilitate the use of high-occupancy vehicles, such as on-site services like a cafeteria or day care facility;
21. Other ideas that facilitates the reduction of SOV trips.

E. CTR Program Reporting.

1. Quarterly Reporting. Affected employers shall submit to the City a quarterly progress report in accordance with the format provided by the City.
2. Due Dates for Quarterly Reporting. First quarter (January, February and March), Second Quarter (April, May and June) and Third Quarter (July, August and September) reports shall be due ten (10) days past the end of the quarter. Fourth quarter (October, November, and December) reports shall be due the second Wednesday in December.
3. Annual Reporting. Affected employers shall review their CTR Program and implementation progress by submitting an annual report with the City in accordance with the format provided by the City. The annual report shall outline the strategies undertaken by an employer to achieve the CTR for the reporting period and the strategies to be undertaken for the next reporting year. The employer should evaluate the effectiveness of the CTR Program, and, if necessary, propose modifications to achieve the CTR goals.
4. Due Date for Annual Reporting. All annual reports shall be due by the second Wednesday of December.
5. Annual Reporting Extension. An employer may request an extension of up to thirty (30) days for submitting the annual report. The request shall be made in writing to the City no less than fifteen (15) days prior to the due date.

- F. Biennial Survey Measure of Employee Commute Behavior. In addition to the baseline measurement, employers shall conduct a program evaluation as a means of determining worksite progress toward meeting CTR goals. As part of the program evaluation, the employer shall utilize the State provided survey measurement tool or state approved equivalent format and strive to achieve at least a seventy percent (70%) response rate from employees at the worksite. The City will establish a citywide measurement schedule that will require employers to conduct the measurement survey on a two (2) year cycle. Depending on when a newly affected employer is identified, a baseline survey and measurement survey may be required during the established measurement schedule. For the purpose of this Chapter, an employer shall not be required to survey more than once in a twelve (12) month period.
- G. Record Keeping. Affected employers shall maintain a copy of official correspondences between the employer and the City, measurement results, and all supporting documentation for the descriptions and assertions made in any CTR report to the City for a minimum of forty-eight (48) months. The City and the employer shall agree on the record keeping requirements as part of the accepted CTR Program.

10.28.080 Program Modifications and Exemptions.

- A. At any time, any affected employer may request that the City grant a modification from a CTR Program requirement other than designation of the Employee Transportation Coordinator, information distribution, surveying, and annual reports.
- B. Modification of individual program measures shall not exempt an affected employer from complying with other required program measures.
1. Employee Adjustment. Groups of employees (1) who are required to drive alone to work as a condition of employment, or (2) employees who work variable shifts throughout the year and do not rotate as a group to identical shifts may be exempted from a worksite's survey measurement. Affected employees who are exempted from a worksite's CTR Program shall be counted when determining the total number of affected employees at the worksite.
 2. Hardship. A one (1) year program waiver may be granted only if an affected employer demonstrates extraordinary circumstances, such as bankruptcy, and is unable to implement any measures that would reduce the proportion of SOV trips or average VMT per employee.
- C. Affected Employer May Request a CTR Program Modification or Waiver at Any Time. The City shall review such requests and notify the employer of its decision in writing within thirty (30) days of the date the written request is received. The City shall review annually all modifications and exemptions and shall determine whether they will remain in effect during the following program year.

10.28.090 Review of CTR Programs.

- A. Newly Affected Employer. The first annual report submitted by a newly affected employer shall be accepted by the City as long as it addresses necessary baseline information and all required elements.
- B. Review and Evaluation. The City's review and evaluation shall address the employer's good faith efforts toward meeting the CTR goals. Programs may be deemed acceptable or unacceptable based on the employer's progress in reducing commute trips, as measured by reduction in SOV trips or reduction in average VMT. The employer shall provide adequate information and documentation of program implementation when required by the City.
- C. Document Review. Within ninety (90) days of the date the City receives an employer's annual report, the City shall provide the employer with written notification of whether a CTR Program is deemed acceptable or unacceptable. If the CTR Program is deemed unacceptable, the notification must give cause for the rejection. The City may extend the review period up to ninety (90) days. If the review period is extended, the implementation date for the employer's CTR Program shall be extended an equivalent number of days.
- D. Review Criteria. The City shall use the following criteria to determine whether an affected employer shall be required to make modifications to its CTR Program.
 - 1. If an employer makes a good faith effort, as defined in RCW 70.94.534(2) and this chapter, and meets or exceeds either the applicable SOV or VMT reduction goal, the employer has satisfied the objectives of this Chapter, and will not be required to modify its CTR Program.
 - 2. If an employer makes a good faith effort, as defined in RCW 70.94.534(2) and this chapter, but fails to meet both the applicable SOV and VMT reduction goals, the City shall work collaboratively with the employer to implement program modifications likely to result in improvements to the program over an agreed upon length of time.
 - 3. If an employer fails to make a good faith effort, as defined in RCW 70.94.534(2) and this chapter, and fails to meet both the applicable SOV and VMT reduction goals, the City shall work collaboratively with the employer to identify modifications to the CTR Program and shall direct the employer to revise its program accordingly and submit the revised program to the City within thirty (30) days.
- D. Request for Conference. Within ten (10) days of receipt of written notice for an unacceptable CTR Program, the City or employer may request a conference to discuss the City's decision. This conference shall be scheduled during City official hours.
- E. Implementation of CTR Program Modifications. If the City proposes modifications to an affected employer's CTR Program due to the CTR Program's unacceptability, the affected employer shall have thirty (30) days to

submit a revised CTR Program that includes the proposed or other mutually agreed modifications.

- F. Employer Intent to Modify. The employer shall notify the City in writing of its intent to substantially change or modify its approved program. Within thirty (30) days, the City shall review the request. If found unacceptable, the City shall work collaboratively with the employer to design program modifications likely to result in improvements to the program over an agreed upon length of time.
- H. Leadership Certificate. Employers who meet at least one (1) goal will receive a CTR Certificate of Leadership from the City.

10.28.100 Enforcement and Penalties.

- A. Compliance. For purposes of this Chapter, compliance shall mean fully implementing all provisions in an approved CTR Program or making a good faith effort as defined in RCW 70.94.534(2) and this Chapter.
- B. Violations. The following constitute violations of this Chapter:
 - 1. Failure to develop and/or submit a complete program by the applicable deadlines as stated in this Chapter.
 - 2. Failure to implement an approved CTR Program by the applicable deadlines as stated in this Chapter.
 - 3. Failure to modify an unacceptable CTR Program by the applicable deadlines as stated in this Chapter.
 - 4. Failure of an affected employer to identify itself to the City within sixty (60) days of the effective date of this Chapter.
 - 5. Failure of a newly affected employer to identify itself to the City within thirty (30) days of becoming an affected employer.
 - 6. Failure to submit quarterly and annual reports by the applicable deadlines as stated in this Chapter.
 - 7. Failure to complete the survey measurement by the applicable deadlines as stated in this Chapter.
 - 8. Failure to maintain CTR Program records.
 - 9. Intentionally submitting fraudulent or false information, data and/or survey results.
- C. Penalties.
 - 1. No affected employer with an approved CTR program which has made a good faith effort may be held liable for failure to reach the applicable drive alone or VMT goal;
 - 2. Violation of this Chapter shall constitute a civil infraction subject to a penalty of two hundred fifty dollars (\$250.00).
 - 3. Each day of failure to implement the program is a continuing offense and shall constitute a separate violation;
 - 4. An affected employer shall not be liable for civil penalties if failure to implement an element of a CTR program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable

laws where the issue was raised by the employer and pursued in good faith. Unionized employers shall be presumed to act in good faith compliance if they:

- a) Propose to a recognized union any provision of the employer's CTR program that is subject to bargaining as defined by the National Labor Relations Act; and
- b) Advise the union of the existence of the statute and the mandates of the CTR program approved by the City of Gig Harbor and advise the union that the proposal being made is necessary for compliance with state law RCW 70.94.531.

10.28.110 Appeals of Administrative Decisions.

- A. Employers may file a written appeal of the City's final decision regarding the following actions:
 1. Rejection of an employer's proposed program.
 2. Denial of an employer's request for a waiver or modification of any of the requirements under this Chapter or a modification of the employer's program.
- B. Such appeals must be filed with the City within fifteen (15) calendar days after the City sends a notice of final decision to the employer.
- C. Timely appeals shall be heard by the City's Hearing Examiner. Determinations on appeals shall be based on whether the decision being appealed was consistent with the state law.

10.28.120 CTR Program for Employees of City Government.

In accordance with RCW 70.94.521-.551, the City shall implement a CTR Program for City employees. A copy of the City's CTR Program is on file at the Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, WA 98335.

City of Gig Harbor Commute Trip Reduction Plan



June 2011



Subject: Parking Regulations – 2nd reading

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Rob Karlinsey

Adopt the ordinance

For Agenda of: July 11, 2011

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

CLH 6/29

Approved by City Administrator:

RBK 6/29

Approved as to form by City Atty:

via email

Approved by Finance Director:

CP 6/29

Approved by Department Head:

Expenditure Required	Amount Budgeted	Appropriation Required
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INFORMATION / BACKGROUND

Given that street parking is limited in downtown Gig Harbor, the Gig Harbor Historic Waterfront Association has approached the City and requested time limits on street parking in certain locations in Gig Harbor's downtown. Parking time limits should improve parking circulation by reducing longer-term parking and thereby increase parking turnover and availability. In certain locations, two-hour parking should allow visitors and residents enough time to shop and dine without being required to move their vehicle. Several thirty-minute parking spaces should provide for more rapid turnover and availability of high demand street parking, especially near locations where brief shopping experiences are more frequent.

Proposed locations of two-hour and thirty-minute parking spaces are included in the attached ordinance. Under the discretion of the City Engineer, actual locations of two-hour and thirty-minute parking spaces may be less than authorized in the attached ordinance.

FISCAL CONSIDERATION

The proposed fine for violating the parking ordinance is \$25 and an additional \$25 for failure to respond or appear.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKING REGULATIONS; ADOPTING A NEW CHAPTER 10.06 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, street parking is limited in downtown Gig Harbor; and

WHEREAS, parking time limits will improve parking circulation by reducing longer-term parking and thereby increase parking turnover and availability; and

WHEREAS, two-hour parking is necessary to allow visitors and residents enough time to shop and dine without being required to move their vehicle; and

WHEREAS, 30-minute parking provides for more rapid turnover and availability of high demand street parking, especially near locations where brief shopping experiences are more frequent; and

WHEREAS, Section 308-330-270(5) of the Washington Administrative Code, adopted by the City under GHMC 10.04.005, authorizes the Gig Harbor City Council to regulate parking of vehicles at all times; and

WHEREAS, the Gig Harbor City Council desires to adopt parking regulations to accomplish the goals set forth above; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter 10.06 - Adopted. A new chapter 10.06 of the Gig Harbor Municipal Code is adopted to read as follows:

**Chapter 10.06
PARKING REGULATIONS**

Sections:

- 10.06.010 Definitions
- 10.06.020 City engineer--authority
- 10.06.030 Parking prohibited at certain times
- 10.06.040 Restricted parking
- 10.06.050 Tire markings; reparking in same zone
- 10.06.060 Owner responsible
- 10.06.070 Violation--penalty

10.06.010 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

“Block” means the area comprised of properties along each side of a street between two intersections.

“Park” or “parking” means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

“Parking zone” means any continuous section on the same street or either side of the street having the same parking time restriction.

“Right-of-way” or “street” means any highway, avenue, lane, road, drive, place, boulevard, alley, right-of-way, way, sidewalk, planting or parking strip, shoulder and every way or place in the city of Gig Harbor open as a matter of right to public vehicular travel or parking or other similar public use.

“Vehicle” means every device capable of being moved upon a public roadway and in, upon, or by which any persons or property is or may be transported or drawn upon a public roadway, whether licensed or unlicensed, including boat trailer with or without a boat situated thereon and marine vehicle trailered or nontrailered.

10.06.020 City engineer--authority.

The city engineer shall, in a manner consistent with this chapter, locate and post, by official sign or marking upon the pavement or curb, restricted parking zones within the city rights-of-way where required to regulate parking. Such restrictions may include, but not be limited to, the prohibition of parking at all times, the prohibition of parking at certain times, the limitation of parking by durational limit, and such other restrictions as the city engineer may determine to be necessary to ensure the availability of safe and efficient parking.

10.06.030 Parking prohibited at certain times.

When official signs, markings or other devices are erected or placed upon any rights-of-way or any portion thereof regulating parking by vehicles, no person shall park a vehicle or cause a vehicle to remain on any rights-of-way in violation of such signs, markings or other devices.

10.06.040 Restricted parking.

A. 30-Minute Parking. The owner or operator of a vehicle shall not park such vehicle for a longer continuous time than 30 minutes of any day in areas described in subsection D below and identified with signs or markings upon the pavement or curb.

B. Two-Hour Parking. The owner or operator of a vehicle shall not park such vehicle for a longer continuous time than two hours of any day

in areas described in subsection D below and identified with signs or markings upon the pavement or curb.

C. The limitations in this section shall not relieve any person from the duty to observe more restrictive official signs prohibiting or limiting parking of vehicles in specified places or at specified times.

D. Restricted parking areas are as follows:

Thirty-Minute Parking			
Street	From	To	# Spaces
Pioneer Way	Harborview Drive	Judson Street	2
Harborview Drive	Rosedale Street	Pioneer Way	2
Harborview Drive	Dorotich Street	Rosedale Street	2
Harborview Drive	Pioneer Way	Soundview Drive	1
N. Harborview Drive	Burnham Drive	Peacock Hill Avenue	2

Two-Hour Parking (Except where thirty-minute parking is designated)		
Street	From	To
Harborview Drive	Soundview Drive	Dorotich Street
Pioneer Way	Harborview Drive	Judson Street
North Harborview Drive	Burnham Drive	Peacock Hill Avenue

10.06.050 Tire markings; reparking in same zone.

A. Obliterating Tire Markings. It is unlawful to conceal, obliterate, or erase markings on vehicle tires made by a parking enforcement officer or police officer for the purpose of recording parking time.

B. Where a time limit is established by official signs, no vehicle may be reparked on either side of the same street in the restricted time zone in order to extend the vehicle's parking time beyond the time limits established. For purposes of this section, a vehicle shall be deemed to be reparked and in violation of this section despite any movement of the vehicle unless the vehicle is moved to another street with a different street name than the street the vehicle was originally parked upon. It is no defense that the vehicle had been moved out of the zone for less than one hour before reparked in that zone.

10.06.060 Owner responsible.

A. Every person in whose name a vehicle is registered shall be responsible for any violation of this chapter caused by the parking of the vehicle in violation of this chapter.

B. It shall be no defense that the vehicle was parked illegally by another, unless proof is presented that the vehicle has been stolen and had not been returned to the registered owner by the date of the violation.

C. This section shall not apply to registered owners transferring vehicle ownership who have complied with RCW 46.52.140 prior to the date of the violation.

10.06.070 Violation--Penalty.

A. Unless otherwise designated, every person convicted of a violation of any provision of this chapter shall be guilty of a civil infraction and shall be subject to a monetary penalty in the amount of twenty-five dollars. Each act in violation of any of the provisions hereof shall be deemed a separate offense.

B. Any person who fails to respond or appear on any violation of any provision of the Gig Harbor Municipal Code set forth in this chapter shall be assessed a failure to respond or appear fee in the amount of twenty-five dollars as authorized under RCW 46.63.110(4).

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force and effect five 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 July, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

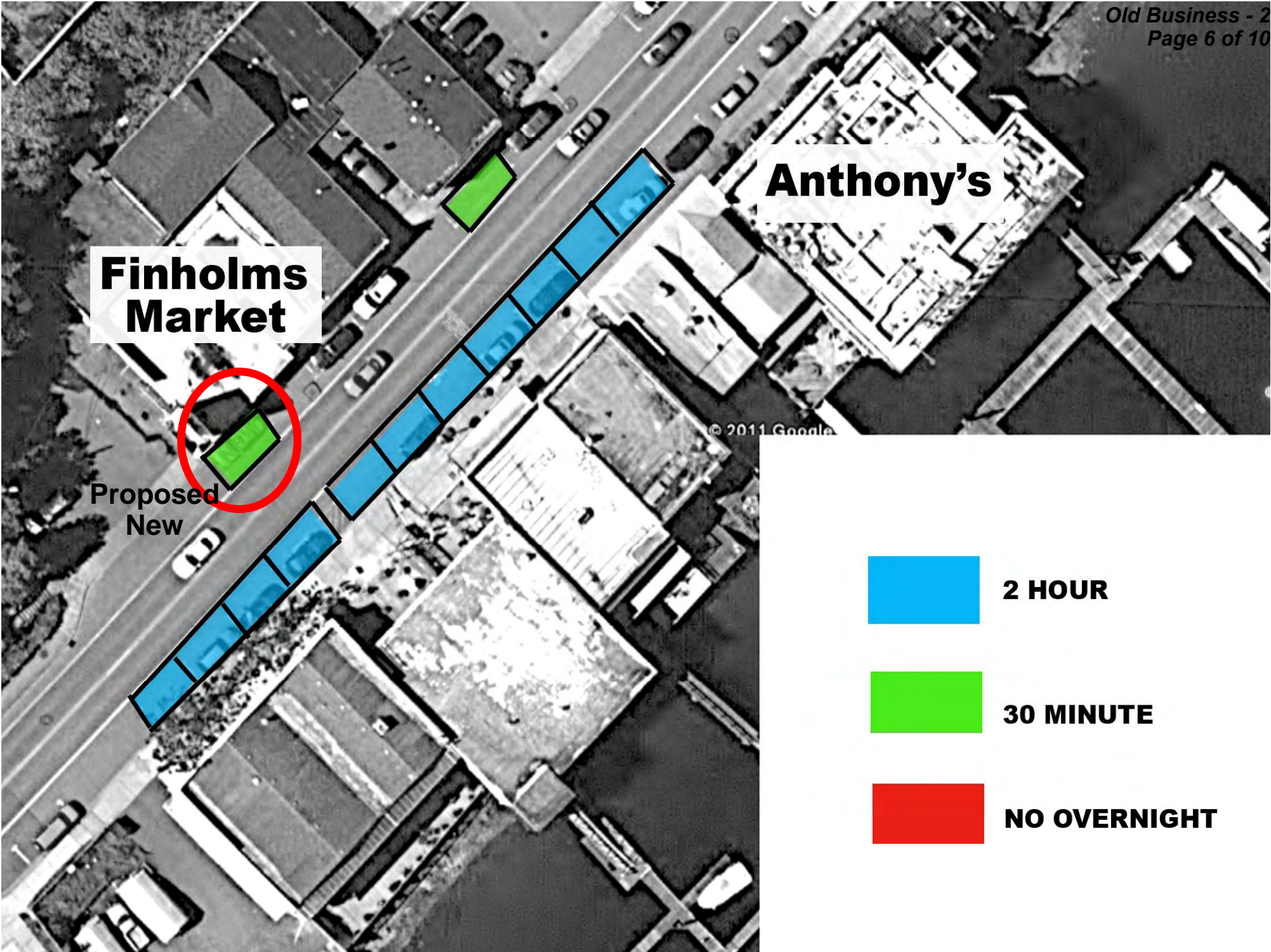
ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

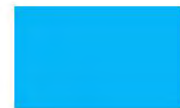
FILED WITH THE CITY CLERK: 06-22-11
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



**Finholms
Market**

Anthony's

Proposed
New



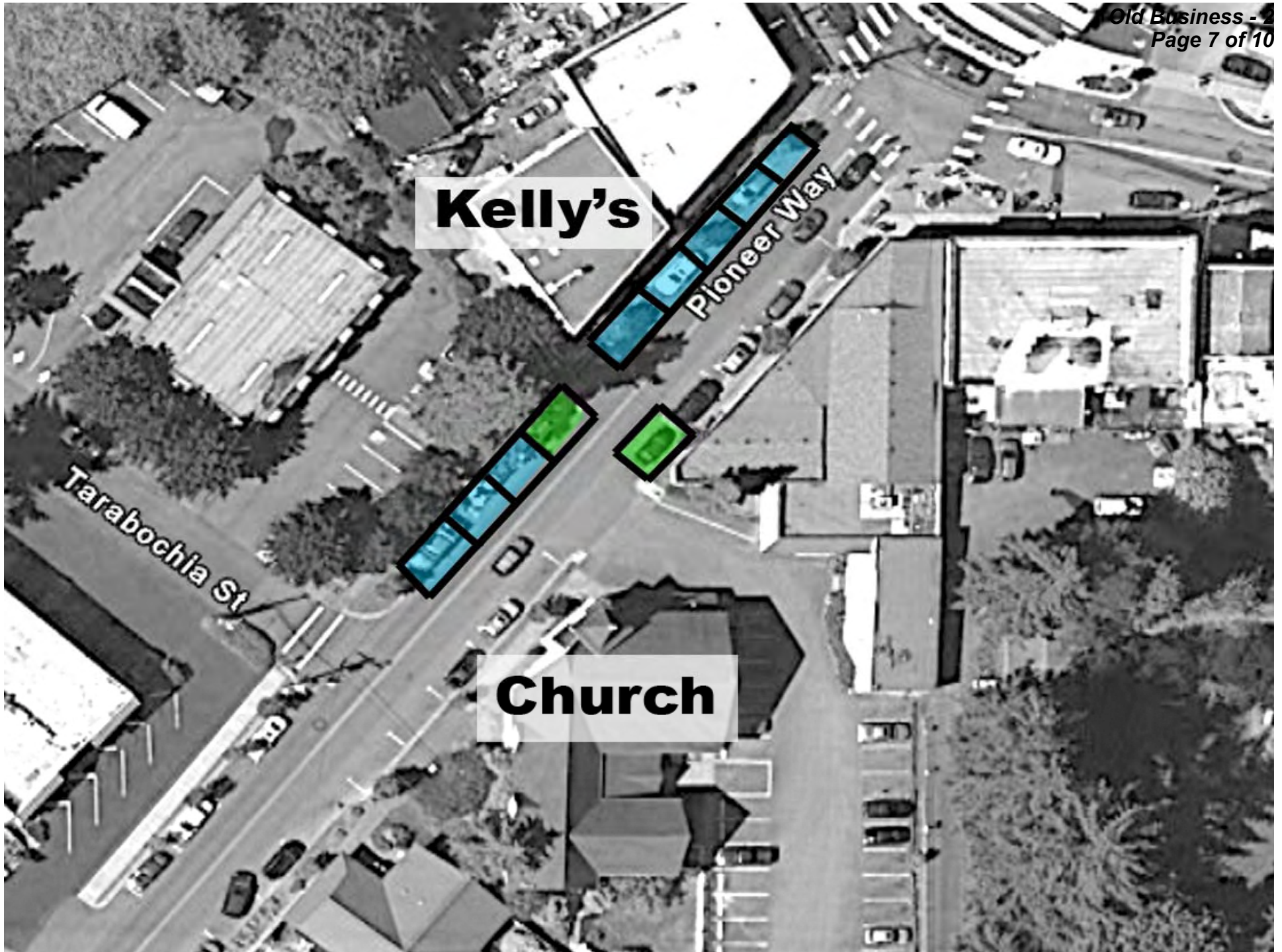
2 HOUR



30 MINUTE

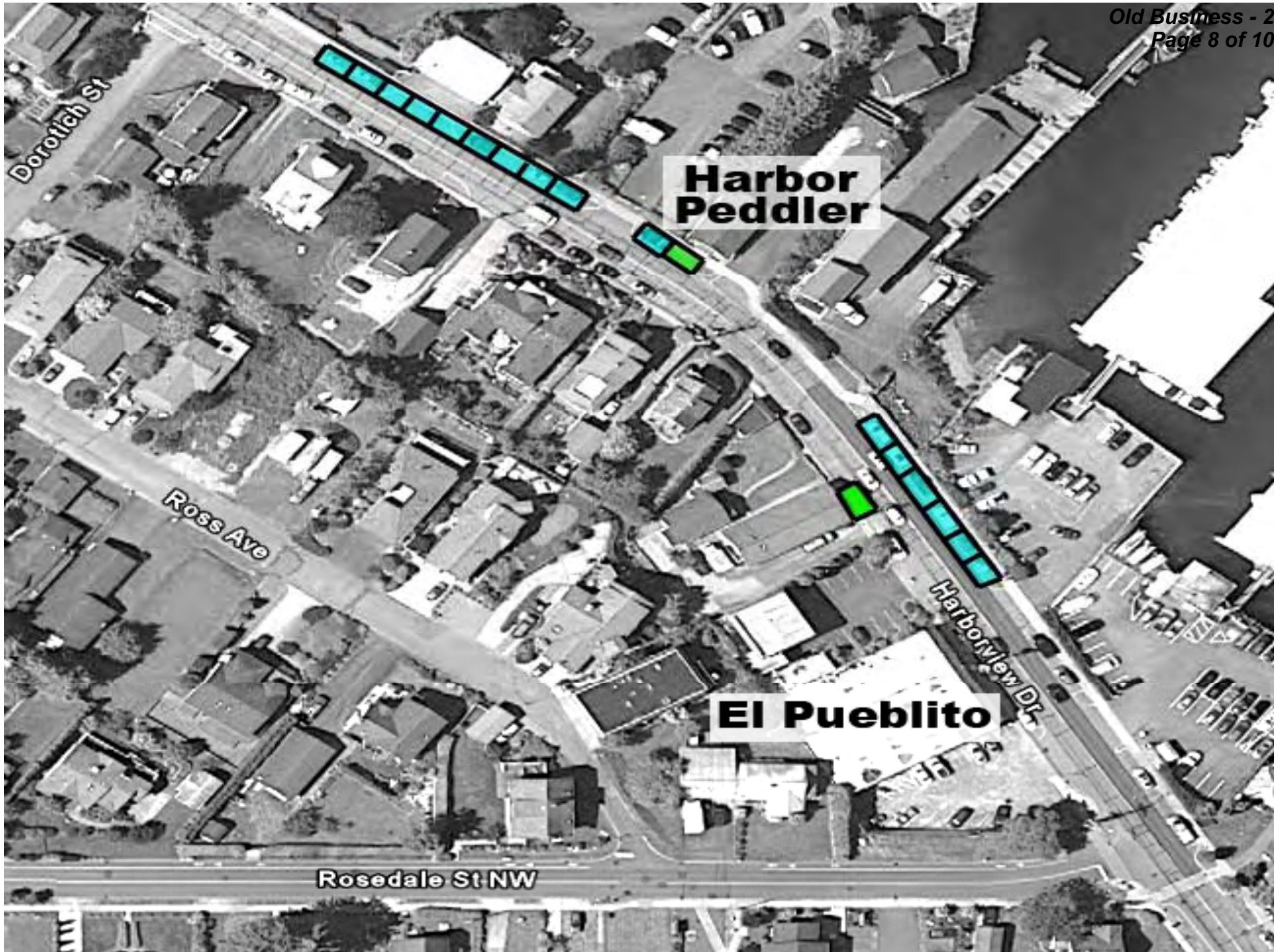


NO OVERNIGHT



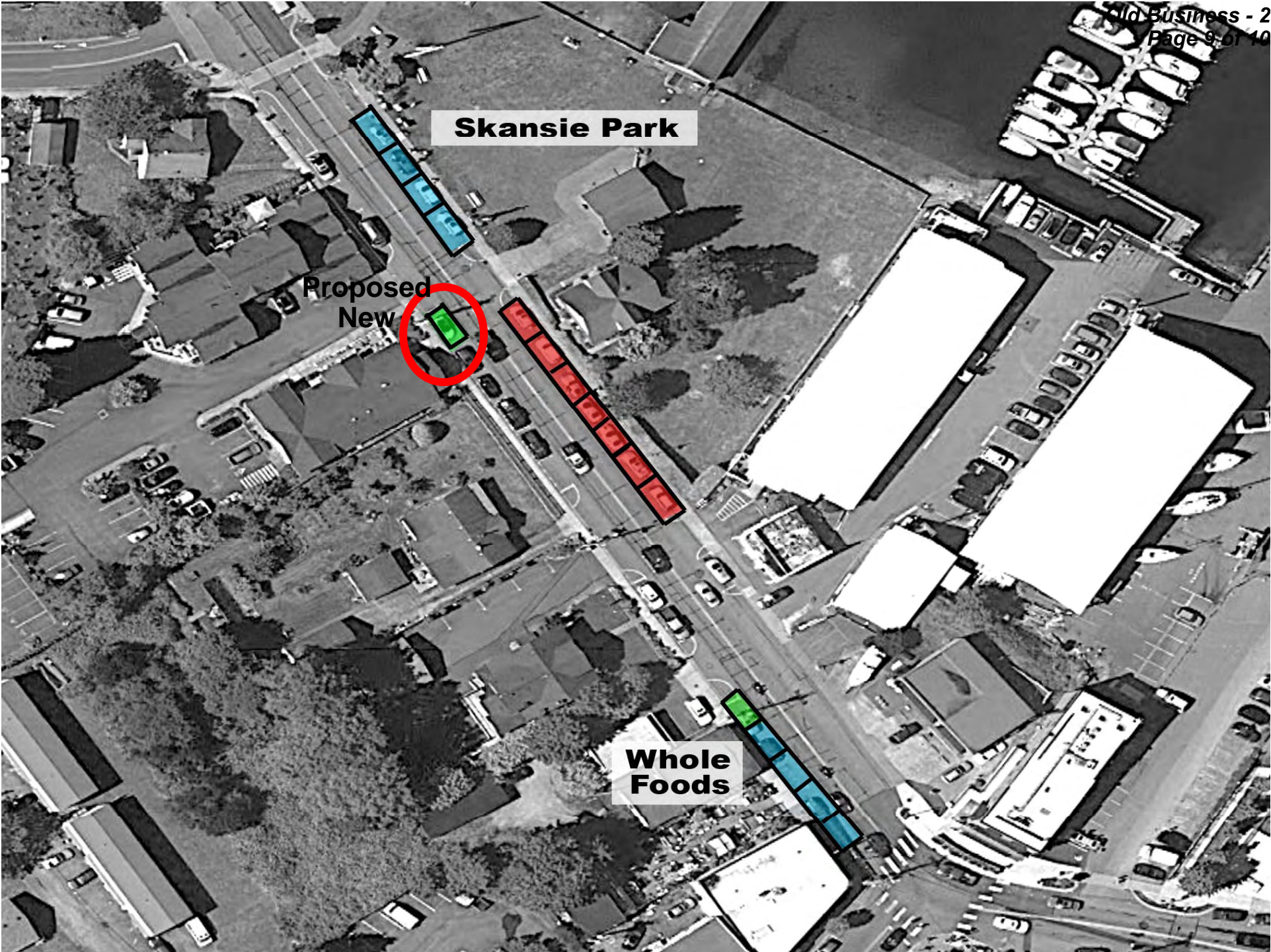
Kelly's

Church



Harbor Peddler

El Pueblito



Skansie Park

**Proposed
New**

**Whole
Foods**

Harbor Inn

Pioneer Way

Gig Harbor

**Peninsula
Hotel**



Data SIO, NOAA, U.S. Navy, NGA, GEBCO

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Subject: Monetary Donations

Proposed Council Action:

1. Adopt Monetary Donations Ordinance
2. Pass Resolution establishing a monetary donation policy

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: June 27, 2011
Exhibits: Proposed ordinance & resolution

Initial & Date

Concurred by Mayor: CLH 6/30
Approved by City Administrator: ROK 6/29
Approved as to form by City Atty: VIA email
Approved by Finance Director: [Signature] 6/29
Approved by Department Head: _____

Expenditure Required	Amount Budgeted	Appropriation Required

INFORMATION / BACKGROUND

Periodically, private citizens, business groups or other organizations desiring to donate cash or its equivalent for public purposes approach the City. Donors typically want assurances that their donations will be expended on specific public purposes, which they have specified at the time they make the donation. Recently, enough substantial donations, or groups of small donations, have been offered to the City to warrant the development of a mechanism within the City's accounting structure to accommodate them. The attached proposed ordinance and implementing policy set forth a mechanism by which monetary donations can be received and tracked. A fund for donations for specific purposes will be established. All donations without conditions on their expenditure will be placed in the general fund and may be used for any municipal purpose.

FISCAL CONSIDERATION

See policy

BOARD OR COMMITTEE RECOMMENDATION

The proposed draft donation policy was discussed at the February 22, 2011 Finance & Safety Committee meeting.

RECOMMENDATION / MOTION

Move to:

1. Adopt Monetary Donations Ordinance
2. Pass Resolution establishing a monetary donation policy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO MONETARY DONATIONS MADE TO THE CITY; ADOPTING A NEW CHAPTER 3.50 TO THE GIG HARBOR MUNICIPAL CODE CREATING A "DONATIONS TO THE CITY OF GIG HARBOR FUND"; ADOPTING A NEW CHAPTER 3.52 TO THE GIG HARBOR MUNICIPAL CODE CONCERNING THE ACCEPTANCE OF MONETARY DONATIONS TO THE CITY; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35.21.100 requires that donations to the City be accepted by ordinance; and

WHEREAS, the City Council desires this ordinance to establish a procedure and means for the acceptance of donations to the City; and

WHEREAS, the City Council desires to create a new fund entitled "Donations to the City of Gig Harbor Fund"; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter 3.50 - Adopted. A new chapter 3.50 of the Gig Harbor Municipal Code is adopted to read as follows:

Chapter 3.50
Donations to the City of Gig Harbor Fund

Sections:

3.50.010 Created

3.50.010 Created.

There is created in the treasury of the city a special fund to be designated as the "Donations to the City of Gig Harbor Fund." Such special fund is created for the purpose of administering and accounting for monetary donations made to the City for specific public purposes or projects and the expenditures thereof.

Section 2. New Chapter 3.52 - Adopted. A new chapter 3.52 of the Gig Harbor Municipal Code is adopted to read as follows:

**Chapter 3.52
Monetary Donations**

Sections:

- 3.52.010 Acceptance.
- 3.52.020 Use.
- 3.52.030 Annual report.

3.52.010 Acceptance.

The City Administrator is authorized to accept all monetary donations of \$20,000.00 or less and to carry out any conditions thereof in accordance with the City of Gig Harbor's Monetary Donations Policy, if the terms or conditions are within the powers granted by law to the city. The City Administrator may decline to accept a donation if such donation is not consistent with the policies, plans, goals or ordinances of the city or if acceptance of same is contrary to law.

3.52.020 Use.

In the event a donor has indicated a desire for a particular use of a donation by the City, such donation shall, to the extent reasonably feasible, be used consistent with the donor's desired use. If a donor has not specified a particular desired use, the donation may be used for any municipal purpose.

3.52.030 Annual report.

The City Administrator shall provide the City Council with an annual report listing the nature and value of any and all monetary donations which were approved and accepted by the City Administrator in accordance with this chapter during the calendar year preceding the report.

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

Section 4. Effective Date. This ordinance shall take effect and be in full force and effect five 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 June, 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 THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, ESTABLISHING A MONETARY
DONATION POLICY.**

WHEREAS, private citizens, business groups or other organizations desiring to donate cash or its equivalent for public purposes approach the City; and

WHEREAS, donors typically want assurances that their donations will be expended on specific public purposes, which they have specified at the time they make the donation; and

WHEREAS, substantial donations, or groups of small donations, have been offered to the City to warrant the development of a mechanism within the City's accounting structure to accommodate them; and

WHEREAS, this donation policy will be in conjunction with a special revenue fund called the "Donations Fund" in which the appropriations, revenues and expenditures related to these donations will be recorded and tracked; and

WHEREAS, a donation policy is necessary to describe the Donations Fund and provide the accompanying procedures and conditions for accepting monetary donations on behalf of the City of Gig Harbor; and

WHEREAS, a donation policy will provide a consistent methodology regarding the accounting for monetary donations; and

WHEREAS, the City of Gig Harbor is committed to the accurate and efficient use and tracking of donated funds in keeping with the intent of the donors; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. Adoption of the Policy. The City Council hereby adopts the Donation Policy of the City of Gig Harbor, as set forth in Attachment A.

RESOLVED by the City Council this ___ day of _____, 2011.


APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

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

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES	
	TITLE: MONETARY DONATION POLICY	
POLICY MANUAL SECTION & NO.	EFFECTIVE DATE: REVISED DATE:	APPROVED:

BACKGROUND

Periodically, private citizens, business groups or other organizations desiring to donate cash or its equivalent for public purposes approach the City. Donors typically want assurances that their donations will be expended on specific public purposes, which they have specified at the time they make the donation. Recently, enough substantial donations, or groups of small donations, have been offered to the City to warrant the development of a mechanism within the City's accounting structure to accommodate them. This policy will be in conjunction with a special revenue fund called the "Donations to the City of Gig Harbor Fund" in which the appropriations, revenues and expenditures related to donations with specific conditions will be recorded and tracked. All donations without conditions on their expenditure will be placed in the general fund and may be used for any municipal purpose.

PURPOSE

This policy and procedure serves to describe the Donations Fund and the accompanying procedures and conditions for accepting monetary donations on behalf of the City of Gig Harbor. The creation of the "Donations to the City of Gig Harbor Fund" (hereinafter identified as Donations Fund) achieves a consistent methodology regarding the accounting for monetary donations.

PROCEDURES

Please refer to the following process for the "Donations Fund", including the Donation Agreement, for specific procedures to follow for accepting monetary donations on behalf of the City.

1. Purpose & Origin

The purpose of this Fund is to provide for financial administration, including project accounting, of monetary donations to the City and expenditure thereof.

The Donations Fund is only to be used for monetary donations which have a specified purpose. This fund does not intend to substitute for City policy and processes in place regarding donations of real property.

2. Fund Management and Approval Authority

Donors typically want assurances that their donations will be expended on specific public purposes that they have specified at the time they make the donation. Approval authority for each project will be through the affected department, as designated by the city administrator. It will also be the affected department's responsibility to monitor expenditures to ensure that donations are being expended in compliance with the wishes of the donors and to provide feedback to donors should it be requested.

The Finance Department will monitor projects in the Donations Fund to ensure that expenditures do not exceed revenues.

3. Appropriations and Budgets

The Finance Department will bring budgetary appropriation adjustments forward for City Council approval periodically as required, but at least annually with the other budgetary adjustments.

4. Mechanics of the Donations Fund

a) When donations which conform to the purpose of this fund are presented to the City, the appropriate department receiving and managing the donation will initiate and approve a Donation Agreement form. The Donation Agreement clarifies the purpose of the donation and the City's position on fulfilling that identified goal. Copies of the form should be filled out and forwarded to the city administrator for approval and signature. The City may accept donations made for a specific purpose via its website when the City has provided a mechanism on its website such that a donor must accept the terms of a Donation Agreement prior to making the donation. A Donation Agreement shall not be required for any monetary donations made without conditions on their expenditure.

b) Donors wishing to donate funds for park or street furniture shall select from a list of styles and locations as determined by the City.

b) The donor's original check should be attached to one copy of the Donations Agreement and forwarded immediately to the Finance Department who will deposit the funds into the Donations Fund.

d) If the city administrator chooses to present the donation to the City Council, the affected department will be contacted to assist in that process; however, the city administrator is authorized to accept donations of \$20,000.00 or less without Council approval pursuant to Ordinance No. .



Subject: First Reading of Ordinance - 2011
Comprehensive Plan Amendments

Proposed Council Action: Review
amendments and draft ordinance.

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Senior Planner (with signature)

For Agenda of: July 11, 2011

Exhibits: Draft ordinance with exhibits; Planning
Commission recommendations; Planning
Commission minutes

Initial & Date

Concurred by Mayor: (signature) 7/7/11
Approved by City Administrator: (signature)
Approved as to form by City Atty: BY EMAIL
Approved by Finance Director: N/A
Approved by Department Head: TD 7/5/11

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

The attached draft ordinance reflects the Planning Commission's recommendations on the two Comprehensive Plan amendments which were included in 2011 annual review cycle and are still active. Two amendments originally forwarded to the Planning Commission for review were subsequently withdrawn by the City. The Transportation Element amendment was withdrawn as the Puget Sound Regional Council (PSRC) has determined that it can certify the existing plan with no revisions. The Capital Facilities Plan update was removed from the Planning Commission docket as it will be updated as part of this year's budget process as allowed by GHMC 19.09.020.

The active amendments are listed below.

- A. PL-COMP-11-0003: Electric Vehicle Infrastructure Policies. This text amendment adds policies to two elements of the Comprehensive Plan to support the State-mandated requirement to allow battery charging stations in most of our zoning districts.
B. PL-COMP-11-0004: Gig Harbor Bay UGA Expansion. This is a companion amendment to a Pierce County UGA amendment to add the Gig Harbor Bay to the City's municipal UGA.

The Planning Commission reviewed the proposed amendments at one public hearing and one work study session. No members of the public testified at the public hearing. At their June 2nd

meeting, the Planning Commission voted to recommend approval of the two active amendments. Notices of the Planning Commission recommendations on those two applications and their findings are enclosed.

POLICY ANALYSIS

The process for Comprehensive Plan amendment (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 make written findings regarding each application's consistency or inconsistency with the criteria. Those amendments which are consistent with the criteria should be approved. The applicable criteria for approval are enclosed.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on March 25, 2011 per WAC 197-11-340(2). The appeal period for the DNS expired on June 6, 2011.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

Having reviewed the proposed 2011 Comprehensive Plan amendments the City of Gig Harbor Planning Commission recommended the City Council **APPROVE** the Electric Vehicle Infrastructure policies and the expansion of the UGA to include the entirety of the waters of Gig Harbor Bay (PL-COMP-11-0003 and PL-COMP-11-0004).

RECOMMENDATION / MOTION

Review amendments and draft ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE PLAN FOR THE 2011 ANNUAL CYCLE: ADDING POLICIES TO THE UTILITIES AND TRANSPORTATION ELEMENTS TO SUPPORT ELECTRIC VEHICLE INFRASTRUCTURE; EXPANDING GIG HARBOR'S MUNICIPAL URBAN GROWTH AREA TO INCLUDE THE ENTIRETY OF THE WATERS OF GIG HARBOR BAY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in December 2004; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, except under circumstances not applicable here, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, on March 14, 2011, the City Council evaluated the comprehensive plan amendment applications submitted for the 2011 annual cycle, held a public hearing on such applications, and forwarded four comprehensive plan amendment applications to the Planning Commission for further processing in the 2011 Comprehensive Plan annual cycle; and

WHEREAS, on March 25, 2011, the City of Gig Harbor, as the applicant of the four amendments, withdrew two applications for comprehensive plan applications related to capital facilities planning and transportation element updates; and

WHEREAS, on March 30, 2011, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the two remaining comprehensive plan amendment applications, pursuant to WAC 197-11-340(2), which was not appealed; and

WHEREAS, the Planning Director notified the Washington State Department of Commerce of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on March 30, 2011 pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held a work study session on May 5, 2011 to discuss the two applications; and

WHEREAS, the Planning Commission held a public hearing on the Comprehensive Plan amendments on June 2, 2011; and

WHEREAS, after the public hearing on June 2, 2011, the Planning Commission voted to recommend approval of the two proposed amendments as documented in the Planning Commission's written recommendations signed by Planning Commission Chair, Harris Atkins, all dated June 2, 2011; and

WHEREAS, the Gig Harbor City Council had a public hearing and first reading of an Ordinance implementing the recommendations of the Planning Commission for the two applications and amending the Comprehensive Plan on _____, 2011; and

WHEREAS, the Gig Harbor City Council had a second reading of an Ordinance implementing the recommendations of the Planning Commission for the two applications and amending the Comprehensive Plan on _____, 2011;

Now, Therefore,

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

Section 1. Comprehensive Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** *To be inserted after public hearing*

D. **Criteria for Approval.** The process for Comprehensive Plan amendments (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 shall make written findings regarding each application's consistency or inconsistency with the criteria. The criteria found in GHMC 19.09.170 are as follows:

19.09.170 Criteria for approval.

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

D. The proposed amendment advances the public interest; and

E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:

1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or

d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met; and

2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and

3. The proposed amendment will not create a demand to change land use designations of other properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

E. Applications. The City Council hereby enters the following findings and conclusions for each application:

1. COMP PL-11-0003 – Electric Vehicle Infrastructure Policies.

Summary: Adding the following policies to support the State-mandated requirement to allow battery charging stations in most of our zoning districts:

In the Transportation Element (Chapter 11): New Policy under Goal 11.5 Air Quality

11.5.3 Encourage and support the use of electric vehicles; provide a broad range of opportunities for vehicle recharge.

In the Utilities Element (Chapter 8): New Policy under Goal 8.2 Encourage the conservation of energy resources.

8.2.1.g Encourage utility conservation efforts and infrastructure that minimize demand for natural resources.

Findings:

- a) Goal 8.2 of the Comprehensive Plan calls for the City to *encourage the conservation of energy resources* and Goal 11.5 Air Quality calls for *implementing programs that help to meet and maintain clean air requirements*. The addition of the proposed policies to support electric vehicle infrastructure provides more specificity on how those goals could be accomplished.
- b) The Council finds that the proposed policies are consistent with state law, the Growth Management Act, Vision 2040 and the Pierce County Countywide Planning Policies as follows:
 - i. During the 2009 session the Washington State Legislature passed House Bill 1481 (HB 1481), an Act relating to electric vehicles. The Bill addressed electric vehicle infrastructure including the structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations. It required that the City must allow electric vehicle infrastructure as a use in all areas except those zoned for residential or resource use or critical areas.
 - ii. The Environment Goal of the Growth Management Act is to *Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water* (RCW 36.70A.020(10)). The Planning Commission finds that supporting and encouraging electric vehicle infrastructure meets this goal.
 - iii. Vision 2040 calls for continued efforts to reduce pollutants from transportation activities, including through the use of cleaner fuels and vehicles and increasing alternatives to driving alone, as well as design and land use. (MPP-En-19)
 - iv. The adopted Countywide Planning Policies emphasize the prevention of air and water quality degradation. (Goal 5.8)
- c) The City Council finds that the proposed policies do not adversely affect the City's transportation facilities. The use of the City's roads will not increase by encouraging electric vehicles; instead, a larger variety of "green" vehicles will be supported.

- d) Given the need to provide opportunities for the use of alternative fuel vehicles which reduce emissions, the City Council finds that proposed policies advance the public interest.

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application PL-COMP-11-0003.

2. PL-COMP-11-0004 – Gig Harbor Bay UGA Expansion.

Summary: A comprehensive Plan map amendment to expand the UGA boundary to include the entirety of the waters of Gig Harbor Bay.

Findings:

- a) Goal 2.1.4.c of the Comprehensive Plan calls for the City to *at a minimum, review the urban growth area boundary every five years. As appropriate, make adjustments which account for projected population rate changes, adjustments in available service capacity, changes which reflect community desires or goals and which promote sound and reasonable land use development patterns. In reviewing revisions to the urban growth boundary, consideration should be given to the potential impacts on environmentally sensitive areas.* The City Council finds that the urban growth area boundary should be adjusted to reflect the City's desire to have law enforcement authority over the waters of the bay and allow for reasonable and logical future city limits for permitting purposes.
- b) The City Council finds that the proposed policies are consistent with the Growth Management Act and the Pierce County Countywide Planning Policies as follows:
- i. The Growth Management Act does not specifically speak to the regulation/jurisdiction of marine waters beyond incorporating by reference the Shoreline Management Act; however, there appears to be no language which would prohibit this amendment.
 - ii. Countywide planning policy on Urban Growth Areas 2.2.1 states that: "Any of the following shall be considered in determining the location of urban growth area boundaries: a. geographic, topographic, and manmade features" Given the configuration of the bay and narrow opening into Colvos Passage/Tacoma Narrows, Gig Harbor Bay is essentially a separate water body and geographically separate from Puget Sound as a whole.
- c) As the proposal will not expand residential or employment capacity in the UGA, no additional public facilities are expected to be needed. Therefore, the City Council finds that the proposed amendment will not adversely impact the City's ability to provide infrastructure. In regards to law enforcement for the proposed UGA expansion, the City's marine unit will patrol the eastern portion of the bay once the area is annexed. In addition, the City has already entered into an interlocal agreement with Pierce County granting the City of

Gig Harbor legal authority to address derelict boats and buoys in the unincorporated area of the harbor (PC ORD 2010-101; Interlocal approved by City Council 1/13/11).

- d) The City Council finds that the proposed map amendment to move the UGA boundary to just outside the entrance to the bay advances the public interest by 1. Creating a logical future city limit boundary, avoiding any “donut holes” with future annexations or dual jurisdiction permitting for property owners; and 2. Allowing the City to annex the waters of the bay without annexing uplands to gain police authority over marine vessels in the entire bay.

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City’s Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application PL-COMP-11-0004, as identified in Exhibit A attached to this Ordinance.

Section 2. Transmittal to State. The Planning Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Commerce Department within ten days of adoption, pursuant to RCW 36.70A.106.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 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 THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION
CITY OF GIG HARBOR PLANNING COMMISSION
PL-COMP-11-0003

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-COMP-11-0003 – Electric Vehicle Infrastructure Policies

Having reviewed the proposal and after holding a public hearing on June 2, 2011, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** the following Comprehensive Plan amendment:

PL-COMP-11-0003: Electric Vehicle Infrastructure Policies. Adding the following policies to support the State-mandated requirement to allow battery charging stations in most of our zoning districts:

In the Transportation Element (Chapter 11): New Policy under Goal 11.5 Air Quality

11.5.3 Encourage and support the use of electric vehicles; provide a broad range of opportunities for vehicle recharge.

In the Utilities Element (Chapter 8): New Policy under Goal 8.2 Encourage the conservation of energy resources.

8.2.1 g) Encourage utility conservation efforts and infrastructure that minimize demand for natural resources.

CRITERIA FOR APPROVAL

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The Planning Commission has determined that criterion E does not apply as the proposal is not a land use amendment and does not increase the density or intensity of permitted development. The recommendation is based on the following analysis of the applicable criteria:

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

Goal 8.2 of the Comprehensive Plan calls for the City to *encourage the conservation of energy resources* and Goal 11.5 Air Quality calls for *implementing programs that help to meet and maintain clean air requirements*. The addition of the proposed policies to support electric vehicle infrastructure provides more specificity on how those goals could be accomplished.

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

The Planning Commission finds that the proposed policies are consistent with state law, the Growth Management Act, Vision 2040 and the Pierce County Countywide Planning Policies as follows:

During the 2009 session the Washington State Legislature passed House Bill 1481 (HB 1481), an Act relating to electric vehicles. The Bill addressed electric vehicle infrastructure including the structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations. It required that the City must allow electric vehicle infrastructure as a use in all areas except those zoned for residential or resource use or critical areas.

The Environment Goal of the Growth Management Act is to *Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water* (RCW 36.70A.020(10)). The Planning Commission finds that supporting and encouraging electric vehicle infrastructure meets this goal.

Vision 2040 calls for continued efforts to reduce pollutants from transportation activities, including through the use of cleaner fuels and vehicles and increasing alternatives to driving alone, as well as design and land use. (MPP-En-19)

The adopted Countywide Planning Policies emphasize the prevention of air and water quality degradation. (Goal 5.8)

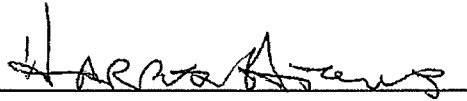
C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

The Planning Commission finds that the proposed policies do not adversely affect the City's transportation facilities. The use of the City's roads will not increase by encouraging electric vehicles; instead, a larger variety of "green" vehicles will be supported.

D. The proposed amendment advances the public interest; and

Given the need to provide opportunities for the use of alternative fuel vehicles which reduce emissions, the Planning Commission finds that proposed policies advance the public interest.

Harris Atkins, Chairman
Planning Commission



Date 6/2/2011

cc: Planning File



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION
CITY OF GIG HARBOR PLANNING COMMISSION
PL-COMP-11-0004

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-COMP-11-0004 – Gig Harbor Bay UGA Expansion

Having reviewed the proposal and after holding a public hearing on June 2, 2011, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** the following Comprehensive Plan amendment:

PL-COMP-11-0004: Gig Harbor Bay UGA Expansion. Comprehensive Plan map amendment to expand the UGA boundary to include the entirety of the waters of Gig Harbor Bay.

CRITERIA FOR APPROVAL

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The Planning Commission has determined that criterion E does not apply as the proposal is not a land use designation amendment and does not increase the density or intensity of permitted development. The recommendation is based on the following analysis of the applicable criteria:

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

Goal 2.1.4.c of the Comprehensive Plan calls for the City to at a minimum, review the urban growth area boundary every five years. As appropriate, make adjustments which account for projected population rate changes, adjustments in available service capacity, changes which reflect community desires or goals and which promote sound and reasonable land use development patterns. In reviewing revisions to the urban growth boundary, consideration should be given to the potential impacts on environmentally sensitive areas.

The Planning Commission finds that the urban growth area boundary should be adjusted to reflect the City's desire to have law enforcement authority over

the waters of the bay and allow for reasonable and logical future city limits for permitting purposes.

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

The Planning Commission finds that the proposed policies are consistent with the Growth Management Act and the Pierce County Countywide Planning Policies as follows:

The Growth Management Act does not specifically speak to the regulation/jurisdiction of marine waters beyond incorporating by reference the Shoreline Management Act; however, there appears to be no language which would prohibit this amendment.

Countywide planning policy on Urban Growth Areas 2.2.1 states that: "Any of the following shall be considered in determining the location of urban growth area boundaries: a. geographic, topographic, and manmade features" Given the configuration of the bay and narrow opening into Colvos Passage/Tacoma Narrows, Gig Harbor Bay is essentially a separate water body and geographically separate from Puget Sound as a whole.

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

As the proposal will not expand residential or employment capacity in the UGA, no additional public facilities are expected to be needed. Therefore, the Planning Commission finds that the proposed amendment will not adversely impact the City's ability to provide infrastructure. In regards to law enforcement for the proposed UGA expansion, the City's marine unit will patrol the eastern portion of the bay once the area is annexed. In addition, the City has already entered into an interlocal agreement with Pierce County granting the City of Gig Harbor legal authority to address derelict boats and buoys in the unincorporated area of the harbor (PC ORD 2010-101; Interlocal approved by City Council 1/13/11).

D. The proposed amendment advances the public interest; and

The Planning Commission finds that the proposed map amendment to move the UGA boundary to just outside the entrance to the bay advances the public interest by 1. Creating a logical future city limit boundary, avoiding any "donut holes" with future annexations or dual jurisdiction permitting for property owners; and 2. Allowing the City to annex the waters of the bay without

annexing uplands to gain police authority over marine vessels in the entire bay.

Harris Atkins, Chairman
Planning Commission HARRIS ATKINS Date 6/2/2011

cc: Planning File

City of Gig Harbor Planning Commission
Minutes of Work-Study Session
May 5, 2011
Gig Harbor Civic Center

PRESENT: Commissioners: Jim Pasin, Ben Coronado, Jill Guernsey and Craig Baldwin. Commissioners Absent: Harris Atkins, Bill Coughlin, Michael Fisher. Staff Present: Jennifer Kester and Tom Dolan. Guests: Shawn Hoey from the Master Builders Association of Pierce County.

CALL TO ORDER: Vice Chair Jim Pasin called the meeting to order at 5:10 p.m.

INTRODUCTION TO COMPREHENSIVE PLAN AMENDMENTS

Senior Planner Jennifer Kester gave a PowerPoint presentation on the Growth Management Act (GMA) and Comprehensive Plans, answering the questions: What is GMA? What is a Comprehensive Plan? What does this Planning Commission do?

COMP-11-0003: ELECTRIC VEHICLE INFRASTRUCTURE

Ms. Kester presented the city-sponsored Comprehensive Plan text amendment to add policies to the Transportation and Utilities elements to support the State-mandated requirement to allow electric vehicle infrastructure in most of our zoning districts. Ms. Kester explained the types of electric vehicle infrastructure: battery charging stations (level 1-3) and battery exchange stations.

COMP-11-0004: GIG HARBOR BAY UGA EXPANSION

Ms. Kester presented the city-sponsored Comprehensive Plan map amendment to expand the UGA to include the entirety of the Gig Harbor Bay. Currently, the UGA boundary follows the ordinary high water mark of the bay. State statute does not allow the annexation of area outside of the UGA. The City's proposal to move the UGA boundary to just outside the entrance to the bay will create a logical UGA boundary, avoid any donut holes with future annexations and allow the City to annex the waters of the bay without annexing uplands to gain police authority over marine vessels in the entire bay.

Ms. Kester explained that this is a companion amendment to a City-request Pierce County UGA amendment. While the County is the jurisdiction with the authority to set UGA boundaries, the City needs to amend its Comprehensive Plan, which currently shows the UGA running down the middle of bay, in order to maintain consistency between plans.

Future Actions: The Planning Commission directed staff to prepare and advertise for a public hearing on the two proposed amendments on June 2nd. The Commission also asked for staff to prepare draft findings for approval that could be reviewed by the Commission after the public hearing in case testimony is supportive of the amendments.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of April 21, 2011 as amended. Coronado / Guernsey – Motion passed.

MEETING DATES:

The Planning Commission decided to cancel the May 19th meeting. The next scheduled meeting is June 2nd when a public hearing on the two proposed Comprehensive Plan amendments will occur.

The Planning Commission adjourned the meeting at 7:00pm.

**City of Gig Harbor Planning Commission
Work Study Session and Public Hearing
Council Chambers
June 2, 2011
5:00 pm**

PRESENT: Harris Atkins, Michael Fisher, Jim Pasin, Bill Coughlin, Jill Guernsey, Craig Baldwin and Ben Coronado.

STAFF PRESENT: Staff: Tom Dolan, Jennifer Kester and Diane Gagnon.

CALL TO ORDER: at 5:00 pm

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of May 5, 2011. Pasin/Coronado – Motion passed.

WORK-STUDY SESSION:

1. WWR Properties, Inc., 3803 Bridgeport Way W., University Place, WA 98466

On July 13, 2010, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted a revised application for a zoning code text amendment which would increase the commercial gross floor area in the C-1 district outside of the view basin from 65,000 square feet to 100,000 square feet, provided a conditional use permit is granted. This is the introductory presentation by the applicant on the amendment. Future work study sessions and a public hearing are expected.

Senior Planner Jennifer Kester gave a brief overview of the proposed zoning code amendment.

The representative for the applicant, Mr. Randy Boss went over the proposal and the Olympic Town Center project which prompted the proposed change. He distributed an aerial photo of other large buildings in the area and their square footages. Mr. Boss reviewed the history of the project and the previous applications made. He noted that they had asked for an increase previously and it had been too large of an increase so they were asking for a smaller increase at this time. He stated that their client Fred Meyer has scaled down their store size to approximately 80,000 square feet which is even less than what they had proposed in their current application. Mr. Boss then went over in more detail how a 78,000 square foot building will match the existing mass and scale of the existing buildings on the west side. He then made a comparison to several of the buildings in Gig Harbor North.

Commissioner Michael Fisher asked what the total of all the buildings would be in the proposed shopping center and Mr. Boss answered about 185,000 square feet. He then asked what the size was of the Fred Meyer store in University Place and Mr. Boss said

it was 165,000 square feet. Commissioner Craig Baldwin asked about how Gig Harbor North was developed and Ms. Kester answered that it was in the PCD zone and therefore it allowed for larger buildings. She explained where in the city C-1 zoning exists. She noted that this amendment would not apply to the C-1 parcel on the waterfront. Additionally she stated that the building size limitation applies to retail buildings only and that the original limitation was for 35,000 square feet and then increased to 65,000 square feet in this area. Commissioner Bill Coughlin asked if they were asking to reduce their request to 80,000 square feet and Mr. Boss said yes they were proposing to amend their request.

Ms. Kester went over the process for private text amendments. She also reminded the commission that this was an amendment to increase the allowed square footage and is not tied to Fred Meyer in any way. Mr. Fisher asked about how big of a building they could build if they were just building an office building and Ms. Kester noted that it would only be limited by the development standards. Mr. Coughlin noted that there would be more employment if it were developed as an office building and Ms. Kester said she could provide that data. Planning Director Tom Dolan stated that they also needed to think about whether the city could handle any more medical office. Ms. Kester said she would pull some minutes from the previous meetings on increasing the building size. Commissioner Jim Pasin said that he felt that the 80,000 square foot request was reasonable. He reminded everyone about the intent of the Westside neighborhood. Mr. Fisher asked about traffic and Mr. Boss answered that they have received traffic CRCs for a larger building and he explained the link that will be developed and other infrastructure changes. Commissioner Harris Atkins asked if it wasn't Fred Meyer, what it would be. Mr. Boss said that there aren't any other retail tenants who would build an 80,000 square foot structure; this is being done because of the financing and lease structuring. He said that they would probably divide the building up if Fred Meyer left. Commissioner Ben Coronado asked about vacancy rates on the Westside and Mr. Boss said that it is minimal. Mr. Dolan asked if there was any information that the Planning Commission needed prior to the next work study session on June 16th. The Commission then decided to continue the work-study session to after the public hearing scheduled at 6:00 pm.

They called a 5 minute recess prior to the public hearing at 6:00 pm

Commissioner Jill Guernsey had to leave at 6:00 pm.

PUBLIC HEARING

- 1. CITY OF GIG HARBOR, 3510 Grandview St, Gig Harbor, WA 98335 -**
Application for a Comprehensive Plan Text Amendment (PL-COMP-11-0003) to add policies to two elements to support the State-mandated requirements to allow electric vehicle charging infrastructure in most of our zoning districts.

- 2. CITY OF GIG HARBOR, 3510 Grandview St, Gig Harbor, WA 98335 –**
Application for a Comprehensive Plan Text Amendment (PL-COMP-11-0004) a companion amendment to a Pierce County UGA amendment to add the entirety of the waters of Gig Harbor Bay to the City's municipal UGA.

Ms. Kester went over the two proposed Comprehensive Plan amendments, noting that she had received a comment from Carole Holmaas saying she was unable to make the meeting but that she had heard no opposition to the proposal to add the waters of Gig Harbor Bay to the City's Urban Growth Area. Mr. Dolan noted that the County was also supportive of this amendment.

Mr. Atkins opened the public hearing at 6:05 pm and there being no comment closed the public hearing.

Mr. Coughlin asked why this area was not originally part of the UGA. Ms. Kester said that somehow in the county process, the line got moved and it was probably an oversight. She noted that the city does not currently have police authority on the other side of the bay. She noted that this UGA amendment process was a precursor to annexing this area.

MOTION: Move to recommend approval of both comprehensive plan amendments. Fisher/Pasin – approved unanimously.

Ms. Kester passed out proposed findings for the commission to review for the chair's signature.

After the review of the draft findings, Mr. Atkins asked if there was a better term rather than "donut hole". It was decided to put it in quotes. Mr. Pasin said he was fine with the proposed findings with the amendment and everyone agreed.

WORK-STUDY SESSION (continued):

The Planning Commission then held further discussion on the WWR Properties proposal. Mr. Atkins asked each of the Planning Commission members if they had any concerns that should be addressed prior to the next meeting. Mr. Coronado said he would like to know about vacancies in the neighborhood and the effects of approving this proposal on the downtown. Mr. Coughlin said he would like to see a current buildable lands survey and the undeveloped buildings in C-1. He would also like to see some long term projections from the applicant on the trends of these types of stores. Mr. Pasin said that he would like some information on the road that is being proposed and whether the city has agreed to that. Mr. Atkins said that he would like to see more information regarding the increased congestion this would create if other sites took advantage of this increased square footage. Ms. Kester said that staff would do a capacity evaluation of this change and an analysis of the intersections. Mr. Fisher said he didn't really have any concerns and Mr. Baldwin said that he felt that the real issue was whether we wanted this to be an office building or retail and was C-1 intended for

retail. Mr. Fisher asked if Mr. Boss had information on retail purchases by household. Mr. Boss said he would try to provide something for their next meeting. Ms. Kester reiterated that she would provide some historical information as to why the limitation was imposed in the first place. Mr. Pasin felt that the community had changed radically and the history was no longer relevant. Mr. Coughlin asked about the impervious surface limitations and Ms. Kester said she would provide some information on the surrounding businesses and the sizes of the major tenants. Mr. Coughlin asked about the impact to stormwater and Ms. Kester said that with enough engineering the difference can be mitigated and the difference is not that large. Mr. Atkins asked for examples of other uses that might fit in 65,000 square feet versus 80,000. Mr. Dolan noted that this application is for a C-1 zone and there have been comments that this should be applied to B-2 so they might want to keep that in mind. Mr. Pasin said he didn't think that it was appropriate as it just complicates the process by adding B-2. Mr. Fisher asked if they approved the increase to 80,000 could they build 3 - 80,000 square foot buildings on this site and Ms. Kester said yes, if the site could accommodate it with a 20 foot separation. Mr. Atkins wondered if making this increase in C-1 would make it easier to occur in B-2. Ms. Kester said she would provide an analysis of the two different zones.

Mr. Dolan asked if they wanted to schedule a public hearing on this issue at this time. It was decided to make the decision at the June 16th meeting.

ADJOURNMENT

MOTION: Move to adjourn at 6:48 p.m. Pasin/Fisher – Motion carried.



Subject: Public Hearing and First Reading
of Ordinance – Electric Vehicle
Infrastructure

Proposed Council Action: Hold public
hearing and review ordinance at this first
reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: July 11, 2011

Exhibits: Ordinance, Images

Initial & Date

Concurred by Mayor: [Signature] 7/7/11
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature]
Approved by Department Head: [Signature] 7/6/11

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

Enclosed for your consideration is a proposed zoning code text amendment related to allowing electric vehicle infrastructure in the City. This amendment is appropriate to meet the requirements of HB 1481 passed by the State Legislature in 2009 (now codified as RCW 36.70A.695). The Bill addressed electric vehicle infrastructure including the structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations

The purpose of the bill was to encourage the transition to electric vehicle use and to expedite the establishment of a convenient and cost-effective electric vehicle infrastructure that such a transition necessitates. The Legislature agreed that the development of a convenient infrastructure to recharge electric vehicles is essential to increase consumer acceptance of these vehicles. The State's success in encouraging this transition will serve as an economic stimulus to the creation of short-term and long-term jobs as the entire automobile industry and its associated direct and indirect jobs transform over time from combustion to electric vehicles.

In order to help cities implement this legislation, the Department of Commerce in cooperation with the Puget Sound Regional Council developed a model ordinance for electric vehicle infrastructure which could be used by Puget Sound jurisdictions.

Specific to Gig Harbor, the legislation requires that Gig Harbor allow battery charging stations as a use in all zones except those zoned residential, resource or critical areas by July 1, 2011. As the City does not currently prohibit these in its zoning code, the City is currently in

compliance with the legislation. However, staff felt adopting the relevant provisions of model ordinance were appropriate to ensure consistency in regulations throughout the region and provide for some local control.

Electric Vehicle Infrastructure Primer and the Proposed Ordinance:

In general there are two types of electric vehicle infrastructure: 1) battery charging stations (required to be allowed in Gig Harbor) and 2) battery exchange stations (not required, but may be allowed). Images of these types of infrastructure are enclosed.

Battery charging stations come in three types based on the quickness of charging: Level 1 (slowest and most typical of a home installation), Level 2, and Level 3 (also known as rapid charging stations and the quickest). The proposed ordinance would allow Level 1 and Level 2 in all zones either permitted outright or as an accessory use. The proposed ordinance allows Level 3 (Rapid Charging) in nonresidential and multi-family zones (those in multi-family zones must be private facilities, like in a condo or apartment complex).

Battery exchange stations, which the City does not need to allow, would be allowed only in the zones which allow gas stations under the proposed ordinance. The staff felt that allowing this type of infrastructure was appropriate given the impacts are similar to a gas station and the building design could be mitigated through design review.

Regarding the permit process for the installation of electric vehicle infrastructure, the proposed ordinance includes the following:

- Level 1 and 2 charging station would be exempt from a zoning permit; however other permits may be required such as an electrical permit.
- Level 3 charging stations (Rapid Charging) would require minor site plan review.
- Battery exchange stations would require major site plan review, like a gas station.
- All electric vehicle infrastructures would be exempt from SEPA
- Parking stalls with battery charging stations can count towards required parking

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed ordinance on May 25, 2011.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed the proposed amendment at their May 2nd, 2011 meeting and recommended approval. At the September 2010 retreat, the Council included this text amendment in the list of items which would be directly considered by the City Council. The Planning Commission had no objection to direct consideration.

RECOMMENDATION / MOTION

Hold public hearing and review ordinance at this first reading.

ELECTRIC VEHICLE INFRASTRUCTURE

Three levels of battery charging stations should be considered:

Level 1, uses 110 volts and is similar to a regular household outlet. It can charge an electric vehicle battery in 16-24 hours, depending on the size of the battery pack.

Level 2, uses 220 volts and is similar to an electric oven or dryer outlet. It can charge an electric vehicle battery in 4-6 hours.

Level 3 rapid charging stations, also called DC fast charge, require 480 volts and can fully charge an electric vehicle in less than 30 minutes.

Battery exchange stations are facilities that use an automated process to exchange depleted vehicle batteries with fully charged batteries. This are not yet in use in North America, but are used in other countries, such as Japan and Isreal.

Examples of Private and Public Battery Charging, and Battery Exchange Stations



A wall-mounted Level 2 home charging station in a carport. Outdoor home charging stations can also be Level 1 and may not have to be covered. Photo courtesy of Plug In America.



A typical Level 2 pedestal-style charging station in a surface parking lot. Photo courtesy of ECOtality.



Rapid Charging Station Vacaville, CA
Photo: David Dickey



Battery Exchange Station in Tokyo
Photo: Better place.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ELECTRIC VEHICLE INFRASTRUCTURE FOR THE PURPOSE OF COMPLIANCE WITH RCW 36.70A.695; ADDING ZONING CODE CHAPTER TO REGULATE ELECTRIC VEHICLE INFRASTRUCTURE IN THE CITY; AMENDING THE LAND USE MATRIX TO ALLOW ELECTRIC VEHICLE INFRASTRUCTURE AS A USE IN CERTAIN ZONES; MAKING HOUSEKEEPING AMENDMENTS TO IMPLEMENT THE NEW CHAPTER ON ELECTRIC VEHICLE INFRASTRUCTURE; ADDING CHAPTER 17.73; ADDING SECTION 17.72.090; AMENDING SECTIONS 17.14.020, 17.96.025, 17.96.030 AND 18.04.060 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, during the 2009 session the Washington State Legislature passed House Bill 1481 (HB 1481), an Act relating to electric vehicles. The Bill addressed electric vehicle infrastructure including the structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations; and

WHEREAS, the purpose of HB 1481 is to encourage the transition to electric vehicle use and to expedite the establishment of a convenient and cost-effective electric vehicle infrastructure that such a transition necessitates. The Legislature agreed that the development of a convenient infrastructure to recharge electric vehicles is essential to increase consumer acceptance of these vehicles. The State's success in encouraging this transition will serve as an economic stimulus to the creation of short-term and long-term jobs as the entire automobile industry and its associated direct and indirect jobs transform over time from combustion to electric vehicles; and

WHEREAS, greenhouse gas emissions related to transportation constitute more than fifty percent of all greenhouse gas emissions in the State of Washington; and

WHEREAS, the use of electricity from the Northwest as a transportation fuel instead of petroleum fuels results in significant reductions in the emissions of pollutants, including greenhouse gases, and reduces the reliance of the state on imported sources of energy for transportation; and

WHEREAS, with the potential emerging market for plug-in electric vehicles, new industry standards have been adopted to ensure universal compatibility between vehicle manufacturers. Broad-based installation of new

universally compatible charging stations is intended to ensure that plug-in electric vehicles will be a viable alternative to gasoline-powered vehicles; and

WHEREAS, RCW 36.70A.695 requires that City of Gig Harbor allow battery charging stations as a use in all areas except those zoned for residential or resource use or critical areas; and

WHEREAS, because most of the recharging for private electric vehicles will be done in residential settings, allowing Level 1 and Level 2 battery charging stations in residential zones is in the public interest; and

WHEREAS, pursuant to RCW 36.70A.695, the City desires to amend development regulations to allow battery charging stations, and in some zones battery exchange stations, as a use in City of Gig Harbor; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on May 3, 2011, pursuant to RCW 36.70A.106, and was granted expedited review on May 18, 2011; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on May 25, 2011; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Chapter 17.73 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

Chapter 17.73 Electric Vehicle Infrastructure

17.73.010 Purpose

It is the purpose of this chapter to allow for adequate and convenient electric vehicle charging stations to serve the needs of the traveling public. It is further intended to allow for residents to have safe and efficient personal electric charging stations located at their place of residence and to allow nonresidential developments to supply electric vehicle infrastructure to their customers and employees.

17.73.020 General Provisions

A. Where Permitted. Electric vehicle infrastructure is allowed as specified in Chapter 17.14 GHMC, Land Use Matrix. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.

B. Permits Required.

1. Electric Vehicle Charging Stations, Level 1 and Level 2. No zoning permit is required for the installation of electric vehicle charging stations equipped with Level 1 or Level 2 charging equipment provided the applicable regulations contained in Title 17 and 18 are met and all other required permits are obtained.

2. Rapid Charging Stations. Minor site plan review, as provided for in GHMC 17.96.030(A), is required for rapid charging stations.

3. Battery Exchange Stations. Major site plan review, as provided for in GHMC 17.96.030(B), is required for battery exchange stations.

C. Off-street parking. See GHMC Section 17.72.090 for off-street parking provisions for electric vehicle charging station spaces.

D. Use of specially designated charging stalls. Electric vehicle charging stations should be reserved for parking and charging electric vehicles only.

E. Electric vehicle parking. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space.

17.73.030 Definitions

A. "Battery charging station" means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth by chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

B. "Battery electric vehicle (BEV)" means any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and produces zero tailpipe emissions or pollution when stationary or operating.

C. "Battery exchange station" means a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by chapter 19.27 RCW and consistent with rules adopted under RCW 19.27.540.

D. "Charging levels" means the standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms 1, 2, and 3 are the most common EV charging levels, and include the following specifications:

1. Level 1 is considered slow charging.
2. Level 2 is considered medium charging.
3. Level 3 is considered fast or rapid charging.

E. "Electric scooters and motorcycles" means any 2-wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero emissions or pollution when stationary or operating.

F. "Electric vehicle" means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purpose. "Electric vehicle" includes: (1) a battery electric vehicle; (2) a plug-in hybrid electric vehicle; (3) a neighborhood electric vehicle; and (4) a medium-speed electric vehicle.

G. "Electric vehicle charging station" means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

H. "Electric vehicle charging station — restricted" means an electric vehicle charging station that is (1) privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking) or (2) publicly owned and restricted (e.g., fleet parking with no access to the general public).

I. "Electric vehicle charging station — public" means an electric vehicle charging station that is (1) publicly owned and publicly available (e.g., Park & Ride parking, public library parking lot, on-street parking) or (2) privately owned and publicly available (e.g., shopping center parking, non-reserved parking in multi-family parking lots).

J. "Electric vehicle infrastructure" means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

K. "Electric vehicle parking space" means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

L. "Medium-speed Electric Vehicle" means a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500.

M. "Neighborhood Electric Vehicle" means a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations under Title 49 C.F.R. Part 571.500.

N. "Non-Electric Vehicle" means any motor vehicle that does not meet the definition of "electric vehicle."

O. "Plug-in hybrid electric vehicle (PHEV)" means an electric vehicle that (1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; (2) charges its battery primarily by connecting to the grid or other off-board electrical source; (3)

may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and (4) has the ability to travel powered by electricity.

P. "Rapid charging station" means an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

Section 2. Section 17.14.020 in the Land Use Matrix chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

Section 17.14.020 Land use matrix

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, triplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, multiple-family	-	-	-	-	P	P ⁶	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory apartment ¹	-	C	P	-	P	-	C	C	C	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Home occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C ²²	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	-	C	P	-	-	-	-	-	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	-	-	-	-	-	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	-	C	P	-	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
Uses																				
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	-	C	P	C	-	-	-	C	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	C	-	C ²¹	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	-	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Electric Vehicle Charging Station ²⁶	P	P ²⁷	P ²⁷	P ²⁷	P ²⁷	P ²⁷	P ²⁷	P	P	P	P	P	P	P	P ²⁷	P ²⁷	P	P	P	P
Rapid Charging Station ²⁸	P	-	-	-	P ²⁹	P ²⁹	-	P ²⁹	P	P	P	P	P	P	-	-	P	P	P	P ²⁹
Battery Exchange Station	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	P	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Business services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P ¹⁶
Sales, level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	C ²³	-	-	P	C ²⁴	P ¹³	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	C	-	P

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
commercial																				
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C ¹⁹	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	P	-	C ¹²	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	-	P	C ²⁴	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	-	P	C ²⁴	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	C	-	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	P ¹¹	C	-	-	-
Wireless communication facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

- ⁹ Animal clinics shall have all activities conducted indoors in the DB district.
- ¹⁰ Drive-in theaters are not permitted in the B-2 district.
- ¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.
- ¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.
- ¹³ Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.
- ¹⁴ Residential uses shall be located above a permitted business or commercial use.
- ¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.
- ¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.
- ¹⁷ Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.
- ¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.
- ¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.
- ²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.
- ²¹ Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.
- ²² Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.
- ²³ See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.
- ²⁴ See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.
- ²⁵ Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).
- ²⁶ Level 1 and Level 2 charging only.
- ²⁷ Electric vehicle charging stations, level 1 and level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.
- ²⁸ The term "Rapid" is used interchangeably with Level 3 and Fast Charging.
- ²⁹ Only "electric vehicle charging stations – restricted" as defined in Chapter 17.73 GHMC.

Section 3. Section 17.72.090 is hereby added to the Off-Street Parking and Loading Requirements chapter of the Gig Harbor Municipal Code, which shall read as follows:

17.72.090 Electric Vehicle Charging Station Spaces.

A. Purpose. For all parking lots or garages, except those that include restricted electric vehicle charging stations.

B. Number. No minimum number of charging station spaces is required.

C. Minimum Parking Requirements. An electric vehicle charging station space may be included in the calculation for minimum required off-street parking spaces that are required pursuant to GHMC 17.72.030.

D. Design Standards. Off-street electric vehicle charging station spaces shall meet the provisions of GHMC 17.72.020, Off-street parking design standards.

E. Location and Design Criteria. The provision of electric vehicle parking will vary based on the design and use of the primary parking lot. The following required and additional locational and design criteria are provided in recognition of the various parking lot layout options.

1. Where provided, parking for electric vehicle charging purposes is required to include the following:

a. Signage. Each charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. Days and hours of operations shall be included if time limits or tow away provisions are to be enforced.

b. Maintenance. Charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning or other problems are encountered.

c. Accessibility. Where charging station equipment is provided within an adjacent pedestrian circulation area, such as a sidewalk or accessible route to the building entrance, the charging equipment shall be located so as not to interfere with accessibility requirements of WAC 51-50-005.

d. Lighting. Where charging station equipment is installed, adequate site lighting shall exist, unless charging is for daytime purposes only.

2. Parking for electric vehicles should also consider the following:

a. Notification. Information on the charging station, identifying voltage and amperage levels and any time of use, fees, or safety information.

b. Signage. Installation of directional signs at the parking lot entrance and at appropriate decision points to effectively guide motorists to the charging station space(s).

F. Data Collection. To allow for maintenance and notification, owners of any private new electric vehicle infrastructure station that will be publicly available (see definition of "electric vehicle charging station — public" in Chapter 17.73 GHMC) shall submit information on the station's geographic location, date of installation, equipment type and model, and owner contact information to the Planning Department.

Section 4. Section 17.96.025 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.025 Exemptions.

The following are exempt from the site plan review provisions of this chapter:

- A. Single-family and duplex dwellings on lots of record and any appurtenance thereto;
- B. Subdivisions and short plats;
- C. Planned unit developments and planned residential developments;
- D. Modifications to the interior of an existing structure that does not change the use;
- E. Change in use of an existing structure, provided the change in use does not increase the number of required off-street parking spaces and does not require a change of use capacity evaluation as provided for in GHMC 19.10.004;
- F. Normal maintenance and repair of existing improvements, facilities and structures;
- G. Installation and replacement of underground utilities located in public rights-of-way and approved utility easements or corridors;
- H. Utility pump stations, utility boxes and utility vaults;
- I. Removal of underground tanks when the site is restored to the condition prior to removal;
- J. Removal of all buildings and structures on a site together with the discontinuance of use of the land and buildings;
- K. Special uses as provided for in Chapter 17.65 GHMC;
- L. Uses allowed in approved common areas as provided for in GHMC 17.99.280;
- M. Land clearing as provided for in Chapter 17.94 GHMC;
- N. Temporary trailers as provided for in GHMC 17.01.090;
- O. Sign permits as provided for in Chapter 17.80 GHMC;
- P. Installation and modification of Level 1 and Level 2 electric vehicle charging stations as defined in GHMC 17.73.030(D).

Section 5. Section 17.96.030 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.030 Site plan review.

Any use or development that is subject to the requirements for site plan review, unless exempt as provided for in GHMC 17.96.025, shall be classified and processed as provided for in this section.

A. Minor Site Plan Review.

1. Applications for minor site plan review shall be processed in accordance with the procedures established under GHMC Title 19 for a Type I project permit application. A decision on a minor site plan review application shall be rendered prior to or concurrent with the issuance of any other applicable permit. The following are classified as minor site plan reviews:

- a. Change in use of an existing structure which increases the number of required off-street parking spaces and/or requires a change of use capacity evaluation as provided for in GHMC 19.10.004;

- b. Modifications to the number of off-street parking stalls, amount of impervious surface and height of structures on an existing site or approved site plan, provided such modifications do not exceed a 10 percent increase over the original;
- c. Modifications to the parking lot layout or parking lot landscaping on an existing site or approved site plan;
- d. Modifications to the landscaping, common area, or vegetation retention areas, provided the modifications do not adversely affect the basic character and quality of such;
- e. Modifications to the total amount of gross floor area on an existing site or approved site plan which do not exceed a 10 percent increase over the original or 1,000 square feet increase, whichever is less;
- f. Removal of some but not all buildings on a site;
- g. Modification or expansion of existing stormwater facilities;
- h. Modifications to the conditions of approval of a minor site plan review decision-;
- i. Installation and modification of rapid charging stations as defined in GHMC 17.73.030(P).

2. If a minor site plan review includes any use or development classified as a major site plan review in subsection B of this section, the entire project shall be processed under the provisions for major site plan review.

B. Major Site Plan Review.

1. Applications for major site plan review shall be processed in accordance with the procedures established under GHMC Title 19 for a Type II project permit application, except as provided for in subsection (B)(3) of this section. The following are classified as major site plan reviews:

- a. Construction of a building or installation of impervious surfaces on a vacant parcel;
- b. Modifications to an existing site or approved site plan which are not classified as a minor site plan review in subsection A of this section or are exempt from site plan review under GHMC 17.96.025;
- c. Any development subject to a SEPA threshold determination pursuant to Chapter 18.04 GHMC;
- d. Creation of new regional stormwater ponds;
- e. Establishment of a new use or change of use which is not located in an existing building;
- f. Modifications to the conditions of approval of a major site plan review decision-;
- g. Installation and modification of battery exchange stations as defined in GHMC 17.73.030(C).

2. If a SEPA threshold determination for a development requiring major site plan review is appealed, the major site plan review application shall be processed in accordance with the procedures established under GHMC Title 19 for a Type III project permit and the SEPA open record

appeal hearing shall be consolidated with the Type III project permit open record hearing.

3. A major site plan review application for a project which has an associated administrative interpretation, as provided for in GHMC 17.66.050, shall be processed as a Type III application as defined in GHMC Title 19.

C. A minor or major site plan review application that is part of a project that requires additional applications with other procedure types may be processed collectively under the highest numbered procedure for any application unless the applicant chooses to have each application processed individually following the permit processing procedures in GHMC 19.01.002(B).

Section 6. Section 18.04.060 in the Environmental Review (SEPA) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.060 Categorical exemptions and threshold determinations – Adoption by reference.

The city adopts the following sections of Chapter 43.21C RCW and Chapter 197-11 WAC, as now existing or hereinafter amended, by reference as supplemented in this chapter:

RCW

43.21C.410 Battery charging and exchange station installation.

WAC

- 197-11-300 Purpose of this part.
- 197-11-305 Categorical exemptions.
- 197-11-310 Threshold determination required.
- 197-11-315 Environmental checklist.
- 197-11-330 Threshold determination process.
- 197-11-335 Additional information.
- 197-11-340 Determination of nonsignificance (DNS).
- 197-11-350 Mitigated DNS.
- 197-11-355 Optional DNS process.
- 197-11-360 Determination of significance (DS)/ initiation of scoping.
- 197-11-390 Effect of threshold determination.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or

constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. 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 THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

Subject: First Reading of Ordinance Amending the Special Events Chapter of the Gig Harbor Municipal Code.

Proposed Council Action:

Consider the Ordinance and bring back For a second reading.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *mt*

For Agenda of: July 11, 2011

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: CLH 7/5/11

Approved by City Administrator: PJK

Approved as to form by City Atty: by email 6/30

Approved by Finance Director: ER 7/1

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

Chapter 5.28 of the Municipal Code regulating Special Events was adopted in 1983 and amended in 2009. The code inadequately reflects current conditions. The following is an overview of the recommended changes:

- Change "director of administration" to "City Administrator" and add "or his designee" throughout the chapter. This is a housekeeping amendment.
- Add language to allow certain commercially organized special events at the rate of one per month.
- Include an application fee of \$500 for commercially organized events to help cover administrative costs.
- Update the insurance requirements for events that include liquor to adequately protect the city per recommendation from the city's insurance pool, AWC RMSA.

FISCAL CONSIDERATION

The \$500 fee for a Commercially Organized Special Event Permit is in line with other jurisdictions and will help pay the cost for staff review and administration of the permit.

BOARD OR COMMITTEE RECOMMENDATION

At the June 27th Council meeting, the proposed changes were present to Council by Laureen Lund, Marketing Director. Council directed staff to come back with the amendments to the code in draft ordinance form for consideration.

RECOMMENDATION / MOTION

Move to: Consider the attached Ordinance and bring back for a second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SPECIAL EVENTS, AMENDING CHAPTER 5.28 OF THE GIG HARBOR MUNICIPAL CODE TO REFLECT A DESIRE TO ALLOW COMMERCIAL ENTITIES TO ORGANIZE EVENTS AND TO UPDATE CURRENT POSITION TITLES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 5.28 of the Gig Harbor Municipal Code contains provisions for licensing and regulating special events on public rights of way and public waterways; and

WHEREAS, the code requires modification to reflect current conditions; and

WHEREAS, in order to offer a wider array of opportunities for special events, the City Council desires to allow commercial sponsors to organize events; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 5.28.010 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.010 Purpose and intent.

....

B. The intent of this chapter is to allow ~~community-based organizations to sponsor~~ sponsorship of special events on public thoroughfares and public waterways, and to provide guidelines that protect the public's health, safety, and welfare.

Section 2. Section 5.28.020 of the Gig Harbor Municipal Code shall be amended to add a new subsection F to read as follows:

5.28.020 Definitions.

...

F. "Commercially Organized Events" means sporting events such as races and triathlons, performances such as concerts and theatre. Such events are limited to no more than one per month. No events will be allowed that are designed for the primary purpose of selling products.

Section 3. Section 5.28.030 of the Gig Harbor Municipal Code shall be amended as follows:

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5.28.030 Permit – Required.

No person shall engage in, participate in, aid, form or start any special event, unless a permit has been obtained from the city administrator or his designee.

Section 4. Section 5.28.040 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.040 Permit – Application – Fee.

There shall be paid by the sponsor(s) at the time of application a non-refundable fee of ~~\$50.00~~ for each special event as follows:

a) Non-profit Event	\$ 50.00
b) Commercially Organized Event	\$500.00

Section 5. Section 5.28.060 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.060 Permit – Application – Filing period.

...

B. The city administrator or his designee shall notify the applicant in writing of approval or disapproval, no later than 20 days following the date of the application.

Section 6. Section 5.28.080 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.080 Insurance Required.

...

C. If alcohol is permitted and being served, the applicant must obtain a license from the Washington State Liquor Board and provide a minimum of \$1,000,000 liquor liability coverage.

Section 7. Section 5.28.090 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.090 Permit – Issuance standards.

After departmental review, the city administrator or his designee ~~The director of administration shall~~ may issue a special events permit unless ~~he finds that~~:

...

B. The size or nature of the event requires the diversion of so great a number of city staff and / or police officers of the city that police protection or city services to the remainder of the city is dangerously unreasonably diminished;

...

E. In the case of an application for a commercially organized event, a commercially organized event has already been scheduled in the month requested or the city administrator or his designee determines a primary purpose of the event is to sell products.

Section 8. Section 5.28.100 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.100. Traffic Control.

The chief of police may require any reasonable and necessary traffic control. If such traffic control cannot be handled by the sponsor and shall require the deployment of additional police personnel, the permittee shall be responsible for the expense. The chief of police or his designee ~~director of administration~~ shall notify the applicant(s) of the actual projected expense ~~and collect this amount before a permit is issued.~~

Section 9. Section 5.28.110 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.110 Appeal procedure.

Upon denial of a permit by the city administrator or his designee, ~~director of administration~~, an applicant may appeal to the city council by filing a written notice of appeal for hearing by the city council at its next meeting. Upon such appeal, the city council may reverse, affirm, or modify the administrator's ~~director's~~ determination.

Section 10. Section 5.28.120 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.120 Permit – Revocation.

The city administrator or his designee ~~director of administration~~ shall have the authority to revoke a permit upon application of the standards for issuance as herein set forth. ~~The director~~ In the event of revocation, the city administrator or his designee shall notify the permittee of the revocation, in writing, ~~15 days prior to the event, or as soon as~~ reasonably possible.

Section 11. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 12. Effective Date. This ordinance shall take effect and be in full force and effect five 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 July, 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 THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Donkey Creek/Austin Estuary Restoration and Roadway Improvements Project

July 11, 2011

Donkey Creek Project – Key Objectives

- Traffic
- Fish Habitat
- Museum/Park Connectivity

Answers Needed Tonight

- Determine what to present at the Public Hearing on July 14
- Type of intersection at Harborview Drive and Austin Street

Answers Needed on July 25

- One Way or Two Way Austin Street/Close or Do Not Close N. Harborview Drive

Purpose

- Develop graphic aids
- Determine roadway alignment and park tree impact
- Assist the City of Gig Harbor decision making process

Scope of Work

- **Park Trees:** Visual effect of retaining trees within the park or removing some trees from within the park
- **Road Design:** Visual effect and property encroachment impact of roadway alignments
- **Think outside of the box**

Park Trees – Two Options

- Option 1 – Remove Park Trees

Develop three 3-D views of what the park will look like with a roadway design that does require removal of existing park trees and show 1 year, 10 year and 20 year growth projections of new trees

- Option 2 – Retain Park Trees

Develop three 3-D views of what the park will look like with a new roadway design that does not require the removal of any existing park trees

REMOVE TREE OPTION



Existing conditions



Estimated 1 year tree growth



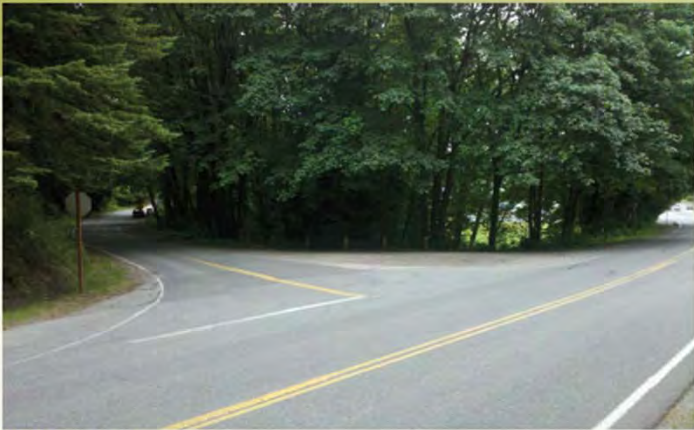
Estimated 10 year tree growth



Estimated 20 year tree growth

July 11, 2011

REMOVE TREE OPTION



Existing conditions



Estimated 1-year tree growth



Estimated 10-year tree growth



Estimated 20-year tree growth

July 11, 2011

REMOVE TREE OPTION



Existing conditions



Estimated 1-year tree growth



Estimated 10-year tree growth



Estimated 20-year tree growth

July 11, 2011

RETAIN TREE OPTION



View Orientation

July 11, 2011

RETAIN TREE OPTION



Existing conditions



View Orientation



July 11, 2011

RETAIN TREE OPTION



Existing conditions



View Orientation



July 11, 2011

Road Design – 5 Alignment Options

One Way – Keep N. Harborview Dr. Open

Two Way – Close N. Harborview Dr.

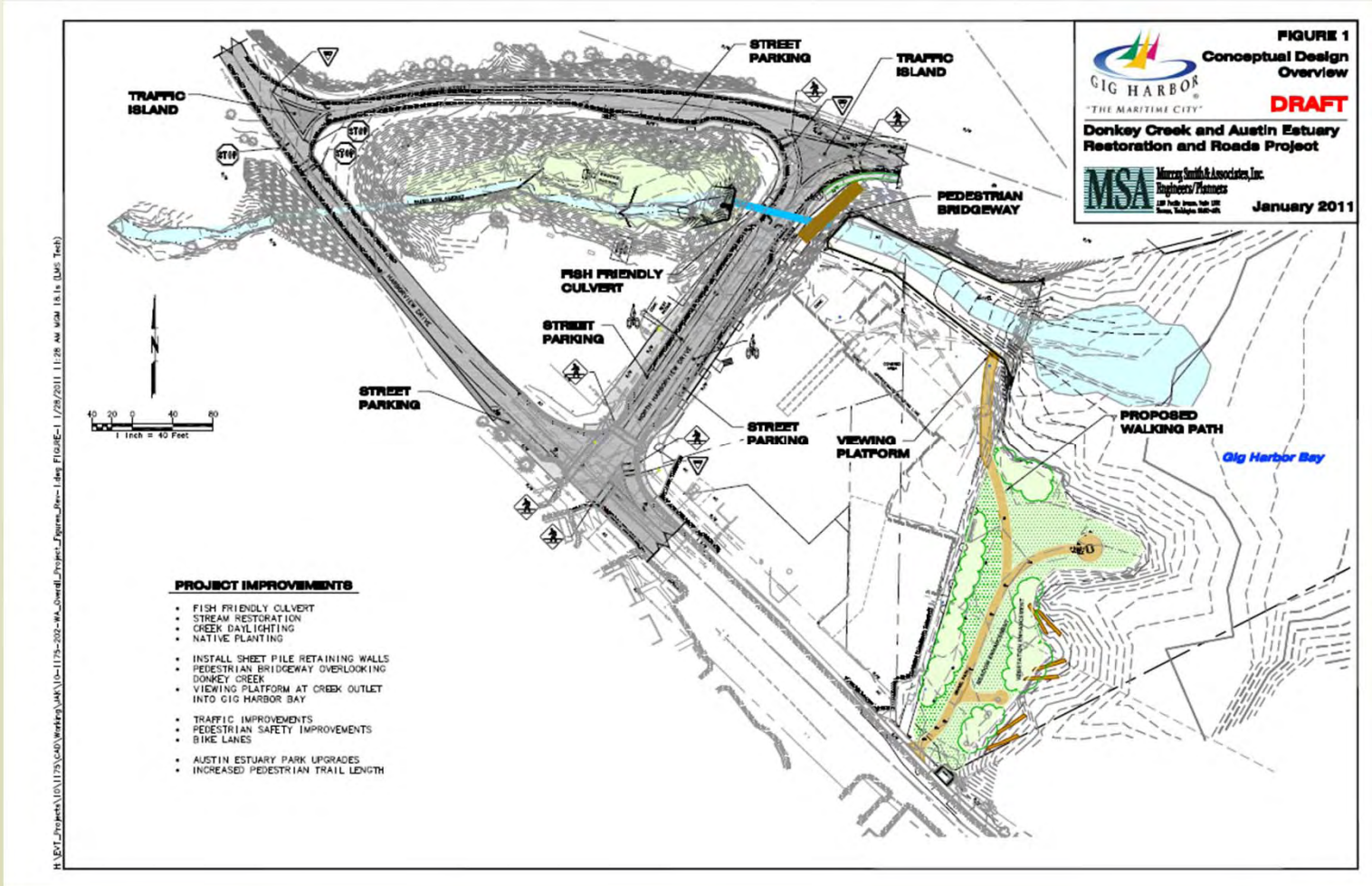
- Remove Trees – Tee Intersection
- Retain Trees – Tee Intersection
- Retain Trees – Sweeping Curve
- Retain Trees – Roundabout

Road Design

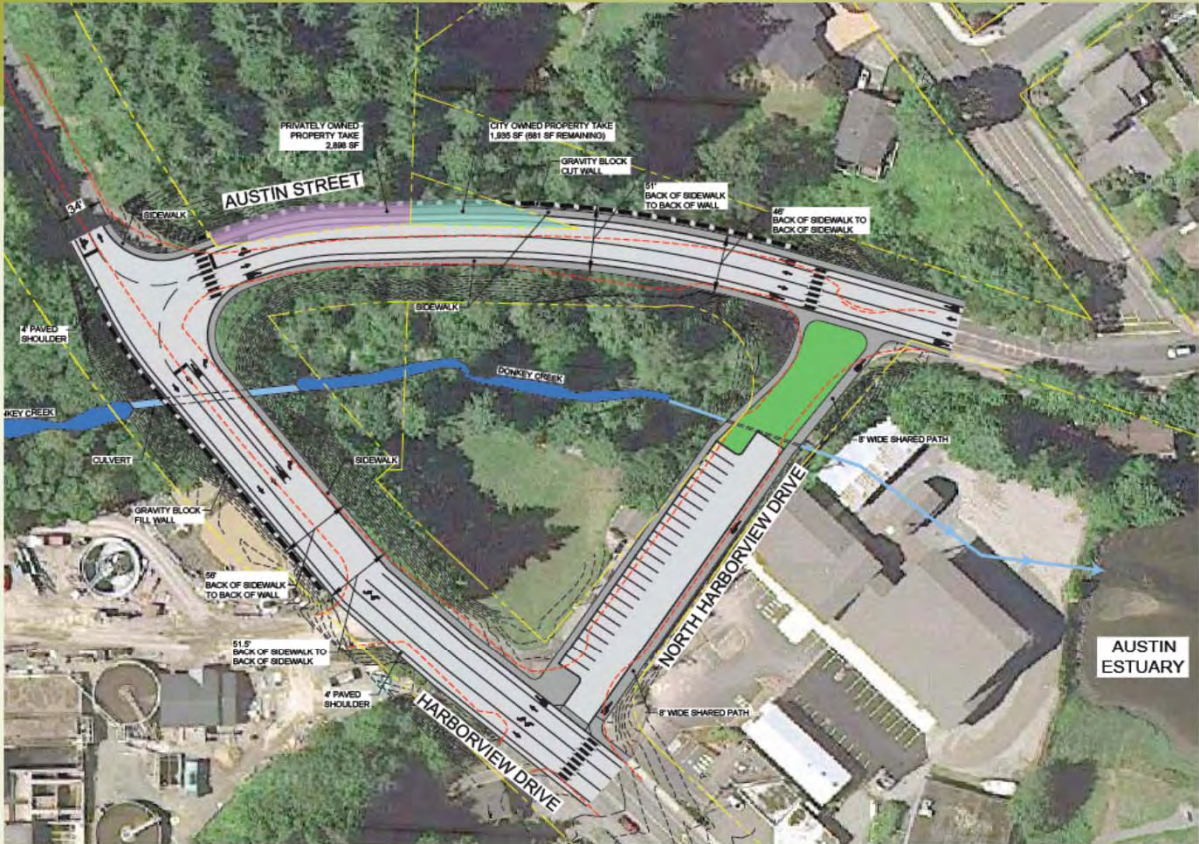
For Council Consideration:

- Type of Intersection - Tee, Sweeping Curve, or Roundabout
- Level of Service -“A”, “B”, etc.
- Lanes – One Way or Two Way
- Opinion of Cost

MSA One Way Austin Street - N. Harborview Dr. Open - Retain Trees



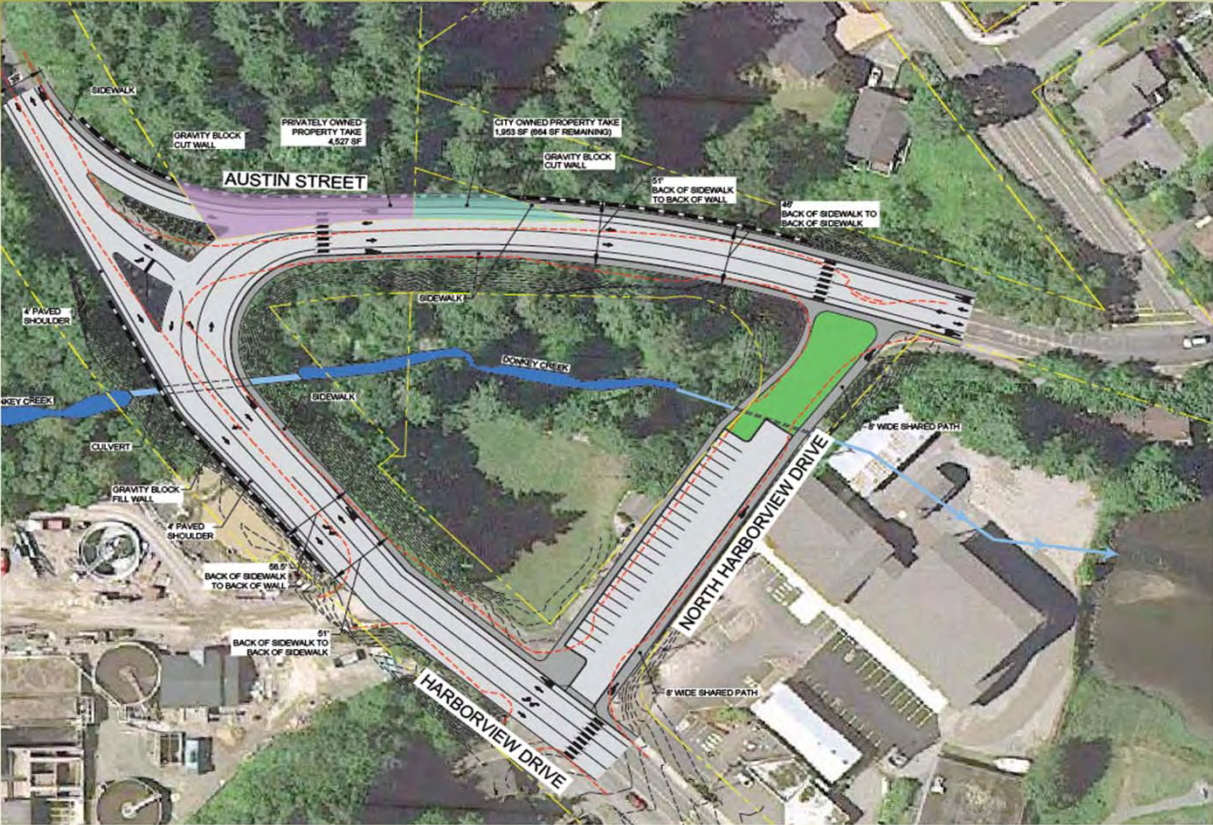
Retain Trees – Tee Intersection



NAME:	TEE INTERSECTION (ALL WAY STOP)
LOS:	C (PM PEAK)
LANES:	2-WAY
COST:	\$1,700,000

July 11, 2011

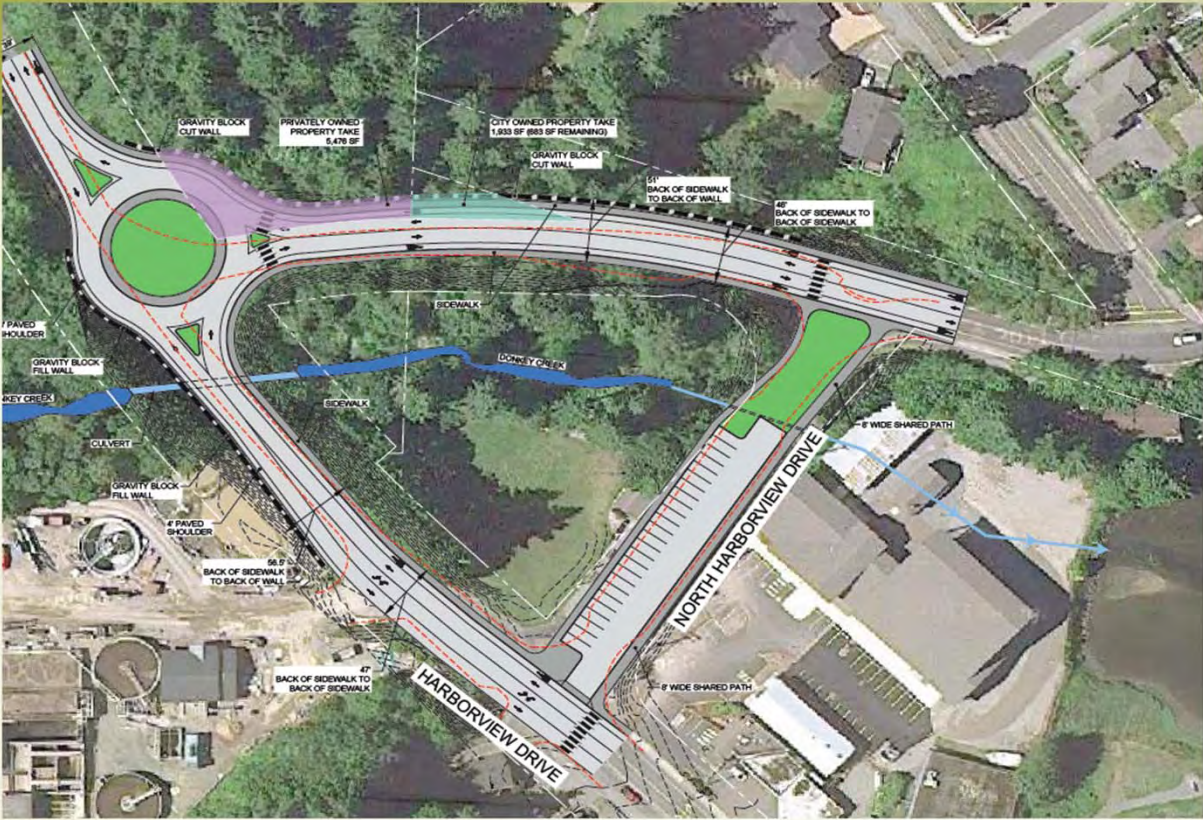
Retain Trees – Sweeping Curve



NAME:	SWEEPING CURVE
LOS:	C (PM PEAK)
LANES:	2-WAY
COST:	\$1,900,000

July 11, 2011

Retain Trees - Roundabout



NAME:	ROUND ABOUT
LOS:	B (PM PEAK)
LANES:	2-WAY
COST:	\$1,900,000

July 11, 2011

Road Design – 5 Alignment Options

Description		Cost (\$)	HBZ Enhancement (\$)	Level of Service (LOS)
One-Way Keep N. Harborview Open		\$482,000	\$0	C
Two Way Close N. Harborview				
	Remove Trees – Tee Intersection	\$1,200,000	\$822,000	C
	Retain Trees – Tee Intersection	\$1,700,000	\$1,322,000	C
	Retain Trees – Sweeping Curve	\$1,900,000	\$1,522,000	C
	Retain Trees - Roundabout	\$1,900,000	\$1,522,000	B

Recommendation for July 14 Community Meeting

- Show MSA One Way option – Keep N. Harborview Dr. Open
- Show PMX Two Way Option-Retain Trees - Tee Intersection
- Show PMX Two Way Option-Retain Trees - Roundabout