

Gig Harbor City Council Meeting

**June 10, 2013
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 10, 2013**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 28, 2013.
2. Receive and File: a) Building Code Advisory Board Minutes Jun 3, 2013; b) Lodging Tax Advisory Committee Minutes May 9, 2013; c) Lodging Tax Ad Hoc Committee Meeting May 23, 2013; d) City Council / Lodging Tax Advisory Committee Joint Worksession Minutes May 13, 2013.
3. Resolution No. 931 - Land Use, Engineering, Building Fee Schedule Update.
4. Lift Station No. 4A - Appraisal Services Contract.
5. Donkey Creek Project – Change Order No. 2.
6. Cushman Trail Project Phase 3 & 4 WSDOT Local Agency Standard Consultant Agreement / David Evans and Associates, Inc.
7. Approval of Payment of Bills Jun 10, 2013: Checks #72659 through #72757 in the amount of \$789,914.10.
8. Approval of Payroll for the month of May: Checks #6969 through #6994 in the amount of \$536,344.85.

OLD BUSINESS: None.

NEW BUSINESS:

1. Public Hearing and First Reading-Amending Gig Harbor Municipal Code Chapter 18.10-Flood Hazard Construction Standards.
2. Public Hearing and Resolution No. 932 Authorizing Two Development Agreements for the Bellesara Plat.
3. First Reading of Ordinance – Amendments to Title 15 Building and Construction Code.
4. Well No. 5 Rehabilitation Project – Small Public Works Contract Award.
5. Policy Consideration – Pilot Project for Field Reservations at Crescent Creek Park.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Open House – Rosedale Water Main Project: Wed., Jun 12th from 4-6:00 p.m.
2. Operations Committee: Thu. Jun 20th at 3:00 p.m.

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

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – May 28, 2013

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 13, 2013.
2. Liquor License Action: a) Renewals: Target, Puerto Vallarta, Round Table Pizza, and Julep Nail Parlor; b) Application: Lunchbox Laboratory.
3. Receive and File: a) Tacoma Narrows Airport Advisory Commission Meeting Summary Mar 14, 2013; b) Planning/Building Committee Minutes May 13, 2013; c) Planning Commission Minutes May 2, 2013.
4. Re-appointments to the Building Code Advisory Board.
5. Critical Area Review Consultant Services Contract – Grette Associates.
6. 2013 Asbestos Cement Water Main Replacement Project – Construction Contract Award.
7. Approval of Payment of Bills May 28, 2013: Checks #72538 through #72658 in the amount of \$488,914.42.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Perrow – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Interim Regulations on Food Trucks. Planning Director Jennifer Kester presented the background information for this ordinance that would allow food trucks within the city on a temporary, one year basis. She said that no concerns have been raised since the first reading.

MOTION: Move to adopt Ordinance No. 1262 as presented.
Ekberg / Payne – unanimously approved.

NEW BUSINESS:

1. West Central Puget Sound Local Integrating Organization – Appointment of an Alternate Representative. Councilmember Guernsey briefly described her involvement with this group that came about through the Puget Sound Partnership and regional water issues. Mayor Hunter said that the city became involved to protect our interest for the distribution of funding.

MOTION: Move to appoint Councilmember Michael Perrow as the alternate representative on the West Central Puget Sound Local Integrating Organization.
Young / Ekberg – unanimously approved.

STAFF REPORT:

Right of Way Proposal along North Harborview Drive. Public Works Director Jeff Langhelm reported on his continued efforts to work with Mr. Perrow on the discrepancies between the right of way boundaries from several surveys. He said that the city supports the results of the survey performed by Parametrix.

Councilmember Guernsey asked if RCW58.04.007 would be a way to help resolve the dispute on the boundaries. She voiced appreciation for the effort to work toward a solution for this challenging site.

City Attorney Angela Belbeck responded that it would apply; it's just a matter of coming together in agreement. She then explained that if there was a challenge on the ownership of the property where the current sidewalk is located, a legal determination would be required.

Mr. Langhelm said that he will continue discussions with Mr. Perrow and will come back with a proposal for Council review.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Joint Council / Planning Commission Worksession: Mon. Jun 3rd at 5:30 p.m.
2. Parks Commission – Wed. Jun 5 at 5:30 p.m.
3. Operations Committee: Thu. Jun 20th at 3:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 5:47 p.m.
Ekberg / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1011

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

Building Code Advisory Board

Meeting Minutes

Date: 6/3/2013 Time: 5:30PM Location: GH Civic Center P/B Conference Room
 Scribe: Patty McGallian

Members Present: Ken Snodgrass, Chair Jeff Stroud, Jim Zusy

Staff Present: Paul Rice, Building Official/Fire Marshal Patty McGallian, Permit Coordinator

Topic	Recommendation/Action	Follow-up (if needed)
Update to Board on Current Projects, HHA PFS, Lunchbox Lab, Domo Sushi, Jersey Mikes, Hunt Tower, Mallards Landing, Residential Plats	None	None
Update to Board regarding current levels of plan review including e-review. 80%	None	None
Update to Board, staffing levels. Then and now. 2007 v. 2013	None	None
Discussion on proposed / Possible Fee changes. a. Roofing b. Credit card surcharge	None	None
Title 15 Amendments/New Code Adoption	Recommend Council to Approve. Motion J. Stroud / Second J. Zusy Vote for: K. Snodgrass, J. Stroud, J. Zusy Opposed: None	Council Adoption

City of Gig Harbor
Community Development Dept.
3510 Grandview St.
Gig Harbor, WA 98335

Memo

Re: BCAB Preliminary Agenda

Date: 6/3/2013

1. Current projects

Harbor Hill Apartments, 200 lots, Herons Key

Point Fosdick Square, lunchbox laboratory, Domo Sushi, Jersey Mikes

Home Goods @ uptown

Hunt Tower,

Lodge @ mallards landing,

Lots of Plats all over town

2. E-review 80%

3. Staffing changes

The Daves

4. Proposed fee changes

a. Roofing

b. Credit surcharge

5. Title 15 Amendments

Lodging Tax Advisory Committee

May 9, 2013

Members Attending: Tom Drohan, Mona Sarrensen, Warren Zimmerman, Mary DesMarais, Laureen Lund, Tim Payne

Guests: Jill Guernsey, Chuck Hunter, Lindsey Munson, Denny Richards

Tim Payne called the meeting to order and reminded the group we had a brief discussion of US Open at our last Lodging Tax Committee and he had called this meeting to further explore what Gig Harbor should be doing for the US Open.

Laureen reported on the meeting that was held at Chambers Bay. Laureen suggested one area to focus on would be creating a frontline training program to serve as a concierge service.

Warren Zimmerman commented that people who are coming will be focused on the tournament and we may not see too much impact on local businesses. There was discussion on transportation and the need for it. Laureen reminded the group about the possible summer shuttle service Pierce Transit has said they will be starting in summer 2014. Working to expand that shuttle to serve the hotels and airport would be important. Making sure it is an attractive coach with advertising potential and not a beat up old bus or trolley.

Mayor eluded to borrow FTE for police and other staff. Mayor from an administration side we need to make sure we keep the streets clean and safe. Councilman Payne said his focus was to get long-range attention for the community.

Warren Zimmerman commented that the Open will be looking for lots of volunteers.

Tom Drohan wants to see Gig Harbor be "homebase" for the media. Also to try to attract the media to come on their "off" time for entertainment and leisure. Tom believes we should build a media center. Councilman Payne thinks we need to tap into a media expert and understand what will the media behavior likely be? Tom agrees the ticket is to find out how we can get on TV.

Everyone agreed working with the Tacoma Narrows Airport is important.

Mona says we can tap into Danny Sink who lives here and tap into it. He might be able to provide information.

Tom refocus on entry point being the airport. The pre-interview can take place at Skansie Park. If there was a pre-interview place in Gig Harbor there would be an opportunity.

Maybe a Welcome wagon for people as they arrive at the airport?

Councilman Payne paraphrased what he was hearing - four ideas emerging

1. Media center or hub

2. Getaway place for entertainment
3. Airport as entry point and focus
4. Community awareness and education

Laureen reminded again her biggest concern was infrastructure With regard Councilman Payne says to the Mayor we need to be planning parks, streets, abandoned home all the things that will be seen and how are we going to prepare the community. Mayor it makes since to get our parks cleaned up.

Discussion on possibly new banners, flower baskets, Warren maybe put up things a year ahead . Laureen added we are already working to upgrade signage.

Question regarding use of USGA logo. Could we possibly add to letterhead “proud supporter” US Open 2015? Laureen said she believed we will have access to logo down the road a bit.

Mayor said Pierce County was going to build a dock. No dock yet. Is there an opportunity to make a connection to Steilacoom. No pier. Tom has looked at trying to land at Steilacoom and van them up the hill. It’s a good hour plus to get across.

Tom Drohan suggested we resurrect the logo from the amateur which is already part of our brand. Everyone agreed it was a good logo and should be considered. Councilman Payne said he did not like the logo.

Mayor Hunter asked how will any of this be paid for?

Councilman Payne said this is the reason for the meeting – do believe this is something that is going to be above and beyond the type of activities normally done within the city . We have some great ideas so far, need to take and research what is our next action step. Warren asked are there other groups who might be doing what we are doing here in the community? Some were identified including; Rotary Kiwanis Tacoma Sports Commission, golf courses, Uptown and North, Herons Key, Terry Lee, media, airport, Jack Sutton, Pierce Transit

Tim committee cannot be too big. Wants to keep the committee small. Tim wants to make sure we are focusing on Gig Harbor the city. Laureen asked is this a city committee. Councilman Payne said he thought it was.

Mary DesMarais reminded everyone about how we did the netshed competition and had teaser ads for weeks. Gateway did this. We could get a message “brand’ that everyone is using the same messaging..

Councilman Payne said Jill Guernsey had a meeting with Bennish Brown of the Tacoma Convention and Visitor Bureau and some others from Gig Harbor, Tim asked if there was anything that came out of that meeting? Jill discussed the lasting affect getting people to come back after the event. We have learned that we are going to have to do it ourselves. We will need to sell it or get the coverage by the media. Do we need a promo piece about Gig Harbor that is specifically designed to entice the media?

Warren asked about the possibility of getting helicopter and have them fly over to emphasize Gig Harbor. In advance six months ahead of time. Maybe in 2014 as we prepare. Provide the media knowledge and media packet with two minute. Power of the media – not just broadcast but print and online.

Tim talked about agenda design and implementation strategy. General ideas for a media center, get away, port of entry, awareness campaign, community education, branding, broader interest to make this successful and make sure not duplicating.

Jill I would recommend that we bring Hunter George from Pierce County in to discuss a sizzle piece to entice media. Kati Wright asked how can we work the Kyle Stanley angle? Getting Kyle to be in the “sizzle” piece and introduce his home town. Councilman Payne wants to get other local celebrities too.

Discussion continued on a committee. Mayor thinks it needs to be separate from LTAC Committee. He does not want to bury the new marketing director with work. Councilman Payne said the committee needs a separate consultant to help build a strategy. We can't get to where we want to go without a professional to make it happen. Tom Drohan does not think it is that complicated and questions whether a consultant is needed.

Councilman Payne says if you want to play in the big leagues – if we are going to do something we need to think outside?? Councilman Payne said the Gig Harbor Marketing Director is not going to spearhead the effort. Tim a request for funding to proposal to the budget for a place the money to come from. Any funding that might be needed head of time.

Laureen asked again if this is going to be a city committee and if so doesn't the Mayor decide how the committee is developed? Councilman Payne said he thinks he knows a little bit about how a committee should be organized.

Mona Sarrensen said if LTAC funds are to be used to put heads in beds then residual exposure to Gig Harbor then why wouldn't we give it our best shot and use LTAC funds? None of us in this room knows how to make that happen to its fullest extent. Mayor the money doesn't come out of thin air? If its hundreds of thousands of dollars. Councilman Payne the council has shown itself to be prudent and if we came and asked for too much money? We shouldn't let anything limit our thinking at this point until we can formulate costs or vision. Tim suggest we need to reach out to some of these groups to see if something is already being done. Need to find that out first.

Mayor thinks we need to look at what we have available here for personnel as opposed to goes out to a consult. We need somebody who knows Gig Harbor. Jill Guernsey said we need an ad hoc committee appointed by the Mayor. Jill Guernsey suggested it would be great if Payne and Zimmerman could share the committee.

Before we form that committee. Find out if other groups who is interested?

Councilman Payne said he is likely to head in a consultant way. Mayor may well be right. Not tied to anyone to be a part of this effort.

Tim believed it should be a city driven committee. Maybe it needs to be discussed. Mona interested in doing discussing the question to talk to other communities that have experienced this? What are your experience afterward? Tim asked Mona to put together list of questions.

Warren – the other thing we have to be careful because we are such a small community. Very difficult to get a match.

Mona by early next week get the questions to committee. Mona suggest we every endeavor that hotels do we need to get a ROI we need to begin to see what other communities have experience. Don't want to hire a consultant if we are more capable than. Zimmerman will make the contacts for the local potentials for the committee. Bring list back to this committee first, then give to mayor. Mayor can decide.

Mona will send her list of questions to Laureen and Laureen will forward to committee.

Then the next steps will be decided. Cover the interest and then decide who will contact the other communities.

Councilman Payne asked for approval of the minutes from the April 25th meeting. Mary DesMarais moved to approve with correction to Mona Sarrensen's name. Mona Sarrensen second. Minutes approved.

Motion to adjourn Warren Zimmerman. Mary DesMarais second. Meeting adjourned.

Next meeting June 27th 7:30.



LODGING TAX AD HOC MEETING MINUTES

DATE: MAY 23, 2013

TIME: 2:00 pm

LOCATION: EXECUTIVE CONFERENCE ROOM

SCRIBE: Maria Tobin

MEMBERS PRESENT: Karen Scott, Kathy Franklin, Mary DesMarias, Councilmember Derek Young, Mayor Chuck Hunter, Lindsey Munson, Councilmember Tim Payne, Dave Rodenbach

STAFF PRESENT: Maria Tobin

INTRODUCTION

Karen opened the meeting with the following topics:

1. Background data on regional lodging trends
 - a. Karen circulated several handouts including background data on regional lodging trends (attached).
 - b. A second set of handouts compared eight other Washington municipalities who have incorporated a marketing department (attached)
 - c. A third set of handouts includes a 2012 year end report and the 2013 marketing plan
 - d. Moving on to Gig Harbor's lodging tax report, provided by Dave Rodenbach, Gig Harbor's lodging tax collected for first quarter have increased by an average 8.9% for the first quarter 2013. This is in line with the Pierce County economy in terms of occupancy rates.
2. Identify the market Gig Harbor can become a destination for
 - a. Karen opens the forum for suggestions from the LTAC committee to identify possible markets not already being considered in the 2013 marketing plan.
 - b. The committee talks about Gig Harbor's down-season and possible attractions to add during this time to boost overnight stays. Lindsey Munson suggested that all travel destinations with specific attractions still struggle with a down season. She also brings up that during Gig Harbor's high season, the Wesley Inn cannot always accommodate all the groups that want to stay in the Gig Harbor. She feels the main focus of these discussions should be to come up with attractions for travelers to bring to Gig Harbor during seven months normally considered to be the down season. Tim disagrees with only focusing on the off-season. He believes a continued focus should remain for year-round attractions. Mary shared her results of a zip code survey performed by downtown businesses in November and August and the results indicated a 30% downturn of outside customers coming in from November as compared to August in the tertiary market (includes Tacoma and Kitsap Peninsula).

Derek asks what events could the City could support to bring in travelers during the down season.

- i. Lindsey suggests indoor and outdoor activities or competitions/ tournaments Discussions took place as to whether Pen Met Parks could support such tournaments. Derek mentions that there are couple other problems with our fields because they are too spread out for a larger regional draw. GH is already limited in the space that it does have for locals and for a larger draw would be cumbersome. A partnership with Pen Met Parks was also suggested as a possible strategy. Discussion follows.
- ii. Tim suggests the Sportsman Club as a possible attractor for overnight stays. Also regattas, yacht club events. Kathy agrees that Sportsman Club might be a great avenue to look into for overnight travelers.
- iii. Mona mentioned a bowling alley (if constructed) would be another ideal venue to hold such tournaments in the off-season.
- iv. Lindsey comments that a huge business boost in hotel stays for the Wesley Inn has been due to men's, women's and couples retreats. Karen offered up information from a travel seminar, National Tour Association, in which she attended and she has learned that travel groups are getting smaller (groups of 5-15 people). Faith based traveler, agritourism and other specific tours because they have more money to spend on short trips and smaller groups.
- v. Kathy brought up 7 Seas as an example of a must see for Gig Harbor and suggested that we get information out to the greater Washington area on specific attractions that Gig Harbor has to offer.
- vi. Mayor Hunter suggested visiting the Microsoft campus to find out what groups are currently interested in that may attract them as a group to Gig Harbor for the weekend. The Heritage Distillery has gotten group visits, in the past, from Microsoft.
- vii. Derek asked about the committee's intention to get involved with the Go West tour planner's summit February 24-27. Several members of the committee confirmed. Karen stated that she had already gone to Dupont to hear their kick-off presentation. Derek also asked if tour operators are a possible market what more could the group be doing to prepare for the meeting.
- viii. Lindsey suggested preplanning tour ideas in Gig Harbor and making those suggestions to possible tour companies. Karen suggested a side attraction alongside the summit to educate interested tour operators on Gig Harbor attractions.
- ix. Derek suggested working with the Washington Society of Association Executives meeting in June as they plan conferences.
- x. Tim asked if local races in the Gig Harbor affect overnight stays. Most hoteliers feel as if races have little significance on overnight stays.
- xi. Mona brought up a cruise that has been birthed from Seattle to Poulsbo that does not stop in Gig Harbor. A suggestion would be to make Gig Harbor a stop on these tours. Karen agrees and suggests farm to fork dinners are a

great attractor. Karen adds that Brix 25 and Peace of the Earth Farms put on these events already.

- xii. Kathy recommends marketing Gig Harbor as a hub for other tours that include main attractions such as Rainier, Bremerton, and Poulsbo. Mona comments that in order to do this, we must inform potential visitors as to the vicinity of Gig Harbor to Tacoma.
- xiii. Mona points out that in all articles written on traveling to Gig Harbor, there is never a mention that Gig Harbor has two hotel conference centers which she feels is a major asset when booking potential conferences for overnight stays. She feels that in the media coverage Gig Harbor has received recently, the leisure traveler appeal has been represented but the opportunity to connect with the corporate traveler or tour groups was missed. Tim suggests having a preassembled tour and media kit available for travel writers. We have media kits available and disperse them frequently.
- xiv. Derek brought up pixel set kiosks for visitor information. Karen will follow up with TRCVB.
- xv. Tim suggests leveraging the "star power" of Gig Harbor to include Josh Lucas, Matthew Willard, Kyle Stanley into a video or 15 sec video or online presence. Karen can pursue through Film Fest contacts.
- xvi. Tim suggests a greater marketing effort to get on national lists for tourism. Karen can pursue through involvement with GO WEST.
- xvii. Derek suggests appropriation for the marketing budget being reconfigured and possibly incorporating more general funds into the budget that indirectly promotes overnight stays in Gig Harbor. Tim agrees to Derek's suggestion so as to free up LTAC monies for direct marketing campaigns.
- xviii. Event planning such as weddings and memorials was suggested as another way to draw in overnight stays

3. Identify tasks currently providing value to the marketing efforts (year-end report)

Tim restructured the question so the LTAC could decide whether they felt each strategy affected tourism or community or neither so as best to appropriate funds.

- a. Social media -This was agreed to have a greater effect on the local community in terms of educating locals on the happenings and news that effects GH citizens.
- b. Broadcast - Several members agreed that the 15 second video was not identifiable to Gig Harbor. Mona suggests to make a new video broadcast more iconic to Gig Harbor. They believe it needs to include the mountain, bridges and proximity to Tacoma should be mentioned. Tim suggests spending the additional money to have a professional put together a new video
- c. Print- Karen asks the committee how they feel about the current print ad strategy in Sunset Magazine. Lindsey believes print is very valuable if it's attracting the right market. The idea of new ad design could be explored. Several new ad locations were brought up in the forum:

- i. Alaska Air-print-Mona brings up that the Puget Sound is their home base. Mona suggested fly fishing and golfing as a focus for ad campaigns in male targeted magazines.
 - ii. AAA magazine
 - iii. Journey magazine
 - d. Visitor Information-Visitor Guide was agreed to be an invaluable asset to the marketing strategy
 - e. Website-Kathy doesn't like the layout of the current website. Tim said he found it cumbersome. Mary said she found it hard to find events. Calendar of events could be revamped because it's difficult to find specific events.
 - f. Tim suggested that it would be useful information to know how much resources are currently being appropriated to various tasks and marketing strategies by percentage and then have a further discussion if that should be restructured.
 - i. Kathy readdresses the 15 second video and it is agreed on by Derek and Tim that the video should be redone and funded from both general funding and LTAC dollars.
 - ii. Tim and Derek feel that general fund dollars should be contributed to marketing efforts especially media relations, outside the efforts for tourism.
 - g. City Map-Mona suggested that they have more detail on the city maps as they are requested and passed out very frequently to their guests at the INN at Gig Harbor. We have a large supply – reprint will be one or two years out.
4. Examples of organizations operating similar to Gig Harbor
- a. Karen passed out a handout that shows several Washington Municipalities that have marketing departments and the details of marketing efforts in exchange for what is budgeted. Several Washington cities have a marketing department partly or fully funded by General Funds
 - b. Kirkland has modeled their marketing efforts after the City of Gig Harbor because they saw the value in it. Karen will take suggestions brought up in this meeting and apply them to strategies both in 2013 and 2014 and future discussions will take place regarding how much time is allotted to community versus tourism efforts.

Meeting adjourned 4:10 pm

Respectfully submitted,

Maria Tobin

MARKET CLOSE UP

In most Washington markets, hotel occupancy rates have recovered to pre- recession levels. The most rapid recovery was achieved in the urban areas. In terms of room prices, hotel owners and managers remain cautious about the economic recovery. Average room rates have increased in and near Seattle, but have shown minimal growth elsewhere in the region.

HOTEL PERFORMANCE

For hotels in peripheral markets, the recovery has been more gradual. **Occupancy improved by about 2% in Kitsap and South King Counties, and by 1% or less in Eastern Washington.** In the Puyallup market, where modest growth in demand was more than offset by additions to supply, the occupancy rate declined.

**data courtesy Kidder Mathews
Hotel Research Report June 2012**

Area Review

Hotel Performance

MARKET	TIER	ROOM OCCUPANCY		
		2011	2012(est)	Change
Seattle CBD	Luxury	76.7%	77.0%	0.4%
Seattle South Lake Union	Upscale	74.4%	76.0%	2.2%
SeaTac	Upscale	75.5%	76.0%	0.7%
Eastgate/Issaquah	Upscale/Midprice	69.8%	76.0%	8.9%
Kent/Tukwila	Upscale/Midprice	68.2%	70.0%	2.6%
Puyallup/South Tacoma	Midprice	65.2%	63.0%	-3.4%
Bremerton/Silverdale	Midprice	61.8%	63.0%	1.9%
Bellingham	Midprice	74.7%	75.0%	0.4%
Spokane Valley	Overall	55.4%	56.0%	1.1%
Pullman/Moscow	Overall	65.0%	65.0%	0.0%
Clarkston/Lewiston	Overall	64.9%	63.0%	-2.9%
Sample Average		68.3%	69.1%	1.1%

courtesy hmghotelsblog.com

June 27, 2012

Occupancy Rate in the State of Washington

- In Washington, from May of 2011 to May of 2012, the occupancy rate increased from 63.3% to 65.1%, a year over year gain of **2.9%**.

[Hotel occupancy, room rates increase in September in Pierce County](#)

Post by [C.R. Roberts](#) / The News Tribune on Nov. 9, 2012 at 1:24 pm |

The hotel occupancy rate in the Tacoma area rose **5.5 percent in September**, the highest increase statewide save for Northwest Washington, where the rate rose 9.6 percent. Statewide, the rate rose 1.1 percent compared to September 2011.

In September in the Tacoma area, 76.8 percent of rooms were taken, up from 72.8 percent the year before, according to a monthly report compiled by Bellevue hospitality consultant Wolfgang Rood.

Hotels in the Spokane and Eastern Washington region reported the state's greatest decrease in September occupancy, down 5.1 percent. Downtown Seattle and the Sea-Tac area reported gains of less than 1 percent.

The average cost of a room in Pierce County, \$106.92 in September, was up 0.5 percent from the \$106.34 reported in 2011. The statewide average rate, \$130.77, was up 2.8 percent. All regions in the state reported an increase in rates, Rood said. With 77.1 percent of rooms taken, the statewide occupancy rate in Oregon increased 1.2 percent over 2011. The average daily room rate statewide, \$104.51, was up 5.7 percent.

Data courtesy blog.thenewstribune.com/business/2012/11/09/hotel-occupancy-room-rates-increase-in-september-in-pierce-county

Pierce tourism activity reported for Q1

May 15, 2013 - 10:30 AM

data courtesy Tacoma Regional CVB Q1 Report

First quarter results from Tacoma Regional Convention and Visitor Bureau show an estimated economic impact of \$340,347 just for the 2,220 room nights booked by its destination sales team.

Average hotel occupancy around Pierce County is up over first quarter last year and the average daily rate for reporting hotels gained **5.5 percent** from 2012. The overall lodging tax revenues collected have risen 8.5 percent in the first quarter.

Municipality	Population/ Budget	Position	Funding for Salary	Comments
City of Sumner	9,562/ \$116,000	Communications Director	General Fund & Utilities (cost allocation)	Primary contact for electronic and print media. Oversees publications, press releases, advertising, internal communications
City of Sequim	6,645/ \$229,000	Communications & Marketing Director	Lodging Tax	Position implements programs relating to marketing, tourism, public communications and community relations. Enhances the cities image through media relations
City of Auburn	\$71,517/ \$150,000	Tourism Marketing Director	Lodging Tax	Position is with the Auburn Area Chamber of Commerce on behalf of the City of Auburn
City of Poulsbo	9,336/ \$93,000	Director, Parks & Rec	General Fund	City position to manage the grant program. Priorities are tourism (economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs) & tourism promotion
City of Tumwater	17,671/ \$384,000	Communications & Marketing Specialist	85% General Fund, remaining water, sewer, storm, golf	Position generates overall communication plan, produces newsletters, brochures, press releases, contact for media
City of Kirkland	49,755/ \$479,856	Econ Dev Manager	Lodging Tax	City staff (3) is split amongst the econ dev program and the city tourism program (see attached)
City of Olympia	47,266/ unknown	Communications Manager	General Fund	Staff person serves as liaison for tourism service contracts
City of Fife	9,281/ \$445,000	Econ Dev & Marketing Program Manager	Lodging Tax	Position priorities include trade shows, and marketing, managing contracts for organizations like the TRCVB, Sports Commission, and local Chamber attending trade shows with them and support their larger marketing efforts, supporting the larger economic picture, with the goal of strengthening and growing Fife's economy and tax base



GIG HARBOR CITY COUNCIL Marketing Department Worksession MINUTES

DATE: May 13, 2013
TIME: 6:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Hunter and Councilmembers Payne, Malich, Perrow, Guernsey, Young, and Ekberg.
STAFF PRESENT: Denny Richards, Laureen Lund, Mary Ann Gillespie, David Rodenbach, and Molly Towslee.
LTAC MEMBERS: Sue Braaten, Mona Sorensen, and Warren Zimmerman

INTRODUCTION

After roll call, Mayor Hunter opened the meeting.

Councilmember Payne explained that he contacted other communities to find out how they handle marketing and the lodging tax revenue; the question is how we are going to address marketing going forward because it's not a core function service of the city. He explained that he met with each LTAC member and received a clear message that they aren't happy with the way the program is being run, and so those opinions are what have led to this discussion.

Mayor and Councilmembers discussed the following topics:

- Leavenworth's marketing concept is unique; and came about to save the town from dying.
- The contact group is a "mixed bag."
- Gig Harbor is doing well.
- What we are trying to fix?
- There is a nexus between economic development and LTAC.
- Few cities have marketing departments. Outside private / non-profits groups used, providing flexibility and robust programs.
- Unsure of ability to measure results; one of the issues here.
- Comparables should be cities with a more urban environment rather than isolated, stand-alone areas.
- Several jurisdictions spend significant budget money on personnel for marketing services, whether through contract with local CVB or Chamber of Commerce. That hasn't been attractive to our hoteliers in the past.
- We have to decide whether we want to control or be a "pass-through" for the budget.

The hoteliers were then asked to comment.

Mona Sorensen – Inn at Gig Harbor, said in reviewing the information that she saw fun events but no emphasis on creating events to get people to stay overnight. What they want is to fill the hotels, which also benefits the restaurants and shops.

Sue Braaten – Wesley Inn, agreed with the comment of wanting things that will keep people in town overnight.

When asked what these things might be, the following suggestions came forward:

- Athletic competitions
- Bike Runs
- Hot Air Balloons
- Something that starts on Friday and concludes with the big event on Sunday
- Any attraction that keeps them in town more than one day
- Race for a Soldier
- Beer Festival
- Retreats / Conferences
- Golfing
- Promoting Gig Harbor as “special”

Council then discussed whether we are spending our LTAC dollars effectively:

- 50-59% of the LTAC revenues go toward salaries.
- Some of that is used to promote and bring in outside writers and media.
- What are those dollars getting us? Hoteliers not seeing the return.
- Going to spend those dollars either in-house or with a contract marketing firm or agency.
- Port Townsend spends less but has an effective program; staff should take a look.
- Again, these places are stand-alone destinations. Not a good comparison to Gig Harbor because of its location; easy to go back home rather than stay the night.
- Find the best program in place and learn from their practices.
- Define our goal then listen to the LTAC group to see if we agree with their direction, then close the gap.
- It's a tax with parameters on how it's spent.
- Loss of control if we contract out service. Someone needs to monitor.
- Fixed-term contract services with multiple agencies; may have identifiable deliverables.
- Already contract with CVB, Sports Commission, but still need someone to manage the contracts.

Ms. Braaten and Ms. Sorenson responded with these comments:

- Not sure how much time the current Marketing Director spends on monitoring contracts.
- If you want to know what the hoteliers want...then ask.
- Hotels are limited in size so the RFPs need to take that into consideration.
- Not suggesting more contribution to CRV; we need the relationship but they don't offer much for our market.
- Receiving lots of good public relations from Lauren's efforts.

- They need a person to focus on going out and selling Gig Harbor, geared to what we have to offer.
- Partnering with the hotels.
- Competition between hotels is good.

Councilmember Payne asked them if they are happy with the amount of LTAC funds being used to promote tourism in the community.

Ms. Braaten responded saying no, and that has been the concern for years is the portion that goes elsewhere. Ms. Sorensen agreed. Warren Zimmerman said this has been the common concern the past few years he has served on the committee. That and how can we improve the number of people coming to stay. Ms. Sorensen added that for the amount of money being spent, she can't believe there isn't an appreciable growth in the occupancy.

Councilmember Malich brought up the success of the volunteer efforts in Leavenworth and compared that with the Maritime Gig. He explained that the Marketing Department doesn't have anything to do with that event other than advertising and marketing it, and yet it's very successful. Without that support you would be doing all the marketing yourselves.

Mr. Zimmerman said that the chamber is the one marketing that event and Laureen Lund added that the city markets the Gig the same as every other event under the umbrella of marketing Gig Harbor as a whole.

Councilmember Payne advised that no one is drawing any conclusions; we should be listening to our committee of educated business owners who says it's not working the way they think it should. He said that the 2014 Budget is the time to respond to these concerns and discuss ways to improve the process to get effective use of the tax dollars.

City Administrator Richards said that the Marketing Department has done a wonderful job of selling Gig Harbor, and we just need to connect the piece that adds overnight stays.

Councilmember Payne was asked if he has any options on the table. He responded no, but the best thing to do is have an Ad Hoc committee made up of LTAC members, City Councilmembers and staff that can meet to find out what works, then report back to council and propose possible solutions for 2014.

Councilmember Guernsey said that she isn't focusing on LTAC or on the Marketing Department. She emphasized that we haven't identified who Gig Harbor is a destination for, or what Gig Harbor should be. She said that it makes sense that we should be a destination for small group gatherings, conferences, and athletic events, and we also know that we want to be a gathering place for our local citizens who love this place and want to celebrate this town. She asked if this is all we should be doing. She stressed that we have this fantastic harbor, but we do *nothing* for the boaters; which is a huge segment. Regardless of where the dollars come from, we need to identify what we want to do and then figure out how to do it, she said. Some of it could come

from LTAC, but not necessarily that portion that doesn't have to do with lodging. She asked how we can work tourism in to that.

Councilmember Young concurred, saying that's the job of a marketing person or group to find our target audience and to listen to the hoteliers; but how to implement it is the decision. You first have to have a vision and then someone to implement it, whether in-house or not.

Councilmember Payne agreed, saying his suggestion for the Ad Hoc Committee was to come back with two or three options for deliverables and council can agree to it, or not. He added that Council could also say they want to leave it as is, but said that he doesn't think we have enough information to come to an educated conclusion.

Council discussed the upcoming budget process and the need to move forward before then. It was also determined that the discussion about lodging tax dollars is all about putting people in the hotels.

Laureen Lund agreed that the boating population has been left out because the focus was shifted elsewhere, but as we look at other sources of revenue, it can be expanded to include this important asset. The water is one of the things that draw people to Gig Harbor.

Councilmember Guernsey mentioned that we need a fuel facility and expanded dock, and other amenities for boaters. Although the problem with hotels won't be solved by this, it's all part of the larger picture that we should all be part of, including downtown revitalization.

Mayor Hunter suggested a list of things such as improved infrastructure for sporting events.

Mr. Zimmerman stressed that the hoteliers expertise isn't marketing and that is what is needed; that is what Councilmember Payne is getting at with contacting other cities to find out what we should be doing to get heads in beds.

Councilmember Payne continued to explain that the LTAC Committee wants the city to look at the way the money is being spent and to suggest alternatives approaches to present to Council to decide how to move forward. He then added that the hoteliers have been getting together with the Marketing Department for years.

Councilmember Kadzik commented that there are two choices...leave it as is, or to explore the possibility of changing the program with the suggestions of the Ad Hoc Committee. He said that we've had good results with Ad Hocs before, even though council doesn't always go with their recommendations. Everyone agreed to move ahead with the Ad Hoc Committee for recommendations for 2014, and leaving the currently marketing department as is, with Karen Scott as Director.

Result of request for marching orders for the Ad Hoc Committee:

- Look at ways to bring the right kind of business to town.
- How to allocate resources and in what direction.
- NOT asking the city to find more events.

- Look at alternatives to how we spend LTAC dollars to market and promote tourism.
- Figure out a working model, then allow the Marketing Director, or a sub-contractor, or the Visitor's Bureau to work with the city to market heads in beds.

Councilmember Payne stressed that this isn't about fixing or solving a marketing issue; it's about a dissatisfied committee on how LTAC money is being spent.

Ms. Sorensen said that we know Gig Harbor and its assets, but we want to get info out to right size groups who want to come and experience what we have. She said primarily market to group meetings who stay overnight, and have experiences during their leisure time that cause them to come back.

Mr. Zimmerman said that if you are putting together an Ad Hoc committee to study marketing, the Chamber has zero interest in that. Ms. Braaten said that they just want options.

Suggestions for the Ad Hoc Committee:

Sue Braaten, Warren Zimmerman, Kathy Franklin, Mona Sorensen, Tim Payne, Derek Young, and Mary DesMarias.

There were no further comments; the worksession adjourned at 7:25 p.m.



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

Subject: Resolution – Land Use, Engineering, Building Fee Schedule Update

Proposed Council Action: Approve Resolution No. 931

Dept. Origin: Planning

Prepared by: Jennifer Kester, Planning Director *JK*

For Agenda of: June 10, 2013

Exhibit: Resolution

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

CUA 6/3/13
R 6/3/13
email 5/31/13
JK 6/3/13
JK 6/3/13

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

The Planning Department is proposing the following minor updates to the fee schedule. The Public Works and Building Departments did not identify any needed changes at this time.

1. To waive the fee for design review of landscape and parking lot amendments when minor site plan review applications are also required. Charging both design review and site plan review fees (approximately \$900.00 total) often exceeds the actual cost of the typical review. Waiving the design review fee would make the fee proportionate to the work done - \$550.00.
2. To clarify that special flood hazard area habitat assessment reports, a requirement from FEMA, are reviewed through by critical area consultant and the applicant is charge actual cost of review. This is consistent with other critical area report review costs.
3. To add a small fee for the review of food trucks under the interim regulations. In the development of permanent regulations, this \$100 fee may be modified to reflect actual review time.
4. To clarify that no hearing examiner deposit is required to appeal an administrative decision. Appellants which do not prevail in appeal are billed the cost of the hearing examiner's time.

The Public Works, Building and Planning departments will review the fee schedule at the end of 2013 to determine if any changes are necessary for 2014.

FISCAL CONSIDERATION

Any change in permit fee revenue from this update will be minimal, if any, and depend upon the amount of development activity.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

Move to: Approve Resolution No. 931

RESOLUTION NO. 931

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING FEES FOR LAND USE APPLICATIONS AND PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES; AND COPY SERVICE FEES; AND REPEALING RESOLUTION NO. 911 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES.

WHEREAS, the City of Gig Harbor has established land use, engineering, building permit and other development review fees by Resolution; and

WHEREAS, the Gig Harbor City Council has requested that development services departments evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and

WHEREAS, the last update to the Land Use, Building Permit and Engineering fees was approved in September 10, 2012 in Resolution No. 911; and

WHEREAS, the revised fee schedule reflects the City's increased costs relating to the processing of applications, inspecting and reviewing plans, investigating hazardous conditions or preparing detailed statements pursuant to chapter 43.21C RCW; and

WHEREAS, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable service and application fees; NOW, THEREFORE,

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

Section 1. The City Council hereby repeals Resolution No. 911 and adopts the Land Use, Engineering, Building Fee Schedule attached as Exhibit "A" and incorporated herein by this reference.

PASSED by the City Council this 10th day of June, 2013.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk: 06/03/13
Passed by City Council: 06/10/13
Resolution No. 931

Exhibit "A"

CITY OF GIG HARBOR
LAND USE, ENGINEERING, BUILDING
FEE SCHEDULE

A. LAND USE PERMIT APPLICATION FEES

When a development proposal involves two or more permits listed in 3 through 14 below being consolidated and processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, building/fire fees, third party review fees and the fees listed in 1 and 2, and 15 through 24 below are not subject to the 50% reduction. The fees below are paid at submittal of application and include public notice fees; see section F for required deposits and fees incurred during the review process.

1) Amendment to Comprehensive Plan		
a) Map Amendment		\$3,550.00
b) Urban Growth Area Adjustment		\$3,550.00
c) Text Amendment		\$3,550.00
2) Amendments to Municipal Code		
a) Zoning District Boundary		\$3,475.00
b) Text		\$3,550.00
c) Height Restriction Area Amendment		\$3,475.00
3) Conditional Use Permit		
a) Single-family / Accessory Dwelling Unit		\$900.00
b) Nonresidential/Multiple-family in existing building		\$1,450.00
c) New Nonresidential / Multiple-family Dev.		\$3,500.00
*Above fees include \$130.00 for Building/Fire review		
4) Variance/Interpretation		
a) Single-family Variance		\$875.00
b) Non-Single-family Variance		\$1,325.00
c) Administrative Variance		\$525.00
d) Interpretation		\$550.00
*Above variance fees include \$98.00 for Building/Fire review		
5) Site Plan Review and Landscape Plans		
a) Major Site Plan Review		
New use or building – Combined Total		\$ 4,760.00
Planning	\$ 3,400.00	
Building/Fire	\$ 260.00	
Engineering	\$ 1,100.00	
Existing/approved site plan modifications/expansions – Combined Total		\$ 2,980.00
Planning	\$ 2,150.00	
Building/Fire	\$ 130.00	
Engineering	\$ 700.00	
Modification of conditions of approval – Combined Total		\$ 1,830.00
Planning	\$ 1,250.00	
Building/Fire	\$ 130.00	
Engineering	\$ 450.00	

Regional stormwater ponds – Combined Total		\$ 1,700.00
Planning	\$ 1,250.00	
Engineering	\$ 450.00	
b) Minor Site Plan Review		
Change in use		\$ 100.00
Changes to GFA/impervious surface – Combined Total		\$ 1,098.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 450.00	
Changes to landscaping/common areas/vegetation retention areas/parking lot layout with no impervious surface change		\$ 550.00
Demolition		\$ 100.00
Changes to stormwater facilities – Combined Total		\$ 1,000.00
Planning	\$ 550.00	
Engineering	\$ 450.00	
Changes to Conditions of Approval		\$ 550.00
Rapid Charging Stations/ <u>Food Trucks</u>		\$ 100.00
c) Alternative Landscape Plan		\$ 550.00

6) Planned Residential District (PRD)

(Exclusive of Subdivision fees)

a) Preliminary PRD – Combined Total		\$ 3,900.00
Planning	\$ 3,250.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PRD		\$ 1,100.00
c) Major PRD Amendment – Combined Total		\$ 1,930.00
Planning	\$ 1,100.00	
Engineering	\$ 700.00	
Building/Fire	\$ 130.00	
d) Minor PRD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	

7) Planned Unit Development (PUD)

(Exclusive of subdivision fees)

a) Preliminary PUD – Combined Total		\$ 3,900.00
Planning	\$ 3,250.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PUD		\$ 1,100.00
c) Major PUD Amendment – Combined Total		\$ 1,930.00
Planning	\$ 1,100.00	
Building/Fire	\$ 130.00	
Engineering	\$ 700.00	
e) Minor PUD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	

8) Performance Based Height Exception	\$1,423.00
Planning	\$1,325.00
Building/Fire	\$ 98.00
9) Transfer of Density Credit Request	\$ 550.00
10) Subdivisions	
a) Preliminary Plat – Combined Total	\$ 5,875.00 + \$ 55.00/lot
Planning	\$ 3,475.00 + \$ 55.00/lot
Engineering	\$ 2,075.00
Building/Fire	\$ 325.00
b) Minor Preliminary Plat Revisions – Combined Total	\$1,648.00
Planning	\$ 1,100.00
Building/Fire	\$ 98.00
Engineering	\$ 450.00
c) Final Plat – Combined Total	\$ 2,875.00 + \$ 55.00/per lot
Planning	\$ 1,250.00 + \$ 55.00/per lot
Engineering	\$ 1,625.00
d) Plat Alterations/Vacations – Combined Total	\$ 2,123.00
Planning	\$ 1,325.00
Building/Fire	\$ 98.00
Engineering	\$ 700.00
11) Short Subdivisions and Boundary Line Adjustments	
a) Preliminary Short Plat Approval – Combined Total	\$ 2,610.00
Planning	\$ 1,250.00
Engineering	\$ 550.00
Building/Fire	\$ 260.00
b) Final Short Plat Approval – Combined Total	\$ 750.00
Planning	\$ 550.00
Engineering	\$ 200.00
c) Boundary Line Adjustment – Combined Total	\$ 773.00
Planning	\$ 550.00
Engineering	\$ 125.00
Building/Fire	\$ 98.00
12) Binding Site Plans	
a) Binding Site Plans – Combined Total	\$ 3,473.00
Planning	\$ 1,800.00
Engineering	\$ 1,575.00
Building/Fire	\$ 98.00
b) Amendment/Modification/Vacation – Combined Total	\$ 765.00
Planning	\$ 700.00
Building/Fire	\$ 65.00
13) Shoreline Management Permits	
a) Substantial Development (based upon actual costs or fair market value, whichever is higher)	
< \$10,000	\$ 1,325.00
> \$10,000 < \$100,000	\$ 2,400.00
> \$100,000 < \$500,000	\$ 3,475.00
> \$500,000 < \$1,000,000	\$ 5,650.00
> \$1,000,000	\$ 8,375.00
b) Variance	\$ 3,475.00
c) Conditional Use	\$ 3,475.00

- d) Revision \$ 1,325.00
- e) Request for Exemption \$ 575.00

14) Communications Facilities Application Review

- a) General Application Review – Combined Total \$ 840.00
 - Planning \$ 775.00
 - Building/Fire \$ 65.00
- b) Special Exception \$ 550.00
- c) Conditional Use \$ 3,475.00

15) Wetlands/Critical Areas Analysis

- a) City staff review:
 - Steep Slopes/Erosion Hazard/Landslide Hazard \$ 550.00
 - Critical Habitat/Streams \$ 550.00
 - Aquifer Recharge Hydrogeologic Report \$ 550.00
 - Critical Areas Preliminary Site Investigation \$ 550.00
 - Critical Areas Report/Mitigation Review \$ 550.00
 - Reasonable Use Permit \$ 1,625.00
 - Variance \$ 1,625.00
 - Flood Plain Development
 - i) Flood Hazard Permit \$ 100.00
 - ii) Elevation Certificate Review \$ 450.00
- b) Third Party review:
 - Critical areas analysis report Actual Cost
 - Critical areas mitigation/monitoring report Actual Cost
 - Special flood hazard area habitat assessment Actual Cost

16) Design Review

- a) Administrative Approval/DRB Recommendation/Exceptions:
 - Nonresidential and Multifamily
 - Up to 10,000 sq. ft. gross floor area (GFA) \$ 90.00/each 1,000 sq. ft.
 - 10,001-20,000 sq. ft. GFA \$ 115.00/each 1,000 sq. ft.
 - >20,000 sq. ft. GFA \$ 143.00/each 1,000 sq. ft.
 - Subdivision \$ 650.00
 - Site plans with no buildings/GFA \$ 650.00
 - Single-family/duplex dwelling \$ 150.00
- b) Administrative Review of Alternative Designs:
 - Single-family/duplex dwelling \$ 425.00 for first 2 alternatives requested + \$140.00 for each additional.
 - Tenant Improvement \$ 700.00 for first 2 alternatives requested + \$275.00 for each additional.
- c) Amendments to existing or approved plans/buildings: (Fees below are cumulative based on the type of revisions)
 - Minor Adjustment to Hearing Examiner Decisions \$700.00
 - Revisions to parking, landscaping, site amenities, ~~subdivision~~ \$ 350.00*
 - Revisions to existing or approved building 25% of fees required by 16a above based on the GFA of the building being revised with a minimum of \$350.00 for each building revised
 - Revisions to single-family/duplex dwelling \$ 75.00

Revisions to subdivision **\$ 350.00**

** Fee for revisions to parking, landscaping, site amenities not collected if design review permit is processed concurrently with minor site plan review.*

17) Sign Permits

a) All signs less than 25 sq. ft.	\$ 45.00
b) Change of Sign, all sizes	\$ 45.00
c) Request for Variance	\$ 550.00
d) Projecting	\$ 75.00
e) Wall Sign, non-illuminated:	
25-50 sq. ft.	\$ 75.00
51-99 sq. ft.	\$ 100.00
>100 sq. ft.	\$ 120.00
f) Wall Sign, illuminated:	
25-50 sq. ft.	\$ 90.00
51-99 sq. ft.	\$ 110.00
>100 sq. ft.	\$ 130.00
g) Ground Sign, non-illuminated:	
25-50 sq. ft.	\$ 110.00
51-100 sq. ft.	\$ 130.00
h) Ground Sign, illuminated:	
25-50 sq. ft.	\$ 130.00
51-100 sq. ft.	\$ 155.00
i) Master Sign Plan Review (per Building)	
1 - 5 Tenants	\$ 110.00
6 - 12 Tenants	\$ 165.00
13+ Tenants	\$ 220.00

18) Development Agreements

a) Development Agreements – Combined Total	\$ 1,800.00+ City Attorney fees
Planning	\$ 1,300.00+ City Attorney fees
Engineering	\$ 500.00
b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects	
Combined Total	\$ 6,830.00+ City Attorney fees
Planning	\$ 5,200.00+ City Attorney fees
Engineering	\$ 1,500.00
Building/Fire	\$ 130.00

19) Special Use Permit

Planning	\$ 55.00	\$ 120.00
Building/Fire	\$ 65.00	

20) Temporary Use Permit

Planning	\$ 55.00	\$ 120.00
Building/Fire	\$ 65.00	

21) Land Clearing Permit

\$ 275.00

22) Nonconforming Use and Structure Review

a) Nonconforming use review	\$ 700.00
b) Changes from one nonconforming use to another	\$ 1,325.00
c) Nonconforming structure review	\$ 700.00

23) Historic Preservation

- a) Local Register Nomination/Removal \$ 110.00
- b) Certificate of Appropriateness/Waiver \$ 110.00
- c) Special Property Tax Valuation \$ 110.00

24) Appeals/Reconsideration

- a) To the Hearing Examiner:
 - Reconsideration \$ 165.00
 - Administrative Variance \$ 275.00
 - Administrative Decision \$ 275.00

Note: Appellants who substantially prevail on appeal as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals.

- b) To the Building Code Advisory Board: \$ 550.00

B. ENVIRONMENTAL REVIEW (SEPA)

- 1) Checklist \$ 425.00

2) **Environmental Impact Statement**

- a) Prepared by Staff Actual Cost
- b) Prepared by Consultant Actual Cost

3) **Appeals of Decisions**

- a) Administrator's Final Determination (DNS or EIS) \$ 275.00

Note: Appellants who substantially prevail on appeal as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals.

C. ANNEXATION PETITION

- 1) **Notice of Intent to Commence Annexation** \$ 500.00

2) **Annexation Petition** (once accepted by Council)

- a) Less than 10 acres \$ 1,295.00
- b) 10 - 50 acres \$ 2,195.00
- c) 50 - 100 acres \$ 3,195.00
- d) 100 + acres \$ 5,195.00

*Above fees include \$195.00 for Building/Fire and \$500 for Public Works review

- 3) **Enumeration** actual cost with deposit

D. REQUESTS FOR INFORMATION

- 1) Land-use information, verbal No Charge

- 2) Land-use information, written response requested related to active permit No Charge

E.	<u>STAFF PREAPPLICATION REVIEW</u>	\$ 585.00
	(includes a written summary of the meeting)	
	Planning	\$ 325.00
	Building/Fire	\$ 130.00
	Public Works	\$ 130.00

F. INVOICED FEES AND DEPOSITS:

- 1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay \$800.00 prior to staff commencing review of each additional submittal.

- 2) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.

- 3) **Hearing Examiner Fees:** For those applications which require a public hearing, the applicant shall bear all the costs of the hearing examiner for the public hearing. The applicant shall deposit \$1,000.00 at time of application to cover hearing examiner costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. In the case of appeals, the appellant shall only pay hearing examiner cost if the appellant does not prevail. No deposit is required for appeals.

- 4) **Attorney Fees:** For those applications for a development agreement, the applicant shall bear all the costs of the city attorney for review of the development agreement. The applicant shall deposit \$1,000.00 at time of application to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

- 5) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.

- 6) **Annexation Enumeration Deposit:** An applicant shall pay for the actual cost of annexation enumeration if approved. Prior to adoption of an ordinance annexing property, the applicant shall deposit an amount determined by the Planning Director, based on the size and expected population, to be used for enumeration by the city. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. If the annexation petition is denied, the deposit will be refunded.

G. COPY SERVICES/ADDRESS LABELS

1)	Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$ 6.80
2)	Zoning Code	\$ 49.00
3)	Comprehensive Plan	\$ 35.00
4)	Shoreline Master Program	\$ 15.00
5)	Critical Areas Map (24"x 36")	\$ 6.80
6)	Visually Sensitive Area (24"x 36")	\$ 6.80
7)	Design Manual (GHMC 17.99)	\$ 22.00
8)	Full Size Bond Reproduction (By Outside Service)	Charge by outside service+\$ 5.00
9)	Full Size Bond Reproduction (In House)	\$ 6.80 each
10)	8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies No charge for first 50 copies	\$ 0.15 each
11)	8-1/2" x 11", 8-1/2" x 14 & 11" x 17" Color Copies No charge for first 50 copies	\$ 0.20 each

- 13) Scanned documents for electronic records request B&W \$ 0.05 each
No charge for first 50 copies
- 14) Scanned documents – Color \$ 0.10 each
No charge for first 50 copies
- 15) Copy of existing CD or burning documents to CD \$ 1.00 each
- 16) Address labels of property owners within 300 feet of project
included in permit fees

H. FEE REIMBURSEMENTS

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after any public notice issued.	85%
Request to withdraw application after 1 st comprehensive review of project	50%
Request to withdraw application after 2 nd comprehensive review of project, issuance of staff report or SEPA threshold determination	35%
Request to withdraw application after 2 nd comprehensive review of project, or following a public hearing or issuance of administrative decision	0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

I. UTILITY EXTENSION REQUEST \$ 560.00

J. ENGINEERING FEES

Traffic Report Preparation

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

Tier	PM Peak Hour Trips	Traffic Report Preparation Fee
I	>2 up to 50	\$ 1,815
II	51 - 150	\$ 3,025
III	151 - 300	\$ 6,050
IV	301 - 750	\$ 9,075
V	>750	\$ 9,075 plus \$25 per trip over 750

Engineering Permit Fees:

Public Works Variance	\$ 1,330.00
Public Works Variance – Building/Fire Review	\$ 98.00
Actual or Projected Sewer Use Review	\$ 1,330.00
Sewer Exception Review	\$ 750.00
Building Review-Single Family Residence (SFR)	\$ 98.00
Building Review-Tenant Improvement w/Change in use	\$ 180.00
Encroachment (Administrative and Inspection)	\$ 250.00
Encroachment (Temporary)	\$ 30.00
Right of way / Vacation – Building/Fire	\$ 98.00
Water CRC (Non-SFR)	\$ 90.00
Sewer CRC (Non-SFR)	\$ 90.00
Transportation CRC (Non-SFR)	\$ 90.00
Comprehensive Plan Change (Utility Element)	\$ 1,330.00 (plus consultant fees)
Utility System Consistency Review	\$ 1,330.00 (plus consultant fees)
Banner installation/removal fee	\$ 100.00
(in addition to Right of way (Temporary) fee)	
Fire Hydrant Indemnification Processing Fee	\$ 1,330.00
Fire Hydrant Indemnification Processing Fee – Building/Fire Review	\$ 98.00

Engineering Plan Review Fees:

Water: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ 120.00 for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ 165.00 for each facility
Lighting (per luminare)	\$ 135.00 plus \$10.85 per luminare
Signals	\$ 555.00 per intersection
Encroachment Permit	\$ 50.00
Civil Permit Review – Building/Fire	\$ 325.00

Additional Resubmittal Review Fees: The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

Engineering Construction Inspection Fees:

Water: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: residential step system	\$ 210.00 for each residence
Street	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Curb, gutter and sidewalk only	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Storm	\$ 145.00 per retention area + \$0.60/lf pipe
Lighting (per luminaire)	\$ 145.00 + \$16.48 per luminaire
Signals	\$ 1,140.00 per intersection
Grease interceptor permit	\$ 500.00

Grading Plan Review Fees	
100 Cu. Yds. or less	\$ 32.97
101 to 1000 Cu Yds.	\$ 50.98
1,001 to 10,000 Cu. Yds.	\$ 68.32
10,001 to 100,000 Cu. Yds.	\$68.32 for the first 10,000 plus \$34.16 each additional 10,000 or fraction thereof.
100,001 to 200,000 Cu. Yds.	\$368.78 for the first 100K plus \$18.97 for each additional 10,000 or fraction thereof.
200,001 Cu. Yds. or more	\$549.92 for the first 200,000 plus \$10.85 for each additional 10,000 or fraction thereof.
Grading Permit Fees	
100 Cu. Yds. or less	\$50.98
101 to 1000 Cu. Yds.	\$50.98 for the first 100 Cu. Yds. plus \$24.95 for each additional 100 Cu. Yds or fraction thereof.
1,001 to 10,000 Cu. Yds.	\$266.28 for the first 1,000 Cu. Yds. plus \$20.07 for each additional 1,000 Cu. Yds. or fraction thereof.
10,001 to 100,000 Cu. Yds.	\$444.16 for the first 10,000 Cu. Yds. plus \$91.11 for each additional 10,000 Cu. Yds. or fraction thereof.
100,001 Cu. Yds or more	\$1,257.10 for the first 100,000 Cu. Yds. plus \$50.98 for each additional 10,000 Cu. Yds. or fraction thereof.

K. BUILDING PERMIT FEES

**Table 1-1
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$96.00 for the first \$2,000.00 plus \$21.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$535.00 for the first \$25,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$880.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,358.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,420.00 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,666.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$119.00
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	\$55.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	70% of the plan review fee calculated under T 1-1 for new construction.

Table 1-2
Square Foot Construction Costs^{a,b,c}

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
A-2	Assembly, nightclubs	142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm.. halls, libraries museums	145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	N.P.
H-2-4	High hazard	83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	143.92	138.99	135.25	129.76	119.05	139.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	242.62	237.35	232.88	226.52	212.47	N.P.	221.57	200.06	N.P.
I-3	Institutional, restrained	165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3
Plumbing Permit Fees**

Permit Issuance

1. For issuing each permit \$28.00

Unit Fee Schedule (in addition to items 1 above)

- | | |
|---|----------|
| 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore) | \$10.00 |
| 2. For each building sewer and each trailer park sewer | \$21.00 |
| 3. Rainwater Systems - per drain (inside building) | \$10.00 |
| 4. For each private sewage disposal system | \$55.00 |
| 5. For each water heater and/or vent | \$10.00 |
| 6. For each gas-piping system of one to five outlets | \$ 8.00 |
| 7. For each additional gas-piping system outlet (per outlet) | \$ 3.00 |
| 8. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps | \$21.00 |
| 9. For each installation, alteration, or repair of water piping and/or water treating equipment, each | \$10.00 |
| 10. For each repair or alteration of drainage or vent piping, each fixture | \$10.00 |
| 11. For each private landscape irrigation system on any one meter including backflow protection devices therefore. | \$ 10.00 |
| 12. For each atmospheric-type vacuum breakers not included in item 11: | \$ 2.00 |
| 13. For each backflow protective device other than atmospheric-type vacuum breakers: | \$20.00 |
| 14. For each gray water system | \$55.00 |
| 15. For initial installation and testing for a reclaimed water system (excluding initial test) | \$42.00 |
| 16. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas | \$69.00 |
| 17. For each additional medical gas inlet(s)/outlet(s) | \$ 8.00 |

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

Table 1-4
Mechanical and Fuel Gas Permit Fees

Permit Issuance

1. For issuing each permit \$ 34.00

Unit Fee Schedule (in addition to issuance fee above)

2. HVAC units	\$ 22.00
3. Each appliance vent or diffuser without appliance	\$ 11.00
4. Repair of each appliance & refrigeration unit	\$ 19.00
5. Each boiler / compressor	\$ 22.00
6. Each air handler	\$ 16.00
7. Each VAV box	\$ 16.00
8. Each evaporative cooler other than portable type	\$ 16.00
9. Each ventilation fan connected to a single duct	\$ 11.00
10. Each ventilation system not part of a system under permit	\$ 16.00
11. Each hood served by mech. exhaust system including the ductwork	\$ 16.00
12. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	\$ 16.00
13. Each fuel gas piping system of one to five outlets	\$ 8.00
14. Each additional fuel gas outlet	\$ 3.00
15. Propane tank installation	\$ 66.00

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5
Fire System Permit Fees**

Type of Fire Protection System	Fees (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam. (first 4 zones)	\$472.00 plus \$2.00 per device
Additional zones	\$ 60.00 ea. plus \$2.00 per device
Tenant Improvement	\$354.00 plus \$2.00 per device
Additional Zones	\$ 60.00 plus \$2.00 per device
Residential (1-2 fam. dwellings)	\$190.00 plus \$2.00 per device
Sprinkler supervision/notification only	\$201.00 plus \$2.00 per device
System upgrade/panel replacement	One half the above listed fees for new work.
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$ 207.00+4.00/head
2. Each wet riser over 99 heads	\$578.00
3. Each dry riser over 99 heads	\$718.00
4. Each new deluge or pre-action system	\$718.00
5. Each new combination sprinkler/standpipe system including a single riser	\$931.00
6. Sprinkler underground	\$149.00
7. Revision to existing system	\$66.00+3.00/head
8. For each electronic permit for installation/relocation of not more than 10 heads and not involving installation/modification of branch or main piping.	\$ 66.00
9. High piled stock or rack system	
Add to riser fee	\$371.00
NFPA 13D systems	
1. Per dwelling unit fee	\$298.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system	\$286.00
Wet system	\$409.00
2. Each new Class 2 system	\$495.00
3. Each new Class 3 system	\$495.00
Fire Pumps	\$898.00
Type I Hood Suppression Systems	
1. Pre-engineered	\$234.00
2. Custom engineered	\$409.00
Fixed Pipe Fire Suppression	
1. Pre-engineered	\$248.00
2. Custom engineered	\$569.00

**Table 1-6
Additional Services**

1.	Inspections outside of normal business hours	\$ 66.00/hr ¹
2.	Reinspection fee	\$ 66.00/hr
	Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 nd reinspection = \$132.00; 3 rd reinspection = \$264.00 etc.)	
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	\$ 66.00/hr
5.	Fire Code Operational Permit Inspection	\$ 66.00/hr
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$ 66.00/hr
7.	Temporary Certificate of Occupancy	\$ 236.00
8.	Certificate of Occupancy for change in use	\$ 66.00/hr
9.	Adult Family Home licensing inspection	\$ 66.00/hr
10.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	\$ 66.00/hr ¹
13.	Fire flow test	\$130.00
14.	Appeal of directors decision to BCAB	\$130.00

¹ A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7
Fire Code Operational and Construction Permit Fees**

Operation	Fee
Aerosol Products	\$ 66.00
Amusement Buildings	\$ 66.00
Aviation Facilities	\$130.00
Carnivals and fairs	\$ 66.00
Battery systems	\$130.00
Cellulose nitrate film	\$ 66.00
Combustible dust producing operations	\$ 66.00
Combustible fibers	\$ 66.00
Exception: Permit not required for agricultural storage	
Compressed gases	\$ 66.00
Exception: Vehicles using CG as a fuel for propulsion See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for: placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall; display of liquid or gas fired equipment in the mall; use of open flame or flame producing equipment in the mall.	\$ 66.00
Cryogenic fluids	\$ 66.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading. See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	\$ 66.00
Exhibits and trade shows	\$ 66.00
Explosives	\$198.00
Fire hydrants and valves	\$ 66.00
Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids	\$132.00
In accordance with IFC 105.6.17	
Floor finishing	\$ 66.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$ 66.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$ 66.00
Hazardous materials	\$ 66.00
See IFC T. 105.6.21 for permit amounts	
HPM facilities	\$132.00
High piled storage	\$132.00
In excess of 500 sq. ft.	
Hot work operations	\$ 66.00
In accordance with IFC 105.6.24	
Industrial ovens	\$ 66.00
Lumber yards and woodworking plants	\$ 66.00
Liquid or gas fueled vehicles or equipment	\$ 66.00
In assembly buildings	

**Table 1-7
Fire Code Operational and Construction Permit Fees - cont.**

LP Gas	\$132.00
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	\$ 66.00
Miscellaneous combustible storage	\$ 66.00
In accordance with IFC 105.6.30	
Open burning	\$ 66.00
Exception: Recreational fires	
Open flames and torches	\$ 66.00
Open flames and candles	\$ 66.00
Organic coatings	\$ 66.00
Places of assembly	\$ 66.00
Private fire hydrants	\$ 66.00
Pyrotechnic special effects material	\$ 66.00
Pyroxylin plastics	\$ 66.00
Refrigeration equipment	\$ 66.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$ 66.00
Rooftop heliports	\$ 66.00
Spraying or dipping	\$ 66.00
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	\$ 66.00
Temporary membrane structures, tents and canopies	\$ 66.00
Except as provided in IFC 105.6.44	
Tire re-building plants	\$ 66.00
Waste handling	\$ 66.00
Wood products	\$ 66.00
 Required Construction Permits	
Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	\$132.00
Hazardous materials	\$132.00
Industrial ovens regulated under IFC Ch. 21	\$132.00
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$132.00
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.12	Included in Op. Permit Fee



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

Subject: CSSP 1304 Lift Station 4
Replacement Appraisal – Consultant Services
Contract with Stephen Shapiro Commercial
Appraisal, LLC

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with Stephen Shapiro Commercial Appraisal, LLC, in an amount not exceed \$5,000.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: June 10, 2013

Exhibits: Consultant Services Contract
Scope and Fee

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

CLH 6/6/13

R 6/5/13

APPROV VIA E-MAIL 6/4/13

6-5-13

6/5/13

6/5/13

Expenditure Required	\$5,000.00	Amount Budgeted	\$2,510,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

At the April 2, 2013 Executive Session, Council requested that the City conduct an appraisal of the alternate lift station site location near Skansie Park. The contract provides for a complete property appraisal of this property and the corresponding completion appraisal report.

FISCAL CONSIDERATIONS

Sufficient funds exist within the project sewer capital fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Consultant Services Contract with Stephen Shapiro Commercial Appraisal, LLC, in an amount not exceed \$5,000.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STEPHEN SHAPIRO COMMERCIAL APPRAISAL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Stephen Shapiro Commercial Appraisal, LLC, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the replacement of Lift Station 4 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 Five Thousand Dollars and No Cents (\$5,000.00) 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 shall not bill at rates in excess of the fee shown in **Exhibit A**, 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 July 10, 2013; 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 per occurrence. All policies and coverages shall be by an 'A' rated

company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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: City of Gig Harbor
Stephen Shapiro Commercial Appraisal, LLC ATTN: Stephen Misiurak

ATTN: Stephen Shapiro, MAI
PO Box 11757
Bainbridge, Island, WA 98110
(206) 819-2053 (cell)
(206) 855-1090 (Office)
stephen@stephenshapiromai.com

City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

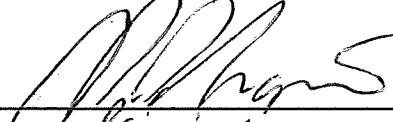
16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit 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: Principal

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

From: Stephen Shapiro, MAI [mailto:stephen@ssappraiser.com]
Sent: Friday, May 24, 2013 2:07 PM
To: Whitaker, Maureen
Cc: Misiurak, Steve
Subject: RE: Contract for Appraisal Services

Hi Maureen;

Per my meeting with Steve and our phone conversation, I will provide a full narrative appraisal for eminent domain purposes that complies with the Uniform standards of Professional Appraisal Practice (USPAP). The fee is \$5,000 and I can complete it within 30 days of your authorization to commence work.

When you send me the insurance requirements I will contact my provider and get you what you need.
Steve

Stephen Shapiro Commercial Appraisal, LLC
P. O. Box 11757
Bainbridge Island, WA 98110
Direct: (206) 855-1090
Cell: (206) 819-2053
Email: stephen@ssappraiser.com
Web Site: <http://www.ssappraiser.com>



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

Subject: (CPP 0914) Donkey Creek Restoration and Transportation Improvements Project – Contract Change Order No. 2 – Unsuitable Soil with Detectable Levels of Petrochemicals (Schedule C)

Proposed Council Action: Authorize the Mayor to execute Contract Change Order No. 2 with MidMountain Contractors, Inc. in an amount not to exceed \$ 16,853.25 for a revised total contract amount of \$3,058,908.46.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E. *EAA 6.5.13*

For Agenda of: June 10, 2013

Exhibit: Contract Change Order No. 2
Change Order Request from Contractor dated May 2, 2013

	Initial & Date
Concurred by Mayor:	<i>AK 6/6/13</i>
Approved by City Administrator:	<i>R 6/5/13</i>
Approved as to form by City Atty:	Per email 6-4-12
Approved by Finance Director:	<i>FR 6-5-13</i>
Approved by Department Head:	<i>AK 6/5/13</i>
Approved by Public Works Dir.:	<i>AK 6/5/13</i>

Expenditure Required	\$ 16,853.25	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The Donkey Creek Restoration and Transportation Improvements Project was awarded to MidMountain Contractors, Inc. on November 13, 2012 in the amount of \$3,020,451.90. On April 22, 2013, Contract Change Order No. 1 was authorized by council in the amount of \$21,603.31, bringing the current total contract amount to \$3,042,055.21. The revised contract amount if Contract Change Order No. 2 is authorized will be \$3,058,908.46.

On April 16, 2013, while excavating for storm improvements along Harborview Drive (Schedule C work), the contractor encountered potentially contaminated soil. The trench spoils exhibited noticeable gasoline odor as the crew was working. The contractor advised the City and protected the potentially contaminated soils until tests could be performed to determine the appropriate handling and disposal. The test results revealed the presence of contamination that mandated special handling and disposal at a specifically designated landfill. The City provided a Waste Disposal Authorization that directed the disposal of the trench spoils. This resulted in additional time and costs to the contractor until the issue was resolved on April 30, 2013.

MidMountain Contractors, Inc. has submitted a request for a change order in the amount of \$16,853.25 detailing the additional costs and impacts attributable to the handling and disposal of the soil. This request has been reviewed by the City and it corresponds with the field notes and observations collected by City staff. Staff has been in contact with legal counsel who has forwarded a Notice of Liability to the property owner on behalf of the City (in accordance with MTCA and RCW 70.105.040). The Notice of Liability contained a request for reimbursement. City staff intends to pursue the reimbursement request to the fullest extent possible under Washington State law, if it should become necessary.

FISCAL CONSIDERATION


This change order was necessitated by migration of petrochemicals from an adjacent site into City right-of-way. Reimbursement has been requested from the potentially liable person and will be pursued to the fullest legal extent. Once the reimbursement is received, there will be no fiscal impact to the project budget.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute Contract Change Order No. 2 with MidMountain Contractors, Inc., in amount not to exceed \$16,853.25, including retail sales taxes, for a revised total contract amount of \$3,058,908.46.

Date: 6/3/2013	 GIG HARBOR <small>"THE MARITIME CITY"</small>	City of Gig Harbor Public Works Department Contract Change Order	CCO # 2 Page 1 of 1																						
<input checked="" type="checkbox"/> Order by Engineer under terms of Section 1-04.4 of Standard Specifications <input type="checkbox"/> Change Proposed by Contractor		Project No.: CPP-0914 Project Name: Donkey Creek Restoration and Transportation Improvements Contractor Name: MidMountain Contractors Inc. Kirkland, WA																							
When this contract change order has been approved by the Public Works Director, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">Description of Changes</th> <th style="width:10%;">Unit</th> <th style="width:10%;">Qty</th> <th style="width:10%;">Unit Price</th> <th style="width:10%;">Decrease in Contract</th> <th style="width:10%;">Increase in Contract</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <table style="width:100%; border: none;"> <tr> <td style="width:15%;">Bid Item</td> <td style="width:85%;">Bid Item Description</td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </table> <p style="font-size: small;">This change order compensates the contractor for additional work associated with potentially contaminated soils first encountered on April 16, 2013. These costs are documented in a letter submitted by the contractor dated May 2, 2013. The costs submitted have been reviewed and they correspond to the City's records.</p> </td> <td style="text-align: center; vertical-align: middle;">N/A</td> <td style="text-align: center; vertical-align: middle;">N/A</td> <td style="text-align: center; vertical-align: middle;">N/A</td> <td style="text-align: center; vertical-align: middle;">\$0.00</td> <td style="text-align: center; vertical-align: middle;">\$16,853.25</td> </tr> <tr> <td colspan="4" style="text-align: right; padding: 5px;">Totals =</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$16,853.25</td> </tr> </tbody> </table>				Description of Changes	Unit	Qty	Unit Price	Decrease in Contract	Increase in Contract	<table style="width:100%; border: none;"> <tr> <td style="width:15%;">Bid Item</td> <td style="width:85%;">Bid Item Description</td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </table> <p style="font-size: small;">This change order compensates the contractor for additional work associated with potentially contaminated soils first encountered on April 16, 2013. These costs are documented in a letter submitted by the contractor dated May 2, 2013. The costs submitted have been reviewed and they correspond to the City's records.</p>	Bid Item	Bid Item Description	N/A	N/A	N/A	N/A	N/A	\$0.00	\$16,853.25	Totals =				\$0.00	\$16,853.25
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Bid Item	Bid Item Description																								
N/A	N/A																								
Totals =				\$0.00	\$16,853.25																				

This Change Order revises the time for substantial completion by:
 _____ 0 working day increase. _____ 0 working day decrease. X no change in working days.

Acceptance of this Change Order constitutes full and complete acceptance of all listed items, and of all known or anticipated changes or claims for contract adjustment (time and money)

ACCEPTED: _____ 6/15/13
 Contractor Signature Date

APPROVED: _____ 6/4/13
 Surety Signature, when required Date

APPROVED: _____ 6/4/13
 Stephen T. Misiurak, PE, City Engineer Date



Office Address
825 Fifth Avenue
Kirkland, WA
98033

Mailing Address
P.O. Box 2909
Kirkland, WA
98083-2909

Telephone
(425) 202-3600

Fax
(425) 202-3610

May 2, 2013

Serial Letter #013

Emily Appleton, Senior Engineer
City of Gig Harbor
3610 Grandview Street
Gig Harbor, WA 98335

Reference: Donkey Creek Restoration & Transportation Improvements Project
CPP-0914 MMCI #122214
Subject: RFCO #007 - Contaminated Soils Schedule C

Ms. Appleton,

MidMountain Contractors, Inc. (MMCI) presents this Request For Change Order (RFCO) in accordance with DIVISION 1 of the Contract General Requirements, Section 1-04.4 CHANGES.

On April 16, 2013 while excavating for proposed new CB14 located at STA 118+19, MMCI encountered potentially contaminated soil based upon field screening performed by our work crew. The trench spoils had a gasoline odor. MMCI protected the potentially contaminated soils while the City of Gig Harbor had the soils characterized to determine the appropriate handling and disposal. The soil samples revealed levels of Oil requiring the soils to be disposed of at a landfill. The City of Gig Harbor provided a Waste Disposal Authorization and directed MMCI to dispose of the spoils at LRI. With General Contractor markup MMCI requests a Change Order for additional compensation in the amount of \$16,853.25 for the impacts resulting from the Contaminated Soils. Please see the attached Force Account backup in support of this pricing.

Should you have any questions or require any additional information to process this RFCO, please contact me at 425-766-3974.

Respectfully,

Bill James
Project Manager
MidMountain Contractors Inc.

DAILY FORCE ACCOUNT REPORT

Project: (CPP 0914) Donkey Creek Restoration and Transportation Improvements Project

Date of Work: 4/16/2013

Contractor: MidMountain Contractor, Inc.

Reference (RFI, FO, CO, etc.): Field Order GH-010

Description of Work: Cover and Protect Suspect Contaminated Soil & Pothole for Soil Samples

Bid Item No. and Description: C-01

No.	Equipment Description	Hours	Rate/Hour	Amount
1	MH 116 - PC78	1	\$ 42.87	\$ 42.87
1	MH 115 - PC138	1	\$ 73.20	\$ 73.20
1	MP 144 - 1 Ton Flatbed Pick Up	2	\$ 50.80	\$ 101.60
1	MF-67 Loader	1	\$ 61.67	\$ 61.67
1	4x16 Trench Box	1	\$ 182.00	\$ 182.00
1	8x20 Steel Road Plate	1	\$ 34.00	\$ 34.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

No.	Labor Description	Hours	Rate/Hour	Amount
1	Foreman Laborer	2	\$ 50.14	\$ 100.28
1	Laborer	3	\$ 46.98	\$ 140.94
1	Operator	2	\$ 58.71	\$ 117.42
1	Operator	1	\$ 58.71	\$ 58.71
1	Foreman Operator	1	\$ 62.14	\$ 62.14
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Material or Other Description	Unit	Unit Cost	Amount
Plastic Sheeting	1	\$ 129.00	\$ 129.00
Straw Waddles	60	\$ 4.00	\$ 240.00
O'Neil Enviromental Consultant	1	\$ 100.00	\$ 100.00
			\$ -

Description	Amount	Markup	Total
LABOR	\$ 479.49	29%	\$ 618.54
EQUIPMENT	\$ 495.34	21%	\$ 599.36
MATERIAL/OTHER	\$ 469.00	21%	\$ 567.49
Today's TOTAL:			\$ 1,785.39

Submitted:

Bill James 5/1/13

Contractor Authorized Signature and DATE

Bill James

Printed Name

Received:

Owner Authorized Signature and DATE

Printed Name

By my signature above, I certify under penalty of perjury that the information above is true and correct to the best of my knowledge.

O'Neill Service Group, LLC

O'Neill Service Group, LLC
2000 124th Avenue NE, Suite B109
Bellevue, WA 98005

(425)429-7800
denniso@oneillsg.com

Invoice

Date	Invoice #
05/01/2013	1516
Terms	Due Date
Net 30	05/31/2013

Bill To
Bill James MidMountain Contractors, Inc. 825 Fifth Avenue Kirkland, WA 98033 US

Amount Due	Enclosed
\$100.00	

Please detach top portion and return with your payment.

Activity	Quantity	Rate	Amount
• Environmental Consulting- Scott Darst	1	100.00	100.00
Total			\$100.00



DAILY FORCE ACCOUNT REPORT

M 37877

LOCATION <i>Harbor View DR (sewer excavation)</i>										JOB NO. <i>122214</i>	
DESCRIPTION OF WORK <i>7' deep cover & protect suspect contaminated soil & pet hole</i>											
OWNER <i>COGH</i>						PHASE CODE		DATE <i>04-16-13</i>			
LABOR NAME	CRAFT	GRADE	STRAIGHT TIME		OVERTIME		AMOUNT	MISCELLANEOUS ALLOWANCE			
			HOURS	RATE	HOURS	RATE					
<i>Troy Snodlin</i>	<i>Em/Hub</i>		<i>2</i>								
<i>Keith Lunden</i>	<i>1/16</i>		<i>3</i>								
<i>Carlos Perez</i>	<i>op</i>		<i>2</i>								
<i>Guy Keith</i>	<i>op</i>		<i>1</i>								
<i>Adnan Snge</i>	<i>op Em</i>		<i>1</i>								
							PERCENTAGE ADDITION %				
							TOTAL LABOR \$				
SUPPLIES AND MATERIALS DESCRIPTION					QUANTITY	UNIT	PRICE	AMOUNT			
<i>Plastic sheeting 20x100</i>					<i>1 EA</i>						
<i>Straw waddles</i>					<i>(60')</i>						
							PERCENTAGE ADDITION %				
							TOTAL MATERIALS \$				
EQUIPMENT	MID MOUNTAIN NO.	HOURS WORKED	RENTAL RATE	AMOUNT	EQUIPMENT RENTED	HOURS WORKED	RENTAL RATE	AMOUNT			
<i>PO 78</i>	<i>MH116</i>	<i>1</i>									
<i>PO 138</i>	<i>MH115</i>	<i>1</i>									
<i>4x16</i>	<i>72x90 BOX</i>			<i>Stand by</i>							
<i>Bx20</i>	<i>51x116</i>			<i>Stand by</i>							
<i>MP144</i>	<i>1-7N</i>	<i>2</i>									
<i>MH100</i>	<i>MH67</i>	<i>1</i>									
PERCENTAGE ADDITION %					PERCENTAGE ADDITION (if applicable) %						
TOTAL EQUIPMENT - INTERNAL \$					TOTAL EQUIPMENT - RENTED \$						
SUBCONTRACTOR/WORK DESCRIPTION			INVOICE NO.	AMOUNT PER INVOICES	SUMMARY						
					TOTAL LABOR						
					TOTAL EQUIPMENT MIDMOUNTAIN						
					TOTAL EQUIPMENT RENTED						
					TOTAL MATERIALS						
					TOTAL SUBCONTRACTOR						
PERCENTAGE ADDITION %					TOTAL FORCE ACCOUNT \$						
TOTAL SUBCONTRACTOR \$											
MIDMOUNTAIN CONTRACTORS REPRESENTATIVE <i>Ken B...</i>					CLIENT'S REPRESENTATIVE <i>[Signature]</i>						

DAILY FORCE ACCOUNT REPORT

Project: (CPP 0914) Donkey Creek Restoration and Transportation Improvements Project

Date of Work: 4/22/2013

Contractor: MidMountain Contractor, Inc.

Reference (RFI, FO, CO, etc.): Field Order GH-010

Description of Work: Cover Contaminated Spoil Pile & Clean Contaminated Ground Water

Bid Item No. and Description: C-01

No.	Equipment Description	Hours	Rate/Hour	Amount
1	MP 144 - 1 Ton Flatbed Pick Up	1	\$ 50.80	\$ 50.80
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

No.	Labor Description	Hours	Rate/Hour	Amount
1	Foreman Laborer	2.5	\$ 50.14	\$ 125.35
1	Operator	1	\$ 58.71	\$ 58.71
1	Operator	1	\$ 58.71	\$ 58.71
1	Foreman Operator	1	\$ 62.14	\$ 62.14
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Material or Other Description	Unit	Unit Cost	Amount
Sandbags	20	\$ 1.65	\$ 33.00
Diapers	25	\$ 2.00	\$ 50.00
			\$ -
			\$ -

Description	Amount	Markup	Total
LABOR	\$ 304.91	29%	\$ 393.33
EQUIPMENT	\$ 50.80	21%	\$ 61.47
MATERIAL/OTHER	\$ 83.00	21%	\$ 100.43
Today's TOTAL:			\$ 555.23

Submitted:

Bill James 5/1/13

Contractor Authorized Signature and DATE

Bill James

Printed Name

Received:

Owner Authorized Signature and DATE

Printed Name

By my signature above, I certify under penalty of perjury that the information above is true and correct to the best of my knowledge.



DAILY FORCE ACCOUNT REPORT

M 37901

LOCATION <i>Harbor views dr Sta 118100 @ run CB14 → CB13</i>	JOB NO. <i>122241</i>
---	--------------------------

DESCRIPTION OF WORK
Cover contaminated spoil pile & clean & contaminated ground with

OWNER <i>City of Gig Harbor</i>	PHASE CODE <i>900004</i>	DATE <i>4-22-13</i>
------------------------------------	-----------------------------	------------------------

LABOR NAME	CRAFT	GRADE	STRAIGHT TIME		OVERTIME		AMOUNT	MISCELLANEOUS ALLOWANCE
			HOURS	RATE	HOURS	RATE		
<i>Troy Studlyn</i>	<i>Lab</i>		<i>2 1/2</i>					
<i>Cory Kieth</i>	<i>OP</i>		<i>1</i>					
<i>Adam Sage</i>	<i>For</i>		<i>1</i>					
<i>Carlise Preze</i>	<i>OP</i>		<i>1</i>					
PERCENTAGE ADDITION %								
TOTAL LABOR \$								

SUPPLIES AND MATERIALS DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
<i>- sand bags for half down plastic</i>	<i>20</i>			
<i>- Used same plastic from</i>				
<i>- Dippers for sucking up the oil off the water</i>	<i>25</i>			
<i>- Troy placed rock the dippers in the ditch.</i>				
PERCENTAGE ADDITION %				
TOTAL MATERIALS \$				

EQUIPMENT	MID MOUNTAIN NO.	HOURS WORKED	RENTAL RATE	AMOUNT	EQUIPMENT RENTED	HOURS WORKED	RENTAL RATE	AMOUNT
<i>Pick up</i>	<i>MP1414</i>	<i>1</i>						
PERCENTAGE ADDITION %					PERCENTAGE ADDITION (if applicable) %			
TOTAL EQUIPMENT - INTERNAL \$					TOTAL EQUIPMENT - RENTED \$			

SUBCONTRACTOR/WORK DESCRIPTION	INVOICE NO.	AMOUNT PER INVOICES	SUMMARY
			TOTAL LABOR
			TOTAL EQUIPMENT MIDMOUNTAIN
			TOTAL EQUIPMENT RENTED
			TOTAL MATERIALS
			TOTAL SUBCONTRACTOR
PERCENTAGE ADDITION %			TOTAL FORCE ACCOUNT \$
TOTAL SUBCONTRACTOR \$			

MIDMOUNTAIN CONTRACTORS REPRESENTATIVE <i>[Signature]</i>	CLIENT S REPRESENTATIVE <i>RECEIVED BY CITY</i>
--	--



DAILY FORCE ACCOUNT REPORT

LOCATION *Harborview DR. 15150-17125* JOB NO. *122214*

DESCRIPTION OF WORK *Mountain slope piled contaminated soil*

OWNER *COEH* PHASE CODE *900012* DATE *4-23-13*

LABOR NAME	CRAFT	GRADE	STRAIGHT TIME		OVERTIME		AMOUNT	MISCELLANEOUS ALLOWANCE
			HOURS	RATE	HOURS	RATE		
<i>Troy Sandlin</i>	<i>lab/EM</i>		<i>1</i>					
<i>Keith Lundin</i>	<i>lab</i>		<i>1</i>					
PERCENTAGE ADDITION %								
TOTAL LABOR \$								

SUPPLIES AND MATERIALS DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
PERCENTAGE ADDITION %				
TOTAL MATERIALS \$				

EQUIPMENT	MID MOUNTAIN NO.	HOURS WORKED	RENTAL RATE	AMOUNT	EQUIPMENT RENTED	HOURS WORKED	RENTAL RATE	AMOUNT
PERCENTAGE ADDITION %					PERCENTAGE ADDITION (if applicable) %			
TOTAL EQUIPMENT - INTERNAL \$					TOTAL EQUIPMENT - RENTED \$			

SUBCONTRACTOR/WORK DESCRIPTION	INVOICE NO.	AMOUNT PER INVOICES	SUMMARY
PERCENTAGE ADDITION %			TOTAL LABOR
TOTAL SUBCONTRACTOR \$			TOTAL EQUIPMENT MIDMOUNTAIN
			TOTAL EQUIPMENT RENTED
			TOTAL MATERIALS
			TOTAL SUBCONTRACTOR
			TOTAL FORCE ACCOUNT \$

MIDMOUNTAIN CONTRACTORS REPRESENTATIVE *[Signature]* CLIENT'S REPRESENTATIVE *RECEIVED BY CITY*



Business of the City Council
City of Gig Harbor, WA

Subject: Cushman Trail Project Phase 3 & 4
WSDOT Local Agency Standard Consultant
Agreement / David Evans and Associates, Inc.

Proposed Council Action: Approve and authorize
the Mayor to execute the WSDOT Local Agency
Standard Consultant Agreement for Cushman Trail
Phase 3 and 4 to complete the design services,
final plans, and specifications and procure the
required environmental permits in an amount not to
exceed \$254,419.82.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: June 10, 2013
Exhibits: WSDOT Local Agency
Standard Consultant
Agreement

	Initial & Date
Concurred by Mayor:	<i>CLH 6/6/13</i>
Approved by City Administrator:	<i>R 6/6/13</i>
Approved as to form by City Atty:	6/6/13
Approved by Finance Director:	<i>D 6/7/13</i>
Approved by Public Works Director:	<i>FOX 6/6/13</i>
Approved by Department Head:	<i>S 6/6/13</i>

Expenditure	Amount	Appropriation
Required \$254,419.82	Budgeted \$3,163,000	Required \$ 0

INFORMATION / BACKGROUND

The original construction plans and specifications for this project were completed under Pierce County oversight several years ago and due to funding constraints the remaining portion of the trail went unconstructed.

On June 11, 2012, a Local Agency Standard Agreement with H.W. Lochner was executed for \$30,500 to review previously completed work and determine the most cost effective and expeditious path forward the City should take pertaining to the final design modifications that were necessary to the current plans along with the permitting path forward.

On January 28, 2013, a Local Agency Standard Agreement Supplement No. 1 with H.W. Lochner was executed for \$150,285.00 (for a total contract amount not to exceed \$180,785.00) to complete the design and environmental permitting associated with the proposed improvements and to provide the project plans, specifications and engineer's estimates (PS&E) package for bidding and construction.

On May 10, 2013, the City terminated the contract with H.W. Lochner for cause. Subsequent to this termination, the City negotiated this contract with the second most qualified, competent and responsive consultant, David Evans and Associates, Inc. (DEA) to complete the design and environmental permitting and provide the PS&E package for project construction.

The project will be split into two phases to refine the scope for the final environmental and design work. The work is assumed to occur over an approximate 6-month period being

completed by December 16, 2013. Attached is a draft schedule, subject to change prepared by DEA showing completion of design and obtaining of all construction permits by this date.

FISCAL CONSIDERATION

This project is funded through various grants and local matching funds. For Phase 3, the project is funded by grants through the Federal Highway Administration, Transportation, Community and System Preservation (TCSP) program, and the Congestion Management and Air Quality (CMAQ) program. For Phase 4, the project is funded by a state grant through the Washington Public Works Assistance Account (PWAA) and local funds. The budget summary for this item is provided in the table below.

<u>Phase 3 Budget –</u>	
TCSP	\$652,000.00
CMAQ	\$663,000.00
Local Funds	\$548,000.00
Sub-Total	\$1,863,000.00
<u>Phase 4 Budget –</u>	
PWAA	\$1,200,000.00
Local Funds	\$100,000.00
Sub-Total	\$1,300,000.00
<u>Total Budget</u>	<u>\$3,163,000.00</u>

<u>Expenditures –</u>	
Lochner Contract	\$25,791.74
Lochner Supplement #1	\$53,396.84
Remaining Budget	<u>\$3,083,811.42</u>

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute a WSDOT Local Agency Standard Consultant Agreement with David Evans and Associates, Inc. for Cushman Trail Phase 3 and 4 to complete the design services, final plans and specifications, and procure the required environmental permits in an amount not to exceed \$254,419.82.

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone David Evans and Associates, Inc. 3700 Pacific Highway East Fife, WA 98424 (253) 922-9780	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input checked="" type="checkbox"/> Personal Services Agreement		
Agreement Number CPP-1126	Project Title And Work Description Cushman Trail Phases III and IV	
Federal Aid Number TCSP-11WA(028)		
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate <u>175.34</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>175.34</u> % Fixed Fee \$ <u>15,420.83</u>	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
<input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Federal ID Number or Social Security Number 93-066-1195	
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date March 1, 2014
	Total Amount Authorized \$	219,348.62
	Management Reserve Fund \$	21,934.86
	Maximum Amount Payable \$	241,283.48

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
between the Local Agency of _____ City of Gig Harbor _____, Washington, hereinafter called the "AGENCY",
and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By SEE SUPPLEMENTAL SIGNATURE PAGE By SEE SUPPLEMENTAL SIGNATURE PAGE

Consultant David Evans and Associates, Inc. Agency City of Gig Harbor

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone David Evans and Associates, Inc. 3700 Pacific Highway East Fife, WA 98424 (253) 922-9780
Agreement Number CPP-1126	Project Title And Work Description Cushman Trail Phases III and IV
Federal Aid Number TCSP-11WA(028)	
Local Agency City of Gig Harbor	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of City of Gig Harbor, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By 

By _____

Consultant David Evans and Associates, Inc.

Agency City of Gig Harbor

By _____

By _____

Consultant David Evans and Associates, Inc.

Agency City of Gig Harbor

By _____

Agency City of Gig Harbor

By _____

Agency City of Gig Harbor

EXHIBIT A
SCOPE OF SERVICES
FOR FINAL DESIGN, PERMITTING, REPORTING AND
CONSTRUCTION READY CONTRACT DOCUMENTS FOR CUSHMAN
TRAIL PHASE III

The City of Gig Harbor has received grant funding for Phase III and Phase IV of the Cushman Trail Project. The terms of the grant funding requires completion of both phases by December 31, 2013. However, the granting agencies may extend the deadline provided substantial progress is made on both phases before the December 31, 2013 deadline. Therefore, the City requests that David Evans and Associates (DEA) advance the 65% plans to bid ready documents, assist the City in securing all necessary permitting and assist the City with bidding services, The target is to have all work advanced sufficiently to advertise for construction bids by December 31, 2013.

The Cushman Trail Project Phase III extends from 96th St. to Burnham Drive, including the crossing at Burnham Drive. Phase IV extends from the north limit of Phase III to Borgen Blvd.

The purpose of this scope of work is to:

- Work with the City, WSDOT and all other involved agencies, to complete the design and support the City in analyzing documenting, and permitting the environmental impacts associated with the proposed improvements.
- Assist the City in preparing Federal Aid agreement and contract documents for submittal to WSDOT Highways & Local Programs.
- Submit environmental applications and associated studies necessary to obtain on behalf of the City all the required environmental permits.
- Complete the final design plans and complete final bid ready documents to construct the project.
- Assist the City during the bid process.

The work described in this scope is expected to take place between June 2013 and April 2014.

Project Assumptions

- No additional topographic survey will be required except as identified in the fee proposal to locate wetland and stream delineation flags.
- Drainage analysis will be required in Phase III to demonstrate that the project meets the requirements of the WSDOT Highway Runoff Manual. A brief summary memorandum will be provided.
- The scope will include the preparation of NEPA documents and design documents, and DEA will work to obtain these approvals on behalf of the City.
- The City will conduct one public meeting, as part of a council meeting or workshop.
 - The City will provide the logistical support to reserve all meeting locations.



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- The City will prepare a summary of the meeting and public comments.
- No traffic analysis will be conducted as part of the work scope.
- If retaining walls are required, a modular structural earth (MSE) wall design will be used. Wall designs will be prepared by the wall supplier.
- Phase III will ~~not~~ cross Burnham Drive; ending at the ~~south~~ north side of Burnham Drive.
- Phase IV will begin at the north end of Phase III and end at Borgen Blvd.
- The City will pay permitting fees directly. The City will secure all City issued permits. DEA will, on behalf of the City, obtain the required state and federal permits as outlined in this scope of services. The City will allow design changes necessary to meet permit requirements and address agency concerns. This may include alignment revisions.
- The City will assist DEA in negotiations with TPU for design approvals and final alignment. The City recognizes that certain alignments, if not approved by TPU, may delay or preclude obtaining permits.
- No irrigation will be incorporated into the project.
- Utility work will involve review of existing plans for possible conflicts and extending services to the proposed restrooms on Phase IV.
- Traffic control plans at intersections with streets will be included. The City will support DEA recommended traffic control.
- DEA will review the current design for ADA compliance in accordance with WSDOT Design Manual Chapter 1510 and coordinate with stakeholders on the bridge structural and pathway vehicle/access requirements. Final design will conform to the stakeholder requirements, and WSDOT ADA shared use requirements. Alignment will conform to TPU easement requirements.
- Contract specifications will conform to the 2012 WSDOT Specifications and City of Gig Harbor Public Works Standards.
- The City will provide two plan reviews, at the 90% and 100% design level. City review will be limited to one week.
- Travel time reimbursement to DEA will be limited to that travel time between Pierce County Line and Gig Harbor. Mileage costs will be reimbursed for the distance traveled.
- It is assumed that the project will avoid the placement of “fill” in waters of the US.
- It is assumed that the project can be justified as a “No Effect” to species listed under the federal Endangered Species Act and that any biological evaluation necessary may be completed in the area provided within Part 5 of the Environmental Classification Summary. No additional biological effect letter or report will be necessary.
- DEA will prepare ROW plans for submittal to WSDOT for WSDOT ROW Certification. The City will provide all supporting documentation including Project Funding Estimate (PFE), legal descriptions, ROW acquisition documents, easements, etc. necessary for ROW certification. DEA will not be responsible if ROW certification, is not completed in



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time to meet the commitments of project grants. However, DEA will notify the CITY of any potential impacts that could delay the project completion schedule well in advance of the specified milestone dates.

- DEA will not be responsible if environmental permitting is not completed in time to meet the commitments of project grants. However, DEA will notify the CITY of any potential impacts that could delay the project completion schedule well in advance of the specified milestone dates.
- This scope of work assumes that all direct impacts to wetlands can be avoided. It assumes only pilings in the wetlands and that the City of Gig Harbor concurs with the original critical areas exemption allowing for no mitigation for this phase.
- It is assumed that there will be no changes to the landscaping planting schedule and that it will not be necessary to retain a landscape architect.
- The CITY will provide the axle weights and spacings of the design vehicle the structure is intended to service.
- Live load capacity will be included in the plans.
- Pin pile foundations will be assumed to have an allowable vertical capacity of 6500 lbs based on preliminary calculations by PinFoundations, Inc. 2007. This capacity will need to be confirmed before construction. No additional foundation design will be required under this scope of services.
- The design of the structure will follow either:
 - AASHTO LRFD Bridge Design Specifications, 6th Edition 2011, and AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition 2009. This is a nationally recognized and adopted design standard for wood pedestrian bridges.

Or

- 2012 International Building Code, and National Design Specification for Wood Construction, 2012 Edition.

TASK 1: Project Administration

The Consultant shall be responsible for on-going management of the consultant and all subconsultants for this project in accordance with the provisions of the Agreement. On-going management will include confirming that the scope of work is completed on time and within the Agreement budget. The Consultant shall be an extension of City staff and, as such, shall prepare documentation, attend meetings as the City representative and keep the City informed about issues and potential solutions. The Consultant shall:

- Provide a monthly status/progress report with monthly invoices to the City that will describe work performed by the Consultant Team members during the current reporting period. Monthly invoices will be submitted in a format acceptable to the City.

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- Meet with the City twice each month during the project to coordinate the project, review the overall project status, schedule, budget and outstanding issues. These meetings may be in the City's offices, the Consultant's office or through telephone conference calls.
- Update project schedule monthly and provide status updates to the City regarding milestones achieved and potential issues which may delay the schedule.
- Maintain regular contact with the City Project Manager and maintain regular coordination with City staff for this project. Regular coordination with the City will include involving the City staff in all aspects of the project. The Consultant, as an extension of City staff, shall keep the City Project Manager informed about project issues and potential solutions and discuss those before any meetings with outside parties.
- Support and assist City in providing WSDOT LAG Manual Local Agency Agreements and supporting documentation for funding agency reporting and demonstration of compliance with WSDOT LAG Manual guidelines and Federal funding as may be required. Represent the City, as an extension of City staff, on conference calls and at meetings with WSDOT to discuss project status.
- Coordinate with Tacoma Public Utilities regarding the TPU easement for activities related to the easement. The City will provide assistance as necessary to support DEA in this effort.
- Prepare a QA/QC Plan and provide QA/QC reviews on each deliverable in accordance with that plan.

Deliverables:

- Project Schedule (MS Project) with project milestone dates.
Weekly project budget and schedule tracking updates.
- Meeting summaries.
- Local Agency Agreement for PE for submittal to WSDOT H&LP (not reimbursable by Federal funds.)
- Local Agency Agreement for Construction for submittal to WSDOT H&LP.
- Monthly Status/Progress Reports and Monthly Invoices separated out by Phase III and Phase IV work.
- QA/QC Plan.

TASK 2: Phase III Environmental Analysis and Documentation

Task 2.1. NEPA

This project has current SEPA approval but due to the fact that this project is receiving federal funding, this project will require an Environmental Classification Summary (ECS) to comply with the National Environmental Policy Act (NEPA). A Draft ECS for Phase III has been prepared and review comments have been provided by WSDOT. The Consultant will address WSDOT comments in a revised Final ECS for signature by the City, WSDOT, and FHWA (if required). The Final ECS will not be submitted for signature until the Section 106 process has been completed and conceptual wetland mitigation plans have been prepared, as detailed in this scope of services.

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If a suitable wetland mitigation site is not available within the existing APE, an addendum to the APE will be required to satisfy Section 106 requirements. The Consultant will prepare an APE addendum based upon the APE map submitted to DAHP on April 25, 2013.

Deliverables

- APE Addendum (one PDF copy)
- Phase III Final ECS (one PDF copy and three hard copies).

Assumptions

- The City will provide the Phase III ECS in electronic (Filemaker) format.
- The City will provide the parcel information needed to complete Appendix N of the ECS Guidebook (Documenting Advance Acquisition of ROW).
- It is assumed that Phase III can be justified as a “No Effect” to species listed under the federal Endangered Species Act and that any biological evaluation necessary may be completed in the area provided within Part 5 of the ECS form. No additional biological effect letter or report will be necessary.

Task 2.2. Permitting

Projects that require work above or below the ordinary high water mark of a Water of the State require a Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW).

The Consultant will complete a JARPA for Phase III for submission to WDFW, as the Project’s application for an HPA. It is assumed that the Consultant and the project team will be able to provide the reports and designs necessary to complete the JARPA. This includes, but is not limited to, a set of design drawings (30 percent completion minimal), location of staging areas, temporary erosion and sediment control and grading plan, and construction timeline.

The Corps’ definition of “fill” does not include the placement of piles within jurisdictional aquatic areas (not including Section 10 traditionally navigable waters). It is assumed that the boardwalk foundations in Phase III can be designed to avoid the placement of additional fill within jurisdictional waters and there are no other wetland and stream impacts within Phase III. Therefore, a permit from the Corps is not required if the project can avoid fill or excavation within wetlands or stream. Furthermore, it is assumed that no mechanical equipment will be allowed in wetlands or streams, and that any soil removed during installation of diamond piles will not be placed back in the wetland. If the project cannot accommodate these assumptions and fill within jurisdictional waters is required that triggers the need for a Corps permit, it is understood that the schedule will be substantially affected and additional permitting services (not included as part of this scope of services) will be required.

The WDFW has stated wetland impacts can be further minimized by making a few minor changes to the route by following existing roads. Furthermore, they have stated additional wetland areas are present within the project footprint and that streams present in the project area were not identified. The permitting task includes a site inspection to identify if any additional wetlands or streams exist within the project footprint. If unidentified streams are present, it is assumed the project footprint may need to be modified to avoid impacting these regulated

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waterways and avoid triggering additional permit requirements not included in this scope. Survey of unidentified streams and wetlands has been incorporated into this scope. However, the route must remain within the TPU easement area.

A critical areas report will be prepared to document the location of critical areas in the immediate project vicinity and any project-related impacts associated with Phase III. With the exception of the site visit previously mentioned, the Consultant will rely on previously prepared stream and wetland data generated by others.

Mitigation has been identified by the state as being required to offset project impacts. The level of impact and location of where mitigation could occur is unknown at present. The Consultant assumes a mitigation site can be located on City or TPU property, and that the level of effort to identify a suitable site and prepare conceptual and final plans will not exceed 150 hours. The Consultant assumes wetland mitigation will be through restoration or enhancement, and not creation.

Deliverables

- Draft JARPA (one draft pdf for City review)
- Final JARPA (one pdf and three hard copies)
- Draft Critical Areas Report (one pdf for City review)
- Final Critical Areas Report (one pdf and three hard copies)
- Conceptual Mitigation Plan
- Final Mitigation Plan in original electronic format.

Assumptions

- Phases III will avoid the placement of "fill" in waters of the US and a permit from the U.S. Army Corps of Engineers will not be required.
- The City will provide previously completed wetland rating forms and data plot forms.
- The City will provide CADD data of previous wetland and stream delineation efforts.
- If additional wetlands or streams are identified in the project area, an add-on will be required to delineate, categorize, survey, and fully address these critical areas.
- Mitigation will be required in order to obtain the HPA from WDFW for Phase III. Mitigation will occur either within TPU or City right-of-way.
- All direct impacts to all critical areas can be avoided. It assumes only pilings in the wetlands and that the City concurs with the original critical areas exemption allowing for no mitigation for this phase.
- The trail design for Phases III will be consistent with the Conditions of Approval identified in the Decision of the Hearing Examiner on May 12, 2008. An additional Conditional Use Permit and/or Variance will not be required.
- The trail design for Phases III will be consistent with the conditions identified in the Notice of Administrative Decision by the City of Gig Harbor Community Development

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Department (DRB 07-0166) on April 18, 2008. Additional design review will not be required.

- The trail design for Phase III will not trigger the need for an Addendum to the SEPA Determination of Nonsignificance issued for the project on April 15, 2008.
- The mitigation plan will be a stand-alone document and not part of a larger bid package.
- The mitigation plan will be limited to no more than four sheets and use standard notes and details.
- The Consultant assumes no buffer mitigation will be required.
- The level of required wetland/stream mitigation is unknown at present. This scope and budget assumes the level of effort will not exceed 150 hours.
- The level of effort associated with survey of additional streams and wetlands is limited to one full field day plus office support.

Task 2.3. Permit Coordination and Meetings

It is anticipated that as permitting for the project is underway, project conference calls between the design team and City staff will be required periodically. This includes the Consultant providing technical assistance and coordination to the City to ensure consistency between the local permitting process and state permit efforts. The consultant will be the extension of City staff and will come prepared to the meetings and will bring solutions to the City for any and all unresolved project issues. The scope of services includes meetings with WSDOT and City.

TASK 3: Phase IV Environmental Analysis and Documentation

Task 3.1. NEPA

The project is receiving federal funding and will therefore require an Environmental Classification Summary (ECS) to comply with the National Environmental Policy Act (NEPA). The Consultant will prepare a draft ECS for City and WSDOT review. The Consultant will then address City and WSDOT comments in a revised Final ECS for signature by the City, WSDOT, and FHWA (if required). The Consultant will use the information from the Phase III ECS to the maximum extent feasible to prepare a Draft and Final ECS for Phase IV.

Deliverables

- Phase IV Draft ECS for City and WSDOT review.
- Phase IV Final ECS (one PDF copy and three hard copies).

Assumptions

- The City will provide the parcel information needed to complete Appendix N of the ECS Guidebook (Documenting Advance Acquisition of ROW).
- It is assumed that Phase IV can be justified as a "No Effect" to species listed under the federal Endangered Species Act and that any biological evaluation necessary may be completed in the area provided within Part 5 of the ECS form. No additional biological effect letter or report will be necessary.

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Task 3.2. Permitting

Projects that require work above or below the ordinary high water mark (OHWM) of a Water of the State require a Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW). It is assumed no work above or below the OHWM of any Water of the State will occur during Phase IV. It is further assumed no work within wetlands will occur during Phase IV such that a permit from the Corps will not be required. If the design cannot accommodate this assumption and fill within jurisdictional waters is required that triggers the need for a Corps permit, it is understood that the schedule will be substantially affected and additional permitting services (not included in this scope of services) will be required.

A site visit will be conducted to review wetland delineation lines, streams, and overall conditions in the project area. It is assumed no additional wetlands or streams occur in the project area and that the Consultant concurs with the findings of others. If this assumption is not correct, additional permitting services will be required.

A critical areas report will be prepared to document the location of critical areas in the immediate project vicinity and any project-related impacts associated with Phase IV. This report will build upon efforts undertaken during Phase III.

Deliverables

- Draft Critical Areas Report (one pdf)
- Final Critical Areas Report (one pdf, three hardcopies and in original electronic format)

Assumptions

- Phase IV will avoid the placement of "fill" in waters of the US and a permit from the U.S. Army Corps of Engineers will not be required. This assumption is based upon the removal or relocation of the proposed restroom and parking area from Phase IV. The proposed facilities in their current location will trigger the need for a permit from the Corps, which will prevent the team from meeting its intended schedule. If the facilities cannot be removed or relocated from Phase IV, the schedule will be substantially affected and additional permitting services (not included in this scope of services) will be required.
- Phase IV will avoid work within a Water of the State and an HPA from WDFW will not be required.
- No unidentified streams or wetland exist in the project area.
- The culvert between Wetlands B and C will not be replaced, extended, or impacted by the trail.
- Mitigation will not be required.
- All direct impacts to wetlands can be avoided and that the City of Gig Harbor concurs with the original critical areas exemption allowing for no mitigation for this phase.
- The Phase IV trail alignment (Alternative A) will stay within the existing roadway prism of 50th Avenue NW and will not result in wetland or wetland buffer impacts. If Alternative B or C is selected as the preferred alternative, additional field verification and/or permitting services (not included in this scope of services) may be required. This is only valid if the developer constructs the road along Alternative B or C.

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- The trail design for Phase IV will be consistent with the Conditions of Approval identified in the Decision of the Hearing Examiner on May 12, 2008. An additional Conditional Use Permit and/or Variance will not be required.
- The trail design for Phase IV will be consistent with the conditions identified in the Notice of Administrative Decision by the City of Gig Harbor Community Development Department (DRB 07-0166) on April 18, 2008. Additional design review will not be required.
- The trail design for Phase IV will not trigger the need for an Addendum to the SEPA Determination of Nonsignificance issued for the project on April 15, 2008.

Task 3.3. Permit Coordination and Meetings

It is anticipated that as permitting for the project is underway, project conference calls between the design team and City staff will be required periodically. This includes the Consultant providing technical assistance and coordination to the City to ensure consistency between the local permitting process and state permit efforts. The consultant will be the extension of City staff and will come prepared to the meetings and will bring solutions to the City for any and all unresolved project issues. The scope of services includes meetings with WSDOT and City.

TASK 4: Phase III Final Design

The purpose of this task is to develop the 90% plans, 100% plans and Bid ready contract documents for the Phase III trail improvements.

Task 4.1. 90 % Phase III Project Design

The Consultant will prepare the 90% design for those elements that have changed or are new to the 65% Cushman Trail Phase III plans prepared by Lochner and dated March 2013. The Consultant will also update the special provisions and the Estimate of Probable Cost to reflect the changes in the 65% plans. The following elements will be included:

TESC Plans

The Consultant will prepare TESC plans and details. The specifications will direct the contractor to develop the S.W.P.P. plans and details in accordance with the City Stormwater requirements.

Trail Plan and Profiles

The Consultant will develop 90% construction centerlines for the improvements and 90% plans. The Consultant will develop 90% finished grade centerline profiles for the improvements. Trail plan final slopes shall not exceed 5 percent and shall also conform to WSDOT Chapter 1510 of the Design Manual.

Trail Cross Sections and Typical Sections

The Consultant will develop 90% cross sections and typical sections.

Structural and Bridge Plans

The consultant will advance 65% designs and prepare 90% plans and profiles, elevations and details for the Cushman Trail Pedestrian Bridge. The consultant will utilize the City's bridge

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width deviation detail provided to WSDOT as the basis for the bridge width and associated features.

Wall Plans

The Consultant will prepare 90% plans and profiles for retaining walls, showing location and size and details. Wall profiles are not anticipated, but the consultant will provide sufficient information for the MSE wall manufacturer to complete a full wall design.

Channelization and Signage Plans

The Consultant will prepare 90% channelization and signage plans including pavement markings, permanent signing and miscellaneous details, all in accordance with MUTCD and WSDOT standards, pertaining to shared use facilities.

Landscaping Plans

The Consultant will prepare 90% landscaping plans in accordance with City requirements providing for the plantings. The plans are anticipated to include jute matting and hydro-seeding of the disturbed areas. The plans will address ground cover for disturbed cut and fill slopes.

Traffic Control Plan

The Consultant will prepare a basic Traffic Control Plan that conforms to the current WSDOT and MUTCD requirements.

Details

The Consultant will provide other details as needed to support the project design. At a minimum, the details will include the pedestrian crossing equal in width to that of the paved width of the shared use path across Burnham Drive, including pedestrian APS features and any associated vehicular traffic calming features. The use of a flashing beacon(s) system will be utilized at this crossing including associated features.

Right-of-Way Plans

The Consultant will prepare ROW plans for submittal to WSDOT. The plans will be based on ROW acquisition information provided by the City. This task does not include any legal exhibits, surveys, legal descriptions or other documents related to the ROW certification.

Cost Estimate

The Consultant will calculate quantities and prepare a 90% Estimate of Probable Construction Cost using bid items.

Specifications

The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications as well as in accordance with WSDOT Design Manual Chapter 1510 and the Federal Aid standards. The Consultant will prepare the complete specification package for the project.

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Task 4.2: 100 % Phase III Project Design

The Consultant will prepare the 100% design for those elements that have changed or are new to the 90% Cushman Trail Phase III plans. The Consultant will also update the special provisions and the Estimate of Probable Cost to reflect the changes in the 90% plans. The following elements will be included:

TESC Plans

The Consultant will prepare TESC plans and details. The specifications will direct the contractor to develop the S.W.P.P. plans and details in accordance with the City Stormwater requirements.

Trail Plan and Profiles

The Consultant will develop 100% construction centerlines for the improvements and 90% plans. The Consultant will develop 100% finished grade centerline profiles for the improvements. Trail plan final slopes shall not exceed 5 percent and shall also conform to WSDOT Chapter 1510 of the Design Manual.

Trail Cross Sections and Typical Sections

The Consultant will develop 100% cross sections and typical sections.

Structural and Bridge Plans

The consultant will advance 90% designs and prepare 100% plans and profiles, elevations and details for the Cushman Trail Pedestrian Bridge.

Wall Plans

The Consultant will prepare 100% plans and profiles for retaining walls, showing location and size and details. Wall profiles are not anticipated, but the consultant will provide sufficient information for the MSE wall manufacturer to complete a full wall design.

Channelization and Signage Plans

The Consultant will prepare 100% channelization and signage plans including pavement markings, permanent signing and miscellaneous details, all in accordance with MUTCD and WSDOT standards, pertaining to shared use facilities.

Landscaping Plans

The Consultant will prepare 100% landscaping plans in accordance with City requirements providing for the plantings. The plans are anticipated to include jute matting and hydro-seeding of the disturbed areas. The plans will address ground cover for disturbed cut and fill slopes.

Traffic Control Plan

The Consultant will prepare a basic Traffic Control Plan that conforms to the current WSDOT and MUTCD requirements.

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Details

The Consultant will provide other details as needed to support the project design. At a minimum, the details will include the pedestrian crossing equal in width to that of the paved width of the shared use path across Burnham Drive, including pedestrian APS features and any associated vehicular traffic calming features. The use of a flashing beacon(s) system will be utilized at this crossing including associated features.

Cost Estimate

The Consultant will calculate quantities and prepare a 100% Estimate of Probable Construction Cost using bid items.

Specifications

The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications as well as in accordance with WSDOT Design Manual Chapter 1510 and the Federal Aid standards. The Consultant will prepare the complete specification package for the project.

Deliverables:

- 90% Phase III Plans (pdf format).
- 90% Phase III Specifications (Word format).
- 90% Phase III Estimate of Probable Costs (pdf format)
- 100% Phase III Plans (Civil 3D 2012).
- 100% Phase III Specifications (Word format).
- 100% Phase III Estimate of Probable Costs (pdf and original electronic format)
- Consultant to provide associated Civil and DTM files as well.
- Draft and Final Geotechnical Report.

TASK 5: Phase IV Final Design

The purpose of this task is to develop the 90% plans, 100% plans and Bid ready contract documents for the Phase IV trail improvements.

Task 5.1. 90 % Phase IV Project Design

The Consultant will prepare the 90% design for those elements that have changed or are new to the 65% Cushman Trail Phase IV plans prepared by Lochner and dated March 2013. The Consultant will also update the special provisions and the Estimate of Probable Cost to reflect the changes in the 65% plans. The following elements will be included:

TESC Plans

The Consultant will prepare TESC plans and details. The specifications will direct the contractor to develop the S.W.P.P. plans and details in accordance with the City Stormwater requirements.

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Trail Plan and Profiles

The Consultant will develop 90% construction centerlines for the improvements and 90% plans. The Consultant will develop 90% finished grade centerline profiles for the improvements. Trail plan final slopes shall not exceed 5 percent and shall also conform to WSDOT Chapter 1510 of the Design Manual.

Trail Cross Sections and Typical Sections

The Consultant will develop 90% cross sections and typical sections.

Wall Plans

The Consultant will prepare 90% plans and profiles for retaining walls, showing location and size and details. Wall profiles are not anticipated, but the consultant will provide sufficient information for the MSE wall manufacturer to complete a full wall design.

Channelization and Signage Plans

The Consultant will prepare 90% channelization and signage plans including pavement markings, permanent signing and miscellaneous details, all in accordance with MUTCD and WSDOT standards, pertaining to shared use facilities.

Landscaping Plans

The Consultant will prepare 90% landscaping plans in accordance with City requirements providing for the plantings. The plans are anticipated to include jute matting and hydro-seeding of the disturbed areas. The plans will address ground cover for disturbed cut and fill slopes.

Traffic Control Plan

The Consultant will prepare a basic Traffic Control Plan that conforms to the current WSDOT and MUTCD requirements.

Details

The Consultant will provide other details as needed to support the project design.

Cost Estimate

The Consultant will calculate quantities and prepare a 90% Estimate of Probable Construction Cost using bid items.

Specifications

The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications as well as in accordance with WSDOT Design Manual Chapter 1510 and the Federal Aid standards. The Consultant will prepare the complete specification package for the project.

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Task 5.2: 100 % Phase IV Project Design

The Consultant will prepare the 100% design for those elements that have changed or are new to the 90% Cushman Trail Phase IV plans. The Consultant will also update the special provisions and the Estimate of Probable Cost to reflect the changes in the 90% plans. The following elements will be included:

TESC Plans

The Consultant will prepare TESC plans and details. The specifications will direct the contractor to develop the S.W.P.P. plans and details in accordance with the City Stormwater requirements.

Trail Plan and Profiles

The Consultant will develop 100% construction centerlines for the improvements and 90% plans. The Consultant will develop 100% finished grade centerline profiles for the improvements. Trail plan final slopes shall not exceed 5 percent and shall also conform to WSDOT Chapter 1510 of the Design Manual.

Trail Cross Sections and Typical Sections

The Consultant will develop 100% cross sections and typical sections.

Wall Plans

The Consultant will prepare 100% plans and profiles for retaining walls, showing location and size and details. Wall profiles are not anticipated, but the consultant will provide sufficient information for the MSE wall manufacturer to complete a full wall design.

Channelization and Signage Plans

The Consultant will prepare 100% channelization and signage plans including pavement markings, permanent signing and miscellaneous details, all in accordance with MUTCD and WSDOT standards, pertaining to shared use facilities.

Landscaping Plans

The Consultant will prepare 100% landscaping plans in accordance with City requirements providing for the plantings. The plans are anticipated to include jute matting and hydro-seeding of the disturbed areas. The plans will address ground cover for disturbed cut and fill slopes.

Traffic Control Plan

The Consultant will prepare a basic Traffic Control Plan that conforms to the current WSDOT and MUTCD requirements.

Details

The Consultant will provide other details as needed to support the project design.

Right-of-Way Plans

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The Consultant will prepare ROW plans for submittal to WSDOT. The plans will be based on ROW acquisition information provided by the City. This task does not include any legal exhibits, surveys, legal descriptions or other documents related to the ROW certification.

Cost Estimate

The Consultant will calculate quantities and prepare a 100% Estimate of Probable Construction Cost using bid items.

Specifications

The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications as well as in accordance with WSDOT Design Manual Chapter 1510 and the Federal Aid standards. The Consultant will prepare the complete specification package for the project.

Deliverables:

- 90% Phase IV Plans (pdf format).
 - 90% Phase IV Specifications (Word format).
 - 90% Phase IV Opinion of Probable Costs (pdf format)
 - 100% Phase IV Plans (Civil 3D 2012).
 - 100% Phase IV Specifications (Word format)
 - 100% Phase IV Opinion of Probable Costs (pdf format and original electronic format)
- Consultant to provide associated Civil and DTM files as well.

Task6: Bid Ready Contract Documents

The Consultant shall prepare an updated 100% PS&E package for Cushman Trail Phase III.

This task involves developing final plans, specifications and construction estimates and final bid documents for the project work tasks. Based on City's comments from their review of the updated 70% plans and specifications, the Consultant will prepare the bid ready contract documents. The Consultant will also develop special provisions and cost estimate. Plans shall conform to typical WSDOT plan format, and WSDOT Design Manual Chapter 1510.

The City will provide and the CONSULTANT shall incorporate 70% review comments into the Bid Ready Contract Documents in Autocad format with supporting DTM.

Deliverables:

- Camera-ready Final Project Plans, Specifications and Construction Estimate with Engineer's stamp.
- Electronic copy of all drawings (AutoCAD and PDF format), specifications (Word and PDF format) and construction estimate (Excel and PDF format) versions as determined by the City.
- Two sets of Final Project Plans (22"x34" paper), Specifications and Construction Estimate with Engineer's stamp.

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Task 7: Bid Assistance

The Consultant will provide assistance during the bidding process for this project. This work will include the preparation of responses to bidder's questions and preparing addenda as required. For budgeting purposes, up to 2 addenda will be assumed.

The City will prepare a summary of the bids (bid tabulation).

Deliverables:

- Written responses to bidder's questions.
- Up to 2 addenda packages.

Project Milestones

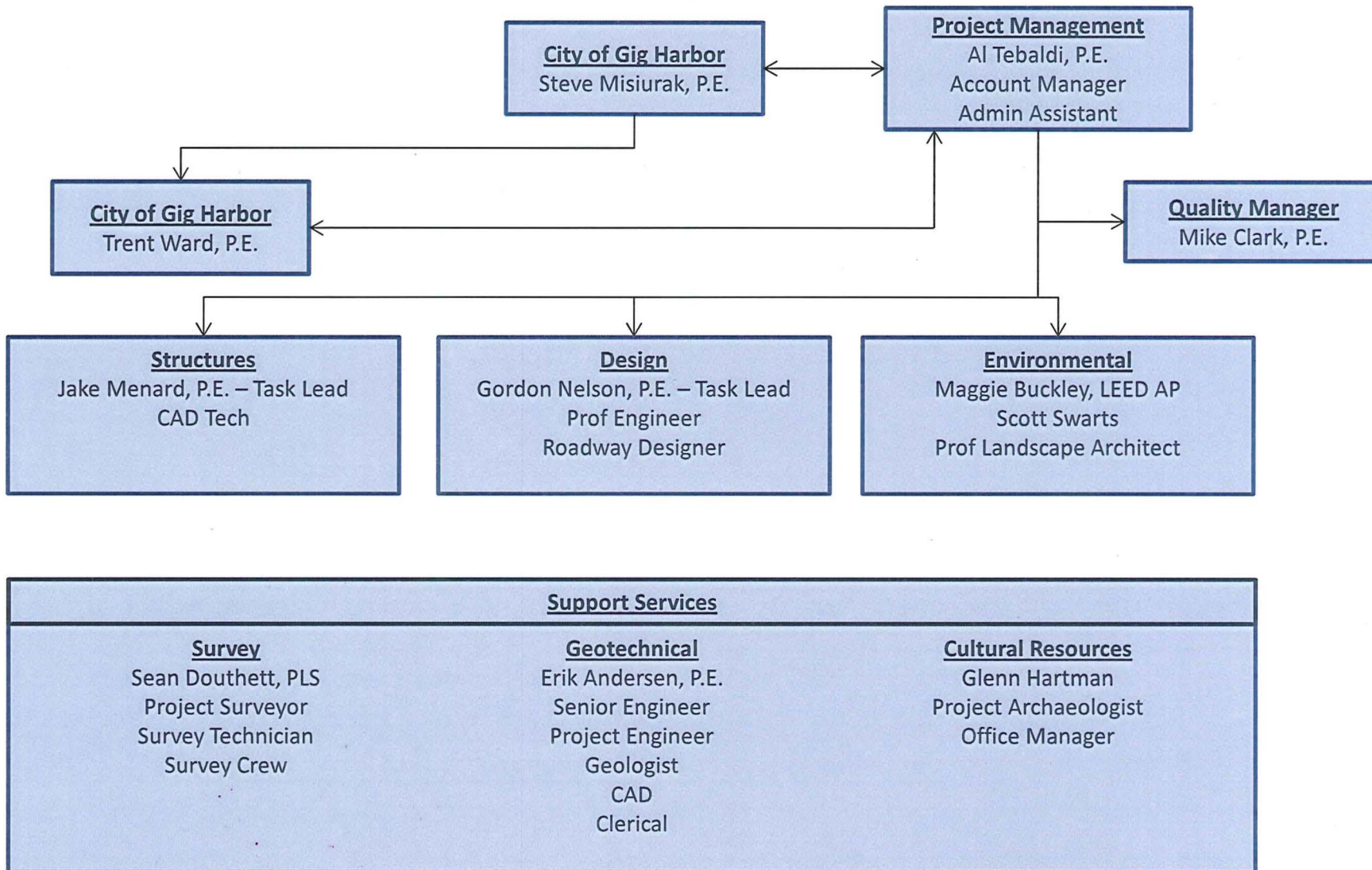
Based on our review of existing documents, DEA has estimated that following due dates for major project deliverables (dates are for Phase III – Phase IV dates may lag behind Phase III):

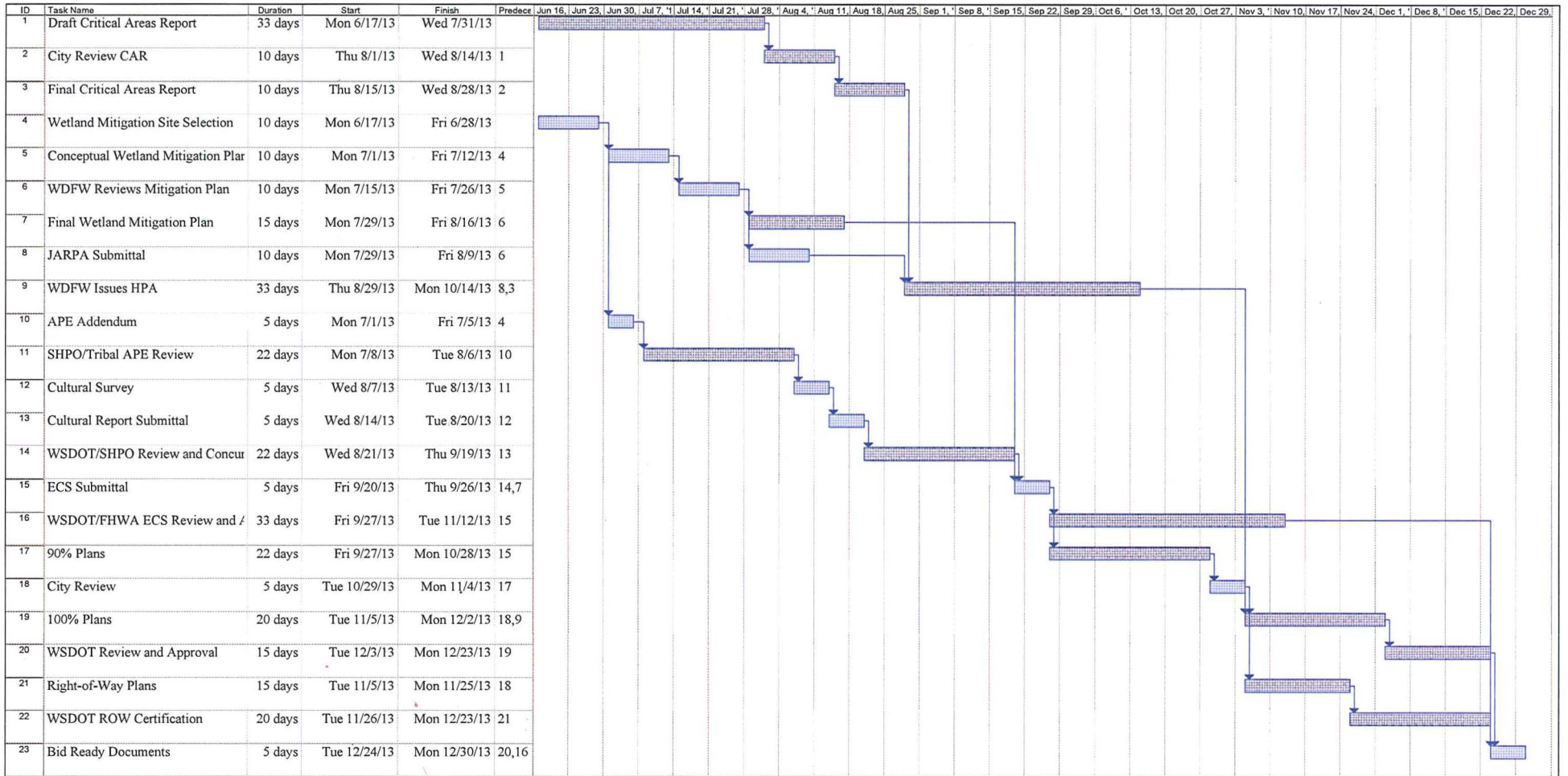
- | | |
|--|--------------------|
| • Draft Critical Areas Report | July 31, 2013 |
| • JARPA Submittal | August 9, 2013 |
| • Phase III Final ECS Submittal | September 26, 2013 |
| • 90% plans, specifications and estimate | October 28, 2013 |
| • 100% plans specifications and estimate | December 2, 2013 |
| • Bid Ready Contract Documents | December 30, 2013 |

Management Reserve Fund

Expenditures of the management reserve fund must be by written authorization of the City for additional work not identified in the scope of services.

Cushman Trail Project Org Chart





Project: Cushman Trail Preliminary Sc
Date: Wed 6/5/13

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: Cushman Trail Phases III and IV

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Principal in Charge	4	X	\$ 82.20		\$ 328.80
Project Manager	108	X	\$ 61.50		\$ 6,642.00
Structural Engineer	230	X	\$ 55.00		\$ 12,650.00
CAD Specialist	90	X	\$ 37.20		\$ 3,348.00
Sr. Prof Engineer	232	X	\$ 49.50		\$ 11,484.00
Prof Engineer - Civil	32	X	\$ 38.00		\$ 1,216.00
Civil Designer	210	X	\$ 33.00		\$ 6,930.00
Survey Manager	0	X	\$ 62.00		\$ -
Project Surveyor	2	X	\$ 41.25		\$ 82.50
Survey Tech	8	X	\$ 26.50		\$ 212.00
Survey Crew	8	X	\$ 62.00		\$ 496.00
Landscape Architect	120	X	\$ 43.50		\$ 5,220.00
Environmental Planner	72	X	\$ 36.00		\$ 2,592.00
Senior Scientist	198	X	\$ 40.10		\$ 7,939.80
Graphic Specialist	20		\$ 33.75		\$ 675.00
Account Manager	12	X	\$ 33.60		\$ 403.20
Admin Assistant	60	X	\$ 24.40		\$ 1,464.00
Total DSC =					\$ 61,683.30

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 175.34 % x \$ 61,683.30 = \$ 108,155.50

Fixed Fee (FF):

FF Rate x DSC of 25 % x \$ 61,683.30 = \$ 15,420.83

Reimbursables:

Reproduction, Printing, Postage, Express Delivery \$ 2,000.00
Mileage at \$.565 per mile plus tolls @ \$4.00 \$ 2,200.00

Subconsultant Costs (See Exhibit G):

\$ 29,889.00

Grand Total

\$ 219,348.62

Prepared By: Al Tebaldi

Date: 6/05/13

Exhibit F

DEA Overhead



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 18, 2012

Mr. Ron Gasper, CFO
David Evans & Associates, Inc.
2100 SW River Parkway
Portland, OR 97201-8009

RE: David Evans & Associates, Inc. Overhead Schedule
Fiscal Year End October 29, 2011

Dear Mr. Gasper:

The Oregon Department of Transportation (ODOT) has concluded their Cognizant Audit of David Evans & Associates, Inc. (DEA). ODOT is the Cognizant State for DEA. ODOT accepted the audit performed by CPA Firm Grant Thornton, LLP. We were provided with their letter and a copy of the audit report.

Based on the cognizant state's audit and acceptance of the DEA rate, we are issuing this letter of review establishing DEA's overhead rate for the fiscal year ending October 29, 2011, at 175.34% of direct labor. Included within this rate is a Facilities Capital Cost of Money factor of 0.63% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement (s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit either your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for certain executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

Mr. Gasper
June 18, 2012
Page 2

If you, or any representative of DEA, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Project Cost Estimate

**Geotechnical Engineering Support to David Evans Associates (DEA)
Cushman Trail PHASE 3: 1,200-foot longtrestle/bridge over Class 2 wetlands
Gig Harbor Washington**

Kleinfelder Proposal No.: 133786

Revision: v3

Date: 22-May-13

Prepared By: EOA

Proposed Scope of work summary as follows. Task-specific scope descriptions are presented in the labor breakdown below this section.

A kleinfelder geotechnical engineer/engineering geologist aided by a Kleinfelder field technician, will conduct a 2-day site reconnaissance along the 1,200-foot trestle/bridge alignment. The 2-man crew will advance a series of (at least 8) exploration borings and soil probes will be conducted at selected locations, using hand-powered equipment (shovels, hand-augers, probes, etc.). Soil samples will be collected and placed in air-tight plastic bags for further examination and testing in our geotechnical laboratory. Laboratory tests will be conducted to determine engineering and index properties, and will include natural moisture content, grain size distribution, and organic content. All tests will be conducted in accordance with the appropriate ASTM test method, in our AASHTO-accredited geotechnical laboratory in Redmond, Washington.

Utilizing the results of our field investigation and laboratory testing, we will conduct geotechnical engineering analyses to develop design and construction recommendations for trestle/bridge support. Our evaluations will include the DiamondPier Foundation Elements; conventional 4- to 8-inch diameter pipe (pin) piles; helical anchors; and conventional spread footings. We will collaborate with the City of Gig Harbor and their structural engineering consultant to ensure our recommendations are mutually supportive of the chosen structural system.

We will prepare a draft geotechnical engineering report presenting the results of our studies, and our conclusions and recommendations. We will participate in up to one (1) meeting with the design team to review and discuss geotechnical and structural design and construction considerations. We will then address any review comments/requests on our draft geotechnical report, and issue a final geotechnical report, sealed by a Washington State PE geotechnical engineer.

We will assist the design team with the preparation of for-bid plans and specifications. This support will include review and commentary on draft plans/specs prepared by the lead designer. We will provide up to twelve (12) hours of professional engineer time for geotechnical input to the plans and specifications.

KLEINFELDER LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2013 DIRECT SALARY RATES								TOTAL AMOUNT	
	Sr. Principal	Principal	Proj. Engr.	Geologist	Field Tech.	CAD	Admin	TOTAL HOURS		
	\$68.00	\$62.50	\$37.50	\$30.50	\$21.50	\$22.75	\$21.50			
Review existing plans and needs by HW Lochner, and the existing geotechnical report by Landau, and plan and coordinate Kleinfelder field work.		2	2		2			6	\$243	
Conduct the geotechnical site reconnaissance and hand exploration program (project engineer assisted by a field technician for two full days in the field). Complete a series of (at least 8) hand borings with DCP soundings to explore the near-surface soil and ground water conditions.		2	18		18			38	\$1,187	
Prepare field boring logs and DCP soundings; assign/review geotechnical engineering laboratory testing.		1	4					5	\$213	
Geotechnical engineering analyses: evaluate suitability of Diamond Pier foundations along the 1,200 foot bridge (4 hrs); evaluate soil strength and index properties for use with Diamond Pier and other foundation designs (2 hrs); evaluate alternative foundation types (eg small diameter pipe piles, helical anchors, and spread footings) in the event that Diamond Pier foundations are not suitable due to soil conditions (10 hrs).		4	12					16	\$700	
Prepare draft geotechnical engineering report summarizing the results of our studies with design and construction recommendations for suitable trestle bridge foundation types.	1	4	12			3	3	23	\$901	
Address any review comments on the draft geotechnical engineering report, and issue a final geotechnical report stamped by a licensed professional engineer registered in the State of Washington.	1	4	4			3	3	15	\$601	
Participate in one (1) design coordination meeting with the Lochner and City of Gig Harbor team to review and discuss site conditions and the recommended foundation type(s) for the proposed trestle bridge structure. The Kleinfelder principal engineer and project engineer will both attend this meeting.		5	5					10	\$500	
Provide up to 12 hours of geotechnical engineering input to assist the Lochner team with geotechnical and foundation related plans and specifications.		4	8					12	\$550	
Provide project and contract management and correspondence. A noninal level of effort of 10% of the total labor effort is assumed for project/contract management, as is typical for this type of project.		4	4				4	12	\$486	
TOTAL DIRECT SALARY LABOR:		2	28	67	0	18	6	10	131	\$5,380

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content	20	\$16	\$320
Grain Size Distribution	8	\$90	\$720
Organic Content	4	\$100	\$400
Atterberg Limits (plasticity)	0	\$150	\$0
Modified Proctor (moisture-density)	0	\$190	\$0
LABORATORY TOTAL:			\$1,440

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.555/mile - Assume 4 round trips plus bridge toll	\$270
Miscellaneous expenses (field supplies)	\$50
Laboratory Testing (detail to left)	\$1,440
Drilling Subcontractor	\$0
Traffic Control Subcontractor	\$0
TOTAL DIRECT EXPENSES:	\$1,760

PROJECT TOTALS AND SUMMARY:

Kleinfelder Direct Salary Cost (DSC)	\$5,380
Kleinfelder Overhead (OH) at 192.81%	\$10,373
Profit Labor at 30% of DSC	\$1,614
Direct Expenses	\$1,760
ESTIMATED PROJECT TOTAL:	\$19,127

Conditions/Assumptions:

1. We propose to complete this scope of work on an hourly time and expense basis, not to exceed the project budget. If unanticipated conditions are revealed requiring a modification to our scope and budget, we will contact DEA for authorization before proceeding.
2. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of the Kleinfelder project manager. The Kleinfelder project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he determines appropriate.
3. All explorations will be dug by Kleinfelder personnel using hand-tools. Drill cuttings generated during our explorations will be distributed out in the wooded areas near each boring location. Site access permission and any required permits to complete this work will be obtained and provided to us by the City of Gig Harbor.
4. This work scope excludes identification or evaluation of potential presence or absence of hazardous or contaminated soil and ground water.
5. This work scope excludes geotechnical observation and consultation during construction. We advocate full-time observation and documentation of pile installation activities by a qualified geo-inspector. A proposal for geotechnical construction support will be provided as the design details are completed and upon request.

Project Cost Estimate
Geotechnical Engineering Support to David Evans Associates (DEA)
Cushman Trail PHASE 4: 4,200-foot long trail on-grade
Gig Harbor Washington

Kleinfelder Proposal No.: 133786

Revision: v3

Date: 22-May-13

Prepared By: EOA

Proposed Scope of work summary as follows. Task-specific scope descriptions are presented in the labor breakdown below this section.

A kleinfelder geotechnical engineer/engineering geologist aided by a Kleinfelder field technician, will conduct a half-day geotechnical reconnaissance along the 4,200-foot long trail alignment. During this reconnaissance, our 2-man crew will advance a series of (3 to 5) hand borings and soil probes at selected locations, using hand-powered equipment (shovels, hand-augers, probes, etc.). Soil samples will be collected and placed in air-tight plastic bags for further examination and testing in our geotechnical laboratory. Laboratory tests will be conducted to determine engineering and index properties, and will include natural moisture content, grain size distribution, and organic content. All tests will be conducted in accordance with the appropriate ASTM test method, in our AASHTO-accredited geotechnical laboratory in Redmond, Washington. Utilizing the results of our field investigation and laboratory testing, we will conduct geotechnical engineering analyses to evaluate site earthwork including subgrade properties, site drainage, permanent cuts and fills, and related issues for the at-grade trail. This includes geotechnical evaluation for one low fill wall and culvert undercrossing near STA 607+00.

We will prepare a draft geotechnical engineering report presenting the results of our studies, and our conclusions and recommendations. We will then address any review comments/requests on our draft geotechnical report, and issue a final geotechnical report, sealed by a Washington State PE geotechnical engineer.

We will assist the design team with the preparation of for-bid plans and specifications. This support will include review and commentary on draft plans/specs prepared by the lead designer. We will provide up to four (4) hours of professional engineer time for geotechnical input to the plans and specifications.

KLEINFELDER LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2013 DIRECT SALARY RATES								TOTAL AMOUNT	
	Sr. Principal	Principal	Proj. Engr.	Geologist	Field Tech.	CAD	Admin.	TOTAL HOURS		
	\$68.00	\$62.50	\$37.50	\$30.50	\$21.50	\$22.75	\$21.50			
Review existing plans and existing geotechnical report by Landau, plan and coordinate Kleinfelder field work.			1		1			2	\$59	
Conduct the geotechnical site reconnaissance and hand exploration program (project engineer assisted by a field technician for two full days in the field). Complete a series of (at least 8) hand borings with DCP soundings to explore the near-surface soil and ground water conditions.		1	6		6			13	\$417	
Prepare field boring logs and DCP soundings; assign/review geotechnical engineering laboratory testing.			1		1			2	\$59	
Geotechnical engineering analyses for site earthwork, pavement, and drainage		2	4					6	\$275	
Prepare and submit a draft geotechnical engineering report		1	4			1	1	7	\$257	
Address any review comments on the draft geotechnical engineering report, and issue a final geotechnical report stamped by a licensed professional engineer registered in the State of Washington.		0.5	2			0.5	0.5	3.5	\$128	
Provide up to 4 hours of geotechnical engineering input to earthwork- and pavement-related plans and specifications		1	3					4	\$175	
Provide project and contract management and correspondence.		1	2				1	4	\$159	
TOTAL DIRECT SALARY LABOR:		0	6.5	22	0	7	1.5	2.5	39.5	\$1,529

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content	12	\$16	\$192
Grain Size Distribution	6	\$90	\$540
Organic Content	1	\$100	\$100
Atterberg Limits (plasticity)	1	\$150	\$150
Modified Proctor (moisture-density)	0	\$190	\$0
LABORATORY TOTAL:			\$982

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.555/mile - Assume 4 round trips plus bridge toll	\$270
Miscellaneous expenses (field supplies)	\$50
Laboratory Testing (detail to left)	\$982
Drilling Subcontractor	\$0
Traffic Control Subcontractor	\$0
TOTAL DIRECT EXPENSES:	\$1,302

PROJECT TOTALS AND SUMMARY:

Kleinfelder Direct Salary Cost (DSC)	\$1,529
Kleinfelder Overhead (OH) at 192.81%	\$2,947
Profit Labor at 30% of DSC	\$459
Direct Expenses	\$1,302
ESTIMATED PROJECT TOTAL:	\$6,237

Conditions/Assumptions:

1. Is assumed that this 4,200-foot long section of trail will be at-grade, with cuts and fills less than about 2 feet. There will one culvert-undercrossing and one low (2-foot high) fill wall near project STA 607+00 only. If the DEA team identifies a need for other walls, bridges, or culverts along this section of trail, our scope and budget may need to be adjusted.
2. We will complete this scope of work on an hourly time and expense basis, not to exceed the project budget. If unanticipated conditions are revealed requiring a modification to our scope and budget, we will contact DEA for authorization before proceeding.
3. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of the Kleinfelder project manager. The Kleinfelder project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he determines appropriate.
4. All explorations will be dug by Kleinfelder personnel using hand-tools. Drill cuttings generated during our explorations will be distributed out in the wooded areas near each boring location. Site access permission and any required permits to complete this work will be obtained and provided to us by the City of Gig Harbor.
5. This work scope excludes identification or evaluation of potential presence or absence of hazardous or contaminated soil and ground water.
6. This work scope excludes geotechnical observation and consultation during construction.



Project Scope and Fee Agreement

Client Information

Company	Phone	Fax	website
David Evans and Associates Inc.	425 586-9792	0	
Mailing Address	City	State	Zip
415 - 118th Ave SE	Bellevue	WA	98005

Project Manager Information

Name	Direct Line	Cell	Email
Maggie Buckley	425 586-9792		mibr@deainc.com

Project Information

Project Title	Client Project Number	CRC Project Number		
Cushman Trail, Phases III and IV		1305J		
Project Location	City			
near Burnham Drive, 96th and Borgen Blvd	Gig Harbor			
Section	Township	Range	County	Total Project Area
36, 31, 6	22, 21 North	01 and 02 East	Pierce	approximately 1 mile

Project Schedule

Anticipated Completion Date:
May - July 2013
 CRC anticipates completion of field investigation within 15 days of this signed contract and receipt of the APE Concurrence paperwork. A final report will be submitted within 30 days of fieldwork completion.

Project Description

David Evans and Associates, on behalf of the City of Gig Harbor, is requesting a cultural resources assessment for the Phases 3 and 4 of the Cushman Trail project located in Gig Harbor, Pierce County, Washington. This portion of the Cushman Trail project, Phases 3 and 4, will construction the final mile of a six-mile non-motorized regionally significant trail through Gig Harbor generally along with alignment of the existing Tacoma Public Utility right-of-way. Phase 3 begins where the trail currently ends at 96th Street and continues north approximately 1/3 mile to Burnham Drive. Phase 4 begins at Burnham Drive and continues north approximately 2/3 mile connecting to a trailhead at Borgen Blvd. This project will also include a wetlands mitigation parcel, location to be determined.

Project Assumptions

- * This scope and budget is based upon information provided on 17 May 2013. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.
- * This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area. It would be necessary to adjust the budget if additional sites are found. This budget was prepared with the assumption that no more than ten (10) shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- * This scope assumes that no meetings with clients and/or stakeholders will be required.
- * This scope assumes that project proponents can provide immediate Right Of Entry to CRC so the project may be completed within the stated project schedule.
- * This scope assumes that all relevant project information, prior reports including geotechnical reports, design plans and project maps will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- * If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- * Due to recent changes in Washington State Law (RCW 19.122), this budget assumes the client will provide utility locator services prior to CRC field investigations.
- * CRC assumes our report will be submitted to DAHP (cover page provided; however, the client should include their own cover letter requesting review) within 15 days of receipt of said report for review. CRC cannot be held liable for reports prepared but not submitted to DAHP in a timely manner. Additional fees may apply for additional services required as part of DAHP's review process for reports submitted after 15 days of receipt.

* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Project Deliverables

CRC will provide the following project components as part of this cultural resources assessment.

CRC Task 1 - DEA Task 4.1 Cultural Resources Assessment Report

Upon concurrence of the Area of Potential Effect (APE) from the Department of Archaeology and Historic Preservation (DAHP) and the Tribes, CRC will conduct a cultural resources survey of the project APE. A draft Cultural Resources Report was previously submitted and will be modified to include the results of the field survey. The revised report will describe background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards.

Deliverables:

Revised Draft Cultural Resources Report for review by DEA and the City (PDF only) by June 30, 2013.

Final Cultural Resource Report for submittal to WSDOT and DAHP (one PDF copy, 1 electronic version on CD for DAHP, and hard copies on request)

Assumptions:

DAHP and the Tribes will provide concurrence on the APE by May 25, 2013.

The APE is inclusive of Phases 3 and 4. The Cultural Resources Assessment will address both phases.

Project Fee

Please Note: The time frame and fee for services quote is valid for 60 days.

The fee for services described above is anticipated to be less than \$ **4,525.00**

The cost for this project is based upon information we have received to date.

Payment for work completed is typically due upon receipt of invoice and/or report. Will you require any additional documentation prior to processing the invoice for work completed on this project?

____ Subconsultant Agreement

____ Certificate of Insurance

____ W-9 Information

David Evans and Associates Inc.

Maggie Buckley

415 - 118th Ave SE

Bellevue, WA 98005

Cultural Resource Consultants, Inc.

Glenn Hartmann

PO Box 10668

Bainbridge Island, WA 98110

Name/Title:

Glenn D. Hartmann,

President/Principal Investigator

Date: _____

Date: _____

Exhibit G-1
Subconsultants' Fee

Project Cost Estimate
Geotechnical Engineering Support to David Evans Associates (DEA)
Cushman Trail PHASE 3: 1,200-foot longtrestle/bridge over Class 2 wetlands
Gig Harbor Washington

Kleinfelder Proposal No.: 133786
Revision: v3
Date: 22-May-13
Prepared By: EOA

Proposed Scope of work summary as follows. Task-specific scope descriptions are presented in the labor breakdown below this section.

A Kleinfelder geotechnical engineer/engineering geologist aided by a Kleinfelder field technician, will conduct a 2-day site reconnaissance along the 1,200-foot trestle/bridge alignment. The 2-man crew will advance a series of (at least 8) exploration borings and soil probes will be conducted at selected locations, using hand-powered equipment (shovels, hand-augers, probes, etc.). Soil samples will be collected and placed in air-tight plastic bags for further examination and testing in our geotechnical laboratory. Laboratory tests will be conducted to determine engineering and index properties, and will include natural moisture content, grain size distribution, and organic content. All tests will be conducted in accordance with the appropriate ASTM test method, in our AASHTO-accredited geotechnical laboratory in Redmond, Washington.

Utilizing the results of our field investigation and laboratory testing, we will conduct geotechnical engineering analyses to develop design and construction recommendations for trestle/bridge support. Our evaluations will include the Diamond Pier Foundation Elements; conventional 4- to 8-inch diameter pipe (pin) piles; helical anchors; and conventional spread footings. We will collaborate with the City of Gig Harbor and their structural engineering consultant to ensure our recommendations are mutually supportive of the chosen structural system.

We will prepare a draft geotechnical engineering report presenting the results of our studies, and our conclusions and recommendations. We will participate in up to one (1) meeting with the design team to review and discuss geotechnical and structural design and construction considerations. We will then address any review comments/requests on our draft geotechnical report, and issue a final geotechnical report, sealed by a Washington State PE geotechnical engineer.

We will assist the design team with the preparation of for-bid plans and specifications. This support will include review and commentary on draft plans/specs prepared by the lead designer. We will provide up to twelve (12) hours of professional engineer time for geotechnical input to the plans and specifications.

WORK TASK DESCRIPTION	PERSONNEL & 2013 DIRECT SALARY RATES								TOTAL AMOUNT	
	Sr. Principal	Principal	Proj. Engr.	Geologist	Field Tech.	CAD	Admin.	TOTAL HOURS		
	\$68.00	\$62.50	\$37.50	\$30.50	\$21.50	\$22.75	\$21.50			
Review existing plans and needs by HW Lochner, and the existing geotechnical report by Landau, and plan and coordinate Kleinfelder field work.		2	2		2			6	\$243	
Conduct the geotechnical site reconnaissance and hand exploration program (project engineer assisted by a field technician for two full days in the field). Complete a series of (at least 8) hand borings with DCP soundings to explore the near-surface soil and ground water conditions.		2	18		18			38	\$1,187	
Prepare field boring logs and DCP soundings; assign/review geotechnical engineering laboratory testing.		1	4					5	\$213	
Geotechnical engineering analyses: evaluate suitability of Diamond Pier foundations along the 1,200 foot bridge (4 hrs); evaluate soil strength and index properties for use with Diamond Pier and other foundation designs (2 hrs); evaluate alternative foundation types (eg small diameter pipe piles, helical anchors, and spread footings) in the event that Diamond Pier foundations are not suitable due to soil conditions (10 hrs).		4	12					16	\$700	
Prepare draft geotechnical engineering report summarizing the results of our studies with design and construction recommendations for suitable trestle bridge foundation types.	1	4	12			3	3	23	\$901	
Address any review comments on the draft geotechnical engineering report, and issue a final geotechnical report stamped by a licensed professional engineer registered in the State of Washington.	1	4	4			3	3	15	\$601	
Participate in one (1) design coordination meeting with the Lochner and City of Gig Harbor team to review and discuss site conditions and the recommended foundation type(s) for the proposed trestle bridge structure. The Kleinfelder principal engineer and project engineer will both attend this meeting.		5	5					10	\$500	
Provide up to 12 hours of geotechnical engineering input to assist the Lochner team with geotechnical and foundation related plans and specifications.		4	8					12	\$550	
Provide project and contract management and correspondence. A noninal level of effort of 10% of the total labor effort is assumed for project/contract management, as is typical for this type of project.		4	4				4	12	\$486	
TOTAL DIRECT SALARY LABOR:		2	28	67	0	18	6	10	131	\$5,380

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content	20	\$16	\$320
Grain Size Distribution	8	\$90	\$720
Organic Content	4	\$100	\$400
Atterberg Limits (plasticity)	0	\$150	\$0
Modified Proctor (moisture-density)	0	\$190	\$0
LABORATORY TOTAL:			\$1,440

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.555/mile - Assume 4 round trips plus bridge toll	\$270
Miscellaneous expenses (field supplies)	\$50
Laboratory Testing (detail to left)	\$1,440
Drilling Subcontractor	\$0
Traffic Control Subcontractor	\$0
TOTAL DIRECT EXPENSES:	\$1,760

PROJECT TOTALS AND SUMMARY:

Kleinfelder Direct Salary Cost (DSC)	\$5,380
Kleinfelder Overhead (OH) at 192.81%	\$10,373
Profit Labor at 30% of DSC	\$1,614
Direct Expenses	\$1,760
ESTIMATED PROJECT TOTAL:	\$19,127

Conditions/Assumptions:

1. We propose to complete this scope of work on an hourly time and expense basis, not to exceed the project budget. If unanticipated conditions are revealed requiring a modification to our scope and budget, we will contact DEA for authorization before proceeding.
2. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of the Kleinfelder project manager. The Kleinfelder project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he determines appropriate.
3. All explorations will be dug by Kleinfelder personnel using hand-tools. Drill cuttings generated during our explorations will be distributed out in the wooded areas near each boring location. Site access permission and any required permits to complete this work will be obtained and provided to us by the City of Gig Harbor.
4. This work scope excludes identification or evaluation of potential presence or absence of hazardous or contaminated soil and ground water.
5. This work scope excludes geotechnical observation and consultation during construction. We advocate full-time observation and documentation of pile installation activities by a qualified geo-inspector. A proposal for geotechnical construction support will be provided as the design details are completed and upon request.

Project Cost Estimate
Geotechnical Engineering Support to David Evans Associates (DEA)
Cushman Trail PHASE 4: 4,200-foot long trail on-grade
Gig Harbor Washington

Kleinfelder Proposal No.: 133786
Revision: v3
Date: 22-May-13
Prepared By: EOA

Proposed Scope of work summary as follows. Task-specific scope descriptions are presented in the labor breakdown below this section.

A kleinfelder geotechnical engineer/engineering geologist aided by a Kleinfelder field technician, will conduct a half-day geotechnical reconnaissance along the 4,200-foot long trail alignment. During this reconnaissance, our 2-man crew will advance a series of (3 to 5) hand borings and soil probes at selected locations, using hand-powered equipment (shovels, hand-augers, probes, etc.). Soil samples will be collected and placed in air-tight plastic bags for further examination and testing in our geotechnical laboratory. Laboratory tests will be conducted to determine engineering and index properties, and will include natural moisture content, grain size distribution, and organic content. All tests will be conducted in accordance with the appropriate ASTM test method, in our AASHTO-accredited geotechnical laboratory in Redmond, Washington. Utilizing the results of our field investigation and laboratory testing, we will conduct geotechnical engineering analyses to evaluate site earthwork including subgrade properties, site drainage, permanent cuts and fills, and related issues for the at-grade trail. This includes geotechnical evaluation for one low fill wall and culvert undercrossing near STA 607+00.

We will prepare a draft geotechnical engineering report presenting the results of our studies, and our conclusions and recommendations. We will then address any review comments/requests on our draft geotechnical report, and issue a final geotechnical report, sealed by a Washington State PE geotechnical engineer.

We will assist the design team with the preparation of for-bid plans and specifications. This support will include review and commentary on draft plans/specs prepared by the lead designer. We will provide up to four (4) hours of professional engineer time for geotechnical input to the plans and specifications.

KLEINFELDER LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2013 DIRECT SALARY RATES								TOTAL AMOUNT	
	Sr. Principal	Principal	Proj. Engr.	Geologist	Field Tech.	CAD	Admin.	TOTAL HOURS		
	\$68.00	\$62.50	\$37.50	\$30.50	\$21.50	\$22.75	\$21.50			
Review existing plans and existing geotechnical report by Landau, plan and coordinate Kleinfelder field work.			1		1			2	\$59	
Conduct the geotechnical site reconnaissance and hand exploration program (project engineer assisted by a field technician for two full days in the field). Complete a series of (at least 8) hand borings with DCP soundings to explore the near-surface soil and ground water conditions.		1	6		6			13	\$417	
Prepare field boring logs and DCP soundings; assign/review geotechnical engineering laboratory testing.			1		1			2	\$59	
Geotechnical engineering analyses for site earthwork, pavement, and drainage		2	4					6	\$275	
Prepare and submit a draft geotechnical engineering report		1	4			1	1	7	\$257	
Address any review comments on the draft geotechnical engineering report, and issue a final geotechnical report stamped by a licensed professional engineer registered in the State of Washington.		0.5	2			0.5	0.5	3.5	\$128	
Provide up to 4 hours of geotechnical engineering input to earthwork- and pavement-related plans and specifications		1	3					4	\$175	
Provide project and contract management and correspondence.		1	2				1	4	\$159	
TOTAL DIRECT SALARY LABOR:		0	6.5	22	0	7	1.5	2.5	39.5	\$1,529

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content	12	\$16	\$192
Grain Size Distribution	6	\$90	\$540
Organic Content	1	\$100	\$100
Atterberg Limits (plasticity)	1	\$150	\$150
Modified Proctor (moisture-density)	0	\$190	\$0
LABORATORY TOTAL:			\$982

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.555/mile - Assume 4 round trips plus bridge toll	\$270
Miscellaneous expenses (field supplies)	\$50
Laboratory Testing (detail to left)	\$982
Drilling Subcontractor	\$0
Traffic Control Subcontractor	\$0
TOTAL DIRECT EXPENSES:	\$1,302

PROJECT TOTALS AND SUMMARY:

Kleinfelder Direct Salary Cost (DSC)	\$1,529
Kleinfelder Overhead (OH) at 192.81%	\$2,947
Profit Labor at 30% of DSC	\$459
Direct Expenses	\$1,302
ESTIMATED PROJECT TOTAL:	\$6,237

Conditions/Assumptions:

1. Is assumed that this 4,200-foot long section of trail will be at-grade, with cuts and fills less than about 2 feet. There will one culvert-undercrossing and one low (2-foot high) fill wall near project STA 607+00 only. If the DEA team identifies a need for other walls, bridges, or culverts along this section of trail, our scope and budget may need to be adjusted.
2. We will complete this scope of work on an hourly time and expense basis, not to exceed the project budget. If unanticipated conditions are revealed requiring a modification to our scope and budget, we will contact DEA for authorization before proceeding.
3. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of the Kleinfelder project manager. The Kleinfelder project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he determines appropriate.
4. All explorations will be dug by Kleinfelder personnel using hand-tools. Drill cuttings generated during our explorations will be distributed out in the wooded areas near each boring location. Site access permission and any required permits to complete this work will be obtained and provided to us by the City of Gig Harbor.
5. This work scope excludes identification or evaluation of potential presence or absence of hazardous or contaminated soil and ground water.
6. This work scope excludes geotechnical observation and consultation during construction.

Subconsultant Fee Determination - Summary Sheet

Project: David Evans and Associates
CRC #: 1305J - Cushman Trail Phases III and IV

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal Investigator	6.0		\$ 62.02		\$ 372.12
Project Archaeologist I	0.0		\$ 34.27		\$ -
Project Archaeologist II	50.0		\$ 30.47		\$ 1,523.50
Project Archaeologist III	0.0		\$ 28.85		\$ -
Field Archaeologist	0.0		\$ 21.00		\$ -
Field Archaeologist	0.0		\$ 18.00		\$ -
Field Archaeologist	0.0		\$ 16.00		\$ -
Historic Architect	0.0		\$ 43.52		\$ -
Project Historian	0.0		\$ 31.55		\$ -
Office Manager	6.0		\$ 31.01		\$ 186.06
Office Assistant	0.0		\$ 18.00		\$ -
	62.0				\$ 2,081.68

Overhead (OH Cost - - including Salary Additives):

OH Rate x DLC of: 95% %x\$ \$ 2,081.68 \$ 1,977.60

Fixed Fee (FF):

FF Rate x DLC of: 20% %x\$ \$ 2,081.68 \$ 416.34

Reimbursables:

Photo & Graphic Supplies \$ -
Lodging: \$ -
Per Diem: \$ -
Mileage: \$ 49.39

\$ 49.39

Grand Total: \$ 4,525.00

Prepared by: Teresa Peterson, Office Manager
DOT Form 140-089 EF Exhibit G-1

Date: 20-May-13

Exhibit G-3

Subconsultants' Overhead



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 8, 2012

Gloria Fulop, Administrative Services Supervisor
Kleinfelder West, Inc.
14710 NE 87th Street, Ste 100
Redmond, WA 98052-3400

RE: Kleinfelder West, Inc. Overhead Schedules
Fiscal Year End March 31, 2011

Dear Ms. Fulop:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Kleinfelder West.

The schedule was audited by the O'Connor & O'Connor, LLP for compliance with Part 31 of the Federal Acquisition Regulations. O'Connor & O'Connor accepted an overhead rate for the year ended March 31, 2011, at 192.81% of direct labor.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of the firm's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Kleinfelder West's overhead rate for the fiscal year ending March 31, 2011, at 192.81% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

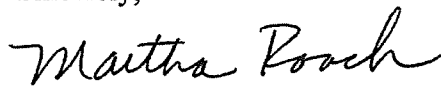
Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Fulop
March 8, 2012
Page 2

If you, or any representatives of Kleinfelder West, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Certification of Final Indirect Costs

Firm Name: Kleinfelder

Indirect Cost Rate Proposal: 192.01 %

Date of Proposal Preparation (mm/dd/yyyy): 08/03/2011

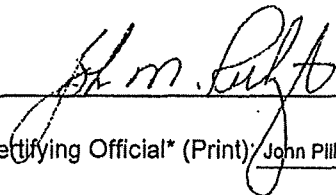
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 04/01/2010 to 03/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): John Pilkington

Title: Sr. VP and CFO

Date of Certification (mm/dd/yyyy): 08/03/2012

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>

Kleinfelder
Statement of Direct Labor, Fringe Benefits and General Overhead
Year Ended March 31, 2011

	PER COMPANY STATEMENT	ADJUSTMENTS	ADJUSTED STATEMENT	%	Unallowable Costs per FAR Section
Direct Labor	\$69,295,850	0	\$69,295,850	100.0000%	
=====					
Fringe Benefits:					
Vacation	10,213,082		10,213,082	14.7384%	
Sick	104,452		104,452	0.1507%	
Holiday	3,544,706		3,544,706	5.1153%	
Workers Compensation Insurance	1,833,370		1,833,370	2.6457%	
Medical and Life Insurance	11,426,878		11,426,878	16.4900%	
Employee Welfare and Development	151,060	3,688	154,748	0.2233%	Corporate allocation
Employers Share of FICA	10,560,090		10,560,090	15.2391%	
Unemployment and Disability Insurance	76,768		76,768	0.1108%	
Total Fringe Benefits	37,910,406	3,688	37,914,094	54.7134%	
=====					
General Overhead:					
Indirect Labor	45,910,600	(117,648)	45,792,952	66.0833%	31.205-6 & Bonus
Professional Fees	6,452,639	(636,021)	5,816,618	8.3939%	31.205-27 & 47
Communications	2,283,269		2,283,269	3.2950%	
Occupancy	13,314,142		13,314,142	19.2135%	
Office supplies and equipment	2,707,940		2,707,940	3.9078%	31.205-28
Insurance and Permits	4,769,131	28,258	4,797,389	6.9231%	31.205-19
Professional Activities	2,765,061	(1,009,954)	1,755,107	2.5328%	31.205-1;8 & 14
Employee Relocation & Recreation	979,564	(260,215)	719,349	1.0381%	31.205-13(b);35 & 51
Training	677,319		677,319	0.9774%	
Reproduction and Photography	1,044,450		1,044,450	1.5072%	
Vehicles	4,943,088	(1,752)	4,941,336	7.1308%	31.205-46
Travel	4,603,839	(228,772)	4,375,067	6.3136%	31.205-46
Publications	172,051		172,051	0.2483%	
Proposals	53,403		53,403	0.0771%	
Data Processing	4,097,919		4,097,919	5.9137%	
Taxes and Licenses	836,293		836,293	1.2068%	
Internal Allocations	(3,388,669)		(3,388,669)	-4.8901%	
Miscellaneous	1,283,078	(272,154)	1,010,924	1.4589%	31.205-15;16;28 & 43
Depreciation and Amortization	7,242,719	(3,641,834)	3,600,885	5.1964%	31.205-49
Bad Debts	585,274	(585,274)	0	0.0000%	31.205-3
Interest expense	3,170,430	(3,170,430)	0	0.0000%	31.205-20
Capitalized lease interest	0		0	0.0000%	
Allocation of corporate expenses		(12,049)	(12,049)	-0.0174%	See Notes
ESOP plan		1,102,781	1,102,781	1.5914%	See Notes
Total General Overhead	104,503,540	(8,805,065)	95,698,475	138.1013%	
=====					
Total Fringe Benefits and Overhead Costs	\$142,413,946	(\$8,801,377)	\$133,612,569	192.8147%	
=====					

The report of the independent certified public accountant and the notes to this statement are an integral part of this statement.

ADJUSTMENTS TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS and GENERAL OVERHEAD

DIRECT and INDIRECT LABOR

Included in the Company's direct labor base is the premium portion of overtime. The Company has elected not to reclassify this amount to other direct costs. (FAR31.201-4).

OTHER ADJUSTMENTS

Audit adjustments represent various costs unallowable by specific FAR Sections:

ESOP Plan	(\$1,102,781)	Passed from Corporate
Legal Litigation & Settlement Costs	\$636,021	31.205-27 & 47
Benefits adjustments	(3,688)	Adjusted to actual
Advertising and Contributions	1,009,954	31.205-1; 8 ;14
Bad Debts	585,274	31.205-3
Interest Expense	3,170,430	31.205-20
Allocation of Corporate Expenses	12,049	Various
Amortization of Goodwill	3,641,834	31.205-49
Meals & Entertainment	329,042	31.205-13(b), 35, 46 & 51
Other	405,593	31.205-15: 16: 19: 28: 43
Bonuses, less excess salaries	117,648	Passed from Corporate
	<u>\$8,801,377</u>	

SUMMARY OF FRINGE BENEFIT AND OVERHEAD RATES

The following represents the allowable rates incurred by the Company for the year ended March 31, 2011:

	<u>Home Office</u>
Fringe Benefit Rate	54.7134%
Overhead Rate	138.1013%

Total Combined Rate	192.8147%
	=====

Cultural Resource Consultants, Inc.

Overhead Cost Schedule

2011 YTD

Direct Labor Base	\$	636,102	
Overhead Costs			% of Labor
Auto and Travel	\$	1,118	0.18%
Field Vehicles/Equipment	\$	29,365	4.62%
Bank Service Charges	\$	751	0.12%
Business Licenses	\$	398	0.06%
Business Taxes	\$	32,350	5.09%
Communications & Telephone	\$	6,930	1.09%
Computer Expenses	\$	559	0.09%
Consultant Services	\$	-	0.00%
Depreciation Expense	\$	-	0.00%
Employee Health Insurance	\$	76,523	12.03%
Employee Recognition & Morale	\$	185	0.03%
Fees, Dues, Meetings, Etc.	\$	130	0.02%
Insurance			
Auto	\$	4,770	0.75%
Boat	\$	1,850	0.29%
General	\$	6,365	1.00%
Life/Disability	\$	6,181	0.97%
Professional	\$	1,574	0.25%
Library, Lab & Field Supplies	\$	154	0.02%
Unreimbursed Project Expenses	\$	154	0.02%
Office Equipment	\$	1,246	0.20%
Office Maintenance	\$	100	0.02%
Office Supplies	\$	6,983	1.10%
Payroll Taxes	\$	109,084	17.15%
Pension - 401(K)	\$	21,461	3.37%
Postage & Delivery	\$	1,636	0.26%
Principal's Salaries	\$	58,023	9.12%
Professional Develop/Training	\$	20	0.00%
Professional Services	\$	250	0.04%
Professional Tax Prep	\$	250	0.04%
Rent	\$	20,318	3.19%
Sick Leave	\$	7,083	1.11%
Subscriptions/Publications	\$	125	0.02%
Unemployment Taxes	\$	9,360	1.47%
Vacation Leave	\$	24,817	3.90%
Wages, Administrative	\$	34,510	5.43%
Wages, Bonus	\$	87,580	13.77%
Wages, Clerical Salaries	\$	14,464	2.27%
Wages, Holidays	\$	20,054	3.15%
Worker's Comp	\$	18,512	2.91%
Total Overhead Costs	\$	605,233	95.15%

Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim (s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. CPP-1126
Local Agency Gig Harbor

I hereby certify that I am an Associate and duly authorized representative of the firm of David Evans and Associates, Inc. whose address is 3700 Pacific Highway East, Fife, WA 98424 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/6/13
Date

Adam Tubold
Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Gig Harbor, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): David Evans and Associates, Inc.

6/6/13
(Date)

Ade M. Rebold
(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): David Evans and Associates, Inc.

6/6/13

(Date)

Ale M Zehrad

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of CUSHMAN TRAIL PHASE III AND IV * are accurate, complete, and current as of 6/5/13 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm David Evans and Associates, Inc.
Name Aden M Zebald
Title ASSOCIATE
Date of Execution*** 6/5/13

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



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

Subject: Public Hearing and First Reading-
Amending Gig Harbor Municipal Code Chapter
18.10-Flood Hazard Construction Standards

Proposed Council Action: Hold public hearing
and First Reading of Ordinance

Dept. Origin: Planning Department/Legal

Prepared by: Peter Katich, Sr. Planner
Angela Belbeck, City Attorney

For Agenda of: June 10, 2013

Exhibit: Draft Ordinance

	Initial&Date
Concurred by Mayor:	<u>CLH 6/3/13</u>
Approved by City Administrator:	<u>R-6/3/13</u>
Approved as to form by City Atty:	<u>via e-mail 5/23/13</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>[Signature] 6/3/13</u>

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

On March 20, 2013, the City Council adopted Ordinance No. 1259 amending the Floodplain Construction Standard provisions codified in chapter 18.10 of the GHMC to permanently adopt the city's "Option 3" approach for complying with the National Marine Services Biological Opinion on FEMA's National Flood Insurance Program. Pursuant to RCW 86.16.041, communities proposing to amend floodplain management ordinances are required to submit the changes to the Department of Ecology (Ecology) for review. Ecology reviewed Ordinance No. 1259 and found it compliant with minimum federal and state floodplain standards. However, during the review, Ecology identified some inconsistencies in Chapter 18.10 GHMC. The amendments addressed by the attached draft ordinance will bring the remainder of the city's floodplain standards into compliance with federal and state standards. The amendments include a specific reference date to the Flood Insurance Rate Map used for the city's jurisdiction in Section 18.10.050; new residential and nonresidential construction standards in Section 18.10.070 and a new severability clause set forth in Section 18.10.100.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

Hold public hearing and First Reading of Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FLOOD HAZARD CONSTRUCTION STANDARDS; AMENDING SUBSECTIONS 18.10.050.B, 18.10.070.H.3 AND 18.10.070.I OF THE GIG HARBOR MUNICIPAL CODE AND ADDING A NEW SECTION 18.10.100 TO THE GIG HARBOR MUNICIPAL CODE FOR FLOOD HAZARD REDUCTION IN COMPLIANCE WITH MINIMUM FEDERAL AND STATE OF WASHINGTON FLOODPLAIN STANDARDS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2013 the Gig Harbor City Council adopted Ordinance No.1259 relating to development in areas of special flood hazard and within 200 feet landward of areas of special flood hazard and amending Chapter 18.10 of the Gig Harbor Municipal Code to require a habitat assessment or letter from NMFS or FEMA establishing compliance with the Endangered Species Act; and

WHEREAS, pursuant to RCW 86.16.041 communities proposing to amend their floodplain management ordinances are required to submit the changes to the Department of Ecology (Ecology) for review; and

WHEREAS, Ecology reviewed the ordinance and determined it to be compliant with National Flood Insurance Program (NFIP) and State Floodplain Standards; and

WHEREAS, Ecology determined that additional amendments to Chapter 18.10 of the Gig Harbor Municipal Code are required to maintain its consistency with federal and state floodplain standards; and

WHEREAS, the Gig Harbor City Council desires to bring Chapter 18.10 GHMC into compliance with federal and state floodplain standards as identified by Ecology's review; now, therefore,

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

Section 1. Subsection 18.10.050.B. - Amended. Subsection 18.10.050.B of the Gig Harbor Municipal Code is hereby amended to add the date of the flood insurance rate map as follows:

18.10.050 General provisions.

B. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Gig Harbor" dated March 2, 1981, and any revisions thereto, with an

accompanying flood insurance rate map (FIRM) dated September 2, 1981, and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The flood insurance study and the FIRM are on file at the Gig Harbor Civic Center, 3510 Grandview St., Gig Harbor, WA. The best available information for flood hazard area identification as outlined in GHMC 18.10.060 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under GHMC 18.10.060.

Section 2. Section 18.10.070 - Amended. Section 18.10.070 - Provisions for flood hazard reduction of the Gig Harbor Municipal Code is hereby amended to revise subsection H.3 and to add a new subsection I.5 to read as follows:

18.10.070 Provisions for flood hazard reduction.

H. Residential Construction.

....

3.Crawlspace Construction for Buildings Located in Special Flood Hazard Areas.

a. Below grade crawl spaces will not be considered basements if the following conditions are met:

(i) The interior grade of a crawlspace below the base flood elevation must not be more than 2 feet below the lowest adjacent exterior grade (LAG), shown as D in Figure 3.

(ii) the height of the below grade crawlspace, measured from the interior grade of the crawlspace to the top of the floor joist must not exceed 4 feet at any point (shown as L in Figure 3).

(iii) There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.

(iv) The velocity of floodwater at the site should not exceed 5 feet per second.

(v) The ductwork must be placed above the base flood elevation or sealed to prevent the entry of floodwaters.

b. Buildings that have below-grade crawlspaces will have higher flood insurance premiums than buildings that have the interior elevation at or above the lowest adjacent exterior grade. For additional information refer to FEMA Technical Bulletin 11.

I. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

....

5. Applicants who are floodproofing nonresidential buildings are hereby notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to the base flood elevation will be rated as one foot below.)

Section 3. Section 18.10.100 - Added. A new section 18.10.100 is hereby added to the Gig Harbor Municipal Code to read as follows:

18.10.100 Severability.

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 4. Ratification. The City Council hereby acknowledges and ratifies the provisions of Ordinance No. 1259, passed by the City Council on March 11, 2013.

Section 5. Effective Date. Pursuant to RCW 86.16.041(1), this ordinance shall take effect 30 days from filing with the Department of Ecology and be in full force after publication of an approved summary consisting of the title, unless the Department of Ecology disapproves the ordinance within the 30-day period set forth in RCW 86.16.041(1).

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2013.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and Resolution Authorizing Two Development Agreements for the Bellesara Plat.

Proposed Council Action: Adopt the Resolution after the public hearing authorizing the Mayor to execute the Development Agreements for the Bellesara Plat with Rush Residential Inc.

Dept. Origin: Engineering Department

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

For Agenda of: June 10, 2013

Exhibits: Resolution, Development Agreements with Exhibits (SEPA 05-1128), Site Location Map

Initial & Date

Concurred by Mayor:

SM 6/4/13

Approved by City Administrator:

R 6/4/13

Approved as to form by City Atty:

via email

Approved by Finance Director:

DR 6/4/13

Approved by Department Head:

12 6/3/13

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION/BACKGROUND

A required Hearing Examiner's Condition for Final Plat Approval requires the Developer, Rush Residential Inc. to make pro-rata share contributions for intersection and roadway improvements described in the City's Six Year Transportation Program called the 'Wollochet Drive Improvement Project' and the 'Hunt/Skansie Intersection Improvement Project' that are related to the Bellesara Plat Development. This pro-rata share was established by the Mitigated Determination of Nonsignificance (MDNS), Environmental Review Application No. SEPA 05-1128, dated November 20, 2006. Pursuant to GHMC 19.08.040B, the developer's underlying building permits are being held in abeyance until the City Council considers and approves the attached development agreements.

FISCAL CONSIDERATION

The Bellesara Plat Development pro-rata share contributions are \$38,400.00 for future roadway improvements of the Wollochet Drive Improvement Project and \$8,855.21 for future intersection improvements of the Hunt/Skansie Intersection Improvement Project. The total pro-rata costs are \$47,255.21. The Developer has made these payments in full to the City.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Adopt the Resolution after the Public Hearing, authorizing the Mayor to execute the Development Agreements for the Bellesara Plat with Rush Residential Inc.

RESOLUTION NO. 932

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE EXECUTION OF TWO DEVELOPMENT AGREEMENTS WITH RUSH RESIDENTIAL INC.

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, for the purposes of these two development agreements, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, these development agreements must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located at the intersection of Hunt Street NW and 46th Avenue NW (parcel numbers 0221073086), Gig Harbor, Washington, which is legally described in Exhibit A of the Development Agreements, attached hereto and incorporated herein by this reference; and

WHEREAS, the Mitigated Determination of Nonsignificance dated 11/20/06 attached as Exhibit B to the Development Agreements requires a "Development Agreement for Street Improvement Monetary Contributions" for payment of a pro-rata share of the cost of future roadway improvements along Wollochet Drive between Hunt Street NW and Highway 16 interchange and at the intersection of Hunt Street and Skansie Avenue; and

WHEREAS, on June 10, 2013, the City Council held its public hearing on the development agreements during a regular public meeting; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the

Development Agreements attached hereto as Exhibit A, with Rush Residential Inc.

Section 2. The City Council hereby directs the City Clerk to record the Development Agreements against the Property legally described in Exhibit A to the Development Agreements, pursuant to RCW 36.70B.190.

PASSED by the City Council this 10th day of June, 2013

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 06/04/13
PASSED BY THE CITY COUNCIL: 06/10/13
RESOLUTION NO. 932

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST,
W.M., IN PIERCE COUNTY WASHINGTON;

EXCEPT THE WEST 8 FEET THEREOF;

AND EXCEPT ROADS;

AND EXCEPT THAT PORTION CONVEYD TO STATE OF WASHINGTON BY DEED
RECORDED UNDER RECORING NUMBER 2364858, IN PIERCE COUNTY,
WASHINGTON.

EXHIBIT B
MITIGATED DETERMINATION OF NONSIGNIFICANCE



COMMUNITY DEVELOPMENT DEPARTMENT

(CORRECTED) Mitigated Determination of Nonsignificance (MDNS)
W.A.C. 197-11-970

Environmental Review Application No.: SEPA 05-1128

Action: Preliminary Plat, Design Review

Proposal: The proposal is to subdivide a 9.06 acre parcel into 31 single-family lots.
"Heritage Wright Subdivision"

Location: 4613 Hunt Street
Gig Harbor, WA 98335

Proponent: James Wright
P. O. 815
Gig Harbor, WA 98335

Agent: Erik Farstad, Bennett Development
12011 NE 1st Street, Suite 201
Bellevue, WA 98005

I. DESCRIPTION OF PROPOSAL:

The applicant requests a subdivision of 9.06 gross acres into 31 lots and two tracts. The property is zoned R-1, four units per acre. The site contains a small, (9,200 sq ft) Category III wetland. The net developable area is 7.71 acres therefore, 31 lots are allowed and thirty-one lots are proposed. The parcel was used for agricultural purposes including some orchard trees and livestock grazing. During the plat construction phase all buildings on the site shall be removed.

II. INCORPORATION BY REFERENCE:

The following documents contain information, studies and analysis that have been used in the review of this proposal and are hereby incorporated into this threshold determination by reference:

1. Geotechnical Engineering study prepared by Earth Consultants LLC. Dated June 9, 2005, date stamped November 23, 2005.
2. Wetland Analysis Report prepared by Willermood Associated, Inc. Dated June 27, 2005, date stamped November 23, 2006

MDNS SEPA 05-1128

Page 1 of 5

3. Traffic Impact Analysis prepared by Heath and Associates, Inc. dated June 15, 2005, with a City of Gig Harbor date stamp November 23, 2005
4. Signal Warrant Analysis for Hunt and Skansie, Dated May 16, 2006, date stamped May 18, 2006.
5. SEPA Checklist 05-1129

III. ANALYSIS:

A. Traffic and Transportation. The applicant is required to demonstrate that the significant adverse environmental impacts associated with their application can be reasonably mitigated, (RCW 43.21C.060). In addition, the applicant must demonstrate that if the proposed development resulting from approval of the application will cause the level of service on a transportation facility identified in the City's Comprehensive Plan to decline below the standards adopted in the transportation element of the Comprehensive Plan, that the applicant plans to install transportation improvements or strategies acceptable to the City to accommodate the impacts of the development, which shall be made concurrent with the development, (RCW 36.70A.070(6)).

The existing road facilities related to the proposed development location include Hunt Street, Skansie Avenue and Wollochet Drive. This proposed project impacts these and other existing facilities by adding additional vehicle trips to these facilities.

The City requested the applicant to analyze the intersection of Skansie Avenue and Hunt Street to see if a traffic signal and/or a left turn lane from Skansie Avenue southbound was warranted based on project impacts and future growth. The signal warrant analysis was not warranted at this time. However, the analysis did indicate that a left turn lane for southbound traffic on Skansie Avenue "would be a solution if congestion issues were present."

A review of WSDOT guidelines for a left-turn storage and review of the signal warrant analysis indicates that installation of a left-turn lane for traffic southbound on Skansie Avenue would alleviate congestion and increase safety due to separated volumes for right and left turns. Condition 1 noted below provides mitigation for these congestion and safety issues.

Additionally, the TIA indicated 16 of the 37 PM peak hour trips would utilize Wollochet Drive north of Hunt Street where the City has identified a transportation improvement project. The City has identified the "Wollochet Drive improvement Project" in the six year transportation Plan (TIP) to include various improvements along Wollochet Drive between Hunt Street and SR 16 to upgrade the roadway in the vicinity of this proposed development. Condition 2 noted below provides mitigation as part of these improvements.

B. Sewer Impacts: City code requires all new houses, buildings, structures, or other uses of property used for human occupancy to connect the improvements to a public sanitary sewer. No public sanitary sewer currently exists in the area of the proposed development. The City's current wastewater Comprehensive Plan shows the proposed development located in the C5 sewer collection basin. In order for the proposed development to connect to the public sanitary sewer, the Comprehensive Plan indicates a sewer lift station will be required. Item 1 below, is related to sewer impacts.

C. Critical Areas: The site contains a Category III on the southern portion of the site. A wetland report has been prepared and the wetland with the appropriate buffers, have been shown on the plat drawings. In addition, the wetland and buffers have been placed in is a separate tract for their protection. Additional wetland protections are being required with this MDNS.

Conditions:

The applicant shall provide the following mitigation measures in connection with transportation concurrency for this development application:

1. The applicant shall be required to provide any or all of the sewer improvements necessary as noted in the City's Wastewater Comprehensive Plan (Basin C5) in order to provide the public sanitary sewer to the development. The sewer improvements shall be designed, constructed and accepted by the City prior to the certificate of occupancy of any houses, buildings, or structures associated with the proposed development. Design and construction of the sewer lift station and associated sewer mains require a separate SEPA checklist and review process.
2. The applicant shall pay the City's traffic impact fees in accordance with Chapter 19.12 of the Gig Harbor Municipal Code. Additionally, developments may be given credit for impact fees under certain conditions in accordance with Section 19.12.080.
3. The applicant shall design and construct separated right and left turn pockets for vehicles southbound on Skansie Avenue turning onto Hunt Street. Figure 910-9a of the Washington State Department of Transportation Design Manual provides for a left turn storage length of 150 feet. These improvements are in addition to and shall be incorporated into, all required frontage improvements. The plans for the separated right and left turn pockets shall be designed in accordance with the City of Gig Harbor Public Works standards and shall be reviewed and approved by the City of Gig Harbor prior to beginning construction. These improvements shall be completed prior to the City of Gig Harbor issuing any certificates for building occupancy at this site.
4. The applicant shall pay a pro-rata share of the cost of the "Wollochet Drive Improvement Project" identified in the City's TIP. The pro-rata share of this \$6,000,000 project, in 2006 dollars, shall be \$38,400. Payment of the share shall be received prior to the City signing the mylar drawings for construction

purposes. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

5. The applicant shall pay a pro-rata share of the cost for the "Hunt/Skansie Intersection Improvement Project" identified in the City's TIP. The pro-rata share of this \$1,200,000 project, in 2006 dollars, shall be \$8,855.21. Payment of the share shall be received prior to the City signing the mylar drawings for construction purposes. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

The applicant shall provide the following mitigation in connection with critical areas:

6. Prior to final occupancy of the first residence, at a minimum, the applicant shall install a split rail fence either along the wetland buffer or at the back of sidewalk beginning at the easterly edge of the buffer on Hunt Street then along the entry to the easterly edge of the storm water detention pond access driveway.

IV. THRESHOLD DETERMINATION:

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment, provided mitigation measures specified in Section IV A – B above are imposed. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This MDNS is issued under WAC 197-11-350; the lead agency will not act on this proposal for 14 days from the date of this document. **Comments must be submitted by November 29, 2006.**

This MDNS will not become final until the end of the comment period, **December 13, 2006.**

Any interested person may appeal the adequacy of the final SEPA Threshold Determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within fourteen (14) days after the end of the comment period, or October 19, 2005, which ever is later. The written appeal must be submitted with a filing fee of one hundred fifty dollars (\$150).

Responsible Official: Tom Dolan

Contact Info: City of Gig Harbor
Community Development Department
3510 Grandview Street
Gig Harbor, WA. 98335
(253) 851-6170

Signature Tom Dolan Date: November 20, 2006

CC: Applicant
File

Return Address:
City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):
1. DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND RUSH RESIDENTIAL INC., FOR STREET IMPROVEMENT MONETARY CONTRIBUTIONS

Grantor(s) (Last name first, then first name and initials):
1. Rush Residential Inc.

Grantee(s) (Last name first, then first name and initials):
1. City of Gig Harbor

Legal Description (Abbreviated: i.e. lot, block, plat; or section, township, range):
1. See Attachment Exhibit A

Property Tax Parcel No.: 0221073086

Reference Number(s) (Of documents assigned or released):

The Auditor/Recorded will rely on the information provided on this cover sheet. The staff will not read the Document to verify accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND RUSH RESIDENTIAL INC., FOR
STREET IMPROVEMENT MONETARY CONTRIBUTIONS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the “City,” and Rush Residential Inc., 6622 Wollochet Drive NW, Gig Harbor, WA 98335, a Washington Corporation, organized under the laws of the State of Washington, hereinafter the “Developer.”

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, the Developer has received a permit or approval from the City, and as a condition of such permit/approval, is required to either construct or make monetary contributions toward construction of an identified transportation improvement; and

WHEREAS, the City agrees to accept such monetary contribution; and

WHEREAS, on _____, 2013, the City Council held a public hearing on this Development Agreement, and authorized the Mayor to sign this Development Agreement with the Developer; Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 9.06 acres, located at 4613 Hunt Street NW, in the City of Gig Harbor. The mitigation of adverse impacts is a requirement of the Modified Mitigated Determination of Nonsignificance (MDNS), SEPA 05-1128, dated November 20, 2006, attached hereto as Exhibit B and incorporated herein by this reference.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *The Street Improvements.* The Developer has been required to make a pro-rata share contribution toward the cost for the “Wollochet Drive Improvement Project”, as a condition of SEPA approval. See Exhibit B.

Section 4. *Developer’s Monetary Contribution to Public Improvement Financing.*

a) The Developer has agreed to satisfy the condition in the permit/approval described above by paying the Developer’s pro-rata share of the cost of the construction of the transportation improvements required by Mitigation #4 of the MDNS (attached as Exhibit B)

to the City. The amount of the pro rata share is Thirty Eight Thousand Four Hundred and 00/100 Dollars (\$38,400.00). The City agrees to accept such payment towards the construction of the transportation improvements in accordance with this Agreement.

b) The City shall hold the Developer's payment in a reserve account. The payment may only be expended by the City to fund the transportation improvements identified in Exhibit B, attached hereto, or a transportation project which includes the transportation improvements identified in Exhibit B.

c) The City agrees that if the payment is not expended as set forth above within five years after the Effective Date of the Adopting Resolution, any payment not so expended shall be refunded by the City with interest to the Developer. The interest shall be calculated at the rate applied to judgments to the property owners of record at the time of the refund; PROVIDED, HOWEVER, that if the payment is not expended by the City within five years due to delay attributable to the Developer, the payment shall be refunded without interest.

Section 5. Effective Date and Termination. This Agreement shall commence upon the date it is executed by both parties, and shall continue in force for a period of five years or until the street improvement identified in Exhibit B, page 8 of 10 is actually constructed, whichever comes first. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect.

Termination shall not affect any of the Developer's obligations to comply with the terms and conditions of this Agreement, or any applicable zoning code(s) or subdivision map or other land use permits or approvals granted with respect to the Subject Property, any other conditions of the Project, which are specified as continuing after the termination of this Agreement, nor shall it affect the Developer's (or Landowner's) obligations to pay assessments, liens, fees or taxes.

Section 6. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 7. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200).

Section 8. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as set forth below. Notice to the City shall be to the attention of both the Community Development Director and the City Attorney. Notices to the Developer or any subsequent purchasers of the property described in Exhibit A shall be required to be given by the City only for those purchasers who have given the City written notice of their address for such

notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands, correspondence or refunds.

Section 9. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 10. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

[Remainder of page intentionally left blank]

State of Washington, residing at:

Fox Island, WA
My Commission expires: 8/26/15

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

Exhibit A
Property Legal Description

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST,
W.M., IN PIERCE COUNTY WASHINGTON;

EXCEPT THE WEST 8 FEET THEREOF;

AND EXCEPT ROADS;

AND EXCEPT THAT PORTION CONVEYD TO STATE OF WASHINGTON BY DEED
RECORDED UNDER RECORING NUMBER 2364858, IN PIERCE COUNTY,
WASHINGTON.

Exhibit B

Modified Mitigated Determination of Nonsignificance (MDNS)
SEPA 05-1128



COMMUNITY DEVELOPMENT DEPARTMENT

(CORRECTED) Mitigated Determination of Nonsignificance (MDNS)
W.A.C. 197-11-970

Environmental Review Application No.: SEPA 05-1128

Action: Preliminary Plat, Design Review

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Proponent: James Wright
P. O. 815
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12011 NE 1st Street, Suite 201
Bellevue, WA 98005

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5. The applicant shall pay a pro-rata share of the cost for the "Hunt/Skansie Intersection Improvement Project" identified in the City's TIP. The pro-rata share of this \$1,200,000 project, in 2006 dollars, shall be \$8,855.21. Payment of the share shall be received prior to the City signing the mylar drawings for construction purposes. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

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IV. THRESHOLD DETERMINATION:

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment, provided mitigation measures specified in Section IV A – B above are imposed. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- This MDNS is issued under WAC 197-11-350; the lead agency will not act on this proposal for 14 days from the date of this document. **Comments must be submitted by November 29, 2006.**
- This MDNS will not become final until the end of the comment period, **December 13, 2006.**

Any interested person may appeal the adequacy of the final SEPA Threshold Determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within fourteen (14) days after the end of the comment period, or October 19, 2005, which ever is later. The written appeal must be submitted with a filing fee of one hundred fifty dollars (\$150).

Responsible Official: Tom Dolan

Contact Info: City of Gig Harbor
Community Development Department
3510 Grandview Street
Gig Harbor, WA. 98335
(253) 851-6170

Signature  Date: November 20, 2006

CC: Applicant
File

Return Address:
City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):
1. DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND RUSH RESIDENTIAL INC., FOR STREET IMPROVEMENT MONETARY CONTRIBUTIONS

Grantor(s) (Last name first, then first name and initials):
1. Rush Residential Inc.

Grantee(s) (Last name first, then first name and initials):
1. City of Gig Harbor

Legal Description (Abbreviated: i.e. lot, block, plat; or section, township, range):
1. See Attachment Exhibit A

Property Tax Parcel No.: 0221073086

Reference Number(s) (Of documents assigned or released):

The Auditor/Recorded will rely on the information provided on this cover sheet. The staff will not read the Document to verify accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND RUSH RESIDENTIAL INC., FOR
STREET IMPROVEMENT MONETARY CONTRIBUTIONS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the “City,” and Rush Residential Inc., 6622 Wollochet Drive NW, Gig Harbor, WA 98335, a Washington Corporation, organized under the laws of the State of Washington, hereinafter the “Developer.”

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, the Developer has received a permit or approval from the City, and as a condition of such permit/approval, is required to either construct or make monetary contributions toward construction of an identified transportation improvement; and

WHEREAS, the City agrees to accept such monetary contribution; and

WHEREAS, on _____, 2013, the City Council held a public hearing on this Development Agreement, and authorized the Mayor to sign this Development Agreement with the Developer; Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 9.06 acres, located at 4613 Hunt Street NW, in the City of Gig Harbor. The mitigation of adverse impacts is a requirement of the Modified Mitigated Determination of Nonsignificance (MDNS), SEPA 05-1128, dated November 20, 2006, attached hereto as Exhibit B and incorporated herein by this reference.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *The Street Improvements.* The Developer has been required to make a pro-rata share contribution toward the cost for the “Hunt/Skansie Intersection Improvement Project”, as a condition of SEPA approval. See Exhibit B.

Section 4. Developer’s Monetary Contribution to Public Improvement Financing.

a) The Developer has agreed to satisfy the condition in the permit/approval described above by paying the Developer’s pro-rata share of the cost of the construction of the transportation improvements required by Mitigation #5 of the MDNS (attached as Exhibit B)

to the City. The amount of the pro rata share is Eight Thousand Eight Hundred Fifty Five and 21/100 Dollars (\$8,855.21). The City agrees to accept such payment towards the construction of the transportation improvements in accordance with this Agreement.

b) The City shall hold the Developer's payment in a reserve account. The payment may only be expended by the City to fund the transportation improvements identified in Exhibit B, attached hereto, or a transportation project which includes the transportation improvements identified in Exhibit B.

c) The City agrees that if the payment is not expended as set forth above within five years after the Effective Date of the Adopting Resolution, any payment not so expended shall be refunded by the City with interest to the Developer. The interest shall be calculated at the rate applied to judgments to the property owners of record at the time of the refund; PROVIDED, HOWEVER, that if the payment is not expended by the City within five years due to delay attributable to the Developer, the payment shall be refunded without interest.

Section 5. *Effective Date and Termination.* This Agreement shall commence upon the date it is executed by both parties, and shall continue in force for a period of five years or until the street improvement identified in Exhibit B, page 8 of 10 is actually constructed, whichever comes first. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect.

Termination shall not affect any of the Developer's obligations to comply with the terms and conditions of this Agreement, or any applicable zoning code(s) or subdivision map or other land use permits or approvals granted with respect to the Subject Property, any other conditions of the Project, which are specified as continuing after the termination of this Agreement, nor shall it affect the Developer's (or Landowner's) obligations to pay assessments, liens, fees or taxes.

Section 6. **Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 7. **Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200).

Section 8. **Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as set forth below. Notice to the City shall be to the attention of both the Community Development Director and the City Attorney. Notices to the Developer or any subsequent purchasers of the property described in Exhibit A shall be required to be given by the City only for those purchasers who have given the City written notice of their address for such

notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands, correspondence or refunds.

Section 9. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 10. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

[Remainder of page intentionally left blank]

Fox Island, WA
My Commission expires: 8/26/15

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

Exhibit A
Property Legal Description

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST,
W.M., IN PIERCE COUNTY WASHINGTON;

EXCEPT THE WEST 8 FEET THEREOF;

AND EXCEPT ROADS;

AND EXCEPT THAT PORTION CONVEYD TO STATE OF WASHINGTON BY DEED
RECORDED UNDER RECORING NUMBER 2364858, IN PIERCE COUNTY,
WASHINGTON.

Exhibit B

Modified Mitigated Determination of Nonsignificance (MDNS)
SEPA 05-1128



COMMUNITY DEVELOPMENT DEPARTMENT

(CORRECTED) Mitigated Determination of Nonsignificance (MDNS)
W.A.C. 197-11-970

Environmental Review Application No.: SEPA 05-1128

Action: Preliminary Plat, Design Review

Proposal: The proposal is to subdivide a 9.06 acre parcel into 31 single-family lots.
"Heritage Wright Subdivision"

Location: 4613 Hunt Street
Gig Harbor, WA 98335

Proponent: James Wright
P. O. 815
Gig Harbor, WA 98335

Agent: Erik Farstad, Bennett Development
12011 NE 1st Street, Suite 201
Bellevue, WA 98005

I. DESCRIPTION OF PROPOSAL:

The applicant requests a subdivision of 9.06 gross acres into 31 lots and two tracts. The property is zoned R-1, four units per acre. The site contains a small, (9,200 sq ft) Category III wetland. The net developable area is 7.71 acres therefore, 31 lots are allowed and thirty-one lots are proposed. The parcel was used for agricultural purposes including some orchard trees and livestock grazing. During the plat construction phase all buildings on the site shall be removed.

II. INCORPORATION BY REFERENCE:

The following documents contain information, studies and analysis that have been used in the review of this proposal and are hereby incorporated into this threshold determination by reference:

1. Geotechnical Engineering study prepared by Earth Consultants LLC. Dated June 9, 2005, date stamped November 23, 2005.
2. Wetland Analysis Report prepared by Willermood Associated, Inc. Dated June 27, 2005, date stamped November 23, 2006

3. Traffic Impact Analysis prepared by Heath and Associates, Inc. dated June 15, 2005, with a City of Gig Harbor date stamp November 23, 2005
4. Signal Warrant Analysis for Hunt and Skansie, Dated May 16, 2006, date stamped May 18, 2006.
5. SEPA Checklist 05-1129

III. ANALYSIS:

A. Traffic and Transportation. The applicant is required to demonstrate that the significant adverse environmental impacts associated with their application can be reasonably mitigated, (RCW 43.21C.060). In addition, the applicant must demonstrate that if the proposed development resulting from approval of the application will cause the level of service on a transportation facility identified in the City's Comprehensive Plan to decline below the standards adopted in the transportation element of the Comprehensive Plan, that the applicant plans to install transportation improvements or strategies acceptable to the City to accommodate the impacts of the development, which shall be made concurrent with the development, (RCW 36.70A.070(6)).

The existing road facilities related to the proposed development location include Hunt Street, Skansie Avenue and Wollochet Drive. This proposed project impacts these and other existing facilities by adding additional vehicle trips to these facilities.

The City requested the applicant to analyze the intersection of Skansie Avenue and Hunt Street to see if a traffic signal and/or a left turn lane from Skansie Avenue southbound was warranted based on project impacts and future growth. The signal warrant analysis was not warranted at this time. However, the analysis did indicate that a left turn lane for southbound traffic on Skansie Avenue "would be a solution if congestion issues were present."

A review of WSDOT guidelines for a left-turn storage and review of the signal warrant analysis indicates that installation of a left-turn lane for traffic southbound on Skansie Avenue would alleviate congestion and increase safety due to separated volumes for right and left turns. Condition 1 noted below provides mitigation for these congestion and safety issues.

Additionally, the TIA indicated 16 of the 37 PM peak hour trips would utilize Wollochet Drive north of Hunt Street where the City has identified a transportation Improvement project. The City has identified the "Wollochet Drive improvement Project" in the six year transportation Plan (TIP) to include various improvements along Wollochet Drive between Hunt Street and SR 16 to upgrade the roadway in the vicinity of this proposed development. Condition 2 noted below provides mitigation as part of these improvements.

B. Sewer Impacts: City code requires all new houses, buildings, structures, or other uses of property used for human occupancy to connect the improvements to a public sanitary sewer. No public sanitary sewer currently exists in the area of the proposed development. The City's current wastewater Comprehensive Plan shows the proposed development located in the C5 sewer collection basin. In order for the proposed development to connect to the public sanitary sewer, the Comprehensive Plan indicates a sewer lift station will be required. Item 1 below, is related to sewer impacts.

C. Critical Areas: The site contains a Category III on the southern portion of the site. A wetland report has been prepared and the wetland with the appropriate buffers, have been shown on the plat drawings. In addition, the wetland and buffers have been placed in is a separate tract for their protection. Additional wetland protections are being required with this MDNS.

Conditions:

The applicant shall provide the following mitigation measures in connection with transportation concurrency for this development application:

1. The applicant shall be required to provide any or all of the sewer improvements necessary as noted in the City's Wastewater Comprehensive Plan (Basin C5) in order to provide the public sanitary sewer to the development. The sewer improvements shall be designed, constructed and accepted by the City prior to the certificate of occupancy of any houses, buildings, or structures associated with the proposed development. Design and construction of the sewer lift station and associated sewer mains require a separate SEPA checklist and review process.
2. The applicant shall pay the City's traffic impact fees in accordance with Chapter 19.12 of the Gig Harbor Municipal Code. Additionally, developments may be given credit for impact fees under certain conditions in accordance with Section 19.12.080.
3. The applicant shall design and construct separated right and left turn pockets for vehicles southbound on Skansie Avenue turning onto Hunt Street. Figure 910-9a of the Washington State Department of Transportation Design Manual provides for a left turn storage length of 150 feet. These improvements are in addition to and shall be incorporated into, all required frontage improvements. The plans for the separated right and left turn pockets shall be designed in accordance with the City of Gig Harbor Public Works standards and shall be reviewed and approved by the City of Gig Harbor prior to beginning construction. These improvements shall be completed prior to the City of Gig Harbor issuing any certificates for building occupancy at this site.
4. The applicant shall pay a pro-rata share of the cost of the "Wollochet Drive Improvement Project" identified in the City's TIP. The pro-rata share of this \$6,000,000 project, in 2006 dollars, shall be \$38,400. Payment of the share shall be received prior to the City signing the mylar drawings for construction ←

purposes. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

5. The applicant shall pay a pro-rata share of the cost for the "Hunt/Skansie Intersection Improvement Project" identified in the City's TIP. The pro-rata share of this \$1,200,000 project, in 2006 dollars, shall be \$8,855.21. Payment of the share shall be received prior to the City signing the mylar drawings for construction purposes. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

The applicant shall provide the following mitigation in connection with critical areas:

6. Prior to final occupancy of the first residence, at a minimum, the applicant shall install a split rail fence either along the wetland buffer or at the back of sidewalk beginning at the easterly edge of the buffer on Hunt Street then along the entry to the easterly edge of the storm water detention pond access driveway.

IV. THRESHOLD DETERMINATION:

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment, provided mitigation measures specified in Section IV A – B above are imposed. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- This MDNS is issued under WAC 197-11-350; the lead agency will not act on this proposal for 14 days from the date of this document. **Comments must be submitted by November 29, 2006.**
- This MDNS will not become final until the end of the comment period, **December 13, 2006.**

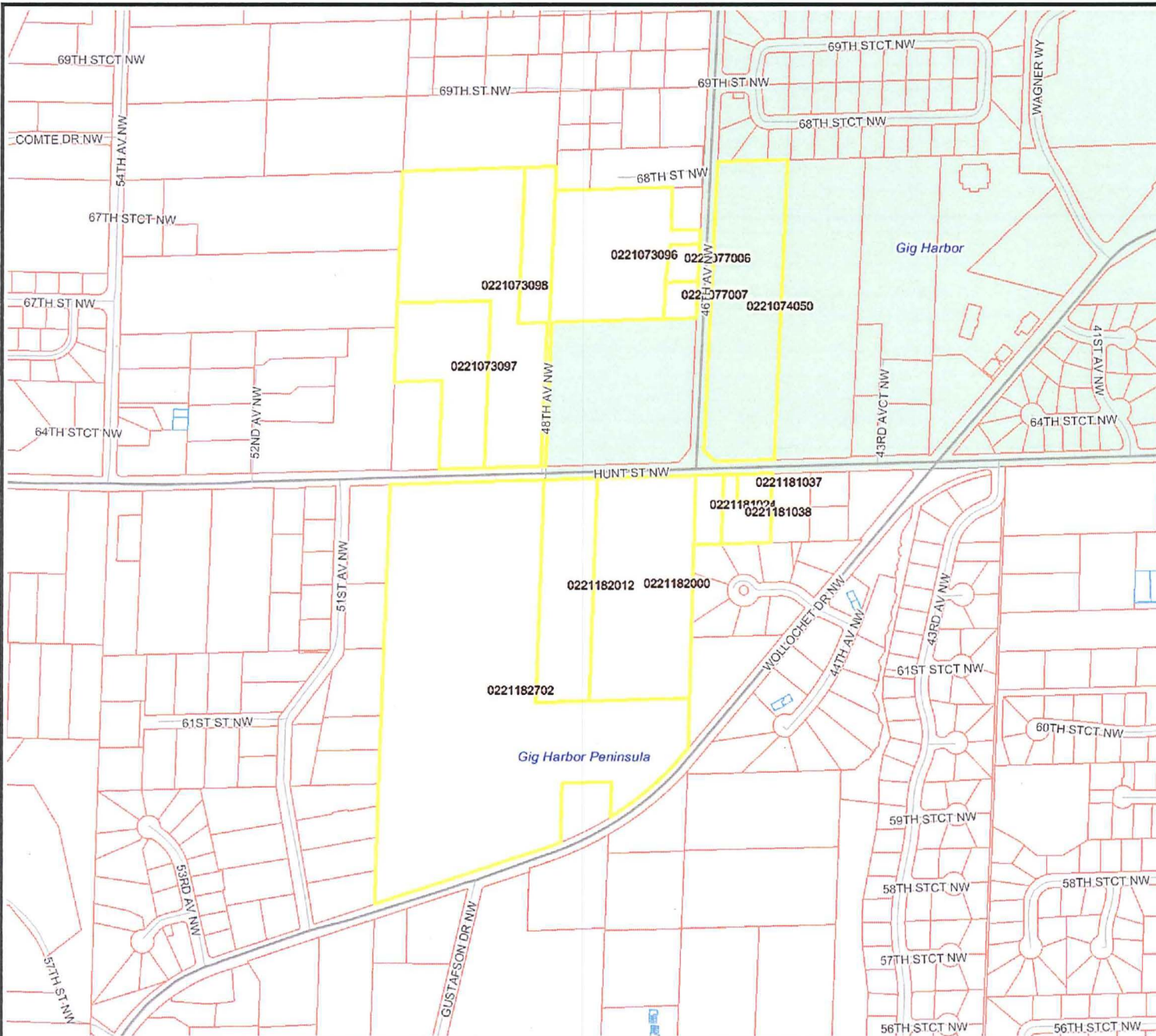
Any interested person may appeal the adequacy of the final SEPA Threshold Determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within fourteen (14) days after the end of the comment period, or October 19, 2005, which ever is later. The written appeal must be submitted with a filing fee of one hundred fifty dollars (\$150).

Responsible Official: Tom Dolan

Contact Info: City of Gig Harbor
Community Development Department
3510 Grandview Street
Gig Harbor, WA. 98335
(253) 851-6170

Signature  _____ **Date:** November 20, 2006

CC: Applicant
File



Legend

- Highlighted Tax Parcels**
- Tax Parcels**
- Base Parcel**
- Condominium**
- Other**
- Roads**
- Interstate**
- Limited Access State Routes**
- Other State Routes**
- Ramps**
- Major Arterial**
- Collector**
- Local Access**
- Pierce County Basemap**
- Unincorporated County**
- Tacoma**
- Lakewood, Edgewood, Bonney Lake, Buckley, South Prairie**
- Steilacoom, Fircrest, Fife, Gig Harbor, Orting, Eatonville, Roy, Carbonado, Wilkeson, Mt Rainier**
- University Place, Puyallup, Auburn**
- DuPont, Milton, Sumner**
- Fort Lewis, McChord, McNeil**
- Island**
- Water**

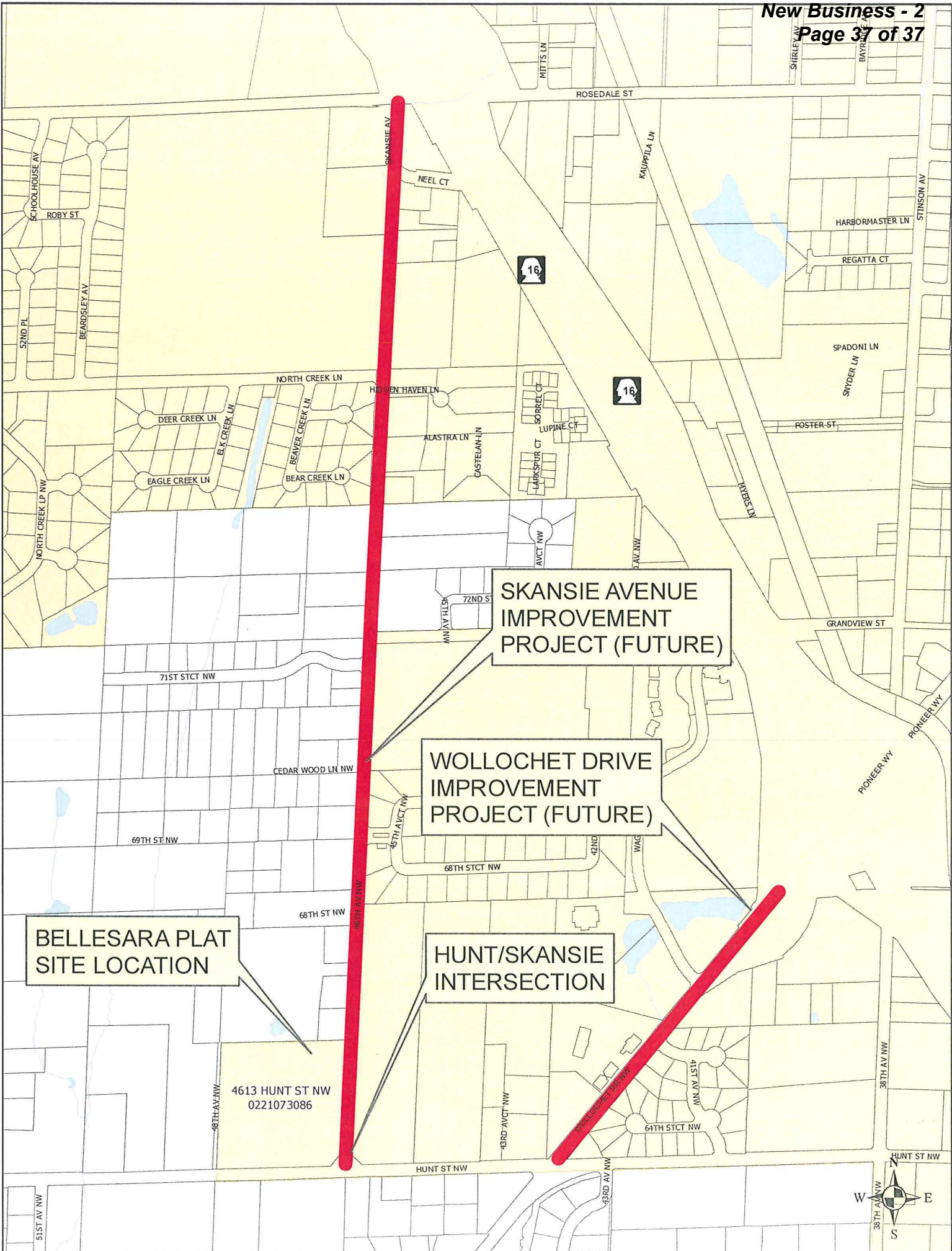
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GIG HARBOR
"THE MARITIME CITY"

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



SKANSIE AVENUE
IMPROVEMENT
PROJECT (FUTURE)

WOLLOCHET DRIVE
IMPROVEMENT
PROJECT (FUTURE)

BELLESARA PLAT
SITE LOCATION

HUNT/SKANSIE
INTERSECTION

4613 HUNT ST NW
0221073086





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

Subject: 2013 Update of GHMC Title 15 - Buildings and Construction

Proposed Council Action: Approve the adoption of the updated GHMC Title 15 as presented.

Dept. Origin: Building/Fire Safety

Prepared by: Paul Rice
Building Official/
Fire Marshal *PR*

For Agenda of: June 10, 2013

Exhibit: Title 15 updates

	Initial & Date
Concurred by Mayor:	<i>CLH 6/4/13</i>
Approved by City Administrator:	<i>R-6/4/13</i>
Approved as to form by City Atty:	<i>by email</i>
Approved by Finance Director:	<i>DF 6/4/13</i>
Approved by Department Head:	<i>JL 6-3-2013</i>

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

On July 1, 2013 the triennial update to the State Building Code (SBC) will go into effect. In accordance with state law, all local jurisdictions with responsibility for enforcing the SBC must, at a minimum, adopt the updated SBC.

In this update, the State is adopting the 2012 editions of the *International Building, Residential, Fire, Mechanical, Fuel Gas, Existing Building and Energy Conservation Codes* promulgated by the International Code Council and the *Uniform Plumbing Code* promulgated by the International Assn. of Plumbing and Mechanical Officials, with particular state amendments.

A significant change for 2013 will be the repeal of the WA State Energy Code (WSEC) to be replaced by the International Energy Conservation Code. It was the consensus of the SBCC, local regulators, and the public testimony at the hearings that this code is no longer necessary because model code language provides greater consistency and superior design than that provided under the State code.

At the local level no substantial changes are proposed. All of our amendments address revised text locations and consistency such as the case of Chapter 45 of the International Fire Code 2009 Edition where the entire content of this chapter has been relocated to Chapter 36 in the 2012 Edition necessitating amendments to Title 15.

FISCAL CONSIDERATION

There is no additional fiscal impact to the City in the adoption of this ordinance. Effects on the cost of construction related to local amendments have not been increased.

BOARD OR COMMITTEE RECOMMENDATION

The City's Building Code Advisory Board has unanimously recommended approval of this update to Title 15 GHMC.

RECOMMENDATION/MOTION

Move to: Adopt the updated GHMC Title 15, Buildings and Construction as submitted.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION; ADOPTING THE 2012 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE; ADOPTING THE WASHINGTON STATE HISTORIC BUILDING CODE AND THE UNIFORM CODE FOF THE ABATEMENT OF DANGEROUS BUILDINGS BY REFERENCE, AS WELL AS MAKING CERTAIN CLEAN-UP AMENDMENTS, UPDATE SECTION NUMBERS, DELETE REDUNDENT LANGUAGE, CORRECT TYPOGRAPHICAL ERRORS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 15.06.020, 15.10.040, 15.16.070, 15.16.145, 15.16.160, 15.16.172, 15.16.174, 15.16.190, 15.16.200, 15.18.010, 15.18.090, 15.18.095, 15.18.110, 15.18.120, 15.22.010, 15.22.020, 15.22.030, 15.22.045, 15.22.050 PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature adopted the state building code, to be effective in all counties and cities in Washington (RCW 19.27.031); and

WHEREAS, the state building code is comprised of a number of published codes, which are adopted by reference in the 2009 12 editions; and

WHEREAS, the City needs to adopt the 2009 12 editions locally, for enforcement purposes; and

WHEREAS, the City of Gig Harbor may adopt local amendments to the building code, consistent with chapter 19.27 RCW; and

Whereas, the City finds that the local amendments contained herein are desirable to protect the public;

Now, therefore:

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

Section 1. Section 15.06.020 of the Gig Harbor Municipal Code is amended as follows:

15.06.020 State building code adoption.

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), ~~Third-First Edition~~ (dated ~~August 5, 2009~~ November 9, 2012) and as further amended in this title, are hereby adopted by reference:

A. The International Building Code, 2009 12 Edition, as published by the International Code Council, Inc., including Appendix J, and as amended pursuant to Chapter 51-50 WAC;

B. The International Residential Code, 2009-12 Edition, as published by the International Code Council, Inc., including Appendix Chapter G, as amended pursuant to Chapter 51-51 WAC;

C. The International Mechanical Code, 2009 12 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to Chapter 51-52 WAC;

D. The International Fuel Gas Code, 2009 12 Edition as published by the International Code Council Inc., as amended pursuant to Chapter 51-52 WAC;

E. The International Fire Code, 2009 12 Edition, as published by the International Code Council, Inc., including Appendix Chapters B,C, F, I and J, as amended pursuant to Chapter 51-54A WAC;

F. The Uniform Plumbing Code, 2009 12 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 and ~~51-57~~ WAC including Appendix Chapters A, B, and I;

G. The International Existing Building Code, 2009 12 Edition, as published by the International Code Council, Inc. including Appendix Chapter A;

H. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

~~I. The Washington State Energy Code as published by the Washington State Building Code Council, pursuant to Chapter 51-41 WAC; The International Energy Conservation Code,~~

Commercial, 2012 Edition, as published by the International Code Council, and as amended pursuant to Chapter 51-11C WAC;

J. The International Energy Conservation Code, Residential, 2012 Edition, as published by the International Code Council, and as amended pursuant to Chapter 51-11R WAC.

Section 2. Subsection R109.1.6, Energy efficiency inspection, of Section 15.10.040 of the Gig Harbor Municipal Code is amended as follows:

15.10.040 Amendment to IRC Section R109.1.

Section R109.1 of the IRC is amended as follows:

R109.1.6 Energy efficiency inspection. Inspections shall be made to determine compliance with the ~~WA State Energy and Ventilation and Indoor Air Quality Codes (Chapters 51-11 and 51-13 WAC)~~ The International Energy Conservation Code, Residential, 2012 Edition (Chapter 51-11R WAC); and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

Section 3. New subsections (13) to (20) are hereby added to section 15.16.070 of the Gig Harbor Municipal Code as follows:

15.16.070 Amendment to IFC Section 202.

Section 202 of the IFC is amended to read as follows:

The following definitions and abbreviations are added to those found in Article 2 of the International Fire Code:

13. COVERED BOAT MOORAGE is a pier or system of floating or fixed access ways to which vessels on water may be secured and any portion of which are covered by a roof.

14. DRAFT CURTAIN is a structure arranged to limit the spread of smoke and heat along the underside of the ceiling or roof.

15. FLOAT is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

16. GRAVITY-OPERATED DROP OUT VENTS are automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent openings when exposed to fire.

17. MARINA is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

18. PIER is a structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.

19. VESSEL is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and boathouses.

20. WHARF is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.

Section 4. Section 15.16.145 of the Gig Harbor Municipal Code is amended as follows:

15.16.145 Amendment to IFC Section 510.

Section 510.4 510.2 of the IFC is amended to read as follows:

510.2 Application to existing buildings. Emergency responder radio coverage shall be provided as prescribed in this code in all existing buildings by January 1, 2015. All buildings annexed into the City shall have emergency responder radio coverage within 5 years of the effective date of annexation.

Section 5. Section 15.16.160 of the Gig Harbor Municipal Code is amended as follows:

15.16.160 Amendment to IFC Section 903.2.

Section 903.2 of the IFC is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

* * *

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Group R-3 occupancies subject to the requirements of the International Residential Code.

903.2.8.4.3 Application to existing structures. Automatic sprinklers shall be installed, tested and approved:

1. Whenever an existing building containing a Group R fire area is being substantially remodeled or renovated.
2. Whenever an existing building containing a Group R fire area incurs fire damage requiring repairs meeting the definition of substantial remodel/renovation.
3. In all existing hotels and motels annexed into the City of Gig Harbor within five years of the effective date of the annexation.

Section 6. Section 15.16.172 of the Gig Harbor Municipal Code is amended as follows:

15.16.172 Amendment to IFC Section 907.65.2.3.2.

Section 907.5.2.3.2 of the IBC is amended as follows:

907.5.2.3.2 Employee work areas. Visible alarm notification appliances shall be provided in all employee work areas.

Section 7. Section 15.16.174 of the Gig Harbor Municipal Code is amended as follows:

15.16.174 Amendment to IFC Section 907.5.4.

Section 907.4 of the IFC is amended to read as follows:

907.4 Initiating devices. Where manual or automatic alarm initiation is required as part of a fire alarm system, the initiating devices shall be addressable and shall be installed in accordance with Sections 907.4.1 through 907.4.3.1.

Section 8. Section 15.16.190 of the Gig Harbor Municipal Code is amended as follows:

15.16.190 Amendment to IFC Chapter ~~45~~ 36.

IFC Chapter ~~45~~ 36 is amended to read as follows:

Chapter ~~45~~ 36

MARINAS

Section ~~4501~~ 3601

~~4501.1~~ 3601.1 Scope. Marina facilities shall be in accordance with this chapter.

~~4501.1.1~~ 3601.2 Plans and approvals. Plans for marina fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

~~4501.1.2~~ 3601.1.3 Permits. Permits are required to use open flame devices for maintenance or repair on vessels, floats, piers or wharves.

Section ~~4502~~ 3602
Definitions

All definitions have been relocated to Section 202.

Section ~~4503~~ 3603
General Precautions

~~4503.1~~ 3603.1 Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.

~~4503.2~~ 3603.2 Sources of Ignition. The use of open flame devices for lighting or decoration on the exterior of a vessel, float, pier or wharf shall have the prior approval of the building official/fire marshal.

~~4503.3~~ 3603.3 Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

~~4503.4~~ 3603.4 Rubbish Containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

~~4503.5~~ 3603.5 Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.

~~4503.6~~ 4503.6 Slip Identification. Slips and mooring spaces shall be individually identified by an approved numeric or alphabetic designator. Space designators shall be posted at the space. Signs indicating the space designators located on finger piers and floats shall be posted at the base of all piers, finger piers, floats, and finger floats.

~~4603.6.1~~ 3603.7 Application to existing marinas. Slip identification designators shall be installed in all existing marinas within the City's jurisdiction on or before January 1, 2014. All marinas annexed into the City shall have slip identification designators installed within 5 years of the effective date of annexation.

Section 4504 3604
FIRE-PROTECTION

~~4504.1~~ 3604.1 General. Marinas, piers, wharves, floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations shall be equipped with fire-protection equipment in accordance with ~~4~~3604.

~~4504.2~~ 3604.2 Standpipes. Marinas shall be equipped throughout with Class I manual, dry standpipe systems in accordance with NFPA 303. Systems shall be provided with outlets located such that no point on the marina pier or float system exceeds 150 feet from a standpipe outlet.

~~4504.2.2~~ 3604.2.1 Identification of standpipe outlets. Standpipe outlet locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

~~4504.2.1~~ 3604.2.2 Application to existing marinas. Class 1 manual, dry standpipes in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014.

All marinas annexed into the City shall have class one manual, dry standpipes installed within 5 years of the effective date of annexation.

4504.3 3604.3 Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants when required by the fire code official. At least one fire hydrant capable of providing the required fire flow shall be provided within an approved distance of standpipe supply connections.

4504.4 3604.4 Portable Fire Extinguishers. One 4A:40BC fire extinguisher shall be provided at each standpipe outlet. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906.

4504.5 3604.5 Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the code official.

4504.6 3604.6 Equipment staging areas. Space shall be provided on all float systems for the staging of emergency equipment. Staging areas shall provide a minimum of 4 feet wide by 10 feet long clear area exclusive of walkways and shall be located at each standpipe outlet. Staging areas shall be provided with barriers having a minimum height of 4 inches and a maximum space between the bottom barrier edge and surface of the staging area of 2 inches on the outboard sides to prevent loss of equipment overboard. A sign reading "Fire Equipment Staging Area- Keep Clear" shall be provided at each staging area to prevent obstruction.

4504.7 3604.7 Smoke and heat vents. Approved automatic smoke and heat vents shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area, excluding roof overhangs.

Exception: Smoke and heat vents are not required in areas protected by automatic sprinklers.

4504.7.1 3604.7.1 Application to existing marinas. Smoke and heat vents in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have smoke and heat vents installed within 5 years of the effective date of annexation.

~~4504.7.2~~ 3604.7.2 Design and installation. Where smoke and heat vents are required they shall be installed near the roof peak, evenly distributed and arranged so that at least one vent is over each covered berth. The effective vent area shall be calculated using a ratio of one square foot of vent to every fifteen square feet of covered berth area (1:15). Each vent shall provide a minimum opening size of 4 ft. x 4 ft.

~~4504.7.2.1~~ 3604.7.2.1 Smoke and heat vents. Smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated 100°F (56°C) above ambient.

Exception: Gravity-operated drop out vents.

~~4504.7.2.2~~ 3604.7.2.2 Gravity-operated drop out vents. Gravity-operated drop out vents shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

~~4504.8~~ 3604.8 Draft curtains. Draft curtains shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area excluding roof overhangs.

Exception: Draft curtains are not required in areas protected by automatic sprinklers.

~~4504.8.~~ 3604.8.1 Application to existing marinas. Draft curtains in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have draft curtains installed within 5 years of the effective date of annexation.

~~4504.8.1~~ 3604.8.2 Draft curtain construction. Draft curtains shall be constructed of sheet metal, gypsum board or other approved materials that provide equivalent performance to resist the passage of smoke. Joints and connections shall be smoke tight.

~~4504.8.2~~ 3604.8.3 Draft curtain location and depth. The maximum area protected by draft curtains shall not exceed 2,000 square feet (186 m²) or two slips or berths, whichever is smaller. Draft curtains shall not extend past the piling line. Draft curtains shall have a minimum depth of 4 feet and shall not extend closer than 8 feet (2438 mm) to the walking surface of the pier.

Section ~~4507~~ 3605
MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

~~4507.4~~ 3605.1 Fuel-Dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with IFC Chapter ~~22~~ 23.

Section 9. Section 15.16.200 of the Gig Harbor Municipal Code is amended as follows:

15.16.200 Amendment to IFC Section ~~4603.6~~ 1103.7.

Section ~~4603.6~~ 1103.7 of the IFC is amended as follows:

~~4603.6~~ 1103.7 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections ~~4603.6.4~~ 1103.7.1 through ~~4603.6.7~~ 1103.7.7 and provide occupant notification in accordance with Section ~~907.6~~ 5 unless other requirements are provided by other sections of this code.

Occupancies subject to section ~~4603.6~~ 1103.7 and annexed into the City of Gig Harbor shall have smoke alarms installed in accordance with this section within five years of the date of annexation.

Section 10. Section 15.18.010 of the Gig Harbor Municipal Code is amended as follows:

15.18.010 Amendment to IEBC Section ~~101.58~~.

Section ~~101.58~~ of the IEBC is amended to read as follows:

~~101.58~~ Maintenance. Buildings and parts thereof shall be maintained in a safe and sanitary condition. All existing devices or safeguards shall be maintained in all existing buildings. The owner or the owner's designated agent shall be responsible for the maintenance of the building. To determine compliance with this subsection, the code official shall have the authority to require a building to be reinspected. Except where specifically permitted by this code, the code shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing buildings.

Section 11. Section 15.18.085 of the Gig Harbor Municipal Code, Amendment to IEBC Section 307.5, shall be repealed.

Section 12. Section 15.18.090 of the Gig Harbor Municipal Code is amended as follows:

15.18.090 Amendment to IEBC Section ~~308.2~~ 408.1.

Section ~~308.2~~ 408.1 of the IEBC is amended to read as follows:

~~308.2 Application.~~ 408.1 Historic Buildings. Except as specifically provided for in the Washington State Historic Building Code and Chapter 10 of this code, historic buildings shall comply with applicable provisions of this code for the type of work being performed.

Section 13. Section 15.18.095 of the Gig Harbor Municipal Code is amended as follows:

15.18.095 Amendment to IEBC Section ~~308.2~~ 408.2.

Section ~~308.2~~ 408.2 of the IEBC is amended to read as follows:

Exception: Historic buildings that are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places;
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

Section 14. Section 15.18.110 of the Gig Harbor Municipal Code is amended as follows:

15.18.110 Amendment to IEBC Section ~~507~~ 607.

Section ~~507~~ 607 of the IEBC is amended as follows:

~~507~~ 607 Scope. Existing electrical wiring and equipment undergoing repair shall be allowed to be repaired or replaced with like material as approved by the State of Washington, Department of Labor and Industries, Electrical Section.

Section 15. Section 15.18.120 of the Gig Harbor Municipal Code is amended as follows:

15.18.120 Amendment to IEBC Section ~~1301.2~~ 1401.2.

Section ~~1301.2~~ 1401.2 of the IEBC is amended as follows:

~~1301.2~~ 1401.2 Applicability. Structures existing prior to the date of adoption of this code, in which there is work involving additions, alterations, or changes of occupancy, shall be made to conform with the requirements of this chapter or the provisions of Chapters ~~4-5~~

through ~~42~~ 13. The provisions of Sections ~~1301.2.4~~ 1401.2.1 through ~~1301.2.5~~ 1401.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

Section 16. Section 15.22.010 of the Gig Harbor Municipal Code is hereby amended as follows:

15.22.010 Amendment to UPC Section 102.1.

Section 102.1 of the UPC is amended as follows:

~~102.1~~ 102.1.1 Authority having Jurisdiction. The Authority having Jurisdiction shall be the City of Gig Harbor.

Section 17. Section 15.22.020 of the Gig Harbor Municipal Code is amended as follows:

15.22.020 Amendment to UPC Section 102.2.

Section 102.2 of the UPC is amended to read as follows:

102.2 Duties and Powers of the Authority having Jurisdiction. The building official/fire marshal may appoint such assistants, deputies, inspectors, or other employees as are necessary to carry out the functions of the department and this code.

~~102.2.1 The building official/fire marshal may appoint such assistants, deputies, inspectors, or other employees as are necessary to carry out the functions of the department and this code.~~

* * *

102.2.3 2 Stop Orders. Stop Work Orders may be issued by the building official/fire marshal as provided in Chapter 15.24 GHMC.

* * *

102.2.5 4 Authority to Abate. Whenever the Authority Having Jurisdiction ascertains that any plumbing system or portion thereof, regulated by this code, has become hazardous to life, health, property, or has become insanitary, the Authority Having Jurisdiction shall order in writing that such plumbing either be removed or placed in a safe or sanitary condition, as appropriate. The order shall issue as provided in Chapter 15.24 GHMC, and shall fix a reasonable time for compliance. No persons shall use or maintain defective plumbing after receiving such notice. When such

plumbing system is to be disconnected, written notice shall be given. In cases of immediate danger to life or property, such disconnection may be made immediately without such notice.

Section 18. Section 15.22.030 of the Gig Harbor Municipal Code is amended as follows:

15.22.030 Amendment to UPC Section 102.3 4.

Section 102.34 of the UPC is hereby amended to read as follows:

~~102.3 Violations and Penalties.~~

102.3-14. Violations. Enforcement of violations of this code shall proceed as set forth in Chapter 15.24 GHMC.

Section 19. Section 15.22.045 of the Gig Harbor Municipal Code is amended as follows:

15.22.045 Amendment to UPC Section 103.

Section 103 of the UPC is amended as follows:

103.3.43 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

~~103.4.3-2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not~~

~~exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.~~

~~Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-56 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-56 WAC and GHMC Title 15.~~

Section 20. Section 15.22.050 of the Gig Harbor Municipal Code is amended as follows:

15.22.050 Amendment to UPC Section 103.4.

Section 103.4 of the UPC is amended as follows:

103.4 Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth in the City's fee resolution.

~~103.4.1 Permit Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth in the City's fee resolution.~~

103.4.2₁ Plan Review Fees. When a plan or other data is required to be submitted by Section 103.2.2, a plan review fee shall be paid at the time of submitting plans and specifications for review.

The plan review fees for plumbing work shall be as set forth in Chapter 3.40 GHMC.

The plan review fees specified in this subsection are separate fees from the permit fees specified in this section and are in addition to the permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged as set forth in the City's fees resolution.

103.4.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-56 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-56 WAC and GHMC Title 15.103.4.3 Investigation Fees: work without a permit. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

~~103.4.4-23.1~~ An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be as set forth in Chapter 3.40 GHMC. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code, nor from any penalty prescribed by law.

~~103.4.4 Investigation Fees: work without a permit.~~

~~103.4.54~~ Fee Refunds. The Authority Having Jurisdiction shall be permitted to authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

~~103.4.5-24.1~~ The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

~~103.4.5-3~~ 4.2 The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 21. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 22. Copies of Codes Filed with City Clerk. Pursuant to RCW 35A.12.140, copies of all of the codes adopted by reference in this Ordinance have been filed with the City Clerk for use and examination by the public prior to adoption.

Section 23. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title, but not before July 1, 2013.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ th day of June, 2013.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA BELBECK

FILED WITH THE CITY CLERK: 06/04/13
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



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

Subject: Well No. 5 Rehabilitation Project –
Small Public Works Contract Award

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute a Small Public Works Contract with Coolwater Drilling, Inc., in an amount not exceed \$19,096.00 for the award of the Well No. 5 Rehabilitation Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders.

Prepared by: Jeff Langhelm, PE *HL*

For Agenda of: June 10, 2013

Exhibits: Small Public Works Contract

	Initial & Date
Concurred by Mayor:	<i>CLH 6/6/13</i>
Approved by City Administrator:	<i>R 6/6/13</i>
Approved as to form by City Atty:	<i>VIA EMAIL 6/6/13</i>
Approved by Finance Director:	<i>DR 6/6/13</i>
Approved by Department Head:	<i>AD 6/6/13</i>

Expenditure Required	\$ 19,096.00	Amount Budgeted	\$0	Appropriation Required	See Fiscal Consideration
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INFORMATION/BACKGROUND

In February 2013 the City became aware of an electrical fault in the motor for Well No. 5. The City Council approved a small public works contract on March 11 to remove and analyze the motor for Well No. 5. The outcome of analysis showed the motor to be defective and in need of replacement. The City Council subsequently approved a small public works contract on April 22 to replace the motor and inspect the well prior to replacing the motor. Results of the well inspection showed a significant amount of debris and sediment within the well casing and well screen assembly that should be removed prior to reinstallation of the motor and pump assembly.

This proposed small public works contract provides for clearing the well of debris, cleaning the well screens, and performing a video inspection of the well.

BID RESULTS

This project was bid using the City's Small Public Works Bidding process. The initial estimate of work was \$20,000. A total of seven bid proposals were received by the City on June 4, 2013. The two lowest bids received were tied at a total of \$19,096.00. In order to resolve the tie bids the City used an accepted WSDOT standard procedure whereby the City holds a drawing with the contractors with tied bids.

Bid results from each bidder are summarized below. Bidder 1 won the drawing to break the tie bids.

No.	Bidder	Bid Amount
1	Coolwater Drilling, Inc.	\$ 19,096.00
*	Bison Well Drilling & Septic, LLC	\$ 19,096.00
3	Charon Drilling	\$ 19,421.50
4	Tacoma Pump & Drilling, Inc.	\$ 20,061.65
5	Holt Services	\$ 20,506.50
6	Hokkaido Drilling	\$ 28,345.63
7	Carpenter Drilling	\$ 43,400.00

* Unsuccessful tied bidder

FISCAL CONSIDERATION

The 2013 Water Division Operations Fund has no direct funds allocated for emergencies such as this. However, sufficient funds are available in reserve to fund this contract work. A summary of the anticipated work are summarized below.

Anticipated 2013 Work	Amount
Pumptech Small Public Works Contract for Motor Removal/Analysis	\$ (4,112.15)
Pumptech Small Public Works Contract for Motor Replacement/Installation	\$ (36,754.96)
Coolwater Drilling, Inc. Small Public Works Contract for Well Rehabilitation	\$ (19,096.00)
Change Order Authority	\$ (2,000.00)
TOTAL =	\$ (61,963.11)

BOARD OR COMMITTEE RECOMMENDATION

This topic has not been previously presented to any board or committee due to its urgent nature.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Small Public Works Contract with Coolwater Drilling, Inc., in an amount not exceed \$19,096.00 for the award of the Well No. 5 Rehabilitation Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders.

CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT

WELL No. 5 REHABILITATION PROJECT (CWP-1321)

THIS CONTRACT is made and entered into this _____ day of _____, 2013, by and between the City of Gig Harbor, Washington (the "City"), and Coolwater Drilling, Inc., a Washington Corporation (the "Contractor").

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Invitation to Bidders attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Contract Execution, Performance and Completion.

This Contract shall be executed by the Contractor and all necessary insurance information required by this Contract shall be provided to the City within five (5) working days of the Notice of Contract Award date from the City.

The Contractor shall provide to the City all necessary prevailing wage information required by this Contract within five (5) working days after the Notice to Proceed date from the City.

All work performed under this Contract shall be completed within twelve (12) working days of the Contractor receiving the Notice to Proceed from the City.

A "working day" is defined for convenience as any day, unless it is a nonworking day or an ENGINEER determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas day. When any of these holidays fall on a Sunday, the following Monday shall be a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be a nonworking day.

3. Payments.

The Contractor agrees to perform all work called for in Exhibit A at the rate set forth in the Bid Proposal attached hereto as Exhibit B. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Nineteen Thousand Ninety-Six Dollars and Zero Cents (\$19,096.00) which includes 8.5% Washington State Sales Tax.

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4. Retainage.

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

_____ Retained in a fund by the City until sixty (60) days following the final acceptance of said improvement or work as completed;

_____ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

_____ Placed in escrow with a bank or trust company by the City until sixty (60) days following the final acceptance of said improvement or work as completed. When the monies reserved are to be placed in escrow, the City shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

5. Performance and Payment Bond - 50% Letter.

A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.

B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

6. Warranty/Maintenance Bond.

The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond in an amount and form approved by the City in order to guarantee that the work specified in Exhibit A and completed by

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Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

A. The Contractor shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor'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 commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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C. The Contractor 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 Contractor's coverage.

D. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

10. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

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B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

11. Compliance with Laws. The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

12. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

13. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of

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the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors 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 Contractor performs

15. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

16. Entire Agreement. This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

MAYOR CHARLES L. HUNTER
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A - INVITATION TO BIDDERS

WELL No. 5 WELL REHABILITATION PROJECT (CWP-1321)

The City of Gig Harbor's Well No. 5 is a public water supply production well that is in the process of having the 100 horsepower motor replaced under a separate contract. As a part of the Well No. 5 replacement work, the City performed a video inspection of the well. This video inspection revealed debris in the well that will need to be removed, and well redevelopment that will need to occur, prior to continuing with the separate motor replacement contract. The debris includes a section of 1-inch PVC pipe at the top of the well screen, a tangle of sounder wire at the top of the well screen, and a few feet of sand and waste at the bottom of the well screen.

Well No. 5 was constructed in 1990 with a 16-inch casing installed to a depth of 817 feet. The well is completed with a 10-inch pipe sized stainless steel screen with a filter pack consisting of Colorado silica sand size 8-12 located between 702 feet and 817 feet below ground surface. A copy of the well log for Well No. 5 is attached in Exhibit C.

The City of Gig Harbor requests bid proposals in accordance with the City's Small Works Roster Process (Resolution No. 797) for the Well No. 5 Rehabilitation Project (CWP-1321). The work to be completed under the contract will require the use of a cable-tool drill and generally includes clearing of the debris within the well, cleaning the well screens, redevelop the well screen, observation by a licensed hydrogeologist, and video inspection of the well. More specifically the work shall include:

1. Equipment:
 - a. Drilling shall be accomplished by cable-tool methods only with a rig of no less capability than a Bucyrus Erie model 22W or Speedstar model 71;
 - b. All appurtenant equipment including, but not limited to, bailers, wire brushes, and surge discs, are to be considered as part of the rig, available to the project as needed, and delivered to the site as a function of job mobilization.
2. Clearing debris:
 - a. Removal of PVC tubing and sounder wire; and
 - b. Removal of sand and waste.
3. Cleaning well screens:
 - a. Surging of a stiff wire rope-type brush and cable-tool surge action to scrub the 16-inch casing down to the top of the well screen;
 - b. Surging of a stiff wire rope-type brush and cable-tool surge action to scrub the entire length of the 10-inch well screen; and
 - c. Nylon bristles or metal chimney brushes will not be allowed.
4. Redevelop well screens:
 - a. Redevelopment shall be performed using the surging action of the cable-tool drill;
 - b. The surge tool shall be the type commonly used in the industry and have a diameter of less than 9.75 inches.
 - c. The Contractor shall record the amount of material developed into the well after each screen interval is surged;
 - d. Redevelopment shall be considered complete when sand production into the well screen is diminished to an acceptable level as determined by the Hydrogeologist; and
 - e. The Contractor shall have unused Colorado silica sand size 8-12 sand on site to replenish the pack as needed during development and to top it off at the conclusion of the project.
5. Removal of debris:
 - a. A sand bailer shall be used for removal of debris from the well; and

- b. Containment and disposal of removed debris shall be in accordance with a plan submitted by the Contractor and accepted by the City.
6. Hydrogeological services:
- a. The Contractor shall provide a Washington State licensed Hydrogeologist to observe the cleanout and redevelopment of Well No. 5;
 - b. The Hydrogeologist shall be on site during all critical phases of the work to be performed, but is not required to be on site at all times. The Hydrogeologist will determine the critical phases of work;
 - c. The Hydrogeologist shall be required to be available by cell phone to answer questions from the Contractor and the City during the project; and
 - d. The Hydrogeologist and Contractor shall provide a letter report to the Owner at the conclusion of the project detailing the work that was accomplished and their findings and conclusions.
7. Post-cleanout video inspection:
- a. The Contractor shall conduct a post cleanout and redevelopment video inspection of Well 5; and
 - b. The Contractor shall provide the City with a DVD copy of the video inspection and a short written report of the video operator's observations.

Well rehabilitation shall be performed in accordance with applicable requirements of Washington Administrative Code (WAC) 173-160, and the requirements of these specifications. Where the requirements of these specifications are more stringent, the requirements of the specifications shall prevail, provided that nothing in these specifications shall be construed to require work in violation of the WAC.

Bidders are encouraged to review the existing video inspection prior to submitting a bid proposal for this project. A digital video disc (DVD) of the existing video inspection is available at the City of Gig Harbor by contacting Nancy Nayer (contact information available below).

Telephone inquiries regarding the Project may be directed to Jeff Langhelm, P.E., at the City of Gig Harbor at (253) 853-7630 or LanghelmJ@cityofgigharbor.net.

The Contract Documents shall consist of the City's Small Works Contract (Contract), this Invitation to Bidders (Exhibit A of the Contract), the Bid Proposal (Exhibit B of the Contract), and referenced documents (Exhibit C of the Contract). All work shall be consistent with local accepted industry practices and the City of Gig Harbor Public Works Standards.

Bid proposals will be received by Nancy Nayer at the City of Gig Harbor only by means of email (NayerN@cityofgigharbor.net) or delivered to the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington, 98335, **no later than 4:00 p.m., Wednesday, June 5, 2013.** Bid proposals received after the time fixed for opening will not be considered. Email "sent" times and postmarks will not be accepted.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

***** END OF EXHIBIT A *****

EXHIBIT B - BID PROPOSAL

WELL No. 5 REHABILITATION PROJECT (CWP-1321)

A. Acknowledgement

The undersigned bidder declares that he has read the Contract Documents, understands the conditions of the City's , has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Further, the bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit prices(s) indicated for the Work as set forth in the Contract Documents.

The work under this Contract shall be fully completed within the times specified in the Contract Documents.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	L.S.	\$	\$
2	Authorized Hourly Work	40	HR	\$	\$
3	Extra Materials	1	Allow.	\$ 1,500.00	\$ 1,500.00
4	Hydrogeological Services	1	L.S.	\$	\$
3	Post-Cleanout Video Inspection	1	L.S.	\$	\$
SUB-TOTAL					\$
SALES TAX @ 8.5 %					\$
BID TOTAL					\$

C. Measurement and Payment

1. "Mobilization and Demobilization" This lump sum item includes the mobilization and demobilization of all labor, equipment, and materials to and from the drill site. Mobilization shall include all fees incidental to the rehabilitation of the well not otherwise captured by the remaining bid items below. Mobilization shall include gaining access to the well, setup and removal of all cable-tool drilling equipment, and restoration of the site.

The Contractor shall be responsible for proper maintenance of the site and periodic removal of all wastes. On completion, the Contractor shall remove all equipment, extra materials, and wastes, and restore the site to its original condition as directed by the City.

The Contractor shall be paid 70% of this item when equipment set up is completed and 30% when work at the site (including cleanup and restoration) is complete.

2. "Authorized Hourly Work" This hourly item shall cover the furnishing of all equipment, labor, tools, and miscellaneous material necessary to perform developmental work and the performance of other similar construction activities not covered under other items and as approved by the Owner.

No payment will be made to the Contractor for the hourly work being performed when any equipment is being repaired or cleaned, when the equipment is not in good working condition, or when a suitable crew is not on duty at the site. Basis of payment for this work shall be at the hourly rate bid. Records for this work will be maintained by the Contractor and provided to the Owner's representative on a daily basis. The Owner's records shall be determinative for any disputes between the parties regarding this matter.

3. "Extra Materials" This item includes payment as allowed and authorized by the City for all materials required for use by the Contractor during the well cleaning, clearing, and redevelopment phases of work. The Contractor shall provide the City copies of invoices from purchased materials. Upon review and acceptance of the invoices the City will pay the invoiced cost plus 20% to cover all Contractor-related expenses. For the purpose of providing a common Bid Proposal for all Bidders, the City has entered an amount for "Extra Materials" in the Bid Proposal to become a part of the total Bid by the Contractor.
4. "Hydrogeological Services" This lump sum item includes all compensation for the Contractor to provide a Washington State licensed Hydrogeologist to observe the cleanout and redevelopment of Well No. 5 as described in the Invitation to Bidders.
5. "Post-Cleanout Video Inspection" This lump sum item includes all compensation for completion of a color video inspection and report of the full casing and screen assembly that provides an audio description of the inspection and includes providing two copies of the written report and recording of the inspection on two digital video discs (DVDs) to the City.

D. Bid Proposal Signature:

Bidder Signature: _____

Printed Bidder Name: _____

Company Name: _____

Mailing Address: _____

Phone: _____

Fax: _____

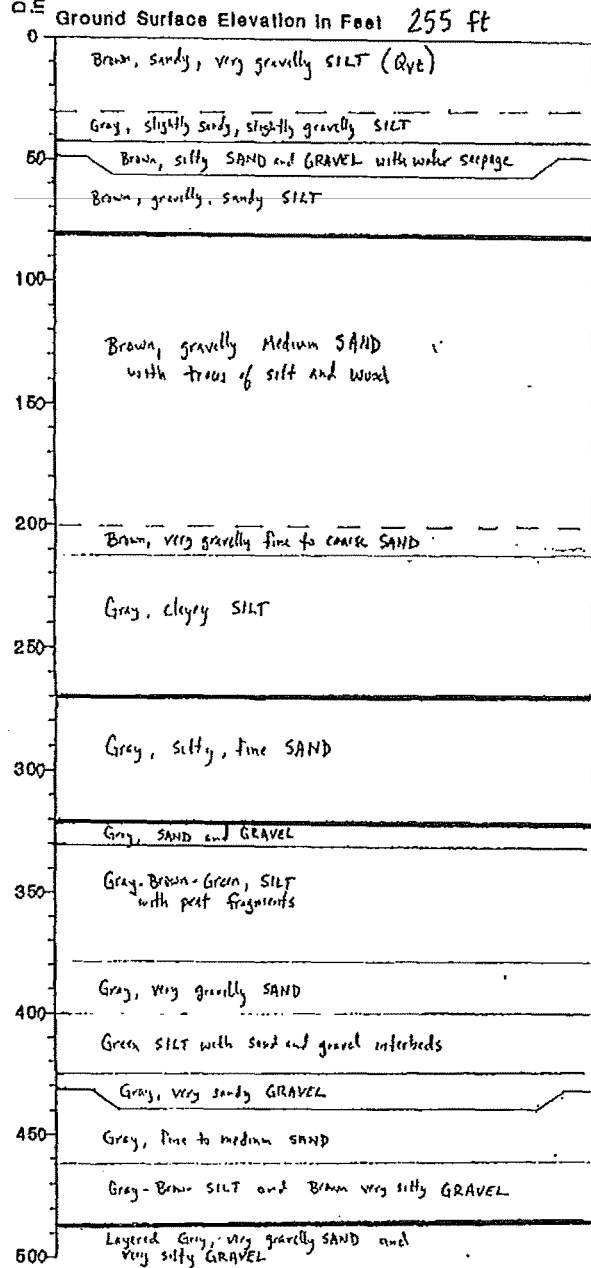
Email: _____

***** END OF EXHIBIT B *****

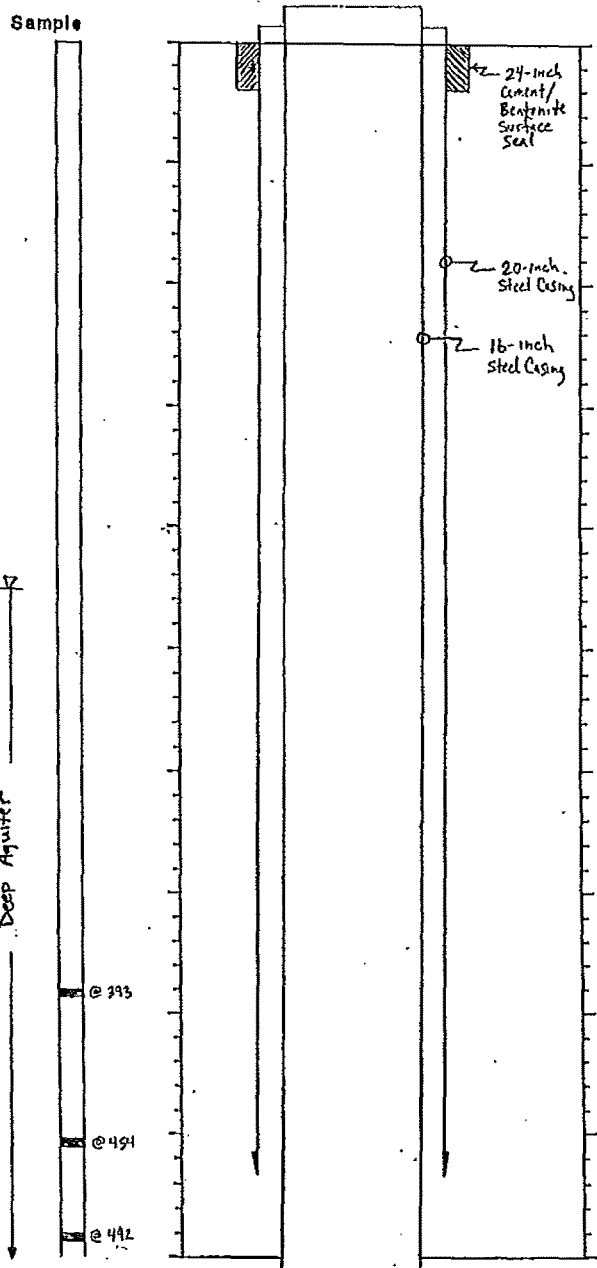
Boring Log and Construction Data for Well

Gig Harbor
 production Well No. 5

Geologic Log

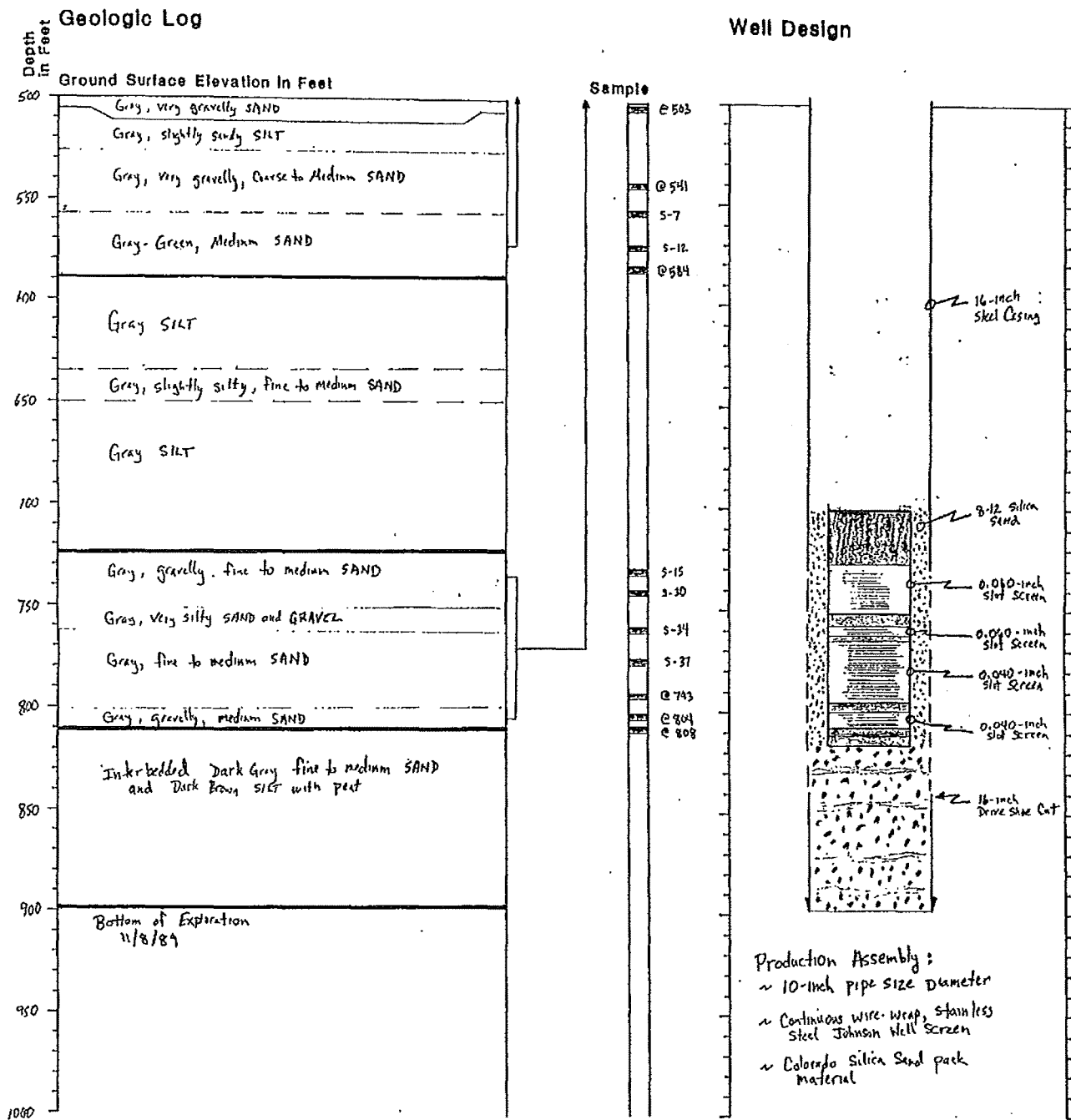


Well Design



Gig Harbor
Production Well No. 5

Boring Log and Construction Data for Well





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

Subject: Policy Consideration – Pilot Project for Field Reservations at Crescent Creek Park

Proposed Council Action: Authorize a one year pilot project for field reservations at Crescent Creek Park baseball field.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE *AL*

For Agenda of: June 10, 2013

Exhibits: Policies and Field Reservation Application

Initial &
Date

Concurred by Mayor: *CH 6/6/13*
Approved by City Administrator: *R 6/6/13*
Approved as to form by City Atty: *VIA EMAIL 6/4/13*
Approved by Finance Director: *DF 6/6/13*
Approved by Department Head: *AL 6/6/13*

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

In 2012 the City Council asked the Parks Commission to consider the possibility of reserving athletic fields at City parks and review the City's current policy refraining from reserving these fields. During the review process there were discussions of the land use restrictions on field reservations at KLM Veterans' Memorial Park. As a result of the consideration and review, Staff drafted an athletic field reservation system as a pilot project for the field at Crescent Creek Park only.

Staff presented draft field reservation policies and pilot project to the Parks Commission at their meeting on April 3, to the Operations and Public Projects Committee on May 2, and again to the Parks Commission on June 5. The attached version of the policies and field reservation application is based on discussions at these meetings.

If this pilot project is approved, Staff proposes returning to the Parks Commission and City Council in 2014 with the results of the pilot project for consideration of future policy considerations of field reservations at City Parks.

FISCAL CONSIDERATION

The City has no direct funds allocated for administration of this pilot project and Staff does not recommend collecting a fee for the duration of the pilot project. Due to the limited scope of the pilot project, current staffing levels should be sufficient to cover the additional work generated.

BOARD OR COMMITTEE RECOMMENDATION

This topic was presented to both the Parks Commission and the Operations and Public Project Committee as noted above.

RECOMMENDATION/MOTION

Authorize a one year pilot project for field reservations at Crescent Creek Park baseball field.



**CRESCENT CREEK PARK
FIELD RESERVATION PILOT PROJECT**

RESERVATION POLICIES

- Provide a completed and signed reservation application form
- The reservation application form will be added to the City's Parks website
- No fee for application or reservations
- Reservations are made on a first come first serve basis
- Time limit on pre-registration time (4 months prior to use)
- 1½ hour time blocks
- No more than three blocks per day can be reserved by any one organization
- No more than two consecutive days of reservations by any one organization
- Field Availability: Monday–Friday: Noon – Dusk / Saturday: 8am - Dusk
- All reservations are subject to cancellation by the City for any cause, including but not limited to field maintenance and repair, weather conditions, double bookings, conflicts, or administrative errors.
- Reservations notwithstanding, the City shall not be responsible for any damage, loss, injury or other claim resulting from cancellation of reservation or unavailability of the field for any reason.
- Field maintenance will be performed only by City staff; Leave field in condition it was found
- Sign posted at field to notify public of reservations
- Schedule posted at field (similar to City shelter reservation posting)
- Tracking reservation calendar via Outlook
- City staff has the right to reserve the field at any time for field maintenance

- **The City reserves the right to cancel future reservations by an organization if previous reservations are left unused (non-weather related) or if the field is not left in the condition it was found.**

- **The time limit for this pilot project is one year from date of acceptance by the City Council.**



CITY OF GIG HARBOR - CRESCENT CREEK PARK
BASEBALL FIELD RESERVATION

APPLICATION FORM

Contact Name

Organization/League Name

Contact Phone

Address
City State Zip

Email Address

Choose Date/Time Slot Requested for Monday-Friday (3 time slot limit)
Date _____ M Tu W Th F 12:00-1:30 1:30-3:00 3:00-4:30 4:30-6:00 6:00-7:30
Date _____ M Tu W Th F 12:00-1:30 1:30-3:00 3:00-4:30 4:30-6:00 6:00-7:30
Date _____ M Tu W Th F 12:00-1:30 1:30-3:00 3:00-4:30 4:30-6:00 6:00-7:30

Choose Date/Time Slot Requested for Saturday (3 time slot limit)
Date _____
8:00-9:30 9:30-11:00 11:00-12:30 12:30-2:00 2:00-3:30 3:30-5:00 5:00-6:30 6:30-8:00
Date _____
8:00-9:30 9:30-11:00 11:00-12:30 12:30-2:00 2:00-3:30 3:30-5:00 5:00-6:30 6:30-8:00
Date _____
8:00-9:30 9:30-11:00 11:00-12:30 12:30-2:00 2:00-3:30 3:30-5:00 5:00-6:30 6:30-8:00

The undersigned applicant, responsible for and on behalf of the group making the reservation, agrees to comply with all reservation policies, and rules and regulations as set forth in the City of Gig Harbor Municipal Code or established by the City of Gig Harbor Parks Department for the use of the park and field.

Signature of Responsible Party _____ Date ___/___/___

WRIGHTP@CITYOFGIGHARBOR.NET