

Gig Harbor City Council Meeting

June 24, 2013

5:30 p.m.



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 24, 2013**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes June 10, 2013.
2. Receive and File: a) Joint Worksession Minutes City Council / Planning Commission Jun. 3, 2013; b) Parks Commission Minutes May 1, 2013.
3. Liquor License Action: a) Renewals: The Keeping Room, Hunan Garden Restaurant, Kinza Teriyaki, Spiro's, Applebees, and Forza Coffee.
4. Re-appointment to Planning Commission.
5. Re-appointment to Design Review Board.
6. Eddon Boat Park Upland Improvements – Construction Contract Award, Surveying and Material Testing Services.
7. Second Reading of Ordinance No. 1263 – Amendments to Title 15 Building and Construction Code.
8. Second Reading of Ordinance No. 1264 - Amending Gig Harbor Municipal Code Chapter 18.10-Flood Hazard Zone Construction Standards.
9. Lift Station #17 Final Design – Consultant Services Contract.
10. Approval of Payment of Bills Jun 24, 2013: Checks #72758 through #72868 in the amount of \$1,332,855.58.

OLD BUSINESS: None.

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

NEW BUSINESS:

1. First Reading of Ordinance – Amendments to Peddlers License.
2. Pilot Trolley Program Funding.

STAFF REPORT:

Maintenance of Frontage Planter Strips – Public Works Director Jeff Langhelm.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Lodging Tax Advisory Committee: Thu. Jun 27th at 8:45 a.m.
2. Planning / Building Committee: Mon. Jul 1st at 5:15 p.m.
3. Civic Center closed on Thu. July 4th.
4. Intergovernmental Affairs: Mon. Jul 8th at 4:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – June 10, 2013

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

CALL TO ORDER: 5:30 p.m.

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.

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

OLD BUSINESS: None.

NEW BUSINESS:

1. Public Hearing and First Reading-Amending Gig Harbor Municipal Code Chapter 18.10-Flood Hazard Construction Standards. Senior Planner Peter Katich presented the background information for these amendments requested by the Department of Ecology to correct minor inconsistencies and bring the remainder of the city's floodplain standards into compliance with federal and state standards.

Mayor Hunter opened the public hearing at 5:35 p.m. No one came forward to speak and the hearing closed. Mr. Katich addressed questions from Council.

2. Public Hearing and Resolution No. 932 Authorizing Two Development Agreements for the Bellesara Plat. City Engineer Stephen Misiurak presented information on two agreements for pro-rata share contributions for future intersection and roadway improvements per plat approval requirements.

Mayor Hunter opened the public hearing at 5:38 p.m.

Ryan Ryan – 4306 68th St. Ct. NW. Mr. Ryan explained that he brought his two children to see the workings of city government. He said that he received the letter regarding the development and asked how the city decides how sites are cleared, referring to the beautiful tree that used to stand in the center of the property being developed.

Planning Director Jennifer Kester invited Mr. Ryan to come in to city hall and she would explain the development process. She added that this plat was approved in 2007 and one of the reasons that the Design Review Board is looking into heritage tree regulations for future development. Currently, there are no regulations to preserve these types of trees.

Linda Weiland – 4502 Hunt Street NW. Ms. Weiland asked when the road improvements would be made and what types of improvements are being considered. In 2006 when this issue came before Council, the neighbors voiced concerned with the couple hundred houses approved at that time and the impact on traffic. They were told that Hunt / Skansie didn't qualify for improvements just because there were 15 minute backups.

Mr. Misiurak responded by explaining that the pro rata share is identified in the Six-Year TIP for two improvement projects: improvements to Wollochet and undefined improvements at the Hunt/Skansie intersection. He said that the city has five years in which to spend these contributions on projects that will be defined through the concurrency models and Capital Improvement Project list as money becomes available. Mr. Misiurak described the required frontage improvements in addition to the pro rata share contributions: Skansie will be widened southbound with a right-turn lane, curbs, gutter, sidewalks, lighting, and stormdrain improvements will be installed. He clarified that the intersection improvement budget is based on available funds.

Ms. Weiland acknowledged that there were 31 lots in this development, but added that the same developer was approved for an additional 174 residences across the street.

There were no further public comments and the public hearing closed at 5:45 p.m.

Mr. Misiurak answered Council questions regarding impact fees, when they are collected and where they are applied, the level of service, and anticipated time frame when there would be enough funds to make improvements.

Ms. Kester reported that no new action has been taken on the development across the street.

MOTION: Move to adopt Resolution No. 932 authorizing the Mayor to execute the Development Agreements for the Bellesara Plat with Rush Residential Inc.
Ekberg / Payne – unanimously approved.

3. First Reading of Ordinance – Amendments to Title 15 Building and Construction Code. Building / Fire Safety Director Paul Rice explained that every three years the state adopts the latest building and construction codes. This ordinance brings the city code into compliance with the state code. Council recommended that the second reading come back on the consent agenda.

4. Well No. 5 Rehabilitation Project – Small Public Works Contract Award. Public Works Director Jeff Langhelm presented the overview of this contract to clear debris and rehabilitate Well No. 5 before the new motor installation.

MOTION: Move to authorize the Mayor to execute a Small Public Works Contract with Coolwater Drilling, Inc. in an amount not to 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.
Malich / Payne – unanimously approved.

5. Policy Consideration – Pilot Project for Field Reservations at Crescent Creek Park. Director Langhelm reported on an athletic field reservation system developed at the request of City Council. He explained that staff drafted a pilot program for the field at Crescent Creek Park based upon comments by the Parks Commission and the Operations Committee. If the project is successful, the reservation policy can be expanded to include other parks and consideration given to charging for field use. He gave an overview of the proposed reservation policies and answered questions.

Council discussed the scarcity of fields, the number of organizations using the fields in the area, and the need for a reservation policy. They agreed that this pilot project is a good approach.

MOTION: Move to authorize a one-year pilot project for field reservations at Crescent Creek Park baseball field.
Payne / Perrow – unanimously approved.

STAFF REPORT:

Chief Mike Davis reported on the success of the recent cell-phone enforcement campaign which resulted in 139 tickets. He said that the law has been in place for four years and the number of reports and complaints led to this enforcement effort. He said that when you text and talk, it's just like being under the influence of drugs or alcohol. He commented that other jurisdictions have contacted Gig Harbor PD to find out about the success of the program.

Chief Davis was asked to submit a monthly update on the results of ticketing.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Young reported that after months of work, Pierce Transit has adopted the full cuts that were recommended by staff. He said that the service cuts are tragic for people trapped on the weekends with no way to get to work or to appointments, but some creative solutions have saved some services, including the Gig Harbor Express Route. A goal was made to reach the 20% of fare box recovery, but it will result in a 66% increase over the next four years which will be hard-hitting for many and may result in an even further loss of riders.

Councilmember Young then reported that we will soon receive delivery of two trolleys as a result of an idea by the Chamber of Commerce Economic Development Committee for a pilot project for outlying communities to receive service outside the traditional transit. Gig Harbor was chosen because it was something the city has desired and Pierce Transit thought the project would work here. The trolleys are seasonal and would run every ½ hour through downtown and to Uptown, connecting at Pioneer. The trolley is geared towards visitors to allow them to travel to the other places in town. He said that there is a meeting with the stakeholders; there is the need for heavy buy-in from business community and the Downtown Waterfront Retail Association and others to market the pilot program. He said that the biggest issue is for business to support the trolley monetarily in order to keep fares low which will encourage usage.

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 litigation per RCW 42.30.110(1)(i).

MOTION: Move to go into Executive Session at 6:25 p.m. for approximately ten minutes to discuss pending litigation.
Payne / Malich – unanimously approved.

MOTION: Move to go return to regular session at 6:40 p.m.
Kadzik / Payne – unanimously approved.

ADJOURN:

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

CD recorder utilized: Tracks 1002 – 1021

Charles L. Hunter, Mayor

Molly Towslee, City Clerk



CITY COUNCIL / PLANNING COMMISSION
Joint Worksession
MINUTES

DATE: June 3, 2013

TIME: 5:30 p.m.

LOCATION: Community Rooms A & B

SCRIBE: Molly Towslee, City Clerk

MEMBERS PRESENT: Mayor Hunter and Councilmembers Payne, Guernsey, Perrow, Malich, and Ekberg. Planning Commissioners: Reid Ekberg, Bill Coughlin, Jim Pasin, Pamela Peterson, Craig Baldwin, Harris Atkins, and Rick Gagliano.

STAFF PRESENT: Dennis Richards, Jennifer Kester, Lindsey Sehmel, and Lita Dawn Stanton.

INTRODUCTION

Mayor Hunter opened the meeting and then turned it over to the Planning Commission Chair, Harris Atkins, who thanked Council for the opportunity to describe what the commission has been working on. He explained that they had been asked by Council to review and identify codes that inhibit the preservation of character-defining historic building in the downtown as a first step in the preservation and planning effort. He recognized the contribution and support that they commission received from staff.

Short-Term Downtown Zoning Amendments.

Planning Director, Jennifer Kester, presented an overview of the process to review the five potential code amendments that were identified. She explained that the in-depth process of town-hall meetings, a walking tour, an open house, 16 work-study sessions, and three public hearings resulted in a recommendation for four code amendments encompassed in three recommendations grouped under either Building Size or Building Height.

Ms. Kester presented information for the Planning Commission recommendations that came from the process.

1. Grandfather existing building sizes (sq. footage) in the DB Zone. Allow existing non-historic buildings to be torn down and re-built within the existing building envelope. (DRB approval required.)
 - a) Nonconforming buildings can be remodeled or torn down and rebuilt to the same or smaller configuration.
 - b) Buildings must meet the Design Manual requirements to the extent possible (materials, windows, color etc.)
 - c) Work on Historic Register eligible or registered buildings must meet the Design Manual requirements for preservation of historic structures.
 - d) Additional parking not required

- e) Apply to Downtown Business District and abutting Waterfront Commercial
2. Allow increased floor area within an existing building's envelope (mezzanines, etc.).
 - a) Additional interior gross floor area may be added to existing buildings. The total gross floor area may exceed the maximum allowed
 - b) Cannot enlarge or expand the existing building footprint.
 - c) Roof modifications to accommodate the increased interior floor area are allowed provided the roof does not exceed the maximum height allowance.
 - d) Additional parking not required.
 - e) Apply to Downtown Business District and abutting Waterfront Commercial
 3. Consider height increase allowances for buildings in the View Basin (up to 2 stories).
 - a) All buildings can be 27 feet above natural and finished grade as measured at the building footprint.
 - b) Allow roofs to be stepped-down where some portions of the roof can exceed 27 feet interior to the uphill and downhill elevations.
 - c) 27 feet agreed upon by DRB architects and Building Official as allowing modern construction techniques, ADA access and HVAC systems.
 - d) Setbacks, building size and view corridors maintained.
 - e) Apply to Downtown Business District and abutting Waterfront Commercial

Ms. Kester presented the next two items jointly.

4. Provide building size allowances to eligible or listed historic buildings in the View Basin if the front façade is preserved.
5. Consider incentives for first floor retail/restaurant.

She explained that there is no Planning Commission recommendation on these two issues for the following reasons:

- a) Complex issues and time consuming (could delay Harbor Vision policies)
- b) Façade retention does not retain historic integrity of building
- c) Construction issues numerous with retention of only a front façade
- d) Monetary incentives are a budget decision
- e) Zoning incentives such as floor area and density increases need direction from Harbor Vision policies

Ms. Kester explained that many of the concerns that came from this effort will be discussed and vetted during the Harbor Visioning process and the subsequent policy considerations.

Ms. Kester then went on to say that new items came from the process:

6. Improve "house in the hole" outcome in waterfront zones.
7. Maintaining historic streetscapes.

The Planning Commission recommendations for these two new items:

- a) Move front setbacks closer to street.
- b) Measure high-point at property line.
- c) Maintain 18-ft uphill and 27-ft downhill maximum
- d) Accommodates proposed shoreline buffers (increase)

After Council discussion, Ms. Kester said that the recommendations will come to Council as one ordinance the first meeting in July with a single public hearing broken into four parts. She was asked to work with the city attorney to clarify the timeframe requirement for rebuilding.

Mr. Gagliano said that during the public hearings, they didn't hear comments about these recommendations to be implemented in other locations. Mr. Atkins said that one person asked that the reconstruction amendment be allowed in the W.M. zone. Both said that the vision process was seen as a priority. Ms. Kester agreed that the focus was on the downtown area.

Ms. Kester said that the next step in the process is to develop the Harbor Vision process, then implement the regulations. As a part of that, she said that we will need to consider the current building size limitation and private parking requirements, density, and where these all will apply. She said that there are other factors that will also affect the outcome such as public parking and utilities; polices may come from this group that aren't related to zoning.

Ms. Kester explained that a PowerPoint presentation would go up on the city's website for the public to review prior to the public hearing along with robust public noticing. Mr. Atkins said that there was a comment in one of the hearings about the lack of signage. Options were discussed.

Process for the Harbor Vision

Lindsay Sehmel, Senior Planner gave an overview of the next steps to conduct the Harbor Vision process. She explained that when completed, the Harbor Vision will be codified as a "pull-out chapter" for ease of use and implementation. She explained that the Planning Commission plans on a public hearing at the second meeting in August, with a joint workstudy session with Council on the results late in September. The amendments will follow the regular Comprehensive Plan Amendment cycle.

Ms. Kester gave a rundown of the direction they heard from Council this evening:

1. Clarify the timeframe between tear-down and rebuilding; work with city attorney.
2. Place a hard copy of the PowerPoint in council boxes.
3. Explore a bulletin in public space for noticing the public hearings.
4. Review moving footprint in rebuild.
5. Look at the 20' setbacks / incentives.

There were no further questions or comments, and the worksession adjourned at 7:18 p.m.

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Parks Commission

Date: May 1, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Rahna Lovrovich, Stephanie Payne, Nick Tarabochia and John Skansi;
Staff Members: Public Works Director Jeff Langhelm, Senior Planner Lindsey Sehmel, Special Projects Coordinator Lita Dawn Stanton and Community Development Assistant Terri Reed.

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	Approval of April 3, 2013 Meeting Minutes	MOTION: Move to approve April 3, 2013 minutes as presented. Tarabochia / Payne - unanimously approved
OLD BUSINESS:		
Ancich Waterfront Park Visioning	For the record, Commission Member Tarabochia stated that there is no conflict of interest in being an adjacent property owner and a Parks Commission member. Senior Planner Lindsey Sehmel distributed materials and information gathered from the Stakeholder Workshops held on April 17 th and April 24 th . Ms. Sehmel asked the Parks Commission to provide recommendations for the materials and visuals to be used at the upcoming Open House on May 22 nd . Commission members like the idea of presenting the stakeholder visions as a story-telling format with visions and a policy statement being provided.	Open House to be held on May 22, 2013 from 4-6:30 p.m.
Parks Appreciation Day	Commission Chair Lovrovich gave a recap of the successful Parks Appreciation Day event and the projects that were completed. Suggestions were made as to changes/improvements for the 2014 event.	Commission Chair Lovrovich volunteered to continue as the PAD coordinator for 2014.
Crescent Creek Park Play Structure	Commission member Payne presented an updated conceptual plan for the play structure replacement at	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	Crescent Creek Park. She reported that the community group had a successful Rotary auction and raised \$29,100 towards the project goal. Funding is contingent on the RCO grant being funded by the State. Once that has been confirmed, the proposed plan for the playground will be presented to City Council for approval.	
NEW BUSINESS:		
Park Benches Donation at Eddon Boat Park	Lita Dawn Stanton explained that community members have come forward that would like to donate two benches to be placed at Eddon Boat Park. The proposed benches were not acceptable to Public Works for safety reason, so the individuals will come back with an alternate design for consideration.	Public Works will review alternate design. Once approved, Ms. Stanton will present the concept to the Arts Commission.
PARK UPDATES	Commission Chair Lovrovich asked about having volunteers provide maintenance to the City's planters and flower beds. She also expressed her concerns with having the Farmers Market at Skansie Park on Sundays as she would prefer another location other than the large open space at Skansie Park and feels that the trucks being driven on the grass are destructive.	Staff will look into adding a request for volunteers for planter maintenance to the City website. Farmers Market event to be discussed at the June Parks Commission meeting.
PUBLIC COMMENT:		
NEXT PARKS MEETING:		June 5, 2013 @ 5:30 p.m.
ADJOURN:		MOTION: Move to adjourn at 6:43 p.m. Tarabochia / Skansi - unanimously approved

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 06/06/2013

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20130930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. THE CAPTAIN'S MATE, INC.	THE KEEPING ROOM, CANDLES & WINE 7811 PIONEER WAY GIG HARBOR WA 98335 0000	086515	BEER/WINE SPECIALTY SHOP
2. PANDA INC.	HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	076567	SPIRITS/BR/WN REST SERVICE BAR
3. JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	BEER/WINE REST - BEER/WINE
4. SPIRO'S BELLA NOTTE', INC.	SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
5. APPLE WASHINGTON LLC	APPLEBEES NEIGHBORHOOD GRILL & BAR 4827 POINT FOSDICK DR NW GIG HARBOR WA 98335 1710	410253	SPIRITS/BR/WN REST LOUNGE +
6. FORZA, LLC	FORZA COFFEE COMPANY 5275 OLYMPIC DR NW STE 101 GIG HARBOR WA 98335 2306	404390	BEER/WINE REST - BEER/WINE



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

Subject:
RE-APPOINTMENT TO PLANNING COMMISSION

Proposed Council Action:
A motion for the re-appointment of Pamela Peterson to serve a four-year term on the Planning Commission.

Dept. Origin: Administration

Prepared by: Boards / Commission
Candidate Review

For Agenda of: June 24, 2013

Exhibit:

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

CHA June 17, 2013

R 6/17/13

GP 6/13

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

In February, 2013 Pamela Peterson was appointed to complete the remainder of a term ending the end of June. She has voiced a desire to continue to serve on the Planning Commission. This reappointment has the support of the Planning Director and Planning Commission members.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

Councilmembers Kadzik, Ekberg and Malich concur with the re-appointment of Ms. Pamela Peterson.

RECOMMENDATION/MOTION

Move to approve the re-appointment of Pamela Peterson to serve a four-year term on the Planning Commission.



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

Subject:
RE-APPOINTMENT TO DESIGN REVIEW BOARD

Proposed Council Action:
A motion for the re-appointment of Joy Peterson to serve a four-year term on the Design Review Board.

Dept. Origin: Administration

Prepared by: Boards / Commission Candidate Review

For Agenda of: June 24, 2013

Exhibit: Design Review Board Category List

	Initial & Date
Concurred by Mayor:	<u>CSH June 17, 2013</u>
Approved by City Administrator:	<u>R 6/17/13</u>
Approved as to form by City Atty:	_____
Approved by Finance Director:	<u>DF 6/13</u>
Approved by Department Head:	_____

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

In February, 2013 Joy Peterson was appointed to complete the remainder of a term ending the end of June. She has voiced a desire to continue to serve on the DRB. This appointment has the support of the Planning Director and Design Review Board Chair and Vice-Chair.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

Councilmembers Kadzik, Ekberg and Malich concur with the re-appointment of Ms. Peterson.

RECOMMENDATION/MOTION

Move to approve the re-appointment of Joy Peterson to serve a four-year term on the Design Review Board.

Gig Harbor Design Review Board Membership

The City of Gig Harbor Design Review Board has been reviewing applications since 1996 when the City adopted design review regulations. The DRB was significantly revised in 2005 to include two additional members. Minimum standards for members were also adopted at that time. These changes were made so that the DRB could additionally act as the City's local historic review board. There are six categories that members may fall into including;

1. A licensed architect or professional building designer with demonstrated experience in urban or historic building design. (At least one member shall be selected from this category);
2. A city resident with demonstrated interest and knowledge of urban design (no more than one member shall be selected from this category);
3. A member from the Gig Harbor planning commission. (No more than one member shall be selected from this category);
4. A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
5. A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
6. An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines. (At least two members should be selected from this category) Members in this categories may participate in all applications reviewed by the DRB pursuant to Chapter 17.99 GHMC (Design Manual), but shall participate in applications received pursuant to Chapter 17.97 GHMC (Historic Preservation).

The code requires that members come from at least four of the six categories above. The board is currently comprised of the following members:

Ray Gilmore, Category 6 (historic preservation advocate - CLG)

Peter Norman, Category 2 (lay member)

Joy Peterson, Category 4 (community design)

David Fisher, Category 1 (professional member - architect)

Vacant, Category 6 (historic preservation advocate —CLG)

Darrin Filand, Chair Category 1 (professional member—architect)

Rick Gagliano, Vice-Chair Category 3 (Planning Commission member)



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

Subject: Eddon Boat Park Upland Improvements – Construction Contract Award, Surveying and Material Testing Services.

Proposed Council Action: Approve and authorize the Mayor to execute the following contracts and change order authority for the Eddon Boat Park Upland Improvements Project:

1) Construction contract with Sealevel Bulkhead Builders, in the not-to-exceed amount of one hundred forty-six thousand three hundred nine dollars and seventy-one cents (\$146,309.71) plus Authorize Change Order Authority to the City Engineer in the not to exceed amount of ten thousand dollars and no cents (\$10,000.00) and;

2) Consultant Services Contract Amendment No. 1 with Prizm Surveying, Inc. for surveying in the not to exceed amount of five thousand four hundred sixty-one dollars and twenty-five cents (\$5,461.25) and;

3) Consultant Services Contract with Materials Testing & Consulting, Inc. for material testing services during construction in the not to exceed amount of three thousand sixty-five dollars and no cents (\$3,065.00).

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *MMG*
Project Engineer

For Agenda of: June 24, 2013

Exhibits: Construction Contract w/ Sealevel Bulkhead Builders;
Consultant Services Contract Amendment No. 1 w/ Prizm Surveying, Inc.;
Consultant Services Contract w/ Materials Testing & Consulting, Inc.

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 6/17/13
R 6/14/13
email 6/11/13
DF 6/14/13
JAD 6/13/13
J 6/13/13

Expenditure Required	\$165,881.41	Amount Budgeted	\$ 150,000.00	Appropriation Required	(See "Fiscal Consideration")
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INFORMATION/BACKGROUND

The first phase of this park development project at Eddon Boat Park, which consisted of in-water work, was completed last year. This phase provides for the construction of upland improvements consisting of the following features; contouring the slopes with topsoil, accessible viewpoints, new lawn and landscaping.

BID RESULTS

The Eddon Boat Park Upland Improvements project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for the base bid plus each bid option was \$158,746.65. A total of eight bid proposals were received by the City on June 5, 2013. Bid results from each bidder are summarized below showing the bid amount for the recommended award of the Public Works Construction Contract.

BIDDER	TOTAL BID AMOUNT
1. Sealevel Bulkhead Builders	\$ 146,309.71
2. Henderson Partners	\$ 153,185.73
3. Harlow Construction	\$ 161,231.00
4. RV Associates, Inc.	\$ 182,933.17
5. WS Contractors, LLC	\$ 213,525.08
6. Green Earthworks Construction, Inc.	\$ 225,525.08
7. Active Construction, Inc.	\$ 276,403.75
8. Pivetta Brothers Construction	\$ 279,019.69

FISCAL CONSIDERATION

This project is listed in the 2013 Budget as objective #12 in the Parks Development Division. There are sufficient funds within the Parks Development Fund to award the base bid plus each of the additive bids. The budget summary for this item is provided in the table below:

2013 Park Development Objective #12	\$ 150,000.00
2013 General Parks Development Fund	\$ 15,881.41
Requested 2012 Expenses:	
Design Contract – Anchor QEA (remaining amount)	\$ 1,045.45
Construction Surveying Contract – Prizm Surveying, Inc.	\$ 5,461.25
Materials Testing Contract – Materials Testing & Consulting, Inc.	\$ 3,065.00
Public Works Construction Contract – Sealevel Bulkhead Builders	\$ 146,309.71
Change Order Authority for Public Works Contract	\$ 10,000.00
Remaining Budget =	\$ 0.00

Additional funds in the amount of \$15,881.41 will be provided by the Park Development Fund to cover the added project costs.

BOARD OR COMMITTEE RECOMMENDATION

The City's Operations and Public Projects Committee reviewed the proposed improvements at the November 2011 meeting.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the following contracts and change order authority for the Eddon Boat Park Upland Improvements Project:

- 1) Construction contract with Sealevel Bulkhead Builders, in the not-to-exceed amount of one hundred forty-six thousand three hundred nine dollars and seventy-one cents (\$146,309.71) plus Authorize Change Order Authority to the City Engineer in the not to exceed amount of ten thousand dollars and no cents (\$10,000.00). and;
- 2) Consultant Services Contract Amendment No. 1 with Prizm Surveying, Inc. in the not to exceed amount of five thousand four hundred sixty-one dollars and twenty-five cents (\$5,461.25) and;
- 3) Consultant Services Contract with Materials Testing & Consulting, Inc. for material testing services during construction in the not to exceed amount of three thousand sixty-five dollars and no cents (\$3,065.00).

CONTRACT FORM

**CITY OF GIG HARBOR
EDDON BOAT PARK UPLAND IMPROVEMENTS PROJECT
CPP-1122**

THIS AGREEMENT, made and entered into, this ____ day of _____, 20____, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Sealevel Bulkhead Builders, Inc., a Washington corporation, hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the Eddon Boat Park Upland Improvements Project, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform all work described as the base bid with each of the bid options plus any changes in the Work, all in full compliance with the Project Manual entitled "Eddon Boat Park Upland Improvements Project, CPP-1122," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum One hundred forty-six thousand three hundred nine dollars and seventy-one cents (\$146,309.71), including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-2.04 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY OF GIG HARBOR:

CONTRACTOR:

Charles L. Hunter, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

***** END CONTRACT FORM *****

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PRIZM SURVEYING INC.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated September 11, 2012 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Prizm Surveying, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently contracting with the Consultant for Eddon Boat Upland Park Project;

WHEREAS, the City desires to extend consultation services with the Consultant in connection with the aforementioned services; and

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

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Five Thousand Four Hundred Sixty-One Dollars and Twenty-Five Cents (\$5,461.25), as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2014.

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

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

CONSULTANT

By: _____
Its Principal



CITY OF GIG HARBOR

By: _____
Mayor

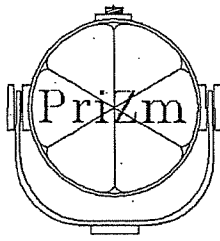
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A Scope of Work



PRIZM
SURVEYING INC.

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

Mr. Marcos McGraw
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

May 24, 2013

Re: Eddon Boat Park Upland Improvements (Phase 2).

Dear Mr. McGraw,

PriZm Surveying is pleased to provide you with this proposal for Surveying Services. Prior work performed in the vicinity of the project will be utilized to lower the overall project costs. The following is our proposed scope of work for the project.

Task 1 – Upland Improvement Construction Surveying:

The purpose of this task is to insure accurate placement of planned improvements. This is done by taking the engineering plan, making adjustments as needed and calculating the position of the items described below. A field crew will be deployed at your request, and will place a wood hub at the feature location. A wood lath will be placed next to the hub and will note: what the position represents, and if any grading is necessary. Upon the survey crew's return, our survey technician will check the notes for any possible issues or errors.

1. Request electronic CADD plans of this project from the client.
2. Using the plans provided for the project, we will calculate and prepare a work sheet for field use identifying positions for field staking.
3. Field layout of the proposed viewpoint, artwork and drainage swale locations.
4. Field layout of the proposed slope and beach area grading.
5. Field layout of the proposed flush and raised curbing.
6. Field layout of the proposed gravel drain and sand areas.
7. Field layout of the proposed topsoil areas.
8. Field layout of the proposed driftwood and half buried logs.
9. Reduce the field notes, check and verify positional tolerance of staked points.
10. Provide field note copies and cut sheets for completed field work.

The estimated cost for Task 1 services is \$2,612.50

- Professional Land Surveyor 1/2 hour @ \$95.00 /hour
- 2-man survey crew 17 hours @ \$125.00 /hour
- Survey Technician 5 hours @ \$85.00 /hour
- Administration 1/4 hour @ \$60.00 /hour

Eddon Boat Park
Page 2 of 3

Task 1a – Additive Bid Option 3 & 4 Construction Surveying:

The purpose of this task is to include the Additive Bid Options noted on the plans, to the work performed as part of task 1 above and is dependent upon award of the subject additive options.

1. Using the plans provided for the project, we will calculate and prepare a work sheet for field use identifying positions for field staking.
2. Field layout of the proposed ADA accessible paver pathway.
3. Field layout of the proposed driveway entrance.
4. Field layout of the proposed concrete pathway.
5. Reduce the field notes, check and verify positional tolerance of staked points.
6. Provide field note copies and cut sheets for completed field work.

The estimated cost for Task 1a services is \$916.25

- Professional Land Surveyor 1/4 hour @ \$95.00 /hour
- 2-man survey crew 6 hours @ \$125.00 /hour
- Survey Technician 1.5 hours @ \$85.00 /hour
- Administration 1/4 hour @ \$60.00 /hour

Construction Surveying Notes and Assumptions:

- The estimated cost is based upon design plans by Anchor QEA dated April 2013.
- The estimated cost noted is for one time staking only. Re-staking is not included unless otherwise note.
- The estimated cost is based on receipt of the engineers AutoCAD Plans.
- Requests for survey staking by the contractor will be communicated through the City.

Task 2 ~ Eddon Boat Park As-built Update:

This task updates our prior work on the project noting any features that may have changed on the property since our last As-built drawing and will include the Task 1 & 1a changes noted above. Completion of this task will provide the City an accurate comprehensive map of the then current condition (As-built) of the facility. This will be provided in both electronic format and paper copies.

1. Utilizing existing site control and the base survey map, perform an As-Built survey of the site. This will include constructed improvements to the property including: grading, buildings, edges of pavement, walks or pathways, curbing, decks and docks, viewing areas, visible utility structures (storm and sanitary structures), etc. Accessible utility structures will be measured for depth, pipe sizes, direction, etc.
2. Reduce field notes, plot data obtained from the fieldwork, and prepare an AutoCAD drawing of the above for design use at a convenient scale showing the data collected along with 1 foot interval contours and spot elevations as deemed necessary. The final Map will be site reviewed, checked and certified by a Professional Land Surveyor.
3. The final map will be provided in electronic format (AutoCAD & PDF) and paper copies for your use.

The estimated cost of Task 2 is \$1,932.50

- Professional Land Surveyor 2.5 hour @ \$95.00 /hour
- 2-man survey crew 8 hours @ \$125.00 /hour
- Survey Technician 8 hours @ \$85.00 /hour

- Administration 1/4 hour @ \$60.00 /hour

The total cost for Task 1, 1a and 2 is \$5,461.25

Specifically excluded from our described scope of services are any title research or reports, any geotechnical studies, wetland or traffic studies, landscaping, and / or any engineering services. If required the Client will pay all costs of title reports, filing fees, and other governmental fees and assessments not specifically identified within this proposal.

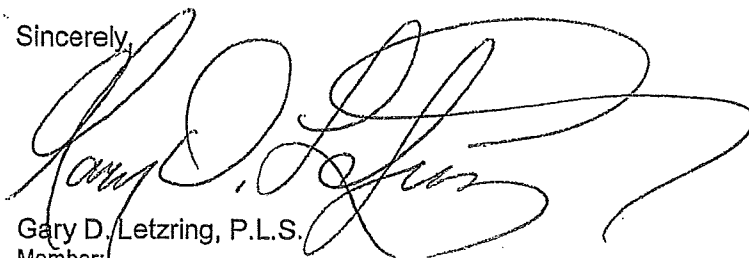
PriZm Surveying will perform additional services beyond the basic scope of work upon your request. No extra work will be undertaken without your prior authorization. Revisions to work completed or in progress, requested by you or your agents through no fault of PriZm Surveying, will be considered extra services for which additional compensation is due. If you require a written proposal and authorization for additional services, this should be addressed at the time the work is requested.

Any part of this proposal is negotiable pending your particular survey requirements. Should you desire additional services beyond the scope above our regular hourly rates are as follows:

- 2-man survey crew \$125 an hour
- GPS survey crew \$137.50 an hour
- Licensed Land Surveyor \$95 an hour
- Survey Technician \$85 an hour

We look forward to working with you on your project, and if you have any questions or comments regarding this proposal, please call me at (253) 404-0983.

Sincerely,



Gary D. Letzring, P.L.S.
Member:
Land Surveyor's Association of Washington,
National Society of Professional Land Surveyors,
American Congress on Surveying and Mapping

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MATERIALS TESTING & CONSULTING, INC.**

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

RECITALS

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

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Thousand Sixty-Five Dollars and No Cents (\$3,065.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 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 March 1, 2014; 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:
Materials Testing & Consulting, Inc.

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.,

ATTN: Tim Macke, SW Region General Mngr
2118 Black Lake Blvd. SW
Olympia, WA 98512
360-534-9777

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 5th
day of JUNE, 2013.

CONSULTANT

CITY OF GIG HARBOR

By: Tim Macke
Its: Tim Macke, S.W. Region GM

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



May 14, 2013

Marcos McGraw
City of Gig Harbor
 3510 Grandview Street
 Gig Harbor WA 98335
 (235)851-6170
 McGrawM@cityofgigharbor.net

RE: Eddon Boat Park Phase II, 3711 Harborview DR. Gig Harbor WA
 Special Inspection & Materials Testing

Dear Mr. McGraw:

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Based on the "Permit Submittal" drawings and specifications dated April 2013, combined with our past experience and long history of providing services on projects of similar size and scope, we estimate the total cost of our services for this project to be **\$3,065.00**, to be provided on a time and materials basis. Although dependent on the actual construction schedule and sequencing, *MTC will only bill for actual work performed, regardless of the amounts estimated.* Our project manager will review weekly budget status reports, and invoices will be sent on a monthly basis. No work will be performed beyond the scope and cost estimate without your prior authorization.

Each of MTC's laboratories are regularly audited by the American Association for Laboratory Accreditation (A2LA) as well as the Washington Association of Building Officials (WABO), and meet the rigorous requirements of ASTM E329 and C1077 standards for testing laboratories. Our proposed inspection team includes WABO certified senior special inspectors with decades of collective experience and together have worked on thousands of projects throughout the Northwest totaling over \$3 Billion in construction costs.

In order to provide cost reductions and more efficiency to your project, and to reduce our global footprint, MTC provides the advantage of electronic reporting, distribution, and storage of all the inspection reports produced for your project(s) through our secure, online system called the Digital Paper Route (DPR). The DPR is an online report distribution and project management tool which not only enables full-time, web-based access to all of our testing and inspection reports, but also provides daily updates of the project budget allowing our clients to review both overall contract amounts and "drill down" within a project to further evaluate specific inspection or lab tasks. The DPR service is provided free of charge to all our clients and their appointed project team. Additional information and further illustration of this service is included in this proposal.

In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Tim Macke
 SW Region General Manager
 (360) 534-9777

Attachment(s): Bid Form, Bid Assumptions

Corporate • 777 Chrysler Drive • Burlington, WA 98233 • Phone 360.755.1990 • Fax 360.755.1980
 SW Region • 2118 Black Lake Blvd. S.W. • Olympia, WA 98512 • Phone 360.534.9777 • Fax 360.534.9779
 NW Region • 2126 East Bakerview Road • Bellingham, WA 98226 • Phone 360.647.6061 • Fax 360.647.8111
 Kitsap Region • 5451 N.W. Newberry Hill Road, Suite 101 • Silverdale, WA 98383 • Phone/Fax 360.698.6787

Visit our website: www.mtc-inc.net

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Materials Testing • Special Inspection • Environmental Consulting



Project Name - Eddon Boat Park Phase II

Project Location - 3711 Harborview Dr, Gig Harbor WA

Prepared: 5-13-13 GP

<input checked="" type="checkbox"/> Earthwork & Soils - including visual inspections, nuclear density testing and related work; all associated laboratory testing below is based on WSDOT testing protocols, unless otherwise specified in project documents					
Inspection & Laboratory Testing Services	Visits	Units	Quantity	Rate	Cost
Engineering Technician~ Subgrade, CSBC Testing to 95%	4	Hour	20	\$ 49.00	\$ 980.00
Lab~Moisture Density Relationship / Proctor with Sieve	-	Each	2	\$ 225.00	\$ 450.00
Subtotal - Earthwork & Soils:					\$ 1,430.00
<input checked="" type="checkbox"/> Reinforced Concrete - including inspection of all mild reinforcement, concrete placement observation, sampling and sample pick-up.					
Inspection & Laboratory Testing Services	Visits	Units	Quantity	Rate	Cost
Special Inspector I~ Ramps, Stairs, Driveway	3	Hour	15	\$ 49.00	\$ 735.00
Lab~Concrete Compression Test Cylinders - Sets of 5	-	Each	15	\$ 18.00	\$ 270.00
Subtotal - Reinforced Concrete:					\$ 1,005.00
<input checked="" type="checkbox"/> Special Cases - including Epoxy & Proprietary Anchorage inspections, Floor Flatness Testing, Suspended Ceilings, Spray Applied Fire Resistive Materials and other specialty testing and inspection items, as indicated.					
Inspection Services	Visits	Units	Quantity	Rate	Cost
Lab~ Topsoil Analysis- Sieve Analysis		Each	1	\$ 175.00	\$ 175.00
Lab~ Topsoil Analysis- PH		Each	1	\$ 15.00	\$ 15.00
Lab~ Topsoil Analysis-Organic Content by Ignition		Each	1	\$ 75.00	\$ 75.00
Subtotal - Special Cases:					\$ 265.00
<input checked="" type="checkbox"/> Support Services					
Service	Visits	Units	Quantity	Rate	Cost
Project Management	-	Hours	3	\$ 75.00	\$ 225.00
Digital Report Production & Distribution	-	Hours	0	No Charge	-
Trip Charge (Based on Round Trip Mileage)	-	Trips	7	\$ 20.00	\$ 140.00
Subtotal - Support Services:					\$ 365.00
Budget Estimate for Services - Total:					\$ 3,065.00

Corporate 777 Chrysler Drive · Burlington, WA 98233 · Phone 360.755.1990 · Fax 360.755.1980
 SW Region 2118 Black Lake Blvd. S.W. · Olympia, WA 98512 · Phone 360.534.9777 · Fax 360.534.9779
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Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Project Name - Eddon Boat Park Phase II

Project Location – Gig Harbor WA

Estimate Assumptions & Exclusions - Page 1 of 1

- This estimate was prepared following review of “Permit Correction” drawings dated April 2013. No construction schedule was available for the creation of this bid.
- All services will be billed on a time-and-material basis based on the quantities and unit rates found in this proposal.
- Any quantities listed in this estimate are provided to assist the client with project budgeting. Actual testing and inspection will be as required to meet the project requirements and the contractor’s schedule and sequencing.
- Estimated quantities do not include time that may be required for re-inspection or re-testing. Extra time for meetings, consultations, re-inspections, added inspections, standby time and applicable overtime, etc., that is not listed in this estimate, although required and/or requested, will be billed as an additional charge to the Total, and in accordance with MTC’s Agreement for Construction Materials Engineering & Testing Services.
- MTC will provide a certificate of insurance upon award and prior to start of work. Client will be responsible for any additional charges levied for named party endorsement, extra coverage requirements
- Contractor/Client to provide safe access to the work areas in order to perform required inspections and tests.
- Contractor/Client to provide site-specific hazard information to our crews that will be working on the site.
- MTC does not employ any type of craftspeople, tradesmen, mechanics or laborers, and has proposed a scope limited to Quality Control / Quality Assurance testing and inspection. All services pertaining to direct construction, reconstruction, maintenance or repair are excluded. As such, MTC assumes itself exempt from prevailing wage requirements and filings described in RCW 39.12.
- Proposed quantities for earthwork reflect inspection and materials testing services only, and do not constitute a proposal to provide geotechnical engineering or consulting services, nor are these services intended to relieve the Geotechnical Engineer of Record from Construction Observation and Design Administration services.
- Concrete Testing for sidewalks (3000 fc) are assumed to fall outside of testing requirements. If testing is required, it will be considered an addition to project scope and hours be billed at the rate quoted for Reinforced Concrete and test cylinders at the rate quoted for Concrete Test Cylinders.
- Inspections that result in preparation of test specimens are typically quoted for a baseline of five hours, with a minimum four hours for inspection and site testing services and an extra hour for sample pickup on the following day. Most other inspections are based on an assumed duration of 4 hours unless otherwise noted.
- Concrete test cylinders are quoted in sets of 5, with a set to be prepared for the greatest of one set per pour, one set per 150 cubic yards, or 5000 square feet of member area.
- Note that testing of topsoil only includes testing done by MTC. Other test requirements are assumed to be covered by suppliers submittal.

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

Subject: Second Reading of Ordinance No. 1263 - Amendments to 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 *[Signature]*
**Building Official/
Fire Marshal**

For Agenda of: June 24, 2013

Exhibit: Title 15 updates

	Initial & Date
Concurred by Mayor:	<i>CLH June 19 2013</i>
Approved by City Administrator:	<i>R 6/18/13</i>
Approved as to form by City Atty:	<i>via email</i>
Approved by Finance Director:	<i>DP 6/13</i>
Approved by Department Head:	<i>PR 6-18-13</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. 1263

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 FOR THE ABATEMENT OF DANGEROUS BUILDINGS BY REFERENCE, AS WELL AS MAKING CERTAIN CLEAN-UP AMENDMENTS, UPDATE SECTION NUMBERS, DELETE REDUNDANT 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 ~~4504~~ 3601

~~4504.1~~ 3601.1 Scope. Marina facilities shall be in accordance with this chapter.

~~4504.1.1~~ 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.

~~4504.1.2~~ 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

~~4507.1~~ 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 ~~12~~ 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.~~

103.4.2~~1~~ 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 24th 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: 06/24/13
PUBLISHED: 06/26/13
EFFECTIVE DATE: 07/01/13
ORDINANCE NO: 1263



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

Subject: Second Reading-Amending Gig Harbor Municipal Code Chapter 18.10-Flood Hazard Construction Standards

Proposed Council Action: Adopt Ordinance

Dept. Origin: Planning Department/Legal

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

For Agenda of: June 24, 2013

Exhibit: Draft Ordinance

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CKH 6/18/13
P 6/19/13
Per e-mail dated 6.19.13
AK 6/18/13

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

The amendments addressed by the attached draft ordinance will bring 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.

On June 10, 2013, the City Council held a public hearing on the proposed amendments and conducted First Reading of Ordinance. No public testimony was received on the proposed ordinance, nor were any revisions to it requested by the City Council.

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 and approval. Subsequent to adoption by the city, the amendments will be transmitted to Ecology for review.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Adopt Ordinance

ORDINANCE NO. 1264

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, without change to Figure 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 24th day of June, 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: 06/05/13
PASSED BY THE CITY COUNCIL: 06/24/13
PUBLISHED: 06/26/13
FILED WITH DEPARTMENT OF ECOLOGY: 06/26/13
EFFECTIVE DATE: 07/26/13
ORDINANCE NO: 1264



Business of the City Council
City of Gig Harbor, WA

Subject: Bujacich Lift Station 17 – Consultant Services Contract with HDR, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with HDR, Inc. in an amount not exceed \$398,096.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: June 24, 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

Handwritten signatures and dates:
 [Signature] 6/20/13
 [Signature] 6/20/13
 BIA APPROVED BY EMAIL 6/19/13
 [Signature] 6/13
 [Signature] 6/20/13
 [Signature] 6/20/13

Expenditure Required	\$398,096	Amount Budgeted	\$ 2,400,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A budgeted 2013 Wastewater Capital Objective provides for the permitting, final design, property and/or easement acquisition assistance, and preparation of bid ready construction documents for the new regional lift station, located to the Public Works Shop facility on Bujacich road. The City conducted an RFQ and selected the three top engineering firms for an interview and selected HDR as the most qualified firm for this work.

FISCAL CONSIDERATIONS

Per the approved 2013 Budget, HBZ funds in the amount of \$400,000 will fund the design and permitting efforts, and local developer contributions will fund the construction of this new Lift Station, which is anticipated to occur in 2014 or later.

2013 Budget for Bujacich Lift Station 17	\$ 400,000
Anticipated 2013 Expenses:	
HDR, Inc. Consultant Services Contract: Design, Permitting, Property Acquisition, and Assistance during Bidding & Construction <i>future project construction – Public Works Contract</i>	\$ (398,096)
<i>Anticipated Construction Costs</i>	\$ (2,001,904)
Remaining 2013 Budget =	\$ 0

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Consultant Services Contract with HDR, Inc. in an amount not exceed \$398,096.00 for the Lift Station 17 Design Project.

**PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
HDR, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in design for Bujacich Lift Station 17 and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Ninety Eight Thousand Ninety Six Dollars (\$398,096.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 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 March 1, 2014; 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 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 resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under 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 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Engineer or Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

{ASB983048.DOC;1\00008.900000\}

is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
HDR, Inc.
ATTN: Tim Hume
4717 97th St NW
Gig Harbor, WA 98332
(253) 858-5262

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

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

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

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

CONSULTANT

By: *mmzlayloch*
Its: Senior Vice President

CITY OF GIG HARBOR

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Gig Harbor

Bujacich Lift Station 17
*Design,
Permitting,
Property Acquisition, and
Assistance during Bidding & Construction*

**FINAL
Scope of Services**

June 18, 2013

4717 – 97th Street NW
Gig Harbor, WA 98332
(253) 858-5262





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SCOPE OF SERVICES

The City of Gig Harbor (City) selected HDR Engineering, Inc. (HDR) to provide design, property acquisition, permitting, bidding, and construction assistance to the City for the new regional Bujacich Lift Station No. 17.

Task 100 - Project Management

Objective

The purpose of this task is to monitor, control, and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the project team including subconsultants in coordination with City staff.

HDR Services

1. Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period.
2. Attend up to 6 project meeting with City to evaluate progress on the scope, schedules, and budgets.
3. Project setup, management, and coordination with subconsultants.
4. Prepare weekly graph depicting project expenditures and project percent complete.

City Responsibilities

1. Attendance at meetings to provide input, feedback, and direction.
2. Prompt processing and payment of compliant invoices. The City will make one progress payment each month provided they are complete and accurate from the consultant and in the format requested by the City.

Assumptions

1. The project duration for Tasks 100 through 610 will be 7 consecutive months and is assumed to occur between June and December 2013 as shown on Figure 5. Duration for Task 700 is assumed to be six consecutive months but the schedule is unknown, thus the budget for Task 700 will be agreed to prior to task initiation. There will likely be a time delay between design (Tasks 100-600) and bidding/construction (Task 700).
2. The project organization chart (including subconsultants) is shown on Figure 4 (Exhibit C).
3. HDR will not be held responsible for delays occasioned by factors beyond its control, which could not reasonable have been foreseen at the time of execution of the Agreement.
4. Project team meeting will be attended by a maximum of two staff and will be approximately one hour in duration. A maximum of two total hours of management time will be required (preparation, attendance, and follow-up email notes) for each meeting.

Deliverables

1. Monthly reports and invoices (one copy with invoice).
2. Weekly graph depicting project expenditures and project percent complete.

Task 200 - Survey

Objective

HDR will subconsult with PriZm Surveying Inc. to provide topographic surveying for the project.

PriZm Services

Subtask 200.1 – PreDesign Topographic Survey

The purpose of this Task is to identify existing x, y & z data at key locations for project feasibility. As part of this work, our initial survey control traverse and level loop will be established for the projects duration.

1. Perform office research of the City of Gig Harbor's, Pierce County's and the Department of Natural Resources Records for relevant survey monumentation, Right of way and Control surveys in the vicinity of the subject area.
2. Perform a random field traverse or GPS survey locating relevant survey monumentation and vertical control as recoverable through a diligent search, necessary for accurate x, y & z data collection. Horizontal datum will be Washington State Plane Coordinate System, South Zone (NAD 83/91). Vertical datum will be per Pierce County, NGVD 1929.
3. Temporary benchmarks and control points will be set at convenient locations for future reference.
4. At HDR and City's direction, PriZm will perform a limited feasibility topographic survey over portions of said Right of Way and proposed lift station locations. For this PriZm will be locating requested features at specific locations requested to determine the actual design location of future improvements.
5. Reduce field notes, plot data obtained from the fieldwork, and prepare an AutoCAD drawing of the above for design use at a convenient scale showing the point data collected (x, y & z). Any symbols or line work of collected data will be shown. Note that no DTM will be generated as part of this task. The final Map will be reviewed, field checked and certified by a Professional Land Surveyor, and provided in electronic format and paper copies.

Subtask 200.2 – Right-of-Way / Boundary and Topographic Survey

This Task will provide accurate Boundaries and road rights-of-way, as well as full topography for the actual project design.

1. Perform research of the City of Gig Harbor and Pierce County's Records for relevant road right-of-way records. PriZm will also research public records for the existing property legal descriptions of adjoining properties along the proposed corridor.
2. Utilizing existing control traverse, done under Task 200.1 above, PriZm will perform a Topographic survey over requested portions of the Bujacich Drive Right-of-Way and adjoining possible alignments. Estimated total length of the project is 4,000 lineal feet and the topography will extend from Right-of-Way line to Right-of-Way line, with the possibility of locating relevant features which might lie outside this area. PriZm will be locating existing visible features within said limits, which may include, but not limited to: curbing, pavement edging, sidewalks, ramps, utility poles, hydrants, valves, manholes, storm drains, storm ditches, culverts, mailboxes, signs, fences, significant landscaping or forest area outline, driveways or other access ways, and significant trees 6" in diameter or larger, and any canalization. All of which will be utilized to determine existing elevations. Accessible utility structures will be measured for pipe depth, sizes, direction, etc.

3. PriZm will contract with a private utility locate company who will identify conductible underground utilities (Water, Gas, Power, Communication, etc) within the project area by painting a line, with proper identification color. Utility locate staff will be onsite with our survey crew to assist in locating such utilities. The paint marks identified by this service will be located and shown on the final map. While underground locates are deemed reliable, only pot holing the utility will determine the true location of such, and this has not been included within this proposal.
4. At PriZm's office, we will perform mathematical computations, analyze and resolve the limits of the Right of Way, and the approximate location intersecting property lines. The final map will note tax parcel numbers of the adjoining properties.
5. Reduce field notes, plot data obtained from the fieldwork, and prepare an AutoCAD drawing of the above for design at 1"=20' scale showing the data collected along with 2-foot interval contours and spot elevations where needed for clarity. The final Map will be reviewed, field checked and certified by a Professional Land Surveyor, and provided in electronic format and paper copies. Surface DTM in 3d lines will be provided for design purposes.

Subtask 200.3 – Legal Descriptions and Exhibits for Easements

13 total sites are estimated within this task.

1. Upon approval of the final planned alignment or at HDR or City's request, PriZm will coordinate on receipt of a CAD file noting the future sewer line alignment, the desired easement locations and widths, and the tax parcel's that will need such easements or conveyance.
2. Utilizing calculations done under Task 2 above for adjoining boundary locations PriZm will prepare exhibits that will include the Tax parcel number, note the current ownership and property legal description, the easement legal description and area encumbered and an exhibit map showing the property and easement location.
3. If the lift station site is not going to be an easement, PriZm will prepare exhibits that will include the Tax parcel number, current ownership and property legal description, the conveyance area legal description, area encumbered and an exhibit map showing the above.
4. The final exhibits will be reviewed, checked and certified by a Professional Land Surveyor, and provided in electronic format.

City Responsibilities

1. Provide record drawings of existing utility services in the area to be surveyed.
2. Provide right of entry access as required.

Assumptions

1. Project area to be surveyed is included in Figure 1.
2. Street right-of-way lines and property lines will be based upon Pierce County Assessor map records.
3. The horizontal control is assumed to be Washington State Plane South. The vertical control is assumed to be NAVD88.

Deliverables

1. Mapping using APWA standard layers, line types, and symbols in AutoCAD 2011 format. Two signed record hard copies and an electronic copy with support files will be provided.
2. Digital Terrain Model (DTM) in AutoCAD 2011 format. Contours shall be in 2-foot intervals.

Task 300 – Geotechnical

Objective

HDR will subconsult with Kleinfelder Inc. to provide geotechnical services for the project.

Kleinfelder Services

1. Kleinfelder will review Kleinfelder's library and the online databases for geologic and geotechnical information for the project alignment.
2. Kleinfelder will then plan and coordinate a geotechnical investigation consisting of a series of machine-drilled exploratory borings along the sewer alignment and at the pump station site. We will drill nine (9) borings along the 3,800-lineal foot sewer alignment, for coverage of one boring per ~475 lineal feet of sewer. Each of these borings will be drilled to depths of 25 feet below ground surface. We will also drill one (1) exploratory boring at the pump station site, to a depth of 50 feet. Boring depths were chosen based on 25 feet as the deepest likely gravity sewer pump station excavation depths.
3. Based on the results of our field and laboratory work, Kleinfelder will perform geotechnical engineering analyses to evaluate the following:
 - A. Site earthwork requirements including temporary shoring and construction dewatering;
 - B. Foundation requirements for the pump station structure;
 - C. Lateral and vertical earth pressures for below-grade elements, including lateral pressure diagrams;
 - D. Open trench earthwork considerations including pipe bedding and backfill; and
 - E. Pavement restoration and new pavement sections for roadways and parking areas.
4. Kleinfelder will prepare and submit a draft geotechnical engineering report presenting the results of our field investigation, laboratory testing, geotechnical engineering analyses, and our conclusions and recommendations for design and construction.
5. Kleinfelder will participate in up to two (2) meetings with the design team at the City of Gig Harbor Public Works offices, to discuss geotechnical-related topics, and any comments on our draft geotechnical engineering report.
6. Kleinfelder will then make any revisions to our draft report and issue a final geotechnical report.
7. During the detailed design PS&E phase of the project, Kleinfelder will coordinate geotechnical related aspects of the project with HDR. This will include review and comment of site earthwork, foundations, sewer construction, details and specification sections.

City Responsibilities

1. City will provide traffic control services for geotechnical explorations, including two state-certified flaggers, and all necessary cones and signs, to comply with MUTCD and City of Gig Harbor requirements.
2. City will provide clearing and access for truck mounted drill rig to proposed lift station site.
3. The City will contract directly with WSDOT to provide geotechnical borings. The City will provide coordination, scheduling, and primary contact with WSDOT.

Assumptions

1. All of the borings will be drilled using truck-mounted drilling equipment advancing hollow stem augers, or employing mud rotary wash methods. We assume any site clearing or grading that is necessary to access the pump station site will be provided by others, at no cost to Kleinfelder. All borings to be completed by WSDOT.
2. It will be necessary to close one (1) lane of traffic along Bujacich Drive to safely complete the borings. We assume that the City will provide traffic control services and approve the traffic control plan (TCP), and will provide general information and assistance regarding local traffic.
3. In each boring we will obtain disturbed soil samples at 5-foot intervals using standard or non-standard penetration test (i.e., SPT or NSPT) methods. We will also obtain bulk samples of auger-cuttings from the upper four (4) in five (5) of our borings. If ground water seepage, or evidence of seasonal ground water, is encountered in our borings, we will install standpipe piezometers in up to three (3) of our borings, so that ground water conditions can be monitored over time.
4. Soil samples will be placed in airtight containers and returned to our geotechnical engineering laboratory in Redmond, Washington for further examination. Laboratory tests will be assigned on selected samples to characterize index and engineering properties. Such tests will include natural moisture content, grain size distribution, and Atterberg Limits if fine-grained cohesive soils are encountered. We will also perform moisture-density (compaction) tests on three (3) bulk samples to assist in our evaluation of the potential re-use of site soil as structural fill.
5. We assume up to eight (8) hours of project engineer time will be required during the detailed design PS&E phase of the project to coordinate geotechnical related aspects of the project with HDR.
6. Kleinfelder and HDR will communicate boring efforts and criteria with WSDOT and fully cooperate with them. Kleinfelder assumes 4 days of labor during field explorations, and if scheduling or other impacts outside of Kleinfelder's control requires additional time during field explorations, an amendment to the project budget will be required.

Deliverables

1. Draft Geotechnical Engineering Report (pdf)
2. Final Geotechnical Report (pdf)

Task 350 – Instrumentation and Controls

Objective

HDR will subconsult with Advanced Industrial Automation (AIA) to provide instrumentation and control services for the project.

AIA Services

1. Review of documents and coordination with the design team as well as coordination with the utility company as required.
2. Provide instrumentation and control electrical diagrams for a single local control panel controlling two (2) VFD's and pumps, as well as the overall control panel layout (estimate 2 sheets).
3. Provide a SCADA communication and interconnection diagram (1 sheet).
4. Provide a GPS-based radio survey.
5. Design of an optional spread spectrum frequency hopping unlicensed radio to the WWTP.
6. Provide specifications for a single local control panel, a specification to modify the headquarters HMI, and a specification for a high speed radio based communications link
7. Drawings and specifications at 60%, 90% and 100% design.
8. Provide a construction cost estimate at the 60%, 90% and 100% design.
9. Provide instrumentation and control bid documents to be inserted as part of the Contract Documents.

City Responsibilities

1. Review submittals, answer questions, and provide guidance and direction in the design of the instrumentation and control system.

Assumptions

1. This task shall include controls for a pump station and its associated telemetry communications back to the City of Gig Harbor WWTP.
2. This scope does not include any services associated with providing Integration services such as programming and startup. This scope is based on AIA providing Integration services to include programming and startup on another contract directly with the City.
3. It is recommended to provide high speed communications between this pump station and the WWTP. Alarm notification will be provided by a new Mission123 system at the pump station. Pump Station 17 is an important source of flow to the treatment plant, and additional information is warranted.
4. The equipment may consist of the following or equals:
 - A. Two (2) Wemco Screw Submersible pumps on VFDs.
 - B. One (1) Screw Sucker Pump, Model 125H
 - C. One (1) unisorb odor control system (includes fan control, flow switch alarm, two speed fan control)

- D. Two (2) room ventilation fans (one redundant) with sail switch and HVAC control
- E. One (1) float switch high wet well level alarm
- F. One (1) magnetic flow meter
- G. One (1) combustible gas detector in pump station to meet NFPA820

Deliverables

- 1. 60%, 90%, and 100% drawings (one file in pdf format, half-size drawings 11" x 17")
- 2. 60%, 90%, and 100% technical specifications (one file in pdf format)
- 3. 60%, 90%, and 100% Engineer's Opinion of Probable Construction Cost (one file in pdf format)

Task 400 - Preliminary Design

Objective

Prepare a Preliminary Design Report to confirm the design criteria and identify the improvements to be included in the final design.

HDR Services

- 1. Conduct one Kickoff Meeting with City
- 2. Prepare data request list
- 3. Prepare the Draft Preliminary Design Report
- 4. Conduct Draft Preliminary Design Report review meeting with the City.
- 5. Incorporate comments and submit Final Preliminary Design Report.

City Responsibilities

- 1. Provide electronic files as available of requested data, drawings, City Public Works Standard Specifications, and Standard Details.
- 2. Attend Kickoff meeting and Draft Preliminary Design Report review meeting with HDR. Provide input and written comments.

Assumptions

- 1. Kickoff Meeting and Preliminary Design Report Review meeting will each be attended by a maximum of three HDR staff and be approximately two hours long.
- 2. Preliminary Design Report elements are envisioned to include:
 - A. Review and confirm design flows based on City's 2009 Wastewater Comprehensive Plan Update.
 - B. Evaluate up to 2 lift station/wet well locations within the area shown on Figure 1.
 - i. Based on the evaluation, City staff will select the preferred location of the new lift station/wet well.
 - ii. The City's preferred lift station layout includes one duplex wet well with two WEMCO Hidrostral pumps and one WEMCO Screwsucker pump, with associated valve vaults,

as shown on Figure 2. The WEMCO Screwsucker pump, odor control unit, and air gap tank & pump will be located within a building.

- C. The main gravity trunk line locations and approximate depths within Basin 17 will be conceptually identified based on City's 2' contour data, Basin 17 boundary from Wastewater Comp Plan, and parcel boundaries from Pierce County GIS. The conceptual gravity sewer lines will be identified to serve each existing parcel boundary within the basin. This conceptual evaluation of gravity sewers within the basin is intended to provide guidance to the depth of the new wet well, as well as identify areas within the basin that will be served gravity sewer service and which areas, if any, will require individual pump systems to discharge to the basin's gravity sewer system.
 - D. Evaluate and confirm design criteria for pump sizing, wet well volume, electrical, instrumentation and controls, odor control, building structural and architectural, acoustics, energy efficiency, and HVAC, and landscape architecture.
 - E. Evaluate up to 2 forcemain alignments from lift station to discharge manhole as shown on Figure 1. Based on the evaluation, City staff will select the preferred location of the new forcemain.
 - F. One forcemain discharge manhole location is assumed adjacent to the southeast edge of the Correctional Facility on Bujacich Dr., as shown on Figure 1.
3. Draft and Final Preliminary Design Report to consist of up to twenty 8-1/2" x 11" pages and up to ten 11" x 17" sketches/drawing figures.

Deliverables

1. Draft Preliminary Design Report (one file in pdf format)
2. Final Preliminary Design Report (one file in pdf format)

Task 500 – Final Design

Objective

Prepare drawings, contract documents, and engineer's opinion of probable construction cost based on the Preliminary Design Report in Task 400.

HDR Services

1. Prepare drawings, contract documents, and engineer's opinion of probable construction cost at the 60%, 90%, and 100% design levels.
2. Conduct one meeting with the City to discuss review comments at each stage: 60%, and 90% submittals.

City Responsibilities

1. Attend 60%, and 90% review meetings with the HDR. Provide input and written comments. Written comments shall be compiled for all City commenters onto one set of City review comments.
2. Provide HDR with electronic version of the City's Division 0 and Division 1 specifications.

Assumptions

1. All deliverables will be prepared consistent with the professional standard of care.
2. Drawings:
 - A. The Drawings will be per HDR standards. City Standard Details will be used where applicable.
 - B. The budget is based upon production of the estimated Final Design Drawings shown in Table 1.
 - C. Up to two conceptual building rendering drawings will be prepared for submittal to the Design Review Board, if required. One HDR architect will attend one Design Review Board meeting (up to 2 hour duration) to present the building architectural renderings and make the required changes.
3. Contract Documents:
 - A. Contract documents will include the front end legal documents, general conditions (Division 0 and Division 1) and technical specifications
 - i. Division 0 documents will be developed in accordance with the standard City bidding procedures using City front end specifications (e.g. Invitation to Bid, Instructions to Bidders, Bid Form)
 - ii. Division 1 documents will be Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (EJCDC) that are based on Construction Specification Institute (CSI) format.
 - iii. Technical specifications will be based on Construction Specification Institute (CSI) 48 breaker format.
 - B. The budget is based upon production of the estimated Contract Document Sections shown in Table 2.
4. 100% Submittal of Drawings and Contract Documents will be suitable for bidding and will be stamped by a professional engineer licensed in the State of Washington.
5. Engineer's Opinion of Probable Construction Cost:
 - A. 60% Submittal will be AACE Class 3.
 - B. 90% Submittal will be AACE Class 3.
 - C. 100% Submittal will be AACE Class 2.
6. Hydraulics of pump station and force main will be validated, Surge analysis of pumps and forcemain is not included in this scope of services. If required, contingency task budget may need to be utilized.
7. Acoustic study of the pump station is not included in this scope of services. If required, contingency task budget may need to be utilized.
8. Traffic Control Plan is not included in this scope of services. Traffic Control Plan will be the responsibility of the Contractor and reviewed by the City.
9. Dewatering Plan is not included in this scope of services. Dewatering Plan will be the responsibility of the Contractor and reviewed by the City.
10. The 60% and 90% review meetings will be a maximum of four hours long and include two HDR staff.

Deliverables

1. 60%, 90%, and 100% drawings (one file in pdf format, half-size drawings 11" x 17")
2. 60%, 90%, and 100% technical specifications (one file in pdf format)
3. 60%, 90%, and 100% Engineer's Opinion of Probable Construction Cost (one file in pdf format)

Task 600 – Permitting

Objective

Conduct field work to define the buildable area for the design team and prepare documentation required for permit applications. Prepare graphics and maps for permit packages and for public outreach events. Participate if requested to attend the Hearing Examiner meeting or project related open houses.

HDR Services

1. Conduct reconnaissance and delineation of wetland/stream critical areas on the site and proposed conveyance alternatives by 2 qualified wetland biologists.
2. Work with the design team to site the lift station outside of wetland areas and if possible the wetland buffer.
3. Prepare critical area report for the local permit applications.
4. Develop a conceptual on-site wetland and buffer mitigation plan in compliance with the Corps and City critical area requirements to off-set potential wetland and buffer impacts.
5. Prepare mitigation design plans and planting plans, details, and cost estimate.
6. Conduct records search at the State Department of Archaeology and Historic Preservation, perform pedestrian survey and subsurface field work necessary to comply with Section 106 of the NHPA. Prepare the Cultural Resources Survey in compliance with federal, state, and location regulations and to support the Corps permit application. Work would be done by Tierra Right-of-Way Services under a subcontract to HDR.
7. Compliance with the Endangered Species Act is required if wetland fill is anticipated. Prepare a No Effect Letter to support the Corps permit application.
8. Prepare the JARPA form to address the wetland fill, impacts, and mitigation. Submit to the Corps for review. Provide comment/response support and coordination with Corps staff during the application process.
9. Coordinate with Gig Harbor Planning Department to confirm the permit process and public outreach expectations. Confirm and summarize the list of required environmental and City permits and prepare a permit responsibility matrix.
10. Prepare the SEPA environmental checklist for the project.
11. Develop Gig Harbor applications for a Conditional Use Permit and Critical Area Modification permits. Provide permit support during review and comment-response phase of the applications.
12. Prepare City of Gig Harbor Clear and Grade permit application of the lift station for review by city engineering staff. Coordinate response to comments and resubmittal.



13. Prepare City of Gig Harbor building permit applications of the lift station for review by city staff. Coordinate response to comments and resubmittal.

City Responsibilities

1. Prepare site positing, SEPA public notice and distribution, mailing, and fees.
2. Coordinate public outreach events and Hearing Examiner meeting.

Assumptions

1. The City Planning department will identify whether the selected lift station location is situated on a “prominent parcel”, and identify what permit requirements are applicable, and what Design Review Board elements and aesthetic considerations will apply to the lift station building.
2. A Corps permit for wetland fill has been assumed in this scope of work. On site wetland mitigation will be acceptable to the Corps. If other the Corps requires analysis of other options, additional scope and budget would be required.
3. A SEPA checklist is sufficient for the City to issue a determination. If a SEPA appeal is filed, additional scope and budget would be required.
4. Additional permits identified during the design process would require additional scope and budget approval.
5. Federal funds obtained for the project would require a different environmental compliance process not outlined in this scope of work.

Deliverables

	Permits Anticipated	Agency	Procurement Responsibility
1	Draft and Final Critical Area Report	City of Gig Harbor Planning	HDR
2	Mitigation design plans, details, and cost estimate	City of Gig Harbor Planning	HDR
3	Draft and Final SEPA Checklist	City of Gig Harbor Planning	HDR
4	Draft and Final Conditional Use Permit package	City of Gig Harbor Planning	HDR
5	Draft and Final Critical Area Modification Permit package	City of Gig Harbor Planning	HDR
6	Draft and Final Clear and Grade Permit application package	City of Gig Harbor Planning	HDR
7	City of Gig Harbor Building Permit application package	City of Gig Harbor Planning	HDR
8	Draft and Final JARPA for Corps permit in case of wetland fill	US Army Corps of Engineers	HDR
9	Draft and Final Cultural Resources Survey to support Corps permit application	US Army Corps of Engineers	HDR



	Permits Anticipated	Agency	Procurement Responsibility
10	Draft and Final No Effect to Endangered Species Letter to support Corps permit application	US Army Corps of Engineers	HDR

Task 610 – Property Acquisition

Subtask 610.1 – Pre-Acquisition and Data Management

Objective

Review the preliminary construction plans and survey exhibits, make early contact with property owners as required by City, research and compile landownership info, order and review title, obtain any right of entry agreements needed for the project, and prepare all files and diaries for anticipated acquisitions. For all property acquisition services, the City and HDR will utilize the steps identified in the flow chart shown on Figure 3.

HDR Services

1. Prepare a monthly status report in excel format and a monthly report of work accomplished in word format during the ROW phase of the project.
2. Attend up to 5 project status meetings as needed.
3. Research and compile landownership data from available public records.
4. City will order titles and HDR will complete a title review memo.
5. Review preliminary construction plans and survey exhibits for accuracy of acquisition legal descriptions.
6. Make early landowner contact through right of entry negotiations
7. Acquire any needed right of entry agreements.
8. Prepare all parcel files and diaries for assigned acquisition files.
9. HDR will follow all of the policies and procedures summarized in Chapter 5 of the WSDOT Right of Way Manual and the pertinent sections of Chapter 25 of the Local Agency Guidelines Chapter. While there are not any State or federal funds being utilized, HDR to further identify under this scope of work your assumptions and outline that you intend to utilize in the ROW procurement process.

City Responsibilities

1. Order titles
2. Review title reports and title review memos supplied by HDR.
3. Review and authorize all early landowner contacts.
4. Identify and authorize any parcels needing right of entry agreements.
5. Pay all title costs directly to the title company.

Assumptions

1. A maximum of five title reports with one copy of each title report and any supporting documentation (e.g. copies of covenants affecting legal description, deeds, etc.) will be ordered by HDR.
2. City shall pay all title costs directly to the title company.
3. HDR shall prepare all necessary documents and make up to minimum of three landowner contacts for any right of entry agreement request.
4. There will be a maximum of five right of entry agreement requests.

Deliverables

1. Landownership info in report or spreadsheet format.
2. Title Review Memos.
3. Early landowner contact meetings through right of entry negotiations.
4. Right of Entry Agreements.
5. Redline reviews of construction plans and survey exhibits.

Subtask 610.2 – Appraisal, Appraisal Review and Appraisal Management

Objective

HDR will manage the appraisal process and prepare appraisals and reviews for up to five parcels. HDR will subcontract with Allen Brackett Shed for appraisals and McKee and Schalka – Greenleaf for appraisal reviews.

HDR Services

1. Prepare an appraisal schedule for appraisals assigned by City.
2. Assemble all needed appraisal data and appraisal scope for each assigned parcel.
3. Send out landowner contact letters to all affected parcels in advance of the appraisal.
4. Prepare appraisal reports for all assigned parcels.
5. Supply appraisal reviews for all assigned parcels.

City Responsibilities

1. Review and approve appraisal schedule.
2. Provide all signed Determination of Values.

Assumptions

1. HDR shall manage appraisal staff to develop the most expeditious schedule for delivery of all appraisals. Staff will include Jim Prossick (HDR) – Right of Way Supervisor; Theresa Weaver (HDR) – Senior Right of Way Agent; Darin Shedd (Allen Brackett Shedd) – Independent Fee Appraiser; Jim Greenleaf (McKee & Schalka) – Independent Review Appraiser.

2. City shall provide all appraisal reviews and establish the estimate of just compensation to be offered each owner in a timely manner.
3. City shall provide any available information to HDR that is needed to complete the assigned appraisals.
4. There will be a maximum of five parcels appraised and reviewed.

Deliverables

1. Appraisal schedule.
2. Appraisal management.
3. Landowner Contact letters.
4. Appraisal Reports.
5. Appraisal Reviews.

Subtask 610.3 – ROW Acquisitions and Negotiations

Objective

HDR will prepare offer packages, present offers and negotiate purchases, prepare administrative settlement memos and condemnation packages, prepare executed documents for City approval, and process executed documents, landowner payments and escrow closings for a maximum of five parcels. At the end of the project all acquisition files will be transmitted to the City with all original documents.

HDR Services

1. Prepare an acquisition schedule for the assigned parcels.
2. Prepare all documents and deeds required for the assigned parcels.
3. Prepare all legal descriptions.
4. Act as the agent for City in all negotiations.
5. Prepare administrative settlement memos and condemnation packages as needed.
6. Process signed documents, landowner payments and escrow closings.
7. Transmit completed files to City.

City Responsibilities

1. Review and approve all acquisition schedule.
2. Provide approved ROW forms or approve the format of all documents and deeds used.
3. Approve all administrative settlements and all condemnation packages.
4. Make prompt payment to the owner or escrow company for all approved acquisitions.
5. Review and approve all transmitted files.

Assumptions

1. HDR will attempt to procure all required easements and property first through donation as a starting point of negotiations.

2. City will have sufficient funding to pay for the acquisition of any parcel assigned.
3. City shall approve all acquisition forms prior to their use.
4. There will be a maximum of four substantive contacts with each assigned landowner with substantive contact meaning an in person landowner meeting, a detailed phone conversation or the exchange of email or written correspondence.
5. Negotiations will be deemed completed if any of the following occur: ROW documents are executed by the landowner; the offer is rescinded or a second offer is made; the parcel is turned over to the City for condemnation; four substantive contacts have been made and negotiations are at impasse.
6. All parcels shall be closed in escrow.

Deliverables

1. Acquisition schedule.
2. Completed Acquisition Documents.
3. Negotiation Services.
4. Administrative Settlement Memos.
5. Signed documents and landowner payment forms.
6. Completed acquisitions or condemnation packages.
7. Completed files.

Task 700 – Assistance During Bidding & Construction (Optional Task)

Objective

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

Note: The schedule/timing for bidding and construction is not currently known. Therefore, this task identifies services HDR can offer to the City, however the City's selected services, assistance, and authorized budget for this task will be negotiated at a later time prior to initiating this task. It is anticipated that this task will be accomplished under a future contract amendment to the Consultant Services Contract between the City & HDR. Example scope items include the following:

HDR Services

1. Respond to City staff technical questions.
2. Prepare addenda as may be required during bidding and participate in pre-bid conferences, respond to questions from bidders, and provide clarification or interpretations of the bidding documents.
3. RFIs – Prepare and distribute responses to Requests for Information (RFIs) by Contractors or the City.
4. Prepare Change orders.

5. Submittals – Prepare and distribute reviews of material and equipment submittals.
6. Bi-weekly Meetings – Attend Bi-weekly meetings to review progress and issues relevant to completing the work. Prepare and distribute meeting minutes.
7. Construction Field Observation – Provide services of a resident, substantially full-time, to observe construction activities to document the progress of the work.
8. Project Closeout – Provide final field visits, document observed deviations from contract requirements, and provide a final punch list in the form of a brief letter-report to the City.
9. Record Documents – Prepare and supply completed record drawings based on contractor and/or City-provided field records and mark-ups.

City Responsibilities

1. Issue documents for bidding.
2. Issue addenda to prospective bidders.
3. Contract Administration – Provide construction contract administrative functions including issuing notice-to-proceed and monthly progress and pay estimates.
4. Attend weekly construction progress meetings.

Assumptions

1. Duration for Task 700 is assumed to be six consecutive months but the schedule is unknown, thus the budget for Task 700 will be agreed to prior to task initiation. There will likely be a time delay between design (Tasks 100-600) and bidding/construction (Task 700).
2. Assume 5 submittals for review.
3. Assume 10 RFIs.
4. Assume 3 change orders.
5. Assume 24 weekly construction meetings.
6. Distribution of bid documents, RFIs, and Change Orders.

Deliverables

1. Submittal reviews.
2. RFI responses.
3. On site observation reports.
4. Meeting minutes.
5. One (1) set of record drawings (11" x 17"), with an electronic copy of the record drawings on CD.

Task 800 – Contingency for Professional Services

Objective

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

HDR Services

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

City Responsibilities

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

Assumptions

1. No budget is assigned to the contingency task. If available, budget from other tasks that may be completed under estimated budget may be shifted to this contingency task during the course of the project at the City's discretion.
2. Agreement for services to be performed under the contingency task, if budget is available, will be documented and agreed upon by the City and HDR prior to proceeding.

Deliverables

1. To be determined and agreed upon by City and HDR.

Task 900 – Constructability Reviews

Objective

To review the plans and specifications for the project from a constructability point of view for bidding and construction.

HDR Services

1. Conduct review of plans and specifications at the 60% and 90% submittal stages of the project.

City Responsibilities

1. Consider HDR constructability review comments and reach consensus on any changes made to the plans and specifications based on HDR's professional recommendations.

Assumptions

1. HDR construction management services staff will perform the constructability reviews.
2. Comments will be provided on the drawings and specifications sets submitted at 60% and 90% complete stages, and will be discussed with the City at the 60% and 90% submittal review meetings.

Deliverables

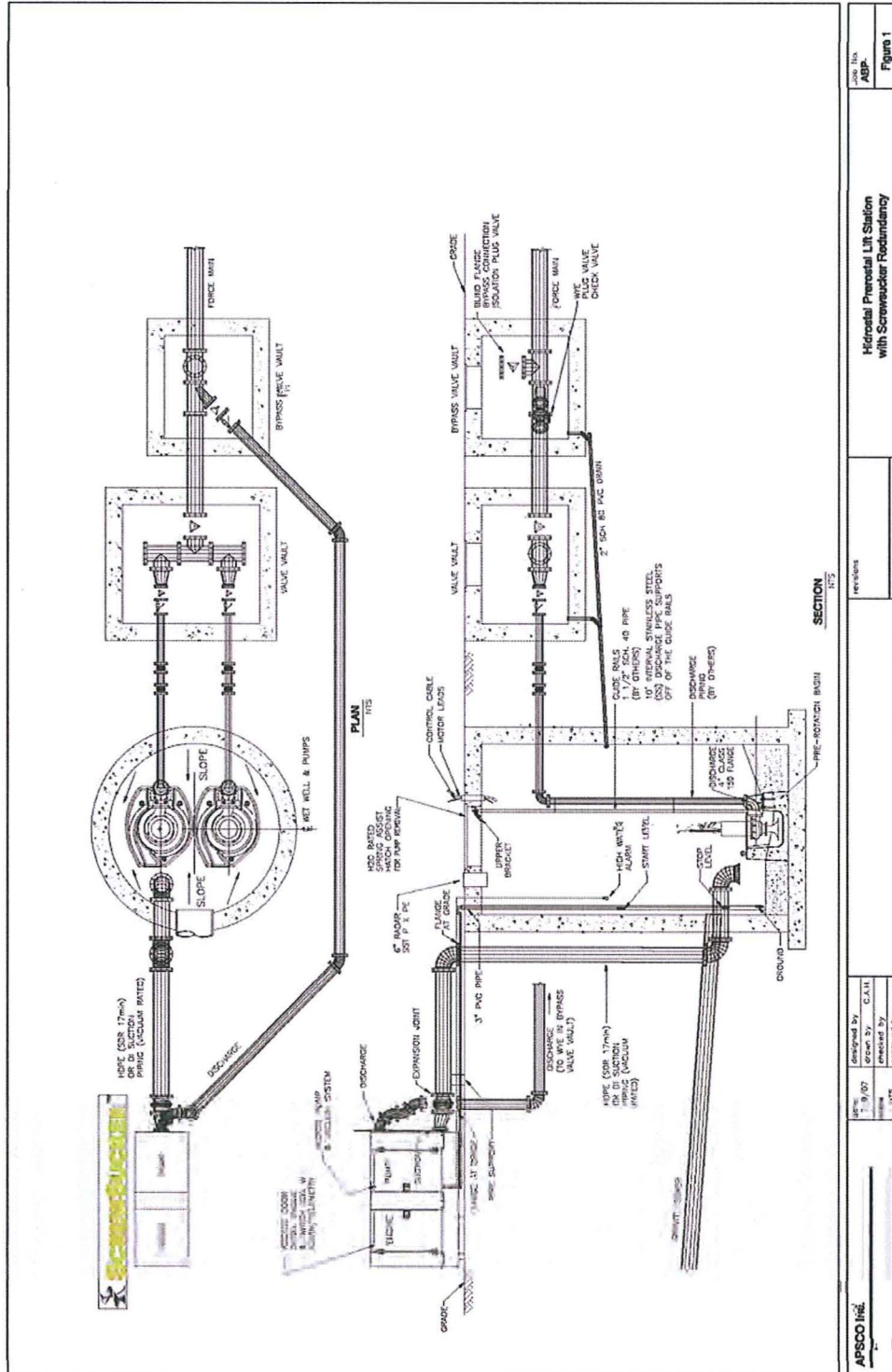
1. 60% submittal and 90% submittal constructability review comments.

Figure 1 – Bujacich Lift Station No. 17 Vicinity Map and Pipeline Alternatives





Figure 2 - City's preferred layout for Bujacich Lift Station No. 17 (assumed).



APSCO Inc.		APSCO Inc.		APSCO Inc.	
DESIGNED BY	DATE	DESIGNED BY	DATE	DESIGNED BY	DATE
SCALE BY	9/07	SCALE BY	9/07	SCALE BY	9/07
CHECKED BY	1/15	CHECKED BY	1/15	CHECKED BY	1/15
APPROVED BY		APPROVED BY		APPROVED BY	
Hydrostatic Precast Lift Station with Sewerwater Redundancy			Figure 1		

Figure 3 – Flow Chart of the Property Acquisition Process (Prepared by City Engineer)

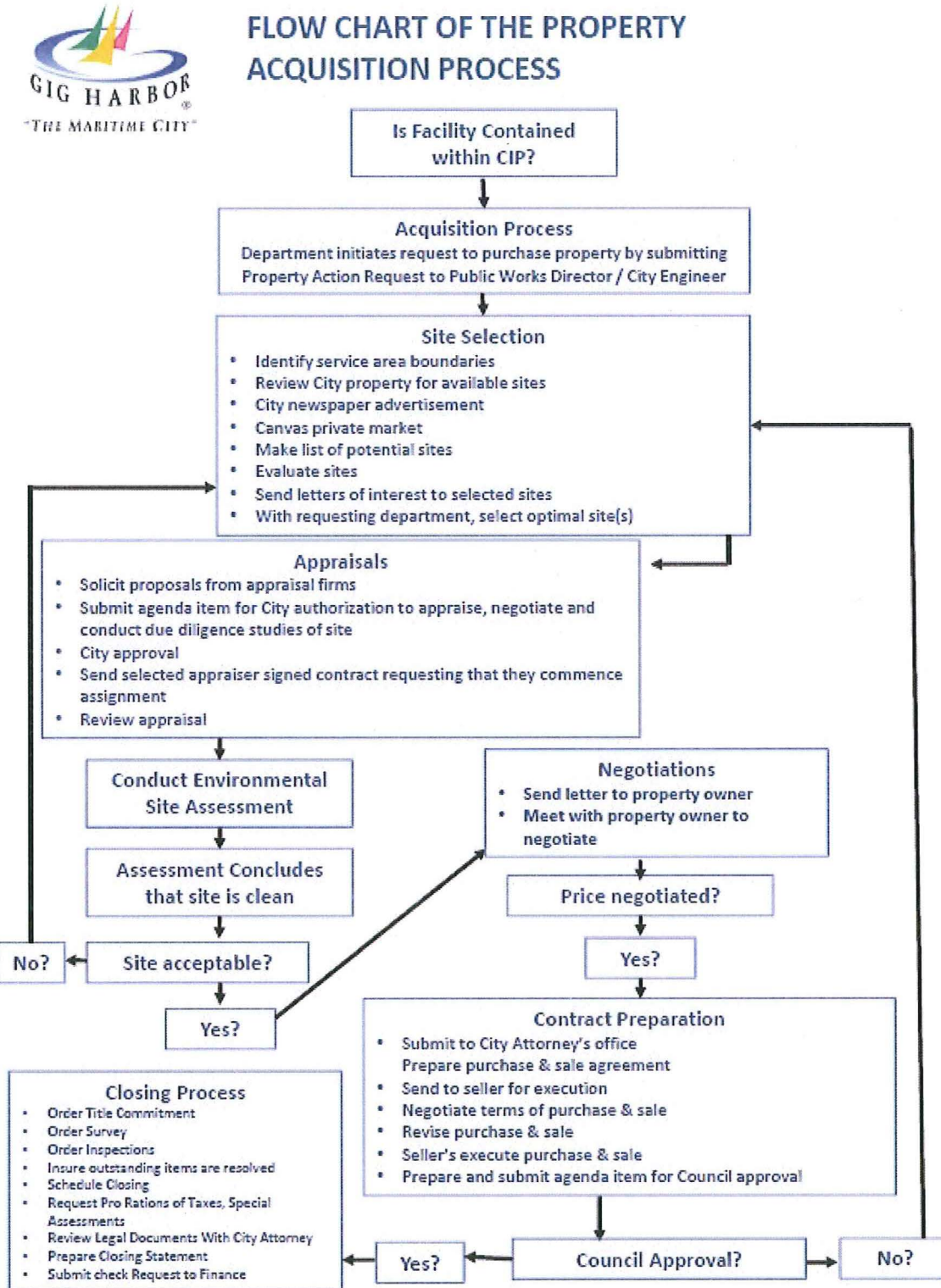




Figure 4 (Exhibit C) – Project Org Chart

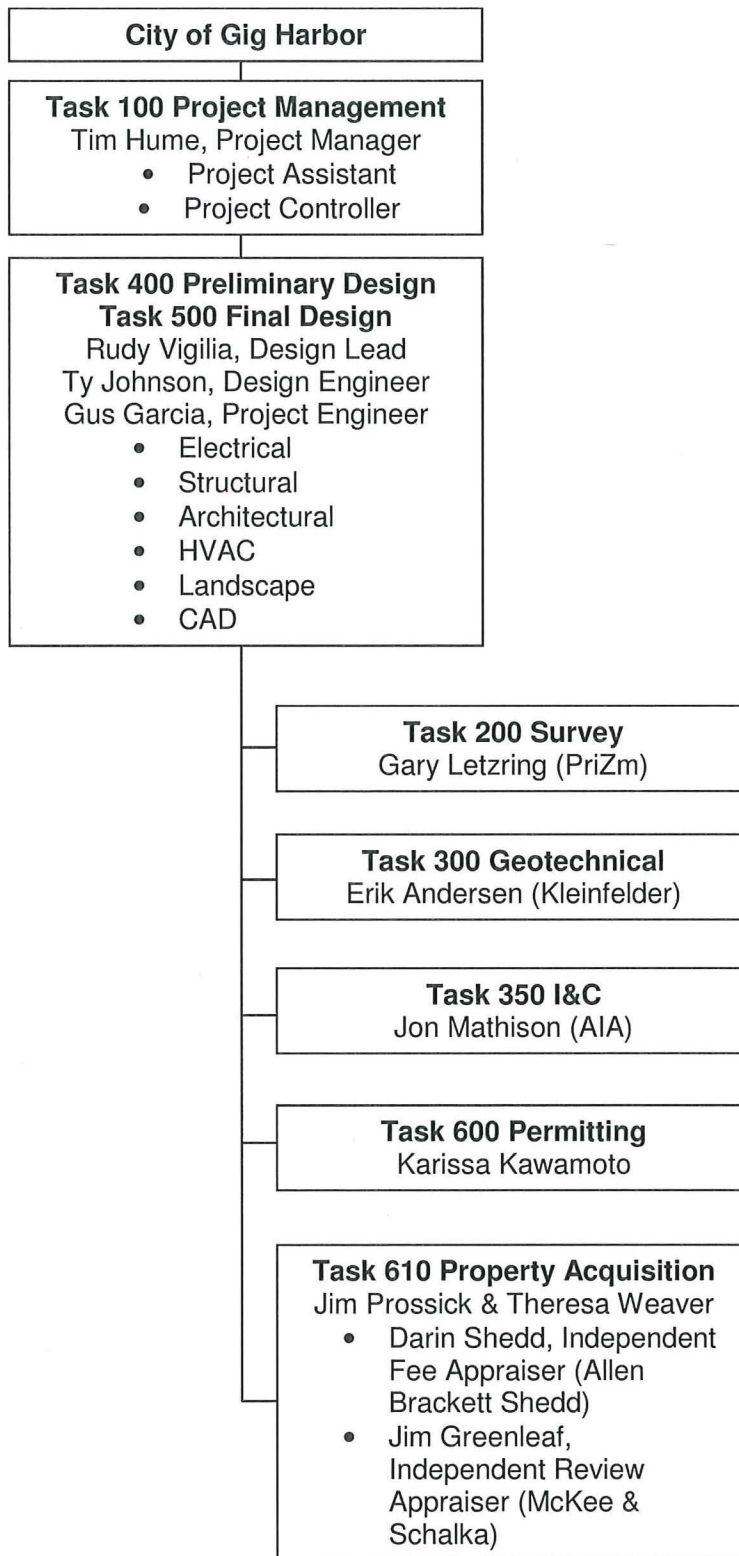


Figure 5							
City of Gig Harbor							
Bujacich Lift Station 17							
Preliminary Schedule							
Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Task 100 - Project Management							
Task 200 - Survey							
Task 300 - Geotechnical							
Task 350 - Instrumentation and Controls							
Task 400 - Preliminary Design							
Task 500 - Final Design			60%		90%		100%
Task 600 - Permitting							
Task 610 - Property Acquisition							

TABLE 1

City of Gig Harbor
Bujacich Lift Station 17
Preliminary Drawing List

Sheet	Drawings	Description	Included in Submittal		
			60%	90%	100%
GENERAL					
1	G000	Cover Sheet, Location/Vicinity Map, Drawing Index	x	x	x
2	G001	Legend, Abbreviations	x	x	x
CIVIL					
3	C001	Site Plan	x	x	x
4	C002	Drainage, Grading, and ESC Plan	x	x	x
5	C003	ESC Notes and Details	x	x	x
MECHANICAL					
6	M001	Plan and Sections	x	x	x
7	M002	Details	x	x	x
STRUCTURAL					
8	S001	Control Building Plan and Sections	x	x	x
9	S002	HVAC Details	x	x	x
10	S003	Odor Control Details	x	x	x
11	S004	Structural General Notes & Standard Details	x	x	x
ELECTRICAL					
12	E001	Electrical Legend	x	x	x
13	E002	Site Plan	x	x	x
14	E003	One Line Diagram	x	x	x
15	E004	Schedules & Details	x	x	x
INSTRUMENTATION & CONTROLS					
16	EIC1	PSCP4 Elevation	x	x	x
17	EIC2	PS, UPS, Overhead Panel Functions, Spares	x	x	x
18	EIC3	Instrumentation: LS, LIT, FIT	x	x	x
19	EIC4	Combustible Gas Sensors, Sail Switch, Mission 123	x	x	x
20	EIC5	VFD, Screwsucker Pump, Motors	x	x	x
ARCHITECTURAL					
21	A001	Details	x	x	x
LANDSCAPE					
22	L001	Landscaping Plan and Details	x	x	x
FORCEMAIN					
23	FM001	Force Main Plan and Profile Sta 0+00 to 5+00	x	x	x
24	FM002	Force Main Plan and Profile Sta 5+00 to 10+00	x	x	x
25	FM003	Force Main Plan and Profile Sta 10+00 to 15+00	x	x	x
26	FM004	Force Main Plan and Profile Sta 15+00 to 20+00	x	x	x
27	FM005	Force Main Plan and Profile Sta 20+00 to 25+00	x	x	x
28	FM006	Force Main Plan and Profile Sta 25+00 to 30+00	x	x	x
29	FM007	Force Main Plan and Profile Sta 30+00 to 35+00	x	x	x
30	FM008	Force Main Plan and Profile Sta 35+00 to 40+00	x	x	x
GRAVITY SEWER					
31	GS001	Gravity Sewer Plan and Profile Sta 0+00 to 5+00	x	x	x
32	GS002	Gravity Sewer Plan and Profile Sta 5+00 to 10+00	x	x	x
33	GS003	Gravity Sewer Plan and Profile Sta 10+00 to 15+00	x	x	x
34	GS004	Gravity Sewer Plan and Profile Sta 15+00 to 20+00	x	x	x
PIPELINE DETAILS					
35	D001	Pipeline Trench Sections and Surface Restoration	x	x	x
36	D002	Pipeline Details 1 of 2	x	x	x
37	D003	Pipeline Details 2 of 2	x	x	x

TABLE 2

City of Gig Harbor
Bujacich Lift Station 17
Preliminary Contract Document List

Section	Description	Included in Submittal		
		60%	90%	100%
Table Of Contents		X	X	X
Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract			X	X
Division 1 - GENERAL REQUIREMENTS				
01060	SPECIAL CONDITIONS		X	X
01340	SUBMITTALS		X	X
01600	PRODUCT DELIVERY, STORAGE AND HANDLING		X	X
01640	PRODUCT SUBSTITUTIONS		X	X
01650	FACILITY START-UP		X	X
01800	OPENINGS AND PENETRATIONS IN CONSTRUCTION		X	X
Division 2 - SITE WORK				
02072	DEMOLITION, CUTTING AND PATCHING	X	X	X
02110	SITE CLEARING	X	X	X
02200	EARTHWORK	X	X	X
02221	TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES	X	X	X
02260	TOPSOILING AND FINISHED GRADING	X	X	X
02444	CHAIN LINK FENCE AND GATES	X	X	X
02513	ASPHALTIC CONCRETE VEHICULAR PAVING	X	X	X
02528	CONCRETE CURB AND GUTTER	X	X	X
02540	PRECAST CONCRETE VAULTS	X	X	X
Division 3 - CONCRETE				
03002	CONCRETE (CONDENSED FORM)	X	X	X
Division 5 - METALS				
05505	METAL FABRICATIONS		X	X
Division 6 - WOOD AND PLASTICS				
06100	ROUGH CARPENTRY		X	X
Division 9 - FINISHES				
09905	PAINTING AND PROTECTIVE COATINGS		X	X
Division 10 - SPECIALTIES				
10400	IDENTIFICATION DEVICES		X	X
Division 11 - EQUIPMENT				
11005	EQUIPMENT: BASIC REQUIREMENTS	X	X	X
11060	PUMPING EQUIPMENT: BASIC REQUIREMENTS	X	X	X
11076	PUMPING EQUIPMENT	X	X	X
Division 15 - MECHANICAL				
15060	PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS	X	X	X
15062	PIPE: DUCTILE	X	X	X
15064	PIPE: PLASTIC	X	X	X
15090	PIPE SUPPORT SYSTEMS	X	X	X
15100	VALVES: BASIC REQUIREMENTS	X	X	X
15101	GATE VALVES	X	X	X
15102	PLUG VALVES	X	X	X
15106	CHECK VALVES	X	X	X
15605	HVAC: EQUIPMENT	X	X	X
15890	HVAC: DUCTWORK		X	X
15990	HVAC SYSTEMS: BALANCING AND TESTING		X	X
Division 16 - ELECTRICAL				
16010	ELECTRICAL: BASIC REQUIREMENTS	X	X	X
16060	GROUNDING		X	X

TABLE 2

City of Gig Harbor
Bujacich Lift Station 17
Preliminary Contract Document List

Section	Description	Included in Submittal		
		60%	90%	100%
16080	ACCEPTANCE TESTING		X	X
16120	WIRE AND CABLE: 600 VOLT AND BELOW		X	X
16130	RACEWAY AND BOXES		X	X
16135	ELECTRICAL – EXTERIOR UNDERGROUND		X	X
16140	WIRING DEVICES		X	X
16265	VARIABLE FREQUENCY DRIVES: LOW VOLTAGE		X	X
16410	SAFETY SWITCHES		X	X
16411	TRANSFER SWITCHES		X	X
16441	PANELBOARDS		X	X
16442	MOTOR CONTROL EQUIPMENT		X	X
16460	DRY-TYPE TRANSFORMERS		X	X
16490	OVERCURRENT AND SHORT CIRCUIT PROTECTIVE DEVICES		X	X
	<i>Instrumentation & Controls</i>			
16931A	PUMP STATION CONTROL PANEL DESCRIPTION OF OPERATIONS	X	X	X
16931	PUMP STATION CONTROL PANEL (PSCP4)	X	X	X
16932	ALARM NOTIFICATION SYSTEM (MISSION123)	X	X	X
16941	INSTRUMENTATION (LS, LIT, FI, FIT, Flow Switch, AIT - combustible gas)	X	X	X
APPENDICES				
APPENDIX A	STANDARD DETAILS	X	X	X
APPENDIX B	PERMITS		X	X
APPENDIX C	PREVAILING WAGE RATES			X
APPENDIX D	INSURANCE REQUIREMENTS		X	X
APPENDIX E	SPECIFICATIONS FOR WATER POLLUTION/EROSION CONTROL	X	X	X
APPENDIX F	EASEMENTS AND RIGHT-OF-ENTRY AGREEMENTS			X
APPENDIX G	GEOTECHNICAL REPORTS AND/OR INFORMATION	X	X	X
APPENDIX H	CONFINED SPACE ENTRY	X	X	X
APPENDIX I	PUGET SOUND CLEAN AIR AGENCY		X	X



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

<p>Subject: Amendments to Peddler's License Ordinance to Include Non-Profits</p> <p>Proposed Council Action:</p> <p>Consider the Ordinance and move forward for adoption at second reading.</p>	<p>Dept. Origin: Administration</p> <p>Prepared by: Molly Towslee, City Clerk <i>MT</i></p> <p>For Agenda of: June 24, 2013</p> <p>Exhibit: Draft Ordinance</p> <p style="text-align: right;">Initial & Date</p> <p>Concurred by Mayor: <i>CUH 6/19/13</i></p> <p>Approved by City Administrator: <i>R 6/20/13</i></p> <p>Approved as to form by City Atty: <i>Bio Park 6/19/13</i></p> <p>Approved by Finance Director: <i>DF 6/13</i></p> <p>Approved by Department Head: _____</p>
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Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

On January 28, 2013 City Council adopted a peddler license ordinance to ensure that more transient sales are licensed, hours regulated, and a cursory background check would be performed. Since that time, it has been determined that it would be beneficial to also require non-profit solicitors to also submit to the licensing requirements.

Regulations were gathered from other jurisdictions to review and to develop a process that best fits with the city's goals and needs. The attached ordinance implements practices from several of these jurisdictions.

The ordinance was reviewed and amended by Bio Park at Ogden Murphy Wallace, and comments obtained from our insurance carrier, AWCRMSA.

FISCAL CONSIDERATION

We propose that the same \$50 fee be charged for non-profits as commercial business to cover administrative costs to process the paperwork and to issue the ID Badges.

BOARD OR COMMITTEE RECOMMENDATION None.

RECOMMENDATION/MOTION

Adopt the ordinance at second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTER 5.21 GHMC RELATING TO PEDDLERS AND SOLICITORS TO REDEFINE ACTIVITIES THAT REQUIRE A LICENSE AND TO CHANGE EXEMPTIONS TO LICENSING REQUIREMENTS, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor desires to better develop its guidelines for the regulation and licensing of peddlers and solicitors; and

WHEREAS, it is necessary to establish and clarify these guidelines for the purpose of insuring consistency, adherence to municipal regulations, and efficiency; and

WHEREAS, the City Council desires to amend Chapter 5.21 GHMC relating to licensing of peddlers to include persons who solicit door to door and place to place; and

NOW, THEREFORE,

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

Section 1. Chapter 5.21 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Chapter 5.21
PEDDLERS AND SOLICITORS

Sections:

- 5.21.010 Peddler/Solicitor defined.
- 5.21.020 License required – Exceptions.
- 5.21.030 Application – Fee – Issuance of License.
- 5.21.040 Restrictions on place and time of peddling.
- 5.21.050 Penalty.
- 5.21.060 Suspension or revocation procedure.

5.21.010 Peddler/Solicitor defined.

“Peddler/Solicitor” for the purpose of this chapter shall be construed to include:

A. All persons, both principals and agents, who, without prior invitation from the occupant, go from place to place, or house to house, carrying for sale, exposing for sale, or offering for sale goods, wares, merchandise, or services of any type, for present or future delivery.

B. All persons, both principals and agents, seeking to obtain gifts, donations or contributions of money, clothing, or other valuable thing.

C. All persons, both principals and agents, engaging in activity for which registration is required under Chapter 19.09 RCW, Charitable Solicitations.

“Peddle/Solicit” means to engage in such actions. Peddling/Soliciting does not include place to place religious or political activity, advocacy, promotion, or distribution of such materials.

5.21.020 License required – Exceptions.

A. It is unlawful for any person, both principals and agents, to engage in business as a peddler/solicitor in the city without first obtaining a city of Gig Harbor peddler/solicitor license for each person peddler to peddle any goods, wares, merchandise or services without first obtaining a peddler’s license as provided for in this chapter.

B. Exceptions. No person shall be required to take out a license or pay a fee:

1. For the peddling of local newspapers;
2. For the peddling of fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats, or any farm produce or edibles raised, caught, produced or manufactured by such person;
3. When that person, after having been specifically requested by another to do so, calls upon that other person for the purpose of displaying goods or literature about any article, thing, or product; or
4. When that person is acting in his or her capacity as an agent for, or member of a charitable organization registered under Chapter 19.09 RCW, political organization, religious organization or federal, state or local governmental agency or entity.

5.21.030 Application – Fee – Issuance of license.

A. Every peddler/solicitor, other than those exempt under this chapter, whether principal or agent, shall before commencing business in the city make application in writing on a form to be provided by the city of Gig Harbor licensing officer. ~~The application shall include~~ applicant shall complete an authorization form allowing release of all criminal history record information to the Gig Harbor police department. The applicant shall provide a copy of a valid driver's license or picture ID for identification purposes.

B. At the time of filing the application, a nonrefundable fee in the amount of \$50.00 shall be paid to the city to cover the costs of investigation and processing the application. The permit is valid for a period of 90 days from the date of issuance.

C. The licensing officer shall refer the application to the police department, who shall make a criminal history background investigation of the applicant. Upon completion, the police department shall forward the results of the investigation to the licensing officer.

D. If, as a result of the investigation, the applicant is not found to have committed any of the acts requiring denial as listed below, the permit center shall issue the license to the applicant. The city shall deny the applicant the license if the applicant has:

1. Committed any act consisting of fraud or misrepresentation;
2. Committed any act which, if committed by a licensee, would be grounds for suspension or revocation of a license;
3. Within the previous 10 years, been convicted of a misdemeanor or felony directly relating to his or her fitness to engage in the occupation of peddler/solicitor, and including, but not limited to, those misdemeanors and felonies involving moral turpitude, fraud or misrepresentation;
4. Been charged with a misdemeanor or felony of the type defined in subsection (D)(3) of this section, and disposition of that charge is still pending;
5. Been refused a license under the provisions of this chapter; provided, however, that any applicant denied a license under the provisions of this chapter may reapply if and when the reasons for denial no longer exist; and
6. Made any false or misleading statements in the application.

E. All peddlers/solicitors shall conspicuously display on their outer clothing their peddler/solicitor's license/identification when engaged in peddling activities.

F. The city is authorized to promulgate rules regarding the manner and method of payment, including a prohibition or regulation of payment by check.

G. The peddler/solicitor's license shall be endorsed with a statement of the type of product or service sold by the licensee. The license is valid only for the product or service specified.

5.21.040 Restrictions on place and time of peddling.

A. No peddler/solicitor shall engage or attempt to engage in the business of peddling/soliciting at any home, residence, apartment complex or business that prominently displays a "No Peddlers" or "No Solicitors" sign or "No Trespassing" sign or any other similar sign that communicates the occupants' desire to not be contacted by peddlers/solicitors.

B. No peddler/solicitor shall engage in the business of peddling except between the hours of 9:00 a.m. and 8:00 p.m.

C. No peddler/solicitor shall make any untrue, deceptive, or misleading statements about the product or services offered for sale.

D. No peddler/solicitor shall make any untrue, deceptive, or misleading statement regarding the purposes of his/her contact with a potential customer.

5.21.050 Penalty.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor.

5.21.060 Suspension or revocation procedure.

In addition to the other penalties provided herein or by law, any peddler/solicitor's license issued under the provisions of this chapter may be revoked or suspended if the licensee or any of its employees, officers, agents or servants, while acting within the scope of their employment, violates or fails to comply with any of the provisions of this chapter or commits any of the conditions listed in GHMC

5.01.130(A). The city may revoke or suspend any peddler/solicitor's license issued under the provisions of this chapter by utilizing the procedures set forth in GHMC 5.01.130.

Section 2 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3 - Effective Date. This ordinance shall take effect and shall be in full force and effect five (5) days after its passage, approval and publication as required by law.

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

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 06/17/13
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



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

Subject: Trolley pilot project funding.

Proposed Council Action: Provide \$10,000 as our portion of a community partnership including: Uptown Businesses, Chamber of Commerce, and Downtown Waterfront Alliance to bring a Pierce Transit trial Trolley project to our community during the summer months.

Dept. Origin: Administration

Prepared by: Dennis Richards

For Agenda of: June 24th 2013

Exhibit:

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

CLH 6/20/13

R 6/20/13

DR 6/13

Expenditure Required	\$10,000	Amount Budgeted	\$0	Appropriation Required	\$10,000
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INFORMATION/BACKGROUND

Pierce Transit is offering to bring two trolleys to Gig Harbor for the summer months. This is a trial program and if successful, the trolleys will be added to the Transit Companies operating fund next year, thereby doing away with the need for monetary support from this community.

This year the estimated cost to operate the program is \$257,257. If each of the community partners, Uptown businesses, Downtown Waterfront Alliance, Gig Harbor Chamber of Commerce, and The City of Gig Harbor, pitch in with cash and in kind help with marketing and advertising we can make up what they refer to as a fare box recovery rate of 16%. This comes to a total of \$41,161 to satisfy the needed fare box recovery rate.

Uptown has stated they will bring in \$10,000. The Chamber Director has yet to meet with his board to get their commitment, and the Downtown Waterfront Alliance is committed to as much in kind work as they can possibly complete.

The Trolley program could bring additional sales to our businesses from tourists who visit by boat, car or other means that would in turn increase tax revenues.

FISCAL CONSIDERATION

The dollars to fund this project will come from within the 2013 non Departmental budget.

BOARD OR COMMITTEE RECOMMENDATION

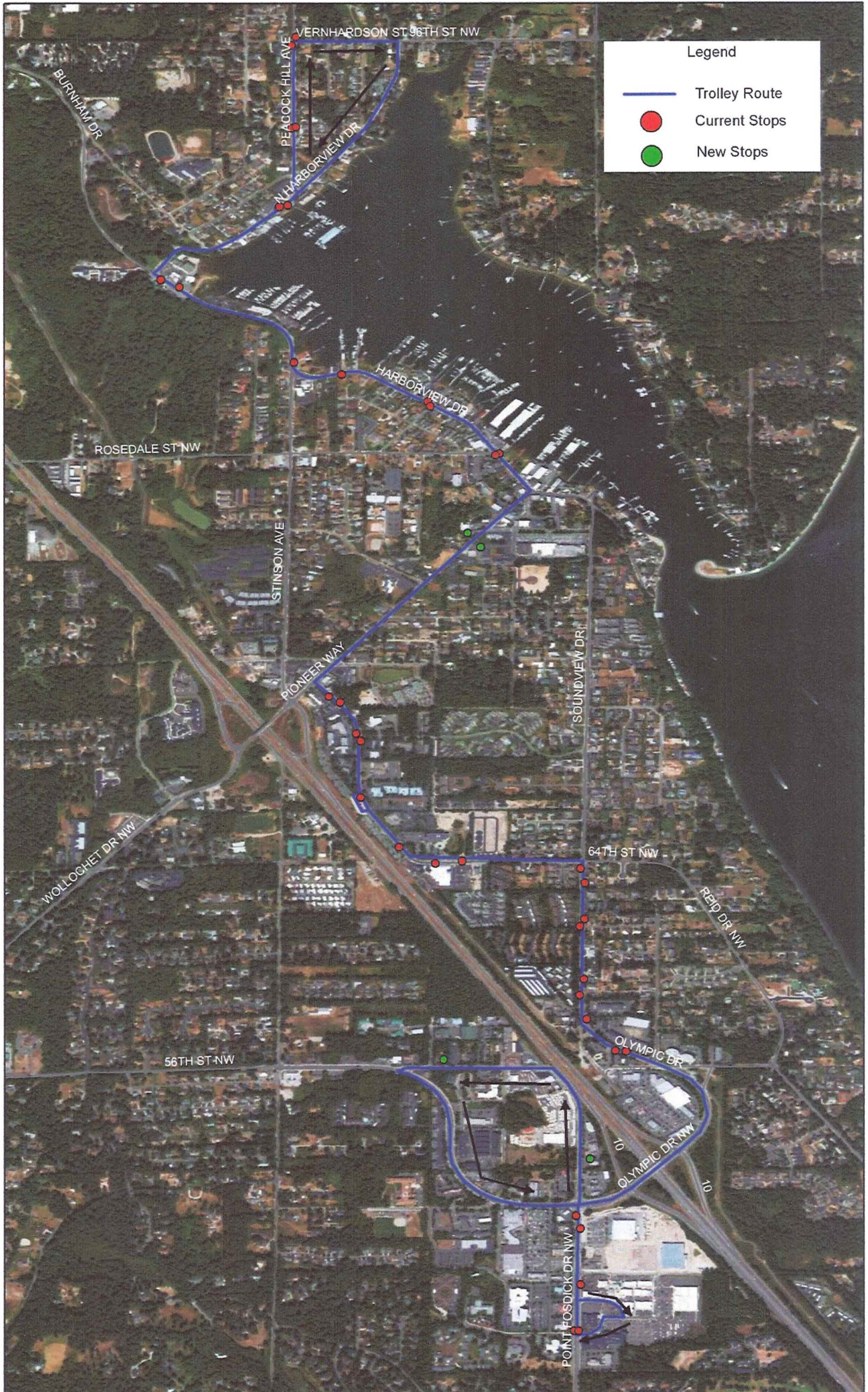
None.

RECOMMENDATION/MOTION

Authorize the expenditure of \$10,000 to Pierce Transit for the City's partnership and support for this trial project.

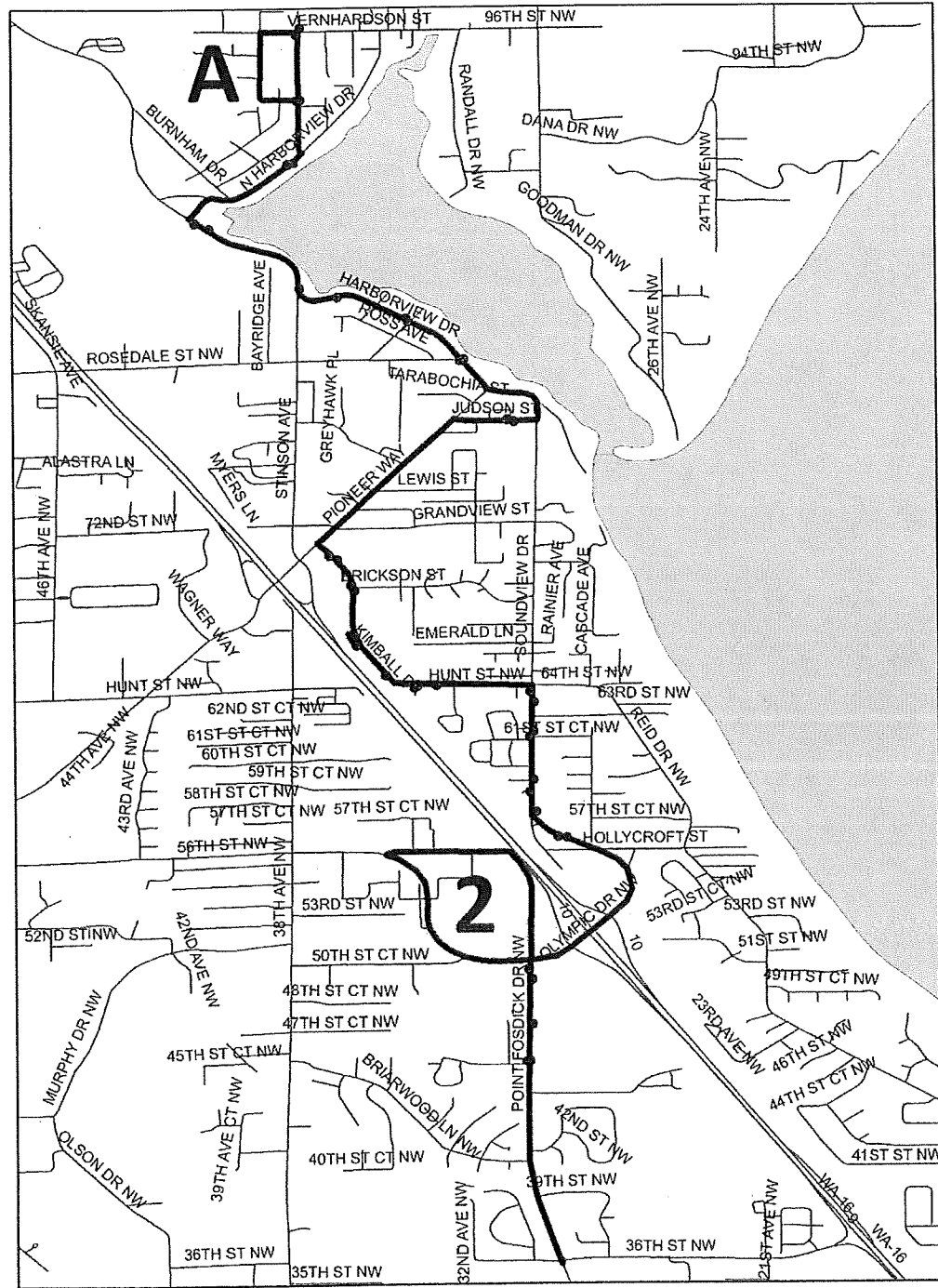
Proposed Get Around Gig Harbor Trolley Route

June 19, 2013

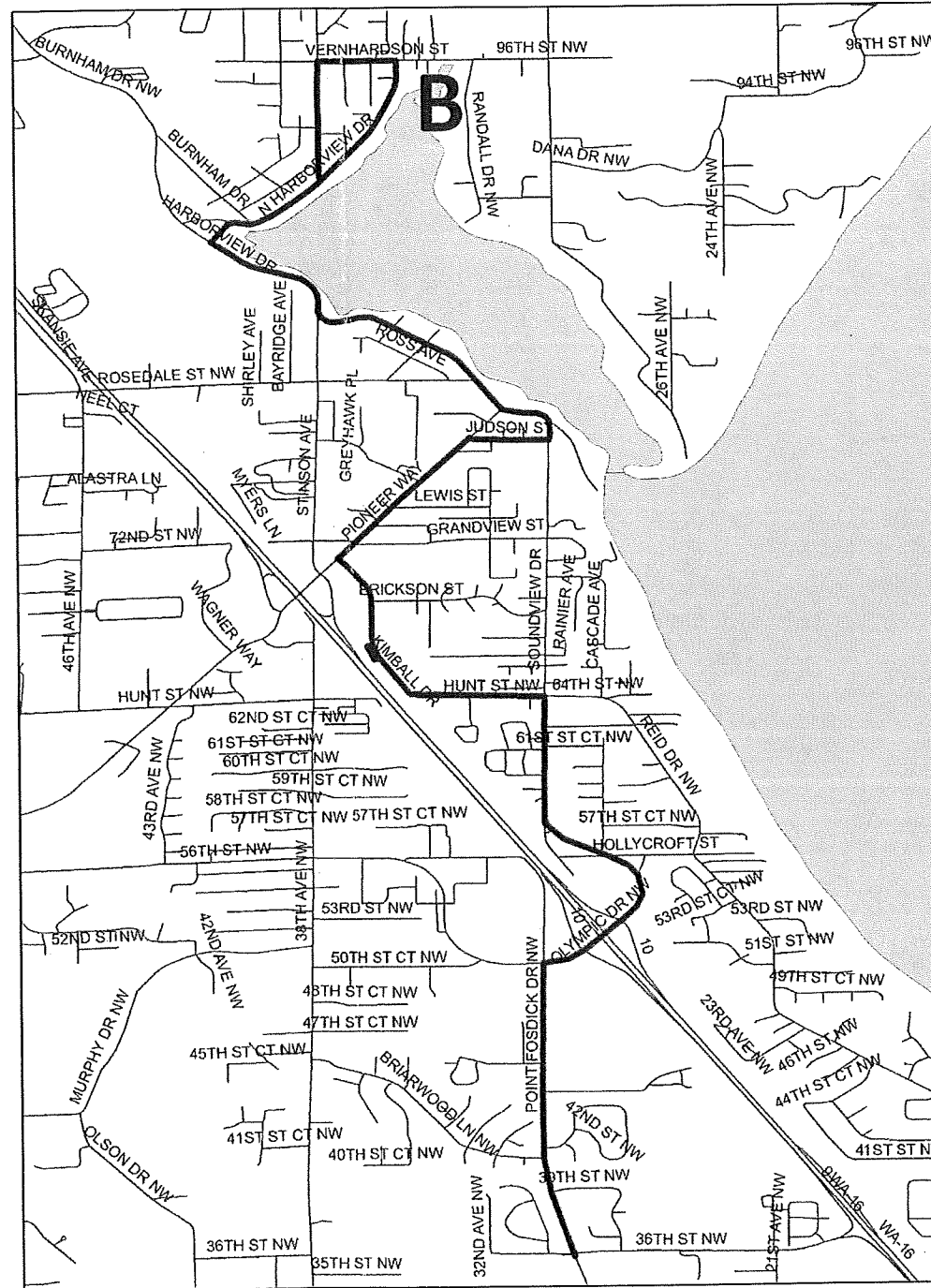


Gig Harbor Trolley Proposal – June 12, 2013 Decision Points

Proposed Trolley Route 061113



Trolley B



1. Downtown Area turnaround – A or B

- A. Peacock Hill – Left onto Vernhardson
 - Residential street, no sidewalks, children playing in yards/area. Is bus traffic an issue?
 - Requires shrub trimming for line of sight
- B. Peacock Hill – Right onto Vernhardson
 - N Harborview Dr. portion already has heavier traffic;
 - Requires a stop sign at the East leg of Vernhardson & N Harborview Intersection

2 Uptown Service to Inn at Gig Harbor area

- Adding this segment of Pt. Fosdick Drive and 56th Street will increase the trip time. Will likely not be able to operate at 30 minute frequency, instead may need to be 40 minute schedule.
- Will require 2 sets of additional bus stops