

Gig Harbor City Council Meeting

**May 14, 2012
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, May 14, 2012 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes: a) Minutes of April 23, 2012; b) Special Meeting April 30, 2012; c) Special Meeting May 2, 2012.
2. Receive and File: a) GHPD 1st Quarter Report; b) Downtown Planning & Visioning Committee minutes March 21, 2012; c) 4th Quarter Finance Report.
3. Correspondence / Proclamations: a) Ready, Set, Go! 5210 Childhood Obesity.
4. Liquor License Action: a) Special Occasion – GH Yacht Club Junior Sail Program; b) Chamber of Commerce – Maritime Gig; c) ~~Added Privilege – Red Rooster Café~~; d) Renewals: Target, Puerto Vallarta, Round Table Pizza, Julep Nail Parlor.
5. Summer Sounds Concert Contracts.
6. Second Reading of Ordinance No. 1240 – Compensation for Municipal Judge.
7. Pump Station 3A Wet Well – Construction Services Contract/HDR.
8. Well #11 Production Well Development – First Amendment to Consultant Services Contract with Carollo Engineers.
9. Donkey Creek Project - Consultant Services Contract Amendment No. 2 – Parametrix.
10. Donkey Creek Project – Preparation of Final Plans and Specifications, Preparation of Bidding Documents and Final Permitting Assistance - Consultant Services Contract Amendment No. 3 – Parametrix.
11. 2012 SR16 Burnham Interchange Mitigation Improvements Wetland Monitoring – Consultant Services Contract/DEA, Inc.
12. Public Safety Testing Agreement Renewal.
13. Washington State Grant for Maritime Pier Design and Construction.
14. 2012 Traffic Model Update Contract Amendment No. 2 – David Evans & Associates.
15. 2012 Pavement Maintenance Project - Public Works Contract and Consultant Services Contract Awards.
16. Approval of Payment of Bills May 14, 2012: Checks #69577 through #69714 in the amount of \$532,359.34.
17. Approval of Payroll for the month of April: Checks # 6473 through #6490 in the amount of \$360,764.07.

PRESENTATIONS:

1. Ready, Set, Go! 5210 Childhood Obesity Proclamation – Kirstin Hawkins
2. Gig Harbor Boat Club – Kayak Storage Presentation.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Washington State Heritage Grant for Eddon Boat.
2. Appointment of Attorney Scott Snyder as hearing officer in the upcoming appeal.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Open House Rainier-Cascade Water Main Improvement Project: May 16th 4-6 p.m.
2. Operations Committee: Thu. May 17th at 3:00 p.m.
3. Civic Center closed May 28th for Memorial Day.
4. City Council Meeting: **Tues.** May 29th at 5:30 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i) and Guild Negotiations per RCW 42.30.140(4)(a).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – April 23, 2012

PRESENT: Councilmembers Young, Guernsey, Perrow, Malich, Payne, and Kadzik and Mayor Hunter. Councilmember Ekberg was absent.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes April 9, 2012.
2. Liquor License Action: a) Renewals: Walgreens, Anthony's, Kelly's, Tanglewood Grill, Bistro Satsuma; b) New Application: Heritage Distillery.
3. Receive and File: a) Minutes of Workstudy Session of April 5, 2012; b) Minutes of Parks Commission Meeting March 7, 2012.
4. Second Reading of Ordinance No. 1238 – Side Yard Setbacks in the Historic District.
5. Pierce County Metro Canine Unit Services Agreement.
6. Marketing Video Consultant Services Contract.
7. Jerisich Dock Improvements – Consultant Services Contract/Sitts and Hill.
8. Resolution No. 898 - Closed Record Decision Harbor Hill Div.1A Final Plat/PRD (PL-FPLAT-12-0001, PL-FPRD-12-0001).
9. Dedication of Right-of-Way for Harbor Hill LLC and OPG Properties LLC.
10. 56th St/Point Fosdick Drive Improvement Project – Construction Contract Authorization, Change Order Authority, Consultant Services Contract Amendment #1 (DEA), Consultant Services Contract (CTL).
11. Resolutions (3) to apply for RCO Grants for the Play Structure at City Park and a Property Acquisition on Harborview Drive.
12. Consultant Services Contract for RCO Grant Writing Services – AjO Consulting.
13. Approval of Payment of Bills Apr. 23, 2012: Checks #69467 through #69576 in the amount of \$361,391.17.

Councilmember Malich asked that Item No. 7 be moved to New Business for further discussion.

MOTION: Move to approve the Consent Agenda as amended.
Kadzik / Payne – unanimously approved.

Mayor Hunter introduced Zach Lell, Attorney filling in for City Attorney Angela Belbeck.

PRESENTATIONS:

Crescent Creek Playground Project Update. Stephanie Payne introduced Fred Oldenburg and Norma Dompier, members of the playground committee. Ms. Payne presented a status report and then discussed the preliminary budget. She highlighted the donations to date, plans for future fundraisers, and grant opportunities. Ms. Payne explained that the budget is higher than the original \$200,000 anticipated due mainly to the change in fishing vessel play toy to reflect

the old world design, surfacing materials, and fencing. She said that these added elements raise the budget to a \$275,000 to \$325,000 range, emphasizing that this is a preliminary budget; the final determination is up to Council. Ms. Payne said that they would have a better understanding of the budget in October after fundraising efforts and the grant award. At that time the final design could be determined based upon the budget. She talked about the "Together We Play national contest that resulted in an article in the *Washington State Parks & Recreation* magazine that went national. She offered to answer questions.

When asked for clarification, Ms. Payne explained that when the final numbers are determined in October, they may ask for the right to reserve excess Park Impact Fees.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – Harbor Hill Div. 1A Rezone to PRD. Mayor Hunter asked Attorney Zack Lell to review the appearance of fairness doctrine for Council.

Attorney Lell went through the disclosure processing, asking if any Councilmembers wished to reveal any financial or personal interest in the project, any bias or pre-judgment of the project, or had participated in any ex parte oral or written communications on this matter. He then asked if any member of the audience had any appearance of fairness challenges to any of the Councilmembers or Mayor.

Councilmember Young responded that the Councilmembers had communicated with the property owner in a broad manner, but nothing specific to the PRD. There were no other responses to this query from the Council or audience and so the meeting continued.

Planning Director Tom Dolan presented the background for this amendment to the City Zoning Map to reflect the approval of the final Planned Residential Development for Harbor Hill Division 1A. He addressed council questions.

MOTION: Move to adopt Ordinance No. 1239 at first reading, as allowed by GHMC 1.08.020.C.
Payne / Malich – unanimously adopted.

2. First Reading of Ordinance – Compensation for Municipal Judge. Court Administrator Stacy Colberg introduced this housekeeping ordinance to adopt the Municipal Judge's contract in order to comply with statutory requirements. This will return for adoption on the consent agenda at the next meeting.

3. Jerisich Dock Improvements – Consultant Services Contract/Sitts and Hill. City Engineer Steve Misiurak presented the background for this contract to permit and assist with the bid documents for the dock improvements.

Councilmember Malich said this is a radical design change and asked about choosing this consultant and why there is no opportunity for public input on the design or pumpout.

Mr. Misiurak responded that this consultant is the most qualified. He explained that the reason for the design change is to eliminate additional pilings in order to meet the available budget and permitting timeline, and to reduce the impact on the ingress/egress to the adjacent marina. He said that the design hasn't been finalized and there will be opportunity for discussion with the Parks Commission and Public Works Committee.

STAFF REPORT:

Peninsula School District Proposed Elementary School – Harbor Hill Drive. Planning Director Tom Dolan introduced the information on a desire by Peninsula School District to locate a new school in the Harbor Hill neighborhood. He explained that the current PCD-BP zoning doesn't allow schools and asked if Council would be willing to sponsoring a text amendment. He added that the Planning Commission has no objection to Council having direct consideration of this zoning change. After he addressed Council comments, Mr. Dolan was directed to move forward with the text amendment process.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Nomination to the Pierce Transit Authority Board of Commissioners. Councilmember Young presented the background for this request for nomination to represent the small cities.

MOTION: Move to nominate Derek Young to serve as a member of the Board of Commissioners for Pierce Transit.
Guernsey / Malich – unanimously approved.

Councilmember Malich said that Marketing Director Laureen Lund deserves to be honored for her effort in getting Gig Harbor into an article in the Smithsonian Magazine. He then voiced concern for the recent news of the abduction of small children across the nation. He said that we should be proactive and look into video monitoring of our city streets to help control random acts of violence of all types. He stressed that our police just can't do it all.

Councilmember Perrow gave a recap of the Parks Appreciation Day events. He thanked the Parks Commission, staff members Terri Reed, Nancy Nayer, and Marco Malich, members of the LDS Church, and several other community groups for their role in this very successful event.

Councilmember Guernsey first congratulated Councilmember Perrow on being a new father. She then asked about solicitation in the city.

City Clerk Molly Towslee responded that the Green River Ordinance no longer exists due to constitutional issues, and explained that solicitors are required to obtain a temporary city business license. Councilmember Perrow added that he had been approached three times in

three weeks by a group from Atlanta who appears to be “casing” the neighborhoods. He said that the police are aware of this group.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Downtown Planning & Visioning: Wed. Apr 25th at 4:00 p.m.
2. City Council Special Meeting: Mon. Apr 30 at 5:30 p.m.
3. Joint City Council / Park Commission Worksession: Wed. May 2 at 5:30 p.m.
4. Council Retreat: Fri. May 11th at 8:30 a.m.

ADJOURN:

MOTION: Move to adjourn at 6:20 p.m.
Payne / Guernsey – unanimously approved.

CD recorder utilized: Tracks 1002 – 1018

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

MINUTES OF SPECIAL CITY COUNCIL MEETING – April 30, 2012

PRESENT: Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne, and Kadzik, and Mayor Hunter.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

NEW BUSINESS:

1. Donkey Creek Estuary Restoration and Road Improvement Project.

City Engineer Stephen Misiurak provided the following project history to Council: At the July 25th City Council Meeting, Parametrix presented multiple roadway options and Wade Perrow presented the North Harborview Drive bridge concept and probable estimate of costs. At this meeting, City Council verbally authorized Parametrix to proceed with the development of a 30% design, construction cost estimate and permitting feasibility of two final construction options, a bridge and a culvert, and pursue initial environmental permitting for these options. At that meeting, Council's key objectives were to improve traffic circulation, restore fish habitat, and enhance the Museum and Park connectivity.

At the September 12, 2011 City Council Meeting, City Council selected the preferred alternative consisting of the Daylighting of Donkey Creek in combination with the one way Austin Street circulating traffic option along with the construction of a reinforced concrete vehicular and shared use bike pedestrian bridge option and Council verbally authorized Parametrix to proceed forward with the final design, permitting, preparation of bid ready project specifications and plans.

At the April 5, 2012 Work Study Session, Parametrix presented a progress status project update that included the 90% design of the Bridge Option which exceeded the project budget by \$1.5M. At the April 5th meeting, Mayor Hunter strongly voiced his concerns and presented a reduced scope option that was a partial estuary restoration that would greatly reduce the budget shortfall. Council directed staff to present a comparative analysis of the two options, whereby Council could decide which option was to be pursued and how it would be funded.

On April 30, 2012, staff presented the comparative analysis of two alternative options that consisted of the following:

- I. Maintain the currently designed scope of work, including a bridge on North Harborview Drive, and quantify the funding required, specifically, the amount spent to date and amount of local and other funds required to complete the project.
- II. Reduce the scope of work to incorporate a partial estuary restoration that does not include a bridge on North Harborview Drive and quantify the funding required as described.

Mayor Hunter explained that the No Bridge Option had the same transportation improvements on Austin Street with the same one-way configuration on North Harborview Drive as the Bridge Option however, the pre-cast girder bridge would be eliminated, leaving the pipe in its current location. A portion of Donkey Creek would be daylighted with a partial connection to Austin Estuary. No grant funds would need to be returned.

Senior Engineer Emily Appleton presented the probable costs for both options. Each phase of both The Bridge and No Bridge options were discussed and compared. The estimated total project cost for the full Bridge option is \$4,920,949, and the No Bridge option is \$3,716,000. Additional funding sources were discussed and Council requested to discuss funding options at the Council Retreat on May 11th.

Mayor Hunter addressed Council with concerns about the Bridge Option being \$1.5M over budget that he stressed could end up being higher due to cost overruns and/or risks associated with the project, which are hard to protect from, especially from a soils/dirt work aspect.

Mayor Hunter stated that we need to ask the following funding questions:

1. How will this project impact the Finholm District with a 12-month construction schedule?
2. Mayor Hunter affirmed that the Museum is good for Gig Harbor and asked how will the project impact the Museum and can the Museum survive the construction for 12 months?
3. Is part of the project to get the native salmon run back? Mayor Hunter said there are no native salmon there and didn't know how many decades it would take for the native run to return, if ever.
4. Will water and sewer rates increase if we use water and sewer funds? Mayor Hunter stated that rates have continually gone up over the past several years and expressed concerned with pulling from the two funds.

Mayor Hunter further stated that the economy still remains flat and there have been no signs of improvement yet. He said that the city did not have the reserves to pull funds out of the General Fund for this project. Mayor Hunter also stated that the city leveraged the Civic Center Debt fund to buy the Maritime Pier property. He questioned if HBZ dollars should be used for the project and said that technically it is allowable but is it the best use of HBZ funds. He explained that the HBZ funds might be best used in Gig Harbor North to take off some added pressure; that Harbor Hill Drive is important and we need to get this road on the books as it may take five years for permitting.

Mayor Hunter asked the Council if a \$5M dollar project was warranted. He said that there are enough funds in the job to take care of the Museum's campus whereby the city has committed to do roughly \$180-190K worth of work there and said the idea is to make the Museum whole.

Mayor Hunter stressed that he likes this project but expressed that it is too expensive to build the full Bridge Option right now and suggested phasing the work, which could allow more time to raise funds. He said that the idea of doing this without financial backing is reckless. He mentioned a few quotes, one from Jim Dugan of Parametrix who said, "This is the most complex project that he has seen in the thirty-five years of his career." He also quoted Shannon Thompson of Parametrix, "This project has many unforeseen obstacles and challenges." Mayor Hunter stated that he wanted to err on the prudent side of this project and asked the City Council to be good stewards of the city's money.

Ms. Appleton said the Harborview Sidewalk Improvements were not included in the Bridge or No Bridge estimates. She showed a slide of the sidewalk at 90% design, which is estimated to cost \$290K. She explained that it could be included as an additive bid alternate. There was discussion about the design and Councilmember Malich stated that the design failed the public, as it did not add any on street parking.

City Administrator Richards voiced his concern that the sales tax revenue coming in to the city is still flat. He explained that spending the reserves could be dangerous and expressed that according to the state economist, we are still in a recession.

A Question and Answer period followed pertaining mainly to funding options, permitting status, and local impacts.

Sue Loiland, Harbor History Museum – 4121 Harborview Drive. Ms. Loiland stated that the Harbor History Museum is interested in the project. She explained that the Museum is most concerned about the timing and methodology of the project, and asked that the landscaping be done in accordance with the plans. Councilmember Payne stated for the record that he is on the Museum's Board of Trustees, however there is no conflict of interest and would be able to vote concerning the preferred option, per City Attorney Angela Belbeck.

MOTION: Move to approve to give direction to staff to move forward with Bridge Option and discuss finance package at upcoming Council Retreat on May 11, 2012.
Payne / Young – unanimously approved.

The Harborview Sidewalk Improvements were discussed to include as a bid alternate. Councilmember Perrow said he would abstain from voting, as he is a property owner that abuts the proposed sidewalk improvements.

MOTION: Move to include the Harborview Sidewalk Improvements as an additive bid alternate.
Ekberg / Kadzik – unanimously approved.
Perrow abstained.

Council asked if there were any other items that needed action taken. City Engineer Stephen Misiurak said that Parametrix has a current contract amendment for out of scope work performed that needed to be ratified for \$212K, as stated at the April 5, 2012 Council Work Study Session. Mr. Misiurak said that there would be another contract amendment with Parametrix to get the plans and specifications from 90% to 100% that includes bidding services

to get us to award. Mr. Misiurak further stated that there will be a separate consultant services contract presented to Council for approval that would assist with construction management.

Ms. Appleton stated that a hearing needed to be rescheduled with the Hearing Examiner to accept the project permits.

ADJOURN:

MOTION: Move to adjourn at 6:40 p.m.
Perrow / Kadzik – unanimously approved.

CD recorder utilized: Tracks 1002 -1026

Charles L. Hunter, Mayor

Maureen Whitaker, Asst. City Clerk

MINUTES OF A SPECIAL GIG HARBOR CITY COUNCIL MEETING – May 2, 2012

PRESENT: Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Kadzik and Mayor Hunter. Councilmember Payne was absent

CALL TO ORDER: 5:32 p.m. .

NEW BUSINESS:

1. Pierce Transit Board of Commissioners Ballot. Mayor Hunter explained that the ballot needed to be cast and forwarded to Pierce Transit prior to their May 11th meeting.

MOTION: Move to vote for Councilmember Derek Young to serve as a member of the Board of Commissioners for Pierce Transit for a three-year term, may 9, 2012, to December 31, 2015, representing the Cities and Towns of Auburn, Pacific, Ruston, Steilacoom, Gig Harbor and Fircrest.
Kadzik / Guernsey – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 5:40 p.m.
Malich / Kadzik – unanimously approved.

CD recorder utilized: Tracks 1001

Charles L. Hunter, Mayor

Molly Towslee, City Clerk



Subject: Gig Harbor Police 2012 1st Quarter Council Report

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: May 14, 2012

Proposed Council Action: Review

Exhibits: Report attached

Initial & Date

Concurred by Mayor: SCA 5/3/12

Approved by City Administrator: R

Approved as to form by City Atty: N/A

Approved by Finance Director: _____

Approved by Department Head: _____

(Signature) #1 5/3/12

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS *MD#1*
 SUBJECT: 2012 1st QUARTER COUNCIL REPORT
 DATE: MAY 14th, 2012

For a large part of the 1st quarter of 2012 we have been down two officers on medical issues. With a small agency such as ours it is a challenge to plug the holes created in our 24/7 schedule. All our folks have stepped up and sacrificed their personal plans to be available to work extra shifts. This is reflective of the high quality people we have employed with GHPD.

DEPARTMENTAL ACTIVITIES SUMMARY

Category	March 2012					
	March 2011	March 2012	Change	YTD 2011	YTD 2012	Change
Calls for Service	590	675	85	1791	1882	91
General Reports	168	178	10	523	457	-66
Criminal Traffic	24	14	-10	106	53	-53
Infractions	116	83	-33	368	219	-149
Criminal Citations	9	19	10	56	0	-2
Warrant Arrests	1	9	8	9	21	12
Traffic Reports	6	17	11	25	48	23
DUI Arrests	3	5	2	23	15	-8
Misdemeanor Arrests	33	34	1	162	84	-78
Felony Arrests	5	2	-3	13	2	-11

- 2012 1st quarter calls **for service** when compared to 2011 1st quarter **calls for service** show an *increase* in calls for service of 91, which is not statistically significant.
- **DUI arrests** for 2012 1st quarter were down by eight (8) arrests when compared to the same period in 2011.

- Our 2012 1st quarter **traffic infractions** written increased by 149 when compared to 2011 1st quarter. Our **criminal traffic citations** have decreased by 53 during the 1st quarter of 2012. Most of our criminal traffic citations continue to be driving while license suspended violations.
- Our **traffic accidents during the 1st quarter 2012** are up by 23 accidents when compared to the same time period in 2011. We had eight (8) roundabout accidents in the 1st quarter 2012 with only two reporting minor injuries.
- 2012 1st quarter statistics show our **misdemeanor** arrests decreased by 78 arrests compared to the 1st quarter in 2011 and our **felony arrests** during the 1st quarter in 2012 are down by 11 when compared to the 1st quarter of 2011.

Three \$1,000 Scholarships awarded by the Jaycox Gig Harbor Police Benevolent Fund:

Our foundation awarded three Gig Harbor High School seniors with \$1,000 scholarships in March. Each of the students expressed an interest in pursuing studies in Criminal Justice. Each year we are encouraged and impressed with the quality of students graduating from our local High School that have an interest in law enforcement careers.

Drug Enforcement Administration's National Prescription Drug Take-Back Day:

Our department participated in the Drug Enforcement Administration's (DEA) National Prescription Drug Take-Back Day which took place on Saturday, April 28, 2012, from 10:00 a.m. to 2:00 p.m. Our COPS volunteers hosted the event at the police station. This was a great opportunity for those who have accumulated unwanted, unused prescription drugs, to safely dispose of those medications. We have had a prescription drug depository vault at the office for several years now. We have collected 349 pounds of unused prescription drugs since the start of the program. When the results of the three prior Take-Back Days are combined, the DEA, and its state, local, and tribal law-enforcement and community partners have removed 995,185 pounds (498.5 tons) of medication from circulation in the past 13 months. This is a great program that has become very popular with our local community members.

Refund of excess Fund Balance from LESA: The Law Enforcement Support Agency (LESA) which provides dispatch and records management support services for most of Pierce County Law Enforcement agencies recently authorized the distribution of nearly \$4.6 million in excess fund balance back to their member agencies. The excess fund balance was discovered after the 2009-2010 audit by the State Auditor's Office in January of this year. The majority of the excess fund balance was found in personnel cost savings as a result of having a challenging time maintaining budgeted staffing levels in the communication division. Refunds were based on the average percent of distribution by member agencies during the last three fiscal years. We received a check for **\$60,055.00** which represents 1.3% of the total.

Detectives Unit

Detectives Cabacungan and Dougil have stayed very busy working cases and filling in for patrol when needed. Some of the more notable cases this quarter were:

- An organized retail theft ring involving Costco was investigated. This case is pending review and charging by the PC Prosecutor's Office.
- A string of thefts from vehicles at the GH YMCA resulted in a suspect being arrested after our detectives worked with Kitsap County SO in identifying the person responsible. This was another example of how sharing information with other local law enforcement agencies can result in solved cases.
- After a string of vehicle prowls, we set up a "bait car" in the Kimball Park and Ride. The suspect was subsequently caught in the act and convicted. A large amount of stolen property was recovered.
- The suspect in a vehicle prowler/fraud case was identified from surveillance video and arrested for multiple felony counts of ID theft and possession of stolen property.
- A prolific ID theft and forgery suspect responsible for buying three chain saws from a local department store with a fraudulent credit card was arrested and booked. This suspect was charged with four (4) Gig Harbor felonies and 21 Tacoma PD felonies. He was also wanted by multiple agencies from Spokane to Lacey for other like crimes. This subject was arrested by our detectives one day before being featured on Washington Most Wanted.

Citizens Offering Police Support (C.O.P.S.) Volunteers

During the first quarter of 2012, the Citizens Offering Police Support (C.O.P.S.) put in a total of 231 hours in support of the police department. They have written seven disabled parking tickets (and issued MANY more warnings). One volunteer completed a project of entering all of our Trespass Admonishments into a spread sheet so that our officers will (soon) have access to this list from their patrol vehicles. This will make it easier to enforce the trespassing laws in our city. Another volunteer has been entering all of our false alarm compliance reports in an effort to identify repeat false burglary and robbery alarm subscribers. False alarms waste resources that could be better spent on other prevention and enforcement activities.

Marine Service Unit

The Gig Harbor Police Department Marine Services Unit is in the midst of the off-season for boating. Other than some basic maintenance, no boat hours were logged. The Marine Services Unit did initiate action against 14 derelict boats and has removed virtually all of them from Gig Harbor. This has been met with great positive response from citizens.

Reserve Unit:

We currently have three reserve officers. They have been involved in training this month including FTO/PTO, EVOG and Taser recertification. All three of our reserves completed their 20-hour minimum each month of the first quarter 2012.

Explorer Post

The Explorer Post conducted six training meetings during the first quarter of this year. We had six explorers assist Kent PD with traffic control during the procession for the Trooper Tony Memorial Service. The Explorers have a busy second quarter planned this year and will be assisting with at least four different events during the next couple of months. Explorer Kevin Hayward was notified that he was accepted into the U.S. Coast Guard Academy. Congratulations to Explorer Hayward!

Response times

Below are our average patrol response times for our Priority 1, 2 and 3 calls for the 1st quarter of 2012. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our goal is to respond to Priority 1 calls within 4 minutes 90% of the time. Our 2012 1st quarter Priority 1 response time average is 6.25, which was higher than normal. Our 2011 1st quarter Priority 1 response time average was 4.43. We have had two officers on extended sick leave the last couple months which may be a contributing factor.

1st QUARTER 2012 AVERAGE RESPONSE TIMES

	P1	P2	P3
January	4.64	7.13	10.35
February	7.56	7.23	10.34
March	7.35	6.48	11.07
April			
May			
June			
July			
August			
September			
October			
November			
December			
YEARLY AVERAGE Minutes	6.52	6.95	10.59

Below you will find the reported traffic accidents for the 1ST quarter of 2012. Eight (8) of our accidents in the 1st quarter involved our roundabouts with minor injuries reported in two of them. We also saw an increase in accidents during the first quarter of 2012 (+23) - -- probably due to the abnormally harsh weather conditions we saw in January.

TRAFFIC ACCIDENTS FOR 1 ST QUARTER 2012					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
1.3.12	14:00	Burnham Dr.	SR 16	* Roundabout	N
1.5.12	14:16	Canterwood Blvd.	122nd St.	*	Y
1.6.12	15:07	Soundview Dr.	Olympic Dr.	*	N
1.9.12	6:08	Kimball Dr.	6400		Y
1.12.12	17:30	Borgen Blvd.	51st Ave.	*	N
1.11.12	14:46	Hunt St.	Soundview		N
1.12.12	21:15	N. Harborview Dr.	8812		N
1.13.12	15:32	Point Fosdick Dr.	4816		N
1.18.12	22:10	Harbor Hill	Borgen Blvd.		N
1.21.12	14:40	Pt. Fosdick Dr.	4818		N
1.23.12	6:31	Wollechet	Wagner Way	*	N
1.23.12	6:00	Rosedale St.	3510		N
1.24.12	12:40	Borgen Blvd.	Canterwood	* Roundabout	Y
1.24.12	13:59	Pioneer Way	Uddenberg	*	N
1.24.12	14:45	Canterwood Blvd.	11500	*	Y
1.27.12	15:38	Olympic Dr.	SR16	*	Y
1.31.12	14:00	N Harborview Dr.	9324		N
2.1.12	8:45	Harborview Dr. I	N. Harborview Dr.	*	N
2.6.12	9:23	Olympic Dr.	50th St. Ct.	*	Y
2.6.12	18:00	Pt. Fosdick Dr.	4701		N
2.6.12	17:02	Olympic Dr.	SR16	*	N
2.6.12	18:21	Borgen Blvd.	11200	*	Y
2.6.12	18:34	Olympic Dr.	Pt. Fosdick Dr.	*	N
2.7.12	19:11	Hunt St.	Wollochet	*	N
2.8.12	8:40	Pt. Fosdick Dr.	45th St. Ct.		N
2.10.12	19:28	Pioneer Way	7707		N
2.14.12	14:20	Olympic Dr.	SR16		N
2.15.12	11:14	Harbor Hill Dr.	10550		N
2.17.12	11:35	SR16	Burnham Dr.	* Roundabout	N
2.17.12	13:10	Borgen Blvd.	5300	*	N
2.17.12	16:23	Burnham Dr.	Borgen Blvd.	* Roundabout	N
2.18.12	16:28	SR16	Borgen Blvd.	* Roundabout	N
2.18.12	23:51	Rosedale St.	Schoolhouse	*	N
2.21.12	14:00	45th St. Ct.	3213		N
2.22.12	7:09	Borgen Blvd.	Burnham Dr.	* Roundabout	N
2.24.12	15:45	Borgen Blvd.	Canterwood	* Roundabout	N
2.25.12	13:12	Olympic Dr.	SR16	*	N
2.25.12	13:50	Olympic Dr.	Pt. Fosdick Dr.	*	N

TRAFFIC ACCIDENTS FOR 1 st QUARTER 2012 (Cont.)					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
2.27.12	18:50	Borgen Blvd.	5151	*	
3.1.12	8:30	Burnham Dr.	4309		N
3.1.12	16:41	Borgen Blvd.	5100	*	N
3.2.12	13:45	Borgen Blvd.	Burnham Dr.	*	N
3.3.12	14:14	Olympic Dr.	5500		N
3.3.12	14:28	Pt. Fosdick Dr.	4831		N
3.4.12	13:35	Harborview Dr.	3400	*	Y
3.5.12	12:35	Burnham Dr.	Borgen Blvd.	*	N
3.7.12	20:12	56th St.	3716	*	N
3.7.12	14:00	Olympic Dr.	5500		N
3.9.12	15:02	Hunt St.	Kimball	*	N
3.16.12	2:23	Burnham Dr.	Borgen Blvd.	* Roundabout	N
3.18.12	17:02	Pt. Fosdick Dr.	56th St.	*	Y
3.19.12	10:35	Borgen Blvd.	5050		N
3.19.12	17:10	Olympic Dr.	5500	*	N
3.22.12	11:45	Hunt St.	43rd Ave. Ct.	*	N
3.26.12	14:20	Pt. Fosdick Dr.	4831		N
3.27.12	18:55	Harbor Hill Dr.	10500	*	N
3.28.12	18:30	Point Fosdick Dr.	4649		N
3.29.12	14:31	Olympic Dr.	5287		N
3.30.12	16:30	Olympic Dr.	SR16	*	Y

1st Quarter 2012 Crime Report/Year to Date (through March 2012) there were 224 crimes investigated within the city of Gig Harbor compared to 292 during the same period in 2011. Overall we saw an 23% decrease in reported crime in 2012 during the 1st quarter when compared to the 1st quarter in 2011. The most notable increase has been in residential burglaries at 100%.

Kidnap/Child Lure					
	March 2011	March 2012	Year-To-Date (through Mar 2011)	Year-To-Date (through Mar 2012)	Year-To-Date Percent Change
Child Luring	0	0	0	0	0%
Kidnapping (restrain or abduct)	0	0	0	0	0%
Kidnap/Child Lure Total:	0	0	0	0	0%

Violent Crimes					
	March 2011	March 2012	Year-To-Date (through Mar 2011)	Year-To-Date (through Mar 2012)	Year-To-Date Percent Change
Aggravated Assault	0	2	0	3	N/A
Non Aggravated Assault	3	2	8	8	0%
Homicide	0	0	0	0	0%
<i>Business Robbery:</i>	<i>0</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>-100%</i>

<i>Residential Robbery:</i>	0	0	0	0	0%
<i>Street Robbery:</i>	1	0	1	0	-100%
<i>Other Robbery:</i>	0	0	0	0	0%
Robbery	1	0	2	0	-100%
Violent Crimes Total:	4	4	10	11	10%

Property Crimes					
	March 2011	March 2012	Year-To-Date (through Mar 2011)	Year-To-Date (through Mar 2012)	Year-To-Date Percent Change
<i>Residential Arson:</i>	0	0	0	0	0%
<i>Non-Residential Arson:</i>	0	0	0	0	0%
Arson	0	0	0	0	0%
Motor Vehicle Theft	3	3	6	8	33%
<i>Gas Station Runouts:</i>	0	0	1	1	0%
<i>Mail Theft:</i>	0	0	0	0	0%
<i>Shoplifting:</i>	3	4	18	11	-39%
<i>Theft from Vehicle:</i>	8	7	36	24	-33%
<i>Trailer Theft:</i>	0	0	0	0	0%
<i>Boat Theft:</i>	0	0	0	0	0%
<i>Other Theft:</i>	5	4	8	15	88%
Theft	16	15	63	51	-19%
<i>Residential Burglary:</i>	0	1	3	6	100%
<i>Non-Residential Burglary:</i>	0	2	9	6	-33%
Burglary	0	3	12	12	0%
<i>Residential Vandalism:</i>	6	10	32	24	-25%
<i>Non-Residential Vandalism:</i>	1	0	4	0	-100%
Vandalism	7	10	36	24	-33%
Property Crimes Total:	26	31	117	95	-19%

Drug Crimes					
	March 2011	March 2012	Year-To-Date (through Mar 2011)	Year-To-Date (through Mar 2012)	Year-To-Date Percent Change
Drug Possession (Methamphetamine)	0	1	1	3	200%
Drug Sale/Manufacture (Methamphetamine)	0	0	0	0	0%
Drug Possession (Other)	1	6	16	16	0%
Drug Sale/Manufacture (Other)	0	1	2	2	0%
Drug Crimes Total:	1	8	19	21	11%

Warrant Arrests, Fraud, Traffic, and Other Incidents					
	March 2011	March 2012	Year-To-Date (through Mar 2011)	Year-To-Date (through Mar 2012)	Year-To-Date Percent

					Change
Weapons Violations	0	0	0	0	0%
Warrant Arrests	6	6	23	14	-39%
Fraud or Forgery	12	5	24	20	-17%
Criminal Traffic	21	17	86	50	-42%
Liquor Law Violations	0	4	4	5	25%
Telephone Harassment	0	0	0	2	N/A
Intimidation	0	1	0	1	N/A
Possession of Stolen Property	0	1	1	2	100%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	39	34	138	94	-32%

Other Crimes					
	March 2011	March 2012	Year-To-Date (through Mar 2011)	Year-To-Date (through Mar 2012)	Year-To-Date Percent Change
Criminal Trespass	1	0	7	3	-57%
Failure to Register/Sex Offender	0	0	0	0	0%
Simple assaults	0	0	0	0	0%
Trafficking in Stolen Property	0	0	1	0	-100%
Other Crimes Total:	1	0	8	3	-62%

Totals					
	March 2011	March 2012	Year-To-Date (through Mar 2011)	Year-To-Date (through Mar 2012)	Year-To-Date Percent Change
Grand Total:	71	77	292	224	-23%

Below are our 2012 1ST quarter performance measures and workload indicators.

**POLICE
2012 1st Quarter
Performance Measures**

	2011 1 st Qtr	2012 1st Qtr	2011 Year	2012 Year (est.)
Number of traffic infractions and citations written	474	272	1521	1088
Number of felony arrests	13	2	52	8
Number of misdemeanor arrests	162	84	496	336
Number of DUI arrests	23	15	86	60
Number of warrant arrests	9	21	62	84
UCR Violent crimes per 1000 population	NA	NA	*	
UCR Property crimes per 1000 population	NA	NA	*	
Average police emergency response time in minutes	6.89	7.87	7.46	7.50

Note: UCR stats are published yearly. 2011 rates will be published in June 2012

Workload Measures

	2011 1st Qtr	2012 1st Qtr	2011 Year	2012 Year (est.)
Number of dispatched calls for service	1791	1882	7968	7528
Number of office walk in requests for service	599	547	2526	2188
Number of cases assigned for follow-up	23	49	277	200
Number of reportable traffic accidents	25	61	172	244
Number of police reports written	523	457	2000	1828

###

City of Gig Harbor
Downtown Planning and Vision Committee
March 21, 2012
3:00 p.m.
Planning and Building Conference Room

PRESENT: Jill Guernsey, Paul Kadzik, Harris Atkins, Lita Dawn Stanton, Jenn Kester and Tom Dolan. Ken Malich was absent.

NOMINATION OF CHAIRPERSON:

MOTION: Move to nominate Jill Guernsey as Chair. Kadzik/Stanton – Motion carried. Ms. Guernsey accepted and was appointed chair.

GENERAL BUSINESS

Discussion was held on the issue of whether this should be a standing committee of the council. Ms. Stanton wondered if the name would need to be changed later if it becomes a committee that works on the vision of other areas of the city. Mr. Kadzik felt that the committee would have more impact if it was a standing committee. Discussion followed on how standing committees work. It was agreed that it should be a standing committee comprised of three council members, one design review board member and one planning commission member. It was acknowledged that the name may need to change in the future.

Next the committee discussed the meeting schedule. Ms. Guernsey noted that they have a specific goal in mind and distributed a proposed schedule. She suggested monthly meetings. Mr. Dolan reminded them that they can cancel or add meetings if needed. The 4th Tuesday or Wednesday afternoon was discussed. Ms. Guernsey said she would check with Mr. Malich and see what works for him.

Ms. Guernsey went over what her idea was regarding the role of committee members. Ms. Stanton asked about the objective of the committee prior to knowing what everyone's roles were. Ms. Guernsey talked about keeping downtown alive and vibrant. She said that the Mayor would like to have a draft vision that gets adopted by the City Council. Ms. Stanton talked about some of the feedback they had already received from members of the public. Mr. Atkins said that he felt that they should start with what must be cherished, what would be unforgivable if we lost it. Discussion followed on the fact that everyone has a different definition of what and where downtown is. Mr. Kadzik emphasized that the most important part of this task is the action rather than the words. Mr. Dolan spoke about other communities that have allowed demonstration projects and suggested that perhaps this could be implemented through the development agreement ordinance. The committee discussed the possibility of the Haub property being a candidate for a demonstration project.

Mr. Atkins communicated that the Planning Commission would like to start working on some of the easier changes before the summer timeline. Ms. Kester explained that it could be started in June.

Discussion was held on the next meeting and that the Historic Inventory and Characterization Report would be ready at that time.

ADJOURNMENT:

The meeting was adjourned at 4:00 p.m.



TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR 
DATE: MAY 14, 2012
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2012 are attached.

Total resources, including revenues and beginning cash balances for all funds, are 46% of the annual budget (as compared to 35%, 54% and 57% in 2009, 2010 and 2011 respectively). Beginning fund balance for all funds in the current fiscal year was \$18,375,159. Revenues, excluding beginning cash balances, are at 18% of budget, while expenditures are at 11%.

General Fund first quarter revenues (excluding beginning balance) are at 22% of budget as compared to 21% for the same period last year. Sales tax revenues are slightly behind pace to meet budget at 23.5%; while city utility tax revenues are on pace to meet budget. Building permit fees once again this year looking to exceed the budget of \$496,000. Through the first quarter, we have received building permit fees totaling \$271,000. This is 55% of budget.

General Fund expenditures are at 23% of budget. All General Fund departments are within first quarter budgeted expenditures.

Water, Sewer and Storm operating fund revenues are at 25%, 22% and 20% of budget; this compares to first quarter 2010 as follows: 18%, 21% and 22% respectively. Water, Sewer and Storm expenditures (excluding transfers) are at 14%, 23% and 21% through the end of the first quarter. For the same period in 2010 the expenditures were 22%, 24% and 22% of budget, respectively.

All funds have adequate cash on hand at this time to meet upcoming obligations.

**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF MARCH 31, 2012**

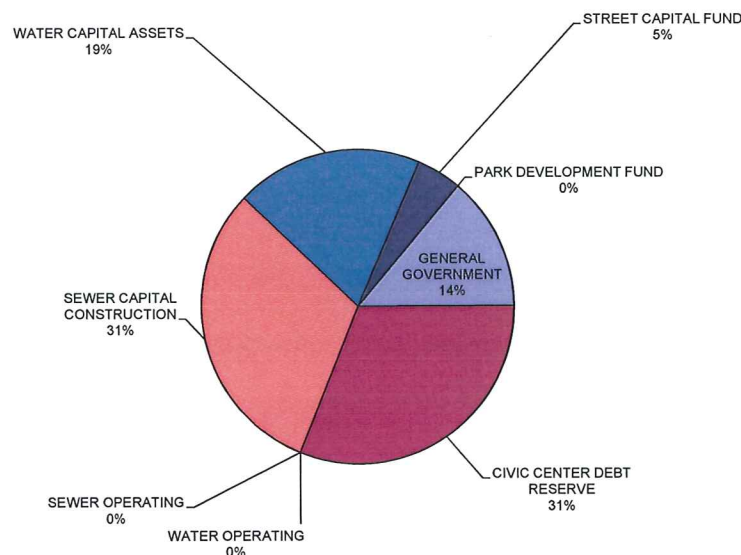
FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 2,101,224	\$ 2,273,440	\$ 2,593,856	\$ (135,959)	\$ 1,644,849
101	STREET FUND	94,268	447,291	282,575	(21,188)	237,796
102	STREET CAPITAL FUND	232,111	468,180	503,391	331,899	528,799
105	DRUG INVESTIGATION FUND	8,468	193	-	-	8,661
106	DRUG INVESTIGATION FUND	32,369	10	-	-	32,379
107	HOTEL-MOTEL FUND	152,829	33,040	39,187	(5,580)	141,102
108	PUBLIC ART CAPITAL PROJECTS	91,930	28	-	-	91,959
109	PARK DEVELOPMENT FUND	286,766	164,362	71,981	(63,835)	315,313
110	CIVIC CENTER DEBT RESERVE	3,620,697	766	144,000	-	3,477,463
111	STRATEGIC RESERVE FUND	280,439	80,112	-	-	360,550
112	EQUIPMENT RESERVE FUND	50,078	50,031	-	-	100,109
113	CONTRIBUTIONS/DONATIONS	-	-	-	-	-
208	LTGO BOND REDEMPTION	51,158	16	-	-	51,173
209	2000 NOTE REDEMPTION	39,285	12	-	-	39,297
210	LID NO. 99-1 GUARANTY	95,386	30	-	-	95,416
211	UTGO BOND REDEMPTION	247,679	11,028	-	-	258,706
301	PROPERTY ACQUISITION FUND	157,581	44,383	-	-	201,964
305	GENERAL GOVT CAPITAL IMPR	125,556	32,302	-	-	157,858
309	IMPACT FEE TRUST	938,126	447,378	-	19,460	1,404,964
310	HOSPITAL BENEFIT ZONE	1,128,704	803,588	-	-	1,932,292
401	WATER OPERATING	65,892	376,175	295,760	(18,116)	128,192
402	SEWER OPERATING	446,609	787,198	614,220	(14,561)	605,025
403	SHORECREST RESERVE FUND	-	46,535	411	(367)	45,757
407	UTILITY RESERVE	1,348,987	3,921	101	(22)	1,352,785
408	UTILITY BOND REDEMPTION	236,725	108,853	8,325	-	337,254
410	SEWER CAPITAL CONSTRUCTION	4,431,871	243,762	63,388	(77,662)	4,534,583
411	STORM SEWER OPERATING FUND	58,080	154,657	236,435	82,574	58,875
412	STORM SEWER CAPITAL	726,592	482,622	175,104	(196,962)	837,148
420	WATER CAPITAL ASSETS	1,323,639	266,581	148,113	(75,227)	1,366,879
605	LIGHTHOUSE MAINTENANCE TRUST	2,111	1	-	-	2,111
631	MUNICIPAL COURT	-	31,988	31,988	-	-
		<u>\$ 18,375,159</u>	<u>\$ 7,358,483</u>	<u>\$ 5,208,836</u>	<u>\$ (175,546)</u>	<u>\$ 20,349,258</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF MARCH 31, 2012**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK			1,771,378
ESCROW COLUMBIA BANK			460,000
INVESTMENTS/CD COLUMBIA BANK			1,000,000
INVESTMENTS/US BANK			998,412
LOCAL GOVERNMENT INVESTMENT POOL		0.1700%	16,119,168
			<u>\$ 20,349,258</u>

(0)

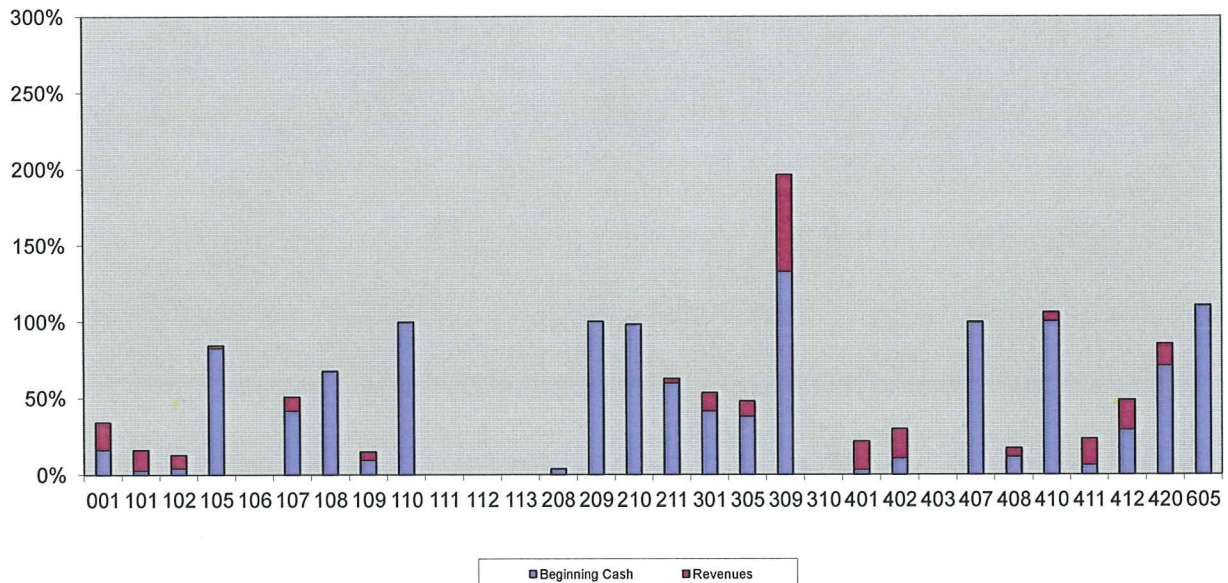
Ending Cash Balances by Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2012**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 12,813,227	\$ 4,374,664	\$ 8,438,564	34%
101	STREET FUND	3,368,923	541,559	2,827,364	16%
102	STREET CAPITAL FUND	5,464,803	700,291	4,764,512	13%
105	DRUG INVESTIGATION FUND	10,245	8,661	1,584	85%
106	DRUG INVESTIGATION FUND	32,430	32,379	51	100%
107	HOTEL-MOTEL FUND	366,205	185,869	180,336	51%
108	PUBLIC ART CAPITAL PROJECTS	136,192	91,959	44,233	68%
109	PARK DEVELOPMENT FUND	3,037,881	451,128	2,586,753	15%
110	CIVIC CENTER DEBT RESERVE	3,633,634	3,621,463	12,171	100%
111	STRATEGIC RESERVE FUND	1,008,504	360,550	647,954	36%
112	EQUIPMENT RESERVE FUND	100,190	100,109	81	100%
113	DONATIONS/CONTRIBUTIONS	-	-	-	
208	LTGO BOND REDEMPTION	1,414,641	51,173	1,363,467	4%
209	2000 NOTE REDEMPTION	39,270	39,297	(27)	100%
210	LID NO. 99-1 GUARANTY	97,204	95,416	1,789	98%
211	UTGO BOND REDEMPTION	413,522	258,706	154,816	63%
301	PROPERTY ACQUISITION FUND	378,564	201,964	176,600	53%
305	GENERAL GOVT CAPITAL IMPR	330,078	157,858	172,221	48%
309	IMPACT FEE TRUST	706,116	1,385,504	(679,388)	196%
310	HOSPITAL BENEFIT ZONE	3,000,570	1,932,292	1,068,278	
401	WATER OPERATING	2,040,765	442,068	1,598,697	22%
402	SEWER OPERATING	4,161,349	1,233,807	2,927,542	30%
403	SHORECREST RESERVE FUND	-	46,535	(46,535)	
407	UTILITY RESERVE	1,358,052	1,352,908	5,144	100%
408	UTILITY BOND REDEMPTION	2,022,800	345,579	1,677,222	17%
410	SEWER CAPITAL CONSTRUCTION	4,416,561	4,675,633	(259,072)	106%
411	STORM SEWER OPERATING FUND	917,386	212,736	704,649	23%
412	STORM SEWER CAPITAL	2,493,157	1,209,215	1,283,942	49%
420	WATER CAPITAL ASSETS	1,865,364	1,590,220	275,144	85%
605	LIGHTHOUSE MAINTENANCE TRUST	1,914	2,111	(197)	110%
631	MUNICIPAL COURT	-	31,988	(31,988)	
		\$ 55,629,547	\$ 25,733,641	\$ 29,895,905	46%

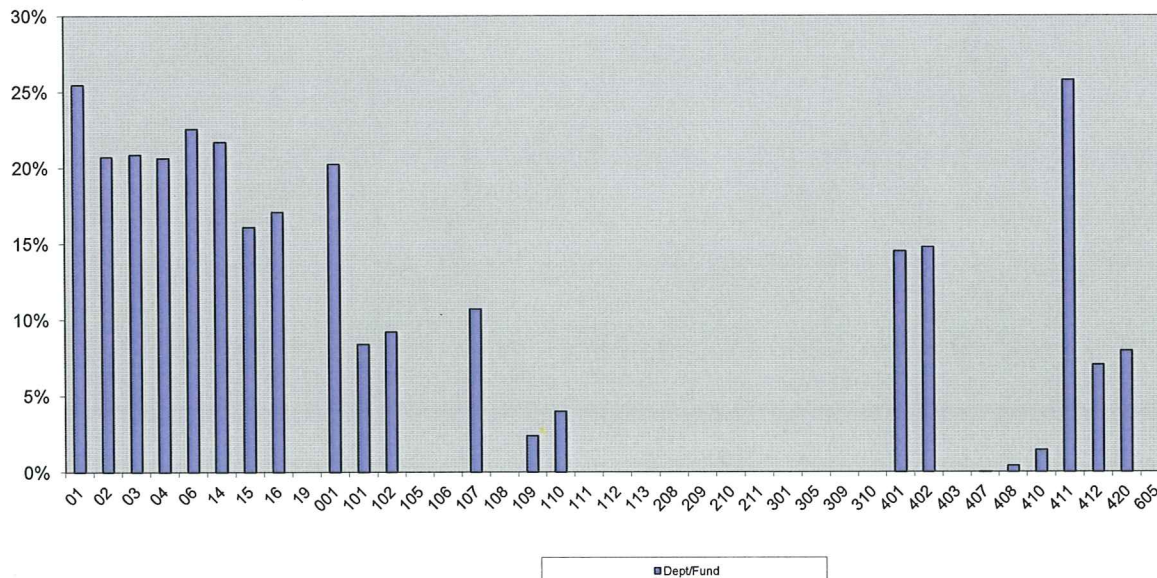
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING MARCH 31, 2012**

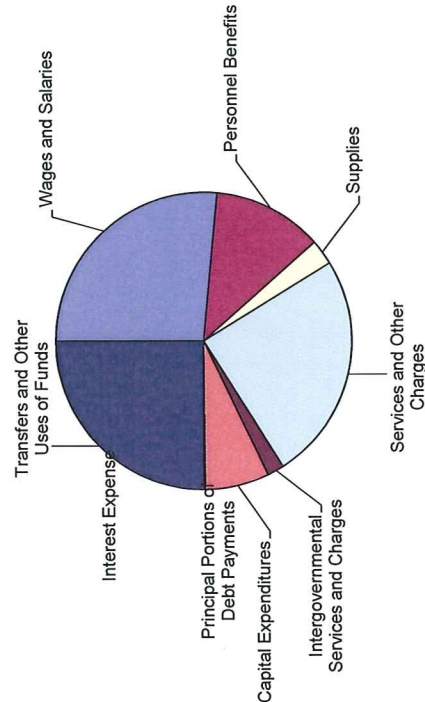
FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 4,375,955	\$ 1,114,833	\$ 3,261,122	25%
02	LEGISLATIVE	29,950	6,202	23,748	21%
03	MUNICIPAL COURT	352,900	73,648	279,252	21%
04	ADMINISTRATIVE/FINANCIAL	1,459,150	301,081	1,158,069	21%
06	POLICE	2,863,560	646,491	2,217,069	23%
14	COMMUNITY DEVELOPMENT	1,322,160	286,943	1,035,217	22%
15	PARKS AND RECREATION	749,460	120,732	628,728	16%
16	BUILDING	257,100	43,926	213,174	17%
19	ENDING FUND BALANCE	1,402,994	-	1,402,994	
001	TOTAL GENERAL FUND	12,813,229	2,593,856	10,219,373	20%
101	STREET FUND	3,368,923	282,575	3,086,348	8%
102	STREET CAPITAL FUND	5,464,803	503,391	4,961,412	9%
105	DRUG INVESTIGATION FUND	10,245	-	10,245	
106	DRUG INVESTIGATION FUND	32,430	-	32,430	
107	HOTEL-MOTEL FUND	366,205	39,187	327,018	11%
108	PUBLIC ART CAPITAL PROJECTS	136,192	-	136,192	
109	PARK DEVELOPMENT FUND	3,037,881	71,981	2,965,900	2%
110	CIVIC CENTER DEBT RESERVE	3,633,634	144,000	3,489,634	4%
111	STRATEGIC RESERVE FUND	1,008,504	-	1,008,504	
112	EQUIPMENT RESERVE FUND	100,190	-	100,190	
113	DONATIONS/CONTRIBUTIONS	-	-	-	
208	LTGO BOND REDEMPTION	1,414,641	-	1,414,641	
209	2000 NOTE REDEMPTION	39,270	-	39,270	
210	LID NO. 99-1 GUARANTY	97,204	-	97,204	
211	UTGO BOND REDEMPTION	413,522	-	413,522	
301	PROPERTY ACQUISITION FUND	378,564	-	378,564	
305	GENERAL GOVT CAPITAL IMPR	330,078	-	330,078	
309	IMPACT FEE TRUST	706,116	-	706,116	
310	HOSPITAL BENEFIT ZONE	3,000,570	-	-	
401	WATER OPERATING	2,040,763	295,760	1,745,003	14%
402	SEWER OPERATING	4,161,349	614,220	3,547,129	15%
403	SHORECREST RESERVE FUND	-	411	(411)	
407	UTILITY RESERVE	1,358,052	101	1,357,951	0%
408	UTILITY BOND REDEMPTION	2,022,800	8,325	2,014,476	0%
410	SEWER CAPITAL CONSTRUCTION	4,416,561	63,388	4,353,173	1%
411	STORM SEWER OPERATING FUND	917,386	236,435	680,951	26%
412	STORM SEWER CAPITAL	2,493,157	175,104	2,318,053	7%
420	WATER CAPITAL ASSETS	1,865,364	148,113	1,717,250	8%
605	LIGHTHOUSE MAINTENANCE TRUST	1,914	-	1,914	
631	MUNICIPAL COURT	-	31,988	(31,988)	
		\$ 55,629,547	\$ 5,208,836	\$ 47,420,711	9%

Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR
 YEAR-TO-DATE EXPENDITURE SUMMARY
 BY TYPE
 FOR PERIOD ENDING MARCH 31, 2012

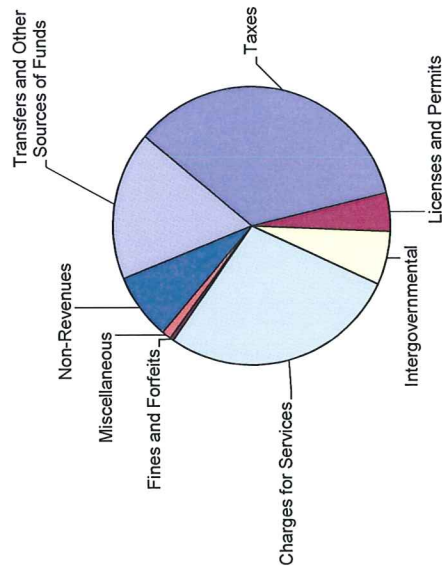
TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 1,380,634
Personnel Benefits	622,791
Supplies	144,277
Services and Other Charges	1,291,710
Intergovernmental Services and Charges	95,748
Capital Expenditures	363,836
Principal Portions of Debt Payments	-
Interest Expense	8,325
Transfers and Other Uses of Funds	1,301,516
Total Expenditures	5,208,836
Ending Cash Balance	20,349,258
Total Uses	\$ 25,558,094



CITY OF GIG HARBOR
 YEAR-TO-DATE REVENUE SUMMARY
 BY TYPE
 FOR PERIOD ENDING MARCH 31, 2012

TYPE OF REVENUE	AMOUNT
Taxes	\$ 2,581,117
Licenses and Permits	328,497
Intergovernmental	459,118
Charges for Services	2,041,355
Fines and Forfeits	33,350
Miscellaneous	80,848
Non-Revenues	562,826
Transfers and Other Sources of Funds	1,271,371
Total Revenues	7,388,483
Beginning Cash Balance	18,375,159
Total Resources	\$ 25,733,641

diff \$ 175,547



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS on October 6, 2011, *Ready, Set, Go! 5210* launched as a countywide Initiative to combat childhood obesity by promoting access to healthy foods and physical activity; and

WHEREAS during the past four decades, obesity rates have soared among all age groups, increasing more than fourfold among children ages 6 to 11; and

Whereas 31.8 percent, or 23 million children and teenagers ages 2 to 19 are obese or overweight, a statistic that health and medical experts consider an epidemic; and

WHEREAS, significant disparities exist among the obesity rates of children based on ethnicity and economic status and the patterns of overweight children and youth in Pierce County mirror those of the state and nation, which have more than doubled in the last three decades; and

WHEREAS, type 2 diabetes has risen by 33 percent in children between the ages of 6 and 11; and

WHEREAS obese young people have an 80 percent chance of being obese adults and are more likely than children of normal weight to become overweight or obese adults, and are therefore more at risk for associated adult health problems including heart disease, type 2 diabetes, sleep apnea, stroke, several types of cancer, and osteoarthritis; and

WHEREAS, the need to promote healthy eating and physical activity among youth has intensified due to the growing national epidemic of obesity; and

WHEREAS, participating in physical activity is important for children and teens as it can have beneficial effects not only on body weight, but also on blood pressure and bone strength; and

WHEREAS, proper nutrition is important for children before birth and through their lifespan as nutrition has beneficial effects for health and body weight, and is important in the prevention of chronic diseases; and

WHEREAS childhood obesity is preventable, yet does not appear to be declining, and

WHEREAS *Ready, Set, Go! 5210*, a new countywide initiative promotes the importance of healthy eating and physical activity among children and youth to combat the growing national epidemic of childhood obesity with the vision of creating healthier communities with healthier children; and

WHEREAS *Ready, Set, Go! 5210* ultimately seeks to:

- Increase the proportion of youth, ages 0-18 at a healthy weight
- Change policy and environments to support healthy eating and active living
- Evaluate the interventions to make mid-course improvements and learn from experiences
- Assure sustainability of results;

NOW, THEREFORE, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim Friday, May 18, 2012, as

Ready, Set, Go! 5210 Day

in Gig Harbor and encourage all citizens to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of May.

Mayor, City of Gig Harbor

Date

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

TO: MAYOR OF GIG HARBOR

April 28, 2012

SPECIAL OCCASION # 094479

GIG HARBOR YACHT CLUB JUNIOR SAIL PROGRAM
8209 STINSON AVE
GIG HARBOR, WA 98335

DATE: JUNE 1, 2012

TIME: 6 PM TO 11 PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON AVE, GIG HARBOR

CONTACT: CHRIS JOHNSON

971-241-8851

SPECIAL OCCASION LICENSES

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

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

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

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

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

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

TO: MAYOR OF GIG HARBOR

April 23, 2012

SPECIAL OCCASION # 092720

GIG HARBOR PENINSULA AREA CHAMBER OF COMMERCE
3125 JUDSON ST
GIG HARBOR WA 98335

DATE: JUNE 2, 2012

TIME: NOON TO 8 PM

PLACE: DOWNTOWN GIG HARBOR (ENCLOSED AREA) - 3212 HARBORVIEW DR, GIG HARBOR

CONTACT: WARREN ZIMMERMAN

253-851-6865

SPECIAL OCCASION LICENSES

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

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

1. Do you approve of applicant? YES___ NO___
2. Do you approve of location? YES___ NO___
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES___ NO___

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES___	NO___
LAW ENFORCEMENT	_____	YES___	NO___
HEALTH & SANITATION	_____	YES___	NO___
FIRE, BUILDING, ZONING	_____	YES___	NO___
OTHER:	_____	YES___	NO___

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

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



NOTICE OF LIQUOR LICENSE APPLICATION

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: 4/24/12

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 603-005-490-001-0001
License: 085944 - 1U County: 27
Tradename: RED ROOSTER CAFE
Address: 3313 HARBORVIEW DR
GIG HARBOR WA 98335-2126

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

Phone No.: 253-514-8175

Privileges Upon Approval:
BEER/WINE REST - BEER/WINE
OFF PREMISES

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

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

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

C091080-2 WASHINGTON STATE LIQUOR CONTROL BOARD DATE: 05/06/2012
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20120831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TARGET CORPORATION	TARGET STORE # T-1205 11400 51ST AVE NW GIG HARBOR WA 98332 7891	087016	GROCERY STORE - BEER/WINE SPIRITS RETAILER
2. ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3. WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE
4. JULEP NAIL PARLOR COMPANY	JULEP NAIL PARLOR 4751 POINT FOSDICK DR NW #200 GIG HARBOR WA 98335 2320	404132	SNACK BAR



Business of the City Council
City of Gig Harbor, WA

**Subject: Parks & Recreation Concerts
on the Park (Summer Sounds at Skansie)**

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund
Marketing Director

For Agenda of: May 14, 2012

Exhibits: Contracts

Proposed Council Action: Authorize the award and execution of eleven contracts for the 2012 Summer Sounds Concert Series at Skansie Brothers Park, for a total of twelve thousand seven hundred seventy five Dollars (\$12,775.00).

Initial & Date

Concurred by Mayor:

CLH 5/8/12

Approved by City Administrator:

R 5/8/12

Approved as to form by City Atty:

dkj email 7/12

Approved by Finance Director:

Q 5/7/12

Approved by Department Head:

88 5/7/12

Expenditure	Amount	Appropriation
Required \$ 12,775	Budgeted \$ 22,000	Required 0

INFORMATION / BACKGROUND

Attached are nine contracts for the 2010 Summer Sounds at Skansie Concert Series.

All dates	Pacific Stage	\$4,000.00
26-June	The Coats	\$1,500.00
3-July	133 rd ARMY BAND	\$ 00.00
10-July	Danny V. Smith	\$ 700.00
17-July	Philip Boulding	\$ 650.00
24-July	Wanker Productions	\$ 2,000.00
31-July	Don Miller	\$ 875.00
7-Aug	Thea Wescott	\$ 500.00
14-Aug	Robert Seeley	\$ 600.00
21-Aug	Pearl Django	\$ 1,350.00
28-Aug	Perry Acker Band	\$ 600.00

FISCAL CONSIDERATION

Corporate contributions collected (\$22,000) will also cover staff expenses at the events to include Police, Public Works and Marketing overtime. Also covered in corporate contributions are printing and publicity. The expense is within the \$22,000 that was anticipated in the adopted 2012 budget, identified under the Parks Operating Fund, Objective No. 4.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that the Council authorize and accept the contracts.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of ten contracts for the 2012 Summer Sounds Concert Series at Skansie Brothers Park, for a total of twelve thousand seven hundred seventy five dollars (\$12,775.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PACIFIC STAGE, INC., a Washington corporation, whose address is 404 Puget Street NE, Olympia, 98506 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide sound services, as part of the Gig Harbor 2012 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such 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 series on: June 26th 2012, July 3rd 2012, July 10th 2012, July 17th 2012, July 24th 2012, July 31st 2012, August 7th 2012, August 14th 2012, August 21st 2012, August 28th 2012, with an expected audience of 300-2500 persons. The concerts will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concerts. Between the hours of 6:30 p.m. to 8:00 p.m, with set up anytime after 3pm.

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

II. Payment

The City shall pay the Contractor Four Hundred Dollars and no cents (\$400.00) for each performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following each specified performance listed in section I. Services and Date of Performance. In order to facilitate payment the City requests that the Contractor submit separate invoices for each performance to City 30 days prior to concert date(s).

III. Relationship of Parties

The Contractor 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 Contractors or his employees, agents and sub-consultants. The Contractor 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 Contractor 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2012.

THE CITY OF GIG HARBOR

By:  _____

Dave Sederberg, President
Pacific Stage, Inc.
703 ~~Cushing~~ SW *404 Puget St NE*
Olympia, WA 98502-6
360-786-8883

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 The Coats, a Washington corporation, whose address is PO BOX 296 Puyallup, WA 98371 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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, June 26th, 2012, with an expected audience of 1000-1200 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, June 26th, 2012, 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, June 26th, 2012. 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 five hundred dollars and no cents (\$1,500.00), which shall be paid to The Coats by mail to the address set forth at the end of this contract, following the performance on Tuesday, June 26th, 2012. 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

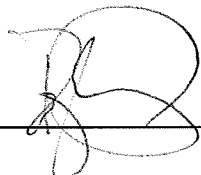
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. 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 _____, 2012.

By:  _____
Doug Wisness
The Coats
PO Box 296
Puyallup, WA 98371
253 446 0580

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 The 133RD ARMY GUARD BAND, whose address is 133d Army Band, Bldg 34, Camp Murray, Tacoma, WA 98430-5030 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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 3rd, 2012, with an expected audience of 300-400 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 3rd, 2012, 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 3rd, 2012. 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 zero dollars and no cents (\$000.00).

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2012.

THE CITY OF GIG HARBOR

By:



Alton C. Huckaby SSG
THE 133RD ARMY BAND
Bldg 34, Camp Murray
Tacoma, WA 98430-5030
(253) 512-8828

By:

Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Danny V. Smith, whose address is P.O. Box 197 Milton, WA 98354 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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 10th, 2012, 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 10th, 2012, 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 10th, 2012. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

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 seven hundred dollars and no cents (\$700.00), which shall be paid to Danny V. Smith on Tuesday, July 10th, 2012, immediately following the performance. 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.

N WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2012.

THE CITY OF GIG HARBOR

By:  _____ By: _____

Mayor _____

Danny V. Smith
P.O. Box 197
Milton, WA 98354
253-691-5450

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Philip Boulding, whose address is PO Box 1240 Olalla, WA 98359 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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 17th, 2012, with an expected audience of 400-600 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 July 17th, 2012, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on July 17th, 2012. 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 Six Hundred Fifty Dollars and no cents (\$650.00), which shall be paid to Philip Boulding immediately following the performance. In order to facilitate payment the City requests that the Performer submit invoice to 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.

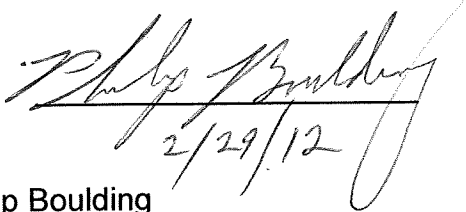
IV. General Provisions.

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 _____, 2012.

THE CITY OF GIG HARBOR

By: 
2/29/12

Philip Boulding
PO Box 1240
Olalla, WA 98359

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Wanker Productions, Inc. (dba The Beatniks), a Washington corporation, whose address is 5114 Point Fosdick Drive NW E 110, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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 24th, 2012, with an expected audience of 1000-1200 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 24th, 2012, 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 24th, 2012. 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 two thousand dollars and no cents (\$2,000.00), which shall be paid to The Beatniks by mail to the address set forth at the end of this contract, following the performance on Tuesday, July 24th, 2012. 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 _____, 2012.

By:  _____

Mark Nelson
Wanker Productions, Inc.
5114 Point Fosdick Dr NW E 110
Gig Harbor, WA 98335
425 351 8273

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Don Miller, whose address is 4511 69th Ave Ct. W., University Place, WA 98466 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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 31st, 2012, 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 31st, 2012, 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 31st, 2012. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

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 eight hundred seventy five dollars and no cents (\$875.00), which shall be paid to Don Miller on Tuesday, July 31st, 2012, immediately following the performance. 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 _____, 2012.

THE CITY OF GIG HARBOR

By:  _____

Don Miller
4511 69th Ave Ct W
University Place, WA 98466
253-565-9752

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Thea Wescott, whose address is 3509 64th Ave Ct NW, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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, August 7th, 2012, 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, August 7th, 2012, 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, August 7th, 2012. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

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 five hundred dollars and no cents (\$500.00), which shall be paid to Thea Wescott on Tuesday, August 7th, 2012, immediately following the performance. 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 _____, 2012.

THE CITY OF GIG HARBOR

By: 

Thea Wescott
3509 64th Ave Ct NW
Gig Harbor, WA 98335
253-732-1476

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Robert Seeley, whose address is 255 S. 197th St, Des Moines, WA 98148 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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, August 14th, 2012, with an expected audience of 600-800 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, August 14th, 2012, 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, August 14th, 2012. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

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 six hundred dollars and no cents (\$600.00), which shall be paid to Robert Seeley on Tuesday, August 14th, 2012, immediately following the performance. 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.

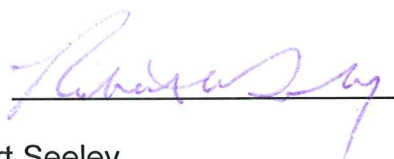
III. General Provisions.

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 _____, 2012.

THE CITY OF GIG HARBOR

By: 

Robert Seeley
255 S. 197th St.
Des Moines, WA 98148
253 632 6388

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Pearl Django, a Washington corporation, whose address is 4418 6th Ave. NW, Seattle WA 98107 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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, August 21st, 2012, with an expected audience of 400-600 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, August 21st, 2012, 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, August 21st, 2012. 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 three hundred fifty dollars and no cents (\$1,350.00), which shall be paid to Pearl Django by mail to the address set forth at the end of this contract, following the performance on Tuesday, August 21st, 2012. 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.

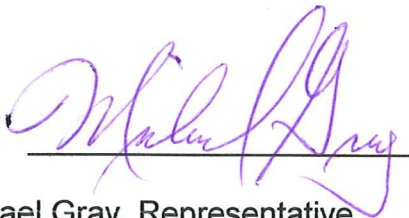
III. General Provisions

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2012.

THE CITY OF GIG HARBOR

By:



Michael Gray, Representative
Pearl Django
4418 6th Ave. NW
Seattle WA 98107

By: _____

Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**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 Perry Acker Band, a Washington partnership, whose address is 8022 64th Street Ct W, University Place, WA. 98467 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2012 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, August 28th, 2012, with an expected audience of 800-1000 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, August 28th, 2012, 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, August 28th, 2012. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

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 six hundred dollars and no cents (\$600.00), which shall be paid to Perry Acker Band by mail to the address set forth at the end of this contract, following the performance on Tuesday, August 28th, 2012. 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 30th day of MARCH, 2012.

THE CITY OF GIG HARBOR

By: 

Sean Hensley
Perry Acker Band
8022 64th Street Ct W.
University Place, WA. 98467
253-651-9022

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



Subject: Second Reading -Ordinance
Repealing and Replacing Ordinance 781
Re: Compensation for Municipal Court
Judge and Establishing Retroactive
Effective Date.

Proposed Council Action: Adopt Ordinance
No 1240

Dept. Origin: Court
Prepared by: Stacy Colberg
For Agenda of: May 14, 2012
Exhibits: Proposed Ordinance
Initial & Date

Concurred by Mayor: [Signature] 4/30/12
Approved by City Administrator: [Signature] R-4/26/12
Approved as to form by City Atty: [Signature] appvd via email
Approved by Finance Director: [Signature]
Approved by Department Head: [Signature] Jc

Table with 4 columns: Expenditure Required, Fiscal Consideration, Amount Budgeted, Appropriation Required. Values: 0, \$0, Budgeted, \$0.

INFORMATION / BACKGROUND:

Judge Dunn's contract was not renewed timely and expired on December 31, 2010. On June 27, 2011 the City Council approved a contract with the Municipal Court Judge and approved a retroactive effective date of January 1, 2011. This contract expires December 31, 2013.

RCW 3.50.080 requires that the salary of the Municipal Court Judge shall be fixed by ordinance. The last ordinance setting the judge's salary was adopted in 1998 (Ordinance 781). To comply with state law the attached ordinance has been drafted consistent with RCW 3.50.080 and replaces Ordinance 781. Nothing in the current contract has been changed or modified. This proposed ordinance simply brings the City compliant with statutory requirements and reflects the salary for the Municipal Court Judge along with an effective date as stated in the current contract.

FISCAL CONSIDERATION:

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt ordinance at second reading.

ORDINANCE NO. 1240

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE GIG HARBOR MUNICIPAL COURT; REPEALING AND REPLACING ORDINANCE NO. 781 REGARDING COMPENSATION FOR THE MUNICIPAL COURT JUDGE; AND ESTABLISHING A RETROACTIVE EFFECTIVE DATE:

WHEREAS, by way of Ordinance No. 447, the City established a municipal court as authorized under chapter 3.50 RCW; and

WHEREAS, RCW 3.50.080 requires that the salary of the municipal court judge shall be fixed by ordinance; and

WHEREAS, on June 27, 2011 the City Council approved a contract with the municipal court judge which included a salary adjustment retroactive to January 1, 2011; and

WHEREAS, the City Council desires to adopt this ordinance for consistency with RCW 3.50.080; Now, therefore,

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

Section 1. Repeal. Ordinance No. 781 is hereby repealed.

Section 2. Municipal Court Judge Salary. The monthly base salary for the municipal court judge shall be \$4,316.80 for general administrative time, jury and non-jury trials and hearings, occasional in-custody arraignments, regular Tuesday and Wednesday court calendars, and related activities.

Section 3. Effective Date. This Ordinance shall be in full force five (5) days after passage and publication of an approved summary consisting of the title and shall apply retroactively to January 1, 2011.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 14th day of May, 2012.

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: 04/18/12
PASSED BY THE CITY COUNCIL: 05/14/12
PUBLISHED: 05/16/12
EFFECTIVE DATE: 05/21/12
ORDINANCE NO: 1240



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

Subject:
LS 3A Wet Well Recoating/Rehabilitation –
Consultant Services Contract/HDR

Dept. Origin: Wastewater Treatment Plant

Prepared by: Darrell Winans *DW*
Supervisor

Proposed Council Action:
Approve and authorize the Mayor to execute a
Consultant Services Contract with HDR, in the
not to exceed amount of \$51,398.00.

For Agenda of: May 14, 2012

Exhibits: Consultant Services Contract and
Scope of Services

	Initial & Date
Concurred by Mayor:	<i>CLH 5/8/12</i>
Approved by City Administrator:	<i>R - 5/8/12</i>
Approved as to form by City Atty:	<i>filed by email</i>
Approved by Finance Director:	<i>DR 5/8/12</i>
Approved by Department Head:	_____

Expenditure Required	\$51,398.00	Amount Budgeted	\$192,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A budgeted 2012 Wastewater Division Objective provides for wet well recoating and replacement of eroded concrete fillets. The initial coating on Wet Well #3A has failed exposing the substrate to unnecessary wear caused by agitation of grit and solids in the influent.

FISCAL CONSIDERATION

In the 2012 Repair and Maintenance Budget, funds were allocated for the recoating and rehabilitation of the wet well at Lift Station 3A.

BOARD OR COMMITTEE RECOMMENDATION

An informational project overview was presented to Operations & Public Works Committee in 2011. The Operations & Public Works Committee was also updated on April 5, 2012. This project was included as part of the 2012 budget process.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Consultant Services Contract with HDR, in the not to exceed amount of \$51,398.00.

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

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

RECITALS

WHEREAS, the City is presently engaged in Wet Well Recoating/Rehabilitation for Lift Station 3A and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifty-One Thousand, Three Hundred Ninety-Eight Dollars and Zero Cents (\$51,398.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within

fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by October 31, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. **Indemnification.**

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for

injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. **Insurance.**

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor

shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

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

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

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

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

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

12. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with

reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

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

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

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

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

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

CONSULTANT:
HDR Engineering, Inc.
ATTN: Tim Hume, P.E., Project Engineer
606 626 Columbia St. NW, Suite 2A 200
Olympia, WA, 98501
(360) 570-4400

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: Senior Vice President

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**City of Gig Harbor
Lift Station 3A**

Wet Well Hydraulic Improvements

**FINAL
Scope of Services**

April 2012



606 Columbia St NW
Suite 200
Olympia, WA 98501
(360) 570-4400

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SCOPE OF SERVICES

Background

The City of Gig Harbor (Client) requested HDR Engineering, Inc. (Consultant) to evaluate and address the wet well hydraulics and performance for existing Lift Station 3A, and prepare a summary technical memorandum from which final design drawings and technical specifications will be prepared for identified improvements. It may or may not be possible for the proposed design modifications to mitigate the problems entirely due to the limitation of retrofitting within the existing structure. These drawings and specifications will be inserted into Contract Documents being prepared by the Client for the LS3A wet well coating project under CSI format.

Task 100 - Project Management

Objective

The purpose of this task is to monitor, control, and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

Consultant Services

1. Prepare a project management plan outlining organization, schedule (showing milestone completion dates), communications, and activities to respond to the general and specific needs of the project.
2. Prepare monthly status reports describing the following: services completed during the month, services planned for the next month, needs for additional information, scope/schedule/budget issues, a schedule update, and a financial summary.
3. Prepare monthly invoices formatted in accordance with contract terms.
4. Attend a maximum of one project team meeting to evaluate progress on the scope, schedules, and budgets.

Client Responsibilities

1. Prompt processing and payment of compliant invoices.
2. Review and process any contract changes and amendments.

Assumptions

1. The project duration will be approximately four months.
2. Project team meeting will be attended by a maximum of two staff and will be approximately one hour in duration. A maximum of four total hours of management time will be required (preparation, attendance, and follow-up, notes).
3. Invoices and backup will be Consultant's standard invoice format.
4. Microsoft Office Word 2007 will be used to prepare documents.

Deliverables

1. Project Guide.

2. Scope of services and budget (electronic PDF file and three copies), including milestone completion dates.
3. Monthly reports and invoices (one copy with invoice).
4. Project schedule updates.
5. Project team meeting agenda and meeting notes (E-mailed electronic Word files).

Task 200 - Wet Well Hydraulic Desk Top Study

Objective

Evaluate the existing wet well using a desk top study approach, to identify conditions that will improve operation efficiencies, and to evaluate options to improve operation.

Consultant Services

1. Attend up to two site visits to observe existing wet well under dry conditions.
2. Review pump station wet well record drawings, pump curves, pump operation, report(s) on pump performance issues, and settleable solids information (type, size, specific gravity) to develop understanding of current conditions.
3. Subconsult with Northwest Hydraulic Consultants (NHC) to prepare a wet well hydraulic desk top study, and to develop modifications to the wet well to reduce solids deposition and reduce the formation of vortices.
4. Prepare Draft Technical Memorandum summarizing the evaluation. The Draft TM will include conceptual level drawings of any modifications developed for the wet well.
5. Attend one project meeting to discuss Client review comments on the Draft TM. Incorporate agreed-upon comments and prepare the final TM.

Client Responsibilities

1. Conduct all activities necessary to pump down wet well for up to two site visits for Client's and Consultant's observation of existing conditions.
2. Provide Lift Station 3A Record Drawings of the wet well in either AutoCAD or pdf format.
3. Provide any reports or notes regarding performance and maintenance issues with the pumps and/or wet well and provide pump operating conditions including start and stop levels, and pump sequencing.
4. Review and provide comments for Draft TM.

Assumptions

1. Recommended wet well modifications will be based upon the NHC desk top study, Hydraulics Institute (HI) and/or pump manufacturer (existing pumps are KSB) guidelines – as is feasible within the confines of the existing caisson structure.
2. The NHC desk top study will evaluate NPSH, fillets to minimize solids deposition, operating water levels, and modifications to the wet well to minimize vortex formation, but will not evaluate the mixer. Client selected the desk top study approach compared with the options of a Computational Fluid Dynamics (CFD) model or a Physical Model, which would include

significant features of the wet well and pumps, and would evaluate the performance of the existing pumps, baffling, solids deposition, and mixer.

3. Existing influent flow diversion box, pumps, pump discharge bases & lifting chains, pump discharge piping, valves, mixer, transducer, muffin monster, existing concrete fillets, and existing concrete pump base pads will be removed from the existing wet well during construction and either maintained, replaced, modified, or disposed. Existing caisson (wall), concrete wet well floor, and maintenance landing will not be modified.
4. Analysis will evaluate locations, dimensions, and elevations for new concrete fillets and concrete pump base pads.
5. Analysis will evaluate pump discharge piping spool piece modifications needed to adjust vertical elevation of pumps, pump discharge elbow, and concrete pump base pad based on existing wet well concrete floor elevation.
6. The existing wet well influent flow diversion box will be evaluated to determine its compatibility with future improvements.
7. Analysis will consider past clogging of existing transducer with a goal of reducing future clogging.
8. At the City's request, an evaluation of the mixer is not included in this Scope of Services; although City staff desires wet well modifications to result in the removal of the existing mixer.
9. Wet well operating level will be based on City datum.
10. All modifications/improvements will be entirely within the existing buried wet well structure.
11. Wet well modifications will be limited to wall baffling, adding/deleting/modifying fillets and pump base pads, floor splitters, and flow cones.
12. The Draft TM review meeting will be a maximum of two hours long and include two Consultant staff.

Deliverables

1. Emailed PDF of the Draft Hydraulic Study Wet Well Technical Memorandum.
2. Electronic Word file of review meeting notes.
3. Three paper copies and electronic pdf file of Final Wet Well Hydraulic Study Technical Memorandum.
4. PDFs of conceptual level drawings (up to five 8.5"x11" or 11"x17") of wet well modifications.

Task 300 - Preliminary Design Report/Final Design

Objective

To prepare a Preliminary Design Report evaluating improvements based upon the results of Task 200. Then, prepare Final Design drawings and specifications for the City's preferred selected improvements.

Consultant Services

1. Based upon Task 200, prepare a Draft Preliminary Design Report evaluating the following three alternatives and identifying the City's preferred solutions:

- A. Fillet modification – evaluation to re-channel the bottom of the existing wet well.
 - B. Modification to the current vertical location of the pumps within the existing wet well. Lowering the suction side of the pumps closer to the bottom of the wet well.
 - C. Evaluate existing pump pre-rotation based on requirements of existing pump manufacturer.
2. Conduct Draft Preliminary Design Report review meeting with the Client.
 3. Incorporate comments and submit Final Preliminary Design Report.
 4. Prepare and submit 60 percent design drawings, technical specifications, and Engineer's Opinion of Probable Cost for review and comment containing the following:
 - A. Major plans/sections and details.
 - B. Draft technical specifications.
 - C. Engineer's Opinion of Probable Construction Cost (AACE Class 3).
 5. Conduct a meeting with the Client to discuss review comments on 60 percent submittal.
 6. Prepare and submit 90 percent drawings and technical specifications for review and comment containing the following:
 - A. Final (for approval) drawings and Final specifications, and
 - B. Final Engineer's Opinion of Probable Construction Cost (AACE Class 3)
 7. Conduct a meeting with the Client to discuss review comments on 90 percent submittal.
 8. Prepare and submit 100 percent drawings, technical specifications, and Engineer's Opinion of Probable Construction Cost (AACE Class 2).

Client Responsibilities

1. Set-up and attend Draft Preliminary Design Report review meeting with the Consultant. Provide input and written comments.
2. Provide Lift Station 3A Record Drawings in AutoCAD format.
3. Set-up and attend 60 and 90 percent review meeting with the Consultant. Provide input and written comments.
4. Prepare Contract Documents including the front end legal documents and general conditions (Division 0 and Division 1). Develop documents in accordance with the standard Client bidding procedures using Client front end specifications (e.g. Invitation to Bid, Instructions to Bidders, Bid Form) and the Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (EJCDC) that are based on Construction Specification Institute (CSI) format.
5. Provide electronic files of applicable Client Standard Specifications and Standard Details.

Assumptions

1. Up to three alternatives identified in Task 200 will be evaluated.
2. Draft and Final Preliminary Design Report to consist of up to twenty 8-½" x 11" pages and up to ten 11" x 17" figures.

3. Preliminary Design Report Review meeting will be attended by a maximum of two staff and be approximately two hours long. Consultant will prepare meeting minutes for distribution to the Client.
4. AutoCAD 2008 and Microsoft Office Word 2007 will be used to prepare documents.
5. The Scope and Budget are based upon production of the following estimated three design drawings and five technical specifications:
 - Demolition Plan/Sections/Details/Notes
 - Structural/Mechanical Plan/Sections
 - Structural/Mechanical Details/Notes
 - Section 03002 - Concrete
 - Section 05505 - Miscellaneous Metals
 - Section 11060 – Pumping Equipment: General
 - Section 15010 – Mechanical: General
 - Section 15060 – Piping: General

Specifications will be based on Construction Specification Institute (CSI) format and will be stamped by an engineer licensed to practice in Washington.

The drawings listed above are estimated to be sufficient and no other electrical, instrumentation and controls (I&C), and civil drawings are anticipated to be required thus not included in this scope of services.

6. Surge analysis of existing pumps and existing forcemains under existing or modified wet well conditions is not included in this scope of services.
7. All modifications/improvements will be entirely within the existing buried wet well structure.
8. Structural modifications/improvements will be limited to wall baffles, floor cones, and the existing wet well fillets.
9. Mechanical modifications/improvements will be limited to the existing bar screens, grinder, and/or flow diffuser.
10. Existing Client Lift Station 3A Record Drawings will be used as the basis to develop the Existing Base Drawings.
11. The Client is responsible for preparing a Bypass Pumping Plan.
12. The Client is preparing the front end legal documents and general conditions (Division 0 and Division 1).
13. Survey, geotechnical, and permitting (e.g. SEPA) services are not included in this Scope of Services.
14. No above grade building structure will be required.
15. Traffic Control Plan will be the responsibility of the Client and/or Contractor and reviewed by the Client.
16. The Drawings will be per Consultant standards. Client Standard Details will be used where applicable. All deliverables will be prepared consistent with the professional standard of care.
17. The 60 and 90 percent review meetings will be a maximum of four hours long and include two Consultant staff. HDR will prepare meeting minutes for distribution to the Client.

Deliverables

1. Three copies of Draft Preliminary Design Report.
2. Electronic Word file of review meeting notes from DRAFT Preliminary Report Review Meeting.
3. Three copies and electronic files of Final Preliminary Design Report.
4. Three copies of the 60 and 90 percent drawings and technical specifications with half-size drawings (11" x 17") and specifications.
5. Electronic Word file of review meeting notes from 60 and 90 percent review meeting.
6. One set of unbound, reproducible 100 percent drawings and technical specifications with half-size drawings and electronic files on CD(s).
7. PDF files of agenda and notes from the 60 and 90 percent review meeting.
8. PDF and MS Excel files of Engineer's Opinion of Probable Cost at 60 and 100 percent Design.

Task 400 – Assistance During Bidding and Construction

Objective

Assist Client staff as requested (and as budgeted) during bidding and construction phases of the project.

Consultant Services

1. Respond to Client staff technical questions.
2. Prepare "As-Recorded" drawings for LS 3A wet well.

Client Responsibilities

1. Client is responsible for all elements (e.g. Bid Advertisement, Pre-Bid Conference, Bid Open, etc) required to execute the bidding process and manage the Contractor during construction.
2. Client will contact Consultant with specific technical questions requested to be addressed.

Assumptions

1. Consultant will provide professional services labor up to 14 hours for this task. Consultant will have no responsibility for the execution of the bidding process or management/observation of the Contractor during construction.
2. Consultant will provide responses to Client technical questions only in written form of an email and/or PDF drawing sketches.
3. Consultant will not prepare any formal bid document or construction contract documentation (such as addenda, requests for information, change orders), but will provide input and feedback to Client as requested by Client within the available labor hours budgeted for this task.
4. Client will provide one consolidated marked up set of drawing changes to Consultant that Client wants to have added to the "As-Recorded" Drawings. Consultant is not responsible

for the accuracy of the Client provided information. Consultant will only prepare AutoCAD format "As-Recorded" Drawings for the drawing sheets Consultant prepared during design.

Deliverables

1. "As-Recorded" Drawings.

Task 500 – Contingency for Professional Services

Objective

To allow Client a discretionary task budget, to cover additional professional services not currently included in this scope.

Consultant Services

1. Provide professional services at the request of Client as mutually agreed and defined.

Client Responsibilities

1. Identify professional services deemed necessary that are not expressly included in this scope of services.

Assumptions

1. Agreement for these services to be performed under the contingency task and budget will be documented and agreed upon by the Client and Consultant prior to proceeding.

Deliverables

1. To be determined and agreed upon by Client and Consultant.

Fee Estimate

The fee breakdown is provided in Exhibit B. Payment will be on a time-and-materials basis not to exceed \$51,398 without prior authorization from Client.

EXHIBIT B
FEE BREAKDOWN

Tasks & Subtasks	HDR Labor Hours											HDR Labor Fee Expenses	Sub-Consultant Fee	Total Fee
	Project Manager \$196	Sr. Engineer / QC \$188	Project Engineer \$132	Structural Engineer \$121	Proj. Engr / CAD \$95	Proj. Engr / Construction \$135	Project Controller \$114	Project Assistant \$73	Project Principal \$200	HDR Labor Fee Expenses	Sub-Consultant Fee			
Task 100 - Project Management	10	0	0	0	0	0	6	4	1			\$3,132	\$34	\$3,167
Project Management Plan	4							2	1					
Project Setup							2							
Monthly Invoicing and Progress Reports (4 invoices)	2						4	2						
Attend Project Team Meeting	4							2						
Task 200 - Wet Well Hydraulic Desk Top Study	10	20	12	0	0	10	0	0	0			\$8,649	\$103	\$9,975
Site visit to observe existing wet well pump down (2 total)	6	6				2								
Review pump station wetwell record drawings	1	2	4			2								
Develop modifications to wetwell	1	4	4			2								
Prepare DRAFT and Final Technical Memorandum	1	4	4			2								
Project Meeting for DRAFT Hydraulic Technical Memorandum	1	4				2								
Task 300 - Preliminary Design Report / Final Design	16	16	62	16	36	12	0	12	0			\$22,187	\$103	\$22,290
Prepare DRAFT and Final Preliminary Design Report	2	8	30		10			4						
DRAFT Preliminary Design Report Review Meeting	2		2											
Prepare 60 percent drawings and Specifications	4	4	10	8	10	4		4						
60 percent Construction Documents Review Meeting	4		4											
Prepare 90 percent drawings and specifications	1	2	8	4	8	4		2						
90 percent Construction Documents Review Meeting	4		4											
Prepare 100 percent drawings and technical specifications	1	2	4	4	8	4		2						
Task 400 - Assistance During Bidding and Construction	2	2	2	0	0	8	0	0	0			\$2,111	\$103	\$2,214
Respond to Client staff Technical Questions	2	2	2			6								
Prepare "As-Recorded" Drawings						2								
Task 500 - Contingency for Professional Services	8	8	8	0	8	0	0	1	0			\$4,960	\$40	\$5,000
TBD as agreed by City and HDR	8	8	8		8			1						
TOTAL	46	46	84	16	44	30	6	17	1			\$41,039	\$384	\$41,975
* Hourly Rate = Labor Rate * 3.1 Multiplier (1.75 Overhead and 12% Profit) + \$3.70/hr technology charge														
Tasks & Subtasks	Sub-Consultant Labor Hours											Labor Fee Expenses	Total Fee	
	Principal \$232	Senior Engineer \$203	CAD \$125	Word Processor \$99										Labor Fee Expenses
Task 200 - Wet Well Hydraulic Desk Top Study	20	16	11	2								\$9,455	\$520	\$9,975
Review and Analysis	12	10	8											
Meeting and Technical Memorandum	8	6	3	2										
TOTAL	20	16	11	2								\$9,455	\$520	\$9,975
* Hourly Rate = Labor Rate + 201.90% Overhead + 12% Profit														



Business of the City Council
City of Gig Harbor, WA

Subject: Well #11 Production Well Development—First Amendment to Consultant Services Contract with Carollo Engineers

Proposed Council Action: Authorize the Mayor to execute the first amendment to the Consultant Services Contract with Carollo Engineers for an amount not to exceed \$ 13,350.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm *AL*

For Agenda of: May 14, 2012

Exhibits: First Amendment with Scope of Work and Schedule of Charges

Initial &
Date

Concurred by Mayor: *CLH 5/9/12*
Approved by City Administrator: *R- 5/9/12*
Approved as to form by City Atty: *VIA EMAIL 5/8/12*
Approved by Finance Director: *JR 5/9/12*
Approved by Department Head: *JR 5/8/12*

Expenditure Required	\$ 13,350	Amount Budgeted	\$ 1,000,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On February 14, 2012, the City of Gig Harbor entered into a contract with Carollo Engineers for assistance related to the Well No. 11 Production Well. The scope of work included preparation of drilling specifications, permitting assistance, observation of drilling and well development, design and evaluation of the production well, and development of a preliminary well site plan.

After meeting with the City's Planning Department to discuss the materials necessary for city land use permits associated with the Well No. 11 Production Well, the Engineering Staff was informed that a minor site plan amendment would also be required for the proposed work. The minor site plan amendment application requires a complete site survey, including survey of significant vegetation, and landscape plan. Since this requirement was unanticipated during the creation of the original scope of services with Carollo, the work necessary to prepare the minor site plan amendment was not include with the original scope of services.

This proposed amendment includes work specifically to assist with developing the necessary information for the minor site plan amendment.

FISCAL CONSIDERATION

The 2012 Water Division Capital Fund has allocated the following for this project:

2012 Budget for Deep Aquifer Well Development, Water Division Capital, Objective No. 1	\$ 1,000,000
Anticipated 2012 Expenses	
Carollo Consultant Services Contract	(\$ 143,847)
First Amendment to Consultant Services Contract	(\$ 13,350)
<i>Well Drilling Public Works Contract</i>	(\$ 800,000)
<i>Well Site Development Preliminary Design Consultant Services Contract</i>	(\$ 42,803)
Remaining 2012 Budget =	\$ 0

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

N/A.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute the first amendment to the Consultant Services Contract with Carollo Engineers for an amount not to exceed \$ 13,350.

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CAROLLO ENGINEERS.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract executed February 14, 1012 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Carollo Engineers, a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the development of Well No. 11 Production Well and desires to extend consultation services in connection with the project; and

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

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

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Thirteen Thousand Three Hundred Fifty Dollars (\$13,350), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

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 _____, 2012.

CONSULTANT

CITY OF GIG HARBOR

By: Lance Kamenik
Its: Associate Vice-President

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST AMENDMENT

EXHIBIT A SCOPE OF SERVICES WELL #11 PRODUCTION WELL DEVELOPMENT PROJECT (CWP-1120)

PURPOSE

Exhibit A describes the scope of work and estimated level of effort (cost) to provide additional site survey components and landscape architecture for the Well #11 Production Well Development Project. These additional scope items are the result of the City's permitting requirements for the Project identified by the City's Planning Department during the Permitting Requirements meeting held on March 21, 2012. Services performed under this amendment will be contained within Task 4.

MODIFICATIONS TO ORIGINAL AGREEMENT

Services performed under this amendment will be contained within Task 4 under two new tasks.

Task 4d: Additional Site Survey

PriZm Surveying will utilize the existing survey controls identified in Task 4a to expand the site control to include the westerly quarter of the parcel beyond the initial drilling area on the property. Specific tasks include:

- Locate existing features necessary for future design at the site and add to the final mapping of the parcel. This will include but not limited to all existing and visible site improvement, gravel or driveway areas, walks or trails, utilities, fences, and trees 6 inches in diameter or larger when measured 54 inches above finished grade. The species and caliper of trees 6 inches in diameter or larger, when measured 54 inches above finished grade, will be identified on the survey.
- Wetland and Wetland Buffer Staking. Using existing wetland delineation information, calculate and create a worksheet for field staking purposes. Layout the wetland location and flag each noted position from the original data. At each location, search for evidence of the original delineation. If nothing is found, place a 4-foot wood lath at the location and note the original wetland flag number. Layout the wetland buffer at 25-foot interval, staking a wooden hub at each position, labeled "Wetland Buffer". Add this information to the final mapping.

Task 4e: Landscape Architecture

As part of the preliminary facility layout effort identified under Task 4b, Bradley Design Group will provide a landscaping plan to ensure all significant vegetation is maintained or incorporated into the plan for the Well 11 Production Well Facilities. The landscaping plan will show the buffer requirements based on required building setbacks for the Public Institution District zoning and show compliance with the requirements of the City's Landscaping Code (GHMC Chapter 17.78).

FIRST AMENDMENT

Bradley Design Group will participate in the design workshop identified in Task 4b with the goal of providing opinions on selected locations and arrangement of facilities as they relate to the requirements of the Public Institution District zoning and the City's Landscaping Code.

Assumptions

- For survey:
 - Use electronic copy of existing wetland delineation.
- For landscape architecture:
 - Use site survey information for development of landscaping plan.

Deliverables

- Additional survey information will be included on the 18 x 24-inch Record of Survey map described in the original Agreement – Electronic Copy (PDF, AutoCAD), 1 full size and one half size hard copy.
- Preliminary landscaping plan (draft and final) will be included with the preliminary drawings and 3-D rendering of the proposed facilities described in the original Agreement – Electronic Copy (PDF), 1 full size and one half size hard copy.

Timing

- The work described in this amendment will be completed as described in the original Agreement.

Exhibit B - Schedule of Charges (First Amendment)
City of Gig Harbor
Well #11 Production Well Development Project (CWP-1120)

TASK DESCRIPTION	Carollo Engineering								Prizm	Bradley Design Group	TOTALS		
	Project Manager	Technical Advisor QA/QC	Project Professional	Asst Professional	Designers/Technicians or GIS Staff	Clerical/WP	Carollo Total Labor Hours	Total Labor Costs			Total Sub Cost	Total Sub Cost	Carollo Other Direct Costs
Hourly Billing Rates	\$ 175	\$ 175	\$ 158	\$ 125	\$ 137	\$ 81						\$9.50	
Task Descriptions													
Task 4: Well Site Plan Development													
4d. Additional Site Survey	2		4			1	7	\$1,063	\$4,000	\$6,800		\$67	
4e. Landscape Architecture	2		4			2	8	\$1,144			\$200	\$76	
Task 4: Subtotal	4	0	8	0	0	3	15	\$2,207	\$4,000	\$6,800	\$200	\$143	\$13,350
TOTAL	4	0	8	0	0	3	15	\$2,207	\$4,000	\$6,800	\$200	\$143	\$13,350



Business of the City Council
City of Gig Harbor, WA

Subject: Donkey Creek Restoration Project
– Consultant Services Contract Amendment
No. 2 / Parametrix, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute a Consultant Services Contract Amendment No. 2 with Parametrix, Inc. in the not to exceed amount of \$211,692.86 for a total amended contract not-to-exceed amount of \$895,135.28.

Dept. Origin: Public Works/Engineering

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

For Agenda of: May 14, 2012

Exhibits: Consultant Services Contract Amendment

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

[Signature] 5/7/12

Approved as to form by City Atty:

[Signature] by email 5/4/12

Approved by Finance Director:

[Signature] 5/7/12

Expenditure Required	\$211,692.86	Amount Budgeted	** See Fiscal Consideration below	Appropriation Required	\$0
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INFORMATION / BACKGROUND

At the July 25, 2011 City Council meeting, Council verbally authorized Parametrix to proceed with the development of preliminary design, construction cost estimate and permitting feasibility of two final construction options, a bridge and a culvert, and pursue initial environmental permitting with for these options. At the September 12th City Council meeting, Council formally ratified payment to Parametrix, in the amount of \$189,189.11 for the work authorized in July 2011.

At the November 14, 2011 City Council meeting, Council authorized Contract Amendment #1 to the Parametrix contract in the amount of \$494,253.31. This first Contract amendment funded the final design and permitting for the selected design alternative consisting of restoring the Donkey Creek estuary, in combination with one-way Austin Street and construction of a one-way vehicular bridge that also included a non-motorized shared-use path along N. Harborview Drive.

At the April 30, 2012 Special City Council Meeting, Council was apprised of this contract amendment and that this would be forwarded for Council approval at the May 14, 2012 City Council Meeting. The enclosed Contract Amendment No. 2 in an amount of \$211,692.86 is for additional project out of scope of work performed through April 13, 2012.

There were numerous permitting and design challenges, the extent of which was unforeseen when the consultant's scope of work was originally negotiated. In order to meet the grant funded project completion date of September 2013, and to keep the project schedule on track, these issues were addressed within the existing scope and efforts made to reduce future costs in an attempt to remain inside the original contract budget. This was not possible due to many

factors, summarized below. The enclosed letter dated April 17, 2012 from Parametrix describes the additional services in detail, which include:

Permitting: One of the many issues that changed significantly was the anticipated permitting efforts with Washington State Fish and Wildlife (WDFW). The key to moving forward was the acceptance of the design by WDFW. As the scope of the project evolved, the permitting requirements were first impacted. We anticipated a fast track process with WDFW and the City; however, the decision by WDFW to forgo the fast track process demanded the permitting to be all inclusive. In addition to this change, the multitude of design changes required reworking of the permit documents and associated figures. Design changes equaled permit changes, which thus impacted our permitting scope and budgets and overall project budgets and the permitting path that Parametrix included in our scope.

At the beginning of this project, Parametrix and the City negotiated with WDFW the design criteria necessary to design a bridge, estuary and road enhancements. All parties were satisfied with the results of the meeting. In a subsequent meeting between the City and WDFW, the City asked their local representative at WDFW if this project would qualify for a Streamlined Fish Habit Enhancement Project. WDFW responded that if the project meets the requirements, the project is entitled to an exemption from the State Environmental Policy Act (SEPA) and an exemption from all local government permits and fees. After walking through the application with the City, the WDFW representative stated that it was his belief that the project would qualify and that he would support it with a letter if need be. This would have been a cost saving to the project. Parametrix scope was modified to reflect this streamlined process. Upon submitting the streamlined permit following the 60% design review, Parametrix was notified by the local representative that he had misinterpreted the criteria, and that WDFW in Olympia had rejected the application. Their reasoning was that the streamlined process could only apply to the estuary improvements, and because we were not able to separate the estuary from the roads project, the City would need to go through the full permitting process. As the timelines for permitting can never be certain, Parametrix quickly brought the design up to 90% and resubmitted all the permits to go through a regular permitting process, which now encompasses fourteen permits with nine permitting agencies. This required a huge effort as the timeline was closing fast to start the SEPA process so as to meet a July construction start date. On March 21, 2012, the City issued a draft MDNS SEPA decision. This project is also scheduled to go before the Hearing Examiner within the next few weeks.

Survey: There were several previously completed surveys that were used in combination for the project. It was discovered that some of the surveys were projected into incorrect datum and significant additional work was required to update and validate the survey data. This impacted all of the design work, and significantly the bridge, because once all the elevations were projected into the same datum reference, the elevations of underground utilities compared to existing ground surfaces and tide levels were clarified and previous design assumptions needed to be revised.

Right-of-way: Right-of-way needs were evaluated as part of the future roadway alignment. Additional right-of-way will need to be acquired in the future and there were non-conformities in the existing right-of-way that needed to be updated. The consultant prepared the necessary documentation to clear the non-conformities and to acquire future right of way.

Electrical Services: In order to meet the safety standards and provide a complete roadway project, full lighting and illumination plans were required. This was not contemplated in the original scope as the consultant assumed that the existing lighting was sufficient and the only work required would be to relocate existing poles.

Utilities: Originally, it was anticipated that all existing utilities would hang from the bridge. Once design progressed, this was found to be impractical due to space and alignment constraints. Staff directed the consultant to define two utility corridors along Austin Street for the franchise utilities in order to make sure there would be sufficient space for City owned utilities, including a waterline, which would be relocated instead of routed to hang from the bridge.

Estuary and Museum Coordination: The estuary restoration design was updated and enhanced in the area behind the Museum, reducing retaining wall lengths and heights and softening the side slopes. Additional coordination was required to align all parties regarding the details of the enhanced design. Permitting, landscaping, parking lot layout and material, path locations, and lighting under the bridge were some items requiring coordination with the Museum. The pedestrian path connecting the estuary to Donkey Creek Park was upgraded to be ADA compliant, which included adding a handrail and ADA landings to be in conformance with the federal guidelines. The fire lane, parking areas, onsite storm system and existing utilities needed to be evaluated in order to incorporate them into the design.

Additional Scope: Frontage improvements along N. Harborview Drive became necessary and added significantly to the design scope. The existing driveway entrances required coordination to allow the existing businesses to continue to operate. This shifted the roadway alignment and required adding walls behind the sidewalk, increasing the level of design detail. In addition, storm conveyance improvements were designed to address capacity issues within the existing system to provide a buffer for the 100-year storm flow and allow better maintenance and access. These improvements are not included in the base bid, but could be constructed as bid alternates or future stand-alone projects.

Additional Design Sheets: In an effort to minimize potential and costly construction field change orders, the level of detail has increased. For example, at 60% design, the design sheets had a total of 54 sheets and at 90% design, there are 96 sheets.

A future contract amendment will be taken before Council for construction management and engineering support services. The future contract amendment No. 3 will be provided at the time of the construction contract award. It is projected that this project will be advertised for bids in the summer of 2012 followed by construction beginning in late summer/early fall 2012 and continuing into 2013.

FISCAL CONSIDERATION

Current past project costs as well as the current contract amendment requested is reflected in the following table and is representative of all costs incurred through April 13, 2012. This table also summarizes the available funding sources to fund this project amendment. Projected remaining project costs are also provided and are for the full build option and is reflected in the following table,

Probable Cost Estimates at 90% (Parametrix)

AUSTIN RD + HARBORVIEW 1-WAY + BRIDGE + ESTUARY + HISTORY MUSEUM IMPROVEMENTS	MARCH 2012
Concept Development	\$146,000
Preliminary Engineering / Permitting	\$394,000
Final Engineering / Permitting	\$820,000
Construction	\$2,936,949
Construction Mgmt / Engineering Support	\$534,000
Materials Testing / Special Inspection	\$75,000
Miscellaneous	\$15,000
TOTAL	\$4,920,949
Spent to date	<\$1,253,000>
FUNDS REQUIRED	\$3,667,949

Currently Assumed Funding Sources

Source		Amount
Federal	United States Fish and Wildlife (USF&W)	\$800,000
Federal	Housing and Urban Development (HUD)	\$1,461,000
Local	2010 Budget	\$150,000
Local	City Stormwater Capital Fund - 2011 thru 2013	\$1,015,000
Local	GHN LID Balance	\$140,000
TOTAL FUNDING		\$3,566,000

Staff throughout this entire design process has been continually negotiating the minimization of consultant costs incurred and to date has negotiated with Parametrix the write off in excess of \$68,000 in design fees. A complete summary of the contract amendment and supporting documentation is included with this Council Bill.

BOARD OR COMMITTEE RECOMMENDATION

This item was discussed at the City Council Work Study Session on April 5, 2012, as well as the April 30, 2012 Special City Council Meeting in which Council was informed about the upcoming out of scope services contract amendment and the approximate dollar value of it.

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute Consultant Services Contract Amendment No. 2 with Parametrix, Inc. in the not-to-exceed amount of \$211,692.86 for a total amended contract not-to-exceed amount of \$895,135.28.

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

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract (the "Agreement") dated October 11, 2011 as amended by that certain First Amendment dated November 15, 2011, 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 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Donkey Creek Restoration and Transportation Project and desires to extend consultation services for the reimbursement of additional project out of scope of work performed through April 13, 2012 in connection with the project; and

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

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

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Two Hundred Thousand Six Hundred Ninety-two Dollars and Eighty-six Cents (\$211,692.86), as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

[The remainder of this page left intentionally blank]

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

IN WITNESS WHEREOF, the parties have executed this 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

EXHIBIT A

Parametrix

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

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

April 17, 2012
PMX No. 267-2750-024

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

Re: Donkey Creek Restoration & Transportation Project Explanation of Additional Out of Scope Work Performed
& Supporting Documentation

Dear Mr. Misiurak:

Since June 2011, Parametrix began working in collaboration with the City of Gig Harbor on the Donkey Creek project. From the initial graphic support for Council presentation and community meetings, to design assistance and cost estimating, Parametrix has been working with the City to manifest this project.

This multifaceted project has had many obstacles and challenges that were unforeseen at the time of scoping, budgeting and Council presentations. The issues that arose needed to be addressed quickly to keep the project schedule moving forward. Bidding is currently on schedule for late May to early June to meet this summer construction season and the current favorable bidding market. This also allows approximately one year to complete the project. With the changes to the current traffic circulation, the project will need to be done in a phased manner and still needs to be completed by September 2013 as per the extension to the City's funding requirements. The following paragraphs explain the unforeseen activities which affected the budget.

The road and bridge work needed to be designed with future alignments in mind for all roadway improvements. Additional right-of-way needed to be evaluated and acquired along Austin and Harborview Drive and some unconformities to the existing right-of-way needed to be cleared up (Remy property and WWTP) to ensure that the alignments were clearly represented for the project and checked for future improvements. It was found that the City-supplied survey data was not projected in the correct datum and it was necessary to validate and survey additional areas. The water main relocation connection point needed to be changed, requiring more additional survey work. The location and elevation of the utilities under the proposed bridge needed to be validated for the proposed bridge alignments as the data provided was inconsistent. It was originally proposed that the utilities were to hang in their current alignment not needing additional design. But the reality of doing that posed difficulties and the City requested that Parametrix evaluate differing positions under the bridge for safety and ease of future maintenance. A tech memo was produced and the design was changed to have the utilities run parallel to the girders.

Our original scope for electrical was intended to relocate existing poles. As the project moved forward it became necessary to design an entire electrical system to be in conformance with City Standard, as the City deemed it

EXHIBIT A

Mr. Stephen Misiurak
April 17, 2012
Page 2

Parametrix

necessary to require of themselves the same standards they require of local developers. Parametrix provided a full lighting and illumination plan to meet those standards, and added the ADA ramps on the north side of the Harborview and N. Harborview Dr. intersection at the City's request. Additional coordination was also needed for the utilities to be relocated off the bridge and up and around Austin. Two utility corridors were identified in coordination with the City and the utility providers.

The frontage improvement (added as a bid alternate) from N. Harborview Dr. to the Austin Estuary also needed additional survey and design. The City's existing ROW, if used in its full capacity, would have hindered the business on the NE side of the road. Parametrix working with the City to redesign the entrances coordinated with the property owners regarding the proposed improvements. This allowed Parametrix to set the future alignment of Harborview Dr. for future improvements. The City requested that Parametrix design improvements to the existing storm conveyance system by intercepting the existing line going to the museum and redirecting the flow through an additional 36-inch storm main down the street. This was to address capacity issues to the existing system providing a buffer for the 100-year storm flow and allow better maintenance and access.

The estuary portion was expanded to better utilize the area behind the museum and reduce the heights of the retaining wall to the project. Additional coordination with the City and Museum was required to align all parties as to what was expected. Permitting, landscaping, path locations and lighting under the bridge were some of the coordination with the museum. The path under the bridge to Donkey Creek Park was upgraded to be ADA compliant adding a handrail and ADA landings to be in conformance with the federal guidelines. The fire lane and parking areas and the onsite storm system needed to be evaluated for the improvements. Utilities needed to be located for the demo plans.

All of these changes and the amount of road work required to open up Donkey Creek changed the permitting path that Parametrix included in our scope. At the beginning of this project, Parametrix negotiated with WDFW the design criteria necessary to design a bridge, estuary and road enhancements. All parties were satisfied with the results of the meeting. It was at that meeting where the City asked their local representative with WDFW if this project would qualify for Streamlined Fish Habit Enhancement Project. If the project meets the requirements, the project is entitled to an exemption from the State Environmental Policy Act (SEPA), and exemption from all local government permits and fees. After walking through the application with the City, the WDFW representative stated that it was his belief that the project would qualify and that he would support it with a letter if need be. This would have been a cost saving to the project. Parametrix scope was modified to reflect this streamlined process. Upon submitting the streamlined permit following the 60% design review, Parametrix was notified by the local representative that he had misinterpreted the criteria, and that, WDFW in Olympia had rejected the application. Their reasoning was that the streamline process could only apply to the estuary improvements, and because we were not able to separate the estuary from the roads project the City would need to go through the full permitting process. As the timelines for permitting can never be certain, Parametrix quickly brought the design up to 90% and resubmitted all the permits to go through a regular permitting process. This required a huge effort as the timeline was closing fast to start the SEPA process so as to meet a May-June construction start.

The above changes are a few of the major highlighted items affecting the budget. For a more detailed list of the requested changes see attached. All of the requested changes that City staff deemed necessary were to address both public safety and future maintenance to the project along with minimizing waste to future improvements to the area. The project site includes approximately 13 plus acres of both private and public property and all of the City's infrastructure runs through the site and needed to be addressed. Future utilities were considered and developed. During design it became apparent that certain safety factors and ADA access needed improving so all of the community could benefit from the newly opened estuary, pedestrian access, safety and vehicle circulation. Our original scope of work incorporated the final engineering for the estuary improvements, engineering design



Parametrix

for the one-way North Harborview Bridge and associated transportation improvements that included the alignment with future roundabout design.

As the project moved forward, Parametrix worked to complete the tasks identified within our scope but also to anticipate any items that may impact the design and construction completion. One of the many issues that changed significantly was the anticipated permitting efforts with WDFW. The key to moving forward was the acceptance of the design by WDFW. As the scope of the project evolved the permitting requirements were first impacted. We anticipated a fast track process with WDFW and the City; however the decision by WDFW to forgo the fast track process demanded the permitting to be all inclusive. In addition to this change, the multitude of design changes required reworking of the permit documents and associated figures. Design changes equaled permit changes, which thus impacted our permitting scope and budgets and overall project budgets.

These items listed above are just a few that were not anticipated nor accounted for. The level of details necessary to communicate to the contractor the scope of the work has increased. For example at 60 % the design sheets had a total of 54 sheets and the 90% design documents have 96 sheets. For your review we have included a revised scope (see Exhibit A) indicating the design changes and how it impacted each of the design tasks. Following the April 30th Council Work-session, Parametrix will provide a revised scope of work to bring the project to 100%. As identified in the attached scope of work, the additional items requested and required are laid out. The table within the scope reflects all balances as of April 13th, 2012 and identifies the original budgets and the amounts exceeded. In addition our current contract expired on February 24, 2012 and will need to be extended.

Parametrix has continued to work with the City moving the project forward and made a decision to not bill all costs to the City. The employees, hours and costs are attached (see Exhibit B) for your review.

We have been excited to be a part of this project. We look forward to the continuation of the project. If you have any questions or need any additional information please do not hesitate to contact us.

Thank you for the opportunity,

Parametrix



Shannon Thompson
Project Manager

EXHIBIT A

SCOPE OF WORK

City of Gig Harbor

Donkey Creek Restoration and Transportation Improvements

The scope of work below identifies items that were included in the project but were not part of the original scope of work. Each task listed is part of the original scope and will the amounts will reflect the effort to complete these additional tasks to the 90% review. All tasks completed were in coordination with our original scope of work, adhering to all WSDOT, federal grant funds, etc. requirements.

PHASE TWO – FINAL ENGINEERING DESIGN FOR BRIDGE, ROADWAY, ESTUARY IMPROVEMENTS

Tasks for **Phase 02** work includes:

- **Task 01** – Project Management
- **Task 02** – One-way Road Improvements Design
- **Task 03** - Bridge Design
- **Task 04** - Estuary Design
- **Task 05** - Landscaping Design for Estuary and Harbor History Museum and Road Frontage
- **Task 06** - Geotechnical Investigations
- **Task 07** – Final Permitting Assistance
- **Task 08** – Validate Roundabout Alignment and Configuration to 15% with corresponding estimate and additional right-of-way needs
- **Task 09** – Additional Topographic Survey for Road Alignment
- **Task 10** – Frontage Improvements between Austin Estuary and North Harborview Drive Streets
- **Task 11** – Management Reserve
- **Task 12** – Water Line Design and Design Survey

Task 01 – Project Management
(OVER Budget \$68,796.04)

Objective

It is our goal to provide service to the City, as an extension of their staff. Need for additional coordination between all parties involved in this project became apparent very early in the project.

Activities

- Permit coordination
- City staff, permitting agencies, City Planning Department coordination
- Weekly meetings (versus original bi-weekly meetings)
- Coordination with Harbor History Museum and Other Property Owners
- Additional Geotech and Landscape meetings
- Unforeseen permitting requirements lead to more Project Manager involvement

SCOPE OF WORK (CONTINUED)

Task 02 – One Way Road Improvements Design
(OVER Budget \$39,852.50)

Objective

The intention of our design team was to prepare engineering plans and specifications based on the City's desires and wishes. Parametrix moved forward with the design as presented all the while providing the City with insight of potential changes that could occur during construction. The activities listed were additional items requested/required by City direction.

Activities

- Utilities coordination to assist the City in negotiating the movement of utilities on to Austin Street. Provided CAD and background information for the utility agencies.
- Lighted crosswalk on N Harbor view Dr. and Austin
- Design provisions in the plans for future lighted cross walk on the corner of N Harbor View Dr. and Harborview
- Full traffic safety cot xw-101 package, including led crosswalk sign, pushbutton, TS400 lights non snow plow rated lights.
- Added additional design for ADA ramps on the North side of N Harbor View Dr.
- Added ADA ramp across from described above on the WWTP side.
- Design provisions for adding irrigation to the City's light standards.
- Additional traffic signage at Austin/North Harborview.
- Paving markers.
- Banner pole relocation.
- Traffic control for extended utility limits.
- Verify sight distance for all driveways.
- Parking markers added for safety on one-way Harborview.
- Extend SS line.
- Redesign intersection at Austin and N. Harborview for site safety.

Additional lighting added per City's request:

- Photo cell on the 30" pole using wire circuit.
- 200amp service in a 68" cabinet.
- LED lighting analysis.
- Additional City staff coordination.
- Under bridge lighting system.
- Extend SS line.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

**Task 03 –Pedestrian and Vehicular Bridge and Soldier Pile Wall Design
(OVER Budget \$24,390.33)**

Objective

Activities

- Evaluated differing Design for hanging the utilities from the bridge to assure the best plausible location were being used for Public Safety, future maintenance, and functional use.
 - Tech Memo delivered on 01-05-2012 that discusses the issues and impacts stand point.
- Candle lever structural for lamp structural mounting details for light pole into existing sidewalk structure.
- Review of light pole base and stamped.
- Designed cast in place retaining walls for frontage improvements on N Harbor View.

**Task 04 – Donkey Creek Estuary Design
(OVER Budget \$18,833.75)**

Objective

Additional tasks were deemed necessary after receiving feedback from various meetings.

Activities

- Change of the channel contours to adapt wider, natural estuary representation revisions required from feedback from Harbor History Museum meetings.
- Handrails and ADA requirements.
- Additional coordination with bridge alignment in conjunction with utilities.
- Additional survey required for the Harbor History Museum site and topography and structures due to the CAD files provided were design and not survey.

**Task 05 – Landscape Design
(\$8,386.68)**

Objective

Activities

- Revisions to landscaping plans to complete to 90% design

**Task 06 – Geotechnical Investigations
(OVER Budget \$2,981.71)**

Activities

- Revisions to geotechnical reports to reflect attributed to analysis of pile depths to determine the potential construction cost savings.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Additional requested memo regarding pile walls to assure safety factors were met.
- Value engineering of soldier pile walls (cost savings to the City of \$50,000.00)

Task 07 – Permitting
(OVER Budget \$14,023.63)

Objective

It was anticipated that this project would be permitted as one complete and comprehensive project under the “WFDW” fast track permit process.

Activities

- Fast tracking was not used as per WDFW (too many road components on the project). Additional permitting was necessary and updating to all the permits for the project needed to occur.
- Additional figures were needed for the permit applications.
- SEPA and JARPA with related permits were required.
- Additional communication and meetings with permit agencies.
- The numerous changes in the design required reworking all permits and documents.
- Design revisions = permit document revisions.

Task 09 – Additional Survey
(OVER Budget \$15,196.98)

Objective

The City provided base maps of the project area but after review and research it was discovered that this information was not complete, nor correct. In order to minimize impacts to the City during construction, in the area of change orders, Parametrix completed out of scope topography.

As to assist with the completion of the bridge design it was determined that a much more detailed look at underground utilities, potholing and staking proposed bridge limits was needed. Furthermore, Parametrix survey completed 4 additional legal descriptions as well as assisted in right-of-way vacates. And in order to encompass all existing conditions it was also determined that including the Remy property legal description was necessary.

Activities

- Additional area for proposed round about
- Proposed waterline design
- Storm drain configuration,
- Remaining park topo not surveyed by the previous surveyors as well as the stair way from North Harborview to the museum
- Underground utilities
- Additional potholing and staking proposed bridge limits
- (4) additional legal descriptions and right-of-way vacates

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Revised ROW vacate for WWTP

TASK 10 – FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)
(OVER BUDGET \$8,712.50)

Objective

Activities

- Addition design for storm system to by-pass current system flowing under the HHM.
- Additional lighting on new frontage.
- Added irrigation for light poles.
- Retaining walls on frontage.
- Change drive approached and prepare exhibit for City to conform with property owners.
- Needed additional survey for Harborview Dr. to verify utilities and structures.
- Backwater analysis of the entire proposed Harborview storm system with alternate 30” pipe added (requiring survey of existing Austin culvert).

TASK 12 – WATER LINE DESIGN AND DESIGN SURVEY
(OVER BUDGET \$10,518.75)

Objective

Activities

- Change water line termination point needed additional survey for new location.
- Utilities coordination to assist the City in negotiating the movement of utilities on to Austin Street. Provided CAD and background information for the utility agencies.
- Additional design needed for utilities within the bridge structure.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Table reflects budget balances as of 4/13/12:

ALL TASKS	ORIGINAL BUDGETS	REMAINING BALANCE
01 – Project Management	\$78,203.00	(\$68,796.04)
02 – Road Improvements Design	\$102,590.00	(\$39,852.50)
03 – Bridge Design	\$129,770.00	(\$24,390.33)
04 – Estuary Design	\$24,960.00	(\$18,833.75)
05 – Landscape Design	\$36,313.00	(\$8,386.68)
06 – Geotechnical Investigations	\$22,114.00	(\$2,981.71)
07 – Permitting Assistance	\$18,830.00	(\$14,023.63)
08 – Validate Roundabout	\$20,569.00	\$0.00
09 – Additional Survey	\$13,105.00	(\$15,196.98)
10 - Frontage Improvements	\$13,240.00	(\$8,712.50)
11 – Management Reserve	\$15,000.00	\$0.00
12 – Waterline Design	\$19,560.00	(\$10,518.75)
TOTALS:	\$494,253.31	(\$211,692.86)¹

¹ Reflects **total effort** over original budget amounts through April 13, 2012.

EXHIBIT A

EXHIBIT B

3/21/2012

Donkey Creek Project Efforts that have been written off to date

Client: 2750 City of Gig Harbor

001160	Glassley, James	WA	R	0.75	104.97	\$	78.73
001166	Battuello, Peter A.	BEV	R	0.5	201.96	\$	100.98
001186	Hannan, Gregory	BRE	R	22	134.37	\$	2,956.14
001549	Danne, Carter A.	WA	R	5.75	134.76	\$	774.87
001561	Sandeno, Darren	WA	R	6	111.12	\$	666.72
001622	Peterson, Julia	BRE	R	27.25	90.57	\$	2,468.03
001650	Wagner, Steven	WA	R	1	166.53	\$	166.53
001662	Murray, Robert	WA	R	6	213.99	\$	1,283.94
002124	Munro, Susan M.	BRE	R	0.25	59.64	\$	14.91
002316	Popovich, Paul S.	TAC	R	51	156.36	\$	7,974.36
002321	Whittaker, April D.	TAC	R	1	78.51	\$	78.51
002400	Dugan, James R.	WA	R	25	189.03	\$	4,725.75
002628	Bunker, Brian E.	BRE	R	15	184.62	\$	2,769.30
TOTAL							\$ 24,058.77

Expense

Mileage Expense UP Peter A. Battuello	\$	67.71
Mileage Expense UP Sarah J. St. George	\$	14.28
Mileage Expense UP Paul S. Popovich	\$	81.27
Mileage Expense UP Brian E. Bunker	\$	65.25
Mileage Expense UP In-House Expenses	\$	22.14
Exp-Transportation Peter A. Battuello	\$	21.11
Exp-Transportation Matthew M. Maynard	\$	4.20
Exp-Transportation Paul S. Popovich	\$	11.55
Exp-Transportation Brian E. Bunker	\$	8.66
Exp-Transportation ARC - Washington	\$	814.09
Exp-Transportation Petty Cash Bremerton PMX	\$	41.59
Exp-Trans Nonallowable Shannon D. Thompson	\$	96.38
Exp-Trans Nonallowable Brian E. Bunker	\$	38.15
In House Printing - Marketing In-House Expenses	\$	91.73
TOTAL	\$	1,378.10

001607	Ripley, Scean	WA	R	5.5	125.46	\$	690.03
002026	Ironmonger, David A.	WA	R	6	132.21	\$	793.26
002136	Dinkuhn, David L.	BRE	R	9	126.12	\$	1,135.08
TOTAL							\$ 2,618.37

001166	Battuello, Peter A.	WA	R	5	201.93	\$	1,009.65
002321	Whittaker, April D.	TAC	R	13	78.51	\$	1,020.63
002400	Dugan, James R.	WA	R	6	186.36	\$	1,118.16
002628	Bunker, Brian E.	BRE	R	6	184.62	\$	1,107.72

4/17/2012

EXHIBIT A

EXHIBIT B

TOTAL						\$ 4,256.16
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001166	Battuello, Peter A.	WA	R	26.5	196.86	\$ 5,216.79
001204	Friebel, Jenna	WA	R	1	127.59	\$ 127.59
001453	Swenson, Jens R.	WA	R	4	116.88	\$ 467.52
001561	Sandeno, Darren	WA	R	6	111.12	\$ 666.72
002398	Thompson, Shannon D.	WA	R	24	164.04	\$ 3,936.96
002400	Dugan, James R.	WA	R	55	186.36	\$ 10,249.80
002571	Maynard, Gary R.	BRE	R	9.5	176.73	\$ 1,678.94
002628	Bunker, Brian E.	BRE	R	1	184.62	\$ 184.62
TOTAL						\$ 22,528.94

Expense

Mileage Expense UP In-House Expenses						\$ 51.06
TOTAL						\$ 51.06

001607	Ripley, Scean	WA	R	1	125.46	\$ 125.46
002628	Bunker, Brian E.	BRE	R	4	184.62	\$ 738.48
TOTAL						\$ 863.94

002136	Dinkuhn, David L.	BRE	R	3	132.42	\$ 397.26
002628	Bunker, Brian E.	BRE	R	17	184.62	\$ 3,138.54
TOTAL						\$ 3,535.80

001044	Morgan, Shari	WA	R	2	89.97	\$ 179.94
001186	Hannan, Gregory	BRE	R	0.5	134.37	\$ 67.19
002136	Dinkuhn, David L.	BRE	R	17	132.42	\$ 2,251.14
002321	Whittaker, April D.	TAC	R	15	78.51	\$ 1,177.65
002398	Thompson, Shannon D.	WA	R	3	163.86	\$ 491.58
002400	Dugan, James R.	WA	R	4.5	186.36	\$ 838.62
002460	Soileau, Victoria L.	WA	R	0.5	77.01	\$ 38.51
002544	Broome, Christine E.	BRE	R	1.5	53.46	\$ 80.19
002569	Ruffin, Lauretha L.	WA	R	0.5	58.95	\$ 29.48
002614	Arnold, Steven D.	WA	R	7	118.98	\$ 832.86
002628	Bunker, Brian E.	BRE	R	8	184.62	\$ 1,476.96
002739	Robinson, Rosa	BRE	R	1	51	\$ 51.00
TOTAL						\$ 7,515.11

Expense

In-House Expenses						\$ 1,529.36
TOTAL						\$ 1,529.36

PROJECT TOTALS

Labor	\$	65,377.08
Expense	\$	2,958.52
	\$	<u>68,335.60</u>

EXHIBIT A

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

1002 15TH ST SW, SUITE 220
AUBURN, WA 98001
T. 253.269.1330 F. 253.269.6899
www.parametrix.com

Remit to: P.O. Box 146, Spokane, WA 99210-0146

Billing Contact - Shari Morgan - Phone: 253-501-5170, Email: SMorgan@parametrix.com

City of Gig Harbor
Attn: Stephen Misiurak
3510 Grandview Street
Gig Harbor, WA 98335

Invoice : 01-70873
Invoice Date : 04/17/2012
Project : 267-2750-024
Project Name : Donkey Creek Improvements

For Professional Services Rendered from 1/29/2012 through 4/13/2012

Phase 02: Final Design

Task 01 : Project Managment

Task Labor	63,448.75
Task Expense	5,347.29
Task Total	<u>68,796.04</u>

Task 02 : Road Improvements Design

Task Labor	39,852.50
Task Expense	0.00
Task Total	<u>39,852.50</u>

Task 03 : Bridge Design

Task Labor	24,097.50
Task Expense	292.83
Task Total	<u>24,390.33</u>

Task 04 : Donkey Creek Estuary Design

Task Labor	18,833.75
Task Expense	0.00
Task Total	<u>18,833.75</u>

Task 05 : Landscape Design

Task Labor	0.00
Task Expense	8,386.68
Task Total	<u>8,386.68</u>

Phase 02: Final Design

Task 06 : Geotechnical Investigations

Task Labor	0.00
Task Expense	2,981.71
Task Total	<u>2,981.71</u>

Task 07 : Permitting Assistance

Task Labor	4,825.00
Task Expense	9,198.63
Task Total	<u>14,023.63</u>

Task 09 : Additional Survey

Task Labor	13,811.25
Task Expense	1,385.73
Task Total	<u>15,196.98</u>

Task 10 : Frontage Improvements

Task Labor	8,712.50
Task Expense	0.00
Task Total	<u>8,712.50</u>

Task 12 : Water Line Design & Topo

Task Labor	10,518.75
Task Expense	0.00
Task Total	<u>10,518.75</u>

Phase Labor	184,100.00
Phase Expense	27,592.86
Phase Total	<u>211,692.86</u>

Total Amount Due This Invoice: \$ 211,692.86

STATEMENT:					
Prior Billings :	\$494,238.33	Contract Amount :	\$494,253.31	Billings To Date :	\$ 705,931.19
Current Billings :	<u>211,692.86</u>	Billings To Date :	<u>705,931.19</u>	Paid To Date :	<u>494,238.33</u>
Total Billings :	\$705,931.19	Contract Balance :	(\$211,677.88)	Total Amount Due :	\$ 211,692.86

TERMS: NET 30 DAYS--PAST DUE SUBJECT TO 1-1/2% CHARGE.

This invoice is considered confidential business information.

Outstanding Prior Invoices (as of 4/17/2012)

EXHIBIT A

Project Number	Inv. Number	Inv. Date	Amount Billed	Amount Paid	Balance Due
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Last Payment Date: 3/16/2012

* Indicates Retainage

Salary & Expense Detail

Phase 02: Final Design

Task 01 : Project Managment

Labor

<i>Employee Name</i>	<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
James R. Dugan	Sr Consultant	50.00	180.00	9,000.00
Amanda B. Knowles	Word Processing Specialist	0.50	75.00	37.50
Shari Morgan	Sr Project Accountant	1.75	95.00	166.25
Shannon D. Thompson	Sr Construction Mgr	285.00	145.00	41,325.00
April D. Whittaker	Project Controls Specialist	161.50	80.00	12,920.00
Labor Subtotal		498.75		63,448.75

Regular Expenses

<i>Vendor Name</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Subconsultants - General-Bill Acker Consulting Services	4,048.00	1.0000	4,048.00
Courier and Postage-United Parcel Service	17.18	1.0000	17.18
Printing-ARC - Washington	321.74	1.0000	321.74
Telephone-Global Crossing Conferencing	50.14	1.0000	50.14
Transportation Fares-April D. Whittaker	13.75	1.0000	13.75
Transportation Fares-Shannon D. Thompson	26.00	1.0000	26.00
Regular Expenses Subtotal			4,476.81

In-House Expenses

<i>Item Description</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>
In-House Expenses-Copies - B & W 8.5 x 11	2,291.00 Page(s)	0.1300	297.83
In-House Expenses-Plots - Plotter Bond	99.99 Sq. Ft.	0.4000	40.00
In-House Expenses-Copies - Color 8.5 x 11	33.00 Page(s)	0.1300	4.29
April D. Whittaker-Vehicles - Mileage	70.00 Mile(s)	0.5550	38.85
Shannon D. Thompson-Vehicles - Mileage	828.00 Mile(s)	0.5550	459.54
In-House Expenses-Vehicles - Mileage	54.00 Mile(s)	0.5550	29.97
Unit Pricing Subtotal			870.48

Total Task 01 : Project Management	Labor :	63,448.75
	Expense :	5,347.29
	Total :	68,796.04

Task 02 : Road Improvements Design

* Indicates Overtime Hours Worked

Salary & Expense Detail

Phase 02: Final Design

Task 02 : Road Improvements Design

Labor

<i>Employee Name</i>	<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Oskar K. Agustsson	Sr Engineer	3.50	155.00	542.50
Ken Brown	Engineer III	1.00	135.00	135.00
Brian E. Bunker	Principal	8.00	180.00	1,440.00
Linda K. Edwards	Word Processing Specialist	15.50	80.00	1,240.00
Rodney J. Guyette	Sr Designer	9.00	150.00	1,350.00
Gregory G. Hannan	Sr Engineer	78.00	145.00	11,310.00
Robert D. Kugen	Designer III	8.00	135.00	1,080.00
Susan M. Munro	Marketing Assist	13.75	75.00	1,031.25
Denise D. Peterson	Designer II	14.75	100.00	1,475.00
Julia Peterson	CADD Supervisor	18.00 *	100.00	1,800.00
Julia Peterson	CADD Supervisor	73.50	100.00	7,350.00
Steve B. Rasmussen	CADD Operator II	2.50 *	100.00	250.00
Steve B. Rasmussen	CADD Operator II	12.00	100.00	1,200.00
Steve Sires	Designer III	1.00	135.00	135.00
David G. Wilson	Engineer II	26.75	135.00	3,611.25
Melody T. Wray	Sr Admin Assist	5.25	70.00	367.50
Dean H. Zavack	Engineer III	41.00	135.00	5,535.00
Labor Subtotal		331.50		39,852.50

Total Task 02 : Road Improvements Design	Labor :	39,852.50
	Expense :	0.00
	Total :	39,852.50

Task 03 : Bridge Design

Labor

<i>Employee Name</i>	<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Kathleen M. Braaten	CADD Operator II	15.00	100.00	1,500.00
Shane L. Brown	Engineer IV	34.50	135.00	4,657.50
Robert D. Kugen	Designer III	9.00	135.00	1,215.00
Daniel J. McIntier	Sr Engineer	11.50	180.00	2,070.00
Robert Murray	Division Manager	20.00	180.00	3,600.00
Alvin R. Valencia	Designer III	100.50	110.00	11,055.00
Labor Subtotal		190.50		24,097.50

Regular Expenses

<i>Vendor Name</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Transportation Fares-Robert Murray	4.00	1.0000	4.00
Regular Expenses Subtotal			4.00

* Indicates Overtime Hours Worked

Salary & Expense Detail

Phase 02: Final Design

Task 03 : Bridge Design

In-House Expenses

<i>Item Description</i>	<i>Units</i>		<i>Rate</i>	<i>Amount</i>
In-House Expenses-Copies - B & W 8.5 x 11	319.00	Page(s)	0.1300	41.47
In-House Expenses-Copies - Color 8.5 x 11	20.00	Page(s)	0.1300	2.60
Robert Murray-Vehicles - Mileage	56.00	Mile(s)	0.5550	31.08
In-House Expenses-Vehicles - Mileage	385.00	Mile(s)	0.5550	213.68
Unit Pricing Subtotal				288.83

Total Task 03 : Bridge Design	Labor :	24,097.50
	Expense :	292.83
	Total :	24,390.33

Task 04 : Donkey Creek Estuary Design

Labor

<i>Employee Name</i>	<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Gary L. Arndt	Sr Consultant	3.00	180.00	540.00
Christine E. Broome	Sr Library Assistant	2.00	75.00	150.00
David L. Dinkuhn	Sr Engineer	53.00	145.00	7,685.00
Nancy K. Donovan	Word Proc Mgr/Editor	1.25	80.00	100.00
Linda K. Edwards	Word Processing Specialist	21.00	80.00	1,680.00
Julia Peterson	CADD Supervisor	32.00 *	100.00	3,200.00
Julia Peterson	CADD Supervisor	47.75	100.00	4,775.00
Rosa Robinson	Admin Assistant	0.25	75.00	18.75
Melody T. Wray	Sr Admin Assist	4.00	70.00	280.00
Dean H. Zavack	Engineer III	3.00	135.00	405.00
Labor Subtotal			167.25	18,833.75

Total Task 04 : Donkey Creek Estuary Design	Labor :	18,833.75
	Expense :	0.00
	Total :	18,833.75

Task 05 : Landscape Design

Regular Expenses

<i>Vendor Name</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Subconsultants - General-Nakano Associates, LLC	8,386.03	1.0000	8,386.03
Regular Expenses Subtotal			8,386.03

In-House Expenses

<i>Item Description</i>	<i>Units</i>		<i>Rate</i>	<i>Amount</i>
In-House Expenses-Copies - B & W 8.5 x 11	5.00	Page(s)	0.1300	0.65
Unit Pricing Subtotal				0.65

* Indicates Overtime Hours Worked

Salary & Expense Detail

Phase 02: Final Design

Total Task 05 : Landscape Design	Labor :	0.00
	Expense :	8,386.68
	Total :	8,386.68

Task 06 : Geotechnical Investigations

Regular Expenses

Vendor Name	Cost	Multiplier	Amount
Subconsultants - General-HWA GeoScience, Inc.	2,981.71	1.0000	2,981.71
Regular Expenses Subtotal			2,981.71

Total Task 06 : Geotechnical Investigations	Labor :	0.00
	Expense :	2,981.71
	Total :	2,981.71

Task 07 : Permitting Assistance

Labor

Employee Name	Classification	Hours	Rate	Amount
Kelli J. Lambert	Planner I	7.00	95.00	665.00
Kelli J. Lambert	Planner II	30.00	95.00	2,850.00
Gary R. Maynard	Sr Planner	4.50	180.00	810.00
Julia Peterson	CADD Supervisor	1.00 *	100.00	100.00
Julia Peterson	CADD Supervisor	4.00	100.00	400.00
Labor Subtotal		46.50		4,825.00

Regular Expenses

Vendor Name	Cost	Multiplier	Amount
Subconsultants - General-Latona Consulting Services	8,480.00	1.0000	8,480.00
Courier and Postage-Reserve Account - #40881807	5.81	1.0000	5.81
Printing-ARC - Washington	585.24	1.0000	585.24
Regular Expenses Subtotal			9,071.05

In-House Expenses

Item Description	Units	Rate	Amount
In-House Expenses-Copies - B & W 8.5 x 11	145.00 Page(s)	0.1300	18.85
In-House Expenses-Plots - Plotter Bond	202.80 Sq. Ft.	0.4000	81.12
In-House Expenses-Copies - Color 8.5 x 11	16.00 Page(s)	0.1300	2.08
Gary R. Maynard-Vehicles - Mileage	46.00 Mile(s)	0.5550	25.53
Unit Pricing Subtotal			127.58

Total Task 07 : Permitting Assistance	Labor :	4,825.00
	Expense :	9,198.63
	Total :	14,023.63

* Indicates Overtime Hours Worked

Salary & Expense Detail

Phase 02: Final Design

Task 09 : Additional Survey

Labor

Employee Name	Classification	Hours	Rate	Amount
Adam W. Beauprez	Surveyor II	0.50	105.00	52.50
Cheryl R. Beauprez	Tech Aide	4.75	75.00	356.25
Julia Peterson	CADD Supervisor	14.50	100.00	1,450.00
Scean Ripley	Sr Surveyor	38.00	125.00	4,750.00
Scott D. Spees	Surveyor III	0.50	105.00	52.50
Robert J. Spiers	Surveyor II	35.00	100.00	3,500.00
Dale A. Stafford	Surveyor III	36.50	100.00	3,650.00
Labor Subtotal		129.75		13,811.25

Regular Expenses

Vendor Name	Cost	Multiplier	Amount
Subconsultants - General-Applied Professional Services, Inc.	640.00	1.0000	640.00
Regular Expenses Subtotal			640.00

In-House Expenses

Item Description	Units	Rate	Amount
In-House Expenses-Copies - B & W 8.5 x 11	20.00 Page(s)	0.1300	2.60
In-House Expenses-Plots - Plotter Bond	27.60 Sq. Ft.	0.4000	11.04
In-House Expenses-Vehicles - Mileage	238.00 Mile(s)	0.5550	132.09
Survey Equipment	4.00 Use Rate	150.0000	600.00
Unit Pricing Subtotal			745.73

Total Task 09 : Additional Survey	Labor :	13,811.25
	Expense :	1,385.73
	Total :	15,196.98

Task 10 : Frontage Improvements

Labor

Employee Name	Classification	Hours	Rate	Amount
Gregory G. Hannan	Sr Engineer	52.50	145.00	7,612.50
Julia Peterson	CADD Supervisor	4.00 *	100.00	400.00
Julia Peterson	CADD Supervisor	7.00	100.00	700.00
Labor Subtotal		63.50		8,712.50

Total Task 10 : Frontage Improvements	Labor :	8,712.50
	Expense :	0.00
	Total :	8,712.50

Task 12 : Water Line Design & Topo

* Indicates Overtime Hours Worked

Salary & Expense Detail

Phase 02: Final Design

Task 12 : Water Line Design & Topo

Labor

Employee Name	Classification	Hours	Rate	Amount
Brian E. Bunker	Principal	2.00	180.00	360.00
Robert D. Kugen	Designer III	75.25	135.00	10,158.75
Labor Subtotal		77.25		10,518.75

Total Task 12 : Water Line Design & Topo	Labor :	10,518.75
	Expense :	0.00
	Total :	10,518.75

Total Phase 02: Final Design	Labor :	184,100.00
	Expense :	27,592.86
	Total :	211,692.86

Total This Invoice 211,692.86

* Indicates Overtime Hours Worked

This invoice is considered confidential business information.

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Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Charges through Period Ending 3/31/2012

Other Expenses Detail

Phase	Task	Acct Name	Vendor Name	Doc #	Ref #	Ref. Date	Cost/Qty	Mult./ Unit Cost	Billed
Phase 02									
02	01	Printing	ARC - Washington	83978	03459035	01/23/2012	321.74	1.0000	321.74
02	01	Transportation Fares	Thompson, Shannon D.	84402	011312	01/13/2012	9.50	1.0000	9.50
02	01	Transportation Fares	Thompson, Shannon D.	84653	020312	02/03/2012	8.25	1.0000	8.25
02	01	Transportation Fares	Thompson, Shannon D.	84654	021012	02/10/2012	8.25	1.0000	8.25
02	01	Telephone	Global Crossing Conferencing	84742	9033642582	02/08/2012	20.06	1.0000	20.06
02	01	Telephone	Global Crossing Conferencing	84749	9033636654	02/01/2012	13.08	1.0000	13.08
02	01	Telephone	Global Crossing Conferencing	85136	9033652075	02/15/2012	17.00	1.0000	17.00
02	01	Courier and Postage	United Parcel Service	85245	0000F645W2072	02/18/2012	17.18	1.0000	17.18
02	01	Subconsultants - General	Bill Acker Consulting Services	85788	03132012	03/13/2012	4,048.00	1.0000	4,048.00
02	01	Mileage	Thompson, Shannon D.	947402	947402	01/12/2012	302.00	0.5550	167.61
02	01	Mileage	Thompson, Shannon D.	947469	947469	02/01/2012	396.00	0.5550	219.78
02	01	Mileage	Thompson, Shannon D.	947470	947470	02/09/2012	130.00	0.5550	72.15
02	01	Mileage	In-House Expenses	947594	947594	01/24/2012	54.00	0.5550	29.97
02	01	In-House Printing	Copies:B & W 8.5 x 11				2,254.00	0.1300	293.02
02	01	In-House Printing	Copies:Color 8.5 x 11				33.00	0.1300	4.29
02	01	In-House Printing	Plots:Plotter Bond				99.99	0.4000	40.00
Total ExpensesTask 01									5,289.88
02	03	Mileage	In-House Expenses	947557	947557	02/01/2012	385.00	0.5550	213.68
02	03	In-House Printing	Copies:B & W 8.5 x 11				319.00	0.1300	41.47
02	03	In-House Printing	Copies:Color 8.5 x 11				18.00	0.1300	2.34
Total ExpensesTask 03									257.49
02	05	Subconsultants - General	Nakano	84562	5688	01/31/2012	3,399.81	1.0000	3,399.81
02	05	Subconsultants - General	Nakano	85651	5718	02/29/2012	4,986.22	1.0000	4,986.22
02	05	In-House Printing	Copies:B & W 8.5 x 11				5.00	0.1300	0.65
Total ExpensesTask 05									8,386.68
02	06	Subconsultants - General	HWA GeoScience, Inc.	85649	22950	02/28/2012	663.10	1.0000	663.10
02	06	Subconsultants - General	HWA GeoScience, Inc.	85789	22593	10/25/2011	2,318.61	1.0000	2,318.61
Total ExpensesTask 06									2,981.71
02	07	Printing	ARC - Washington	84339	03460531	01/31/2012	585.24	1.0000	585.24
02	07	Subconsultants - General	Latona Consulting Services	84561	12001	02/02/2012	8,480.00	1.0000	8,480.00
02	07	Courier and Postage	US Postal Service - Bremerton	84939	022012	02/23/2012	5.81	1.0000	5.81
02	07	Mileage	Maynard, Gary R.	947215	947215	01/23/2012	46.00	0.5550	25.53
02	07	In-House Printing	Copies:B & W 8.5 x 11				145.00	0.1300	18.85
02	07	In-House Printing	Copies:Color 8.5 x 11				16.00	0.1300	2.08
02	07	In-House Printing	Plots:Plotter Bond				202.80	0.4000	81.12
Total ExpensesTask 07									9,198.63
02	09	Subconsultants - General	Applied Professional Services, Inc.	85297	68451	02/09/2012	640.00	1.0000	640.00
02	09	Equipment	In-House Expenses	947477	947477	02/01/2012	1.00	99.0000	99.00
02	09	Vehicle Rate	In-House Expenses	947478	947478	02/01/2012	1.00	51.0000	51.00
02	09	Mileage	In-House Expenses	947479	947479	02/01/2012	55.00	0.5550	30.53
02	09	Equipment	In-House Expenses	947480	947480	02/02/2012	1.00	99.0000	99.00
02	09	Vehicle Rate	In-House Expenses	947481	947481	02/02/2012	1.00	51.0000	51.00
02	09	Mileage	In-House Expenses	947482	947482	02/02/2012	58.00	0.5550	32.19
02	09	Equipment	In-House Expenses	947483	947483	02/06/2012	1.00	99.0000	99.00
02	09	Vehicle Rate	In-House Expenses	947484	947484	02/06/2012	1.00	51.0000	51.00
02	09	Mileage	In-House Expenses	947485	947485	02/06/2012	64.00	0.5550	35.52

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Other Expenses Detail

<i>Phase</i>	<i>Task</i>	<i>Acct Name</i>	<i>Vendor Name</i>	<i>Doc #</i>	<i>Ref #</i>	<i>Ref. Date</i>	<i>Cost/Qty</i>	<i>Mult./ Unit Cost</i>	<i>Billed</i>
02	09	Equipment	In-House Expenses	947486	947486	02/07/2012	1.00	99.0000	99.00
02	09	Vehicle Rate	In-House Expenses	947492	947492	02/07/2012	1.00	51.0000	51.00
02	09	Mileage	In-House Expenses	947493	947493	02/07/2012	61.00	0.5550	33.86
02	09	In-House Printing	Copies:B & W 8.5 x 11				20.00	0.1300	2.60
02	09	In-House Printing	Plots:Plotter Bond				27.60	0.4000	11.04
Total Expenses Task 09									1,385.74
Total Expenses Phase 02									27,500.13
Total Expenses Project 267-2750-024/22									27,500.13

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

ARC - Washington

2672750024

22

Doc #: 83978

Page #: 1



American Reprographics Company

Remit to: Accounts Receivable 5869 S. 194th Street, Suite 102 • Kent, WA 98032
Kent 253.437.9000 • Seattle 206.624.2040 • Tacoma 253.383.6363
Bellevue 425.883.1110 • Anchorage 907.720.5800

ARC
INVOICE

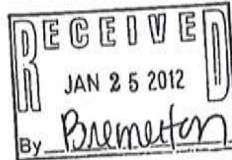
Invoice #: 03-459035

Order: 691972

Date: 01/23/12

BILL TO:

06200
PARAMETRIX/BREMERTON
4660 KITSAP WAY
SUITE 202
BREMERTON WA 98312



SHIP TO:

PARAMETRIX, INC./BREMERTON
WILL CALL TACOMA
TACOMA WA 98402

Phone: (360)377-0014

Project Number
DONKEY CREEK

Rel/Req Number
106850
Ship Via
Our truck

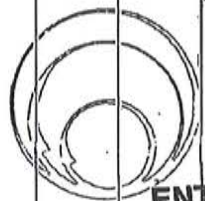
Ordered By
JULIA P

Invoiced By
MARCI SANTOS

ITEM NUMBER	DESCRIPTION	NO. ORIG	NO. COPIES	SIZE	TOTAL SQ. FT.	AMOUNT
6134.00	LF B&W SCAN FOR TRANSFER	88	1	22x34	528	109.82
1600.01	BOND 1ST SET	88	1	22x34	528	47.52
1601.01	BOND SET ADDITIONAL	88	1	22x34	528	47.52
1625.01	EDGEBIND-up to 100 sheets/set				2	2.10
6125.01	FILE NAMING FOR TRANSFER	88	1		88	48.40
6141.03	PDF FILE CREATION LG FRMT	88	1		88	3.20
6137.01	CD - 1ST				1	2.00
6137.08	CD/DVD WRITNG SESS B&W (<100MB)				69	13.80



JOB #	267-2750-024	PHASE	02	TASK	020
ACCOUNT CODE	53080	ORGANIZATION	2600		
APPROVED FOR PAYMENT:	3214		SUB:		
AUTHORIZATION:	[Signature]		DATE: 1-25-12		



ENTERED
JAN 31 2012

The plans are the project.



Doc#: 83978
ARC - Washington
321.74

294.36	9.3000	27.38	INVOICE TOTAL	\$321.74
--------	--------	-------	---------------	----------

NOTIFICATION OF DISCREPANCIES MUST BE MADE WITHIN 15 DAYS OF MERCHANDISE RECEIPT. WRITTEN AUTHORIZATION MUST BE OBTAINED FOR MERCHANDISE RETURNED OR EXCHANGED. A 15% RESTOCKING CHARGE IS MADE ON ALL RETURNS AND EXCHANGES EXCEPT THOSE DUE TO OUR ERROR. Invoice Terms Net 30 - 1.5% Late Charge per Month on Past Due Balances. PLEASE PAY FROM THIS INVOICE

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

ARC - Washington

2672750024

22

Doc #: 83978

Page #: 2

REPROGRAPHICS NORTHWEST LLC

616 8th Avenue South Seattle, WA 98104
Tel: 206-824-3040 Fax: 206-382-4397
Dispatch: 206-682-4040

1850 130th Avenue NE Bellevue, WA 98005
Tel: 425-883-1110 Fax: 425-883-8590
Dispatch: 425-882-2426

632 Broadway Tacoma, WA 98402
Tel: 253-241-6363 Fax: 253-272-4064
Dispatch: 253-274-1817

WORK ORDER FORM

NO. 106850

Date: 1/21/2012

Date Due: 1/21/2012

Time Due: 1:00 P

P.O. No.

Job No.

Project Title: Donkey Creek

Reimbursable Non-Reimbursable

PARAMETRIX / Broom
Ordered By: Julia Peterson
Phone No.

Prints To: w/c
Attn:

Originals To: w/c
Attn:
 Retain in Digital Vault Upload to Planwell
 Revise Digital Vault

CODE	ORIG	SETS	QTY	DESCRIPTION
	B	25	22x34	6/W FULL SIZE EDGESOUND
				SCAN TO CD

The plans are the property of the client.

BINDING: STAPLE EDGE BIND CHICAGO SCREW LOOSE

Special Instructions

Night Phone:

Deliver Will Call Ship Via

DIGITAL

White Bond
 Color Bond
 Yellow
 Metal
 Clean Film
 Recycled Stock

PLOTTING

AUTOCAD: PLT DWG DWF

MICROSTATION
 Plot

COPY CENTER

8.5x11 One Sided
 8.5x11 Two Sided
 11x17 One Sided
 11x17 Two Sided

COVERSTOCK
 RECYCLED STOCK
 OTHER

BINDERY

3-HOLE PUNCH
 CHICAGO SCREW
 WIRE-O
 PLASTIC KOL

COLOR

SFC SMALL FORMAT COLOR
 LASER PAPER
 LASER COVER STOCK
 RECYCLED STOCK

LFC LARGE FORMAT COLOR
 HI-RES 35# PAPER
 LO-RES 35# PAPER
 HI-RES PRESENTATION BOND
 LO-RES PRESENTATION BOND
 SIGNS/BANNERS

MOUNTING

WHITE FOAM CORE
 BLACK FOAM CORE
 WHITE GATORBOARD
 BLACK GATORBOARD
 BOARD

SCANNING

SMALL FORMAT SCANNING
 COLOR
 BLACK & WHITE

LARGE FORMAT SCANNING
 COLOR
 BLACK & WHITE
 BURN TO CD
 UPLOAD TO FTP
 ARCHIVE SCANNING

LAMINATING

LAMINATING
3 MIL / 5 MIL / 10 MIL
 UV PROTECTIVE

INVOICE TERMS: NET 30 DAYS 1% FINANCE CHARGE PER MONTH ON PAST DUE BALANCES

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Washington Trust Bank-Cartwright

2672750024

22

Doc #:84017

Page #: 12

267-2750-024
02/01

Christine Broome

Subject: Donkey creek roads and utilities
Location: 4660 Kitsap Way, Bremerton-Wa 98312
Start: Fri 1/6/2012 12:30 PM
End: Fri 1/6/2012 2:00 PM
Recurrence: (none)
Meeting Status: Accepted
Organizer: Shannon Thompson
Required Attendees: Appleton, Emily; Olsen, Jeffrey; Misiurak, Steve; David Dinkuhn; Greg Hannan; Robert Kugen; Dean Zavack; April Whittaker

Please accept this meeting time to discuss Road design for the Donkey Creek Project. Topics are:

- utility locations on Austin
- Road Intersections and crossings
- Frontage alignments
- Storm water issues and changes
- Lighting ???

Please feel free to add to the topics. Just let April and myself know

See you tomorrow

Shannon

12

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #: 84402

Page #: 1

PARAMETRIX

Form DS-FN-208/Rev. 12/30/11

Expense Report - Project

(One project per form)

Receipts must be attached.

NAME: Shannon Thompson	EMPLOYEE #: 002398	WEEK ENDED: Friday, January 13, 2012
PROJECT NAME: City of Gig Harbor-Donkey Creek Improvements	PROJECT: 267-275-0024	PHASE: 02
PURPOSE: Meetings	NORMAL SHIFTS (FROM-TO): 8-5	TASK: 01
	RESPONSIBLE CRO: <i>2600</i>	ULTIMATE CCENT: Other (FAR)

MILEAGE/TRAVEL LOG

Please indicate AM or PM in times. See cell comment for acceptable data-entry methods and shortcuts.

DATE	TIME		LOCATION		PURPOSE/COMMENTS	PHASE	TASK	ODOMETER		TOTAL MILES	AMOUNT (w. 555)	
	DEPART	RETURN	FROM	TO				START	END			
1/3/12	9am	12pm	Bremerton	Puyallup	PSE Meeting	02	01	114,514	114,572	58	\$ 32.19	
1/4/12	1pm	3pm	Silverdale	Gig Harbor	Meeting	2	1	114,593	114,651	58	\$ 32.19	
1/6/12	8am	11am	Silverdale	Port Orchard	Meeting with WDFW	02	01	114,705	114,719	14	\$ 7.77	
1/8/12	2pm	4pm	Silverdale	Gig Harbor	Bi-Weekly City Meeting	02	01	114,799	114,855	56	\$ 31.08	
1/11/12	1pm	4pm	Silverdale	Gig Harbor	Meeting with Museum	02	01	114,978	115,035	57	\$ 31.84	
1/12/12	2pm	5pm	Bremerton	Gig Harbor	Staff Meetline	02	01	115,050	115,109	59	\$ 32.75	
								81200	<i>2600</i>	TOTALS:	302	\$ 167.62

Please use the mileage/travel log to record travel days/times even. If there is no mileage associated with the travel.

EXPENSES

Please note in comments if any meals were purchased in locations other than indicated in your mileage/travel log above.

	ACCT CODE	DATES				TOTALS	DIRECT BILLED	COMMENTS
		1/3/12	1/4/12	1/12/12				
BREAKFAST	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
LUNCH	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
		8110022				\$ -		
DINNER	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
		8110022				\$ -		
PER DIEM	Allowed	53060				\$ -		
	Project Non-Allowed	5309522				\$ -		
LODGING	Allowed	53040				\$ -		
	Taxes	53040				\$ -		
	Project Non-Allowed	5304022				\$ -		
AIRLINE FARES		53015				\$ -		
COURIER SERVICES / POSTAGE		53020				\$ -		
DOCUMENTS, MAPS, SURVEYS		53030				\$ -		
EQUIPMENT RENTAL		53035				\$ -		
PARKING		53075				\$ -		
PHOTOS, FILM / DEV / VIDEOS		53070				\$ -		
PRINTING / COPIES		53080				\$ -		
RENTAL CAR		53085				\$ -		
RENTAL CAR GAS		53085				\$ -		
SUBSISTENCE FOR MEETINGS		53095				\$ -		
SUPPLIES		53090				\$ -		
TELEPHONE / FAXES		53100				\$ -		
TRANS. FARES (Train / Taxi / Ferry)		53110				\$ -		
OTHER:		53055	4.00	\$ 2.75	\$ 2.75	\$ 9.50		Tota
OTHER:		53055				\$ -		
TOTAL:			4.00	\$ 2.75	\$ 2.75	\$ -	\$ -	\$ 9.50

FEB 10 2012
CORP AP

ENTERED

FEB 13 2012

MILEAGE (FROM ABOVE):	\$ 167.62
LESS TRAVEL ADVANCE:	
LESS DIRECT BILLED:	\$ -
DUE FOR REIMBURSEMENT TO EMPLOYEE:	\$ 177.12

APPROVALS

DATE: January 17, 2012	PROJ MGR/DIVISION MGR (PLEASE TYPE OR PRINT): Jim Dugan	PRINCIPAL/GAM NAME (PLEASE TYPE OR PRINT): Michelle Cartwright
EMPLOYEE SIGNATURE: <i>Shannon Thompson</i>	SIGNATURE: <i>Jim Dugan</i>	SIGNATURE: <i>Michelle Cartwright</i>

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #: 84402

Page #: 3

Melody Wray

From: Shannon Thompson
Sent: Monday, January 16, 2012 1:14 PM
To: Shannon Thompson
Cc: Melody Wray
Subject: VehiCal Expense Entries

Expense entries for: Scion, 2006 XB

	Date	Odometer Reading	Type	Cost	Notes
1	Jan 12, 2012	115,075 mi	Tolls	\$ 2.75	Gig harbor donkey creek
2	Jan 10, 2012	114,903 mi	Tolls	\$ 2.75	Tacoma bridge toll
3	Jan 4, 2012	114,620.7 mi	Tolls	\$ 2.75	Tacoma narrows bridge toll need to go to the toro office to meet with Jim on donkey creek. Then went to Bremerton to finish out day and discuss changes to the donkey creek design. With staff
4	Jan 3, 2012	0 mi	Tolls	\$ 4.00	Cash payment for toll
Total:					
\$ 12.25					

Sent from my iPhone □□□□

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

ARC - Washington

2672750024

22

Doc #: 84339

Page #: 1



American Reprographics Company

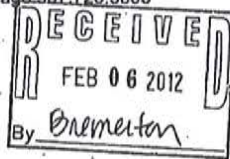
Remit to: Accounts Receivable 5869 S. 194th Street, Suite 102 • Kent, WA 98032
Kent 253.437.9000 • Seattle 206.624.2040 • Tacoma 253.383.6363
Bellevue 425.883.1110 • Anchorage 907.720.5800

ARC
INVOICE

Invoice #: 03-460531

Order: 693293

Date: 01/31/12



BILL TO:

06200
PARAMETRIX/BREMERTON
4660 KITSAP WAY
SUITE 202
BREMERTON WA 98312

SHIP TO:

PARAMETRIX, INC./BREMERTO
2102 N PEARL STREET
STE 106
TACOMA WA 98402
Phone: (360)377-0014

Project Number: DONKEY CREEK PROJECT
Rel/Req Number: 106918
Ship Via: Our truck

Ordered By: JULIA L PETERSON
Invoiced By: MARCI SANTOS

INVOICE

ITEM NUMBER	DESCRIPTION	NO. ORIGS	NO. COPIES	SIZE	TOTAL SQ. FT.	AMOUNT
6125.01	FILE NAMING FOR TRANSFER	92	1		92	50.60
6141.03	PDF FILE CREATION LG FRMT	92	1		92	13.80
6137.01	CD - 1ST				1	12.00
6137.09	CD/DVD WRING SESS B&W (>100MB)			100		13.00
6134.00	LF B&W SCAN FOR TRANSFER	92	1	22x34	552	114.82
1600.01	BOND 1ST SET	93	1	22x34	558	50.22
1601.01	BOND SET ADDITIONAL	92	2	22x34	1104	99.36
1606.01	HALF SIZE BOND 1ST SET	92	1	11x18	184	92.00
1607.01	HALF SIZE BOND - ADD'L	92	4	11x18	736	65.24
1625.01	EDGE BIND - up to 100 sheets/set				9	9.45
5200.01	TRANSPORTATION FEE				1	No Charge
5205.01	FUEL SURCHARGE				1	3.45
5200.03	TRANSPORTATION FEE-GTG				1	5.50

FEB 08 2011
CORP AP.

JOB #	267-2750-024	PHASE	02	TASK	107
ACCOUNT CODE	53080	ORGANIZATION	2600		
APPROVED FOR PAYMENT:					
AUTHORIZATION:					
DATE:					
\$585.24					

PlanWell®

The plans are the project.

ENTERED
FEB 09 2012



Doc#: 84339
ARC - Washington
585.24

AMOUNT: 30 SHIPPING

INVOICE TOTAL

\$585.24

NOTIFICATION OF DISCREPANCIES MUST BE MADE WITHIN 15 DAYS OF MERCHANDISE RECEIPT. WRITTEN AUTHORIZATION MUST BE OBTAINED FOR MERCHANDISE RETURNED OR EXCHANGED. A 15% RESTOCKING CHARGE IS MADE ON ALL RETURNS AND EXCHANGES EXCEPT THOSE DUE TO OUR ERROR. Invoice Terms Net 30 - 1.5% Late Charge per Month on Past Due Balances. PLEASE PAY FROM THIS INVOICE

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22


ARC - Washington

2672750024

22

Doc #: 84339

Page #: 2



**REPROGRAPHICS
NORTHWEST LLC**

616 8th Avenue South
Seattle, WA 98104
Tel: 206-624-2040
Fax: 206-382-4397
Dispatch: 206-608-1040

1950 130th Avenue NE
Bellevue, WA 98005
Tel: 425-883-1110
Fax: 425-883-8590
Dispatch: 425-882-2426

632 Broadway
Tacoma, WA 98402
Tel: 253-383-6363
Fax: 253-274-4064
Dispatch: 253-274-1817

WORK ORDER FORM

P.O. No. _____

JOB No. _____

Project Title: Donkey Creek project

Reimbursable Non-Reimbursable

NO. 106918

Date: 1-30-2017

Date Due: 1-30-2017

Time Due: 4 pm

Prints To: Del - Tacoma Paumetrix

Originals To: Del

Attn: _____

Ordered By: Jana L. Peterson

Phone No: 206 991 5155

Retain in Digital Vault Upload to Planwell

Revise Digital Vault

CODE	ORIG	SETS	DESCRIPTION
		4	10090 B/w Bond loose
		5	72 B/w Bond loose
		1	Scan B/w Burn to CD

BINDING: STAPLE EDGE BIND. CHICAGO SCREW LOOSE

Special Instructions

Night Phone: _____

Deliver Will Call Ship Via _____

DIGITAL

White Bond

Color Bond

Vellum

Mylar

Clear Film

Recycled Stock

PLOTTING

AUTOCAD PLOT

DWG DWF

MICROSTATION PLOT

COPY CENTER

8.5x11 One Sided

8.5x11 Two Sided

11x17 One Sided

11x17 Two Sided

COVERSTOCK

RECYCLED STOCK

OTHER

BINDERY

3-HOLE PUNCH

GBC

CHICAGO SCREW

WIRE-O

PLASTIC KOL

COLOR

SFC SMALL FORMAT COLOR

LASER PAPER

LASER COVER STOCK

RECYCLED STOCK

LFC LARGE FORMAT COLOR

HI-RES 35# PAPER

LO-RES 35# PAPER

HI-RES PRESENTATION BOND

LO-RES PRESENTATION BOND

SIGNS/BANNERS

MOUNTING

WHITE FOAM CORE

BLACK FOAM CORE

WHITE GATORBOARD

BLACK GATORBOARD

BOARD

SCANNING

SFS SMALL FORMAT SCANNING

COLOR

BLACK & WHITE

LARGE FORMAT SCANNING

LFS LARGE FORMAT SCANNING

COLOR

BLACK & WHITE

BURN TO CD

UPLOAD TO FTP

ARCHIVE SCANNING

LAMINATING

LAMINATING

3 MIL / 5 MIL / 10 MIL

UV PROTECTIVE

INVOICE TERMS: NET 30 DAYS 1% FINANCE CHARGE PER MONTH ON PAST DUE BALANCES

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Latona Consulting Services

2672750024

22

Doc #: 84561

Page #: 1

LATONA CONSULTING SERVICES

Subconsultant Invoice
Agreement
On File

LCSE
RECEIVED
FEB 06 2012
BY Parametrix/anna

Bill to:
Parametrix, Inc.
2102 N Pearl Street, Suite 106
Tacoma, WA 98406

Date 2/2/2012 ✓

Invoice# 12001 ✓

Attn: Brian Bunker

Reference # 267-2750-024

Description	Units	Rate	Amount
Preparation of draft and final biological assessment for Donkey Creek Project	1	\$8,480.00	\$8,480.00
		FEB 13 2012 CORP AP	ENTERED FEB 15 2012
Total			\$8,480.00 ✓



Doc#: 84561
Latona Consulting
Services
8,480.00

JOB #	PHASE	TASK
2672750024	02	0.7
ACCOUNT CODE	(ORG)ANIZATION	
52100	2600	
APPROVED FOR PAYMENT:	SUB:	
\$8,480.-	✓	
AUTHORIZATION:	DATE:	
[Signature]	2/1/12	

Please make payment to:

Latona Consulting Services
5312 Latona Avenue NE
Seattle, WA 98105
206-522-8669

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Nakano

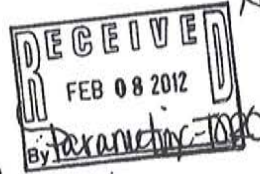
2672750024

22

Doc #: 84562

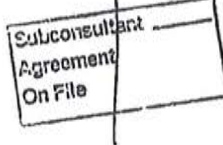
Page #: 1

NAKANO ASSOCIATES LLC



NAAL

Parametrix
2102 N. Pearl Street, Suite 106
Tacoma, WA 98406



January 31, 2012
Invoice No: 5688
Project No: 11022

Attn: Shannon Thompson

PROJECT: Donkey Creek

PERIOD: January 1, 2012 - January 31, 2012

For professional landscape design services rendered for the referenced project.

Services provided: Meetings and landscape construction documents.

Fee Charges

Description	Title	Rate	Hours	Amount
Phase 02 - Task 05 Landscaping				
Ida Ottesen	Designer	76.56	35.00	\$2,679.60
Paula Gilmour	Designer	54.62	11.50	\$628.13
Phase Total			46.50	\$3,307.73
Total Fee Charges			46.50	\$3,307.73

Reimbursable Expenses

Mileage	FEB 13 2012 CORP AP	92.08
Total Reimbursable Expenses		\$92.08

Total Current Billing



JOB #	PHASE	TASK
2672750024	02	05
ACCOUNT CODE	ORGANIZATION	
52100	2600	
APPROVED FOR PAYMENT:	SUB:	
<i>Shannon Thompson</i>	✓	
AUTHORIZATION:	DATE:	
\$3,399.81	2/8/12	

\$3,399.81 ✓

ENTERED
FEB 15 2012

NAKANO BUDGET:

Budget	\$36,313.00
Current Amount	3,399.81
Prior Period	22,122.16
Budget Remaining	\$10,791.03

Landscape Architects

3609 S Mt Baker Blvd
Seattle WA 98144

tel 206 292 9392
fax 206 292 9640

info@nakanoassociates.com

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #: 84653

Page #: 1

PARAMETRIX

Expense Report - Project

Form 05-FN-208/Rev. 12/30/11

(One project per form)

Receipts must be attached.

NAME: Shannon Thompson	EMPLOYEE #: 002398	WEEK ENDED: Friday, February 3, 2012
PROJECT NAME: City of Gig Harbor-Donkey Creek	PROJECT #: 267-2750-024	PHASE: 02
PURPOSE: Meetings	NORMAL EMP. (FROM-TO): 8-5	RESPONSIBLE ORG.: 2600 - Tacoma
		TASK: 01
		ULTIMATE CLIENT: Other (FAR)

MILEAGE/TRAVEL LOG

Please indicate AM or PM in times. See cell comment for acceptable data-entry methods and shortcuts.

DATE	TIME		LOCATION		PURPOSE/COMMENTS	PHASE	TASK	ODOMETER		TOTAL MILES	AMOUNT (N. \$)	
	DEPART	RETURN	FROM	TO				START	END			
1/17/12	9am	12pm	Gig Harbor	Bremerton	Discussions on frontage improvements	02	01	115,281	115,333	52	\$ 28.86	
1/23/12	9am	3pm	Bremerton	Gig Harbor	Permit Submittal	02	01	115,392	115,483	91	\$ 50.51	
1/24/12	8am	2pm	Silverdale	Gig Harbor	Meeting for driveways and lighting	02	01	115,508	115,553	45	\$ 24.88	
1/25/12	8:30am	6pm	Silverdale	Gig Harbor	Meeting	02	01	115,620	115,676	56	\$ 31.08	
1/27/12	9am	2pm	Silverdale	Gig Harbor	Meeting	02	01	115,700	115,752	52	\$ 28.86	
1/31/12	9am	2pm	Silverdale	Gig Harbor	Meeting	02	01	115,820	115,863	43	\$ 23.87	
Please use the mileage/travel log to record travel days/times even if there is no mileage associated with the travel.								81200	2100	TOTALS:	398	\$ 219.80

EXPENSES

Please note in comments if any meals were purchased in locations other than indicated in your mileage/travel log above.

ACCT CODE	DATES	1/17/12			1/26/12			2/1/12			TOTALS	DIRECT BILLED	COMMENTS
BREAKFAST	Allowed	530									\$ -		
	Project Non-Allowed	5309522									\$ -		
LUNCH	Allowed	530									\$ -		
	Project Non-Allowed	5309522									\$ -		
		8110022									\$ -		
DINNER	Allowed	530									\$ -		
	Project Non-Allowed	5309522									\$ -		
		8110022									\$ -		
PER DIEM	Allowed	53060									\$ -		
	Project Non-Allowed	5309522									\$ -		
LODGING	Allowed	53040									\$ -		
	Taxes	53040									\$ -		
	Project Non-Allowed	5304022									\$ -		
AIRLINE FARES		53015									\$ -		
COURIER SERVICES / POSTAGE		53020									\$ -		
DOCUMENTS, MAPS, SURVEYS		53030									\$ -		
EQUIPMENT RENTAL		53035									\$ -		
PARKING		53075									\$ -		
PHOTOS, FILM / DEV / VIDEOS		53070									\$ -		
PRINTING / COPIES		53080									\$ -		
RENTAL CAR		53085									\$ -		
RENTAL CAR GAS		53085									\$ -		
SUBSISTENCE FOR MEETINGS		53095									\$ -		
SUPPLIES		53090									\$ -		
TELEPHONE / FAXES		53100									\$ -		
TRANS. FARES (Train / Taxi / Ferry)		53110									\$ -		
OTHER:		53055	\$ 2.75	\$ 2.75	\$ 2.75						\$ 8.25		Tota
OTHER:		53055									\$ -		
			2.75	\$ 2.75	\$ 2.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.25	\$ -	



Doc#: 84653
Thompson, Shannon D.
228.05

MILEAGE (FROM ABOVE): \$ 219.00
LESS TRAVEL ADVANCE:
LESS DIRECT BILLED: \$ -
TOTAL DUE FOR REIMBURSEMENT TO EMPLOYEE: \$ 228.05

ENTERED
FEB 20 2012

DATE: February 7, 2012	PROJ. MODIFICATION NO. (PLEASE TYPE OR PRINT): Jim Dugan	PRINCIPAL/JOAN NAME (PLEASE TYPE OR PRINT): Michelle Cartwright
EMPLOYEE SIGNATURE: <i>[Signature]</i>	SIGNATURE: <i>[Signature]</i>	SIGNATURE: <i>[Signature]</i>
	DATE: 2/8/12	DATE: 2/8/12

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #: 84653

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User ID:

Run Time: 02/10/2012 17:08:46

Account History Report



Selection Criteria:

Account Number: 00000 - THOMPSON, SHANNON

Balance as of 02/10/2012: 00000

Posted Start Date:

Posted End Date:

Transaction Start Date: 01/01/2012 00:00:00

Transaction End Date: 02/10/2012 23:59:59

Transaction Type: All

Pass ID:

Location:

Posted Date/Time	Transaction Date/Time	Pass ID	Plaza/Lane	Dir.	Location	License Plate	Description	Amount	Balance*
01/17/2012 11:48:26	01/17/2012 11:39:44	78-0001406132	SR16-TN8-08	E			TOLL	-2.75	
01/26/2012 10:26:26	01/26/2012 09:54:02	78-0001406132	SR16-TN8-08	E			TOLL	-2.75	
02/01/2012 11:07:43	02/01/2012 10:42:44	78-0001406132	SR16-TN8-07	E			TOLL	-2.75	
02/10/2012 10:00:00	02/10/2012 10:00:00						ALSO-REPORT	0000	

* Balance will not be displayed if any parameter other than posted date is selected or if posted date is earlier than 05/01/2007 00:00:00.

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #: 84654

Page #: 1

PARAMETRIX

Form 09-FN-208/Rev. 12/30/11

Expense Report – Project

(One project per form)

Receipts must be attached.

NAME: Shannon Thompson	EMPLOYEE #: 002398	WEEK END: Friday, February 10, 2012
PROJECT NAME: Donkey Creek	PROJECT #: 267-2750-024	PHASE: 02
PURPOSE: meetings	NORMAL BUDGET FROM-TO: 8-5	TASK: 01
	RESPONSIBLE: #VALUE!	ULTIMATE CLIENT: Other (FAR)

MILEAGE/TRAVEL LOG Please indicate AM or PM in times. See cell comment for acceptable data-entry methods and shortcuts.

DATE	TIME		LOCATION		PURPOSE/COMMENTS	PHASE	TASK	ODOMETER		TOTAL MILES	AMOUNT (x.555)		
	DEPART	RETURN	FROM	TO				START	END				
2/6/12	10:30 AM	12pm	Tacoma	Gig Harbor	meeting at City of Gig Harbor	02	01	116,048	116,120	72	\$ 39.96		
2/9/12	9:20 AM	4pm	Bremerton	Tacoma	weekly team meeting	02	01	116,238	116,296	58	\$ 32.19		
											\$ -		
											\$ -		
											\$ -		
											\$ -		
Please use the mileage/travel log to record travel days/times even if there is no mileage associated with the travel.										81200	2100 TOTALS:	130	\$ 72.15

EXPENSES Please note in comments if any meals were purchased in locations other than indicated in your mileage/travel log above.

CATEGORY	ACCT CODE	DATES		TOTALS	DIRECT BILLED	COMMENTS
		2/8/12	2/9/12			
BREAKFAST	Allowed 530			\$ -		
	Project Non-Allowed 5309522			\$ -		
LUNCH	Allowed 530			\$ -		
	Project Non-Allowed 5309522			\$ -		
	8110022			\$ -		
DINNER	Allowed 530			\$ -		
	Project Non-Allowed 5309522			\$ -		
	8110022			\$ -		
PER DIEM	Allowed 53060			\$ -		
	Project Non-Allowed 5309522			\$ -		
LODGING	Allowed 53040			\$ -		
	Taxes 53040			\$ -		
	Project Non-Allowed 5304022			\$ -		
AIRLINE FARES	53015			\$ -		
COURIER SERVICES / POSTAGE	53020			\$ -		
DOCUMENTS, MAPS, SURVEYS	53030			\$ -		
EQUIPMENT RENTAL	53035			\$ -		
PARKING	53075			\$ -		
PHOTOS, FILM / DEV / VIDEOS	53070			\$ -		
PRINTING / COPIES	53080			\$ -		
RENTAL CAR	53085			\$ -		
RENTAL CAR GAS	53085			\$ -		
SUBSISTENCE FOR MEETINGS	53095			\$ -		
SUPPLIES	53090			\$ -		
TELEPHONE / FAXES	53100			\$ -		
TRANS. FARES (Train / Taxi / Ferry)	53110	\$ 5.50	\$ 2.75	\$ 8.25		bridge tolls
OTHER:	53055			\$ -		
OTHER:	53055			\$ -		
		5.50	2.75	\$ -	\$ -	\$ -
				\$ 8.25	\$ -	



Doc#: 84654
Thompson, Shannon D.
80.40

5.50 \$ 2.75 \$ - \$ - \$ - \$ 8.25 \$ -

MILEAGE (FROM ABOVE): \$ 72.15

LESS TRAVEL ADVANCE: \$ -

LESS DIRECT BILLED: \$ -

TOTAL CORP. REIMBURSEMENT TO EMPLOYEE: \$ 80.40

ENTERED FEB 20 2012

DATE: February 13, 2012	PROJ MGR/DIVISION MGR (PLEASE TYPE OR PRINT): Jim Dugan	PRINCIPAL/DM NAME (PLEASE TYPE OR PRINT): Michelle Cartwright
EMPLOYEE SIGNATURE: Shannon Thompson	SIGNATURE: [Signature]	SIGNATURE: [Signature]
	DATE: 2/13/12	DATE: 2/16/12

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Global Crossing Conferencing

2672750024

22

Doc #: 84742

Page #: 1



#BWNBCNS
#9785203520000027# 6210 0010 NO RP 08 0000150 02062012 NNNNNY
PARAMETRIX
LORA CRACKENBERGER
4660 KITSAP WAY
SUITE A
BREMERTON WA 98312-2357
[Barcode]

600013
Invoice Page 1 of 6
Account Number 0204796479
Invoice Number 9033642582 ✓
Payment due on or before March 9, 2012
Invoice Date February 8, 2012 ✓

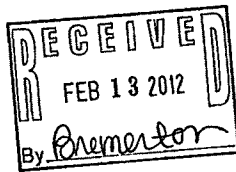
How to reach Customer Service: Call 1-877-454-4455



It's YOUR account...you should see it online!
Check out www.ucommand.com for secure,
real time self service. Manage your account
online, make changes, order services or set
up automatic payments.

Bill-At-A-Glance

Total Current Charges 30.05
Total Amount Due USD 30.05 ✓



News You Can Use



Level 3 is coming together with Global Crossing to provide stronger connections around the globe. Your customer experience remains our priority. For support, please continue to rely on the same people and processes you leverage today. To learn more, visit www.level3globalcrossingacquisition.com

FEB 20 2012
CORP AP

ENTERED
FEB 21 2012



WIRE TRANSFER:
Global Crossing Communications
US Bank Operations Center
1005 Convention Plaza
Saint Louis, MO 63101
US BANK
Account Number: 8058521
Routing Number: 042000013
Swift Code: USBKUS44IMT

Remittance - Thank you for your business!

Name PARAMETRIX
Account Number 0204796479
Invoice Number 9033642582
Payment due on or before March 09, 2012

Total Amount Due USD 30.05

Amount Enclosed

Detach and enclose this portion with your payment.

Make check payable to GLOBAL CROSSING CONFERENCING

Write the account number on the check.

Show the mailing address in the envelope window.



Doc#: 84742
Global Crossing
Conferencing
30.05

90336425823 1202081152 1000000602 02047964792 000030056

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Global Crossing Conferencing

2672750024

22

Doc #: 84742

Page #: 3



0210 0010 NO RP 08 0000180 02002012 RNNNNY

Page 3 of 6

Account Number 0204796479
Invoice Date February 8, 2012

Customer Account Summary

ACCOUNT ACTIVITY THROUGH 02/08/12	STATE/LOCAL TAX	2.80
	TOTAL TAXES	2.80
ACCOUNT CHARGES	TOTAL CURRENT CHARGES	30.05
CONFERENCING CHARGES - SEE SUMMARY 27.25	TOTAL AMOUNT DUE USD	30.05
TAXES		

Conference Summary by Chairperson

ADMINISTRATIVE ADMINISTRATIVE	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
READY ACCESS	Ready-Access Bridging	76:00 Min	3.42		3.42
	Ready-Access Dial In	76:00 Min	1.14		1.14
	Sub-Total		4.56		4.56
	Total Taxes				0.42
	Total Surcharges				0.00
	Total ADMINISTRATIVE ADMINISTRATIVE				4.98

BRANDON BALL	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
READY ACCESS	Ready-Access Bridging	72:00 Min	3.25		3.25
	Ready-Access Dial In	72:00 Min	1.09		1.09
	Sub-Total		4.34		4.34
	Total Taxes				0.67
	Total Surcharges				0.00
	Total BRANDON BALL				5.01

THOMPSON TORO2	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
READY ACCESS	Ready-Access Bridging	305:00 Min	13.75		13.75
	Ready-Access Dial In	305:00 Min	4.60		4.60
	Sub-Total		18.35		18.35
	Total Taxes				1.71
	Total Surcharges				0.00
	Total THOMPSON TORO2				20.06

CONFERENCE CHARGES	27.25	27.25
TOTAL TAXES		2.80
TOTAL SURCHARGES		0.00
TOTAL CONFERENCE CHARGES		30.05

Customer Information

How do I get access to uCommand? Call our Customer Service team for assistance in setting up a uCommand account. Their phone number is located on the 1st page of your invoice.

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Global Crossing Conferencing

2672750024

22

Doc #: 84742

Page #: 5



6210 0010 NO RP 08 0000180 02082012 NNNNNY

Page 5 of 6

Account Number
Invoice Date

0204796479
February 8, 2012

Conference Call Detail

BREMERTON,WA					
Conference #	Chairperson	Description	Units	Rate	Amount
212768698	ADMINISTRATIVE ADMINISTRATIVE	Ready-Access Bridging	76:00 Min	.04500	3.42
Date	Chairperson Phone	Ready-Access Dial In	76:00 Min	.01500	1.14
FEB 03, 2012	26386351280416	Taxes			.42
Time	Admin	Surcharges			.00
09:24 AM MTN		Conference Total			4.98
Lines	Reference				
3	READY ACCESS				

Conference #	Chairperson	Description	Units	Rate	Amount
212817441	BRANDON BALL	Ready-Access Bridging	72:00 Min	.04500	3.25
Date	Chairperson Phone	Ready-Access Dial In	72:00 Min	.01500	1.09
FEB 06, 2012	36085053040405	Taxes			.67
Time	215-1578-121 08/0801P	Surcharges			.00
09:59 AM MTN	Ovalla LF	Conference Total			5.01
Lines	Reference	Conferencing Charges			8.90
3	READY ACCESS	Total Taxes			1.09
		Total Surcharges			.00
		Total BREMERTON,WA			9.99



JOB #	PHASE	TASK
ACCOUNT CODE	ORGANIZATION	
76000	2300	
APPROVED FOR PAYMENT:	SUB:	
4.98		
AUTHORIZATION:	DATE:	
Deaught 2/16/12		

JOB #	PHASE	TASK
215-1578-121	08	0801P
ACCOUNT CODE	ORGANIZATION	
63100	2100	
APPROVED FOR PAYMENT:	SUB:	
5.01		
AUTHORIZATION:	DATE:	
Deaught 2/16/12		

JOB #	PHASE	TASK
267-2750-024	02	01
ACCOUNT CODE	ORGANIZATION	
53100	2600	
APPROVED FOR PAYMENT:	SUB:	
20.06		
AUTHORIZATION:	DATE:	
Deaught 2/16/12		

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Global Crossing Conferencing

2672750024

22

Doc #: 84749

Page #: 4



6210 0010 NO RP 01 0000160 02012012 NNANNY

Page 3 of 6

Account Number
Invoice Date

0204796479
February 1, 2012

Customer Account Summary

ACCOUNT ACTIVITY THROUGH 02/01/12

ACCOUNT CHARGES
COST RECOVERY FEE 1.09
USF RECOVERY CHARGE 5.07
TOTAL ACCOUNT CHARGES 6.16

CONFERENCING CHARGES - SEE SUMMARY 75.04

TAXES
STATE/LOCAL TAX 9.87
TOTAL TAXES 9.87
TOTAL CURRENT CHARGES 91.97
TOTAL AMOUNT DUE USD 91.97

Conference Summary by Chairperson

ADMINISTRATIVE ADMINISTRATIVE	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
READY ACCESS	Ready-Access Bridging	453:00 Min	20.40		20.40
	Ready-Access Dial In	453:00 Min	6.81		6.81
	Sub-Total		27.21		27.21
	Total Taxes				3.11
	Total Surcharges				6.16
	Total ADMINISTRATIVE ADMINISTRATIVE				36.48

DAMON MCALISTER	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
READY ACCESS	Ready-Access Bridging	41:00 Min	1.85		1.85
	Ready-Access Dial In	41:00 Min	0.62		0.62
	Sub-Total		2.47		2.47
	Total Taxes				0.38
	Total Surcharges				0.00
	Total DAMON MCALISTER				2.85

THOMPSON TORO2	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
READY ACCESS	Ready-Access Bridging	199:00 Min	8.97		8.97
	Ready-Access Dial In	199:00 Min	3.00		3.00
	Sub-Total		11.97		11.97
	Total Taxes				1.11
	Total Surcharges				0.00
	Total THOMPSON TORO2				13.08

BILL WEBB	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
READY ACCESS	Ready-Access Bridging	571:00 Min	25.71		25.71
	Ready-Access Dial In	571:00 Min	8.58		8.58
	Sub-Total		34.29		34.29
	Total Taxes				5.27
	Total Surcharges				0.00
	Total BILL WEBB				39.56

CONFERRING CHARGES 75.04 75.04
TOTAL TAXES 9.87
TOTAL SURCHARGES 6.16
TOTAL CONFERRING CHARGES 91.97



A

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Global Crossing Conferencing

2672750024

22

Doc #: 85136

Page #: 1



#BWNBCNS
#9795203520000027# 8210 0010 NO RP 15 0000208 02152012 NNNNNY
PARAMETRIX
LORA CRACKENBERGER
4660 KITSAP WAY
SUITE A
BREMERTON WA 98312-2357

Invoice

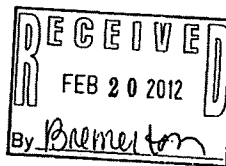
Page 1 of 6

Account Number 0204796479
Invoice Number 9033652075 ✓
Payment due on or before March 16, 2012 ✓
Invoice Date February 15, 2012 ✓

How to reach Customer Service: Call 1-877-454-4455



It's YOUR account...you should see it online!
Check out www.ucommand.com for secure, real time self service. Manage your account online, make changes, order services or set up automatic payments.



Bill-At-A-Glance

Total Current Charges	17.55	✓
Total Amount Due	USD 17.55	



FEB 27 2012
CORP AP

News-You-Can Use



Level 3 is coming together with Global Crossing to provide stronger connections around the globe. Your customer experience remains our priority. For support, please continue to rely on the same people and processes you leverage today. To learn more, visit www.level3globalcrossingacquisition.com

ENTERED
FEB 28 2012



WIRE TRANSFER:
Global Crossing Communications
US Bank Operations Center
1005 Convention Plaza
Saint Louis, MO 63101
US BANK
Account Number: 8058521
Routing Number: 04200013
Swift Code: USBKUS44IMT



Doc#: 85136
Global Crossing
Conferencing
17.55



Remittance - Thank you for your business!

Name	PARAMETRIX
Account Number	0204796479
Invoice Number	9033652075
Payment due on or before	March 16, 2012
Total Amount Due	USD 17.55

Amount Enclosed

Detach and enclose this portion with your payment.
Make check payable to GLOBAL CROSSING CONFERENCING
Write the account number on the check.
Show the mailing address in the envelope window.

.....00133 1202151153 1000000602 02047964792 000017558

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Global Crossing Conferencing

2672750024

22

Doc #: 85136

Page #: 3



6210 0010 NO RP 15 0000206 02152012 NNNNNY

Page 3 of 6

Account Number

0204796479

Invoice Date

February 15, 2012

Customer Account Summary

ACCOUNT ACTIVITY THROUGH 02/15/12	STATE/LOCAL TAX	1.52
	TOTAL TAXES	1.52
ACCOUNT CHARGES	TOTAL CURRENT CHARGES	17.55
CONFERENCING CHARGES - SEE SUMMARY 16.03	TOTAL AMOUNT DUE USD	17.55
TAXES		

Conference Summary by Chairperson

JAN ROSHOLT	READY ACCESS	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
		Ready-Access Bridging	8:00 Min	0.36		0.36
		Ready-Access Dial In	8:00 Min	0.12		0.12
		Sub-Total		0.48		0.48
		Total Taxes				0.07
		Total Surcharges				0.00
		Total JAN ROSHOLT				0.55
THOMPSON TORO2	READY ACCESS	DESCRIPTION	USAGE IN UNITS	CHARGE	DISCOUNT	NET AMOUNT
		Ready-Access Bridging	259:00 Min	11.66		11.66
		Ready-Access Dial In	259:00 Min	3.89		3.89
		Sub-Total		15.55		15.55
		Total Taxes				1.45
		Total Surcharges				0.00
		Total THOMPSON TORO2				17.00
		CONFERENCING CHARGES		16.03		16.03
		TOTAL TAXES				1.52
		TOTAL SURCHARGES				0.00
		TOTAL CONFERENCING CHARGES				17.55

Customer Information

How do I get access to uCommand? Call our Customer Service team for assistance in setting up a uCommand account. Their phone number is located on the 1st page of your invoice.

How do I view Conference Call Detail in uCommand? After you log into uCommand, select Invoice, then Invoice Services and then click the Invoice/Billing Reports link. Use the Document Type drop-down to choose Invoice, and the File Dates drop-down to choose the invoice date. Then choose PDF from the File Type drop-down and click the Search button. Any invoices matching the File Dates you selected will display. Click on the word invoice to open the invoice document. Call Detail will be included within your invoice PDF if your invoice page count is less than 30,000 pages.

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

United Parcel Service

2672750024

22

Doc #: 85245

Page #: 5



Delivery Service Invoice
 Invoice date **February 18, 2012**
 Invoice number **0000F645W2072**
 Shipper number **F645W2**

Page 4 of 4

Outbound

UPS WorldShip (continued)

Pickup Date	Pickup Record	Entry	Tracking Number	Service	ZIP Code	Zone	Weight	Published Charge	Incentive Credit	Billed Charge
02/17	9707675574	1	1ZF645W20376737639	Ground Commercial	98335	2	2	5.84	-0.35	5.49
				Fuel Surcharge				0.44	-0.03	0.41
				Total				6.28	-0.38	5.90

1st ref: 267-2750-024
 Sender : 02/01

Receiver: Emily Appleton
 City of Gig Harbor
 3510 Grandview Street
 GIG HARBOR WA 98335

Message Codes : ag

Total for Pickup Number: 9707675574

								1 Package(s)	6.28	-0.38	5.90
--	--	--	--	--	--	--	--	--------------	------	-------	------

Total UPS WorldShip								6 Package(s)	38.31	-0.76	37.55
----------------------------	--	--	--	--	--	--	--	---------------------	--------------	--------------	--------------

UPS Shipping Document

Pickup Date	Tracking Number	Service	ZIP Code	Zone	Weight	Published Charge	Incentive Credit	Billed Charge
02/15	K1120084489	Ground Commercial S.D.P.	98335	2	1	10.49		10.49
	267-2750 24	Fuel Surcharge				0.79		0.79
	02/01	Total				11.28		11.28

Sender : APRIL WHITTAKER
 PARAMETRIX
 WA 98424

Receiver: EMILY APPLETON
 CITY OF GIG HARBOR
 GIG HARBOR WA 98335

Message Codes : ag

Total UPS Shipping Document

								1 Package(s)	11.28		11.28
--	--	--	--	--	--	--	--	--------------	-------	--	-------

Total Outbound								7 Package(s)	49.59	-0.76	48.83
-----------------------	--	--	--	--	--	--	--	---------------------	--------------	--------------	--------------

Invoice Messaging

Code	Message
ag	Minimum Rates Applied

5

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Applied Professional Services, Inc.

2672750024

22

Doc #: 85297

Page #: 1

INVOICE



APPLIED PROFESSIONAL SERVICES INC.
Solutions That Exceed Expectations
43530 SE North Bend Way • North Bend, WA 98045
Phone: (425) 888-2590 Fax (425) 888-2554

INVOICE NO. **68451**

CUSTOMER NO. **PARAMETRIX**



BILL TO:

PARAMETRIX INC
ATTN: ACCOUNTS PAYABLE
1019 39TH AVE SE #100
PUYALLUP, WA 98374

Subconsultant Agreement On File SHIP TO:

SITE ADDRESS
PARAMETRIX PUYALLUP OFFICE
4121 PARADISE DRIVE
GIG HARBOR, WA

DATE		SHIP VIA	F.O.B.		TERMS	
02/09/12					Net 30	
PURCHASE ORDER NO.		DATE	SALESPERSON		OUR ORDER NUMBER	
267-2750-024		02/03/12	JOSH STETZ			
QUANTITY		ITEM NO.	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
8	8	LOCATE WA	LOCATED UTILITIES PER ATTACHED		80.00	640.00
					Invoice subtotal	640.00
					Invoice total	640.00
MAR 02 2012		CORP AP				
JOB #		PHASE		TASK		
267-2750-024		02		09		
ACCOUNT CODE		(ORG)ANIZATION				
52100		2600				
APPROVED FOR PAYMENT:				SUB:		
\$ 640.00						
AUTHORIZATION:				DATE:		
Cassou				2/17/12		
TERMS: NET 30 DAYS			PLEASE PAY FROM INVOICE			
WE ACCEPT MASTERCARD / VISA			PLEASE CALL JENNIFER WITH ANY QUESTIONS 425-888-2590			
		Doc#: 85297 Applied Professional Services, Inc. 640.00		ENTERED MAR 05 2012		

SAFEGUARD UNIFORM

SFMS 8004 (7/92)

TO REORDER CALL: 888-838-6008

M030F026970M 03/11

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Applied Professional Services, Inc.

2672750024

22

Doc #: 85297

Page #: 2

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LOCATE REQUEST
This is not an Invoice



APPLIED PROFESSIONAL SERVICES INC.
Solutions That Exceed Expectations

43530 SE North Bend Way - North Bend, WA 98045
Phone: (425) 888-2590 Fax: (425) 888-2554

J# 267-2750-024

DATE: 2-3-12

PURCHASE ORDER #:

CUSTOMER: Parametrix

OFFICE PHONE:

BILLING ADDRESS: 1019 39th ave SE Suite 100 FAX:

CITY: Puyallup ST: Wa ZIP: 98374

CONTACT PERSON: Sean Ripley

PHONE: (253) 604-6600

BILLING SUMMARY

LOCATOR'S NAME: Josh S

LOCATE ADDRESS: 4121 Harbor view dr - Big Harbor

DESCRIPTION OF LOCATE: Designated conductable utilities within scope provided by client via email. Scope consists of above address, several surrounding address, and the street in front of above address. Designated power, gas, street light, water, tv, and telephone throughout scope. Not able to designate force main for sewer. Several utility services non-designatable due to material change; see notes on ground. No as-builts provided.

TOTAL TIME INCLUDING TRAVEL: 8 hrs @ \$100.00 per hr

This locate is being performed on private property of the customer's request. APS has no knowledge of, and customer has not furnished as-installed plans, drawings or other information of other utilities in the area of the requested locate. It is not guaranteed or implied that APS will find all underground utilities within the area. APS shall not be liable for damage to any type of facility, utility, or any loss or injury caused by such damage.

PAYMENT TERMS: NET 30 DAYS
CUSTOMER SIGNATURE: [Signature] Notified by phone + through Bill.P.

LOCATOR SIGNATURE: [Signature] DATE: 2-3-12

CUSTOMER SHOULD CALL ONE-CALL FOR PUBLICLY OWNED UTILITIES 1-800-424-5555

CC CARD INFO: VISA MC EXP DATE ZIP:
3 DIGIT CODE ON BACK

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

HWA GeoScience, Inc.

2672750024

22

Doc #: 85649

Page #: 1



HWA GeoSciences Inc
21312 30th Drive SE
Suite 110
Bothell, WA 98021-7010
425-774-0106

Subconsultant
Agreement
On File

HWAAG

Paramatrix, Inc.
2102 N. Pearl St., Ste. 106
Tacoma, WA 98406

Invoice number 22950
Date 2/28/2012

Shannon Thompson
Proj/Contract: 2011-084-21
Donkey Creek Culvert
Scope of Work: Geotechnical Engineering Investigation - Donkey Creek Project, CPP-0914

Customer ID: P-1000

Period Ending February 25, 2012

100-1100 Geotechnical Engineering Inv.

Labor

Employee / Activity	Date	Hours	Rate	Cost	Amount
Christiana Fisk					
Support Work	2/15/2012	0.50	20.43	10.22	
Support Work	2/16/2012	1.50	20.43	30.65	
Jolyn Gillie					
Geotechnical Engineering	2/8/2012	1.00	36.05	36.05	
Geotechnical Engineering	2/9/2012	1.00	36.05	36.05	
Geotechnical Engineering	2/10/2012	1.00	36.05	36.05	
Geotechnical Engineering	2/14/2012	3.00	36.05	108.15	
Elizabeth Kinney					
Drafting	2/9/2012	2.00	21.63	43.26	
Drafting	2/10/2012	2.00	21.63	43.26	
Drafting	MAR 14 2012	1.00	21.63	21.63	
Drafting	2/14/2012	0.50	21.63	10.82	
CORP AF		13.50		376.14	

	Rate	Basis	Markup	Amount	
Overhead	188.3200%	376.14	708.35	1,084.49	
Profit	30%	376.14	821.19	1,197.33	1,197.33

JOB #	PHASE	TASK
2672750024	02	06
ACCOUNT CODE	(ORG)ANIZATION	
52100	2600	
APPROVED FOR PAYMENT:	SUB:	
\$663.10	✓	
AUTHORIZATION:	DATE:	
W. Wittajr	3/12/12	

Labor subtotal 1,197.33
Item subtotal 1,197.33
Subtotal 1,197.33
Less Amount Over Budget -534.23

ENTERED
MAR 14 2012

663.10



Doc#: 85649
HWA GeoScience, Inc.
663.10

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

HWA GeoScience, Inc.

2672750024

22


Doc #:85649

Page #: 2

Project Summary

Fee	57,187.00
Invoiced to date	57,187.00
Fee remaining	-0.00

Approved by



Erik Andersen
PROJECT MANAGER

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Nakano

2672750024

22

Doc #: 85651

Page #: 1

NAKANOASSOCIATES LLC

Subconsultant _____
Agreement _____
On File _____

XIAAL

Parametrix
2102 N. Pearl Street, Suite 106
Tacoma, WA 98406

February 29, 2012 ✓
Invoice No: 5718 ✓
Project No: 11022

Attn: Shannon Thompson

PROJECT: Donkey Creek

PERIOD: February 1, 2012 - February 29, 2012

For professional landscape design services rendered for the referenced project.

Services provided: Conference calls and landscape construction documents.

Fee Charges

Description	Title	Rate	Hours	Amount
Phase 02 - Task 05 Landscaping				
Ida Ottesen	Designer	76.56	53.00	\$4,057.68
Paula Gilmour	Designer	54.62	17.00	\$928.54
Phase Total			70.00	\$4,986.22
Total Fee Charges			70.00	\$4,986.22

Total Current Billing

\$4,986.22 ✓

MAR 14 2012

JOB #	PHASE	TASK
2672750024	02	05
ACCOUNT CODE	(ORGANIZATION)	
52100	2600	
APPROVED FOR PAYMENT:	SUB:	
\$4,986.22	✓	
AUTHORIZATION:	DATE:	
<i>[Signature]</i>	3/12/12	



Doc#: 85651
Nakano
4,986.22

ENTERED
MAR 14 2012

NAKANO BUDGET:

Budget	\$36,313.00
Current Amount	4,986.22
Prior Period	25,521.97
Budget Remaining	\$5,804.81

Landscape Architects
3609 S Mt Baker Blvd
Seattle WA 98144
tel 206 292 9392
fax 206 292 9640
info@nakanoassociates.com

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Bill Acker Consulting Services

2672750024

22

Doc #: 85788

Page #: 1

BACS

Bill Acker Consulting Services

Information Generated from Practical Experience in the Current Market Place

PHONE (360) 896-1756 • FAX (360) 895-4018
P.O. BOX 1213
GIG HARBOR, WA-98335
LICENSE I.D. #601 251 887

Subconsultant
Agreement
On File

March 13, 2012 ✓✓

Parametrix
2102 N Pearl Street
Suite #106
Tacoma, WA 98406

ATT: Shannon Thompson / April Whittaker

INVOICE:

90% Submittal Estimate and Review
on the Donkey Creek Restoration and Transportation Improvements Project
for the City of Gig Harbor.

44 Hrs x \$92.00 = \$4,048.00 ✓

MAR 19 2012
CORP AP

THANK YOU

JOB #	PHASE	TASK
2672750024	02	01
ACCOUNT CODE	(ORG)ANIZATION	
52100	2600	
APPROVED FOR PAYMENT:	SUB:	
\$4,048.00	✓	
AUTHORIZATION:	DATE:	
AD Whittaker	3/1/12	



Doc#: 85788
Bill Acker Consulting
Services
4,048.00

ENTERED
MAR 19 2012

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

HWA GeoScience, Inc.

2672750024

22

Doc #: 85789

Page #: 1



Subconsultant Agreement On File

HWA6

PDF'd

HWA GeoSciences Inc.
21312 30th Drive SE
Suite 110
Bothell, WA 98021-7010
425-774-0106

Parametrix, Inc.
2102 N. Pearl St., Ste. 106
Tacoma, WA 98406

Invoice number 22593
Date 10/25/2011

Shannon Thompson
Proj/Contract: 2011-084-21
Donkey Creek Culvert
Customer ID: P-1000
Scope of Work: Geotechnical Engineering Investigation
Donkey Creek Project, CPP-0914

Period Ending October 22, 2011

100-1100 Geotechnical Engineering Inv.

Labor

Employee / Activity	Date	Hours	Rate	Cost	Amount
Erik Andersen					
Geotechnical Engineering	10/1/2011	2.00	53.85	107.70	
Geotechnical Engineering	10/8/2011	2.00	53.85	107.70	
Geotechnical Engineering	10/15/2011	1.50	53.85	80.78	
Geotechnical Engineering	10/22/2011	4.50	53.85	242.33	
Vance Atkins					
Hydrogeology/Environmental	10/1/2011	5.00	33.89	169.45	
Christiana Flek					
Support Work	10/1/2011	1.00	20.43	20.43	
Total cost		16.00		728.39	

	Rate	Base	Markup	Amount	
Overhead	188.3200%	728.39	1,371.70	2,100.09	
Profit	30%	728.39	1,690.22	2,318.61	2,318.61

Labor subtotal 2,318.61

Item subtotal 2,318.61

Invoice total 2,318.61

MAR 19 2012
CORP AP

Project Summary

Fee	57,187.00
Invoiced to date	37,391.30
Fee remaining	19,795.70



Doc#: 85789
HWA GeoScience, Inc.
2,318.61

JOB #	PHASE	TASK
2672750024	02	06
ACCOUNT CODE	(ORGANIZATION)	
52102	2600	
APPROVED FOR PAYMENT:	SUB:	
\$2318.61	✓	
AUTHORIZATION:	DATE:	
[Signature]	3/19/12	

ENTERED
MAR 19 2012

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

HWA GeoScience, Inc.

2672750024

22

Doc #:85789

Page #: 2

Parametrix, Inc.
2102 N. Pearl St., Ste. 106
Tacoma, WA 98406

Invoice number 22583
Date 10/25/2011

Shannon Thompson
Proj/Contract: 2011-084-21
Donkey Creek Culvert

Customer ID: P-1000

Approved by



Erik Andersen
PROJECT MANAGER

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Maynard, Gary R.

2672750024

22

Doc #: 947215

Page #: 1

PARAMETRIX

Form 06-FN-208/Rev. 12/00/11

Expense Report – Project

(One project per form)


Receipts must be attached.

NAME: Gary Maynard	EMPLOYEE ID: 002571	WEEK END: Friday, January 27, 2012
PROJECT NAME: Donkey Creek	PROJECT #: 267-2750-024	PHASE: 02 TASK: 07
PURPOSE: Submit permit applications to the planning department	NORMAL SHIFT (FROM-TO):	RESPONSIBLE ORG: #VALUE!
		ULTIMATE CLIENT: Other (FAR)

MILEAGE/TRAVEL LOG Please indicate AM or PM in times. See cell comment for acceptable data-entry methods and shortcuts.

DATE	TIME		LOCATION		PURPOSE/COMMENTS	PHASE	TASK	ODOMETER		TOTAL MILES	AMOUNT (x.555)	
	DEPART	RETURN	FROM	TO				START	END			
1/23/12					Submit permits	02	07	184,425	184,471	46	\$ 25.53	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
Please use the mileage/travel log to record travel days/times even if there is no mileage associated with the travel.										81200	2300	TOTALS: 46 \$ 25.53

EXPENSES Please note in comments if any meals were purchased in locations other than indicated in your mileage/travel log above.

CATEGORY	ACCT CODE	DATES				TOTALS	DIRECT BILLED	COMMENTS
BREAKFAST	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
LUNCH	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
		8110022				\$ -		
DINNER	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
		8110022				\$ -		
PER DIEM	Allowed	53080				\$ -		
	Project Non-Allowed	5309522				\$ -		
LODGING	Allowed	53040				\$ -		
	Taxes	53040				\$ -		
	Project Non-Allowed	5304022				\$ -		
AIRLINE FARES	53015				\$ -			
COURIER SERVICES / POSTAGE	53020				\$ -			
DOCUMENTS, MAPS, SURVEYS	53030				\$ -			
EQUIPMENT RENTAL	53035				\$ -			
PARKING	53075				\$ -			
PHOTOS, FILM / DEV / VIDEOS	53070				\$ -			
PRINTING / COPIES	53080				\$ -			
RENTAL CAR	53085				\$ -			
RENTAL CAR GAS	53085				\$ -			
SUBSISTENCE FOR MEETINGS	53095				\$ -			
SUPPLIES	53090				\$ -			
TELEPHONE / FAXES	53100			JAN 30 2011	\$ -			
TRANS. FARES (Train / Taxi / Ferry)	53110				\$ -			
OTHER:	53055			CORP AP	\$ -			
OTHER:	53055				\$ -			
TOTAL					\$ -	\$ -	\$ -	ENTERED
 EquipCode: 02 Employee Vehicles (FAR) PEDate: 2/3/2012 46.00		MILEAGE (FROM ABOVE): \$ 25.53 LESS TRAVEL ADVANCE: LESS DIRECT BILLED: \$ - FOR REIMBURSEMENT TO EMPLOYEE: \$ 25.53		ADDITIONAL COMMENTS: JAN 30 2012				

APP: DATE: October 5, 2011

EMPLOYEE SIGNATURE: *G Maynard*

PREPARED BY (MGR PLEASE TYPE OR PRINT): Brian Dinker

PRINCIPAL/TEAM NAME (PLEASE TYPE OR PRINT):

SIGNATURE: *Brian Dinker* DATE: *1/26/12*

SIGNATURE: *Heather Coyle* DATE: *1/26/12*

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #: 947402

Page #: 1

PARAMETRIX

Form 06-FN-2008 Rev. 12/30/11

Expense Report - Project

(One project per form)

Receipts must be attached.

NAME: Shannon Thompson	EMPLOYEE #: 002398	WEEK ENDED: Friday, January 13, 2012
PROJECT NAME: City of Gig Harbor-Donkey Creek Improvements	PROJECT: 267-275-0024	PHASE: 02
PURPOSE: Meetings	NORMAL SHIFT (FROM-TO): 8-5	TASK: 01
	RESPONSIBLE FOR: VALUE 2600	ULTIMATE CODE: Other (FAR)

MILEAGE/TRAVEL LOG Please indicate AM or PM in times. See cell comment for acceptable data-entry methods and shortcuts.

DATE	TIME		LOCATION		PURPOSE/COMMENTS	PHASE	TASK	ODOMETER		TOTAL MILES	AMOUNT (x.00)	
	DEPART	RETURN	FROM	TO				START	END			
1/3/12	9am	12pm	Bremerton	Puyallup	PSE Meeting	02	01	114,514	114,572	58	\$ 32.19	
1/4/12	1pm	3pm	Silverdale	Gig Harbor	Meeting	2	1	114,593	114,651	58	\$ 32.19	
1/6/12	8am	11am	Silverdale	Port Orchard	Meeting with WDFW	02	01	114,705	114,719	14	\$ 7.77	
1/9/12	2pm	4pm	Silverdale	Gig Harbor	BI-Weekly City Meeting	02	01	114,799	114,856	56	\$ 31.08	
1/11/12	1pm	4pm	Silverdale	Gig Harbor	Meeting with Museum	02	01	114,978	115,035	57	\$ 31.64	
1/12/12	2pm	5pm	Bremerton	Gig Harbor	Staff Meeting	02	01	115,050	115,109	59	\$ 32.75	
Please use the mileage/travel log to record travel days/times even if there is no mileage associated with the travel.										81200	2600	TOTALS: 302 \$ 167.62

EXPENSES Please note in comments if any meals were purchased in locations other than indicated in your mileage/travel log above.

	ACCT CODE	DATES				TOTAL	DIRECT BILLED	COMMENTS
		1/3/12	1/4/12	1/12/12				
BREAKFAST	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
LUNCH	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
		8110022				\$ -		
DINNER	Allowed	530				\$ -		
	Project Non-Allowed	5309522				\$ -		
		8110022				\$ -		
PER DIEM	Allowed	53060				\$ -		
	Project Non-Allowed	5309522				\$ -		
LODGING	Allowed	53040				\$ -		
	Taxes	53040				\$ -		
	Project Non-Allowed	5304022				\$ -		
AIRLINE FARES		53015				\$ -		
COURIER SERVICES / POSTAGE		53020				\$ -		
DOCUMENTS, MAPS, SURVEYS		53030				\$ -		
EQUIPMENT RENTAL		53035				\$ -		
PARKING		53075				\$ -		
PHOTOS, FILM / DEV / VIDEOS		53070				\$ -		
PRINTING / COPIES		53080				\$ -		
RENTAL CAR		53085				\$ -		
RENTAL CAR GAS		53085				\$ -		
SUBSISTENCE FOR MEETINGS		53095				\$ -		
SUPPLIES		53090				\$ -		
TELEPHONE / FAXES		53100				\$ -		
TRANS. FARES (Train / Taxi / Ferry)		53110				\$ -		
OTHER:		53055	4.00	\$ 2.75	\$ 2.75	\$ 9.50		Tolls
OTHER:		53055				\$ -		
TOTAL			\$ 2.75	\$ 2.75	\$ -	\$ -	\$ 9.50	

FEB 10 2012
CORP AP

ENTERED

FEB 13 2012

MILEAGE (FROM ABOVE): \$ 167.62
LESS TRAVEL ADVANCE: \$ -
LESS DIRECT BILLED: \$ -
DUE FOR REIMBURSEMENT TO EMPLOYEE: \$ 177.12

DATE: January 17, 2012	PROJ MGR/OVSRN MGR (PLEASE TYPE OR PRINT): Jim Dugan	PRINCIPAL/OAM NAME (PLEASE TYPE OR PRINT): Michelle Cartwright
EMPLOYEE SIGNATURE: <i>Shannon Thompson</i>	SIGNATURE: <i>Jim Dugan</i>	SIGNATURE: <i>Michelle Cartwright</i>

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #:947469

Page #: 1

PARAMETRIX

Form 09-FN-208/Rev. 12/30/11

Expense Report - Project

(One project per form)

Receipts must be attached.

NAME: Shannon Thompson	EMPLOYEE #: 002398	WEEK ENDED: Friday, February 3, 2012
PROJECT NAME: City of Gig Harbor-Donkey Creek	PROJECT #: 267-2750-024	PHASE: 02
PURPOSE: Meetings	NORMAL SHIFT (FROM-TO): 8-5	TASK: 01
	RESPONSIBLE ORG: 2600 - Tacoma	ULTIMATE CLIENT: Other (FAR)

MILEAGE/TRAVEL LOG Please indicate AM or PM in times. See cell comment for acceptable data-entry methods and shortcuts.

DATE	TIME		LOCATION		PURPOSE/COMMENTS	PHASE	TASK	ODOMETER		TOTAL MILES	AMOUNT (x.55)	
	DEPART	RETURN	FROM	TO				START	END			
1/17/12	9am	12pm	Gig Harbor	Bremerton	Discussions on frontage improvements	02	01	115,281	115,333	52	\$ 28.86	
1/23/12	9am	3pm	Bremerton	Gig Harbor	Permit Submittal	02	01	115,392	115,483	91	\$ 50.51	
1/24/12	8am	2pm	Silverdale	Gig Harbor	Meeting for driveways and lighting	02	01	115,508	115,553	45	\$ 24.98	
1/26/12	8:30am	8pm	Silverdale	Gig Harbor	Meeting	02	01	115,620	115,676	56	\$ 31.08	
1/27/12	9am	2pm	Silverdale	Gig Harbor	Meeting	02	01	115,700	115,752	52	\$ 28.86	
1/31/12	9am	2pm	Silverdale	Gig Harbor	Meeting	02	01	115,820	115,863	43	\$ 23.87	
								81200	2100	TOTALS:	396	\$ 219.80

Please use the mileage/travel log to record travel days/times even if there is no mileage associated with the travel.

EXPENSES Please note in comments if any meals were purchased in locations other than indicated in your mileage/travel log above.

BREAKFAST	ACCT CODE	DATES			TOTALS	DIRECT BILLED	COMMENTS
		1/17/12	1/26/12	2/1/12			
Allowed	530				\$ -		
Project Non-Allowed	5309522				\$ -		
LUNCH	530				\$ -		
Project Non-Allowed	5309522				\$ -		
	8110022				\$ -		
DINNER	530				\$ -		
Project Non-Allowed	5309522				\$ -		
	8110022				\$ -		
PER DIEM	53060				\$ -		
Project Non-Allowed	5309522				\$ -		
LODGING	53040				\$ -		
Taxes	53040				\$ -		
Project Non-Allowed	5304022				\$ -		
AIRLINE FARES	53015				\$ -		
COURIER SERVICES / POSTAGE	53020				\$ -		
DOCUMENTS, MAPS, SURVEYS	53030				\$ -		
EQUIPMENT RENTAL	53035				\$ -		
PARKING	53075				\$ -		
PHOTOS, FILM / DEV / VIDEOS	53070				\$ -		
PRINTING / COPIES	53080				\$ -		
RENTAL CAR	53085				\$ -		
RENTAL CAR GAS	53085				\$ -		
SUBSISTENCE FOR MEETINGS	53095				\$ -		
SUPPLIES	53090				\$ -		
TELEPHONE / FAXES	53100				\$ -		
TRANS. FARES (Train / Taxi / Ferry)	53110				\$ -		
OTHER:	53055	\$ 2.75	\$ 2.75	\$ 2.75	\$ 8.25		Totals
OTHER:	XXXX				\$ -		
		.75	\$ 2.75	\$ 2.75	\$ -	\$ -	\$ 8.25



EquipCode: 02
Employee Vehicles (PMK)
PEDate: 2/24/2012
398.00

MILEAGE (FROM ABOVE): \$ 219.00
 LESS TRAVEL ADVANCE: \$ -
 LESS DIRECT BILLED: \$ -
AMOUNT FOR REIMBURSEMENT TO EMPLOYEE: \$ 228.05

ENTERED
 FEB 20 2012

DATE: February 7, 2012	PROJ MGR/DIVISION MGR (PLEASE TYPE OR PRINT): Jim Dugan	PRINCIPAL/AM NAME (PLEASE TYPE OR PRINT): Michelle Cartwright
SIGNATURE: <i>[Signature]</i>	SIGNATURE: <i>[Signature]</i>	SIGNATURE: <i>[Signature]</i>
	DATE: 2/8/12	DATE: <i>[Date]</i>

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Thompson, Shannon D.

2672750024

22

Doc #: 947470

Page #: 1

PARAMETRIX

Form 08-FN-208/Rev. 12/20/11

Expense Report - Project

(One project per form)

Receipts must be attached.

NAME: Shannon Thompson	EMPLOYEE #: 002398	WEEK ENDED: Friday, February 10, 2012
PROJECT NAME: Donkey Creek	PROJECT #: 267-2750-024	PHASE: 02
PURPOSE: meetings	NORMAL START FROM - TO: 8-5	TASK: 01
	RESPONSIBLE ORG: #VALUE!	ULTIMATE CLIENT: Other (FAR)

MILEAGE/TRAVEL LOG

Please indicate AM or PM in times. See cell comment for acceptable data-entry methods and shortcuts.

DATE	TIME		LOCATION		PURPOSE/COMMENTS	PHASE	TASK	ODOMETER		TOTAL MILES	AMOUNT (x \$\$\$)			
	DEPART	RETURN	FROM	TO				START	END					
2/6/12	10:30 AM	12pm	Tacoma	Gig Harbor	meeting at City of Gig Harbor	02	01	116,048	116,120	72	\$ 39.98			
2/9/12	9:20 AM	4pm	Bremerton	Tacoma	weekly team meeting	02	01	116,238	116,296	58	\$ 32.19			
											\$ -			
											\$ -			
											\$ -			
											\$ -			
Please use the mileage/travel log to record travel days/times even if there is no mileage associated with the travel.										81200	2100	TOTALS:	130	\$ 72.15

EXPENSES

Please note in comments if any meals were purchased in locations other than indicated in your mileage/travel log above.

BREAKFAST	ACCT CODE	DATES				TOTALS	DIRECT BILLED	COMMENTS
		2/8/12	2/9/12					
Allowed	530					\$ -		
Project Non-Allowed	5309522					\$ -		
LUNCH	530					\$ -		
Project Non-Allowed	5309522					\$ -		
	8110022					\$ -		
DINNER	530					\$ -		
Project Non-Allowed	5309522					\$ -		
	8110022					\$ -		
PER DIEM	53060					\$ -		
Project Non-Allowed	5309522					\$ -		
LODGING	53040					\$ -		
Taxes	53040					\$ -		
Project Non-Allowed	5304022					\$ -		
AIRLINE FARES	53015					\$ -		
COURIER SERVICES / POSTAGE	53020					\$ -		
DOCUMENTS, MAPS, SURVEYS	53030					\$ -		
EQUIPMENT RENTAL	53035					\$ -		
PARKING	53075					\$ -		
PHOTOS, FILM / DEV / VIDEOS	53070					\$ -		
PRINTING / COPIES	53080					\$ -		
RENTAL CAR	53085					\$ -		
RENTAL CAR GAS	53085					\$ -		
SUBSISTENCE FOR MEETINGS	53095					\$ -		
SUPPLIES	53090					\$ -		
TELEPHONE / FAXES	53100					\$ -		
TRANS. FARES (Train / Taxi / Ferry)	53110	\$ 5.50	\$ 2.75			\$ 8.25		bridge tolls
OTHER:	53055					\$ -		
OTHER:	53055					\$ -		

5.50	\$ 2.75	\$ -	\$ -	\$ -	\$ 8.25	\$ -	
MILEAGE (FROM ABOVE):						\$ 72.15	ADDITIONAL COMMENTS
LESS TRAVEL ADVANCE:						\$ -	ENTERED
LESS DIRECT BILLED:						\$ -	FEB 20 2012
TOTAL DUES/REIMBURSEMENT TO EMPLOYEE:						\$ 80.40	

DATE: February 13, 2012	PROJ MGR/DIVISION MGR (PLEASE TYPE OR PRINT): Jim Dugan	PRINCIPAL/TEAM NAME (PLEASE TYPE OR PRINT): Michelle Cartwright
EMPLOYEE SIGNATURE: <i>Shannon Thompson</i>	SIGNATURE: <i>Jim Dugan</i>	SIGNATURE: <i>Michelle Cartwright</i>
	DATE: 2/13/12	DATE: 2/14/12

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947477

Page #: 1

PARAMETRIX

Form 03-SV-126/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 1, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Raw Data File Name: <u>20120201PY3TOPO</u>		Regular Hours: <u>NA</u>	
Control File: _____		Overtime Hours: _____	
Equipment		Mileage (check vehicle)	
<u>Survey Equipment</u>	<u>Scan Station</u>	Start: <u>77215</u> /	Finish: <u>77270</u> /
Equip Days 249999 / 4129	Scanner Hours 244321 / 4127	Total Miles: <u>55</u> /	
Auto # / 4130	244323 / 2707	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 244099 / 2700	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 244100 / 2700
=99.00		<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 244164 / 2700	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 243994 / 2700
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 243795 / 2700	<input type="checkbox"/> Sum W 2006 Van Survey - Aut 46 243463 / 2700
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 252756 / 2700
			<input type="checkbox"/> Sum E 2008 Pickup Survey - Aut 71 244323 / 2700
			<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 243994 / 2700
Comments: RECON CONTROL. SET NEW CONTROL AND BEGIN MAPPING MUSEUM PROP			
FEB 20 2012 CORP AP			
Processed By: _____		Date: _____	
Extras:			
Extra Authorization Signature		Date	



EquipCode: 249999
WA Survey
Equipment
PEDate: 2/24/2012
1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #:947478

Page #: 1

PARAMETRIX

Form 03-EV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 1, 2012</u>		
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>		
<u>BOB SPIERS</u>		Phase #: _____		
Raw Data File Name: <u>20120201PY3TOPO</u>		Regular Hours: <u>NA</u>		
Control File: _____		Overtime Hours: _____		
Equipment		Mileage (check vehicle)		
Survey Equipment	Scan Station	Start: <u>77215</u>	Finish: <u>77270</u>	Total Miles: <u>55</u>
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 <u>244089 / 2700</u>	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 <u>244100 / 2700</u>	<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 <u>243796 / 2700</u>
Auto # / <u>4130</u>	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 <u>244164 / 2700</u>	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 <u>243994 / 2700</u>	<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 <u>252756 / 2700</u>
		<input type="checkbox"/> Sum W 2007 PK <u>=51.00</u> <u>24</u>	<input type="checkbox"/> Sum W 2008 Van Survey - Aut 46 <u>243463 / 2700</u>	<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 <u>244323 / 2700</u>
				<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 <u>243994 / 2700</u>
Comments: RECON CONTROL. SET NEW CONTROL AND BEGIN MAPPING MUSEUM PROP				
FEB 20 2012 CORP AP				
Processed By: _____		Date: _____		
Extras:				
_____ Extra Authorization Signature		_____ Date		



EquipCode: 243994
2409/2007 Toyota
Tundra
PEDate: 2/24/2012
1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #:947479

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 1, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Raw Data File Name: <u>20120201PY3TOPO</u>		Regular Hours: <u>NA</u>	
Control File: _____		Overtime Hours: _____	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77215</u>	Finish: <u>77270</u>
Equip Days / 4129 Auto # / 4130	Scanner Hours 244321 / 4127 244323 / 2707	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 244099 / 2700 <input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 244164 / 2700 <input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 243795 / 2700	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 244100 / 2700 <input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 243994 / 2700 <input type="checkbox"/> Sum W 2006 Van Survey - Aut 46 243463 / 2700
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 243795 / 2700 <input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 252756 / 2700 <input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 244323 / 2700 <input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 243994 / 2700
Comments: RECON CONTROL. SET NEW CONTROL AND BEGIN MAPPING MUSEUM PROP <div style="text-align: center; font-size: 1.2em; font-weight: bold;"> FEB 20 2012 CORP AP </div>			
Processed By: _____		Date: _____	
Extras:			
Extra Authorization Signature _____		Date _____	

=30.53



Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947480

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/2010

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 2, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/08)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Raw Data File Name: <u>20120201PY3TOPO</u>		Regular Hours: <u>NA</u>	
Control File: _____		Overtime Hours: _____	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77342</u>	Finish: <u>77400</u> Total Miles: <u>58</u>
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 <u>244099 / 2700</u>	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 <u>244100 / 2700</u>
<u>Auto = 99.00</u>	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 <u>244164 / 2700</u>	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 <u>243994 / 2700</u>
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 <u>243795 / 2700</u>	<input type="checkbox"/> Sum W 2006 Van Survey - Aut 46 <u>243463 / 2700</u>
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 <u>243796 / 2700</u>
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 <u>252756 / 2700</u>
			<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 <u>244323 / 2700</u>
			<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 <u>243994 / 2700</u>
Comments: CONTINUE MAPPING MUSEUM PROP			
FEB 20 2012 CORP AP			
Processed By: _____		Date: _____	
Extras:			
Extra Authorization Signature _____		Date _____	



EquipCode: 249999
WA Survey
Equipment
PEDate: 2/24/2012
1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947481

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 2, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/08)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Task #: _____		Task #: _____	
Raw Data File Name: <u>20120201PY3TOPO</u>		Regular Hours: <u>NA</u>	
Control File: _____		Overtime Hours: _____	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77342</u>	Finish: <u>77400</u> Total Miles: <u>58</u>
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 <u>244099 / 2700</u>	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 <u>244100 / 2700</u>
Auto # / <u>4130</u>	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 <u>244164 / 2700</u>	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 <u>243994 / 2700</u>
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 <u>243795 / 2700</u>	<input type="checkbox"/> Sum W 2006 Van Survey - Aut 46 <u>243483 / 2700</u> =51.00
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 <u>243796 / 2700</u>
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 <u>252756 / 2700</u>
			<input type="checkbox"/> Sum E 2008 Pickup Survey - Aut 71 <u>243793 / 2700</u>
			<input type="checkbox"/> Lac 2006 Office Highlander - Aut 69 <u>243994 / 2700</u>
Comments: CONTINUE MAPPING MUSEUM PROP			
FEB 20 2012 CORP AP			
Processed By: _____		Date: _____	
Extras:			
Extra Authorization Signature: _____		Date: _____	



EquipCode: 243994
2400/2007 Toyota
Tundra
PEDate: 2/24/2012
1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947482

Page #: 1

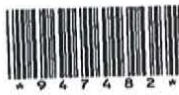
PARAMETRIX

Form 03-SV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 2, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/08)</u>	
<u>BOB SPIERS</u>		Phase #:	
		Task #:	
Raw Data File Name: <u>20120201PY3TOPO</u>		Regular Hours: <u>NA</u>	
Control File:		Overtime Hours:	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77342</u>	Finish: <u>77400</u> / Total Miles: <u>58</u>
Equip Days <u>249989 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 244089 / 2700	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 244100 / 2700
Auto # / <u>4130</u>	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 244164 / 2700	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 243994 / 2700
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 243795 / 2700	<input type="checkbox"/> Sum W 2006 Van Survey - Aut 48 243483 / 2700
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 243795 / 2700
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 252755 / 2700
			<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 244323 / 2700
			<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 243994 / 2700
Comments: CONTINUE MAPPING MUSEUM PROP			
<p>FEB 20 2012 CORP AP</p>			
Processed By: _____		Date: _____	
Extras:			
Extra Authorization Signature _____		Date _____	

← =32.19



EquipCode: 243994
2400/2007 Toyota
Tundra
PEDate: 2/24/2012
58.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947483


Page #: 1

PARAMETRIX

Form 03-SV-128/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 6, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Task #: _____		Regular Hours: <u>NA</u>	
Raw Data File Name: <u>20120208PY3TOPO</u>		Overtime Hours: _____	
Control File: _____		_____	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77472</u>	Finish: <u>77536</u> / Total Miles: <u>84</u>
Equip Days <u>249989 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 244089 / 2700	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 244100 / 2700
Auto # / 4130 =99.00	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 244164 / 2700	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 243994 / 2700
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 243795 / 2700	<input type="checkbox"/> Sum W 2008 Van Survey - Aut 48 243463 / 2700
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 243796 / 2700
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 252756 / 2700
			<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 244323 / 2700
			<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 243994 / 2700
Comments: CONTINUE MAPPING MUSEUM PROP AND HARBORVIEW DR			
FEB 16 2012 CORP AP			
Processed By: _____		Date: _____	
Extras:			
_____ Extra Authorization Signature		_____ Date	


 EquipCode: 249989
 WA Survey
 Equipment
 PEDate: 2/24/2012
 1.00
 * 9 4 7 4 8 3 *

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #:947484

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/28/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 6, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Task #: _____		Regular Hours: <u>NA</u>	
Raw Data File Name: <u>20120206PY3TOPO</u>		Overtime Hours: _____	
Control File: _____		_____	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77472</u>	Finish: <u>77536</u> / Total Miles: <u>84</u>
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 244099 / 2700	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 244100 / 2700
Auto # / 4130	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 244164 / 2700	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 243984 / 2700
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 69 243795 / 2700	<input type="checkbox"/> Sum W 2006 Van Survey - Aut 46 243463 / 2700
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 243796 / 2700
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 252756 / 2700
			<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 243793 / 2700
			<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 243994 / 2700
=51.00			
Comments: CONTINUE MAPPING MUSEUM PROP AND HARBORVIEW DR			
<p>FEB 16 2012 CORP AP</p>			
Processed By: _____		Date: _____	
Extras:			
Date			



EquipCode: 243994
2400/2007 Toyota
Tundra
PEDate: 2/24/2012
1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947485

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 6, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Raw Data File Name: <u>20120200PY3TOPO</u>		Regular Hours: <u>NA</u>	
Control File: _____		Overtime Hours: _____	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77472</u>	Finish: <u>77536</u> / Total Miles: <u>64</u> ← =35.52
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 <u>244099 / 2700</u>	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 <u>244100 / 2700</u>
Auto # / <u>4130</u>	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 <u>244164 / 2700</u>	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 <u>243994 / 2700</u>
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 <u>243795 / 2700</u>	<input type="checkbox"/> Sum W 2008 Van Survey - Aut 48 <u>243463 / 2700</u>
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 <u>243796 / 2700</u>
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 <u>252756 / 2700</u>
			<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 <u>244323 / 2700</u>
			<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 <u>243994 / 2700</u>
Comments: CONTINUE MAPPING MUSEUM PROP AND HARBORVIEW DR			
FEB 16 2012 CORP AP			
Processed By: _____		Date: _____	
Extras:			
Date			



EquipCode: 243994
2400/2007 Toyota
Tundra
PEDate: 2/24/2012
64.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947486

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 7, 2012</u>		
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>		
<u>BOB SPIERS</u>		Phase #: _____		
Raw Data File Name: <u>20120206PY3TOPO</u>		Regular Hours: <u>NA</u>		
Control File: _____		Overtime Hours: _____		
Equipment		Mileage (check vehicle)		
Survey Equipment	Scan Station	Start: <u>77608</u>	Finish: <u>77669</u>	Total Miles: <u>61</u>
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 <u>244099 / 2700</u>	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 <u>244100 / 2700</u>	<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 <u>243796 / 2700</u>
Auto # / <u>4130</u>	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 <u>244164 / 2700</u>	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 <u>243994 / 2700</u>	<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 <u>252756 / 2700</u>
=99.00		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 59 <u>243795 / 2700</u>	<input type="checkbox"/> Sum W 2008 Van Survey - Aut 48 <u>243463 / 2700</u>	<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 <u>244323 / 2700</u>
				<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 <u>243994 / 2700</u>
Comments: FINISH MAPPING AND MEASURE DOWNS				
<p>FEB 16 2012 CORP AP</p>				
Processed By: _____		Date: _____		
Extras:				
_____ Extra Authorization Signature		_____ Date		



EquipCode: 249999
WA Survey
Equipment
PEDate: 2/24/2012
1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #:947492

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 7, 2012</u>	
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/08)</u>	
<u>BOB SPIERS</u>		Phase #: _____	
Raw Data File Name: <u>20120206PY3TOPO</u>		Regular Hours: <u>NA</u>	
Control File: _____		Overtime Hours: _____	
Equipment		Mileage (check vehicle)	
Survey Equipment	Scan Station	Start: <u>77608</u>	Finish: <u>77669</u> / Total Miles: <u>61</u>
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 <u>244069 / 2700</u>	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 <u>244100 / 2700</u>
Auto # / <u>4130</u>	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 <u>244164 / 2700</u>	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 <u>243994 / 2700</u>
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 69 <u>243795 / 2700</u>	<input type="checkbox"/> Sum W 2008 Van Survey - Aut 40 <u>243483 / 2700</u>
			<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 <u>243796 / 2700</u>
			<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 <u>252756 / 2700</u>
			<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 <u>244323 / 2700</u>
			<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 <u>243994 / 2700</u>
<div style="border: 1px solid red; padding: 2px; display: inline-block; color: red; font-weight: bold;">=51.00</div>			
Comments: FINISH MAPPING AND MEASURE DOWNS			
<p>FEB 16 2012 CORP AP</p>			
Processed By: _____		Date: _____	
Extras:			
_____ Evan Anderson		_____ Date	



EquipCode: 243994
2400/2007 Toyota
Tundra
PEDate: 2/24/2012
1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947493

Page #: 1

PARAMETRIX

Form 03-SV-125/Rev. 7/29/10

DAILY EQUIPMENT REPORT

Job Name: <u>DONKEY CREEK</u>		Date: <u>FEBRUARY 7, 2012</u>		
Crew Name: <u>DALE STAFFORD</u>		Project #: <u>267-2750-024 (02/09)</u>		
<u>BOB SPIERS</u>		Phase #: _____		
Raw Data File Name: <u>20120206PY3TOPO</u>		Regular Hours: <u>NA</u>		
Control File: _____		Overtime Hours: _____		
Equipment		Mileage (check vehicle)		
Survey Equipment	Scan Station	Start: <u>77608</u>	Finish: <u>77669</u>	Total Miles: <u>61</u>
Equip Days <u>249999 / 4129</u>	Scanner Hours <u>244321 / 4127</u>	<input type="checkbox"/> Bell 2008 Pickup Survey - Aut 63 244098 / 2700	<input type="checkbox"/> Brem 2008 Pickup Survey - Aut 64 244100 / 2700	<input type="checkbox"/> Brem 2007 Van Survey - Aut 60 243796 / 2700
Auto # / 4130	<u>244323 / 2707</u>	<input type="checkbox"/> Lac 2008 Pickup Survey - Aut 68 244164 / 2700	<input checked="" type="checkbox"/> Lac 2007 Pickup Survey - Aut 61 243994 / 2700	<input type="checkbox"/> Lac 2000 Pickup Survey - Aut 18 252756 / 2700
		<input type="checkbox"/> Sum W 2007 Pickup Surv - Aut 69 243795 / 2700	<input type="checkbox"/> Sum W 2006 Van Survey - Aut 46 243463 / 2700	<input type="checkbox"/> Sum E 2008 Pickup ** Survey - Aut 71 244323 / 2700
		<input type="checkbox"/> Lac 2008 Office Highlander - Aut 69 243994 / 2700		
Comments: FINISH MAPPING AND MEASURE DOWNS				
<p>FEB 16 2012 CORP AP</p>				
Processed By: _____		Date: _____		
Extras:				

=33.86



EquipCode: 243994
2400/2007 Toyota
Tundra
PEDate: 2/24/2012
61.00

Date

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

In-House Expenses

2672750024

22

Doc #: 947557

Page #: 1

COMPANY VEHICLE LOG

PARAMETRIX IN-HOUSE REIMBURSABLE LOG PORTLAND OFFICE

EQUIPMENT DETAILS: 2005 Toyota Prius

UNIT CODE: **2700** (AUT & PROJECT #'S)

UNIT CODE: **2708** (MARKETING - 800 & 999 #'S)

EQUIPMENT CODE: **273078**

Owning ORG 2700

Admin chgs: AUT(38)01

Ending odometer minus beginning odometer must equal detail

DATE	USER NAME	PROJECT NAME	PROJECT #	PHASE #	TASK #	DESTINATION (TO)	ODOMETER		TOTAL MILES
							START	FINISH	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2/1/12	S. Brown	Donkey Creek Bridge	267-275-0024	02	03	ORIG 2600 Payallup	101314	101699	385
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



EquipCode: 273078
2005 Toyota Prius -
Portland
PEDate: 2/24/2012
1,024.00

FEB 22 2012
CORP AP
PLEASE FILL OUT COMPLETELY!

ENTERED

FEB 22 2012

Total 1024 ✓

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty
02	01	1763411A	2/7/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1766493A	2/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1766567A	2/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1766250A	2/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1766321A	2/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1766295A	2/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1765884A	2/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1767899A	2/9/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1767945A	2/9/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1773001A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1773002A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1773003A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1774214A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1774537A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	8.00
02	01	1774532A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1774509A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1774472A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1775008A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	16.00
02	01	1773870A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1775886A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1776574A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1776518A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775252A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775259A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775265A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775346A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775352A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775430A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	5.00
02	01	1775480A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775473A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1776006A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	16.00
02	01	1775328A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775336A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775340A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775492A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775485A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775482A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1775877A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1775817A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1776828A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	17.00
02	01	1777057A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1777897A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778811A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778863A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778218A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1777832A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778821A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778554A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779116A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778111A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778023A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778019A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778014A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779223A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty
02	01	1779213A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1777753A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1778806A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778807A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778553A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779265A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779270A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779117A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779118A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779119A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779120A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778108A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778095A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779372A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779342A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779333A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779309A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778555A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1778552A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779468A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1779469A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779462A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1777973A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	11.00
02	01	1779977A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	8.00
02	01	1779978A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	12.00
02	01	1781544A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	10.00
02	01	1781564A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781565A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1781406A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	98.00
02	01	1781409A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	64.00
02	01	1781403A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	28.00
02	01	1780916A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	16.00
02	01	1780926A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781090A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	170.00
02	01	1781088A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781404A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	134.00
02	01	1781399A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	10.00
02	01	1781400A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	20.00
02	01	1781401A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	6.00
02	01	1781402A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	96.00
02	01	1781545A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781547A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781553A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781542A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	12.00
02	01	1781543A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1781563A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781398A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	35.00
02	01	1780426A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1780427A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780428A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	5.00
02	01	1780448A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1780449A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	9.00
02	01	1781546A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780436A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	27.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty
02	01	1780105A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780004A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780155A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779791A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780450A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779795A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780730A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780112A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780927A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779794A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781027A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1781275A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781011A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781358A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1779843A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780723A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1779518A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1779520A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781029A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	19.00
02	01	1781482A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781355A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1780200A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1780134A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1779519A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1779960A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1782715A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	96.00
02	01	1782717A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	64.00
02	01	1782719A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	36.00
02	01	1782721A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	282.00
02	01	1781987A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	8.00
02	01	1781849A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1781858A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1781815A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1781780A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	27.00
02	01	1781731A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1781905A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1782135A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1782136A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781922A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781930A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781927A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1782745A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	7.00
02	01	1782515A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	301.00
02	01	1782965A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	8.00
02	01	1782331A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1782332A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1782333A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1782234A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	27.00
02	01	1781599A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781600A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1781999A	2/17/12	Copies-B & W 8.5 x 11	Page(s)	29.00
02	01	1785227A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1785143A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	73.00
02	01	1783922A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty
02	01	1784090A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1785809A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1785226A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1786972A	2/21/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1786948A	2/21/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1786855A	2/21/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1791426A	2/23/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1793408A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1793413A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1793190A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1793191A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1793192A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1793243A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1793193A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1793240A	2/24/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1801501A	2/29/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1801494A	2/29/12	Copies-B & W 8.5 x 11	Page(s)	12.00
02	01	1801495A	2/29/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1801496A	2/29/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1801488A	2/29/12	Copies-B & W 8.5 x 11	Page(s)	6.00
02	01	1801489A	2/29/12	Copies-B & W 8.5 x 11	Page(s)	8.00
02	01	991802811A	3/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	991802933A	3/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	991803003A	3/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	991802882A	3/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1804608A	3/2/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	991804582A	3/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	991804542A	3/2/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1804892A	3/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1804889A	3/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1804890A	3/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	991805388A	3/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1811928A	3/7/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1811899A	3/7/12	Copies-B & W 8.5 x 11	Page(s)	6.00
02	01	1811633A	3/7/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1813397A	3/8/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1813374A	3/8/12	Copies-B & W 8.5 x 11	Page(s)	96.00
02	01	1813357A	3/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1813358A	3/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1813359A	3/8/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1813360A	3/8/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1813361A	3/8/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1817684A	3/12/12	Copies-B & W 8.5 x 11	Page(s)	14.00
02	01	1818074A	3/12/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	01	1820613A	3/13/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1820614A	3/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1820615A	3/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1820348A	3/13/12	Copies-B & W 8.5 x 11	Page(s)	9.00
02	01	1827671A	3/19/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	01	1830576A	3/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1830577A	3/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	01	1830573A	3/20/12	Copies-B & W 8.5 x 11	Page(s)	6.00
02	01	1830571A	3/20/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	01	1833638A	3/22/12	Copies-B & W 8.5 x 11	Page(s)	8.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty		
02	01	1833639A	3/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	01	1833680A	3/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	01	1834290A	3/22/12	Copies-B & W 8.5 x 11	Page(s)	30.00		
02	01	1834287A	3/22/12	Copies-B & W 8.5 x 11	Page(s)	7.00		
Copies-B & W 8.5 x 11 Total						2,254.00	0.13	293.02
02	01	1820049A	3/13/12	Copies-Color 8.5 x 11	Page(s)	9.00		
02	01	1830591A	3/20/12	Copies-Color 8.5 x 11	Page(s)	24.00		
Copies-Color 8.5 x 11 Total						33.00	0.13	4.29
02	01	1762766A	2/7/12	Plots-Plotter Bond	Sq. Ft.	12.00		
02	01	1763924A	2/7/12	Plots-Plotter Bond	Sq. Ft.	5.19		
02	01	1763868A	2/7/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1763904A	2/7/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1774981A	2/13/12	Plots-Plotter Bond	Sq. Ft.	12.00		
02	01	1776674A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1777129A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1777114A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1786798A	2/21/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1786780A	2/21/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1786778A	2/21/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	1786785A	2/21/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	01	991817466A	3/12/12	Plots-Plotter Bond	Sq. Ft.	12.00		
02	01	1817467A	3/12/12	Plots-Plotter Bond	Sq. Ft.	12.00		
Plots-Plotter Bond Total						99.99	0.40	40.00
02	03	991739912A	2/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991759804A	2/3/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991755990A	2/3/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991769673A	2/9/12	Copies-B & W 8.5 x 11	Page(s)	3.00		
02	03	991769684A	2/9/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991768944A	2/9/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991770723A	2/10/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991770724A	2/10/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991770725A	2/10/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	03	991778608A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	304.00		
02	03	991778610A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	4.00		
Copies-B & W 8.5 x 11 Total						319.00	0.13	41.47
02	03	991778609A	2/15/12	Copies-Color 8.5 x 11	Page(s)	18.00		
Copies-Color 8.5 x 11 Total						18.00	0.13	2.34
02	05	1801869A	3/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	05	1807479A	3/5/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	05	1806209A	3/5/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	05	991806207A	3/5/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	05	1806208A	3/5/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
Copies-B & W 8.5 x 11 Total						5.00	0.13	0.65
02	07	991683119A	1/30/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	07	1683011A	1/30/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	07	1683581A	1/30/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	07	1700194A	1/31/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
02	07	1701486A	1/31/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	07	991705477A	1/31/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	07	1703285A	1/31/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	07	991717768A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	07	991717760A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	5.00		

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty
02	07	991717744A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	991716847A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	5.00
02	07	991716858A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1716771A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	991717379A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	07	991717370A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	07	1717444A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	07	1730533A	2/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1729229A	2/2/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1759865A	2/3/12	Copies-B & W 8.5 x 11	Page(s)	7.00
02	07	1760764A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	6.00
02	07	1760770A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	7.00
02	07	1760680A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	1760681A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1760512A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	07	1760556A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1761622A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1761531A	2/6/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1764692A	2/7/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	07	1763022A	2/7/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	1764038A	2/7/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1763756A	2/7/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1774001A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1774061A	2/13/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1778846A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1778895A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1778514A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	991780847A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	991780848A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	1780869A	2/16/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	1784961A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	10.00
02	07	1783984A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1784014A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	991784002A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	1783979A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	3.00
02	07	1783976A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1783977A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1784468A	2/20/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1786389A	2/21/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1829827A	3/20/12	Copies-B & W 8.5 x 11	Page(s)	4.00
02	07	1835316A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	1835317A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	07	1835318A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1835319A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1835320A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1835321A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	5.00
02	07	1835322A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	6.00
02	07	1835323A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	6.00
02	07	1835324A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	9.00
02	07	1835325A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1835326A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	07	1835327A	3/23/12	Copies-B & W 8.5 x 11	Page(s)	1.00
				Copies-B & W 8.5 x 11 Total		145.00
						0.13
						18.85
02	07	1760922A	2/6/12	Copies-Color 8.5 x 11	Page(s)	1.00

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty		
02	07	1763757A	2/7/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1763005A	2/7/12	Copies-Color 8.5 x 11	Page(s)	3.00		
02	07	1766012A	2/8/12	Copies-Color 8.5 x 11	Page(s)	2.00		
02	07	1769221A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769323A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769324A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769320A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769313A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769375A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769379A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769557A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
02	07	1769577A	2/9/12	Copies-Color 8.5 x 11	Page(s)	1.00		
Copies-Color 8.5 x 11 Total						16.00	0.13	2.08
02	07	991681765A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681766A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681767A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681773A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681779A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681768A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681769A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681770A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681771A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681772A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681785A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681774A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681775A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681776A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681777A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681778A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681780A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681781A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681782A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681783A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681784A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681786A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681787A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681788A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681789A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681790A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991682041A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991681853A	1/30/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991705439A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704822A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704827A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704828A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704829A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704830A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704831A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704832A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704823A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704824A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	07	991704825A	1/31/12	Plots-Plotter Bond	Sq. Ft.	5.20		
Plots-Plotter Bond Total						202.80	0.40	81.12

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

EXHIBIT A

Project: 267-2750-024, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 267-2750-024/22

Phase	Task	Doc #	Date	Description	Measure	Qty
02	09	1715713A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	09	1715717A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	5.00
02	09	1715726A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	09	1715727A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00
02	09	1715728A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	09	1715729A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	09	1715730A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	09	1715731A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	09	1715715A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	2.00
02	09	1715740A	2/1/12	Copies-B & W 8.5 x 11	Page(s)	1.00
Copies-B & W 8.5 x 11 Total						
						20.00 0.13 2.60
02	09	1715722A	2/1/12	Plots-Plotter Bond	Sq. Ft.	12.00
02	09	991760180A	2/3/12	Plots-Plotter Bond	Sq. Ft.	5.20
02	09	991760174A	2/3/12	Plots-Plotter Bond	Sq. Ft.	5.20
02	09	991760392A	2/4/12	Plots-Plotter Bond	Sq. Ft.	5.20
Plots-Plotter Bond Total						
						27.60 0.40 11.04

EXHIBIT A

**Engineering Tasks and Description Performed by Dean Zavack for the
Donkey Creek Project 90% Submittal**

Donkey Creek Project Duties Billed to Project:

1. 30% Design Plans Storm Drainage Design
2. 90% Design Plans Storm Drainage Design
3. Project Threshold analysis for Conceptual, 30%, 90% designs for existing design and roundabout design for minimum development requirements of Gig Harbor Stormwater Drainage Manual
4. ESA Checklists (Report) for the Biological Assessment.
5. Coordination of storm drainage line placement with bridge hangar placement
6. Storm Drainage Report
7. Analysis of existing system plans, and asbuilts to outfall
8. Sizing of WQ facilities for Museum New Parking Lot using WWHM3
9. All conveyance capacity calculations using StormShed (SBUH) model for the entire project (including all revisions) for existing and all proposed culverts and pipes.
10. Hydraulic Backwater Analysis of entire line for WWTP Creek for Upsizing Storm Line in Harborview Dr.
11. Upstream analysis of all basins that converge for proposed project to culvert which discharges at Austin Estuary (Schedule D)
12. Storm 30% Cost Estimate
13. Storm 90% Cost Estimate
14. Culvert Extension and energy dissipater sizing and cost estimate for culvert outfall at Austin Dr.(dropped from plans)
15. Schedule D Design, Plan Markups, and Cost Estimate
16. Site visit for Downstream Analysis for design and Storm Drainage Report
17. QA/QC 90% Plan Set, Road, Drainage, Sewer, Water
18. QA/QC 90% Estuary Plan Set Grading Design and Parking Lot Grading.

Currently Assumed Funding Sources

Source		Amount
Federal	United States Fish and Wildlife (USF&W)	\$800,000
Federal	Housing and Urban Development (HUD)	\$1,461,000
Local	2010 Budget	\$150,000
Local	City Stormwater Capital Fund - 2011 thru 2013	\$1,015,000
Local	GHN LID Balance	\$140,000
TOTAL FUNDING		\$3,566,000

This item was discussed at the City Council Work Study Session on April 5, 2012, as well as the April 30, 2012 Special City Council Meeting in which Council was informed about this contract amendment and the approximate dollar value of it.

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute Consultant Services Contract Amendment No. 3 with Parametrix, Inc. in the not-to-exceed amount of \$136,891.75 for a total amended contract not-to-exceed amount of \$1,032,027.03.

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

THIS THIRD AMENDMENT is made to that certain Consultant Services Contract dated October 11, 2011 (the "Agreement"), as amended by that certain First Amendment dated November 15, 2011, and that certain Second Amendment of even date herewith, 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 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the design, permitting and bidding of the Donkey Creek Restoration and Transportation Project and desires to extend consultation services in connection with the project; and

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

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

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed One Hundred Thirty Six Thousand Eight Hundred Ninety-one Dollars and Seventy-five Cents (\$136,891.75), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to July 31, 2012.

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

IN WITNESS WHEREOF, the parties have executed this 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

EXHIBIT A

SCOPE OF WORK

City of Gig Harbor

Donkey Creek Restoration and Transportation Improvements

PHASE 02 – FINAL DESIGN

Task 13 – 100% Design

Objective

Completion of final HUD permitting, design and preparation of a complete bid ready plans and specifications package. Project management and engineering design to complete final design and plans, bidding documents and obtain final permits to 100% for the Donkey Creek Restoration and Transportation Improvements project based on the 90% design review with the City of Gig Harbor staff. This scope of work is in conjunction with the previously submitted Parametrix scope of work dated November 2011 and attached as Exhibit A. All tasks (Road Improvements, Storm and Sewer Improvements, Estuary, Landscape, Permitting, etc.) are considered inclusive of this scope. Project management will continue to provide coordination between the City staff, City officials, permitting agencies, subconsultants and design team members. The project manager will work to move the project to 100% complete ready for bidding.

The design team will finalize all plans, specifications and design reports to incorporate requested changes of the 90% review.

Approach

- Work as an extension of City Staff as the lead for this project.
- Addressing the 90% review comments into the Final bid ready set of documents.

Deliverable

- Update DRAFT Stormwater Report with comments from City. Provide Final Report.
- Provide responses to 90% review comments from City in tabular form.
- AutoCAD and PDF files of all drawings on CD.
- One hard copy and one PDF set of 100% (Final) 22x34 Full Size plans including landscaping (sealed by Washington PE), Contract Documents, and Cost Estimate.
- All project files to include all revised survey data and modeling to date, design, and AutoCAD documents to be provided to the City.
- One Final Mylar Set (stamped and wet signed).
- Final HUD Permitting.
- Parametrix to manage the acquisition of all federal, state, and city permits.
- Bid Ready Plans and Specifications conforming to the City and WSDOT format.
- Provide weekly labor reports to the City as requested. (Labor reports are not available until Tuesdays after 2 PM)

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Assumption

- Current budget includes HUD permitting process. Any additional revisions or permit requirements will be on a time and materials basis.
- After Parametrix receives signed Amendment 3, an updated design and bidding schedule will be provided by first City staff meeting.
- Labor reports generated by Parametrix accounting are budgeted to be in standard Parametrix format.

Task 14 – Bidding Support

Objective

To assist the City during the bidding and award of the pre-construction phase of the project.

Approach

Working in conjunction with the City, the following approach will be taken:

- Assist City in contract award process.
- Attend pre-construction meeting with City staff and the Contractor.
- Review and respond to questions that arise from potential bidders.
- Assist City with preparation of addenda (if needed).

Assumptions

- City will lead all pre-bid mandatory/non-mandatory meetings and Parametrix will attend.

Deliverables

- Parametrix to review all bids and make written recommendation.
- Review and provide responses to any pre-bid questions.
- Respond to Bidder Inquiries.
- Respond to Geotechnical related questions that arise during the Bidding Period.
- Respond to landscape related questions that arise during the Bidding Period.
- Preparation of Bidding Addendas (if needed).

EXHIBIT A

SCOPE OF WORK

City of Gig Harbor

Donkey Creek Restoration and Transportation Improvements

The Donkey Creek Restoration and Transportation Improvements project is a multifaceted project that will improve the estuary at the outlet of Donkey Creek and improve the circulation of the adjacent roadways. The objective of the estuary restoration, which includes removal of an existing and constricted fish passage barrier, is to also enhance and restore wildlife and marine habitat. The objective of the transportation improvements is to enhance pedestrian access, and vehicular circulation.

To accomplish the estuary restoration, the City of Gig Harbor has acquired a portion of the Harbor History Museum property containing Donkey Creek, which is currently confined within a 36-inch diameter concrete culvert. This culvert conveys Donkey Creek between Donkey Creek Park and Gig Harbor (a distance of approximately 360 feet). Approximately 100 feet of the culvert runs beneath North Harborview Drive. Day lighting will be achieved by construction of a new stream channel easterly of the culvert. A new one-way vehicular pedestrian bridge will be constructed at North Harborview Drive to span the new channel. The project will include removal of approximately 150 feet of the existing culvert, installation of soldier pile retaining walls to support channel slopes, and installation of landscaping features such as large woody debris, native plantings, and a 6-foot wide footpath. The path will be routed underneath the new bridge and will provide a connection between existing Donkey Creek and Austin Estuary parks. All landscaping and estuary improvements will be integrated with upcoming Austin Estuary Park improvements currently planned to be completed in spring 2012.

The North Harborview/Harborview Drive corridor is the primary corridor connecting the City's waterfront and central commercial districts with the commercial districts and residential neighborhoods located to the north of downtown. The existing configuration along with the growth of the Harbor History Museum creates a conflict for vehicles, pedestrians, and other non-motorized transportation. The work described in this scope will include steps to reduce existing and potential future conflicts and to provide improved multi-modal access to downtown Gig Harbor. The one-way vehicular bridge concept has been vetted and approved by City Council as the preferred option for improving the North Harborview/Harborview/Austin Street corridor.

Parametrix has provided the following scope of services to encompass final engineering for the estuary improvements, engineering design for the one-way North Harborview Bridge and associated transportation improvements including alignment with future round about design. In addition, this scope provides services during bidding and construction. Services described consist of Phase 02; initial planning and design services were conducted as Phase 01 under a separate contract.

DESIGN CRITERIA AND BASIS OF WORK

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project.

The project's storm drainage systems will be designed using the most current addition of the WSDOT Hydraulics Manual.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

The City will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in extra work.

Measurements: English Units.
Drafting Standard: City of Gig Harbor Standards
Datum: Horizontal – Pierce County, State Plan Coordinate System – NAD 83-91
Vertical: NGVD 29

WSDOT Publications:

1. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Constructions (M41-10), 2006 (English) edition (including the Division 1 APWA Supplement), as amended
2. WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Constructions [English] (M21-01)
3. WSDOT Construction Manual
4. WSDOT Design Manual (M22-01)
5. WSDOT Right of Way Manual
6. WSDOT General Special Provisions
7. WSDOT Traffic Manual (M51-02)
8. WSDOT Sign Fabrication Manual
9. WSDOT Highway Runoff Manual
10. Local Agency Guideline (LAG) Manual

U.S. Department of Transportation publications:

1. Manual in Uniform Traffic Control Devices for Streets and Highways

Other:

1. Washington State Regulations, Accessibility Design for All (ADA)
2. AASHTO Geometric Design for Highways and Streets, 2004
3. Turning Radii will be based upon Pierce Transit Bus turning template and a WB-50 design vehicle for intersection improvements.
4. City's critical area ordinance, Chapter 18 GHMC

The development of all project plans will follow the conditions and parameters established in the LAG Manual. Plans will be developed with the understanding that the City is the local agency. They will not be developed as WSDOT bid documents. If in the future it is determined that WSDOT will take the lead and be responsible for constructing the improvements, the plans may need to follow WSDOT plan format. This requirement would create the need for significant changes to the plans and require a substantial amount more work for Parametrix. This work is not included in this scope of services.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

PHASE TWO – FINAL ENGINEERING DESIGN FOR BRIDGE, ROADWAY, ESTUARY IMPROVEMENTS

Phase 02 of the project will include final design, final permitting and construction cost estimates required to develop bid ready documents and permits. Design will address the selected Bridge and one-way Austin Street options and will include a preliminary alternative roundabout design at the intersection of Harborview Drive and Austin Street. In an effort to minimize throw away work, the roundabout design will be developed to a level that will validate that Austin Street improvements will integrate with future roundabout designs, along with frontage improvements on Harborview Drive between Austin Estuary and North Harborview Drive.

Tasks for **Phase 02** work includes:

- **Task 01** – Project Management
- **Task 02** – One-way Road Improvements Design
- **Task 03** - Bridge Design
- **Task 04** - Estuary Design
- **Task 05** - Landscaping Design for Estuary and Harbor History Museum and Road Frontage
- **Task 06** - Geotechnical Investigations
- **Task 07** – Final Permitting Assistance
- **Task 08** – Validate Roundabout Alignment and Configuration to 15% with corresponding estimate and additional right-of-way needs
- **Task 09** – Additional Topographic Survey for Road Alignment
- **Task 10** – Frontage Improvements between Austin Estuary and North Harborview Drive Streets
- **Task 11** – Management Reserve
- **Task 12** – Water Line Design and Design Survey

Task 01 – Project Management

Objective

Project management will provide coordination between the City staff, City officials, permitting agencies, 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.

Activities

- 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, sub consultants and permitting agencies.
- Liaise with the Community, Harbor History Museum and City Staff.
- 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.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Resolve issues and report results to the City Engineer.
- Attend bi-weekly meetings with the City to discuss status of the project.
- PM will oversee all sub consultants work as well as ensuring timely submittal of all work products.
- PM will attend other meetings as requested by the City Engineer that pertain to the Donkey Creek project and its components.
- PM will ensure that all milestone dates are achieved with negotiated project schedule and costs.

Assumptions

- Project timeline will follow as described in the negotiated project schedule. Notice to proceed was given by council on September 12th, 2011, to complete the Bridge and One-Way Austin Street Improvements. Austin is to be designed to accept a future roundabout.

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 update the schedule to reflect progress within the project timeline. These invoices will include expenses by task, hours worked by personnel, and direct costs associated with sub consultants. The progress letters will also detail any out of scope requests or budget/schedule issues.

- Meetings (Bi-weekly progress meetings with City Staff)
- Monthly invoices and progress report that will provide remaining fund balance
- Routine correspondence

Task 02 – One Way Road Improvements Design

Objective

Prepare engineering plans, specifications, erosion control, illumination and estimated costs for the project. This task will develop the Roadway design, Drainage Design, Channelization Design, and Construction Cost Estimate that will be developed in accordance with the 2010 Washington State Department of Transportation Standard Specifications as well as incorporate the requirements of various permits and agency plan reviews. Submittal of the final design plans, specifications and cost estimates will be provided to the City at the 60%, 90% and final design completion levels. Parametrix will review for constructability, in addition to a thorough QA/QC review of the work.

Activities

- Coordinate design with the internal and external project team. This will consist of a design development meeting to determine coordination procedures and schedule.
- Coordinate and meet with the Downtown Businesses as needed. Coordination will consist of a presentation of the project plan, soliciting feedback and incorporating comments.
- Prepare street design including horizontal alignments and vertical profile.
- Prepare typical roadway sections

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Prepare intersection plans for the three intersections and meet with the City to review intersection design criteria and options. Prepare illumination design plans showing location of luminaires and other electrical fixtures.
- Prepare Demolition Plans that shows limits of demolition.
- Discuss design challenges, constraints and concepts with the City and the design team via telephone/email correspondence.
- Prepare the Special Provisions section of the Specifications.
- Prepare the amendment section of the specifications.
- Prepare an opinion of probable construction cost based on the proposed design.
- Prepare retaining wall designs on Austin Street to accommodate encroachment of the roadway north.

- Prepare 60 percent complete plans that show plan and profile, typical sections, cuts and fills, streetscape features, alignment, and drainage facilities. Plan sheets will contain plans and profile at a 1" = 20' scale. The 60 percent plans will consist of the following sheets that are also listed in Attachment B, Sheet Index:
 - Cover Sheet with Vicinity and Location Map
 - Key Map and Index Sheet
 - Legend, Abbreviations and Notes
 - Survey Control and Notes
 - Demolition Plans
 - TESC Plan
 - TESC Details
 - Typical Roadway Sections
 - Paving/Drainage Plan and Profile
 - Roadway Details
 - Drainage Details
 - Intersection Details
 - Gravity Block Wall Sheet and Details
 - Landscape Plan
 - Landscape Details
 - Irrigation Plan
 - Irrigation Details
 - Street Lighting Plan
 - Street Lighting Details
 - Channelization and Signing Plan
 - Channelization and Signing Details
 - Temporary Traffic Control Plan
 - Temporary Traffic Control Details

- Prepare 60% complete Construction Cost Estimate in WSDOT format
- Prepare 60% (draft) Special Provisions
- Prepare 90% complete plans consisting of the sheets shown above

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Prepare 90% and final Construction Cost Estimate
- Prepare 90% and final Contract Documents
- Determine drainage basins and conduct a threshold analysis to determine quantity and quality treatment requirements.
- Determine and prepare construction dewatering plan and specifications.
- Determine preliminary stormwater treatment facility sizing.
- Determine appropriate stormwater outfall locations.
- Determine preliminary stormwater conveyance system.
- Determine alternative low impact development techniques to reduce stormwater facility sizing/cost, such as the use of porous pavements, rain gardens, etc.
- Prepare a technical memorandum explaining and summarizing the results.
- Submit 90% plans and contract documents to City for review and comment.
- Incorporate 90% comments into the Final plan set.

Assumptions

- It is anticipated that the existing road alignment will be shifted North on Austin Street.
- Intersection design scope assumes no more than 50-feet of roadway beyond the immediate project limits will be affected at the connecting intersections.
- Traffic/level of service analysis is not included in the scope however previous studies will be utilized.
- Survey has previously been performed by the others. Additional topographic survey will be required as well as to knit the existing survey information together west of Harborview, north of Austin, and just north of North Harborview.
- Comparative cost estimates will be based on a combination of historical information on recent similar local projects, recent WSDOT bid tabs, and a more detailed analysis for the major components.
- Special Provisions and all drawings will follow 2010 WSDOT format.
- Parametrix will prepare the bid ready contract documents and all required special provisions and appendices in Word and PDF format.
- The City will provide the front end bid documents section of the contract documents in Word format. The Specifications will be written to conform to City, State and Federal format as there are three funding partners involved in this project.
- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- Third Party Cost Estimate will be provided for 60% design and Final Design
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate
- Provide data files including DTM, alignments, surfaces and all project point files.
- Completed City of Gig Harbor Comment Response form
- AutoCAD and PDF files of all drawings – provided on CD (2008 version or older)
- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (stamped and wet signed) 22" x 34"
- Contract plans and specifications shall conform to both Washington State prevailing wage format and Federal Davis-Bacon Wage Criteria.

Task 03 –Pedestrian and Vehicular Bridge and Soldier Pile Wall Design

Objective

Parametrix will design a new prestressed concrete bridge structure to span Donkey Creek and soldier pile retaining walls as required to support the grading along the revised channel profile. The basis for the design will be the concept drawings previously submitted and approved by the City of Gig Harbor.

Activities

- Prepare project design calculations in accordance with the WSDOT Bridge Design Manual (WSDOT BDM)
- Prepare a complete set of bridge plans
- Prepare a complete set of soldier pile wall plans
- Incorporate comments from the City into the final plans
- Perform an independent QA/QC review by Senior Engineer prior to final submittal
- Prepare Engineer's Construction Cost Estimate
- Prepare Special Provisions

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Prepare probable construction schedule in gantt schedule format.

Assumptions

- Bridge will be straight with abutments at zero or constant skews
- Bridge will be a single span bridge (approximately 77 feet in length outside face of abutment to outside face of abutment)
- Bridge will be designed for one traffic lane in one direction (approximately 32 feet wide)
- A combined use pedestrian and bike path will be incorporated into the design adjacent to a 12 foot wide traffic lane.
- Since we are able to close North Harborview Drive to traffic staging the bridge construction to maintain one lane of traffic staged construction will not be necessary.
- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.
- The new bridge will be designed in accordance with AASHTO LRFD Bridge Design Specifications Fifth Edition 2010. Live Load will be HL-93
- No significant changes will be made to the layout recommended in the conceptual study previously submitted to the City of Gig Harbor.
- With the exception of the rails no other aesthetic considerations are included.
- End diaphragms will be field cast concrete integrating the girder ends and cantilevering over the back walls.
- The foundation shall consist of driven, closed end, steel pipe piles. It is anticipated that these displacement piles will develop axial capacity in the dense glacial outwash.
- The top of the piles will be contained by cast in place concrete pile caps. On top of the pile caps will be cast in place concrete back walls to support the prestressed girders.
- The roadway wearing surface will be asphalt placed directly on top of the prestressed concrete decked bulb-tees. As implied by the name the decked bulb tees are prefabricated with the reinforced deck already incorporated.
- The structure location will be set to maintain the existing grade and alignment of the outfall and gravity sewer lines and all work will be above the ordinary high water. Block outs will be designed and detailed through the back walls to facilitate passage of the lines. Additional existing

EXHIBIT A

SCOPE OF WORK (CONTINUED)

utilities will also be located and provisions made to accommodate passage through the back walls.

- It is anticipated that soldier pile retaining walls will be required under and adjacent to the new bridge. For estimating purposes it is assumed there are approximately 160 feet of wall, up to 7 feet high, on the South end (2 plan and profile sheets) and approximately 270 feet of wall, up to 6 feet high, on the North end (3 plan and profile sheets). The soldier pile retaining wall with exposed timber lagging will be designed as a cantilevered wall system (no tie backs) and an anticipated life span of 20 years. The wall details will consist of a table of pile lengths (cut-off and tip elevations). Each short section of wall will be addressed in order to minimize the length of piles required.
- It is anticipated that the final structural drawings will include the following, additionally listed in Attachment B, Sheet Index:

Bridge

- Layout Drawing and General Notes
- Foundation Plan
- Pile Details Piers 1 and 2 and Pile Table
- Pier 1 Details Pier 1 Walls
- Pier 2 Details
- Pier 2 Walls
- Piers 1 and 2 Girder Stops and misc. Details
- Framing Plan and Intermediate Diaphragm Details
- Superstructure Details
- End Diaphragm Details
- Utility Details and Relocation
- Pedestrian and Vehicular Rail Details
- Barlist

Soldier Pile Walls

- Plan and Elevations
 - Wall Details
- It is anticipated that the final structural drawings will not include:
 - Slab Reinforcement Details: Since it is anticipated to use prestressed deck bulb-tees for the superstructure with asphalt wearing surface there is no need for an additional cast-in-place deck. Slab reinforcement is incorporated into the girder fabrication. Once erected, welded and grouted together the girders will provide the concrete deck surface.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Approach Slab Details: It is anticipated that the asphalt wearing surface on North Harborview Drive will continue over the new bridge therefore, there is no need for a concrete approach slab on either end of the new structure. Typically approach slabs are incorporated into the design of new structures for moderate and high traffic corridors. In our case however, the one lane bridge is considered temporary and does not warrant the expense.

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (wet signed) 22" x 34"
- Completed City of Gig Harbor Comment Response form
- One (1) bound set of the project design calculations, including project quantities, sealed by Washington PE
- One (1) copy of Probable Construction Schedule
- QA/QC Review and checked calculations will be provided in final design package.

Task 03.1 – Load Rating Analysis

Objective and Background

Parametrix will provide a bridge load rating of the final design, in accordance with WSDOT BDM.

Bridge load rating is a procedure to evaluate the adequacy of various structural components to carry predetermined live loads. For this project the consultant is responsible for the bridge inventory and load rating of the new bridge in accordance with the NBIS and the AASHTO Manual for Bridge Evaluation (MBE), latest edition. Load ratings are required for all new bridges. Load ratings shall be done immediately after the design is completed.

Activities

- Perform a bridge load rating on the pertinent structural elements.
- Prepare a bridge load rating report.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Assumptions

- LRFR Methodology will be used for the bridge load ratings. For prestressed concrete elements ratings for both Strength and Service Limit States will be performed. Load Ratings will be in accordance to WSDOT BDM Chapter 13.
- Only superstructure elements will be rated. According to WSDOT, superstructure elements are defined as structural elements above the column tops including drop crossbeams.
- Ratings will be in accordance to the AASHTO *Manual for Bridge Evaluation First Edition, 2008, with 2010 Interims*.
- Rating vehicles will be limited to: HS-20 truck load, legal truck loads (Type 3, Type 3S2, Type 3-3), and two overload trucks. Rating vehicles are defined in WSDOT BDM Section 13.1.1.8.
- All pertinent structural members will be subject to both a NBI rating and a strength rating. Prestressed members will have an additional service rating.

Deliverables

- Load Rating Report - The Load Rating report shall be organized in such a manner that it is easy to follow and all assumptions are clearly stated, complete with a table of contents.

The report shall consist of:

1. A Bridge Rating Summary sheet reflecting the lowest rating factor. The summary sheet shall be stamped, signed and dated by a professional engineer licensed in the state of Washington.
2. A brief report of any anomalies in the ratings and an explanation of the cause of any rating factor below 1.0.
3. Hard copy of computer output files used for rating, and any other calculations or special analysis required.
4. A complete set of plans for the bridge including cross sections.
5. One compact disk which contains the final versions of all input and output files, and other calculations created in performing the load rating.
6. All reports shall be bound.
7. In our case since the load rating calculations are produced as part of a design project the Load Rating Report and design calculations will be bound separately.

Task 04 – Donkey Creek Estuary Design

Objective

Prepare 60%, 90 % and final plans, specifications and cost estimates for the Donkey Creek Estuary. The basis for design will be the concept drawings previously submitted and approved by the City of Gig Harbor.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Activities

- Prepare 60 percent complete plans that show plan and profile, grading, and typical sections. Plan sheets will contain plans and profile at a 1" = 20' scale. The 60 percent plans will consist of the following sheets that are additionally listed on Attachment B, Sheet Index:
 - Existing Conditions, TESC and Demolition
 - TESC Details and Notes
 - Composite Site Plan (overview including all site features and landscaping)
 - Grading and Drainage Plan
 - Grading and Drainage Details
 - Landscape Plan
 - Landscape Details
 - Irrigation Plan
 - Irrigation Details
 - Channel Profile
 - Typical Channel Sections and Details
 - Restoration Details

- Prepare basis of design technical memorandum for channel. New stream channel sediments (gravel and cobbles) will be sized for stability during a 100-year storm event. Sediment sizing will be based Washington State Department of Fish and Wildlife (WDFW) guidelines and a hydraulic analysis performed under this task.

- Prepare 60% Construction Cost Estimate.

- Prepare 60% Special Provisions.

- Prepare 90% complete plans incorporating revisions to the 60% submittal sheets.

- Incorporate comments to the 90% Plans and complete final drawing set.

- Prepare 90% and final Construction Cost Estimate.

- Prepare 90% and final Contract Documents.

Assumptions

- Design stream flows for the hydraulic analysis will be obtained from the existing memorandum titled "Preliminary Donkey Creek Hydraulic Model" prepared for the City by ESA Adolfson (dated March 8, 2011)

- Parametrix will prepare the bid ready contract documents and all required special provisions and appendices.

- The City will provide the legal documents section of the contract documents in Word format.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.

Deliverables

- Three hard copies and one PDF set of draft and final basis of design technical memorandum
- One hard copy and one PDF set of 60% Plans - full size, Special Provisions, and Cost Estimate
- One hard copy and one PDF set of 90% Plans – full size, Special Provisions, and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- One hard copy and one PDF set of 100% Plans - full sized (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (stamped and wet signed) 22" x 34"
- Contract plans and specifications shall conform to both the Washington State and the Federal Prevailing Wage format.

Task 05 – Landscaping

Objective

Prepare 60%, 90% and final landscape plan and specifications and cost estimates for the Donkey Creek Estuary and Roadway Improvements in alignment with Austin Estuary Improvements. Landscape plans will be integrated with the Harbor History Museum improvements with special attention to roadway landscape. Provide geotechnical engineering evaluation through field exploration and site reconnaissance.

Activities

- **Landscape** - Prepare 60%, 90% and final landscape plans. Landscape plans will include sheets for landscaping and irrigation details as appropriate. Individual plan sheets are listed by project component in Tasks 02 and 04.
 - Review site elements
 - Attend one agency/design meeting
 - Prepare 60% and 90% landscape plans with special attention to integrating Austin Estuary, Donkey Creek Estuary and Museum property, and roadway landscaping improvements.
 - Prepare landscape and irrigation details
 - Prepare 60% Construction Cost Estimate

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Prepare 60% Special Provisions
- Incorporate 60% comments and prepare 90% Construction Cost Estimate and Special Provisions
- Incorporate 90% comments and prepare final plans, Construction Cost Estimate and Special Provisions.

Deliverables

- Landscaping Plans, Construction Cost Estimates and Special Provisions will be delivered for the roadway improvements and estuary design components as described under Task 02 and 04.

Task 06 – Geotechnical Investigations

- **Geotechnical Evaluation** for open channel design support (liquefaction susceptibility & associated seismic hazards)
 - Evaluation of feasible slope/wall options
 - Develop wall design for open channel stream section (earth pressure and section size/types)
 - Evaluate excavation constraints, dewatering considerations and construction issues
- Provide Road & Sidewalk Geotechnical Support
 - Re-analyze stability of lower slope
 - Re-evaluate road alignment and proposed geometries
 - Develop stabilization measures for lower slope and shoulder sections
 - Develop roadway subgrade drainage design (e.g. blanket drains or slot drains below pavement)
 - Develop pavement section design for new roadway resurfacing

Assumptions

- Only one meeting per design level has been included.
- All site access and permitting required for exploration will be acquired by the Owner.
- Drill cutting generated during exploration can be wasted (disposed of) on site.
- Neither identification nor evaluation of contaminants that may be present in the site subsoil's is included.
- Piezometers installed for this project are property of the City of Gig Harbor.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Deliverables

- Preparation of draft and final geotechnical design reports
- Geotechnical input to preparation of 60% - 90% plans and specifications
- Participate in (3) design coordination meetings
- Input to cost estimate for geotechnical and earthwork-related items

Task 07 – 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 Washington State Department of Fish and Wildlife (WDFW), U.S. Army Corps of Engineers (Corps) and from the City of Gig Harbor (City). All permits are listed in Attachment A, Permit Tracking Table. It is anticipated that this project will be permitted as one complete and comprehensive project under the “WFDW” fast track permit process.

Activities

- Prepare NEPA Environmental Report for submittal to the U.S. Fish and Wildlife Service (USFWS).
- Prepare a Biological Assessment for submittal to the USFWS and NOAA Fisheries.
- Prepare a draft and final SEPA environmental checklist with supporting technical materials for review.
- Submit SEPA, wetland 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, to the Corps for a Nationwide Permit 27, and 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 the public hearing on the Shoreline Permit.
- Attend one City Council and one Design Review Board meeting to make project presentations and answer questions.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Attend up to four coordination meetings with city staff.
- Assist the City in coordinating permits/approvals for changes to the adjacent plats and the wastewater treatment plant caused by the roadway improvements.
- Prepare a Building permit application.
- Address DAHP and Cultural Resource Assessment.

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.
- The NEPA determination will not require an EIS.
- The Nationwide permit will also result in compliance with Section 401 of the Clean Water Act (Section 401 Water Quality Certification) and the Coastal Zone Management Act (Coastal Management Zone Consistency Determination)

Deliverables

- Draft and final versions of the SEPA Environmental Checklist with supporting materials.
- NEPA Environmental Report.
- Biological Assessment.
- JARPA application and attachments.
- Flood Hazard Permit application.
- Building Permit application.

Task 08 – Roundabout Validation

Objective

Prepare engineering plans and estimated costs for the addition of a three legged round-a-bout intersection at the Harborview/Austin intersection; widening of Austin street to accommodate two way traffic, bicycle lanes in both directions, and sidewalks on both sides of the road; and the widening of Harborview Drive from North Harborview Drive to the roundabout to accommodate left turns, bicycles and pedestrians in both directions.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Approach

The roundabout option will be evaluated and designed to a 20% level so that if funding becomes available it could become part of the overall Donkey Creek Estuary and Transportation Improvements. This design will likely impact the One Way Roadway design in several ways. For example, the storm drainage requirements for a larger project will likely be different and downstream conveyance systems may need to be larger. Another example is that the intersection of Austin Street and North Harborview Drive would become much different with the roundabout scenario. Limited geotechnical services will be provided for this task.

Activities

- Prepare 20% concept that addresses plan and profile alignment and drainage facilities.
- Prepare 20% complete Construction Cost Estimate
- Determine drainage basins and conduct a threshold analysis to determine quantity and quality treatment requirements.
- Determine preliminary stormwater treatment facility sizing.
- Determine appropriate stormwater outfall locations.
- Determine preliminary stormwater conveyance system.
- Determine alternative low impact development techniques to reduce stormwater facility sizing/cost, such as the use of porous pavements, rain gardens, etc.
- Prepare a technical memorandum explaining and summarizing the results.
- Limited Geotechnical will consist of geologic site and slope reconnaissance with specific emphasis on the proposed fill and cut wall alignments, to identify surface features that will impact the design and construction.
 - Limited to visual observation of surface features and topography only, subsurface explorations will not be conducted during this task.
 - Review preliminary wall and roundabout layout plans and cross sections
 - Assess geotechnical issues and identify areas where detailed geotechnical engineering studies will be required during PS&E

Assumptions

- All assumptions identified in Task 02 apply to this task.
- Roundabout design will be validated to approximately 20% design to assure future connectivity.

Deliverables

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- One hard copy and one PDF set of 60% Plans on 11x17 and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- Tech Memo with Drainage Analysis results and recommendations (if necessary)
- Geotechnical Engineering memo summarizing the results of assessment

Task 09 – Additional Survey

Objective

To provide boundary control and topographic mapping for use in property acquisition and design of a roundabout at the intersection of Harborview Drive and Austin Street.

Approach

Parametrix surveyors will map existing conditions and improvements within the full right-of-way limits of Harborview Drive; beginning at point approximately 370 feet northerly of Austin Street and continuing southerly to match into a previously mapped area lying northerly of the Donkey Creek culvert. Additional mapping will also be performed on Pierce County Tax Parcel 0221061107, which lies in the northeasterly quadrant of the above referenced intersection. This mapping will be limited to only that portion of the parcel which is intended for acquisition and slope easement, as defined by the preliminary design. Also included in this scope is supplemental mapping along North Harbor Drive. This mapping will be used to fill in any holes or missing information as well as a means of proofing information provided by others.

Activities

- **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 reliable, 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 existing control and mapping information as provided and used by others. 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.
- **Topographic Survey** - Mapping will consist of identifying physical improvements including but not limited to existing pavement, utilities, and signage. 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. Significant trees, 12 – inches or larger when measured at breast height will be mapped.
- **Base Map** - Field gathered data will be reviewed, processed, and entered into an existing AutoCAD Civil 3D drawing. Planimetric features will be drawn and symbols will be placed to

EXHIBIT A

SCOPE OF WORK (CONTINUED)

reflect existing improvements and ground conditions. A digital terrain model (DTM) will be supplemented with the newly gathered data and contours generated. From information provided by an underground utility locate firm, and or record drawings (if available) buried utilities will be shown on the base map. Boundary lines of the above referenced parcel will be shown as defined by record information. A complete boundary survey or the filing of a record of survey is not a part of this scope.

- **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.
- **Right-of-way Acquisition** - Parametrix will prepare a legal description and exhibit map in support of property acquisition for the proposed improvements. The gathering of signatures and the preparation of the conveyance deed is the responsibility of the Client, unless otherwise directed. Additional easements for slope or temporary construction can also be prepared subject to the design. Parametrix will provide an amendment to this scope and fee if additional descriptions and exhibits are needed.

Deliverables

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

TASK 10 – FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)

Objective

Prepare engineering plans, specifications and estimated costs for the addition of transportation improvements along Harborview Drive from the Harborview/North Harborview intersection south to the southern limits of the Austin Estuary. The improvements will consist of a widened roadway to incorporate a dedicated left turn lane and non-motorized improvements for pedestrians and bicyclists on the east side of the road.

Activities

- Prepare 60 percent complete plans that show plan and profile, typical sections, cuts and fills, streetscape features, alignment, and drainage facilities. Plan sheets will contain plans and profile at a 1" = 20' scale. The 60 percent plans will consist of the following sheets:
 - Paving/Drainage Plan and Profile
 - Channelization and Signing Plan
 - Landscape Plan and Details
 - Misc. Details
- Prepare 60% complete Construction Cost Estimate
- Prepare 60% (draft) Special Provisions

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- Prepare 90% complete plans.
- Prepare 90% and final Construction Cost Estimate.
- Prepare 90% and final Contract Documents.
- Submit 90% plans and contract documents to WSDOT for review and comment.
- Incorporate 90% comments into the Final plan set.

Assumptions

- All assumptions identified in Task 02 apply to this task.

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (wet signed) 22" x 34"

Task 11 – Management Reserve

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.

Task 12 – Water Line Design and Design Survey

Objective

Prepare engineering plans, specifications and estimated cost to abandon, relocate and loop the water line on N. Harborview Drive in order to accommodate the new Donkey Creek Bridge. This task will develop the concept for the abandonment of the existing line from the service tee to the existing restroom to the N. Harborview/Austin Intersection. In addition, new water line will be designed to connect to the existing 10-inch stub just north of the driveway to the WWTP and continue north for approximately 1600 feet in order to create a looped connection to the existing line that currently terminates in front of the Hill Building. Finally, an additional 600 feet of water line will be designed to complete the loop on Austin Street to the Finholm Business District. Plans, specifications and a Construction Cost Estimate will be developed in accordance with the 2010 Washington State Department of Transportation Standard Specifications as well as incorporate the requirements of various permits and agency plan reviews.

EXHIBIT A

SCOPE OF WORK (CONTINUED)

Submittal of the final design plans, specifications and cost estimates will be provided to the City at the 60%, 90% and final design completion levels. Parametrix will review for constructability, in addition to a thorough QA/QC review of the work.

Parametrix surveyors will map existing conditions and improvements within the full right-of-way limits of Harborview Drive; beginning at point approximately 370 feet northerly of Austin Street and continuing northerly to the Hill Building, approximately 800 feet.

Activities

- Coordinate design with the internal and external project team. This will consist of a design development meeting to determine coordination procedures and schedule.
- Prepare water line design including valving, hydrants, and abandonment strategies.
- Prepare typical details
- Discuss design challenges, constraints and concepts with the City and the design team via telephone/email correspondence.
- Prepare the Special Provisions section of the Specifications.
- Prepare an opinion of probable construction cost based on the proposed design.
- Prepare double pass plans at a 1" = 20' scale for that section of waterline from the WWTP to the Hill building and single pass plans at a 1"=20' scale for that section along Austin Street. The plans will consist of the following additional sheets:
 - TESC, Demolition & Existing Conditions Plans – Harborview Drive
 - 2 New Double Pass sheets
 - TESC, Demolition & Existing Conditions Plans – Austin Drive
 - Add to Task 02 – TESC Sheets
 - Waterline Plans on Harborview Drive
 - 2 New Double Pass sheets
 - Waterline Plans on Austin Street
 - Add to Task 02 – Paving and Drainage Single Pass Plans
 - Waterline Details – One Sheet
 - Temporary Traffic Control Plan – Harborview Drive
 - 2 New Double Pass Sheets
- Horizontal and vertical control will be established, continuing, north of the control established thus far using GPS and conventional survey equipment. Monuments and property corners will be analyzed and if found reliable, 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 existing control and mapping information as provided and used by others. Measured values will be compared to published values as a check and confirmation of control.
- Perform Topographic Survey - Mapping will consist of identifying physical improvements including but not limited to existing pavement, utilities, and signage. 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

EXHIBIT A

SCOPE OF WORK (CONTINUED)

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. Significant trees, 12 – inches or larger when measured at breast height will be mapped.

- The following items will be provided as depicted in Task 07:
 - Prepare Construction Cost Estimate
 - Prepare draft and final Special Provisions
 - Prepare complete plans consisting of the sheets shown above
 - Prepare Contract Documents

Assumptions

- No additional Geotechnical Investigation has been requested by the City and is therefore not included.
- Permitting of the waterlines will be administered by the City.
- Comparative cost estimates will be based on a combination of historical information on recent similar local projects, recent WSDOT bid tabs, and a more detailed analysis for the major components.
- Special Provisions and all drawings will follow 2010 WSDOT format.
- Parametrix will prepare the bid ready contract documents and all required special provisions and appendices.
- The City will provide the front end bid documents section of the contract documents in Word format.
- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate
- Completed City of Gig Harbor Comment Response form
- AutoCAD and PDF files of all drawings – provided on CD (2008 version or older)

EXHIBIT A

SCOPE OF WORK (CONTINUED)

- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (stamped and wet signed) 22" x 34"

PHASE 03 – CONSTRUCTION SUPPORT SERVICES/CONTRACT ADMINISTRATION (NOT SCOPED AT THIS TIME)



Subject: SR16/Burnham/Borgen Interchange Improvements – Year 3 Wetland Mitigation Monitoring – Consultant Services Contract David Evans and Associates, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the Year 3 Wetland Mitigation Monitoring in the not-to-exceed amount of \$6,000.00.

Dept. Origin: Engineering Division

Prepared by: Marcos McGraw *MBM*
Project Engineer

For Agenda of: May 14, 2012

Exhibits: Consultant Services Contract
Exhibit A – Scope of Services

	Initial & Date
Concurred by Mayor:	<i>SLH 5/9/12</i>
Approved by City Administrator:	<i>R 5/9/12</i>
Approved as to form by City Atty:	<i>approval via email 5/8/12</i>
Approved by Finance Director:	<i>[Signature] 5/9/12</i>
Approved by Department Head:	<i>[Signature] 5/10/12</i>

Expenditure	Amount	Appropriation
Required \$6,000.00	Budgeted \$40,000	Required \$0

INFORMATION / BACKGROUND

Permits acquired to construct the improvements at the Burnham/Borgen/SR16 Interchange (BB16) included stipulations for creation of wetland impact mitigation areas. The permit from the US Army Corps of Engineers (USACE) requires the wetland mitigation areas to be monitored for ten years and an associated completion report to be provided. David Evans & Associates (DEA) performed the Year 1 monitoring and reporting as a task in the previous construction support consultant services contract. Staff from DEA also completed the year 2 monitoring and reporting.

FISCAL CONSIDERATION

Funding will be provided the budgeted item No 6, SR 16 Burnham Interchange East Roundabout GAP Metering and Interchange Planting Agreement.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the Year 3 Wetland Mitigation Monitoring in the not-to-exceed amount of \$6,000.00.

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

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

RECITALS

WHEREAS, the City is presently engaged in Wetland Mitigation Monitoring and Reporting for SR16/Burnham/Borgen Interchange Improvements Project – Year 3 and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Six Thousand Dollars and No Cents (\$6,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. Indemnification.

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

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

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

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

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

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

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

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

10. 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.

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

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

13. 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.

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
David Evans and Associates, Inc.
ATTN: Scott Swarts
415 118th Avenue SE
Bellevue, WA 98005
(425) 519-6593

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A – Scope of Work

ATTACHMENT A

May 2, 2012

SCOPE OF SERVICES

Year 3 Gig Harbor Wetland Mitigation Monitoring and Reporting

The following items describe the Scope of Services that David Evans and Associates, inc. (DEA) will perform for the City of Gig Harbor (CLIENT) under this Agreement. DEA will conduct Year 3 Wetland Mitigation Monitoring and Reporting for SR 16/Burnham Dr. NW/Borgen Blvd. Interchange Improvements Project (Project) as required by the U.S. Army Corps of Engineers (Corps). This scope of services addresses Year 3 permit requirements as stipulated by the Corps (Reference No. 2007-1981-SO).

Specific tasks included in this scope of services are as follows: (A) Year 3 Monitoring, (B) Year 3 Monitoring Report, and (C) Project Management.

(A) Year 3 Monitoring. DEA will monitor the mitigation site to document Year 3 conditions as they relate to achievement of the approved performance standards. Year 3 performance measures are as follows:

- Wetland creation, restoration, riparian wetland areas, and buffer areas shall achieve a 20 percent total cover of woody species. This will be measured at permanent transects.
- Native plant richness will meet required thresholds.
- Habitat features present and functional.
- Year 3 photo documentation at established photo points.
- Stream performance measures 1 through 9 will be achieved.
- Maintenance occurring as required/needed. Maintenance items include watering, weeds, trash, fence, and NGPA signage.
- Numbered forestry tags will be placed on trees within the riparian enhancement area and these numbers will be added to the corresponding trees on the as-built drawing.

DEA proposes to conduct a single site visit (1 to 2 days) during the summer to document Year 3 performance measures. No additional site visits or on-going hydrology monitoring is proposed. Additional site visits or hydrology monitoring would require an add-on.

A minimum of 24-hour notice will be provided to the CLIENT documenting when monitoring is proposed to occur.

(B) Year 3 Monitoring Report. DEA will prepare a Year 3 monitoring report that documents the results of Task A. A draft report will be provided to the CLIENT for internal review. A final report will be prepared for the CLIENT to submit to the Corps. The draft report will be provided to the CLIENT as a pdf. The final report will be provided as three hardcopies and pdf.

(C) **Project Management.** Project management includes actions associated with project set-up, invoicing, QA/QC measures, file management, budget tracking, and project close-out. It is assumed the project duration will be no more than two months from the date of notice-to-proceed.

Deliverables: DEA will provide the following deliverables:

1. Draft Year 3 Monitoring Report (electronic pdf for CLIENT review)
2. Final Year 3 Monitoring Report (3 hardcopies and electronic pdf)

Schedule: Following issuance of a notice-to-proceed by CLIENT, DEA will diligently proceed with services described herein until complete. All deliverable will be provided to the CLIENT within three months of receiving a notice-to-proceed. This schedule can be accelerated at the CLIENTS request. DEA will not be responsible for delays caused by factors beyond DEA’s control or which could not have been foreseen at the time this Authorization was executed. This is particularly true where the work requires a work product from the CLIENT, their agent, or project designer/engineer.

Fees for Services:

For Tasks A through C described in this Authorization for Professional Services, DEA will be compensated on a time and materials basis not to exceed a sum of **\$6,000** as outlined below:

Task A: Monitoring	\$2,415.00
Task B: Year 3 Report	\$2,399.00
Task C: Project Management	\$1,043.00
Expenses	\$145.00
TOTAL	\$6,000.00

Extra Services requested by the client not covered in the aforementioned tasks can be accomplished by an add-on to this contract. A potential applicable Extra Service not included in this scope of services is the purchase, installation, and management of hydrology monitoring equipment.



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

Subject: Public Safety Testing Agreement Renewal

Proposed Council Action:

To authorize the renewal of the subscriber agreement with Public Safety Testing for a three-year term at \$900 per year.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*
Civil Service Secretary

For Agenda of: May 14, 2012

Exhibits: PST Agreement

Initial & Date

Concurred by Mayor: CLH 5/9/12
 Approved by City Administrator: CLH 5/9/12
 Approved as to form by City Atty: by e-mail
 Approved by Finance Director: _____
 Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$900/yr	Budgeted \$900 per year	Required \$0

INFORMATION / BACKGROUND

The attached is a subscriber's agreement to continue the services provided by Public Safety Testing. This service allows for a better candidate pool by providing the city with a current, on-going eligibility list without having to devote staff time to a yearly testing process that may not result in viable candidates. We have utilized this service since 2003.

FISCAL CONSIDERATION

If we commit to the three-year term, the renewal agreement is \$900 per year; no increase from the past three years.

The last testing process administered by the Civil Service Secretary in 2002 cost approximately \$2,000. The list established by this process is in effect for one year or longer if requested by the Chief. As the cost of testing continues to rise, using the testing service has and will continue to result in a significant savings during the three-year period.

BOARD OR COMMITTEE RECOMMENDATION

The Civil Service Commission supports this process.

RECOMMENDATION / MOTION

Move to: authorize the renewal of the subscriber agreement with PublicSafetyTesting for a three-year term of \$900 per year.

Amendment No. 1

SUBSCRIBER AGREEMENT

BETWEEN THE CITY OF GIG HARBOR, WA and PUBLIC SAFETY TESTING, INC.

This amendment between the City of GIG HARBOR, WA (Subscriber) and Public Safety Testing, Inc. (Contractor) is for the purpose of amending the Expiration/Termination date described in the Subscriber Agreement between the City of GIG HARBOR and Public Safety Testing, Inc. dated April 28, 2009 as follows:

1. EXPIRATION:


- This Agreement terminates on December 31, 2013.
- This Agreement terminates on December 31, 2015.

Unless specifically amended by this Agreement, all other terms and conditions of the original Subscriber Agreement shall remain in full force and effect.

CITY OF GIG HARBOR, WA

PUBLIC SAFETY TESTING, INC.

By: _____



Print: _____

Jon F. Walters, Jr.

Its: _____

President

Date: _____

May 9, 2012



Subject: Grant Agreement with the Washington State Dept of Commerce for the design and construction of the Maritime Pier.

Proposed Council Action: Approve and authorize the Mayor to execute the Grant Agreement with the Dept of Commerce for the design and construction of the Maritime Pier in the amount of \$378,300.00.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: May 14, 2012
Exhibits: Agreement
Commitment Letter

Concurred by Mayor: CLH 5/10/12
Approved by City Administrator: R 5/10/12
Approved as to form by City Atty: ok by city atty
Approved by Finance Director: 5/10/12
Approved by Department Head: _____

Expenditure Required	\$ 200,000	Amount Budgeted	\$ 628,300.00	Appropriation Required	-0-
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INFORMATION / BACKGROUND

In 2011, the City requested \$390,000 in State Funds to construct a 150-foot deep-water pier in the heart of the historic district in downtown Gig Harbor located at 3003 Harborview Drive. The drive-aboard pier will be a multi-use facility and provide access for loading and unloading, viewing areas with seating, pedestrian walkways, a ramp to a 12x40-ft float for transient moorage and new water access for the boating public. It will connect to the upland park and its network of walkways, viewing areas, picnic tables, parking and a public restroom.

FISCAL CONSIDERATION

This is a reimbursement grant that was identified in the 2012 Budget. The City was awarded \$378,300.00. The Gig Harbor Commercial Fishermen's Club pledged \$50,000 for the project. \$200,000 will come from the City. Any funds not expended by June 30, 2013, will lapse unless re-appropriated by the Washington State legislature.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Grant Agreement with the Washington State Department of Commerce for the Maritime Pier in an amount of \$378,300 for the design and construction of the Maritime Pier.



Department of Commerce

Innovation is in our nature.

Grant to

City of Gig Harbor

through

The Local and Community Projects Program

For

Gig Harbor Maritime Pier - Funds will be used to design and develop the Gig Harbor Maritime Pier.

Start date: Upon Final Signature

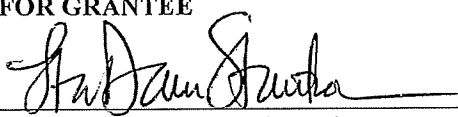
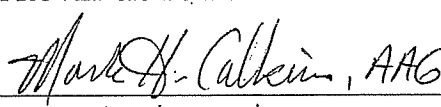
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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

Washington State Department of Commerce
Community Services & Housing Division
Community Capital Facilities Unit

1. Grantee City of Gig Harbor 3510 Grandview Street Gig Harbor, Washington 98335		2. Grantee Doing Business As (optional)	
3. Grantee Representative Lita Dawn Stanton Special Projects stantonl@cityofgigharbor.net		4. COMMERCE Representative Daniel Aarthun Program Manager 360-725-3007 360-586-5880 Dan.Aarthun@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$378,300.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Upon Final Signature	8. End Date 6/30/2015
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001435	11. SWV #	12. UBI # N/A	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is the design and development of the Gig Harbor Maritime Pier as referenced in Attachment A – Scope of Work. COMMERCE, defined as the Department of Commerce or its successor agency, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE  _____ Lita Dawn Stanton, Special Projects 5-9-2012 _____ Date		FOR COMMERCE _____ Dan McConnon, Deputy Director _____ Date APPROVED AS TO FORM ONLY  _____ Mark H. Calkins Date 04-12-2012	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Gig Harbor (a unit of local government hereinafter referred to as the Grantee), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2011, Special Session, Chapter 49, Section 1028, made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the Grantee is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

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

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$378,300.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the Grantee certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

B. The Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of \$250,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only or projects that consist of renovations to facilities leased by the Grantee are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the Grantee for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the Grantee under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the Grantee, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The Grantee shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

- a. Grantee purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. Grantee purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT INPUTS

The Grantee may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT INPUT

COMMERCE shall reimburse the Grantee for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The Grantee shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The Grantee shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee and the Grantee's fiscal agent as beneficiary.
- C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

11. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

SPECIAL TERMS AND CONDITIONS
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12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that Commerce may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the Grantee in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY PERFORMANCE MEASURE AND DISINCENTIVE

- A. The Grantee understands and agrees that any and all real property or facilities owned by the Grantee that are acquired, constructed, or otherwise improved by the Grantee using state funds under this contract shall be held and used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the Grantee from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE AND DISINCENTIVE

- A. The Grantee understands and agrees that any facility leased by the Grantee that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

15. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

**SPECIAL TERMS AND CONDITIONS
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- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

18. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2013, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

19. RECAPTURE DISINCENTIVE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION DISINCENTIVE

In the event the Grantee commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant.

GENERAL TERMS AND CONDITIONS
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1. **DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce or its successor agency.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.

2. **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

3. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. **APPROVAL**

This Grant shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

7. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

GENERAL TERMS AND CONDITIONS
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8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. **AUDIT**

A. **General Requirements**

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantees required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. **State Funds Requirements**

Grantees expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Grant number
- Grant award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by COMMERCE.

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C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Grantor. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

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14. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

15. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

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20. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

21. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

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26. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE DISINCENTIVE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE OUTPUT

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

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33. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

36. TERMINATION FOR CAUSE / SUSPENSION DISINCENTIVE

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Grant, COMMERCE may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Grant or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

GENERAL TERMS AND CONDITIONS
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37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C. Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Grant deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Grant, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds from this grant will be used to construct a 135-foot, 18-foot wide, deep-water pier, 80-foot ramp and 12x40-foot float. The drive-aboard pier will provide amenities including, but not limited to, access for loading and unloading, viewing areas with seating, pedestrian walkways, a ramp to floats for transient moorage and new water access for the boating public.

The project is scheduled to be completed by 12/31/12.

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

Charles L. Antle
GRANTEE

Mayor
TITLE

May 9, 2012
DATE

Budget

Line Item	Amount
Architecture & Engineering	\$40,000.00
Construction	\$570,800.00
Permitting	\$8,000.00
Construction Management.	\$9,500.00
Total Contracted Amount:	\$628,300.00

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
Gig Harbor Commercial Fishermen's Club	\$50,000.00	
City General Fund	\$200,000.00	
Total Non-State Funds	\$250,000.00	\$250,000.00
State Funds		
State Capital Budget	\$378,300.00	\$378,300.00
Total Non-State and State Sources		\$628,300.00

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of June 15, 2011, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the Grantee for the purpose of construction, applicable State Prevailing Wages must be paid.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The Grantee shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

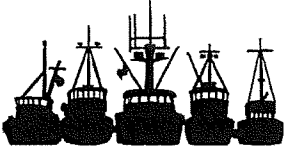
The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

NOT APPLICABLE

GIG HARBOR COMMERCIAL  FISHERMEN'S CIVIC CLUB
5310 72nd Avenue Northwest · Gig Harbor · Washington 98335 · (253) 858-3110

April, 30, 2012

To whom it may concern,

This letter is to verify that the Gig Harbor Commercial Fishermen's Civic Club has pledged \$50,000.00 dollars to The City of Gig Harbor for the construction of the Maritime Pier. The money will be paid to The City of Gig Harbor at their request in Full.

Sincerely,



Gregg Lovrovich, President



Subject: City-Wide Travel Demand Model Update and On-Call Services for Concurrency Modeling – Amendment No. 2 to Consultant Services Contract with David Evans & Associates, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute Amendment No. 2 to Consultant Services Contract with DEA in the amount not to exceed \$23,208 for a revised total contract amount of \$73,108.00.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, PE Senior Engineer

For Agenda of: May 14, 2012

Exhibits: Consultant Services Contract Amendment No. 2 with Exhibits A & B

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CH 5/10/12

R 5/10/12

approved via email 5/9/12

SA 5/10/12

5/9/12

Table with 5 columns: Expenditure Required, Amount \$23,208.00, See Fiscal Budgeted, Consideration below, Appropriation Required 0.

INFORMATION / BACKGROUND

The City is required to maintain and annually update its traffic demand model. On June 13, 2011, the City Council approved the Consultant Services Contract with David Evans and Associates (DEA), Inc. for the City-Wide travel demand model update and on-call services for transportation concurrency modeling.

FISCAL CONSIDERATION

The adopted 2012 budget allocated \$10,000 for this objective. The additional \$13,208 required will be obtained from the savings realized in the favorable bid of \$225,479.95 under the 2012 Pavement Maintenance and Repair Objective, which resulted in additional available funds of \$24,520.05 under this objective.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Contract Amendment No. 2 in the amount not to exceed \$23,208.00 amending the contract approved on June 13, 2011 with David Evans and Associates, Inc.

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

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract dated June 13, 2011 (the "Agreement"), as amended by that certain First Amendment dated July 11, 2011, 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 Demand Model, Capacity Availability Report, On-Call Services for Concurrency Project and desires to extend consultation services in connection with the project; and

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

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

Section 1. Scope of Services. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Services**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Twenty Three Thousand Two Hundred Eight Dollars and No Cents (\$23,208.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to December 31, 2013.

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

IN WITNESS WHEREOF, the parties have executed this 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

Exhibit A – Scope of Services

CITY OF GIG HARBOR

**CONTRACT AMENDMENT NO. 2
ADDITIONAL SCOPE OF SERVICES
FOR CITYWIDE TRAVEL DEMAND MODEL UPDATE**

The City of Gig Harbor (City) contracted with David Evans and Associates, Inc. (DEA) to update the base 2010 citywide travel demand model to 2011 conditions and then update the citywide concurrency travel demand model to reflect future conditions. DEA obtained a 2010 citywide travel demand model and a citywide pipeline concurrency model from the City to start the update. During the 2010 base model update and the concurrency model reviewing process, DEA identified major deficiencies existing in the model land use, network, and calibration in the provided models; see **Appendix A** for the deficiencies in details. Additional work and time is required to fix the deficiencies in order to move forward with the original scope. In addition, the City requested DEA to conduct analysis to determine lane configuration on the southbound approach at the intersection of Olympic Drive and Point Fosdick Drive.

The Amendment describes the additional work and costs that are outside of the original scope and service. The additional work includes the following tasks:

Task 1 . Project Management

This task provides for management and coordination activities that are necessary to complete the work program. The activities shall include project administration, preparation of monthly invoices and progress reports, city-consultant coordination and meetings, and quality control and quality assurance.

Task 2. Correct 2010 and Pipeline Model Land Use

Land use major deficiencies were identified and need to be corrected. Non-residential land use in the 2010 base model and the concurrency pipeline model is inaccurate with employment data and building square footage. The employment data in jobs was incorrectly input as building square footage in both the 2010 base and the concurrency models, but the corresponding trip generation rate in square footage was applied. In addition, some completed pipeline projects by 2010 were not included in the 2010 base model, and some future proposed pipeline projects were included in the 2010 base model. Furthermore, most future proposed pipeline projects were not included in the concurrency model.

Task 3. Correct 2010 and Pipeline Model Network Coding

Missing links/capacities, intersection control types, and intersection lane configurations were incorrectly coded in the model and need to be corrected. There are 62 intersections identified previously for level of service evaluation, but lane configurations in many of those intersections were miscoded.

Task 4. Correct 2010 Base Model Calibration

The 2010 base model was not calibrated to the accepted guidelines recommended by the FHWA at the city street level. In addition, trip rate and four-step model procedure need to be re-adjusted or re-calibrate due to the incorrect land use. All the changes need to be carried forward to the Pipeline model.

Exhibit B – Schedule of Rates and
Estimated Hours

Fee Basis

The budget to complete Tasks 1-4 related to this amendment is not to exceed \$23,208 Dollars. Detail hours and budget estimate is shown in **Table 1**.

Table 1. Schedule of Rates and Estimated Hours

Task		Project Manager	Engineer/Modeler	Admin	Total Hour	Task Budget
		vls	mxlu/mxra/aow	mjre/vle/jxt/pat		
Task 1. Project Management		12	6	8	26	\$4,246
1.1	Project Coordination	10	4			
1.2	Monthly Invoices and Progress Reports	2	2	8		
Task 2. Correct 2010 and Pipeline Model Land Use		1.5	55		56.5	\$7,757
2.1	Correct Non-residential Land Use in 2010 Base Model	0.5	13			
2.2	Correct Non-residential Land Use in Pipeline Model	0.5	13			
2.3	Sort Out and Include the Pipeline Projects Already Constructed in the 2010 Base Model		10			
2.4	Sort Out and Remove the Pipeline Projects That Were Not Built From the 2010 Base Model		10			
2.5	Sort Out and Code All Future Pipeline Projects in the Concurrency Model	0.5	9			
Task 3. Correct 2010 and Pipeline Model Network		2	16		18	\$2,602
3.1	Correct Missing Links and Capacity	0.5	4			
3.2	Correct Intersection Control Type	0.5	4			
3.3	Correct Intersection Lane Configuration		4			
3.4	Code Pipeline Projects into the Pipeline Model	1	4			
Task 4. Correct 2010 Base Model Calibration		3.5	58		61.5	\$8,604
4.1	Justify Trip Generation Rate	1.5	8			
4.2	Adjust Four-Step Model Procedure	1	8			
4.4	Re-Calibrate the model at City Street Level		30			
4.5	Carry All Changes from 2010 Model to Pipeline Model	1	12			
Totals by Position for Tasks 1-5		19	135	8	162	\$23,208
Approximate Hourly Billing Rate by Position		\$221	\$135	\$98		
Total Cost		\$4,199	\$18,225	\$784		\$23,208



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

Subject: 2012 Pavement Maintenance Project – Public Works Contract and Consultant Services Contract Awards

Proposed Council Action: Approve and authorize the Mayor to:

1. Award and execute a Public Works Contract with Miles Resources, LLC, in an amount not exceed \$1,564,674.45 for the award of all Bid Schedules (A through N) of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$75,000 to cover any cost increases that may result from contract change orders.
2. Execute a Consultant Services Contract with Cascade Testing Laboratories, Inc., for related materials testing in an amount not to exceed \$15,720 and authorize the City Engineer to approve additional expenditures up to \$1,500 to cover any costs increases.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm *JL*

For Agenda of: May 14, 2012

Exhibits: Public Works Contract, Project Locations Map, and Consultant Services Contract with Scope and Fee

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty: *APP'D VIA EMAIL 5/10/12*

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

CLH 5/10/12
R 5/10/12
APP'D VIA EMAIL 5/10/12
PR 5/10/12
Star 5/10/12

Expenditure Required	\$ 1,656,894.45	Amount Budgeted	\$ 1,760,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Each year the City of Gig Harbor budgets for the maintenance of existing roadways throughout the City. For the 2012 Budget, the City Council substantially increased the pavement maintenance budget in order to catch up from the recent few years of deficit pavement maintenance. This year's increase in pavement maintenance is largely due to the new Hospital Benefit Zone revenue source.

In order to maximize the available funding for this Project and due to variations in bid prices, Staff has prepared the contract documents to include both base bid schedules (Schedules A, B, C, D, E, F, G, H, and I) and alternative bid schedules (Schedules J, K, L, M, and N). See the attached Project Locations Map for identification of each Schedule.

BID RESULTS

The 2012 Pavement Maintenance Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for all Bid Schedules was \$1,946,387. A total of two bid proposals were received by the City on May 9, 2012. Bid results from each bidder are summarized below showing the total bid amount for the recommended award of all Bid Schedules (A through N.)

BIDDER	TOTAL BID AMOUNT
1. Miles Resources, LLC	\$ 1,564,674.45
2. Tucci & Sons, Inc.	\$ 1,617,964.40

FISCAL CONSIDERATION

The 2012 City of Gig Harbor Budget includes funding for the proposed work in the Street Division Operating fund using two separate funding mechanisms. The funding for Bid Schedules A, B, C, D, E, H, I, J, K, L, and M is from Hospital Benefit Zone revenue* (Objective 5). The funding for Bid Schedules F, G, and N is from the Street and General Funds (Objective 6). The budget summary for this item is provided in the table below:

2012 Budget for Street Division Operating, Objective Nos. 5 and 6	\$ 1,760,000.00
Requested 2012 Expenses:	
Base Bid (Schedules A through H)	(\$ 1,184,734.10)
Alternative Bid Schedule I	(\$ 136,069.35)
Alternative Bid Schedule J	(\$ 41,974.00)
Alternative Bid Schedule K	(\$ 26,838.00)
Alternative Bid Schedule L	(\$ 101,606.00)
Alternative Bid Schedule M	(\$ 44,562.00)
Alternative Bid Schedule N	(\$ 28,891.00)
Change Order Authority for Public Works Contract	(\$ 75,000.00)
Materials Testing Contract	(\$ 15,720.00)
Change Order Authority for Materials Testing Contract	(\$ 1,500.00)
Remaining 2012 Budget =	\$ 103,105.55

*Pierce County and the City of Gig Harbor are anticipated to adopt the Hospital Benefit Zone project list in May and June 2012, respectively.

BOARD OR COMMITTEE RECOMMENDATION

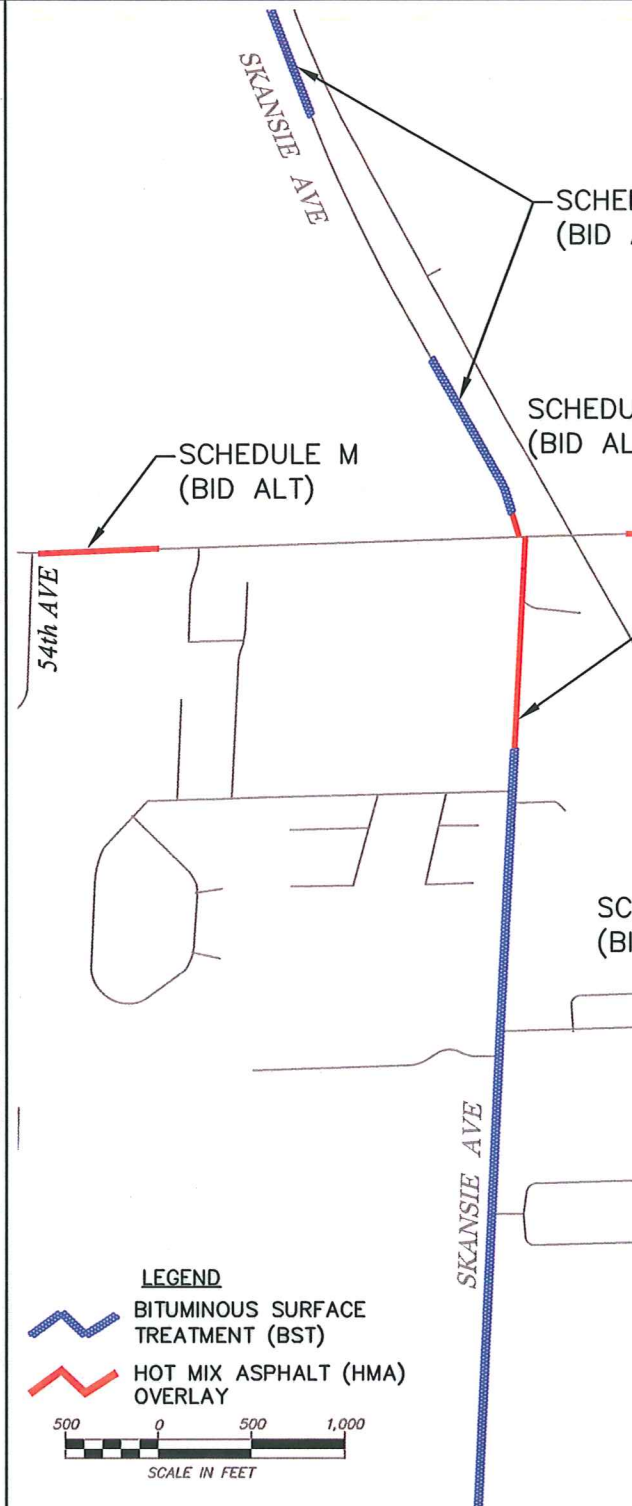
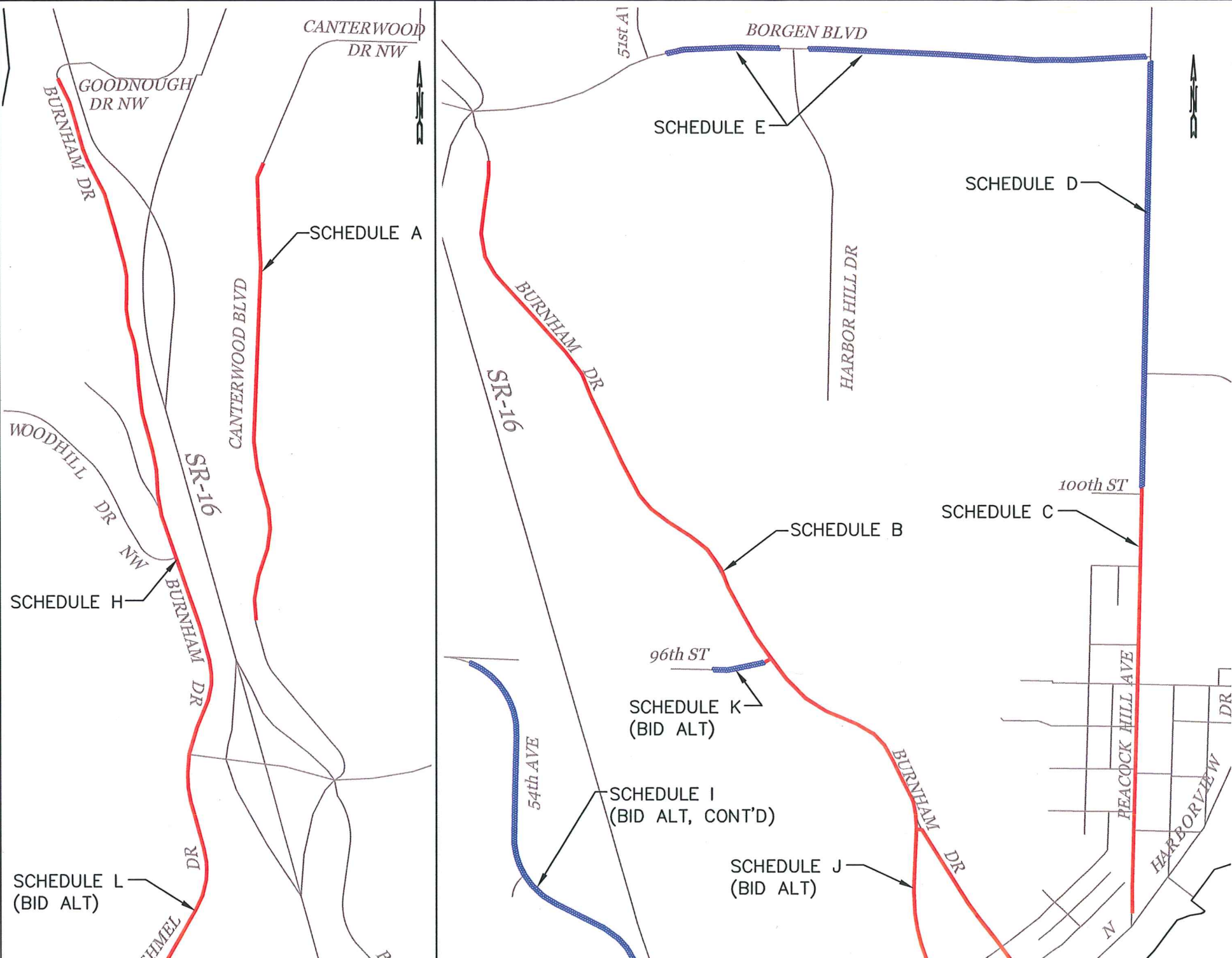
The City's Operations and Public Projects Committee has reviewed Staff's proposed pavement maintenance locations at the March 2012 meeting. The Committee requested Staff maximize the amount of roadway maintenance performed within the budget available.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to:

1. Award and execute a Public Works Contract with Miles Resources, LLC, in an amount not exceed \$1,564,674.45 for the award of all Bid Schedules (A through N) of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$75,000 to cover any cost increases that may result from contract change orders.
2. Execute a Consultant Services Contract with Cascade Testing Laboratories, Inc., for related materials testing in an amount not to exceed \$15,720 and authorize the City Engineer to approve additional expenditures up to \$1,500 to cover any costs increases.

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LEGEND

- BITUMINOUS SURFACE TREATMENT (BST)
- HOT MIX ASPHALT (HMA) OVERLAY

500 0 500 1,000
SCALE IN FEET

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSTRUCTION TESTING LABORATORIES, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in the 2012 Pavement Maintenance Project (CSP-1201) and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifteen Thousand Seven Hundred Twenty Dollars and No Cents (\$15,720.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. Indemnification.

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

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

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

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

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

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

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

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

10. 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

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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.

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

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

13. **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.

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

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

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

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

CONSULTANT:
Construction Testing Laboratories, Inc.
ATTN: Dennis Smith, Operations Manager
400 Valley Avenue NE, Suite 102
Puyallup, WA 98372
253-732-7575 email: denniss@ctlwa.com

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

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

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

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

CONSULTANT

By: 
Its: Michael Tolkuhn, President

CITY OF GIG HARBOR

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



**Construction
Testing Laboratories**

400 Valley Street
Suite 102
Puyallup, WA 98372
253-383-8778
fax 253-770-8232
www.ctlwa.com

May 7, 2012

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Attn: Jeff Langhelm

REF: **2012 Pavement Maintenance Project #CSP-1201**
Special Inspection & Testing Services

Dear Mr. Langhelm,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

SOILS:

• Soil Technician (Inspector).....	\$ 52.00/hr
• In-Place Density Tests.....	NO CHARGE
• Maximum Density-Optimum Moisture Determination Analysis.....	\$ 175.00/ea
• Sieve Analysis (Coarse & Fine Washed / C-117, C-136).....	\$ 150.00/ea
• Sand Equivalent (D-2419).....	\$ 85.00/ea
• Fracture Face County.....	\$ 70.00/ea

ASPHALTIC CONCRETE:

• Asphalt Technician (Inspector).....	\$ 52.00/hr
• In-Place Density Tests (Nuclear).....	NO CHARGE
• Extraction-Gradation Tests (C-117).....	\$ 225.00/ea
• Maximum Theoretical Density (Rice).....	\$ 110.00/ea
• Cold Feed Sample.....	\$ 335.00/ea

MILEAGE:

• Mileage.....	NO CHARGE
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**Construction
Testing Laboratories**

Exhibit B—Schedule of Rates and
Estimated Hours

Puyallup, WA 98372

253-383-8778
fax 253-770-8232
www.ctlwa.com

May 7, 2012

REF: **Pavement Maintenance Project #CSP-1201**
Special Inspection & Testing Services

ESTIMATED TOTAL COST:		
TYPE OF INSPECTION & TESTING	ESTIMATED COST	
Soils		
Approximately 36 hours compaction testing inspection	\$	1,872.00
Approximately 3 each proctor curves	\$	525.00
Approximately 5 each sieve analysis	\$	750.00
Approximately 3 each sand equivalents	\$	255.00
Approximately 3 each fracture face counts	\$	210.00
Approximate roundtrip mileage	\$	No Charge
ESTIMATED SOILS COSTS:	\$	3,612.00
HMA		
Approximately 144 hours compaction testing and inspection	\$	7,488.00
Approximately 12 each rice values	\$	1,320.00
Approximately 12 each extraction/gradation testing	\$	2,700.00
Approximately 6 each uncompacted void (cold feed)	\$	600.00
Approximate roundtrip mileage	\$	No Charge
ESTIMATED HMA COSTS:	\$	12,108.00
ESTIMATED TOTAL COST:	\$	15,720.00

Our estimated total cost to provide our services is **\$15,720.00**. Our proposal is based on testing for all schedules. Frequency of testing is in accordance with WSDOT standard specifications M41-10 and the project documents.

ADMINISTRATIVE:

All project management, clerical, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

BASIS OF CHARGES:

Three-hour minimum for inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.) Monday through Friday will be charge at 1.5 times the standards rate. Double time for Sundays and Holidays. Four-hour minimum for Weekends and Holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hours notice is required to schedule technician(s). Rush Laboratory Testing will be billed at 1½ times the applicable standard rate.

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)

Dennis Smith

Operations Manager
e-mail: denniss@ctlwa.com
cell # 253-732-7575
DMS / *aw*

CLIENT: City of Gig Harbor
PROJECT: 2012 Pavement Maintenance Project #CSP-1201
PROPOSAL: 01 / 2012 FEE SCHEDULE
DATE PROCESSED: 5-7-12

**2012 PAVEMENT MAINTENANCE PROJECT
CSP-1201**

PUBLIC WORKS CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 201_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Miles Resources, LLC, organized under the laws of the State of Washington, located and doing business at 400 Valley Ave. NE, Puyallup, WA 98372 hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract. The work generally consisting of repair and maintenance of asphalt concrete roadways within the City of Gig Harbor. More specifically, this work requires the repair of deteriorated sections of asphalt concrete roadway, placement of new roadway subgrade, placement of new hot mix asphalt, placement of single course bituminous surface treatment, roadway shoulder maintenance and other work, all in accordance with the attached Contract Documents called "2012 Pavement Maintenance Project, CSP-1201", the Special Provisions, and the Standard Specifications which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," for all Bid Schedules (A through N) and the sum of One Million Five Hundred Sixty Four Thousand Six Hundred Seventy Four Dollars and Forty-Five Cents (\$1,564,674.45), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2012 Standard Specifications for Road, Bridge, and Municipal

Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and the City of Gig Harbor Public Standards.

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

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

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 date
 City of Gig Harbor

 date
 Print Name: _____
 Print Title: _____

ATTEST:

 City Clerk
 date

APPROVED FOR FORM:

 City Attorney
 date