

# **Gig Harbor City Council Meeting**

**July 8, 2013  
5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
July 8, 2013**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Jun 24, 2013.
2. Receive and File: a) Planning Commission Minutes June 6, 2013;
3. Correspondence / Proclamations: a) Puget Sound Clean Air Letter; b) Capital Projects – Rep. Larry Seaquist.
4. Purchase Authorization for Street Lights.
5. Energy Efficiency Implementation Agreements- Peninsula Light Company.
6. Rosedale Roadway Improvements Skansie Ave. to Shirley Ave. – Public Works Construction Contract Award and Material Testing Services.
7. Crescent Creek Play Structure Purchase Agreement.
8. 2013 Pavement Maintenance Project – Public Works Construction Contract Award and Material Testing Services.
9. WWTP Ph. 2 Final Design and Permitting – Consultant Services Contracts.
10. Approval of Payment of Bills Jul 8, 2013: Checks #72869 through #72990 in the amount of \$810,136.28.
11. Approval of Payroll for June: Checks #6995 through #7012 and direct deposits in the amount of \$355,819.26.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

1. First Reading of Ordinance – Amendment to Peddlers License.
2. Public Hearing and First Reading of Ordinance – Model Homes.
3. Public Hearing and First Reading of Ordinance – Downtown Building Size and Height Amendments.
4. Interlocal Agreement - Pierce Transit / Gig Harbor Trolley Demonstration Project.

**STAFF REPORT:**

**PUBLIC COMMENT:**

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Joint City Council / Parks Commission Worksession: Mon. Jul 15, 5:30 p.m.
2. Planning / Building Committee: Wed. Jul 17<sup>th</sup> at 3:30 p.m.
3. Operations Committee: Thu. Jul 18<sup>th</sup> at 3:00 p.m.
4. Boards and Candidates Review: Mon. Jul 22<sup>nd</sup> at 4:30 p.m.

**ADJOURN:**

**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – June 24, 2013**

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

**CALL TO ORDER:** 5:30 p.m.

**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.

Councilmember Malich asked that Item No. 9 – Lift Station #17 Final Design Contract be moved to new business for further discussion.

**MOTION:** Move to adopt the Consent Agenda as amended to remove item number 9.  
**Kadzik / Guernsey** – unanimously approved.

**OLD BUSINESS:** None.

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

**MOTION:** Move to go into Executive Session at 5:32 p.m. for approximately ten minutes to discuss potential litigation.  
**Guernsey / Malich** – unanimously approved.

**MOTION:** Move to go return to regular session at 5:40 p.m.  
**Kadzik / Perrow** – unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance – Amendments to Peddlers License.

**MOTION:** Move to postpone this agenda item until the next meeting.  
**Ekberg / Kadzik** – unanimously approved.

2. Pilot Trolley Program Funding. Councilmember Young presented the background information for this proposed partnership with Pierce Transit, the City of Gig Harbor, the Chamber of Commerce, the Downtown Waterfront Alliance, and Uptown to bring a trolley service to the harbor on a trial basis during the summer months. He gave an overview of the proposed route, fare, and schedule, and explained that Pierce Transit is hoping that the trolley service could be a new strategy for providing service to the outlying areas. Councilmember Young said that Pierce Transit is asking for a \$41,161 as a fare box recovery support. Uptown has committed to \$10,000, and he asked if the city would consider the same level. The other partners aren't able to make a monetary commitment at this time, but they have promised their support through promotional efforts. He added that Pierce Transit would like to enter into an interlocal with the city for the full amount, and the city would then collect from the other contributors.

**MOTION:** Move to authorize the expenditure of \$10,000 to Pierce Transit for the City's partnership and support for this trial project.  
**Kadzik / Guernsey** – unanimously approved.

3. Lift Station #17 Final Design – Consultant Services Contract. City Engineer Steven Misiurak presented the background for this contract for permitting, final design, property and easement acquisition assistance, and preparation of bid documents for a new lift station on Bujacich Drive. He explained that this item was identified in the 2013 Wastewater Capital Fund budget.

Councilmember Malich voiced concern with moving forward with this expenditure this year. He said he would rather use the money for other projects such as Lift Station No. 4 rather than a design for an uncertain project. Councilmember Young clarified that the money comes from Hospital Benefit Zone district dollars and must be used within the appropriate area. Councilmember Malich mentioned that there are other needed projects in the HBZ district and a need for a fuel dock at the Maritime Pier.

**MOTION:** Move to approve and authorize the Mayor to execute a Consultant Services Contract with HDR, Inc. in an amount not to exceed \$389,096.00 for the Lift Station Design Project.  
**Young / Kadzik** – five voted yes. Councilmember Malich voted no.

**STAFF REPORT:**

Maintenance of Frontage Planter Strips. Public Works Director Jeff Langhelm explained that poor communication with property owners and a series of contractor mishaps along the 56<sup>th</sup> / Pt. Fosdick has led to unintended problems with the frontage planting strips.

He explained that the staff is working on rectifying these issues. He referenced three sections of city code that address maintenance of sidewalks and frontage improvements and that places the responsibility on the adjacent property owner, with a few exceptions. He said that the city has added several parks, restrooms, and lane miles since 2006, but maintenance was cut back in 2009 due to the layoffs and lack of summer help. Since that time, landscape maintenance has been scheduled around location, events, usage, citizen concern, and excessive vegetation. Mr. Langhelt talked about future plans to enter maintenance scheduling in the city's database to help track the program. In addition, the seasonal workers are back to help keep maintenance on track. He explained that for the city to maintain the frontage improvements rather than the property owner would require additional staff and equipment.

Councilmember Perrow thanked Mr. Langhelt for the update, and then said that it is embarrassing that things could have gotten so bad. He said the Wastewater Treatment Plant has the best landscape maintenance in town, and that KLM Park looks better because of the volunteers from Comcast during Parks Appreciation Day. He then asked that 56<sup>th</sup> be fixed.

Mr. Langhelt responded that it would, adding that staff and the seasonal workers have been focusing on the Civic Center, and all other park and street maintenance will take a concerted focus to catch up. There was discussion on the contract extension to maintain the landscaping improvements at the treatment plant.

Mayor Hunter said that we are paying for the staff cuts and suggested more consistency in landscaping might make it easier.

Councilmember Malich asked if there are consequences for the property owner if they don't maintain the improvements. Mr. Langhelt explained that this is covered under the nuisance code.

City Administrator Denny Richards asked Council to submit any agenda items they would like to discuss during the upcoming joint City Council / Parks Commission meeting on July 15<sup>th</sup>.

**PUBLIC COMMENT:** None.

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

**MOTION:** Move to adjourn at 6:27 p.m.  
**Malich / Perrow** – unanimously approved.

CD recorder utilized: Tracks 1002 – 1014

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk

City of Gig Harbor Planning Commission  
Work Study Session  
Civic Center  
June 6, 2013  
5:00 pm

**PRESENT:** Harris Atkins, Craig Baldwin, Rick Gagliano, Pam Peterson, Jim Pasin and Bill Coughlin. Reid Ekberg was absent

**STAFF PRESENT:** Staff: Lindsey Sehmel and Jennifer Kester

**5:00 p.m. - Call to order, roll call**

**Approval of minutes**

MOTION: Move to approve the minutes of May 16, 2013 as written.  
Peterson/Baldwin – motion carried.

**WORK-STUDY SESSION**

**Downtown Amendments** – Address feedback from City Council regarding establishing a time frame for an application to rebuild under the proposed code amendment. Ms. Kester said that the City Administrator and Councilmembers thought that the meeting went very well. Ms. Kester then went over the action items from the meeting. She noted that Ms. Guernsey had brought up the issue of having a timeline for when you start to rebuild a structure that has been damaged intentionally and still retain your nonconforming status. Mr. Pasin wondered why there was a need to put a timeline on it. Ms. Kester went over several scenarios where it may be beneficial to have a time limit. It was suggested that it be limited to one year until the submittal of a building permit to align with the code section relating to emergency repairs to non-conforming structures.

A poll was conducted. Ms. Peterson agreed with the proposed language, Mr. Baldwin agreed with the proposed language and emphasized that reconstruction needed to be changed to the submittal of a building permit application. Mr. Pasin was opposed to a time limit. Mr. Atkins agreed with the new time limit language and Mr. Coughlin agreed with the newly proposed language also emphasizing that it be upon submittal of a building permit application.

**MOTION** – Move to recommend to the council the proposed amendment to the nonconforming language as proposed by Ms. Kester. Coughlin/Baldwin – Motion carried with Mr. Pasin opposed. Chairman Atkins noted that he was in support of the amendment.

Further discussion was held on other topics discussed at the meeting.

**Harbor Vision Policies** – Review of the first draft of new element including introduction, outline and existing applicable policies.

Ms. Sehmel went over the materials she had provided to the commission on the proposed policies to implement the Harbor Vision. She went over the upcoming schedule for the review of these policies. Mr. Atkins asked how the changes were marked within the document and Ms. Sehmel went over the changes. Discussion followed on some of the conflicts that may arise with other documents.

Review followed on the different areas on the map of the basin and Mr. Pasin pointed out that some of the names on the map are not consistent. It was noted by Mr. Atkins that these labels for certain areas were just a way of identifying them for discussion purposes.

Ms. Sehmel displayed Chapter 2.5, the draft of the Harbor Element of the Comprehensive Plan, on the screen and the commission went page by page, noting suggested changes.

It was decided that the commissioners would personally review the Harbor Element and make any other suggested edits prior to the next meeting where they will be discussed.

Ms. Kester went over the upcoming schedule and identified which dates commissioners had conflicts.

### **Adjournment**

Meeting adjourned at 7:10 p.m. Pasin/Baldwin. Motion carried.



June 20, 2013

RECEIVED

JUN 24 2013

CITY OF GIG HARBOR

Honorable Chuck Hunter  
Mayor of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**2014 Clean Air Assessment Notice**  
**City of Gig Harbor \$ 5,642 (this is not a bill)**

Dear Mayor Hunter:

This is your notification of your community's 2014 assessment for air quality management in the Puget Sound region. The invoice will be mailed to you in December 2013. Payment will be due by January 31, 2014 unless you select the option of quarterly payments. This is the fifth year in a row that the Puget Sound Clean Air Agency's Board of Directors has not raised the per capita rate for cities and counties, recognizing the budget issues we are all facing in this recovering economy.

As the regional resource for air quality management on behalf of the 82 cities and four counties in our jurisdiction, we are committed to providing value by doing the highest priority work in the most cost-effective ways. We have held the line on expenses by reducing program expenditures, deferring some strategic initiatives and cutting back on administrative expenses.

This allowed the Board of Directors to hold the 2014 per capita rate at 56 cents in adopting Resolution No. 1275 at their May 23, 2013 meeting. Your portion of the per capita is based on a formula using your jurisdiction's assessed valuation of taxable property and population, as defined by the Washington State Clean Air Act (RCW 70.94).

Your assessment is an investment in the health of the citizens in your community and the region. Included are a few highlights of our work in your county in FY 2013. Please visit our web site to view our adopted budget and work plans for FY 2014 (*available at <http://bit.ly/165ZhQg>*). For questions, please contact Craig T. Kenworthy, Executive Director, at 206.689.4053 or [cleanair.org](mailto:craigk@psc<span style=).

Sincerely,



Paul Roberts, Chair  
Puget Sound Clean Air Agency Board of Directors

cc: David Rodenbach Finance Director

**EXECUTIVE DIRECTOR**  
Craig T. Kenworthy

**BOARD OF DIRECTORS**

**BREMERTON**  
Patty Lent, Mayor

**EVERETT**  
Ray Stephanson, Mayor  
Paul Roberts, Board Chair

**KING COUNTY**  
Dow Constantine, Executive

**KITSAP COUNTY**  
Charlotte Garrido,  
Commissioner

**PIERCE COUNTY**  
Pat McCarthy, Executive

**PUBLIC AT LARGE**  
Marina Cofer-Wildsmith

**SEATTLE**  
Mike McGinn, Mayor

**SNOHOMISH COUNTY**  
Stephanie Wright,  
Councilwoman

**TACOMA**  
Ryan Mello, Councilman

## Return on Investment to Our Counties in FY13

In addition to state and federal funding and revenue generated through fees, our work is supported by a per capita assessment on cities and counties. Established by the Washington Clean Air Act, the per capita assessment helps ensure clean air for all of us.

This section lists some highlights of our FY13 work and the return on investment we provided for our cities and counties. In addition to the county-specific work listed on the following pages, here are a few highlights of work that delivered value across jurisdictional boundaries:

- Conducted six training workshops for fleets and businesses on alternative fuels and advanced vehicle technology options in locations throughout Puget Sound. Published *Clean Air Newsline* electronic newsletter and distributed it to over 9,000 subscribers monthly, in addition to posting it on our web site.
- Upgraded computer systems and programs, enhancing our response to public records requests and improving our financial management systems.
- Improved our electronic records management system to improve public access to records and business access to regulatory services.
- Maintained our web site as a primary communications tool; as well as agency-wide and compliance-focused Facebook and Twitter accounts to communicate regularly with interested community members.
- Partnered with KXPA, AM1540 to provide health education through monthly community health programming targeted for Spanish-speaking audiences.
- Provided support to school districts for their school buses previously retrofitted with emission control devices.
- Received another “clean” report from the Washington State Auditor following its annual audit of our finances.



## **Pierce County**

### **Reducing Wood Smoke in Our Communities to Achieve Clean-Air Health Standards**



- Launched a robust wood stove program that provided nearly \$1 million in incentives for residents in the Tacoma-Pierce County smoke reduction zone to either turn in an old wood stove for a reward or, in some cases, receive discounts or full funding for replacing it with cleaner heating equipment.
  - Secured \$1.83 million in multi-year program funding from two grants – one from Ecology and a second from EPA (administered by Ecology).
  - Partnered through an interlocal agreement with the Tacoma-Pierce County Health Department for administrative and outreach support.
  - Contracted with 11 local heating retailers to sell and install cleaner heating devices while destroying and recycling the removed old wood stove.
  - Removed and recycled about 420 old wood stoves of which 270 were replaced with cleaner heating devices.
  - Launched a small pilot project for open fireplace users to either install a gas fireplace insert or pledge to no longer use their fireplace and install a ductless heat pump.
  - During this eight-month effort, helped nearly 170 income-qualified households upgrade their heating equipment for free, in exchange for their old wood stove.
  - Prevented about 18,000 pounds, or 9 tons, of fine particle pollution annually by removing these old wood stoves from use.
  - Generated at least \$86,000 in sales tax revenue from sales and installations paid for by the grants; additional sales tax revenue was generated on the owner-paid portion of each heating device installation.
- Targeted a new “Air. On the safe side.” outreach campaign to frequent and occasional wood burners in the smoke reduction zone
  - Localized multi-media outreach campaign netted 29.3 million impressions in four months. Methods: print, web, outdoor, direct mail, collateral, public events, community outreach.
  - Aggressive “earned media” campaign saw Agency personnel on KING TV, KOMO TV, PCTV, Tacoma TV, KIRO TV, KOMO radio, KIRO radio, the Tacoma News Tribune, the Seattle Times, and the Puyallup Herald discussing the Smoke Reduction Zone campaign efforts.

- Developed (award-winning) website for project resulting in 12,488 visitors (2/3rds unique), and 41,278 page views in first four months after launch
- Burn ban text alerts were popular with 2000+ signed ups in three months
- Enhanced partnerships in smoke reduction zone with cities and community groups help expand our message to a larger audience.
- Direct mail to support wood program to over 40,000 targeted residents with customized messaging about the program. .
- Forecasted burn bans: 14 stage 1 days and 4 Stage 2 days. Managed interlocal agreements to enhance enforcement of burn bans with Agency staff, Pierce County, City of Tacoma, Lakewood, Puyallup, and University Place. Issued over 1,500 notices of violation to residents in the smoke reduction zone, up from 120 last year leading to increased understanding of how burn bans protect air quality.

### **Reducing Emissions Through Cleaner Transportation**

- Funded consultation activities to develop biomethane resources within Pierce County as a transportation fuel. Work included a case study designed to aid in grant applications and proposals. These activities were funded under a Clean Cities American Recovery and Reinvestment Act (ARRA) grant.
- Conducted \$37,000 of area-wide marketing and distributed dozens of electric vehicle booklets to residents and businesses at electric vehicle fast-charge station openings along the I-5 corridor.
- Completed idle-reduction technology installations on emergency response vehicles using \$80,000 from an Ecology emergency response vehicle idle-reduction grant.
- Completed idle-reduction technology installations on four cargo-handling equipment units using \$8,000 from an Ecology Port of Tacoma idle-reduction grant.
- Completed the tug boat repower portion of a \$400,000 Maritime Administration grant, one of only three such grants awarded in the nation. The total project value is \$950,000 and includes a \$50,000 match from Ecology and a \$25,000 contribution from the Agency.
- Began work on a \$650,000 EPA Diesel Emissions Reduction Act grant to replace the engines on a tugboat owned and operated by Harley Marine, which occasionally serves the Port of Tacoma. (The total project is estimated to be \$1,360,076 with a reduction of 1.14 tons of fine particles per year.)
- Received a \$1,200,000 EPA Diesel Emissions Reduction Act grant to upgrade engines on two Sound Transit passenger locomotives that travel between King and Pierce counties.

### **Ensuring Cleaner Air Through Business Practices**

- Assigned agency engineers' time valued at \$201,771 to handle air operating permit sources.

- Assigned approximately 2.5 full time equivalents (FTEs) of inspectors' time to inspect businesses, work with fire departments and other agencies, and respond to complaints. Valued at \$269,800.
- Responded to 657 complaints from Pierce County residents about such things as odor, dust, and smoke.
- Met with Korean Grocer Association to discuss emission safety from gasoline pumps.

### **Monitoring Our Air Quality**

- Operated three air-monitoring sites in Pierce County and provided real-time data and forecasts on our web site and on KING TV.
- Operated seasonal monitors at six sites throughout Pierce County to better understand fine particle levels in the winter months in these areas.

### **Informing the Public About Air Quality and the Effects of Personal Choices**

- Participated in aggressive community outreach campaign, with partners in Tacoma Health Department and Pierce County. These include presentations to local community groups, schools, organizations and employers.
- Worked with local fire department contacts to distribute thousands of outdoor burning brochures as part of an outreach campaign on outdoor burning.
- Localized multi-media outreach campaign netted 29.3 million impressions in four months. Methods: print, web, outdoor, direct mail, collateral, public events, community outreach.
- Aggressive "earned media" campaign saw Agency personnel on KING TV, KOMO TV, PCTV, Tacoma TV, KIRO TV, KOMO radio, KIRO radio, the Tacoma News Tribune, the Seattle Times, and the Puyallup Herald discussing small particle pollution, burn ban awareness and the woodstove removal program.
- Developed (award-winning) website for project resulting in 12,488 visitors (2/3rds unique), and 41,278 page views in first four months after launch

### **Enhancing Environmental Justice**

- Created additional strategies and established relationships with cultural organizations to ensure all affected communities were provided information and support related to the Smoke Reduction Zone outreach campaign.
- Participated in local, community-based events and opportunities to learn about constituent needs and share information on wood smoke concerns. Joined the Asia Pacific Cultural Center's Lunar New Year Festival, Asian Pacific American Community Summit, and a Utility and Energy Fair near Lake Wapato.
- Participated in radio programming through KXPA (AM 1540) as well as SeaMar Community Services' quarterly radio program to disseminate health-related air quality messages, particularly among Spanish-speaking audiences in Pierce County.

**From:** Seaquist, Rep. Larry [mailto:Larry.Seaquist@leg.wa.gov]  
**Sent:** Saturday, June 29, 2013 5:26 PM  
**To:** Hunter, Chuck  
**Cc:** Rose, Terra  
**Subject:** FW: Capital budget

**Consent Agenda - 3b**  
**Page 1 of 4**

You'll see Eddon Boat.

<http://leap.leg.wa.gov/leap/budget/detail/2013/hc1315p.asp>

Click on "fiscal.wa.gov" icon on the screen to the right to access projects by legislative district.

Larry

## **2013-15 Capital Budget**

### **Final Legislative Budget (06/29/2013)**

#### **By Legislative District**

#### **Total Appropriated Funds**

#### **New Appropriations**

(Dollars in Thousands)

		<b>New Approps</b>
<b>F26th Legislative District</b>		<b>18,364</b>
<b>Minor Works Facilities Preservation</b>		<b>363</b>
WVH Laundry Upgrade (30000096)	Department of Veterans' Affairs	175
WVH Boiler Re-fitting (30000126)	Department of Veterans' Affairs	188
<b>B15 Heritage Capital Grants Projects</b>		<b>210</b>
Eddon Boat Restoration Phase 3 (30000190)	Washington State Historical Society	128
Coastal Heritage Alliance (30000196)	Washington State Historical Society	82
<b>Youth Recreational Facilities Grants</b>		<b>800</b>
New Life Community Development Agency (30000239)	Department of Commerce	800
<b>Washington Wildlife Recreation Grants</b>		<b>2,309</b>
LP - Evergreen Rotary Inclusive Playground (Bremerton) (91000295)	Recreation and Conservation Funding Board	211
LP - Gig Harbor PlayZone Integrated Playground (Gig Harbor) (91000296)	Recreation and Conservation Funding Board	180
LP - South Kitsap Regional Park-Expan (Kitsap County Parks & Rec) (91000306)	Recreation and Conservation Funding Board	133
LP - Anderson Acquisition (Key Peninsula Metro Park Dist) (91000320)	Recreation and Conservation Funding Board	483
SP - Inholdings and Adjacent Properties 2012 (State Parks) (91000392)	Recreation and Conservation Funding Board	1,000
WA - Eddon Boat Waterfront Park - Expansion (Gig Harbor) (91000432)	Recreation and Conservation Funding Board	302
		<b>2,569</b>
WCCW: Replace Fire Alarm System (30000727)	Department of Corrections	2,569
<b>SW: Minor Works - Preservation Projects</b>		<b>3,758</b>
WCCW: MSC ADA Showers (30000788)	Department of Corrections	622
WCCW: CCU Doors (30000809)	Department of Corrections	345
WCCW: Bldg E Roof (30000810)	Department of Corrections	742
WCCW: CCU Climate Control Improvements (30000812)	Department of Corrections	325
WCCW: CCU Cell Doors (30000813)	Department of Corrections	764
WCCW: Bldg U Roof (30000815)	Department of Corrections	757
WCCW: MSU Shower Temperature Controls (30000938)	Department of Corrections	203
<b>Minor Works - Preservation</b>		<b>403</b>
Olympic College (30000782)	Community & Technical College System	403

		<b>3,421</b>
WCCW: Security Video System (30000802)	Department of Corrections	3,421
		<b>319</b>
Kopachuck Day Use Development Design and Permit (30000820)	State Parks and Recreation Commission	319
<b>Roof Repairs</b>		<b>946</b>
Olympic College (30000869)	Community & Technical College System	946
<b>Facility Repairs</b>		<b>75</b>
Olympic College (30000910)	Community & Technical College System	75
<b>Housing for People with Developmental Disabilities</b>		<b>500</b>
Group Action for Peninsula People (GAPP) - AH V and AH VI (91000548)	Department of Commerce	500
<b>Projects for Jobs &amp; Economic Development</b>		<b>2,691</b>
Port Orchard Bay St. Pedestrian Path - Phase 2 (92000198)	Department of Commerce	336
Dekalb Pier - Phase 2 (92000199)	Department of Commerce	255
Harper Pier Replacement (91000507)	Department of Commerce	800
City of Bremerton Puget Sound Naval Safety Project (91000585)	Department of Commerce	1,300







Business of the City Council  
City of Gig Harbor, WA

**Subject:** Purchase Authorization for Street Lights.

**Proposed Council Action:** Authorize purchase of street lights for installation along Peacock Hill Avenue and Hollycroft Street from Tacoma Electric Supply for their price quotation of Forty Thousand Eight Hundred Ninety-Six Dollars and Ninety Cents (\$40,896.90) including tax.

**Dept. Origin:** Public Works - Operations

**Prepared by:** Marco Malich  
Superintendent

**For Agenda of:** July 8, 2013

**Exhibits:** Exhibit B/Contract

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** R 7/2/13

**Approved as to form by City Atty:** ok'd by email

**Approved by Finance Director:** AT for DR

**Approved by Department Head:** AK 7/2/13

Expenditure	Amount	Appropriation
Required \$40,896.90	Budgeted \$50,000.00	Required \$0

**INFORMATION / BACKGROUND**

One identified Street Goal in the 2013 Budget was for the purchase of architectural street lights for installation along Peacock Hill Avenue and Hollycroft Street. Price quotations for eight street lights and 9 LED retrofit kits (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The following bids were received:

- Tacoma Electric Supply Inc. \$40,896.90 (including sales tax)
- Graybar \$41,848.45 (including sales tax)
- Platt \$43,331.28 (including sales tax)

Work is expected to begin following delivery of the material in late September, 2013.

**FISCAL CONSIDERATION**

The material cost is within the \$50,000 that was anticipated in the adopted 2013 budget and as identified under Street Capital, Goal No. 13. City crews will install the streetlights.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize purchase of street lights for installation along Peacock Hill Avenue and Hollycroft Street from Tacoma Electric Supply for their price quotation of Forty Thousand Eight Hundred Ninety-Six Dollars and Ninety Cents (\$40,896.90) including tax.

RECEIVED

EXHIBIT B - BID PROPOSAL

MAY 22 2013

CITY OF GIG HARBOR  
 PUBLIC WORKS DEPT.

A. Acknowledgement

The undersigned bidder declares that he has read the Contract Documents, understands the conditions of the City's, and has determined for itself all situations affecting the work herein bid upon.

9:30 am

NOTE: Show unit prices in figures only. Any bid proposal with an incomplete bid item shall be considered non-responsive.

B. Bid Schedule

Primary Bid:

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	DEC LED LGTS/LUMEC - LUM:TR20-90W49LED4K-ES-LE3S 240-USA-GN6TX-BRKT:TN-001-1A-GN6TX POLE: SSM8V-20-BAS30-GNT6TX	8	EA	\$ 4035.00	\$ 32280.00
SUB-TOTAL					\$ 32280.00
SALES TAX @ 8.5 %					\$ 2743.80
BID TOTAL					\$ 35023.80

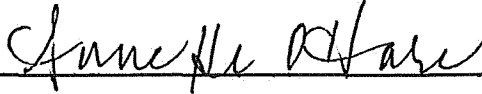
\*\*All bids must include freight/shipping.

Alternate Bid:

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2	LED RETROFIT KITS LUMEC PART #'S: LUM: DMS50-65W49LED4K-ES-LE3F-VOLT-GN6TX	8	EA	\$ 605.00	\$ 4840.00
3	LED RETROFIT KIT LUMEC PART #'S: LUM: TR20-90W49LED4K-ES-LE3S-VOLT-GN6TX	1	EA	\$ 573.00	\$ 573.00
SUB-TOTAL					\$ 5413.00
SALES TAX @ 8.5 %					\$ 460.10
BID TOTAL					\$ 5873.10

\*\*All bids must include freight/shipping.

C. PROPOSAL SIGNATURE:

Bidder Signature: 

Printed Bidder Name: Annette O'Hare

Company Name: Tacoma Electric Supply Inc

Address: 1311 S Tacoma Way

Tacoma WA 98403

Phone: 253.475.0540

Fax: 253.475.1025

Email: aohare@tacomaelectric.com

\*\*\* END OF EXHIBIT B \*\*\*

**AGREEMENT FOR PURCHASING MATERIALS  
BETWEEN CITY OF GIG HARBOR  
AND TACOMA ELECTRIC SUPPLY INC.**

THIS AGREEMENT is made this 24<sup>TH</sup> day of June, 2013, by and between the City of Gig Harbor (hereinafter the "City"), and Tacoma Electric Supply Inc., an Electric Supply corporation, located and doing business at 1311 S. Tacoma Way, Tacoma, WA 98403 (hereinafter "Vendor").

WHEREAS, the City desires to purchase decorative street lights from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 593;

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

**I. Description of Materials, Supplies, Tools or other items.**

The Vendor shall sell and provide for purchase of architectural street lights (LUMEC) to be installed along Peacock Hill and Hollycroft and/or deliver all materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference,

**II. Payment.**

A. The City shall pay the Vendor the total sum of Forty Thousand Eight Hundred Ninety-Six Dollars and Ninety Cents (\$40,896.90), including sales tax, for the street lights described in Section 1 and Exhibit A herein. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the materials, supplies, tools or other items, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the materials, supplies, tools or other items are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

### III. Deadline for Delivery.

The City and the Vendor agree that the street lights described in Exhibit A will be delivered to The City of Gig Harbor, Public Works Facility, 5118 89<sup>th</sup> St. NW, Gig Harbor, WA by the Vendor on or before October 1, 2013.

### IV. Termination.

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed or e-mailed to the other party at the addresses set forth in this Agreement.

### V. Insurance.

The Vendor shall procure and maintain until delivery AND acceptance of the materials, supplies, tools or equipment by the City, insurance to cover any damage to the same prior to delivery to the City at the location specified by the City. The Vendor shall assume all liability relating to such damage or loss until acceptance by the City.

### VI. Warranty.

PHILIPS LUMEC warrants to its Customer only that its products shall be free from defects in material and workmanship (excluding ballasts and photoelectric controls, see below) for a period of one (1) year from the date of shipment. Subject to the "Surface Finish Warranty Limitations" below, PHILIPS LUMEC warrants the visible painted surfaces of its products, as finally assembled at site, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of five (5) years from date of shipment. In order for a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given within the warranty period to PHILIPS LUMEC in writing. If PHILIPS LUMEC determines that the warranty claim is valid and that a defect exists, Philips Lumec, at its sole option, will either refund the purchase price originally paid for the subject product or will repair or replace the defective part or product at PHILIPS LUMEC's cost, such repair to occur either onsite or, at PHILIPS LUMEC's option, at its factory (should a factory repair be required, product to be removed at Customer's cost and returned to Lumec freight prepaid). The remedy chosen at PHILIPS LUMEC's option shall be Customer's sole and exclusive remedy under this warranty. In no event will Lumec be responsible or liable for any labor costs at site for the removal or replacement of defective products or materials, except for that portion of the cost to repair at site, which Philips Lumec alone determines to undertake hereunder at site (if any). In no event will Philips Lumec ever be liable to Customer or to any other party for any expenses, losses or damages beyond the original cost of the subject product. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PHILIPS LUMEC DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS LUMEC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND PHILIPS LUMEC'S LIABILITY, BEING LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH, NOT TO EXCEED THE ORIGINAL PRICE PAID FOR THE SUBJECT LUMEC PRODUCT.

BALLASTS AND PHOTOELECTRIC CONTROLS MAY BE COVERED BY SEPARATE WARRANTY FROM THE MANUFACTURER OF SUCH PRODUCTS, BUT PHILIPS LUMEC SELLS THESE ITEMS CONTAINED WITHIN ITS PRODUCTS "AS IS." PHILIPS LUMEC ACCEPTS NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. IF

Customer has a potential ballast or photoelectric control problem, information on how to assert a claim against the manufacturer of the subject ballast(s) or photoelectric control(s) will be posted on the manufacturers site.

**SURFACE FINISH WARRANTY LIMITATIONS.** Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention" or "corrosion and lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 E units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30 % gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminum and steel.

**Not covered by this warranty:**

- Surface finish on replacement parts not supplied by Lumec.
- Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.
- Corrosion, flaking or discoloration caused by environmental drops and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.

Any metallic color surface finish is covered by a one-year warranty only unless a LUMEC clear coating has been specified, in which event the five (5) year warranty shall apply.



## VII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

## VIII. Modification

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

## IX. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

## X. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Vendor: Tacoma Electric Supply Inc.  
Attn: Annette O'Hare  
1311 S. Tacoma Way  
Tacoma, WA 98403  
253-475-0540

City of Gig Harbor:  
Attn: Marco Malich  
Public Works Superintendent  
3510 Grandview Street  
Gig Harbor, WA 98335

## XI. 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.

## XII. Resolution of Disputes

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 Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time,





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

**Subject:** Energy Efficiency Implementation Agreements – Peninsula Light Company

**Proposed Council Action:** Authorize the Public Works Director to sign two Energy Efficiency Implementation Agreements with Peninsula Light Company for the following purposes:

1. Retrofit existing street lights to replace metal halide lamps with LED lamps; and
2. Install new LED street lights.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE 

**For Agenda of:** July 8, 2013

**Exhibits:** Two (2) agreements

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**  7/2/13

**Approved as to form by City Atty:**  VIA EMAIL 7/2/13

**Approved by Finance Director:**  BT for DR

**Approved by Department Head:**  7/2/13

<b>Expenditure Required</b>	See Fiscal Consideration	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>
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**INFORMATION/BACKGROUND**

Until recently, all street lights in City right of way used metal halide lamps, which draw 210-295 watts. Today all new street lights installed as part of capital projects and as proposed in the draft Public Works Standards will instead use 72-102 watt LED lamps.

The two agreements under consideration provide for the Bonneville Power Administration (through the Peninsula Light Company) to give incentive funds (a.k.a. rebates) for installing LED lamps, both retrofitted and new.

**FISCAL CONSIDERATION**

The cost to purchase the LED retrofit kit is about \$650 while the cost to purchase a new LED street light is \$4,400. The total rebate amount ranges from \$110 to \$150 per fixture. These rebates, along with the anticipated annual electricity cost savings of about \$45 per year and anticipated reduced maintenance time due to longer lifespans of LED lamps, support the proposal to systematically convert existing metal halide lamps to LED lamps.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize the Public Works Director to sign two Energy Efficiency Implementation Agreements with Peninsula Light Company for the following purposes:

1. Retrofit existing street lights to replace metal halide lamps with LED lamps; and
2. Install new LED street lights.

# Peninsula Light Co.

*a mutual corporation*

## **Energy Efficiency Implementation Commercial Lighting Agreement**

This Agreement is made and entered into on this date, **June 10th, 2013**, by and between Peninsula Light Company (PenLight) and **Jeff Langhelm, Director of Public Works for City of Gig Harbor**.

Whereas, PenLight participates in the Energy Efficiency Implementation Agreement programs, sponsored by the Bonneville Power Administration (BPA), a Federal Agency, and PenLight has adopted a policy to obtain cost-effective energy conservation measures to meet future customer electric energy requirements; and

Whereas, **Jeff Langhelm** is authorized to physically improve facilities for: **City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335** which is in PenLight's service territory.  
Project Name: **Pole Lights (Phase 1-Retrofit)**

Now, therefore, PenLight **City of Gig Harbor** agree as follows:

**City of Gig Harbor** and PenLight must abide by measures set forth in the April 1, 2013 BPA Energy Efficiency Implementation Manual, Section 6: Commercial Sector, for lighting measures.

**City of Gig Harbor** shall retain a contractor of its choice to install all measures designated in the BPA Lighting Rebate Calculator (Attachment A) within the facility at the above described location; as submitted by contractor and verified by PenLight. Peninsula does not install efficiency lighting measures or recommend or select contractors to perform installations under this Agreement. If electrical or other governmental permits are required for any installation, it is the sole responsibility of **City of Gig Harbor** or its installation contractor to obtain and comply with such permits.

PenLight agrees to pay up to the sum of **\$1,030** (based on calculated energy savings of **5,681 kWhs** of electric energy) to **City of Gig Harbor** upon PenLight approval of said installation and the submission of all appropriate documentation. The incentive funds offered herein are valid only if this agreement is executed prior to the installation of the measures described in Attachment A.

If the installed measures differ from those indicated in Attachment A, PenLight's incentive payment will be based on savings calculated using the final 'as-installed' product. PenLight reserves the right to pay all, some, or none of the incentive dollars indicated above.

The sole responsibility of PenLight under this Agreement is to provide incentive funds for approved installations as authorized by the BPA. PenLight is not a party to any contracts for the purchase of material or the labor for installation of the measures described in Attachment A; nor is Peninsula an agent or representative of **City of Gig Harbor** or its contractor for any purpose under this Agreement. **City of Gig Harbor** indemnifies PenLight and its agents from any claims or responsibility arising out of **City of Gig Harbor** purchase of said equipment.

# Peninsula Light Co.

*a mutual corporation*

Neither, PenLight or its agents are responsible for the design and installation of the measures described in Attachment A.

**City of Gig Harbor** acknowledges that neither PenLight nor its agents influenced the choice of specific brands of equipment in any way. Neither PenLight nor its agents are responsible for the quality, performance and durability of the equipment chosen by the **City of Gig Harbor**.

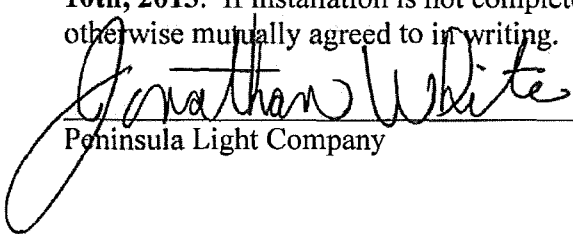
**City of Gig Harbor** understands that neither the BPA, PenLight nor its agents make any warranties as to the actual or projected electrical savings of the measures described in Attachment A or any other express or implied warranty concerning the design, construction or operation of the project or the equipment. **City of Gig Harbor** assumes full responsibility and risk for the same.

**City of Gig Harbor** agrees to assist PenLight, the BPA or their agents in evaluating the benefits of the program. This may include, but is not limited to, follow-up site visits at the facility and the release of utility bills or other information pertinent to energy consumption within the facility.

To the fullest extent allowed by law, **City of Gig Harbor** agrees to indemnify, defend and hold harmless the BPA, PenLight, their agents, their officers, and their employees from all claims, loss, damages or litigations including, but not limited to, personal injury, death, property or business damage arising from or in connection with the performance of the agreements herein, including the installation and performance of the measures described in Attachment A, unless said liability is occasioned solely by negligence of PenLight or its agents. With respect to the claims described in this paragraph, **City of Gig Harbor** waives immunity under the Washington State Industrial Law, Title 51 RCW.

**City of Gig Harbor** expressly acknowledges that this Agreement has been mutually negotiated.

The installation of the measures described in Attachment B must be completed by, by **September 10th, 2013**. If installation is not completed by said date, this Agreement shall terminate unless otherwise mutually agreed to in writing.

  
\_\_\_\_\_  
Peninsula Light Company

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Jeff Langhelm

\_\_\_\_\_  
(Date)

Add Logo Here

## Peninsula Light Commercial Lighting Calculator

City of Gig Harbor



**CUSTOMER**

<b>Project Name</b>	City of Gig Harbor
<b>Street Address</b>	3510 GRANDVIEW STREET
<b>City / State / Zip Code</b>	Gig Harbor / WA / 98335
<b>Contact</b>	Ms. Amy Londgren
<b>Contact Phone Number</b>	(253) 853-7662
<b>Contact Email</b>	londgrena@cityofgigharbor.net

**UTILITY AND TRADE ALLY**

<b>Utility</b>	<b>Trade Ally</b>
<b>Organization</b>	Peninsula Light Company
<b>Contact Name</b>	Rick Allen
<b>Contact Phone Number</b>	425-754-5100
<b>Contact Email</b>	rick.allen@energywisew.com

**ADDITIONAL ORGANIZATIONS**

<b>Project Manager</b>		<b>Community Development</b>
<b>Organization</b>	City of Gig Harbor	CoIGH
<b>Contact Name</b>	Greg Foote	Shop number
<b>Contact Phone Number</b>	(253) 377-9410	(253) 851-8406
<b>Contact Email</b>	footeleg@cityofgigharbor.net	(253) 853-7753
		nayern@cityofgigharbor.net

**PROJECT SUMMARY**

<b>Estimated Annual Energy Savings</b>	5,681 kWh
<b>Estimated Energy Savings (Percent)</b>	66%
<b>Estimated Annual Utility Bill Savings</b>	\$363 per year
<b>Estimated Total Installation Costs</b>	\$5,873
<b>Estimated Incentive</b>	\$1,030
<b>Estimated Tax Credit (if applicable)*</b>	\$0
<b>Estimated Actual Installation Costs</b>	\$4,843
<b>Existing Measure Count</b>	9
<b>Proposed Measure Count</b>	9

<b>Calculator Version</b>	2.3001
<b>Time and date of last file modification</b>	5/28/13 12:15 PM

Line Number	Space	Annual Hours	Equipment		Performance Metrics					Incentive Details		
			Quantity	Equipment	kWh/year Adjusted for HVAC	kW	Watts/fixture	Lumens	Lumens/W	None	Amount	Total Incentive(\$)

**DEEMED MEASURES**

1		0	<b>Baseline</b>	- - - Watts - Lamps	<b>Baseline</b>	0	0.0	0	0	0	M	\$0	\$0	
			<b>Proposed</b>	- - - Watts - Lamps	<b>Proposed</b>	0	0.0	0						
			<b>Controls</b>	[no controls]	<b>Savings or Percent Increase</b>	0	0.0			\$0				\$0
			<b>Notes, Existing</b>											
<b>Notes, Proposed</b>														

**NON-STANDARD MEASURES**

1	Exterior Pole Lights - Peacock	4,380	<b>Baseline</b>	8 175w MH Magnetic-Probe Start Pole Light - - 210 Watts - Lamps	<b>Baseline</b>	7,358	1.7	210	0	0	M	\$110	\$0	
			<b>Proposed</b>	8 PHILIPS-LUMEC: DMS50-65W49LED4K-ES-LE3F-240-GN6TX - - 72 Watts - Lamps	<b>Proposed</b>	2,523	0.6	72						
			<b>Controls</b>	[no controls]	<b>Savings or Percent Increase</b>	4,836	1.1			\$0				\$0
			<b>Notes, Existing</b> 175w MH Pole Light											
<b>Notes, Proposed</b> PHILIPS-LUMEC: DMS50-65W49LED4K-ES-LE3F 240-GN6TX														
2	Exterior Pole Lights - N. Harborview	4,380	<b>Baseline</b>	1 250w MH Magnetic-Probe Start Pole Light - - 295 Watts - Lamps	<b>Baseline</b>	1,292	0.3	295	0	0	M	\$150	\$0	
			<b>Proposed</b>	1 PHILIPS-LUMEC: TR20-90W49LED4K-ES-LE3S-240-GN6TX - - 102 Watts - Lamps	<b>Proposed</b>	447	0.1	102						
			<b>Controls</b>	[no controls]	<b>Savings or Percent Increase</b>	845	0.2			\$0				\$0
			<b>Notes, Existing</b> 250w MH Pole Light											
<b>Notes, Proposed</b> PHILIPS-LUMEC: TR20-90W49LED4K-ES-LE3S 240-GN6TX														

**ADDITIONAL MEASURES**

1													
2													

# Peninsula Light Co.

*a mutual corporation*

## **Energy Efficiency Implementation Commercial Lighting Agreement**

This Agreement is made and entered into on this date, **June 10th, 2013**, by and between Peninsula Light Company (PenLight) and **Jeff Langhelm, Director of Public Works for City of Gig Harbor**.

Whereas, PenLight participates in the Energy Efficiency Implementation Agreement programs, sponsored by the Bonneville Power Administration (BPA), a Federal Agency, and PenLight has adopted a policy to obtain cost-effective energy conservation measures to meet future customer electric energy requirements; and

Whereas, **Jeff Langhelm** is authorized to physically improve facilities for: **City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335** which is in PenLight's service territory.  
Project Name: **Pole Lights (Phase 2-New Construction)**

Now, therefore, PenLight **City of Gig Harbor** agree as follows:

**City of Gig Harbor** and PenLight must abide by measures set forth in the April 1, 2013 BPA Energy Efficiency Implementation Manual, Section 6: Commercial Sector, for lighting measures.

**City of Gig Harbor** shall retain a contractor of its choice to install all measures designated in the BPA Lighting Rebate Calculator (Attachment A) within the facility at the above described location; as submitted by contractor and verified by PenLight. Peninsula does not install efficient lighting measures or recommend or select contractors to perform installations under this Agreement. If electrical or other governmental permits are required for any installation, it is the sole responsibility of **City of Gig Harbor** or its installation contractor to obtain and comply with such permits.

PenLight agrees to pay up to the sum of **\$1,200** (based on calculated energy savings of **6,719 kWhs** of electric energy) to **City of Gig Harbor** upon PenLight approval of said installation and the submission of all appropriate documentation. The incentive funds offered herein are valid only if this agreement is executed prior to the installation of the measures described in Attachment A.

If the installed measures differ from those indicated in Attachment A, PenLight's incentive payment will be based on savings calculated using the final 'as-installed' product. PenLight reserves the right to pay all, some, or none of the incentive dollars indicated above.

The sole responsibility of PenLight under this Agreement is to provide incentive funds for approved installations as authorized by the BPA. PenLight is not a party to any contracts for the purchase of material or the labor for installation of the measures described in Attachment A; nor is Peninsula an agent or representative of **City of Gig Harbor** or its contractor for any purpose under this Agreement. **City of Gig Harbor** indemnifies PenLight and its agents from any claims or responsibility arising out of **City of Gig Harbor** purchase of said equipment.

# Peninsula Light Co.

*a mutual corporation*

Neither, PenLight or its agents are responsible for the design and installation of the measures described in Attachment A.

**City of Gig Harbor** acknowledges that neither PenLight nor its agents influenced the choice of specific brands of equipment in any way. Neither PenLight nor its agents are responsible for the quality, performance and durability of the equipment chosen by the **City of Gig Harbor**.

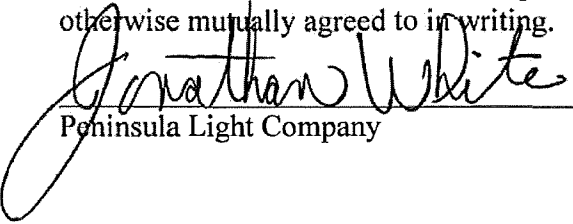
**City of Gig Harbor** understands that neither the BPA, PenLight nor its agents make any warranties as to the actual or projected electrical savings of the measures described in Attachment A or any other express or implied warranty concerning the design, construction or operation of the project or the equipment. **City of Gig Harbor** assumes full responsibility and risk for the same.

**City of Gig Harbor** agrees to assist PenLight, the BPA or their agents in evaluating the benefits of the program. This may include, but is not limited to, follow-up site visits at the facility and the release of utility bills or other information pertinent to energy consumption within the facility.

To the fullest extent allowed by law, **City of Gig Harbor** agrees to indemnify, defend and hold harmless the BPA, PenLight, their agents, their officers, and their employees from all claims, loss, damages or litigations including, but not limited to, personal injury, death, property or business damage arising from or in connection with the performance of the agreements herein, including the installation and performance of the measures described in Attachment A, unless said liability is occasioned solely by negligence of PenLight or its agents. With respect to the claims described in this paragraph, **City of Gig Harbor** waives immunity under the Washington State Industrial Law, Title 51 RCW.

**City of Gig Harbor** expressly acknowledges that this Agreement has been mutually negotiated.

The installation of the measures described in Attachment B must be completed by, by **September 10th, 2013**. If installation is not completed by said date, this Agreement shall terminate unless otherwise mutually agreed to in writing.

  
\_\_\_\_\_  
Peninsula Light Company

(Date)

\_\_\_\_\_  
**Jeff Langhelm**

(Date)



Add Logo Here

## Peninsula Light Commercial Lighting Calculator

City of Gig Harbor



**CUSTOMER**

Project Name	City of Gig Harbor
Street Address	3510 GRANDVIEW STREET
City / State / Zip Code	Gig Harbor / WA / 98335
Contact	Ms. Amy Londgren
Contact Phone Number	(253) 853-7662
Contact Email	

**UTILITY AND TRADE ALLY**

Utility	Peninsula Light Company	Trade Ally	
Organization	Peninsula Light Company		
Contact Name	Rick Allen		
Contact Phone Number	425-754-5100		
Contact Email	rick.allen@energyvisenw.com		

**ADDITIONAL ORGANIZATIONS**

Organization			
Contact Name			
Contact Phone Number			
Contact Email			

**PROJECT SUMMARY**

Estimated Annual Energy Savings	6,719 kWh
Estimated Energy Savings (Percent)	65%
Estimated Annual Utility Bill Savings	\$429 per year
Estimated Total Installation Costs	\$35,024
Estimated Incentive	\$1,200
Estimated Tax Credit (if applicable)*	\$0
Estimated Actual Installation Costs	\$33,824
Existing Measure Count	0
Proposed Measure Count	8

Calculator Version 2.3001

Time and date of last file modification 5/30/13 6:32 PM

Line Number	Space	Annual Hours	Equipment		Performance Metrics					Incentive Details		
			Quantity	Equipment	RW/year Adjusted for HVAC	KW	Watts/ fixture	Lumens	Lumens/W	Name	Amount	Total Incentive(\$)

**DEEMED MEASURES**

1		0	Space Type	-	Baseline	0	0.0	0	0	0			
			Proposed	0	- - - Watts - Lamps	Proposed	0	0.0	0			\$0	\$0
			Controls		[no controls]	Savings or Percent Increase	0	0.0				\$0	\$0
			Notes, Existing										
			Notes, Proposed										

**NON-STANDARD MEASURES**

1	Exterior Pole Lights	4,380	Space Type	250w MH STEEP POLE LIGHT @ 20' Mounting Height -	Baseline	10,293	2.3	0	0	0				
			Proposed	8	New Fixtures - Philips Lumec TR20 90W49LED4K-ES-LE3S-240-USA-GN6TX - - 102 Watts - Lamps	Proposed	3,574	0.8	102			M-NC	\$150	\$0
			Controls		[no controls]	Savings or Percent Increase	6,719	1.5					\$0	\$0
			Notes, Existing											
			Notes, Proposed											

**ADDITIONAL MEASURES**

1													
2													



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

**Subject:** Rosedale Roadway Improvements  
Skansie Avenue to Shirley Avenue  
Improvements – Construction Contract Award  
and Material Testing Services.

**Proposed Council Action:** Approve and authorize the Mayor to award and execute the following contracts and change order authority for the Rosedale Roadway Improvements Skansie Avenue to Shirley Avenue Project:

1) Construction contract with Mid-Mountain Construction, in the not-to-exceed amount of six hundred eighty-five thousand six hundred ninety-five dollars and zero cents (\$685,695.00) plus Authorize Change Order Authority to the City Engineer in the not to exceed amount of thirty thousand dollars and no cents (\$30,000.00).  
and;

2) Consultant Services Contract with Pacific Testing & Inspection, LLC for material testing services during construction in the not to exceed amount of eleven thousand one hundred forty-three dollars and ten cents (\$11,143.10)

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Marcos McGraw *MMG*  
Project Engineer

**For Agenda of:** July 8, 2013

**Exhibits:** Public Works Contract, and  
Consultant Services Contract  
with Scope and Fee

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH 7/3/13</i>
<b>Approved by City Administrator:</b>	<i>R 7/2/13</i>
<b>Approved as to form by City Atty:</b>	<i>by email 7/2/13</i>
<b>Approved by Finance Director:</b>	<i>ATP 7/2/13</i>
<b>Approved by Public Works Director:</b>	<i>JK 7/2/13</i>
<b>Approved by City Engineer:</b>	<i>7/2/2013</i>

<b>Expenditure Required</b>	\$ 726,838.10	<b>Amount Budgeted</b>	\$ 830,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

This work will improve the section of Rosedale Street between Skansie Avenue and Shirley Avenue with pedestrian safety improvements. These improvements include new curb, gutter and sidewalk plus a bike lane along the north side and safety elements at the Cushman Trail crossing. Additional improvements include the overlay of Rosedale Street as well.

**BID RESULTS**

The Rosedale Roadway Improvements Skansie Avenue to Shirley Avenue project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost was \$846,954.00. A total of seven bid proposals were received by the City on June 19, 2013. Bid results from each bidder are summarized below showing the bid amount for the recommended award of the Public Works Construction Contract.

<b>BIDDER</b>	<b>TOTAL BID AMOUNT</b>
1. Mid-Mountain Construction, Inc.	\$ 685,695.00
2. Henderson Partners	\$ 698,631.25
3. Tucci & Sons	\$ 734,304.05
4. Stan Palmer Construction	\$ 749,539.00
5. Nova Contracting	\$ 839,987.00
6. RV Associates	\$ 974,290.50
7. Ceccanti Construction	\$ 1,050,981.00

**FISCAL CONSIDERATION**

The funding for this project is from two State Transportation Improvement Board (TIB) grants with original amounts of \$380,712.00 and the remaining budget amount of \$449,288.00 from the Hospital Benefit Zone monies allocated for this project. The TIB participation is allocated according to a sliding scale. The amount of the low bid was favorable and lower than the estimated costs. The TIB participation amount was adjusted accordingly to \$330,070.00, and the remainder of \$499,930.00 will be from the Hospital Benefit Zone monies allocated for this project.

The budget summary for this item is provided in the table below:

2013 Budget for Street Division Capital	\$ 830,000.00
Requested 2013 Expenses:	
<i>H. W. Lochner (currently negotiating amendment)</i>	(\$ 60,343.06)
Public Works Contract – Mid-Mountain Construction	(\$ 685,695.00)
Materials Testing Contract – Pacific Testing & Inspection	(\$ 11,143.10)
Change Order Authority for Construction Contract	(\$ 30,000.00)
<b>Remaining 2013 Budget =</b>	<b>\$ 42,818.84</b>

Note: expenses in *italics* are estimated.

**BOARD OR COMMITTEE RECOMMENDATION**

This project was reviewed by the Operations and Public Projects Committee at the December 2010 meeting.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to:

1. Award and execute a Public Works Contract with Mid-Mountain Construction, Inc., in an amount not exceed \$685,695.00 plus Authorize Change Order Authority to the City Engineer in the not to exceed amount of thirty thousand dollars and no cents (\$30,000.00) to cover any cost increases that may result from contract change orders.
2. Execute a Consultant Services Contract with Pacific Testing & Inspection LLC, for related materials testing in an amount not to exceed \$11,143.10

**SAMPLE PUBLIC WORKS CONTRACT**

**ROSEDALE ROADWAY IMPROVEMENTS SKANSIE AVENUE TO SHIRLEY AVENUE**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Mid-Mountain Contractors, Inc., organized under the laws of the State of Washington, located and doing business at, 825 5<sup>th</sup> Avenue #100, Kirkland, WA 98.33 hereinafter called the "Contractor."

**WITNESSETH:**

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of but is not limited to the widening of an existing roadway; construction of new curb & gutter and sidewalk; overlay existing roadway; installation of storm drainage pipes, structures; striping; permanent signing; traffic control; grading; temporary erosion and sediment control measures; and other work, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Rosedale Roadway Improvements Skansie Avenue to Shirley Avenue", these Special Provisions, and the Standard Specifications which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of six hundred eighty-five thousand six hundred ninety-five dollars and zero cents ( \$685,695.00 ), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2012 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.

ROSEDALE ROADWAY IMPROVEMENTS SKANSIE AVENUE NW TO SHIRLEY AVENUE

- 5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

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

\_\_\_\_\_  
(Signature of Official)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

APPROVED FOR FORM:

\_\_\_\_\_  
City Attorney

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PACIFIC TESTING & INSPECTION LLC**

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

**RECITALS**

WHEREAS, the City is presently engaged in Rosedale Roadway Improvements-Skansie Avenue & Shirley Avenue Project 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 eleven thousand one hundred forty-three dollars and ten cents (\$11,143.10) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

**4. Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by 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:  
ATTN: Leslie Croxton, Manager  
2417 Harrison Avenue  
Centralia, WA 98531  
(360) 736-3922

City of Gig Harbor  
ATTN: Marcos McGraw,  
Project Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: Leslie Croxton  
Its: MANAGING MEMBER

By: \_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Pacific Testing & Inspection LLC

2417 Harrison Avenue, Centralia, WA 98531  
Phone (360) 736-3922 Fax (360) 807-6002  
www.ptillc.net

June 11, 2013

Mr. George Flanigan  
Public Works Department  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Proposal for Materials Testing and Special Inspection Services  
Rosedale Roadway Improvements, Gig Harbor, WA  
CSP-1103

Dear Mr. Flanigan:

Pacific Testing & Inspection LLC ("PTI") is pleased to submit our proposal to provide materials testing and special inspection for the above-referenced project. PTI is a full service testing and inspection agency. Our laboratory personnel are fully certified with A2LA, WABO, AMRL, WAQTC, and CESCL, and perform all tests in accordance with ASTM and IBC standards. We have over 50 years combined experience performing materials testing and special inspections. Our special inspectors are ICC certified, WABO registered, and very experienced.

## Project Understanding

We understand the project consists of 2,000 feet of roadway improvements with associated planing and overlays; 180 feet of curb and gutter removal and replacement; installation of 2,000 feet of sidewalks, 6 to 10 feet in width, 5 inches thick, and associated reinforcements with subgrade and crushed surfacing top course compaction; 180 feet of wall, 1 to 3 feet in height, with compacted crushed surfacing top course foundations and gravel backfilled walls; installation of 80 feet of pedestrian handrailing installed with non-shrink grout; 168 feet of rain gardens; 55 feet of reinforced, patterned concrete; 175 feet of new storm drain line with removal and relocation of catchbasins; and installation of 75 feet of yard drains and associated cleanouts.

## Scope of Services

In preparation of this proposal, we have reviewed the project plans. Based upon our review and our experience with projects of similar size and magnitude, as well as our understanding of the WSDOT Standard Specifications for Road, Bridge, and Municipal construction, we anticipate the following inspections will be required:

- ◆ Visual soils inspection and in place density testing of native soils and imported aggregates;
- ◆ In place density testing of asphalt compaction;
- ◆ Cast-in-place concrete inspection and sampling, including reinforcement, slump, air, and temperature;

- ◆ Visual placement inspection and sampling of non-shrink grout;
- ◆ Related laboratory services per WSDOT standards.

Our estimated quantities for the project elements, along with our estimated fees, are attached.

Our level of involvement is expected to vary from full-time to part-time, depending upon the actual schedule and sequencing of construction activities. We would request that services be scheduled 24 hours in advance of the time our personnel are needed at the project site by contacting our office at 360-736-3922. We are prepared to commit the resources, staffing, and expertise necessary for a quality oriented inspection program.

Our field personnel will provide verbal results to the project superintendent after completion of each inspection, and will submit a handwritten report prior to leaving the site. Typed reports will be sent out on a weekly basis. A deficiency is considered an item requiring corrective actions and re-inspection. A non-conformance is a condition that cannot be corrected without review and approval by the engineer. Whenever a deficiency is noted, our inspector will provide immediate verbal notification to the appropriate personnel and note the deficiency for re-inspection. If the deficiency is not corrected, a non-conformance report would be generated and distributed on pink paper to the appropriate parties.

#### Compensation

We propose to provide our services on a time and materials basis. Based upon our understanding of the project, we will provide our services for a proposed fee of **\$11,268.10**. Our auto expenses will be calculated round trip from the Pierce County line to the project at .565 per mile, including bridge toll. Our report processing fee is \$25.00 per visit.

If required, hours worked in excess of 8 hours per day, or on Saturdays, will be charged at 1.5 times the regular hourly rate. Work on national holidays and Sundays will be charged 2 times the regular hourly rate. A minimum of 4 hours will be charged per site visit. There may be instances where an inspector is on site for inspection, and could retrieve samples and return them to our laboratory at no additional cost.

PTI is uniquely qualified to provide a complete range of materials testing services, combining depth of knowledge and experience with responsiveness and flexible service. Our work is based on industry standards, and our professionalism ensures that the work is accurate and complete.

In conclusion, our staff has the experience and knowledge that is needed to perform this important project with highly qualified and certified personnel. Along with exceptional customer satisfaction, it is essential for us to provide accurate and detailed results while collaborating with the project team to minimize project costs

Respectfully submitted,



Leslie Croxton

Manager

Pacific Testing & Inspection LLC

# Pacific Testing & Inspection LLC

2417 Harrison Avenue, Centralia, WA 98531  
Phone (360) 736-3922 Fax (360) 807-6002

## Rosedale Roadway Improvements Skansie Avenue to Shirley Avenue Gig Harbor, WA

### Testing and Special Inspection Budget Proposal

<b>Earthwork</b>				
(Includes site work, utilities and foundation subgrade with certified technician)				
<b>Inspection</b>	<b>Trips</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
Visual Soils Inspection/In Place Density Testing	16	4	\$50.00	\$3,200.00
In Place Density Testing - Asphalt	4	8	\$50.00	\$1,600.00
<b>Lab Work</b>		<b>Number</b>	<b>Rate</b>	<b>Cost</b>
Proctor		3	\$195.00	\$585.00
Gradation		5	\$110.00	\$550.00
Sand Equivalent		3	\$75.00	\$225.00
Fracture Count		2	\$60.00	\$120.00
Bitumen Content by Extraction and Combined Gradation		3	\$240.00	\$720.00
Rice Density		3	\$80.00	\$240.00
<b>Earthwork Subtotal</b>				<b>\$7,240.00</b>
<b>Cast-In-Place Concrete Inspection</b>				
(Includes reinforcement, slump, air, and temperature)				
<b>Inspection</b>	<b>Trips</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
Concrete Pours	3	4	\$50.00	\$600.00
Cylinder Pickups	3	2.5	\$50.00	\$375.00
<b>Compressive Strength Samples</b>	<b>Sets</b>	<b>Cyl/Set</b>	<b>Rate</b>	<b>Cost</b>
Compression Test Cylinders	4	5	\$20.00	\$400.00
<b>Cast-In-Place Concrete Subtotal</b>				<b>\$1,375.00</b>
<b>High Strength Grout</b>				
<b>Inspection</b>	<b>Trips</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
Grout Inspection	2	4	\$50.00	\$400.00
Sample Pickups	2	2.5	\$50.00	\$250.00
<b>Compressive Strength Samples</b>	<b>Sets</b>	<b>Cyl/Set</b>	<b>Rate</b>	<b>Cost</b>
Grout Samples	2	3	\$20.00	\$120.00
<b>High Strength Grout Subtotal</b>				<b>\$770.00</b>
<b>Other Costs</b>				
Auto Expense (Mileage @ .565/mile including bridge toll)				\$1,133.10
Report Processing				\$625.00
<b>Budget Proposal Total</b>				<b>\$11,143.10</b>

The Budget Proposal Total amount is only an estimate. Extra time for meetings, consultations, re-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 of the Budget Proposal.



# Washington State Transportation Improvement Board

## TIB Members

Mayor James Irish, Chair  
*City of La Center*

Councilmember Sam Crawford,  
Vice Chair  
*Whatcom County*

Jim Albert  
*Office of Financial Management*

Pasco Bakotich, P.E.  
*WSDOT*

Councilmember Jeanne Burbidge  
*City of Federal Way*

Todd Coleman, P.E.  
*Part of Vancouver*

Kathleen Davis  
*WSDOT*

Mark Freiburger, P.E.  
*City of Sedro-Woolley*

Councilmember R.E. Bob Olson  
*City of Kennewick*

Laura Philpot, P.E.  
*City of Sammamish*

Heidi Stamm  
*HS Public Affairs*

Commissioner Richard Stevens  
*Grant County*

Harold Taniguchi  
*King County Metro Transit*

John Vodopich  
*City of Bonney Lake*

Jay Weber  
*County Road Administration Board*

Ralph Wessels, P.E.  
*Bicycle Alliance of Washington*

Clay White  
*Snohomish County*

July 1, 2013

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

Dear Mr. Misiurak:

Based on your Updated Cost Estimate for the FY 2014 Arterial Preservation Project, TIB # 3-P-127(001)-1, your authorized TIB funds are \$180,712.

You may now award the construction contract to Mid-Mountain Construction.

We would be happy to assist you with any questions. You can contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via e-mail at [ClintR@TIB.wa.gov](mailto:ClintR@TIB.wa.gov).

Sincerely,

Stevan Gorcester  
Executive Director

cc: Marcos McGraw, Project Engineer

Stevan E. Gorcester  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)



# Washington State Transportation Improvement Board

## TIB Members

Mayor James Insh, Chair  
*City of La Center*

Councilmember Sam Crawford,  
Vice Chair  
*Whatcom County*

Jim Albert  
*Office of Financial Management*

Pasco Bakotich, P.E.  
*WSDOT*

Councilmember Jeanne Burbidge  
*City of Federal Way*

Todd Coleman, P.E.  
*Port of Vancouver*

Kathleen Davis  
*WSDOT*

Mark Freiberger, P.E.  
*City of Sedro-Woolley*

Councilmember R.E. Bob Olson  
*City of Kennewick*

Laura Philpot, P.E.  
*City of Sammamish*

Heidi Stamm  
*HS Public Affairs*

Commissioner Richard Stevens  
*Grant County*

Harold Tanguchi  
*King County Metro Transit*

John Vodopich  
*City of Bonney Lake*

Jay Weber  
*County Road Administration Board*

Ralph Wessels, P.E.  
*Bicycle Alliance of Washington*

Clay White  
*Snohomish County*

July 1, 2013

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

Dear Mr. Misiurak:

Based on your Updated Cost Estimate for the Rosedale Street NW project, TIB # P-P-127(P03)-1, your authorized TIB funds are \$151,070, which reflects a decrease of \$48,930.

You may now award the construction contract to Mid-Mountain Construction.

We would be happy to assist you with any questions. You can contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via e-mail at [ClintR@TIB.wa.gov](mailto:ClintR@TIB.wa.gov).

Sincerely,

Stevan Gorcester  
Executive Director

cc: Marcos McGraw, Project Engineer

Stevan E. Gorcester  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)





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

**Subject:** Purchase Authorization – Crescent Creek Play Structure

**Dept. Origin:** Public Works

**Proposed Council Action:** Authorize a purchase order to Landscape Structures, Inc., for the purchase of Maritime Play Structure in the amount of \$354,646.38.

**Prepared by:** Jeff Langhelm, PE *JL*

**For Agenda of:** July 8, 2013

**Exhibits:** Quote

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH</i> 7/3/13
<b>Approved by City Administrator:</b>	<i>JL</i> 7/3/13
<b>Approved as to form by City Atty:</b>	VIA EMAIL 7/2/13
<b>Approved by Finance Director:</b>	<i>For DR</i>
<b>Approved by Department Head:</b>	<i>JLX</i> 7/2/13

<b>Expenditure Required</b>	See Fiscal Consideration	<b>Amount Budgeted</b>	\$386,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

In 2010 the City's Parks Commission began reviewing options for replacing the existing play structure at Crescent Creek with an accessible play structure. The City, in partnership with Maritime Playzone Committee, successfully received \$60,000 for Shane's Inspiration Regional Prize in 2011. This prize included \$50,000 in design services from Shane's Inspiration and \$10,000 in credit from Landscape Structures.

As a result of many volunteer hours and staff time, the Parks Commission, Maritime Playzone Committee, and City Staff have received word on July 1 that the City received funding for a key Recreation and Conservation Office (RCO) grant for this play structure. With funding now in place the City is prepared to move forward with purchasing the equipment for the play structure, permitting, and site preparation.

This purchase is being accomplished through the Oregon Cooperative Procurement Program, for which the City already has an interlocal agreement, consistent with the cooperative purchasing procedures set forth in Resolution 884.

**FISCAL CONSIDERATION**

The 2013 City of Gig Harbor Budget includes funding for this work in the Park Development budget. The budget summary for this item is provided in the table below. All prices include WSST.

2013 Revenues	
RCO Washington Wildlife and Recreation Program Grant	\$ 180,000.00
<i>Maritime Playzone Committee Donations</i>	<i>\$ 105,800.00</i>
2013 City Budget for Parks Development, Objective 1	\$ 100,000.00
2013 City Budget for Parks Operating Supplies (Fencing)	\$ 15,000.00
Anticipated 2013 Expenses:	
Landscape Structures Equipment (Includes Delivery, Installation, and Credit for Shane's Inspiration Regional Prize)	(\$ 354,646.38)
<i>Site Permitting</i>	<i>(\$ 4,205.00)</i>
<i>Art Piece</i>	<i>(\$ 12,000.00)</i>
<i>Brick Purchasing</i>	<i>(\$ 1,700.00)</i>
<i>Site Preparation Work</i>	<i>(\$ 28,248.62)</i>
<b>Remaining 2013 Budget =</b>	<b>\$ 0</b>

Note: Revenues and expenses in *italics* are estimated.

**BOARD OR COMMITTEE RECOMMENDATION**

This project has been reviewed throughout the design process by the Parks Commission and has been reviewed by the Operations and Public Projects Committee at the December 2011 meeting.

**RECOMMENDATION/MOTION**

Authorize a purchase order to Landscape Structures, Inc., for the purchase of Maritime Play Structure in the amount of \$354,646.38.



Maritime PlayZone  
Quote Form #1305-7008R

TO:  
Gig Harbor  
**Attn: Terri Reed**  
3510 Grandview St  
Gig Harbor, WA 98335  
T: (253) 851-6170  
reedt@cityofgigharbor.net

APPROVAL SIGNATURE

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

Date: May 30, 2013

\_\_\_\_\_  
date

Lead Time	U.S.A. Manufacturer	Your Representative
Approximately 4+ months	Landscape Structures	John Larson 206.940.1108

Quantity	Model Number & Description	Unit Price	Total
1 lot	Custom design #53570-2-7	\$ 240,381.00	\$ 240,381.00
4450 sq ft	PebbleFlex Safety Surfacing (includes installation)	\$ 18.25	\$ 81,212.50
1 wk	Complete Deluxe Installation of playground equipment by factory approved CPSI certified crew.	\$ 24,500.00	\$ 24,500.00
			\$ -
			\$ -
1	Shanes Inspiration Regional Prize	\$ (10,000.00)	\$ (10,000.00)

**ORDERING INSTRUCTIONS**

Issue Purchase Order to Landscape Structures Inc  
Send Purchase Order to PlayCreation, Inc. for processing  
Orders subject to Landscape Structures Terms & Conditions  
Pricing on this Quote expires on August 31st, 2013

Sub Total	\$ 336,093.50
OS Contract	\$ (19,230.48)
Freight	\$ 10,000.00
Tax @ 8.5%	\$ 27,783.36
<b>TOTAL</b>	<b>\$ 354,646.38</b>

<b>Issue Purchase Order to:</b> Landscape Structures, Inc. 601 - 7th Street South Delano, MN 55328-0198 763.972.3391	<b>Send Order (for processing) to:</b> PlayCreation 2104 SW 152nd Street, suite 4 Burien, WA 98166 206.932.6366 / 206.932.5778 fax
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This is material pricing. Installation not included on this quote.



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

**Subject:** 2013 Pavement Maintenance Project  
– Public Works Construction Contract Award

**Dept. Origin:** Public Works/Engineering

**Proposed Council Action:** Approve and authorize the Mayor to:

**Prepared by:** Stephen Misiurak, PE,  
City Engineer

1. Award and execute a Public Works Contract with Lakeridge Paving Company, LLC, in an amount not exceed \$203,172.25 for the award of all Bid Schedules (A through D) of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$20,000 to cover any cost increases that may result from contract change orders.

**For Agenda of:** July 8, 2013

**Exhibits:** Public Works Contract, Project Locations Map and Consultant Services Contract with Scope and Fee

2. Execute a Consultant Services Contract with Construction Testing Laboratories, Inc., for related materials testing in an amount not to exceed \$3,293.00 and authorize the City Engineer to approve additional expenditures up to \$500.00 to cover any Consultant Services Contract cost increases.

**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

SM 7/3/13  
D 7/3/13  
By Email 7-3-13  
M 7/3/13  
M 7/3/2013

<b>Expenditure Required</b>	\$226,965.25	<b>Amount Budgeted</b>	\$ 275,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Each year the City of Gig Harbor budgets for the maintenance of existing roadways throughout the City. For the 2013 Budget, the City Council authorized funding from Streets Operating fund for Pavement Maintenance.

In order to maximize the available funding for this Project and due to variations in bid prices, Staff has prepared the contract documents to include both base bid schedules (Schedules A and B) and additive bid schedules (Schedules C and D). See the attached Project Locations Map for identification of each Schedule.

**BID RESULTS**

The 2013 Pavement Maintenance Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for all Bid Schedules was \$ 262,489. A total of seven bid proposals were received by the City on June 26, 2013. Bid results from each bidder are summarized below showing the total bid amount for the recommended award of all Bid Schedules (A through D.)

<b>BIDDER</b>	<b>TOTAL BID AMOUNT</b>
1. Lakeridge Paving Co., LLC	\$ 203,172.25
2. Miles Resources, Inc.	\$ 206,229.50
3. Looker Asphalt	\$ 215,083.00
4. Puget Paving & Construction	\$ 218,787.50
5. Northwest Asphalt Paving, Inc.	\$ 240,437.50
6. Tucci & Sons, Inc.	\$ 260,995.00
7. Lakeside Industries	\$ 363,188.00

**FISCAL CONSIDERATION**

The 2013 City of Gig Harbor Budget includes funding for the proposed work from the Street Division Operating fund (Objective 4). The budget summary for this item is provided in the table below:

2013 Budget for Street Division Operating, Objective No. 4	\$ 275,000.00
Requested 2013 Expenses:	
Base Bid (Schedules A and B)	(\$ 111,959.75)
Additive Bid Schedule C	(\$ 50,517.50)
Additive Bid Schedule D	(\$ 40,695.00)
Change Order Authority for Public Works Contract	(\$ 20,000.00)
Materials Testing Contract	(\$ 3,293.00)
Change Order Authority for Materials Testing Contract	(\$ 500.00)
<b>Remaining 2013 Budget =</b>	<b>\$ 48,034.75</b>

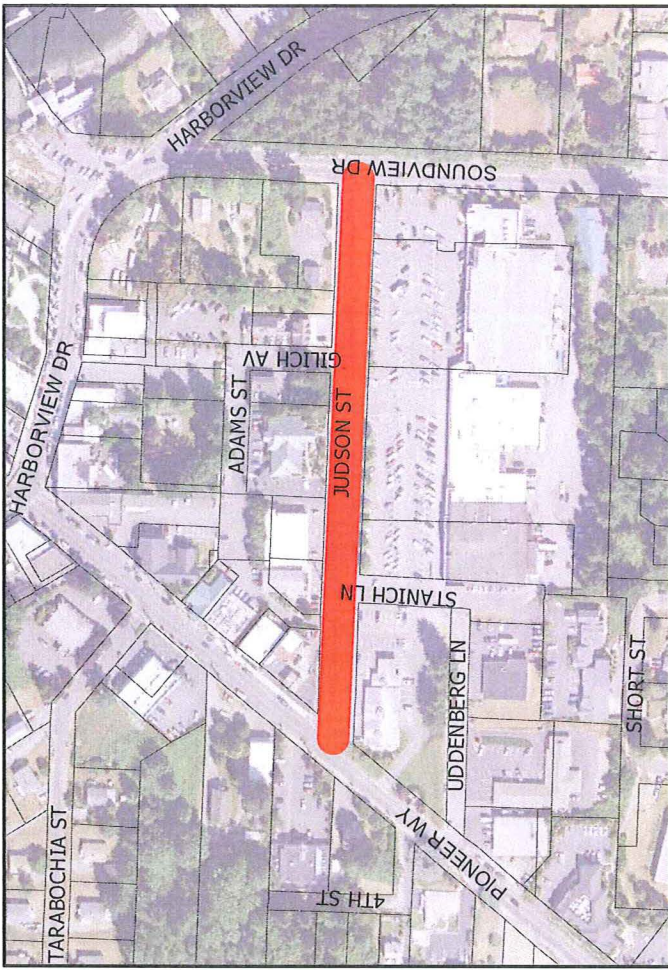
**BOARD OR COMMITTEE RECOMMENDATION**

Staff presented the proposed pavement maintenance locations to the City's Operations and Public Projects Committee at the May 2, 2013 meeting.

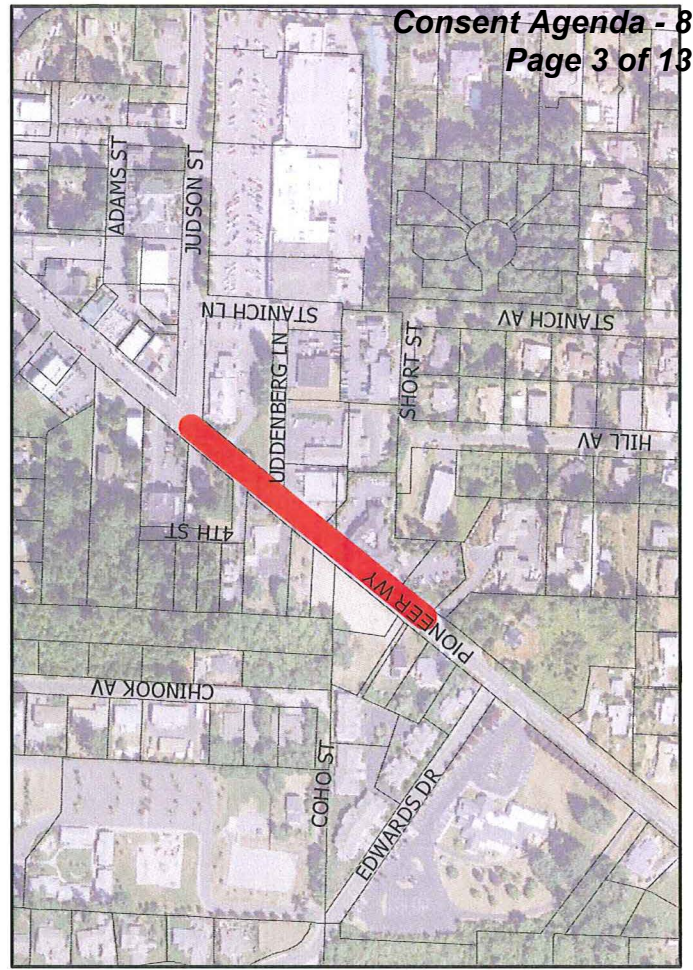
**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to:

1. Award and execute a Public Works Contract with Lakeridge Paving Co., LLC, in an amount not exceed \$203,172.25 for the award of all Bid Schedules (A thru D) of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$20,000 to cover any cost increases that may result from contract change orders.
2. Execute a Consultant Services Contract with Construction Testing Laboratories, Inc., for related materials testing in an amount not to exceed \$3,293.00 and authorize the City Engineer to approve additional expenditures up to \$500.00 to cover any Consultant Services Contract costs increases.



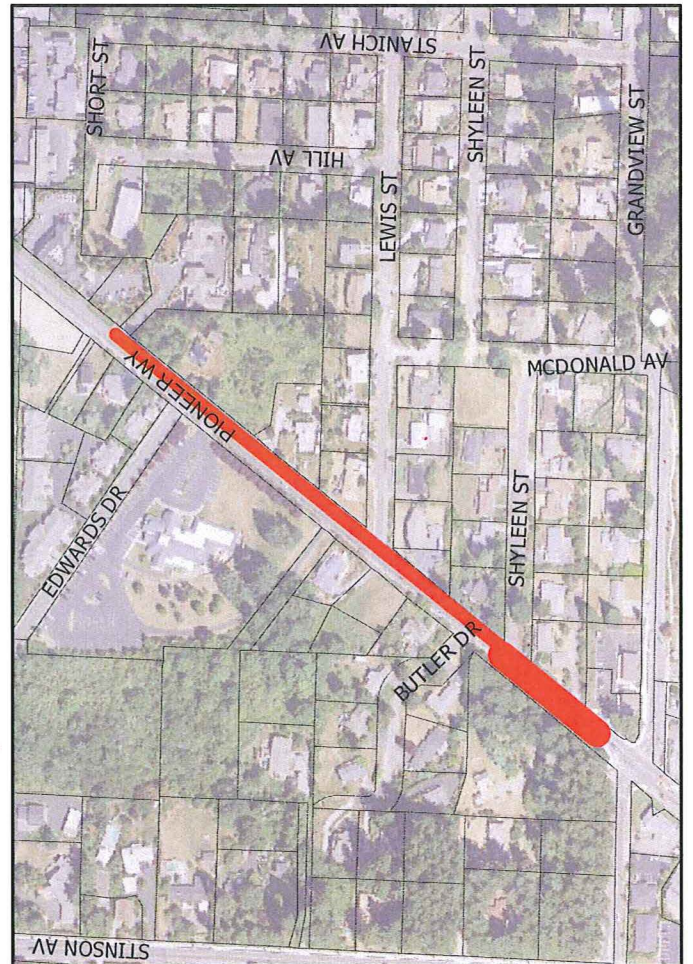
**SCHEDULE B**



**SCHEDULE D**



**SCHEDULE A**



**SCHEDULE C**

**PUBLIC WORKS CONTRACT****2013 PAVEMENT MAINTENANCE AND REPAIR PROJECT  
CWP-1312**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Lakeridge Paving Company, LLC, organized under the laws of the State of Washington, located and doing business at, PO Box 8500 Covington WA 98042 hereinafter called the "Contractor."

**WITNESSETH:**

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

The Contractor shall perform all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract. The work to be completed under this contract generally consisting of repair and maintenance of asphalt concrete roadways within the City of Gig Harbor all in accordance with the Contract Documents called "2013 Pavement Maintenance and Repair Project, CSP-1312", and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," for all Bid Schedules (A through D) in the sum of Two Hundred Three Thousand One Hundred Seventy Two Dollars and Twenty Five Cents (\$ 203,172.25 ) including Washington State sales tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2012 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.

- 5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

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

\_\_\_\_\_  
 (Signature of Official)  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Title)  
 Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED FOR FORM:

\_\_\_\_\_  
City Attorney



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CONSTRUCTION TESTING LABORATORIES, INC.**

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

**RECITALS**

WHEREAS, the City is presently engaged in 2013 Pavement Maintenance and Repair Project 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 Two Hundred Ninety-Three Dollars and No Cents (\$3,293.00) 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: Construction Testing Lab.  
ATTN: Dennis Smith  
Operations Manager  
400 Valley Avenue, NE, Suite 102  
Puyallup, WA 98372  
253-383-8778

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

By:   
Its: Michael Tollkuhn, President

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# Construction Testing Laboratories

Exhibit A  
Scope of Work

253-383-8778  
fax 253-770-8232  
www.ctlwa.com

June 27, 2013

City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Attn: George Flanigan

REF: **2013 Pavement Maintenance and Repair Project**  
Special Inspection & Testing Services

Dear Mr. Flanigan,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

**CERTIFICATIONS:**

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

**ASPHALTIC CONCRETE:**

- Asphalt Technician (Inspector)..... \$ 52.00/hr
- In-Place Density Tests (Nuclear)..... NO CHARGE
- Extraction-Gradation Tests (C-117)..... \$ 225.00/ea
- Maximum Theoretical Density (Rice)..... \$ 110.00/ea

**MILEAGE:**

- Mileage..... NO CHARGE

ESTIMATED TOTAL COST		
TYPE OF INSPECTION & TESTING	ESTIMATED COST	
HMA		
Approximately 24 hours compaction testing	\$	1,248.00
Approximately 10 hours overtime inspection	\$	780.00
Approximately 3 each rice values	\$	330.00
Approximately 3 each extraction/gradation tests	\$	675.00
Approximately 1 cold feed sample	\$	260.00
<b>ESTIMATED TOTAL COST:</b>	<b>\$</b>	<b>3,293.00</b>

Our estimated total cost to provide our services is \$3,293.00. The actual cost will vary as our costs are directly dependent upon the contractor's schedule and performance.

CLIENT: City of Gig Harbor  
PROJECT: 2013 Pavement Maintenance and Repair Project  
PROPOSAL: 04/2012 FEE SCHEDULE  
DATE PROCESSED: 6-27-13



# Construction Testing Laboratories

140 Valley Avenue NE  
Suite 102  
Puyallup, WA 98372  
253-383-8778  
fax 253-770-8232  
www.ctlwa.com

June 27, 2013

REF: 2013 Pavement Maintenance and Repair Project  
Special Inspection & Testing Services

### ADMINISTRATIVE:

All project management, clerical, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

### BASIS OF CHARGES:

Three-hour minimum for inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.) Monday through Friday will be charge at 1.5 times the standards rate. Double time for Sundays and Holidays. Four-hour minimum for Weekends and Holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hours notice is required to schedule technician(s). Rush Laboratory Testing will be billed at 1½ times the applicable standard rate.

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,  
Construction Testing Laboratories, Inc. (CTL)

*Dennis Smith*

Operations Manager

e-mail: [denniss@ctlwa.com](mailto:denniss@ctlwa.com)

cell # 253-732-7575

DMS / *lvir*





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

**Subject:** Wastewater Treatment Plant Expansion Phase II Final Design and Permitting Contracts – Consultant Services Contracts.

**Proposed Council Action:** Recommend that Council authorize the award and execution of the Consultant Services Contract to Cosmopolitan Engineering Group in the not-to-exceed amount of Seven Hundred Twenty-Seven Thousand Nine Hundred Fifty-Four Dollars and Ninety Cents (\$727,954.90) and to Parametrix, Inc., in the not to exceed amount of One Hundred Thirty-Three Thousand Two Hundred Twenty-Three Dollars and Twenty-Five Cents (\$133,223.25).

**Dept. Origin:** Public Works/Engineering

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

**For Agenda of:** July 8, 2013

**Exhibits:** Consultant Services Contracts; Exhibit's A, Scope of Work; Exhibit B, Phase II Schematic; Exhibit C, Design Team; Exhibit D, Structure/Consultant Roles and Responsibilities; Exhibit E, Preliminary Schedule; Exhibit F, Improvements Permit List and Draft Drawing Index; and Budget Worksheet.

Initial & Date

**Concurred by Mayor:** *CLH 7/3/13*  
**Approved by City Administrator:** *R 7/3/13*  
**Approved as to form by City Atty:** *By Email 7-3-13*  
**Approved by Finance Director:** *BT 7/3/13*  
**Approved by Public Works Director:** *AK 7/3/13*  
**Approved by Department Head:** *S 7/3/13*

Expenditure Required	\$861,178.15	Amount Budgeted	\$600,000	Appropriation None Required
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**INFORMATION / BACKGROUND**

This contract provides for the final design, permitting and preparation of bid ready construction documents for the Phase II Wastewater Treatment Plant Expansion. A Request for Qualifications was issued for the above project and the City received a total of five engineering respondents. The City reviewed each of the statements and then invited back the top four candidate firms and interviewed them. Both Cosmopolitan and Parametrix were selected as the most qualified partnered firms to perform the above work by the interview team.

**FISCAL CONSIDERATION**

Funding for these services will be from the City utility funds and is considered satisfying a portion of the local City match associated with the City's procurement of the low interest loan the City secured from the Public Works Trust Fund (PWTF). The allocated 2013 Budget provides \$600,000 for this work. However, since the time of the preparation of the original PWTF loan application from a couple of years ago, the following additional design elements to account for the additional construction components were added to the scope of work:

- Various In plant pump station control intergration,
- The refurbishment and recoating of the plant clarifiers,
- Construction of a heat recovery system,
- Covering of the open aired digester basins for odor control,
- Completion of an Energy Audit for the Public Works Board,
- And various other plant modifications and enhancements.

While the project exceeds the allocated budget of \$600,000, these design and permitting services will carry over into the 2014 calendar year, and the project budget in 2014 will be adjusted not only for the completion of the design and permitting but also for the construction of the improvements as well. It is anticipated that a future contract amendment for the construction management services will be brought before Council in 2014 as well.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Recommend that Council authorize the award and execution of the Consultant Services Contracts to Cosmopolitan Engineering Group in the not-to-exceed amount of Seven Hundred Twenty-Seven Thousand Nine Hundred Fifty-Four Dollars and Ninety Cents (\$727,954.90) and to Parametrix, Inc., in the not to exceed amount of One Hundred Thirty-Three Thousand Two Hundred Twenty-Three Dollars and Twenty-Five Cents (\$133,223.25).

**City of Gig Harbor**  
**Phase II WWTP Improvements, Design**  
*Budget Worksheet (As of 7/2/13, FINAL, with 30% Design Submittal Eliminated)*

Firm	Cosmopolitan Engineering Group					H.R. Esvelt Engineering			Structural Research Co.			BCRA											
	Employee	Prin.	Engr.	CAD	Adm/WP	Exp.	HRE	CAD	Exp.	GDE	Engr.	CAD	PM	Arch II	Land Use	Int. Des.	Admin.	L.A. IV	L.A. II	L.A. I	HVAC	Cost Est.	Exp.
Hourly Rate	\$165.00	\$150.00	\$120.00	\$95.00			\$165.00	\$70.00		\$150.00	\$120.00	\$70.00	\$130.00	\$100.00	\$100.00	\$85.00	\$120.00	\$150.00	\$115.00	\$95.00	\$125.00	\$115.00	
<b>Task</b>																							
1 - Project Management	120	164			120	\$650.00	30						40	80			12	8					
1.1 - Project Management Services																							
1.2 - Environmental Compliance and Permitting																							
2 - Geotechnical Engineering	2	6			4	\$20.00																	
3 - Design	20	234	166		120	\$6,340.00	654	314	\$1,090.00	662	357	284	70	240	8	50	80	17	32	76	112	55	\$5,000.00
3.1 - DD & Pre. Design (30% and 60% Design)																							
3.2 - Final Design (90% and 100% Design)																							
3.3 - Bidding and Contractor Selection																							
<b>Subtotal - Hours</b>	142	404	166		244		684	314		662	357	284	110	320	8	50	92	25	32	76	112	55	
<b>Subtotal - Cost</b>	\$23,430.00	\$60,600.00	\$19,920.00		\$23,180.00	\$7,010.00	\$112,860.00	\$21,980.00	\$1,090.00	\$99,300.00	\$42,840.00	\$19,880.00	\$14,300.00	\$32,000.00	\$800.00	\$4,250.00	\$11,040.00	\$3,750.00	\$3,680.00	\$7,220.00	\$14,000.00	\$6,325.00	\$5,000.00
<b>Subtotal by Consultant</b>	\$134,140.00						\$135,930.00			\$162,020.00			\$102,365.00										
<b>Subtotal, Including 5% Mark-up on Subs</b>	Cosmo Blended Multiplier = 2.66						\$142,726.50			\$170,121.00			\$107,483.25										

Firm	Richard Sample Engineering					HWA GeoSciences						
	Employee	Rich S.	Jon M.	RSE-CAD	AIA-CAD	Exp.	Prin.	Engr	Geo	CAD	Admin	Exp.
Hourly Rate	\$140.00	\$130.00	\$90.00	\$90.00		\$180.00	\$130.00	\$110.00	\$75.00	\$71.00		
<b>Task</b>												
1 - Project Management												
1.1 - Project Management Services												
1.2 - Environmental Compliance and Permitting												
2 - Geotechnical Engineering						4	62	20	6	2	\$2,776.00	
3 - Design	332	367	403	158	\$6,195.00							
3.1 - DD & Pre. Design (30% and 60% Design)												
3.2 - Final Design (90% and 100% Design)												
3.3 - Bidding and Contractor Selection												
<b>Subtotal - Hours</b>	332	367	403	158		4	62	20	6	2		
<b>Subtotal - Cost</b>	\$46,480.00	\$47,710.00	\$36,270.00	\$14,220.00	\$6,195.00	\$720.00	\$8,060.00	\$2,200.00	\$450.00	\$142.00	\$2,776.00	
<b>Subtotal by Consultant</b>	\$150,875.00					\$14,348.00						
<b>Subtotal, Including 5% Mark-up on Subs</b>	\$158,418.75					\$15,065.40						

**Total, Phase II WWTP Improvements, Design      \$727,954.90      Includes 5% Mark-up on Sub-Consultants**

Task 4 - Phase II Construction Services      To be budgeted following Phase II - 90% Design Review  
 Planning level estimate of \$260,500 for Phase II Construction Services plus \$10,000 allowance for 3rd party QA/QC



**PROFESSIONAL SERVICES CONTRACT  
(Architects, Engineers, Land Surveyors, Landscape Architects)  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

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

**RECITALS**

WHEREAS, the City is presently engaged in Wastewater Treatment Plant Phase II project 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 through F – 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 through F** 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 Seven Hundred Twenty-Seven Thousand Nine Hundred Fifty-Four Dollars and Ninety Cents (\$727,954.90) 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 through F**, 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 through F – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A through F** or bill at rates in excess of the hourly rates shown in **Exhibit A through F**, 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 through F** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A through F** shall be completed by March 31, 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 is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT: Cosmopolitan Engineering  
ATTN: Jim D'Aboy, P.E.  
President  
711 Pacific Avenue  
Tacoma, WA 98402  
(253) 272-7220

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

By:   
Its: PRESIDENT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## CITY OF GIG HARBOR

### EXHIBIT A – SCOPE OF WORK PHASE II IMPROVEMENTS DESIGN

#### INTRODUCTION

The Phase II Improvements will be the second of two phases for the WWTP 20-year upgrade/expansion plan. The Phase I Improvements increased plant capacity to the NPDES (WA002395-7) permitted 1.6 mgd maximum monthly average flow capacity and loading capacity of 3,680 lbs/day BOD and 3,680 lbs/day TSS. Phase II will increase plant capacity to 2.4 mgd maximum monthly average flow capacity.

The basis for the Phase II Improvements to be designed under this scope of work is the *2003 Wastewater Treatment Plant Improvements Engineering Report* (Cosmopolitan Engineering Group and H.R. Esvelt Engineering; approved by Washington Department of Ecology [WDOE] May 2010) and the WDOE-approved *Facility Plan*.

#### PROJECT LIMITS AND GENERAL PROJECT DESCRIPTION

This scope of work describes the necessary tasks to complete the permitting, design, preparation of final bid ready construction documents, and public outreach for the Phase II WWTP Improvements. As with Phase I, the simultaneous integration and coordination between technical design, aesthetic design and project costs will be of critical importance during the design phase. Of additional importance is the requirement for continued operation of the WWTP during construction of the Phase II Improvements. It is estimated that it will take ten (10) months to complete the design phase of work and according to schedule, this project will be ready of formal bidding in April 2014.

This scope of work includes assumptions for the physical parameters for the Phase II WWTP Improvements, including the following description, and more specific items included under the task and subconsultant descriptions.

We understand the City of Gig Harbor would like to construct the Phase II WWTP Improvements, and Cosmopolitan Engineering Group will lead the process to complete the permitting, design, and completion of bid ready construction documents that will include major new facility components consisting of (see Exhibit B):

- New ultraviolet (UV) disinfection
- New plant laboratory/operations building, including staff offices (ADA compliant) and basement storage area
- Add a second floor space and bridge crane to the existing shop building
- New vector waste dewatering and decant facility

- New effluent pumping and utility water system
- Upgrade process and digester aeration system
- Basin modifications
- Electrical control systems, including Instrumentation and Controls (I&C)
- Update server capabilities for the WWTP (if required) for remote operation by smart phone or PC
- In-plant Pump Station Control Integration (I&C)
- Refurbish and recoat clarifiers #1 through #4
- Provide an additional screen in Headworks Building
- Add a structure over the existing chlorine chamber
- Provide pitched roof over the existing flat roof on the Blower Building, and clean up exterior CMU wall
- New heat recovery coils and piping for heat recovery
- Concrete channel modifications
- Additional walkway, grating, and handrails for the UV system
- New treadmill
- Diffusers on Aeration Basins #1 and #3
- New covers for the Distribution Box
- Covers on all digester basins for odor control, plus odor control units for covered basins
- Air Bridge relocation for Digester #1, new aeration in Digester #4
- Paint the existing generator set
- New Terra-Lift Telehandler
- New catwalk and stairs to Clarifier #3 (north and south)
- New clarifier weir covers
- Storage space in the Shop Building mezzanine to include bolt pins, shelves, and organizers. Laboratory/Operations Building basement storage for city-wide paper records retention.
- Energy audit report for Public Works Board

Additionally, this scope of work includes taking the lead role in seeking and responding to the City of Gig Harbor Design Review Board (DRB) comments, if required, and achieving approval for the final architectural building(s) layout and features. Design Team Structure/Consultant Roles and Responsibilities for this project are as described in Exhibit C. As shown on the Organization Chart in Exhibit C, the Cosmopolitan-led Design Team will work with Parametrix, Inc. as an extension of the City staff to make sure the project proceeds efficiently and the finished product meets the needs of the City and the requirements of WDOE.

## TASK 1 – PROJECT MANAGEMENT

### Subtask 1.1 – Project Management Services

**Objective:** Project management services will provide coordination between the City staff, City officials, subconsultants, and the design team members. The Project Manager will work to move the schedule and team forward in a timely, consistent, and responsive manner, with the overarching goal of accomplishing the project goals of content, schedule, and budget.

**Approach:**

- Update the City on a regular basis regarding completion of scope work items, project timeline, budget, and overall project administration.
- Provide Quality Assurance and alignment with the City’s overall project goals.
- Coordinate with all City staff, project staff, and subconsultants.
- Resolve issues and report results to the City Engineer, or his designee.
- Prepare and coordinate an issues list to assist with decision making and communication.
- Attend biweekly meetings with the City to discuss status of the project, if required.
- Provide bidding assistance to respond to bidding questions and design interpretation.
- Project Manager will oversee all subconsultants’ work as well as ensuring timely submittal of all work products.
- Project Manager will attend other meetings on a routine basis as requested by the City Engineer, or his designee.
- Project Manager will ensure that all milestone dates are achieved as shown in the attached project schedule.
- Add pay estimate preparation in the identical format utilized in phase one of the WWTP project.

**Assumptions:**

- Project timeline will follow as described in the attached schedule (see Exhibit D).
- In order to eliminate the Cosmopolitan 5% mark-up on sub-contractor services, the City will pay all sub-contractors directly.

**Deliverables:**

The Project Manager will provide monthly progress letters and invoice descriptions that clearly identify tasks and items completed for the month prior as well as a schedule update to reflect progress within the project timeline. These invoices will include expenses, hours worked by personnel, and direct costs associated with subconsultants. The progress letters will also detail any out of scope requests or budget/schedule issues. Furthermore, the progress letter will include a spreadsheet showing overall budget and currently-expensed work to show that project is tracking within available and projected budget.

- Work plan schedule
- Meetings
- Monthly invoices, including separate amounts for each sub-contractor, and bi-weekly progress reports that will provide remaining fund balance and percent complete in the approved City standard format.
- Routine correspondence
- Issues list, with recommended solutions
- Progress pay estimate summary of all hours worked and itemized expenses notated for all subconsultants in the identical format utilized in Phase one of the WWTP project as well.

The Project Manager shall make sure all subconsultants are completing their work within allocated budget and schedule. Project Manager will bring solutions to the City where conflicts arise and provide recommended path forward to resolution of issues.

### **Subtask 1.2 – Environmental Compliance and Permitting**

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

**Approach:**

- Attend one pre-application meeting with City staff combined with a site visit.
- Revise existing Phase I SEPA environmental checklist, as required.
- Revise draft SEPA checklist based on City comments, and prepare a final SEPA checklist for public issuance.
- Prepare City of Gig Harbor applications and procure all required permits/approvals, including:
  - Site Plan Approval
  - Design Review
  - Demolition
  - Land Clearing and Grading
  - Building
- Respond to requests for additional information from the permit agencies during permit review.
- Prepare status matrix of permits and approvals and regularly update the matrix during the review process (see Exhibit E).
- Attend two permit coordination meetings with the City.

***Assumptions:***

- The SEPA determination will be either a Mitigated Determination of Non-Significance (MDNS) or Determination of Non-Significance (DNS). The project will not require an EIS.
- The City will be responsible for publishing SEPA notifications, including the SEPA determination in the paper of record.
- The City will pay all permit fees.

***Deliverables:***

- Draft and final versions of the SEPA Environmental Checklist in electronic format and one hard copy.
- Permit status matrix.
- Completed permit applications and supporting materials for the following permits: Site Plan Approval, Demolition, Land Clearing and Grading, and Building.

## **TASK 2 – GEOTECHNICAL ENGINEERING**

To provide additional Geotechnical Engineering to supplement that obtained as part of Phase I of the WWTP Improvement project.

***Approach:***

- Review existing geologic and geotechnical data for the site and the surrounding area, including HWA's report for Phase I of the Gig Harbor WWTP.
- Conduct a subsurface exploration program consisting of one day of test pits advanced by an excavator or backhoe. HWA assumes the test pits will be dug and backfilled by City personnel. An HWA geotechnical engineer will monitor and log soil conditions in each test pit, and will retrieve soil samples at selected intervals for further examination and testing in HWA's laboratory.
- Perform field and laboratory testing to evaluate relevant physical properties of the site soils.
- Perform engineering analyses and evaluate data derived from the subsurface investigation and laboratory testing program. This will include:
  - Developing lateral active, passive, and seismic earth pressure diagrams for use in design.
  - Providing foundation recommendations, including bearing capacity.
  - Recommendations for retaining walls.
  - Recommendations for fill placement.
- Prepare a draft Geotechnical Engineering Report containing the results of the geotechnical engineering investigation, including description of surface and subsurface conditions, a site plan showing exploration locations and other pertinent features,

summary test pit logs, and laboratory test results. The report will provide geotechnical recommendations for design and construction of the building, including foundation recommendations, design of retaining walls, temporary shoring, and structural backfill.

- HWA will finalize the geotechnical report once any review comments are received from Cosmopolitan Engineering Group.
- Attend one design meeting in Gig Harbor.
- Provide project management of the geotechnical tasks and correspondence in the form of telephone calls and email, as necessary.

***Assumptions:***

- This scope assumes the site is underlain at shallow depth (i.e., less than 5 feet) by undisturbed dense glacial deposits. If during the field investigation it is determined that a significant thickness (i.e., greater than 5 feet) of disturbed soil or loose fill or post-glacial unconsolidated soil exists, then our test pit investigation will need to be augmented with one or more deep borings.
- The City will provide HWA any information regarding as-builts and notes of the existing foundations of the operations and maintenance building and the garage structure.
- The scope of work is related solely to geotechnical engineering evaluation of site soil and groundwater, with a view to foundation support and groundwater elevation. Neither identification nor evaluation of contaminants that may be present in the soil or groundwater at the site will be performed, nor will the evaluation of such potential on-site utilization be undertaken.
- The City will clear the site area of utilities within 30 feet of the existing operations and maintenance building as well as the garage structure in advance of the backhoe test pit operation. The City will provide a backhoe and operator to dig and backfill the test pits.
- Soil disturbance at each test pit location should be anticipated. Test pits will be backfilled with the excavator bucket and some subsidence of test pit backfill should be anticipated.
- All labor hours and expense items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.

***Deliverables:***

- Draft and final versions of the Geotechnical Engineering Report in electronic format, plus three hard copies.

### **TASK 3 – DESIGN**

***Objective:*** The design team will complete design for Phase II of the WWTP Improvement project, thereby increasing plant capacity to 2.4 mgd maximum monthly average flow capacity and equivalent residential units (ERUs) as stated in the WDOE-approved *Facility Plan*. All design elements will meet City of Gig Harbor and WDOE requirements.



### **Subtask 3.1 – Design Development and Preliminary Design (30% and 60% Design)**

Develop conceptual design drawings and a predesign opinion of probable construction cost estimate for City review and comment.

#### ***Approach:***

- Investigate the site to determine the site's construction limitations. This will include one site visit.
- Develop one conceptual configuration of the site improvements.
- Submit application for design review and coordinate with the City's Planning and Development Review Board for the architectural design elements to meet City requirements.
- Coordinate with geotechnical engineer to recommend a foundation strategy for the building.
- Develop a tabulated matrix of civil, mechanical, electrical, instrumentation, landscaping and architectural elements and design criteria that will serve as the "basis of design."
- Develop major equipment list.
- Develop a construction scheduling and sequencing plan to determine the limits of construction area and staging, identify construction milestones, and public impacts during construction.
- Participate in weekly 1-hour coordination meetings or conference calls.
- Participate in two workshop-style meetings, approximately 2 hours in length, with the City to review options, select preferred option, and agree to design criteria, prior to proceeding into the detailed design.

#### ***Assumptions:***

- The City Engineer (or designee), Architect, and City Planner will attend all design review board meetings, if applicable.
- The City Engineer (or designee) will promptly respond to information requests within the project's critical path.

#### ***Deliverables:***

##### **Permit Submittal (30%):**

- Plans as required for Design Review Board permitting or City Administrative Review as the case may be. Plans to be prepared in AutoCAD 3D, as in Phase I. There will be no 30% design submittal for Public Works and WWTP staff review.

**Design Development Submittal (60%):**

- Three half-sized (11x17) sets of 60% plans and specifications and one full-size set of plans (see Exhibit F, Preliminary Drawing List).
- Opinion of probable construction costs.
- Tabulated basis of design matrix.
- Major equipment list.
- Architectural and landscape rendering developed from basis of design for presentation to Design Review Board, City Council, and potential Public Meetings.
- Meeting minutes.
- Recommended foundation strategy for the building.

**Subtask 3.2 – Final Design (90% and 100% Design)**

**Objective:** Prepare plans, specifications (April 2012 CSI format 48 divisions), the EJCDC Standard General Conditions of the Construction Contract 2013 Edition and Amendments and opinion of probable construction costs for the Phase II WWTP Improvements. Cosmopolitan will also be responsible for creating the front end of the bidding documents and cross checking the information against the rest of the documents for accuracy and completeness.

**Approach:** Activities under this task will include the following elements:

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

- Draft general drawings.
- Civil design of the temporary erosion control measures, including TESC Plan and notes, site demolition, site grading and paving, and site utilities. All sidewalk and other pedestrian areas shall be ADA compliant and built to the Standards as contained in Chapter 1510 of the WSDOT Design Manual.
- Mechanical design of the process improvements, building plumbing, and HVAC systems.
- Structural design of the building foundation and architectural design of the building.
- Electrical design layout of the Phase II Improvements, including building power and lighting.
- Coordination with instrumentation and control design.
- Draft technical specifications of major equipment.
- Provide opinion of probable construction costs, stamped by a registered Professional Engineer.
- Submit 60% plans and specifications to the City for final review and comment.
- Attend one 60% submittal review meeting with the City at their office to review City comments, followed by a debrief meeting.

**Draft Contract Documents (90%):**

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

**Bid Contract Documents (100%):**

- Finalize plans and specifications and submit to the City for final review and comments prior to public bid processing.
- Bidding assistance, preparation and distribution of all addenda and RFIs, as needed via builders exchange services.

***Assumptions:***

- Laboratory and operations building is not required to be LEED certified if under 5,000 sf.
- Fire sprinkler system (if required), will be specified to be designed by the Contractor.
- Specifications will be in CSI style, 48 Division format (most recent CSI format).
- Consultant to prepare Supplemental Conditions, Technical Specifications, and Contract Drawings.
- Consultant to prepare Invitation to Bidders and review City front-end documents for consistency.
- The City will provide review comments to Cosmopolitan Engineering Group within one week of submission of these documents. Comments will be compiled by the City in one MS Word or Excel document.
- City will make the record drawings of the Phase I WWTP Improvements available to bidders.

***Deliverables:***

**Draft Contract Documents (90%):**

- Three half-sized (11x17) sets of 90% plans and specifications and one full-size set of plans, paper only.
- Submit building design drawings and structural calculations to the City for Building and Grading Permits approval.
- Final opinion of probable construction costs.

- Design memo outlining changes/additions to the 60% submittal.

**Bid Documents (100%):**

- Submit one electronic set and one paper set of contract documents, including plans, specifications, and opinion of probable construction costs. The Final Design Documents also include the following: full-size stamped plans; an AutoCAD 3D 2014 and PDF format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic Word file of specifications along with one camera-ready 8.5-inch by 11-inch printed file.
- Cosmopolitan to be responsible for cross checking all of the subconsultants design specifications and drawings for completeness and integration into the final comprehensive final bid specifications packet

**TASK 4 – PHASE II CONSTRUCTION SERVICES**

Task 4 will be scoped and budgeted following Phase II – 90% Design Review, as in Phase I.

**SUBCONSULTANT SERVICES**

All Subconsultant services detailed below are incorporated into the tasks described above and fall under the Cosmopolitan Scope of Services.

**Mechanical/Process Design Engineering (H. Richard Esvelt Engineering)**

*Objective:* To provide an integrated Mechanical/Process Design Engineering in support of the overall Phase II Design effort, as described below.

*Consultant (Subconsultant) Responsibilities Include:*

- Administration, communication, meetings:
  - Submittal reviews
- UV system, UW system, Building layout:
  - UV system and basin modifications
  - UW system controls and piping
  - Building layout
- Clarifiers #1 and #3:
  - #1 and #3 replace-repair mechanism as required
  - Walkway #3 to roadway, SE landing and stair
  - Launder covers for all four clarifiers
- Digester modifications:
  - Digester #1 – raise bridge, diffusers modifications
  - Digester #4 – new bridge and diffusers
  - Cover all basins and vent to scrubber

- Odor Scrubber – digester and D box ventilation fans:
  - Fans and Odor Scrubber – similar to existing
  - Ventilation ducting from D boxes
- Equipment:
  - Headworks – additional rotating drum fine screen
  - Aeration Basins #1 and #3 – flat plate diffusers
  - AB #1 and #2 – modify basin influent and effluent weirs
- Plan Spec Review Submittals and Cost Estimate:
  - 60% plan spec review submittal and integration of City review comments
  - 90% plan spec submittal
  - FINAL plan and specification submittal
  - Estimate of probable construction cost

***Assumptions:***

- Phase 2 work will expand upon and complete Phase 1 work.
- Assumptions in Task 3 are part of these assumptions.
- H. Richard Esvelt Engineering to be responsible for cross checking their specifications with the other Divisions of the contract documents for consistency.

***Deliverables:***

- Deliverables are as described in Task 3 of the Scope of Work.

**Structural Engineering (Structural Research Company)**

***Objective:*** To provide Structural Engineering in support of the overall Phase II Design effort as described below.

***Consultant (Subconsultant) Responsibilities:***

- Project coordination and drawing management:
  - Submittal reviews
- Codes and Standards Review, IBC, NFPA, ACI, etc.:
  - Special inspection, testing, structural observations
  - Index, general notes, drawing use notes
  - Preliminary calculations for seismic and wind loads
- Design Development (30% Design):
  - Layout plans and sections
  - Specifications Table of Contents
  - Concepts for covering basins
  - Concepts for raising walkways
  - Concepts for Lab-Operations Building, including HVAC
- Preliminary Design (60% Design):
  - 3D of new structures and setup sheets

- Digester #4 new and raised bridges and walkways
- Cover all digesters and distribution boxes, isometrics
- Work on final calculations
- Final Design (90% and 100% Design):
  - Final calculations, review, make any changes
  - 90% and 100% Plans
  - 90% and 100% Details
  - 90% and 100% Specifications
- Final Plans, Specs, and Cost Estimate:
  - Finalize plans, make corrections
  - Final specifications
  - Calculation package for City, SE Observation Plan
  - Estimate of Construction Cost

***Assumptions:***

- Phase 2 work will expand upon and complete Phase 1 work.
- Assumptions in Task 3 are part of these assumptions.

***Deliverables:***

- Deliverables are as described in Task 3 of the Scope of Work. Structural Research will be responsible for cross checking their specifications with the other Divisions of the contract documents for consistency.

**Architecture and Landscape Architecture (BCRA)**

The scope of work is to include the replacement of an existing mobile laboratory and operations office building with a +/-3,000 sf new site-built building of the same function. This building is a part of the larger City of Gig Harbor WWTP Phase II Improvements project. In addition to the basic design of the building, we will provide landscape architecture consistent with the remainder of the site and sufficient to meet the Gig Harbor Design Review Board or Administrative review as applicable and other City landscape requirements. The placement of the building on the site and the extent of landscape work to be done are yet to be defined by the Planning Department.

BCRA proposes to develop two design concepts for the structure and one concept for the landscaping. Additionally, BCRA anticipates two design modifications based on Design Review Board and public feedback. Additional design changes after the proposed concepts may require changes to this scope of work and fee. Basic services are outlined below:

***Architectural Design and Permit Submittal:***

- Architectural Design and Permit Submittal: BCRA will prepare design, permit, and bid documents, as well as architectural specifications for the operations/lab building. Additionally, we will prepare design (planting and irrigation with applicable details),

permit and bid documents, as well as specifications for the landscape. Fee includes the following:

- Site visit for documenting conditions
  - In-depth Design Meetings with the Wastewater Treatment Plant staff – four
  - Prepare design submittals for 30%, 60%, and 90% of completion
  - Submittal reviews during construction
  - Progress meetings with City of Gig Harbor staff – three
  - Consultant coordination meetings – three
  - Prepare specifications (except Division 0 and 1) in CSI format to be added to project specifications by others. BCRA to be responsible for cross checking their specifications with the other Divisions of the contract documents for consistency.
  - Prepare bid documents in CSI format; review bids.
- Gabled Roof over UV Area:
    - Assist in establishing the roof pitch/height for a gabled roof to cover these areas
    - Include roof forms in Design Review information
    - Work with structural engineer to detail structure to match aesthetic of surrounding site
  - Landscape Architectural Design and Permit Submittal: Prepare design (planting and irrigation with applicable details), permit and bid documents, as well as specifications for the landscape. Fee includes the following:
    - Site visit for documenting conditions
    - Progress meetings – three with the City of Gig Harbor
    - Consultant Coordination Meetings – three
    - Prepare specifications (except Division 0 and 1)
    - Prepare bid documents; review bids

***Design Review Board Submittal:***

- Attend Pre-Application Meeting with Design Review Board
- Prepare Design Review packet
- One presentation to Design Review Board
- Prepare Site Plan Review packet

***Public Outreach:***

- Rendering of project on one board
- LA to provide site plan with appropriate reference images
- Preparing Assembly of Notification
- Attend two public meetings, summarize with comments
- Present to City Council

***Exceptions:*** BCRA strives to provide services in a cost-effective manner and, as such, services not outlined in the scope of work above are not included and fall outside the fees indicated.

Changes to the contract terms and/or scope of work will be approved in writing before BCRA proceeds with out-of-scope work. Additionally, the following are not included as part of our scope of work in this proposal, but may be necessary for future phases of work:

- LEED: This was raised as a requirement of the project during the interview but does not appear to be required for State funding nor was it a part of the RFQ, so we have excluded LEED from the fees. If this should become a project requirement, we propose an addendum to the contract.
- Lab layout and design will be provided by H.R. Esvelt Engineering and Structural Research Company with BCRA providing design documentation.
- Structural, mechanical, and electrical engineering and plumbing design provided by H.R. Esvelt Engineering, Structural Research Company, and Richard Sample Engineering.
- Landscape design will be provided by BCRA and all other site design, including grading and drainage, will be provided by Cosmopolitan Engineering Group.
- Fire sprinkler system (if required) will be specified to be designed by Contractor.
- Site permitting, land use approvals, SEPA, shoreline permitting, etc. will be provided by Cosmopolitan Engineering Group.
- All agency, permit, and approval fees are the responsibility of the Owner.
- Phase I Environmental Assessment and any other hazardous materials reports.

### **Electrical Engineering and Instrumentation and Control Design (Richard Sample Engineering and Advanced Industrial Automation)**

**Objective:** To provide Electrical Engineering design as well as Instrumentation and Control Design in support of the overall Phase II Design effort.

#### ***Consultant (Subconsultant) Responsibilities:***

- Review of existing documents
- Coordination with City representative, Design Team
- On-site meeting with Owner and Design Team (RSE, AIA)
- Coordination with power and telephone utilities
- Coordination with equipment manufacturers/suppliers
- Remote Access Stakeholder meeting
- Remote Access Coordination
- Report System Coordination (AllMax, OP10, Anterra)
- Operations Building energy calculations
- Plant power load calculations
- Drawing development (see drawing schedule)
- Specification (see specification schedule)



- Review selected mechanical equipment specifications
- Construction cost estimate at 60% and 90% design
- Submittals at 30%, 60%, and 90% design
- Quality review, multidiscipline review
- Respond to City and agency review comments
- Bid submittal – drawings and specifications
- Submittal reviews
- Pre-bid conference support by phone
- Bid support by phone, addendum issue

***Assumptions:***

- Phase 2 work will expand upon and complete Phase 1 work.
- Assumptions in Task 3 are part of these assumptions.

***Deliverables:***

- Deliverables are as described in Task 3 of the Scope of Work.
- Richard Sample and AIA to be responsible for cross checking their specifications with the other Divisions of the contract documents for consistency.

**Geotechnical Evaluation Performed (HWA Geosciences)**

***Project Understanding:***

As part of the Phase II Improvement Project for the Gig Harbor WWTP, the City plans to construct a new laboratory and operations building in the northwest corner of the WWTP site. The project will include the demolition of the existing operations and maintenance building as well as the existing garage structure. In their place, the new lab/ops building will be constructed along with regrading and additional parking spaces. Over the footprint of the lab/ops building, there is a significant change in grade with the ground sloping downward to the north and the presence of the stream channel further north. Design of the building will likely require retaining walls of some type.

***Objective:***

To provide geotechnical engineering services for site exploration and geotechnical analyses and design to provide information necessary for Final Design.

***Consultant (Subconsultant) Responsibilities:***

- Review existing geologic and geotechnical data for the site and the surrounding area, including HWA's report for Phase I of the Gig Harbor WWTP.

- Conduct a subsurface exploration program consisting of one day of test pits advanced by an excavator or backhoe. HWA assumes the test pits will be dug and backfilled by City personnel. An HWA geotechnical engineer will monitor and log soil conditions in each test pit, and will retrieve soil samples at selected intervals for further examination and testing in HWA's laboratory. Test pits will be dug for both the Lab/Ops Building and Vactor Load-Out Area. One deep boring will be taken for the Lab/Ops Building, if required.
- Perform field and laboratory testing to evaluate relevant physical properties of the site soils.
- Perform engineering analyses and evaluate data derived from the subsurface investigation and laboratory testing program. This will include:
  - Developing lateral active, passive, and seismic earth pressure diagrams for use in design.
  - Providing foundation recommendations, including bearing capacity.
  - Recommendations for retaining walls.
  - Recommendations for fill placement.
- Prepare a draft Geotechnical Engineering Report containing the results of the geotechnical engineering investigation, including description of surface and subsurface conditions, a site plan showing exploration locations and other pertinent features, summary test pit logs, and laboratory test results. The report will provide geotechnical recommendations for design and construction of the building, including foundation recommendations, design of retaining walls, temporary shoring, and structural backfill.
- HWA will finalize the geotechnical report once any review comments are received from Cosmopolitan Engineering Group.
- Attend one design meeting in Gig Harbor.
- Provide project management of the geotechnical tasks and correspondence in the form of telephone calls and email, as necessary.

***Assumptions:***

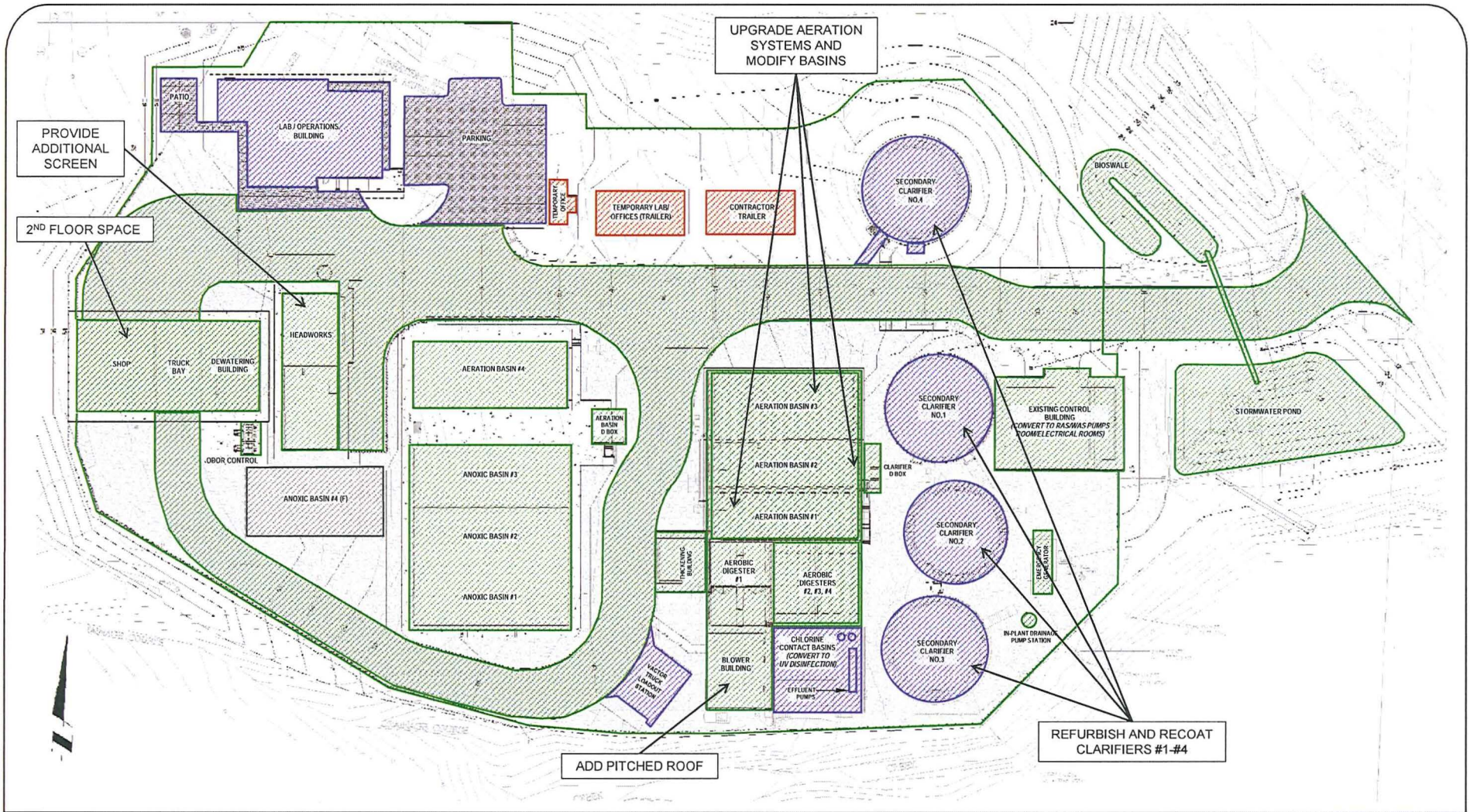
- This scope assumes the site is underlain at shallow depth (i.e., less than 5 feet) by undisturbed dense glacial deposits. If during the field investigation it is determined that a significant thickness (i.e., greater than 5 feet) of disturbed soil or loose fill or post-glacial unconsolidated soil exists, then our test pit investigation will need to be augmented with one or more deep borings.
- The City will provide HWA any information regarding as-builts and notes of the existing foundations of the operations and maintenance building and the garage structure.
- The scope of work is related solely to geotechnical engineering evaluation of site soil and groundwater, with a view to foundation support and groundwater elevation. Neither identification nor evaluation of contaminants that may be present in the soil or

groundwater at the site will performed, nor will the evaluation of such potential on-site utilization be undertaken.

- The City will clear the site area of utilities within 30 feet of the existing operations and maintenance building as well as the garage structure in advance of the backhoe test pit operation. The City will provide a backhoe and operator to dig and backfill the test pits.
- Soil disturbance at each test pit location should be anticipated. Test pits will be backfilled with the excavator bucket and some subsidence of test pit backfill should be anticipated.
- All labor hours and expense items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.

***Deliverables:***

- HWA will deliver three copies of the draft report to Cosmopolitan Engineering Group and one to the City for review. Upon completion of the final report, three copies will be submitted to Cosmopolitan Engineering Group and one copy to the City. Additional reports, including electronic format, can be submitted upon request.



GIG019/Phase II Design/Amendment #1 Scope Task 3/Exh B WWTP Site Plan.ppt



- Phase II
- Beyond 20-Year Planning Horizon
- Existing (including Phase I Improvements)
- Temporary Facilities

**EXHIBIT B:**  
**PHASE II IMPROVEMENTS**  
**(SCHEMATIC)**

**EXHIBIT C**  
**City of Gig Harbor**  
**Phase II Improvements Design**

**Design Team Structure/Consultant Roles and Responsibilities**

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**Design Team Structure**

As shown on the accompanying organization chart and as with Phase I, the design team structure has been set up to take maximum advantage of the expertise each firm and individual bring to the project. The design team is led by Cosmopolitan Engineering Group (CEG). CEG will be the “umbrella” under which all design work (including Plans, Specifications, and Estimates) is completed, coordinated, and produced. All monthly invoicing and reporting will be through CEG, and the single City contract for the work will be with CEG.

Also, as with Phase I, during the design process all design team members will have constant, direct access to City WWTP staff as well as other design team members, so the free flow of information is not restricted between firms on the design team. For example, if Rick Esvelt has a question regarding the lab layout, he will simply call Darrell directly and get the question answered without requiring CEG to get involved as the “lead firm.” This sense of independence of each firm on the design team worked very efficiently during Phase I and will be repeated for Phase II.

However, with this sense of independence during design comes a responsibility for coordination during the deliverable portions of the project. With that in mind, as with Phase I, all drawings will be coordinated through Greg Edwards at Structural Research Company. Greg is the creator of the 3-D drafting package used in Phase I, and it will be used again in Phase II. This drafting package allows each design team member to create and modify their respective sheets without modifying other design team member sheets, all while working on the same WWTP 3-D base map. Each design team member can examine and overlay other design team member sheets so as to avoid any conflicts, but cannot modify any sheets other than their own without the permission of the sheet author. As with Phase I, all 3-D project drawings will be compiled by Greg, with all drawing sets printed out and distributed by CEG.

As with the drawings, the project specifications, estimates, and final bid package require extra coordination to accompany the independence of the design process. With that in mind, as with Phase I, all project specifications and estimates, including the City front end specs, will be coordinated through Janice Shdo at CEG. Janice completed this and all other project coordination tasks during Phase I, and will do so again during Phase II.

**Consultant Roles and Responsibilities**

Each consultant will be responsible for specific design elements of the overall project. Throughout the design process, each consultant will be responsible for their own Plans (including drafting), Specifications, Estimates, and QA/QC through 100% design.

As with Phase I, throughout the Phase II design process these individual consultants will coordinate with each other, both formally and informally, to make sure the design proceeds efficiently and cost effectively. CEG will act as the official “clearing house” and record keeper for all this coordination, making sure the design is proceeding as required and the final QA/QC steps are taken on the final design. Regarding project permitting, CEG will work directly with BCRA and the City to make sure all the overall project permits, as well as the Lab/Ops Building permits, are secured in a timely, cost-efficient manner.

Following final design (100%), the City may choose to have the Plans go through an additional QA/QC step, where an outside firm is contracted to review the bid package for completeness, constructability, etc. If the City chooses to take this step, the Design Team will assist the City as required to make sure this step proceeds efficiently.

As the project goes to bidding and construction, each consultant will be responsible for responding to RFI’s, RFC’s, Submittals, etc. for their specific design elements. CEG will distribute the questions to the appropriate consultant as well as coordinate all consultant responses. Responses will then be provided to the Bidder’s and Contractor as desired by the City (to Bidder and Contractor directly or through Parametrix).

As described in the Scope of Work, Rick Esvelt (HR Esvelt Engineering) will perform the Mechanical/Process Design and Greg Edwards (SRC) will perform the Structural Design. Architecture and Landscape Architecture, including all building related permitting and approvals, will be led by Todd Wolf at BCRA. Electrical Engineering and Instrumentation and Control Design will be performed by Rich Sample and Jon Mathison, respectively. The Geotechnical Evaluation for the Lab/Ops Building will be performed by HWA Geosciences.

All site/civil design, as well as all design project management and coordination activities will be performed by CEG. Jim D’Aboy will lead the site/civil design work as well as provide the project management, with Janice Shdo leading the document and record coordination portion of the project.

The Design Team Structure and Consultant Roles and Responsibilities are essentially unchanged from Phase I, and are intended to provide a seamless transition to this next phase of the project. Additionally, with these continuing design and construction roles, following Phase II construction the City will have a single 3-D base map for the project, plus consistent electronic and hard copy for any as-built changes to either Phase I or Phase II.



**CITY OF GIG HARBOR**  
Steven T. Misiurak  
Darrell Winans



**Design Project Manager**  
Jim D'Aboy, PE\*  
*Cosmopolitan Engineering Group*



**DESIGN REVIEW BOARD**  
Todd Wolf  
*BCRA*

**Engineering Team**

**Design**  
Rick Esvelt, PE\*  
*HR Esvelt Engineering*

**Structural**  
Greg Edwards, PE  
*Structural Research Company*

**Civil**  
Jim D'Aboy, PE\*  
*Cosmopolitan Engineering Group*

**GeoTechnical**  
JoLyn Gillie, PE  
*HWA Geosciences*

**Electrical / I&C**  
Rich Sample, PE  
*Richard Sample Engineering*

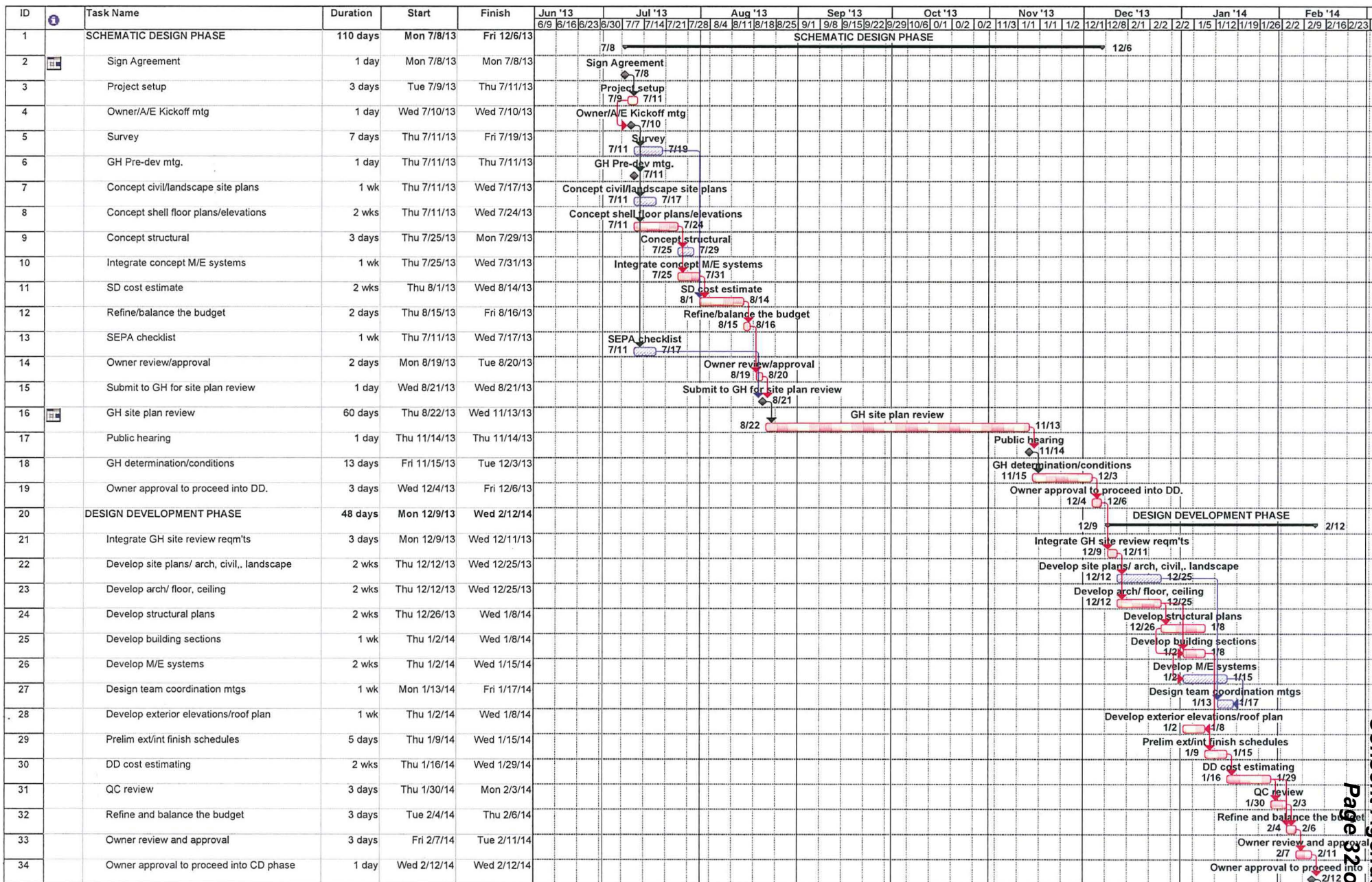
Jon Mathison, PE  
*Advanced Industrial Automation*

**Architectural Team**

Todd Wolf  
*BCRA*

\*Key Personnel

**EXHIBIT D**  
**Gig Harbor WWTP Phase II**  
**Preliminary Schedule**  
**Revised June 2013**



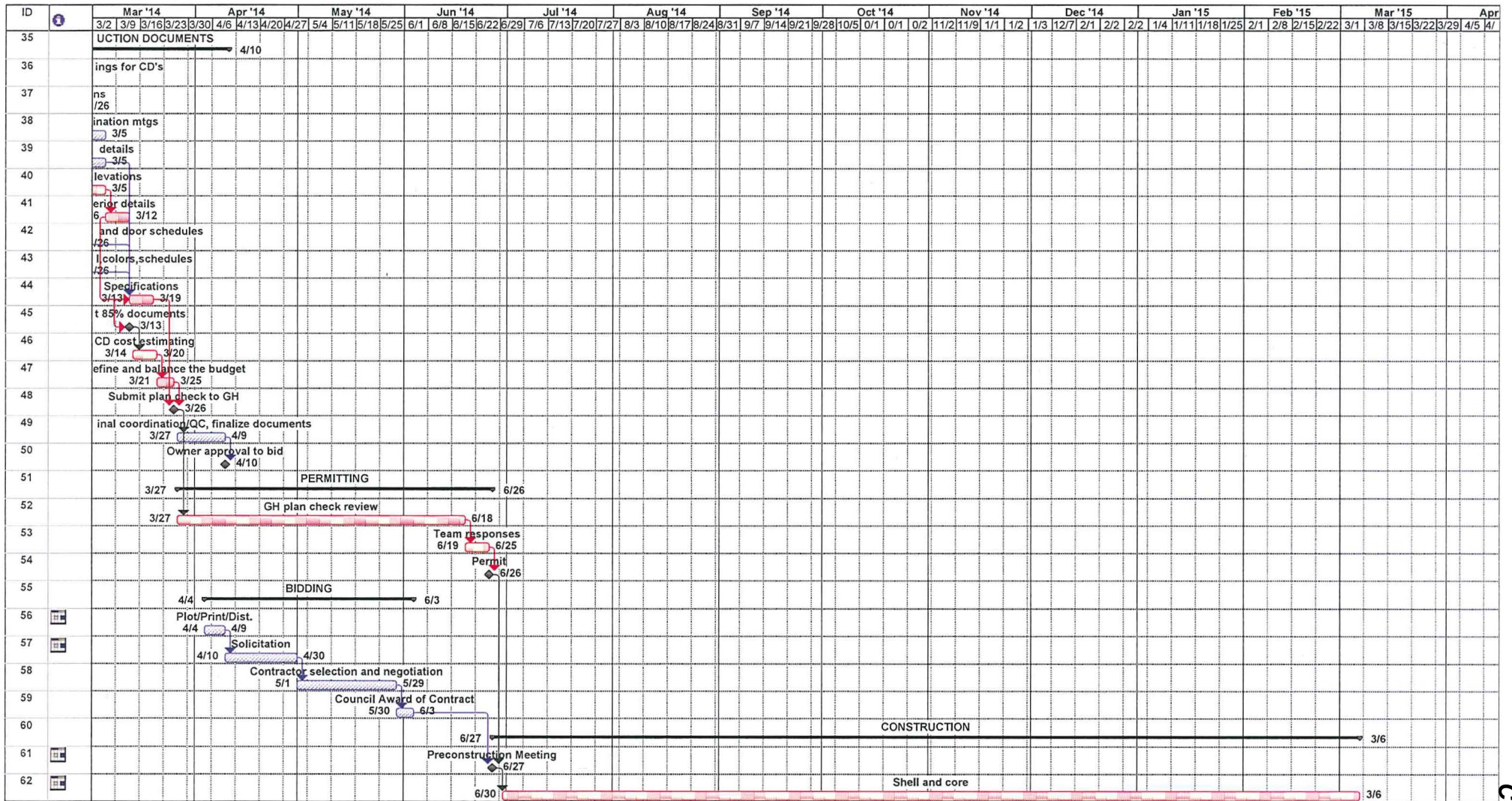


**EXHIBIT D**  
**Gig Harbor WWTP Phase II**  
**Preliminary Schedule**  
**Revised June 2013**

ID	Task Name	Duration	Start	Finish	Jun '13		Jul '13		Aug '13		Sep '13		Oct '13		Nov '13		Dec '13		Jan '14		Feb '14														
					6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	1/5	1/12	1/19
35	CONSTRUCTION DOCUMENTS	41 days	Thu 2/13/14	Thu 4/10/14																		2/13													
36	Refine DD drawings for CD's	1 wk	Thu 2/13/14	Wed 2/19/14																		Refine DD drawings for 2/13													
37	Wall sections	1 wk	Thu 2/20/14	Wed 2/26/14																		Wall sections 2/20													
38	Team coordination mtgs	1 wk	Thu 2/27/14	Wed 3/5/14																		Team coordi 2/27													
39	Exterior details	1 wk	Thu 2/27/14	Wed 3/5/14																		Exterior 2/27													
40	Interior elevations	1 wk	Thu 2/27/14	Wed 3/5/14																		Interior 2/27													
41	Interior details	1 wk	Thu 3/6/14	Wed 3/12/14																		Int 3/6													
42	Complete finish and door schedules	1 wk	Thu 2/20/14	Wed 2/26/14																		Complete finish and d 2/20													
43	Finalize material, colors, schedules	1 wk	Thu 2/20/14	Wed 2/26/14																		Finalize material, colo 2/20													
44	Specifications	1 wk	Thu 3/13/14	Wed 3/19/14																															
45	Print 85% documents	1 day	Thu 3/13/14	Thu 3/13/14																		Print 3/13													
46	CD cost estimating	1 wk	Fri 3/14/14	Thu 3/20/14																															
47	Refine and balance the budget	3 days	Fri 3/21/14	Tue 3/25/14																															
48	Submit plan check to GH	1 day	Wed 3/26/14	Wed 3/26/14																															
49	Final coordination/QC, finalize documents	2 wks	Thu 3/27/14	Wed 4/9/14																															
50	Owner approval to bid	1 day	Thu 4/10/14	Thu 4/10/14																															
51	PERMITTING	66 days	Thu 3/27/14	Thu 6/26/14																															
52	GH plan check review	60 days	Thu 3/27/14	Wed 6/18/14																															
53	Team responses	1 wk	Thu 6/19/14	Wed 6/25/14																															
54	Permit	1 day	Thu 6/26/14	Thu 6/26/14																															
55	BIDDING	43 days	Fri 4/4/14	Tue 6/3/14																															
56	Plot/Print/Dist.	4 days	Fri 4/4/14	Wed 4/9/14																															
57	Solicitation	3 wks	Thu 4/10/14	Wed 4/30/14																															
58	Contractor selection and negotiation	21 days	Thu 5/1/14	Thu 5/29/14																															
59	Council Award of Contract	3 days	Fri 5/30/14	Tue 6/3/14																															
60	CONSTRUCTION	181 days	Fri 6/27/14	Fri 3/6/15																															
61	Preconstruction Meeting	1 day	Fri 6/27/14	Fri 6/27/14																															
62	Shell and core	180 days	Mon 6/30/14	Fri 3/6/15																															



EXHIBIT D  
Gig Harbor WWTP Phase II  
Preliminary Schedule  
Revised June 2013



Consent Agenda - 9  
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**EXHIBIT E**  
**WWTP Phase II Improvements Permit List**

Approval/Permit	Granting Agency	Application Date	Current Status	Expiration	Notes
Approval of Project Plans and Specifications	Washington State Department of Ecology			Final Approval to be Issued (approx 2 weeks following receipt)	Two Stamped and Signed Bidding Documents to Ecology, including all Contract Addenda
SEPA Checklist (08-0017)	City of Gig Harbor Planning Dept.				
Habitat Management Plan	Letters to Washington State Dept of Fish and Wildlife, National Marine Fisheries Services, US Fish and Wildlife Service	March 19, 2008	Final	None	No agency comments received within 45 days
Cultural Resources Report	Washington State Department of Archeological and Historical	February 13, 2008	No comments received from DAHP, Corps, or Tribes – Final as per 5/20/13 letter from PWB	None	Required for PWTF disbursements
Building Permit	City of Gig Harbor Building Dept.				
Design Review	City of Gig Harbor Hearings Examiner				
Site Plan Review	City of Gig Harbor Hearings Examiner				
Minor Site Plan Review and Design Review	City of Gig Harbor Hearings Examiner				
Land Clearing and Grading Permit	City of Gig Harbor Community Development Department Engineering Division				
NPDES Discharge Permit (Permit No. WA-002395-7)	Washington State Department of Ecology	With Certificate of Construction Completion	Last Issued July 28, 2004	Until Phase I Project Completion	Ecology may elect to not renew permit, since flow, BOD/TSS design criteria remain unchanged
Construction Stormwater NPDES Permit	Washington State Department of Ecology				
Drainage Permit Application	City of Gig Harbor Public Works Department				
Demolition Permit	City of Gig Harbor Department of Community Development				

EXHIBIT F  
GIG HARBOR WWTP PHASE II UPGRADE  
DRAFT DRAWING INDEX

Sheet Title		Greg SRC	Rick HRE	Jim CEG	Rich RSE	Jon AIA	Todd BCRA
<b>SECTION O: OVERALL</b>							
* O1	Cover Sheet	1					
* O2	Index to Drawings	1					
* O3	Use of Drawings, Legends, Abbreviations	1					
* O4	Overall Site Coordinate System	1					
* O5	Construction Phase 1, Existing Plant With Piping	1					
* OP1	Design Criteria-Data, Mechanical Equipment List & Piping Schedule		1				
* OP2	Hydraulic Profile		1				
<b>SECTION S: SITE WORK</b>							
* S1	Treatment Plant Site Isometric	1					
* S2	Treatment Plant Overall Site Layout Plan		1				
* SD1	Site Demo			1			
* SC1	Existing Site Contours			1			
* SC2	Final Site Contours			1			
* SC3	Site Sidewalk, Paving, and Fencing Plan			1			
* SC4	Grading and Drainage			1			
* SC5	Site Erosion Control & Plantings			1			
* SC6	General Civil Notes, Legends, and Details			1			
* SC7	Typical Civil Details			1			
* SC8	Typical Civil Details			1			
* SP1	Site Piping Modifications		1				
* SP2	Site Piping Details		1				
SL1	Landscape Architecture, Sheet 1						1
SL2	Landscape Architecture, Sheet 2						1
SL3	Landscape Architecture, Sheet 3						1
SL4	Landscape Architecture, Sheet 4						1
<b>SECTION F: ADDITIONAL SLUDGE PUMP &amp; IN-CHANNEL FINE SCREENS</b>							
FP1	Digested Sludge Feed Pump (P492) Plan & Details		1				
FP2	Second Rotary Drum 6 mm In-Channel Fine Screen SC212 Plan		1				
FP3	Second 2 mm In-Channel Fine Screen SC213 Plan		1				
FP4	In-Channel Fine Screens Sections & Details		1				
<b>SECTION C: CLARIFIERS</b>							
C1	Clarifier Area Overall Isometric View	1					
C2	Clarifier Area Overall Plan View	1					
CP1	Clarifier 1 Modifications		1				
CP2	Clarifier 1 Sections & Details		1				
CP3	Clarifier 3 Modifications		1				
CP4	Clarifier 3 Sections & Details		1				
CP4	Clarifier Launder Cover Plans and Details		1				
CS1	Clarifier 3 Stair Addition	1					
CS2	Clarifier 1 Mechanism Structural Modifications	1					
CS3	Clarifier 3 Mechanism Structural Modifications	1					
CS4	Bridge to Clarifier 3 Plans	1					
CS5	Bridge to Clarifier 3 Sections and Details	1					
<b>SECTION U: UV DISINFECTION, UW SYSTEM &amp; UV/BLOWER BUILDING MODIFICATIONS</b>							
U1	Overall Isometric View	1					
U2	Overall Plan View	1					
UP1	UV Basin Process Isometric		1				
UP2	UV Basin Process Plan		1				
UP3	UV Basin Sections		1				
UP4	UV Basin Details		1				
UP5	Utility Water System Installation Plan, Sections & Details		1				
UA1	UV & Blower Architectural Elevations	1					
UA2	UV & Blower Architectural Elevations	1					
UA3	Architectural Wall Sections	1					
US1	Structural Base Level Plan	1					
US2	Structural Framing Plan	1					
US3	Structural Sections and Details	1					
US4	Structural Sections and Details	1					
<b>SECTION V: VECTOR TRUCK LOADOUT STATION</b>							
V1	Site Demolition			1			
V2	Grading and Drainage			1			
V3	System Plan and Profile			1			
V4	Details			1			
V5	Details			1			
VS1	Structural Sections And Details	1					
<b>SECTION A: AERATION BASIN IMPROVEMENTS</b>							
AP1	Aeration Basins #1 & #2 Diffusers Installation Plan		1				
AP2	Aeration Basins #1 & #2 Diffusers Installation Sections & Details		1				
AP3	Aeration Basins Influent and Effluent Weir Modifications		1				
AP4	Aeration Basins Influent and Effluent Weir Details		1				
AP5	Aeration Basins Distribution Box Covering and Odor Control Piping		1				
AS1	Aeration Basins Influent and Effluent Weir Modifications	1					
AS2	Aeration Basins Influent and Effluent Weir Modifications	1					
AS3	Aeration Basins Influent and Effluent Weir Modifications	1					

EXHIBIT F  
GIG HARBOR WWTP PHASE II UPGRADE  
DRAFT DRAWING INDEX

Sheet Title		Greg	Rick	Jim	Rich	Jon	Todd
		SRC	HRE	CEG	RSE	AIA	BCRA
<b>SECTION D: AERATED DIGESTER IMPROVEMENTS &amp; ODOR SCRUBBER</b>							
D1	Digesters & Odor Scrubber Isometric	1					
D2	Digesters & Odor Scrubber Overall Plan	1					
DP1	Digesters Process Isometric		1				
DP2	Digesters Modifications Plan		1				
DP3	Digester #4 Aeration Bridge & Diffusers Plan & Section		1				
DP4	Digester #1 Modifications Plan		1				
DP5	Digester #1 Modifications Sections & Details		1				
DP6	Digester Modifications Details		1				
DP7	Digester Covers & Ducting Plan		1				
DP8	Digester Covers & Ducting Sections & Details		1				
DP9	Odor Scrubber Plan and Details		1				
DS1	Digester # 1 Plans and Details	1					
DS2	Digester # 4 Plans and Details	1					
DS3	Digester #1 Walkway Modification Plans and Details	1					
DS4	Structural Details	1					
DS5	Odor Scrubber Plan and Details	1					
<b>SECTION V: VACTOR TRUCK LOADOUT STATION</b>							
V1	Site Demolition			1			
V2	Grading and Drainage			1			
V3	System Plan and Profile			1			
V4	Details			1			
V5	Details			1			
VS1	Structural Sections And Details	1					
<b>SECTION L: NEW LAB-OPERATIONS BUILDING</b>							
* L1	Isometric View	1					
* LA1	Code Sheet						1
* LA2	Architectural Site Plan						1
* LA2	Site Plan Details						1
* LA3	Floor Plan						1
* LA4	Enlarged Floor Plan						1
* LA5	Wall Assemblies						1
* LA6	Reflected Ceiling Plan						1
* LA7	Roof Plan						1
* LA8	Roof Details						1
LA9	Exterior Elevations						1
LA10	Building Sections						1
LA11	Wall Sections, Sheet 1						1
LA12	Wall Sections, Sheet 2						1
LA13	Exterior Details, Sheet 1						1
LA14	Exterior Details, Sheet 2						1
LA15	HVAC, Sheet 1						1
LA16	HVAC, Sheet 2						1
LA17	HVAC, Sheet 3						1
* LA18	HVAC, Sheet 4						1
* LS1	Foundation Plan	1					
* LS2	Main Floor Framing Plan	1					
* LS3	Roof Framing Plan	1					
* LS4	Sections and Details	1					
* LS3	Sections and Details	1					
* LM1	Waste Piping Plan						
* LM2	Interior Plumbing & Piping Plan						
* LM3	HVAC Plan						
* LM4	Plumbing Diagrams						
* LM5	HVAC Controls Schematics						
* LM6	Lab / Ops Building Details						
<b>SECTION G: GENERAL</b>							
* GP1	General Process Details		1				
* GP2	General Process Details		1				
* GP3	Pipe Support Details	1					
* GA1	Manufacturers Product & Color, Wall Types						1
* GA2	Room Finish Schedule, Details						1
* GA3	Door and Window Schedule, Details						1
* GA4	Door and Window Details, Sheet 1						1
GA5	Door and Window Details, Sheet 2						1
* GA6	Signage Schedule and Details						1
* GA6	Guardrail Details, Concrete Stairs, Ladder Detail	1					
* GA7	Stair Schedule, Steel Stair Details	1					
* GA8	Grating Schedule, Details	1					
* GA9	Typical Grating Support Details	1					
* GS1	General Structural Notes, Typical Concrete Details	1					
* GS2	Typical Concrete Details	1					
* GS3	Typical Masonry Details, Miscellaneous Details	1					
* GS4	Typical Wood Details	1					

EXHIBIT F  
GIG HARBOR WWTP PHASE II UPGRADE  
DRAFT DRAWING INDEX

Sheet Title	Greg SRC	Rick HRE	Jim CEG	Rich RSE	Jon AIA	Todd BCRA
<b>SECTION E: ELECTRICAL</b>						
E1 Overall Electrical Reference Site Plan, Drawing List				1		
E2 Legend, Electrical Equipment List				1		
E3 Electrical Equipment Schedules				1		
E4 Overall Site Power and Signal Plan				1		
E5 Operations Building Ceiling Electrical Plan West, Notes				1		
E6 Operations Building Ceiling Electrical Plan East, Notes				1		
E7 Operations Building Electrical Plan West, Notes				1		
E8 Operations Building Electrical Plan East, Notes				1		
E9 Expanded Laboratory Electrical Plan, Notes				1		
E10 Parking Area Lighting Plan, Miscellaneous Details				1		
E11 Blower Building & Odor Blower Area Plans, Notes				1		
E12 Blower Building Elevations and Details				1		
E13 Effluent/Utility Water Pumping, U.V. Disinfection Building Plan, Notes				1		
E14 Water Pumping, U.V. Disinfection Building Section, Details				1		
E15 Digester Basin Plan, Notes				1		
E16 Digester Basin Elevations, Details				1		
E17 Clarifier No. 3 Plan, Details				1		
E18 Submittals at 30%, 60%, and 90% Design				1		
E19 Headworks Building Plan & Elevation				1		
E20 Power Distribution One-Line Diagram - Overall Plant				1		
E21 Power One-Line Diagram - Electrical/Pump Building, Clarifier, Inplant PS				1		
E22 Power One-Line Diagram - Blower, Water Pump/U.V. Disinfect., Basins				1		
E23 Power One-Line Diagram - Dewatering/Shop Drawing, Basins				1		
E24 Power One-Line Diagram - Headworks & Thickener Building				1		
E25 Panel Schedules				1		
E26 Overall Plant Signal One-Line Diagram				1		
E27 Signal One-Line Diag. - Odor Blowers, Water Pump/U.V. Disinfect. Bldg				1		
E28 Signal One-Line Diagram - Dewatering, Headworks, Operation Bldg				1		
E29 Inplant Drain Pump Station - Plan, Elevation, Details				1		
E30 Pump/Electrical Building - Power & Signal Plan				1		
E31 Pump/Electrical Building - MCC1 Elevation				1		
E32 Signal One-Line Diagram - Electrical/Pump Building, Clarifier, Inplant PS				1		
ED1 Demo. - Temp. Lab Bldg., Partial Power & Telephone One-Line Diagram				1		
ED2 Demolition - Blower & Effluent Pumping Area Plan				1		
ED3 Demolition - Digester Basins & Clarifier No. 3 Plans				1		
ED4 Demolition - Effluent Pump, Digester, Clarifier Power One-Line Diagram				1		
<b>SECTION P: P&amp;IDs and INSTRUMENTATION &amp; CONTROL</b>						
EIC1 Instrument & Control - Detailed Wiring Diagrams - Sheet 1					1	
EIC2 Instrument & Control - Detailed Wiring Diagrams - Sheet 2					1	
EIC3 Instrument & Control - Detailed Wiring Diagrams - Sheet 3					1	
EIC4 Instrument & Control - Detailed Wiring Diagrams - Sheet 4					1	
EIC5 Instrument & Control - Detailed Wiring Diagrams - Sheet 4 continued					1	
PID1 Instrument & Control - Legend					1	
PID2 Instrument & Control - Communication Block Diagram					1	
PID3 Instrument & Control - Piping & Instrumentation - Sheet 1					1	
PID4 Instrument & Control - Piping & Instrumentation - Sheet 2					1	
PID5 Instrument & Control - Piping & Instrumentation - Sheet 3					1	
PID6 Instrument & Control - Piping & Instrumentation - Sheet 4					1	
PID7 Instrument & Control - Piping & Instrumentation - Sheet 5					1	
PID8 Instrument & Control - Piping & Instrumentation - Sheet 6					1	
PID9 Instrument & Control - Piping & Instrumentation - Sheet 7					1	
PID10 Instrument & Control - Piping & Instrumentation - Sheet 8					1	
PID11 Instrument & Control - Piping & Instrumentation - Sheet 9					1	
PID12 Instrument & Control - Piping & Instrumentation - Sheet 10					1	
PID13 Instrument & Control - Piping & Instrumentation - Sheet 11					1	
PID14 Instrument & Control - Piping & Instrumentation - Sheet 12					1	
PID15 Instrument & Control - Piping & Instrumentation - Sheet 13					1	
PID16 Instrument & Control - Piping & Instrumentation - Sheet 14					1	
Sheet Count by Consultant/Discipline	49	35	19	36	21	29
Total Sheet Count						189

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

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

**RECITALS**

WHEREAS, the City is presently engaged in Wastewater Treatment (WWTP) Facility Project 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 One Hundred Thirty-Three Thousand Two Hundred Twenty-Three Dollars and Twenty-Five Cents (\$133,223.25) 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 31, 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 is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT: Parametrix, Inc.  
ATTN: Susan Devine  
CB Division Manager  
1019 39<sup>th</sup> Avenue, SE, Suite 100  
Puyallup, WA 98374  
(253) 604-6645

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

By: Susan Devine  
Its: Division Manager

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**SCOPE OF SERVICES****City of Gig Harbor  
Wastewater Treatment Plant Phase II****INTRODUCTION**

The City of Gig Harbor (CITY) has planned upgrades to the existing Wastewater Treatment (WWTP) Facility, as outlined by the CITY in the Wastewater Comprehensive Plan and the 2010 Approved Department of Ecology (DOE) Facility Plan. The basis for Phase II Improvements are proposed to expand the WWTP in order to serve the CITY growth within a 20-year planning horizon.

**PROJECT LIMITS AND GENERAL PROJECT DESCRIPTION**

Our understanding of the scope of work from Cosmopolitan Engineering dated July 8, 2013 is PARAMETRIX (PMX) will facilitate the work as an extension of the CITY's staff. The work elements are on a time and materials cost structure in support of permitting, design, bid documents, resolution on behalf of the City of design and permitting issues that could adversely affect the project schedule and costs.

The Design Team Structure/Consultant Roles and Responsibilities for this project are as described in Exhibit C in Cosmopolitan's scope of work. As shown on the Organization Chart in Exhibit C, Parametrix will work in conjunction with the Cosmopolitan Design Team as an extension of the City staff to make sure the project proceeds efficiently and the finished product meets the needs of the City and the requirements of the DOE.

The Phase II WWTP improvements are detailed specifically in Cosmopolitan's scope of work and budget. The major new facility components consisting of the following;

**PHASE 01 – DESIGN PROJECT MANAGEMENT****Task 01 – Project Management Services*****Objective***

PMX Project management will provide coordination between the CITY staff, CITY officials, permitting agencies, funding agencies, sub-consultants, and the design team members. The project manager, Shannon Thompson, shall be an extension of the CITY staff and its officials, the CITY Engineer, and the general public acting as an agent and on behalf of the interests of the CITY. The PMX project manager (PM) and PMX project assistant will work together to move the schedule and team forward in a timely, consistent, and responsive manner—with the primary goal of accomplishing the project goals of content, schedule, and budget.

The PM shall act in a capacity to help facilitate that the best interests of the CITY are being fulfilled at all times.

**SCOPE OF WORK (CONTINUED)*****Approach***

- Update the CITY on a regular basis regarding completion of scope work items, project timeline, budget, and overall project administration.
- Provide Quality Assurance and alignment with the CITY's overall project goals.
- Coordinate with Project CITY staff, Project staff, and sub-consultants.
- Anticipate and resolve issues and report results to the CITY Engineer.
- Prepare and coordinate an issues list to assist with decision making and communication.
- Provide solutions to issues and make recommendations to the CITY for its decision.
- Attend bi-weekly meetings with the CITY to discuss status of the project.
- PMX will assist with bidding assistance to assist the CITY and respond to bidding questions and design interpretation.
- PMX PM will assist the CITY to oversee their project consultants and sub-consultants work, as well as ensuring timely submittal of all work products.
- PM will attend other meetings on a routine basis as requested by the CITY Engineer.
- PM will assist the CITY with meeting milestone dates as shown in the design teams' project schedule.
- PM will assist the City in coordinating and reviewing the deliverables completed by Cosmopolitan Engineering.

***Assumptions***

Project timeline will be developed and followed as described by tasks herein.

***Deliverables***

The PM will provide monthly progress letters and invoice descriptions that clearly identify tasks and items completed for the month prior, as well as a schedule update to reflect progress within the project timeline. These invoices will include expenses, hours worked by personnel, and direct costs associated with sub-consultants. The progress letters will also detail any out of scope requests or budget/schedule issues. PM will track available and expensed budget and provide monthly report expenditure, actual versus available budget graph in the format acceptable to the City. The deliverables for this task include:

- Monthly Reports expenditure actual versus available budget graph and timeline.
- Meeting attendance.
- Monthly invoices and progress reports that will provide remaining fund balance and percent complete.
- Routine correspondence.
- Issues list summarizing outstanding action items and those responsible for completion of those items.

**SCOPE OF WORK (CONTINUED)****Task 2 – Bidding Assistance*****Objective***

To assist the CITY during the bidding and award of the pre-construction phase of the project.

***Approach***

Working in conjunction with the CITY, the following services will be provided:

- Assist CITY in contract award process.
- Attend pre-construction meeting with CITY staff and the Contractor.
- Assist the City to review and respond to questions that arise from potential bidders.
- The design team and all addendas (if needed).

***Assumptions***

- Consultant will lead all pre-bid mandatory/non-mandatory meetings.

***Deliverables***

- Review and provide responses to any pre-bid questions.
- Addenda (if needed).

**PHASE 02 – DESIGN SURVEY*****Objective***

To provide a topographic base map of existing conditions and improvements for use in design of a new building, as well as provide as-built information for the WWTP facility.

***Assumptions***

Boundary lines will be shown based upon record information as provided by the City of Gig Harbor.

Horizontal and vertical control shall be per City of Gig Harbor Municipal Code 12.06.070 (H) which is defined as Washington State Plane Coordinate System NAD 1983 HARN South Zone (FIPS 4602) in U.S. feet and for vertical datum NGVD 29. This is subject to an established horizontal and vertical control network, if available, and provided by the City of Gig Harbor. Measured values will be compared to published values as a check and confirmation of control. PARAMETRIX will provide (one time only) two inter-visible control points within close proximity of the subject site. These control points will be used as a base line for construction of improvements.

**Task 1 – Topographic Survey*****Conventional Mapping***



## SCOPE OF WORK (CONTINUED)

PARAMETRIX surveyors will map in and around the existing maintenance buildings, gravel parking lot, and office/lab complex located along the northerly portion of the site. Ground shots will be gathered along the northerly top of the slope. Knowing that the Operations and Garage buildings will be razed, surveyors will provide limited measurements within the basement area of most easterly structure. Mapping of improvements and ground features will continue along the westerly side of the site up to an existing fence. Limited mapping of the newly constructed buildings and wastewater facility will be performed to provide clarity and to allow contours to be generated across the site. More detailed mapping will be performed in and around the blower room building providing elevations along the base of the structure, as well as top of roof.

### *Optional 3D Scanning*

To provide the CITY with a detailed drawing of as-built conditions for use in designing covers, cat walks, stairwells and other improvements to the chlorine contact chambers, diffusers, and clarifiers.

PARAMETRIX proposes to use a High Definition 3D Scanner to map this area. The Scanner would provide a safe and accurate means of gathering data in areas that present challenging conditions. Although millions of data points will be gathered during the scanning of the area, only a portion of these points will be used in defining the limits of the improvements. However, if at any time in the future the CITY needs additional information (and conditions have not changed) data can be extracted from the point cloud and placed in the drawing without returning to the site.

### *Deliverable*

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

- Provide a topographic base map in Auto CAD Civil 3D release 2013.

## **PHASE 04 – MANAGEMENT RESERVE FUND**

Additional work and the use of the Management Reserve Funds (MRF) will be at the direction of the CITY but only to the extent of the available funds. Additional work may include work items listed above as excluded work and/or additional work due to unexpected project scope or delays or contract extensions. Additional work done by PARAMETRIX will be done at the same rates and costs approved for this project.

The estimated fees provided were determined on a cost plus time and material basis and will not be exceeded without written authorization by the CITY. A detailed breakdown of costs is provided in the attached.

### **REIMBURSABLES**

Reimbursable expenses will include:

- Fees for reprographics services, postage and mailing, sub-consultant/vendor services;

**SCOPE OF WORK (CONTINUED)**

- Mileage at the current IRS rate, recording fees; and

**ASSUMPTIONS AND CONDITIONS**

1. The Scope of Services and associated fee schedule for Project Management is based on a time and materials not to exceed budget (see estimated effort attached). Work beyond the approved budget will not be exceeded without written authorization by the CITY. A detailed breakdown of costs is provided in the attached. The CITY and PARAMETRIX will work closely to optimize this additional-required level of effort by PARAMETRIX.

# Exhibit A

Client: City of Gig Harbor  
 Project: GH WWTP Phase 2  
 Project No: 12-0773

PMX Budget Dated: July 02, 2013					James R. Dugan Sr Consultant	Shannon D. Thompson Sr Construction Mgr	Shannon E. Ihlen Sr Project Control Specialist	Robert D. Kugen Designer III	Corp Finance Project Accountant	Puyallup Wordprocessing	David A. Ironmonger Survey Supervisor	Scott D. Spees Surveyor III	Robert J. Spiers Surveyor II	Jay M. Munro Surveyor II	Sean Ripley Surveyor III	
Phase	Task	Description	Labor Dollars	Labor Hours	Expenses	\$155.00	\$145.00	\$95.00	\$130.00	\$95.00	\$80.00	\$135.00	\$95.00	\$85.00	\$85.00	\$125.00
01		Design Project Management	\$103,405.00		\$1,477.00											
	01	PM Services	\$94,085.00	753	\$1,477.00	20	433	260		20	20					
	02	Bidding Assistance	\$9,320.00	78	\$0.00		40	30		2	6					
02		Design Survey	\$10,620.00		\$2,721.25											
		Topographic Survey	\$1,800.00	20	\$0.00							10	10			
		Conventional Mapping	\$1,800.00	20	\$0.00							10	10			
		Process Data prepare base map	\$1,900.00	20	\$270.63						4				16	
		Opt 3D scanning	\$5,120.00	48	\$2,450.62						4	4	4		16	20
04		Management Reserve Fund	\$15,000.00	0	\$0.00											
<b>Totals:</b>			\$129,025.00		\$4,198.25	20	473	290	0	22	26	8	24	24	32	20
<b>Project Totals:</b>			\$133,223.25													
						\$3,100.00	\$68,585.00	\$27,550.00	\$0.00	\$2,090.00	\$2,080.00	\$1,080.00	\$2,280.00	\$2,040.00	\$2,720.00	\$2,500.00
																\$114,025.00

Phase 1 - Design Services Total	\$118,223.25
Labor	\$114,025.00
Expenses	\$4,198.25
Management Reserve	\$15,000.00
<b>Grand Total</b>	<b>\$133,223.25</b>

**Assumptions:**

As described in the Parametrix Scope of Work, all Parametrix work (Design Phase) is time and material. The hours indicated above reflect a mutual agreement of labor hours estimate per task and per person. If the work required is in excess of the hours indicated, a Contract Amendment for additional hours will be required.

**Design Support:**

- (1) Design Phase duration is based on 10 Months = 43.3 Weeks.
- (2) Shannon Thompson at 10 hours a week = 433 hours
- (3) Shannon Ihlen at 6 hours a week = 260 hours
- (4) Jim Dugan at 2 hours per month = 20 hours.
- (5) Expenses are for Survey Equipment and misc project expenses (i.e., mileage, printing).



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

**Subject: Amendments to Peddler's License Ordinance to Include Non-Profits**

**Dept. Origin: Administration**

**Proposed Council Action:**

**Prepared by:** Molly Towslee, City Clerk *MT*

Consider the Ordinance and move forward for adoption at second reading.

**For Agenda of:** July 8, 2013

**Exhibit:** Draft Ordinance

Initial &  
Date

**Concurred by Mayor:**

*CLH 7/1/13*

**Approved by City Administrator:**

*R 7/1/13*

**Approved as to form by City Atty:**

*W-mil 7/1*

**Approved by Finance Director:**

\_\_\_\_\_

**Approved by Department Head:**

\_\_\_\_\_

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$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 Angela Belbeck and 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.

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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; 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 a member of a charitable organization under Chapter 19.09 RCW (whether registered with the secretary of state or not), political organization, religious or nonprofit organization or corporation which has received tax exempt status under 26 USC Section 501(c)(3) or other similar civic, charitable, political, or nonprofit organizations 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 \_\_\_\_ day of July, 2013.

APPROVED:

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE



APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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FILED WITH THE CITY CLERK: 07/01/13  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



Subject: Public Hearing and First Reading of Ordinance – Model Homes.

Proposed Council Action:

Hold Public Hearing and review ordinance

Dept. Origin: Planning Department

Prepared by: Dennis Troy Associate Planner

For Agenda of: July 8, 2013

Exhibits: 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:

Handwritten signatures and dates: 2/4 7/1/13, 2 7/1/13, APPROVED PER ENLAD 6/25/2013, N/A, JK 6/25/13

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

Model homes can be best described as "homes that demonstrate a variety of housing designs together with all associated on-site improvements" (i.e., landscaping, improved driveways, patios, etc.).

The City of Gig Harbor currently does not have an administrative process to address "Model Homes". As the City continues to grow and more preliminary and final plats are approved there is an increasing need to address this item.

Model homes are currently addressed through development agreements between the City and private property owners prior to preliminary plat approval. These development agreements take hours to draft (usually by attorneys) and are costly to both parties involved.

The goal in creating the Model Homes Ordinance is to: 1) Eliminate time and costly fees associated with drafting and adopting Development Agreements; 2) Provide an approach to approval of model homes prior to approval of preliminary plats; and 3) Provide an option for approved plats to have a process to build model homes on site post preliminary plat approval.

**BOARD OR COMMITTEE RECOMMENDATION**

Planning and Building Committee of the City Council discussed the issue at their May 6<sup>th</sup> meeting where it was agreed upon that the route of direct consideration was an appropriate approach for the model homes ordinance. The Planning Commission had no objection to the direct consideration process,

**RECOMMENDATION / MOTION**

Hold public hearing and review ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ADOPTING REGULATIONS ALLOWING FOR MODEL HOMES ON EXISTING AND PROPOSED PRELIMINARY PLATS PRIOR TO FINAL PLAT APPROVAL; PROVIDING LIMITED EXTENSIONS OF PLAT APPROVALS CONSISTENT WITH STATE LAW; ADDING NEW SECTIONS 16.01.045 and 16.05.007 AND AMENDING SECTIONS 16.06.003 and 16.06.006 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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**WHEREAS**, model homes are homes that demonstrate a variety of housing designs together with all associated on-site improvements; and

**WHEREAS**, the City of Gig Harbor currently addresses allowance of model homes through development agreements prior to preliminary plat approval; and

**WHEREAS**, the Gig Harbor municipal code, through development agreements, limits these model homes to the PCD, DB and WC zoning districts; and

**WHEREAS**, the drafting of development agreements for model homes are costly to the applicant and time consuming for staff; and

**WHEREAS**, The City of Gig Harbor does not have an administrative process for existing and proposed preliminary plat applicants to incorporate model homes into their projects without the use of development agreements; and

**WHEREAS**, the City currently has 20-plus approved and in-process preliminary plats; and

**WHEREAS**, City staff met with the Planning and Building Committee of the City Council on May 6, 2013 to discuss incorporating model homes into the Gig Harbor Municipal Code; and

**WHEREAS**, the Planning and Building Committee of the City Council directed staff to draft an ordinance and zoning code amendment addressing model homes and present to City Council for direct consideration; and

**WHEREAS**, under Chapter 16, Laws of 2013, the Washington State Legislature provided for limited extensions relating to plat approvals, and the City Council desires to

amend sections 16.06.003 and 16.06.006 of the Gig Harbor Municipal Code to comply with the new requirements; and

**WHEREAS**, the proposed amendments were forwarded to the Washington State Department of Commerce on June 10, 2013, pursuant to RCW 36.70A.106; and

**WHEREAS**, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for this interim ordinance on June 26<sup>th</sup>, 2013; and

**WHEREAS**, the Gig Harbor City Council considered the ordinance at first reading and public hearing on July 8, 2013; and

**WHEREAS**, on \_\_\_\_\_, 2013, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 16.01 in the Definitions chapter of the Gig Harbor Municipal Code is hereby established, to read as follows:

**16.01.045 Model Homes.**

“Model Homes” are constructed homes that demonstrate a variety of housing designs together with all required on-site improvements (i.e., landscaping, improved driveways, patios, sewer and water infrastructure, etc). Model homes that provide for an office use, i.e., sales facility, shall meet the requirements of office/commercial use in the building plans.

Section 2. Section 16.05.007 in the Preliminary Plats chapter of the Gig Harbor Municipal Code is hereby established, to read as follows:

**16.05.007 Model Homes**

A. Eligibility. Any applicant who has received preliminary plat approval may apply for building permits for model homes, up to the number authorized under GHMC 16.05.007(C). Prior to the issuance of model home permit(s), the applicant must demonstrate that the following criteria are met:

1. The applicant has submitted and received all required permits and approvals required of the preliminary plat approval; and
2. All required retention and detention facilities necessary for the areas of the subdivision serving the model homes are in place and functional, and in accordance with the Civil Permit approved by the City of Gig Harbor; and
3. All critical areas upon or immediately adjacent to the areas of the subdivision serving the model home(s) have been protected or mitigated, in accordance with adopted critical areas regulations and preliminary plat approval; and

4. The model home(s) shall meet the access and fire protection requirements of Title 15 GHMC; and

5. All areas of the subdivision serving the model home(s) have installed frontage improvements including, but not limited to curb, gutter and sidewalk, street illumination, and landscaping as required by the preliminary plat approval or this code; and

6. All proposed streets serving the model homes shall be adequately marked with street signs conforming to the current MUTCD standards; and

7. Water and sewer conveyance systems are installed to each lot proposed for model homes, in accordance with the approved Civil Permit; and

8. Lot property corners of all lots proposed to be used for the model home complex have been set by a licensed, professional land surveyor in accordance with the preliminary plat lot configuration; and

9. All impact fees for model homes shall be paid prior to issuance of a building permit for the model homes; and

10. Fire protection features including access, hydrants, and fire flow must be provided in accordance with GHMC Title 15 and the approved civil plans prior to any combustible construction on any lot within the development. Such fire protection may be installed in a phased manner provided that they are in place and approved as prescribed by code for each individual parcel within the plat prior to issuance of a building permit for said parcel; and

11. Any model home utilized as an office space shall meet all applicable requirements for such use as provided for in Title 15 GHMC.

**B. Application Process.** In addition to the application requirements for a building permit, the following additional information for a model home shall be included:

1. The applicant shall have written authorization from the property owner permitting the model home(s) if the applicant is other than the owner of the approved preliminary plat; and

2. Title report current within the last thirty days; and

3. Name of approved preliminary plat as well as the proposed name of the final plat (if different); and

4. Date of preliminary plat approval; and

5. Date of preliminary plat expiration; and

6. Copy of Hearing Examiner decision approving the preliminary plat; and

7. Overall site plan showing the preliminary plat, including phases (if applicable) and the location of all proposed model homes; and

8. Individual site plan showing the location of the model home(s) in relation to the property lines and setbacks consistent with the preliminary plat approval; and

9. A statement from the applicant in which the applicant acknowledges that construction of any model home is at applicant's own risk and agrees to indemnify and hold harmless the City, its elected and appointed officials, employees, agents, and representatives from any and all claims related to the model homes, including but not limited to any costs of removal of such buildings and portions not in compliance with the final plat approval.

C. Number of Model Homes per plat. The number of allowed model homes varies per plat. Approved preliminary plats are allowed to have model homes as follows:

1. Plats with 5-19 lots may have one model home;
2. Plats with 20-50 lots may have up to 10% of the lots be model homes;
3. Plats with 51-99 lots may have no more than five model homes;
4. Plats with more than 100 lots may have up to 10% of the lots for model homes;
5. Percentages of model homes shall not be rounded up; and
6. In plats where there are multiple builders, no builder shall occupy all model home sites.

E. Certificate of Occupancy. Certificate of Occupancy shall not be granted for any of the model homes until the final plat has been recorded. However, the applicant may request final inspection and temporary occupancy for model homes prior to final plat recording, provided:

1. The owner and homebuilder have complied with applicable state law with regard to any agreements to transfer, sell or lease property within the preliminary plat prior to final plat recording; and
2. All Building and Fire Safety requirements have been met to the satisfaction of the City's Building Official and Fire Marshal; and
3. Driveway approaches for each model home requesting occupancy have been installed; and
4. Repairs to the roadway improvements have been completed as necessary due to damage as a result of model home construction; and
5. Miscellaneous utility work as necessary to minimize potential for damage to vehicles or tripping hazards has been completed; and
6. Miscellaneous work to provide access for maintenance or operation of underground utilities has been completed; and
7. No model home shall be occupied for residential use prior to recording of the final plat. No model home shall be sold, leased, rented or otherwise transferred in ownership until the final plat is recorded, unless the property interest is transferred in conjunction with a transfer in interest of the plat as a whole; and
8. The hours of operation for the model home(s) can only be between the hours of 6:00am to 9:00pm; and
9. The City's Building/Fire Safety Department and Public Works Department have verified all water (where served by City of Gig Harbor Water Department) and sewer connections are connected and installed in accordance with the approved Civil Permit.

Section 3. Section 16.06.003 in the Final Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**16.06.003 Time frame for submission of final plat.<sup>1</sup>**

A. For preliminary plats approved on or after January 1, 2008 and through December 31, 2014. A final plat meeting all requirements of Chapter 58.17 RCW

and this title shall be submitted to the city for approval within seven years of the date of preliminary plat approval.

B. For preliminary plats approved on or after January 1, 2015. A final plat meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the city for approval within five years of the date of preliminary plat approval.

C. For preliminary plats approved on or before December 31, 2007. A final plat meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the city for approval within ~~nine~~ ten years of the date of preliminary plat approval, unless the plat is subject to the requirements adopted under Chapter 90.58 RCW. For plats subject to Chapter 90.58 RCW, subsection A of this section applies.

D. Extensions. An applicant may submit an application to the city at least 30 days prior to the expiration of the preliminary plat approval for a one-time extension of one year. Such extensions may be granted by the city only if:

1. The applicant agrees to construct the development in conformance with the zoning, design review, subdivision, public works standards and other development regulations in place at the time of the application for an extension; and

2. The applicant provides its consent to allow any agency providing a recommendation under RCW 58.17.150 to reconsider and modify its recommendation, and after such reconsideration, each recommendation is unchanged and supports such extension.

Section 4. Section 16.06.006 in the Final Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**16.06.006 Effect of final plat approval.<sup>2</sup>**

A. For final plats filed for record with the county auditor on or after January 1, 2008 and through December 31, 2014. Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of seven years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

B. For final plats filed for record with the county auditor on or after January 1, 2015. Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of five years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

C. For final plats filed for record with the county auditor on or before December 31, 2007 and not subject to Chapter 90.58 RCW. Any lots in a final



plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of ~~nine~~ ten years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of nine years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

D. For final plats subject to Chapter 90.58 RCW and filed for record on or before December 31, 2007, subsection A of this section applies.

Section 5. The code reviser is hereby directed to update the footnotes for GHMC 16.06.003 and 16.06.006 for consistency with ordinance.

Section 6. Retroactive Application. The provisions of Sections 5 and 7 amending GHMC 16.06.003 and 16.06.006 shall be effective retroactively to July 28, 2013.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_\_\_ day of \_\_\_\_\_ 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

\_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



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

**Subject:** Public Hearing and First Reading -  
Downtown Building Size and Height  
Amendments

**Proposed Council Action:** Hold public hearing  
and review ordinance.

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester, *JK*  
Planning Director

**For Agenda of:** July 8, 2013

**Exhibit:** Draft Ordinance, Planning  
Commission Recommendation  
Packet, Written Public Hearing  
Comments

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

Initial &  
Date

*CLH 7/3/13*  
*R 7-2-13*  
*email 6/28/13*  
*N/A*  
*JK 7/2/13*

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

In early 2012, the City Council directed the Planning Commission to *Review and Identify Codes that inhibit the preservation of character-defining historic buildings in the downtown.* This effort was the first step in the downtown preservation planning effort instituted by the Mayor and Council.

The following potential amendments specific to this task were identified:

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.)
2. Allow increased floor area within an existing building's envelope (mezzanines, etc).
3. Provide building size allowances to eligible or listed historic buildings in the View Basin if the front façade is preserved.
4. Consider height increase allowances for buildings in the View Basin (up to 2 stories).
5. Consider incentives for first floor retail/restaurant.

The Planning Commission began review of these amendments in June of 2012. Over the course of the last year, the PC participated the Harbor Vision town hall meetings; conducted a walking tour of downtown; and, held 16 work-study sessions, an open house and three public hearings.

The draft ordinance encompasses four amendments recommended by the Planning Commission after their review and consideration of the Council's request:

**Proposed Downtown Building Size and Height Amendments:** The following amendments would apply to the Downtown Business (DB) zoning district and the Waterfront Commercial (WC) zoning district that abuts the DB district

- A. **Additional Interior Gross Floor Area:** For existing buildings, additional gross floor area could be added above the maximum allowed by the zoning district provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications are allowed provided they do not exceed the maximum building height allowed in the underlying zone.
- B. **Remodeling and Rebuilding Nonconforming Buildings:** Nonconforming buildings can be remodeled or torn down and rebuilt to the same or smaller configuration. Non-historic registry eligible buildings must meet the Design Manual requirements. All work on historic registry eligible or registered nonconforming buildings must meet specific Design Manual requirements for historic structures.
- C. **Two-Story Building Allowance:** Increase the maximum building height in the City's downtown area in order to allow flat-roof, two-story buildings in the City's downtown. All buildings would be allowed to be 27 feet high as measured from the building footprint at the uphill and downhill facades.

**Proposed Waterfront Residential Amendments:**

- D. For residential buildings in waterfront zones, the 18-foot uphill height limit measurement point would move from the building setback line to the property line abutting the street ROW. In addition the front yard setback would reduce to 6 feet for the porch, 12 feet for the house and 18 feet for the garage.

The Planning Commission feels these code amendments fit within the existing character of downtown, the existing comprehensive plan policies and existing regulatory framework. Furthermore, the proposed amendments provide additional flexibility to allow for the revitalization of downtown while maintaining its character.

At the joint City Council and Planning Commission meeting held on June 3<sup>rd</sup> to discuss these recommendations, the Council asked the Planning Commission to consider when building permits for remodeling/rebuilding should be submitted in order to utilize the specific provisions of Item A above. At their June 6<sup>th</sup> meeting, the Planning Commission decided that to be consistent with "acts of nature" based rebuilds, building permits must be submitted within 12 months of damage.

Since the final recommendation, the City Attorney has reviewed the ordinance. She recommended minor language changes which have been incorporated into the enclosed ordinance; all of which are consistent with the intent of the recommendations.

## **FISCAL CONSIDERATION**

None

## **BOARD OR COMMITTEE RECOMMENDATION**

Please see enclosed Planning Commission Recommendation Packet for formal recommendation notices. Minutes from the Planning Commission meetings can be found on the City's webpage; see enclosed list and web address.

**RECOMMENDATION/MOTION**

Hold public hearing and review ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; ALLOWING INTERIOR ONLY GROSS FLOOR AREA ADDITIONS TO EXISTING BUILDINGS ABOVE GROSS FLOOR AREA MAXIMUMS AND ALLOWING NONCONFORMING BUILDINGS TO BE REMODELED OR REBUILT TO THE SAME OR SMALLER ENVELOPE IN THE DOWNTOWN BUSINESS DISTRICT (DB) AND THE WATERFRONT COMMERCIAL (WC) DISTRICT ABUTTING DB; REDUCING THE FRONT YARD SETBACKS AND MOVING THE HEIGHT MEASUREMENT POINT TO THE RIGHT-OF-WAY FOR RESIDENTIAL BUILDINGS IN THE WATERFRONT ZONES; ALLOWING BUILDINGS IN THE DB AND ABUTTING WC DISTRICTS TO BE 27-FEET HIGH AS MEASURED FROM NATURAL AND FINISHED GRADE AT THE BUILDING FOOTPRINT WITH STEPPED-DOWN ROOFS ON SLOPED LOTS; AMENDING SECTIONS 17.31.075, 17.50.040, 17.68.040, 17.99.320 AND 17.99.510 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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WHEREAS, in March 2012, the City Council directed the Planning Commission to review and identify Codes that inhibit the preservation of character-defining historic buildings in the downtown as part of the downtown preservation and revitalization planning effort; and

WHEREAS, beginning in 2012, the Planning Commission began reviewing potential amendments, conducted a walk tour of downtown Gig Harbor and participated in two town hall meetings focused on the vision for downtown; and

WHEREAS, on December 10<sup>th</sup>, 2012, the City Council adopted Resolution No. 920, The Harbor Vision Statement for the downtown area; and,

WHEREAS, over the course of eleven months, the Planning Commission held 16 work-study sessions and one open house on a series of potential amendments for the downtown; and,

WHEREAS, on December 6, 2012, the Planning Commission held a public hearing on two potential amendments related to downtown building size; and

WHEREAS, after considering public comment on the proposed downtown building size amendments, the Planning Commission made a formal recommendation on January 17, 2013 to amend downtown building size regulations to allow interior gross floor area additions and allow buildings to be torn down and rebuilt to the existing building envelopes; and

WHEREAS, on March 21, 2013, the Planning Commission held a public hearing on a proposal to increase the building height in the downtown area. After considering

public testimony, the commission recommended on May 2, 2013 to increase in maximum building height; and

WHEREAS, on April 11, 2013, the Planning Commission held a public hearing on a proposal to decrease the front setbacks and change the height measurement point for residential uses in the waterfront zones. After considering public testimony, the commission approval of such amendments on May 2, 2013; and

WHEREAS, On June 3, 2013, the City Council held a joint meeting with the Planning Commission to review the recommended amendments; and

WHEREAS, at the direction of Council at joint meeting, the Planning Commission recommended additional language be added to require that building permits for remodels or rebuilds of any nonconforming building be submitted within 12 month of removal/damage in order to be consistent with existing requirements for “acts of nature” based rebuilds; and

WHEREAS, the Council finds that the amendments would aid in preserving the downtown character and scale; and

WHEREAS, the amendments are consistent with the Harbor Vision and the majority of the comments heard at the open house and public hearing for these amendments; and

WHEREAS, the Council finds the building size and building height amendments should be limited to the Downtown Business (DB) district and the Waterfront Commercial (WC) district abutting the DB as those are the generally accepted “downtown” area and have the highest concentration of existing multi-story buildings; and

WHEREAS, the Council finds that no additional parking should be required for interior additions and remodels/rebuilds allowed by these amendments as requiring additional parking may not be possible given the land constraints downtown and would therefore limit the usefulness of the amendments; and

WHEREAS, the existing regulations for building height allow between 16 and 27 foot high buildings depending on topography and roof type which does not allow the construction of a flat two-story building that meets modern construction techniques and the requirements for ADA access and HVAC systems; and

WHEREAS, there are a considerable number of existing buildings in the downtown core which are two or more stories and exceed the existing height limits; and

WHEREAS, two-story buildings that meet the new height limits and the requirements of the Design Manual will provide an appropriate human-scaled architecture for pedestrians on the sidewalk and provide the opportunity for mixed use buildings; and

WHEREAS, after discussions with architects on the Design Review Board and the City's Building Official/Fire Marshal, it was determined that 27 feet was the appropriate height limitation in order to allow two-story flat-roofed buildings using modern construction techniques, providing ADA access and screening HVAC systems on a roof; and

WHEREAS, the current height measurement location for residential buildings on the waterside of Harborview and North Harborview Drive has led to new homes being significantly lower than historic homes as viewed from the street. The current front yard setback provisions do not allow for the retention of the historic residential character of that streetscape; and

WHEREAS, nonresidential buildings along the Harborview and North Harborview frontages must be located within 10 feet of Harborview and North Harborview Drive and the maximum height can be measured at the property line along the right-of-way; and

WHEREAS, the new Shoreline Master Program is expected to require a setback from the ordinary high water mark, the smallest of which is 35 feet, thereby reducing the buildable area of a lot along the water. The proposed decrease in front yard setbacks will help mitigate that impact to the buildable area of the lot; and

WHEREAS, decreasing the front yard setbacks and height measurement point for residential uses in waterfront zones will make the residential requirements more consistent with the nonresidential buildings in the same zones; and

WHEREAS, the proposed text amendments are consistent with the following goals and policies in the Comprehensive Plan:

**GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT; and**

**3.6.1. Maintain a small town scale for structures.**

*New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures; and*

**3.6.2. Identify an appropriate form for structures.**

*New structures should be characterized by interesting forms and roof lines. Boxy, single-mass buildings should be discouraged except as may be appropriate in a downtown streetscape; and*

**GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.** *The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level; and*

**3.7.2. Encourage mixed-use structures.**



*Mixing uses within a structure enhances the ability to give interesting form and character to a building. For example, allowing residential units above retail shops encourages designs more common to a village or small town setting while providing another housing opportunity for local merchants or retirees with limited transportation; and*

**GOAL 3.15 IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE; and**

**GOAL 3.18 TO PRESERVE THE CHARACTER OF THOSE SITES OR DISTRICTS WHICH REFLECT THE STYLE OF GIG HARBOR'S HISTORICAL DEVELOPMENT; and**

**3.18.2. Develop guidelines which promote compatible development within designated areas.**

*Guidelines should specify building forms, styles, and motifs appropriate for Gig Harbor's historic areas; and*

**3.17.1. Encourage retention and adaptive reuse of older buildings with the following types of incentives:** (a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures; and

**6.2.2. Property revitalization** Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on November 20, 2012 and April 26, 2013, pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the amendments allowing interior floor area additions and remodels/rebuilds on January 19, 2012; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the amendments allowing 27-foot high buildings in the DB and abutting WC zones and the amendments reducing the front setbacks and height measurement point for residential uses on May 29, 2013; and

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

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

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

Section 1. Section 17.31.075 in the Downtown Business District (DB) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.31.075 Maximum gross floor area.**

A. Except as provided for in subsection B, in the DB district, the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a nonpenetrated fire wall as defined in the International Fire Code except that a single six-foot opening in the fire wall separating structures is permissible; provided, that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site).

B. For structures existing as of the effective date this ordinance, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed in subsection A provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

Section 2. Subsection 17.50.040(I) in the Waterfront Commercial (WC) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.50.040 Development standards.**

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density		4 dwelling units per acre	
I. Maximum footprint/ gross	3,000 square feet max. gross floor	3,000 square feet max. footprint/ 6,000	3,000 square feet max. footprint/ 6,000 square

floor area <sup>4,5</sup>	area per structure	square feet gross floor area per structure	feet gross floor area per structure
J. Separation between structures <sup>3</sup>	20'	20'	20'

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

<sup>3</sup>Separation between structures is not required upon lots or parcels within the Finholm Market portion of the WC district which contain multiple structures and/or which abut the DB (downtown business) district.

<sup>4</sup>Historic net sheds as defined in GHMC 17.04.615 shall be excluded from the maximum gross floor area requirements.

<sup>5</sup>For structures existing as of the effective date this ordinance and located in the portion of the WC district which abuts the DB district, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

\* \* \*

Section 3. Section 17.68.040 in the Nonconformities chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.68.040 Nonconforming structures.**

When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other requirements concerning the structure, such structure may be continued as a nonconforming structure so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered or remodeled in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered or remodeled to decrease its nonconformity;

B. A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than 12 consecutive months. Any such structure that is unintentionally destroyed shall be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall

comply with all other applicable codes to the maximum extent possible.  
“Discontinued” is defined in GHMC 17.68.038;

C. Except as provided for in subsection E of this section, aAny such nonconforming structure or nonconforming portion of a structure that is intentionally damaged or intentionally altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or altered, provided the alterations and/or damage is valued at less than 50 percent of the replacement value of the structure as determined by the square foot construction cost table in the city’s fee schedule. Building permits for the R reconstruction shall occur be submitted within one year of the time of intentional damage or alteration and shall remain active or not at all reconstruction will not be allowed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. Interior-only remodels which do not increase a structure’s nonconformity shall not count towards the replacement cost as it relates to this section; and

D. Except as provided for in subsection E of this section, wWhen a structure has a nonconforming structure status, the intentional removal, intentional damage, or intentional alteration of the structure shall eliminate the nonconforming status. Upon the elimination of the nonconforming status, the structure shall be brought into conformity with the existing code or shall be removed. “Intentional removal, intentional damage, or intentional alteration” for the purposes of this subsection is defined as damage and/or alterations valued at more than 50 percent of the replacement value of the structure at the time of damage and/or alterations, over the lifetime of the structure, as determined by the square foot construction cost table in the city’s fee schedule.

E. Downtown Nonconforming Structures. Intentional removal or alteration of structures with a nonconforming structure status in the DB zoning district and the WC zoning district abutting the DB zoning district shall be subject to the following provisions:

1. Any such nonconforming structure or nonconforming portion of a structure that is intentionally removed or altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was removed or altered. Building permits for the reconstruction shall be submitted within one year of the time of intentional removal or alteration and shall remain active or reconstruction will not be allowed. The reconstruction shall comply with all applicable building codes in force at the time of replacement; and

2. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible; and

3. The reconstruction of structures with a nonconforming structure status which are on a local, state or national historic registry or are eligible for such registries shall meet the requirements of GHMC 17.99.580 regardless of when the structure was built.

Section 4. Subsection 17.99.320(A) in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**A. Conform to residential setback requirements.**

1. FRONT SETBACK MINIMUM House – 20 feet; in Waterfront Zones – 12 feet  
Garage – 26 feet; in Waterfront Zones – 18  
feet  
Porches – 12 feet; in Waterfront Zones – 6 feet

2. SIDE SETBACK/VIEW CORRIDOR MINIMUM\*\*

a. For site with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

i. The total of the required side yard setback/view corridor shall be provided adjacent and parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all sides; or

ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-foot wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

c. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

3. REAR SETBACK MINIMUM\*\* – As defined for each underlying zone in the Gig Harbor Municipal Code, or 25 feet, whichever is less.

4. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

\*\* See additional setback provisions in subsection C of this section.

\* \* \*

Section 5. Subsections 17.99.510(A) and (B), Building massing and height – Historic District, in the Design Manual chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

**A. Incorporate characteristic roof lines and massing into residential structures.**

Historic structures in Gig Harbor are characterized by similar roof lines and massing. All residential structures within the historic district must meet the following criteria:

**1. MINIMUM ROOF PITCH.**

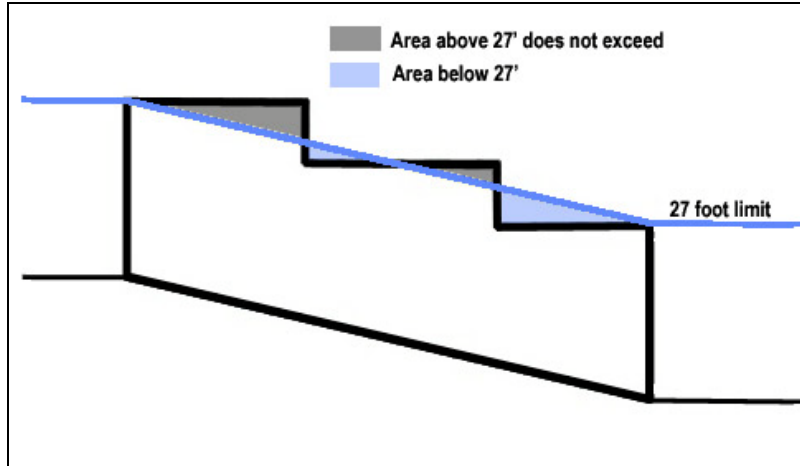
Roof pitches shall be minimum 6/12 and maximum 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portion on a saltbox-style structure, and (d) steeples, bell towers, and similar accentuated structures.

**2. MAXIMUM HEIGHT – DB ZONE and PORTION OF THE WC ZONE ABUTTING THE DB ZONE.**

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in Figure A below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

**FIGURE A**



**2. 3. MAXIMUM HEIGHT – ALL OTHER ZONES.**

Each residential lot is allowed a building height of up to 18 feet from any point within the buildable area and within 50 feet of the building's footprint; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. In applicable waterfront zones (WR, WM and WC), the point at which the 18-foot maximum is measured may be at the highest point within the lot along the street right-of-way. Additionally, one BASIC STRUCTURE measuring 25 feet wide by 40 feet deep by 27 feet high may be incorporated into the building design based upon the following criteria:

- a. The height of the basic structure shall be measured from the lowest elevation point at the setback lines. Height shall be measured from natural grade.
- b. The ridge of the basic structure shall be perpendicular to the shoreline or "point" to a significant view.
- c. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge unless it is within the underlying 18-foot height envelope.
- d. The minimum roof pitch is 8/12. Equal pitches are used on the remaining portion of the house.
- e. A full-width front porch shall be included on the front side of the basic structure unit and windows on the entire structure shall be true-divided light windows if a grid pattern is desired.
- f. All other setback and height requirements are complied with.

**[Note: Retain graphic at this location]**

**3.4. INTERSECTING GABLES OR DORMERS.**

- a. To avoid expansive roof planes, fascia boards may not exceed 35 feet in length without an intersecting gable, dormer or similar architectural element incorporated into the roof plane above the fascia board on pitched roofs.
- b. The total width of all dormers, gables, and similar architectural elements shall not exceed 50 percent of the width of the roof plane on which those elements are located.
- c. This requirement does not apply to BASIC STRUCTURES defined under subsection (A)(2) of this section.

**B. Conform to height standards for nonresidential structures.**

Historic commercial structures were typically flat-roofed buildings with projecting cornices, sometimes with an extended parapet on the front. Pitched roof commercial buildings were also common. To allow similarly designed buildings, all nonresidential structures within the historic district shall conform to the following height and roof pitch standards:

**1. DOWNTOWN BUILDING HEIGHTS**

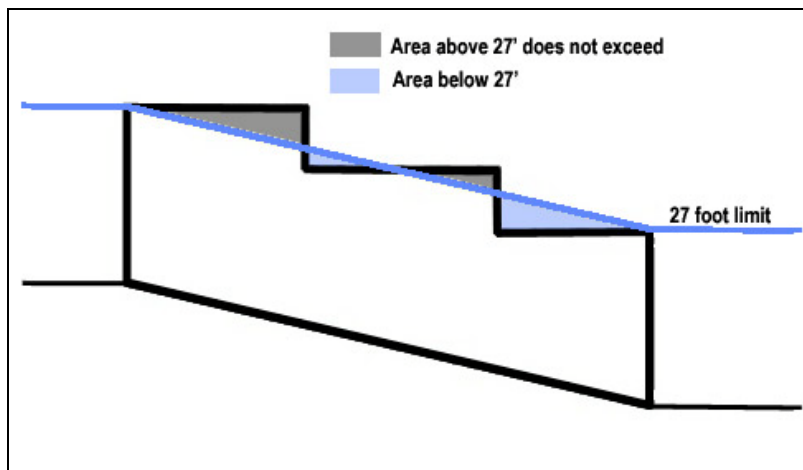
In the Downtown Business (DB) district and abutting portion of the Waterfront Commercial (WC) district, the building height limitations of this subsection 1 apply as do the requirements of subsection 5 below. In all other zones, the requirements of subsection 2 through 5 apply.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in Figure B below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.



**FIGURE B**



~~4.~~ 2. **MAXIMUM UPHILL HEIGHT**

No portion of a building shall exceed 16 feet for a flat roofed building, or 18 feet for a pitched roof building, as measured from the highest point within the buildable area and within 50 feet of the building footprint.

~~2.~~ 3. **MAXIMUM DOWNHILL HEIGHT**

No building shall exceed a height of 24 feet as measured from finished grade at the lowest point of the building footprint, except that additional height is allowed for roof planes, gables and dormer windows, not to exceed the uphill height limits.

~~3.~~ 4. **MAXIMUM HEIGHT ABOVE GRADE**

Buildings may not exceed a height of 27 feet above natural and finished grade at any given point within the building footprint.

~~4.~~ 5. **PITCHED ROOFS**

Pitched roofs shall have a minimum roof pitch of 6/12 and a maximum pitch of 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portions on a saltbox-style structure, which may all have lesser pitched roofs, and steeples and bell towers, which may have greater pitched roofs. The ridge of a pitched roof shall run perpendicular to (pointing toward) the view of the bay as seen from the street nearest the front setback line of the subject site, unless the ridge is within the flat roof height limits.

\* \* \*

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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



DEVELOPMENT SERVICES

TO: Mayor Hunter and Members of the Council  
FROM: Harris Atkins, Chair, Planning Commission *HRA 5/7/13*  
RE: Summary of Proposed Changes to Downtown Regulations

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In early 2012, the City Council directed the Planning Commission to *Review and Identify Codes that inhibit the preservation of character-defining historic buildings in the downtown.* This effort was the first step in the downtown preservation planning effort instituted by the Mayor and Council.

The following potential amendments specific to this task were identified:

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.)
2. Allow increased floor area within an existing building's envelope (mezzanines, etc).
3. Provide building size allowances to eligible or listed historic buildings in the View Basin if the front façade is preserved.
4. Consider height increase allowances for buildings in the View Basin (up to 2 stories).
5. Consider incentives for first floor retail/restaurant.

The Planning Commission began review of these amendments in June of 2012. Over the course of the last year, the PC has attended the Harbor Vision town hall meetings; conducted a walking tour of downtown; and, held 16 work-study sessions, an open house and three public hearings. The result of that review is four code amendments encompassed in three recommendations. The proposals are grouped into two subjects: Building Size and Building Height

The recommended code amendments on building size, dated January 17, 2013, would address numbers 1 and 2 above. The recommended code amendments on building height, two documents dated May 2, 2013, would address number 4 above and the issue of "houses in a hole" along the water. The Planning Commission determined that items numbered 3 and 5 were not appropriate for review at this time due to their complexity.

In the course of the Commission's review, it became apparent that one of the next steps in this process should be a review of the current building size limitations and private parking requirements around the harbor. It is envisioned that this would be done as regulations are developed to implement the Harbor Vision. It should also be noted that during the course of the Commission's discussions, there were other factors and limitations identified unrelated to zoning, such as improvements in public parking opportunities, that may need to be addressed to fully realize the Harbor Vision.



DEVELOPMENT SERVICES

## NOTICE OF RECOMMENDATION

### CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-12-0009

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** PL-ZONE-12-0009 – Downtown Building Size Amendments

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#### **Application:**

This application was initiated by the City of Gig Harbor as part of the City's focus on downtown visioning. The City Council specifically directed the Planning Commission to review and identify codes that inhibit the preservation of character-defining historic buildings in the downtown. The Planning Commission identified two amendments related to building size which would aid in preserving historic buildings downtown.

#### **Planning Commission Review:**

The Planning Commission held eight work study sessions between June and November 2012, attended two town hall meetings on downtown visioning (June 27<sup>th</sup> and October 18<sup>th</sup>, 2012) and conducted one walking tour of downtown in August 2012.

A public hearing was held on December 6<sup>th</sup>, 2012 after which the Planning Commission held a work study session and recommended **APPROVAL** of the amendments contained at the end of this notice.

#### **Findings of Fact:**

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

1. The City's Comprehensive Plan includes the following policies which support the amendments:

***GOAL 3.15 IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE***

***GOAL 3.18 TO PRESERVE THE CHARACTER OF THOSE SITES OR DISTRICTS WHICH REFLECT THE STYLE OF GIG HARBOR'S HISTORICAL DEVELOPMENT***

***3.17.1. Encourage retention and adaptive reuse of older buildings with the following types of incentives: (a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures.***

**6.2.2. Property revitalization** Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

2. The Planning Commission finds that the proposed amendments would aid in preserving the downtown character.
3. The Planning Commission finds that the proposed amendments are consistent with the comments received at the two town hall meetings on downtown visioning and public hearing.
4. The Planning Commission finds these amendments should be limited to the Downtown Business (DB) district and the Waterfront Commercial (WC) district abutting the DB as those are the generally accepted "downtown" area. Later in 2013 after implementing policies have been developed for The Harbor vision statement, the City should consider if these allowances should expand to other zones.
5. The Commission finds that no additional parking should be for additions and remodels allowed by these amendments as requiring additional parking may not be possible given the land constraints downtown and would therefore limit the usefulness of the amendments.

Harris Atkins, Chair  
Planning Commission



Date 1/17/2013

**Additional Interior Gross Floor Area Code Amendments:**

**Downtown Business (DB):**

**17.31.075 Maximum gross floor area.**

A. Except as provided for in subsection B, in the DB district, the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a nonpenetrated fire wall as defined in the International Fire Code except that a single six-foot opening in the fire wall separating structures is permissible; provided, that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site).

B. For structures existing as of the effective date this ordinance, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed in subsection A provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

**Waterfront Commercial (WC):**

**17.50.040 Development standards.**

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density		4 dwelling units per acre	
I. Maximum footprint/ gross floor area <sup>4,5</sup>	3,000 square feet max. gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure
J. Separation between structures <sup>3</sup>	20'	20'	20'

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

<sup>3</sup>Separation between structures is not required upon lots or parcels within the Finholm Market portion of the WC district which contain multiple structures and/or which abut the DB (downtown business) district.

<sup>4</sup>Historic net sheds as defined in GHMC 17.04.615 shall be excluded from the maximum gross floor area requirements.

<sup>5</sup>For structures existing as of the effective date this ordinance and located in the WC district which abuts the DB district, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

**Remodeling and Rebuilding Nonconforming Buildings Code Amendments:**

**17.68.040 Nonconforming structures.**

When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other requirements concerning the structure, such structure may be continued as a nonconforming structure so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered or remodeled in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered or remodeled to decrease its nonconformity;

B. A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than 12 consecutive months. Any such structure that is unintentionally destroyed shall be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. "Discontinued" is defined in GHMC 17.68.038;

C. Except as provided for in subsection E of this section, any such nonconforming structure or nonconforming portion of a structure that is intentionally damaged or intentionally altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or altered, provided the alterations and/or damage is valued at less than 50 percent of the replacement value of the structure as determined by the square foot construction cost table in the city's fee schedule. Reconstruction shall occur within one year of the time of intentional damage or alteration or not at all. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. Interior-only remodels which do not increase a structure's nonconformity shall not count towards the replacement cost as it relates to this section; and

D. Except as provided for in subsection E of this section, when a structure has a nonconforming structure status, the intentional removal, intentional damage, or intentional alteration of the structure shall eliminate the nonconforming status. Upon the elimination of the nonconforming status, the structure shall be brought into conformity with the existing code or shall be removed. "Intentional removal, intentional damage, or intentional alteration" for the purposes of this subsection is defined as damage and/or alterations valued at more than 50 percent of the replacement value of the structure at the time of damage and/or alterations, over the lifetime of the structure, as determined by the square foot construction cost table in the city's fee schedule.

E. Downtown Nonconforming Structures. Intentional removal or alteration of structures with a nonconforming structure status in the DB zoning district and the WC zoning district abutting the DB zoning district shall be subject to the following provisions:

1. Any such nonconforming structure or nonconforming portion of a structure that is intentionally removed or altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was removed or altered, and

2. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible, and

3. The reconstruction of structures with a nonconforming structure status which are on a local, state or national historic registry or are eligible for such registries shall meet the requirements of GHMC 17.99.580 regardless of when the structure was built.





DEVELOPMENT SERVICES

**NOTICE OF RECOMMENDATION  
CITY OF GIG HARBOR PLANNING COMMISSION**

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** Downtown Building Height Amendments

---

**Application:**

This application was initiated by the City of Gig Harbor as part of the City's focus on downtown visioning and revitalization. The City Council specifically directed the Planning Commission to review and identify codes that inhibit the preservation and redevelopment of character-defining historic buildings in the downtown. The City identified the need to allow new two-story buildings within the downtown core.

**Planning Commission Review:**

The Planning Commission held seven work study sessions between November 2012 and April 2013, attended two town hall meetings on downtown visioning (June 27<sup>th</sup> and October 18<sup>th</sup>, 2012) and conducted one walking tour of downtown in August 2012.

Upon review of existing codes and built conditions, the Planning Commission proposed allowing all buildings to be 27 feet above natural and finished grade as measured at the building footprint. In order to accommodate sloped lots, the Planning Commission proposed allowing roofs to be stepped down where some portions of the roof can exceed 27 feet with certain limitations as described in the amendments and shown on Figure A.

An open house and public hearing on the proposed amendments were held on March 21, 2013. Upon consideration of the comments received, the Planning Commission held a work study session on May 2, 2013 and recommended **APPROVAL** of the amendments contained at the end of this notice.

**Findings of Fact:**

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

1. The City's Comprehensive Plan includes the following policies which support the amendments:

**GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT.**

**3.6.1. Maintain a small town scale for structures.**

*New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures.*

**3.6.2. Identify an appropriate form for structures.**

*New structures should be characterized by interesting forms and roof lines. Boxy, single- mass buildings should be discouraged except as may be appropriate in a downtown streetscape.*

**GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.**

*The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level.*

**3.7.2. Encourage mixed-use structures.**

*Mixing uses within a structure enhances the ability to give interesting form and character to a building. For example, allowing residential units above retail shops encourages designs more common to a village or small town setting while providing another housing opportunity for local merchants or retirees with limited transportation.*

**GOAL 3.15: IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE**

**3.18.2. Develop guidelines which promote compatible development within designated areas.**

*Guidelines should specify building forms, styles, and motifs appropriate for Gig Harbor's historic areas.*

2. The existing regulations allow between 16 and 27 foot buildings depending on topography and roof type which does not allow the construction of a flat two-story building that meets modern construction techniques and the requirements for ADA access and HVAC systems.
3. The Planning Commission finds that there are a considerable number of existing buildings in the downtown core which are two or more stories and exceed the existing height limits.
4. The Planning Commission finds these amendments should be limited to the Downtown Business (DB) district and the Waterfront Commercial (WC) district abutting the DB since those contain the highest concentration of existing multi-story buildings. After implementing policies have been developed for The Harbor Vision statement, the City may consider if these allowances should expand to other zones.

5. The Planning Commission finds that given the number of character-defining buildings that are multiple stories in height the proposed amendments would aid in preserving the downtown character and scale.
6. Two-story buildings that meet height limits and the requirements of the Design Manual will provide an appropriate human-scaled architecture for pedestrians on the sidewalk and provide the opportunity for mixed use buildings.
7. After discussions with architects on the Design Review Board and the City's Building Official/Fire Marshal, it was determined that 27 feet was the appropriate height limitations in order to allow two-story flat-roofed buildings using modern construction techniques, providing ADA access and screening HVAC systems on a roof.
8. The Planning Commission finds that the proposed amendments are consistent with the Harbor Vision and the majority of the comments heard at the open house and public hearing for these amendments.

Harris Atkins, Chair  
Planning Commission



Date 5/2/2013

### Downtown Building Height Amendments:

#### **From GHMC 17.99.510 Building massing and height – Historic district**

\* \* \*

#### **A. Incorporate characteristic roof lines and massing into residential structures.**

Historic structures in Gig Harbor are characterized by similar roof lines and massing. All residential structures within the historic district must meet the following criteria:

##### **1. MINIMUM ROOF PITCH.**

Roof pitches shall be minimum 6/12 and maximum 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portion on a saltbox-style structure, and (d) steeples, bell towers, and similar accentuated structures.

##### **2. MAXIMUM HEIGHT – DB and ABUTTING WC ZONES.**

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in figure A below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the

design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

### 2. 3. MAXIMUM HEIGHT – ALL OTHER ZONES.

Each residential lot is allowed a building height of up to 18 feet from any point within the buildable area and within 50 feet of the building's footprint; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. Additionally, one BASIC STRUCTURE measuring 25 feet wide by 40 feet deep by 27 feet high may be incorporated into the building design based upon the following criteria:

- a. The height of the basic structure shall be measured from the lowest elevation point at the setback lines. Height shall be measured from natural grade.
- b. The ridge of the basic structure shall be perpendicular to the shoreline or "point" to a significant view.
- c. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge unless it is within the underlying 18-foot height envelope.
- d. The minimum roof pitch is 8/12. Equal pitches are used on the remaining portion of the house.
- e. A full-width front porch shall be included on the front side of the basic structure unit and windows on the entire structure shall be true-divided light windows if a grid pattern is desired.
- f. All other setback and height requirements are complied with.

\* \* \*

### **B. Conform to height standards for nonresidential structures.**

Historic commercial structures were typically flat-roofed buildings with projecting cornices, sometimes with an extended parapet on the front. Pitched roof commercial buildings were also common. To allow similarly designed buildings, all nonresidential structures within the historic district shall conform to the following height and roof pitch standards:

#### 1. DOWNTOWN BUILDING HEIGHTS

In the Downtown Business (DB) district and abutting Waterfront Commercial (WC) district, the building height limitations of this subsection 1 apply as do the requirements of 5 below. In all other zones, the requirements of 1 through 5 apply.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows: On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill

facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in figure A below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

4. 2. MAXIMUM UPHILL HEIGHT

No portion of a building shall exceed 16 feet for a flat roofed building, or 18 feet for a pitched roof building, as measured from the highest point within the buildable area and within 50 feet of the building footprint.

2. 3. MAXIMUM DOWNHILL HEIGHT

No building shall exceed a height of 24 feet as measured from finished grade at the lowest point of the building footprint, except that additional height is allowed for roof planes, gables and dormer windows, not to exceed the uphill height limits.

3. 4. MAXIMUM HEIGHT ABOVE GRADE

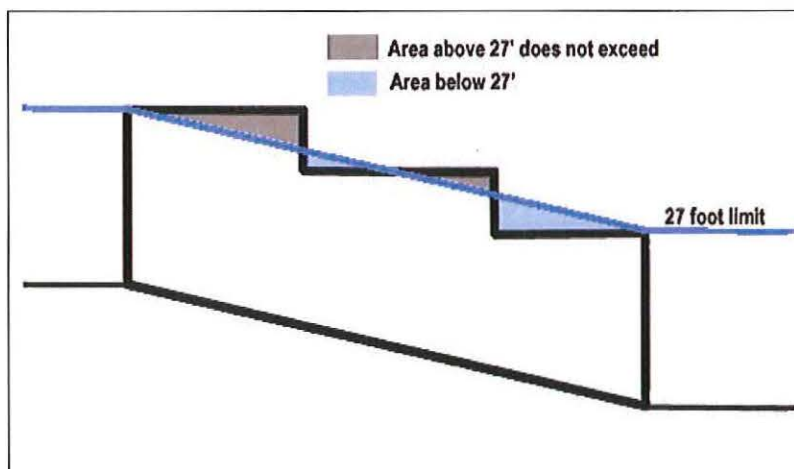
Buildings may not exceed a height of 27 feet above natural and finished grade at any given point within the building footprint.

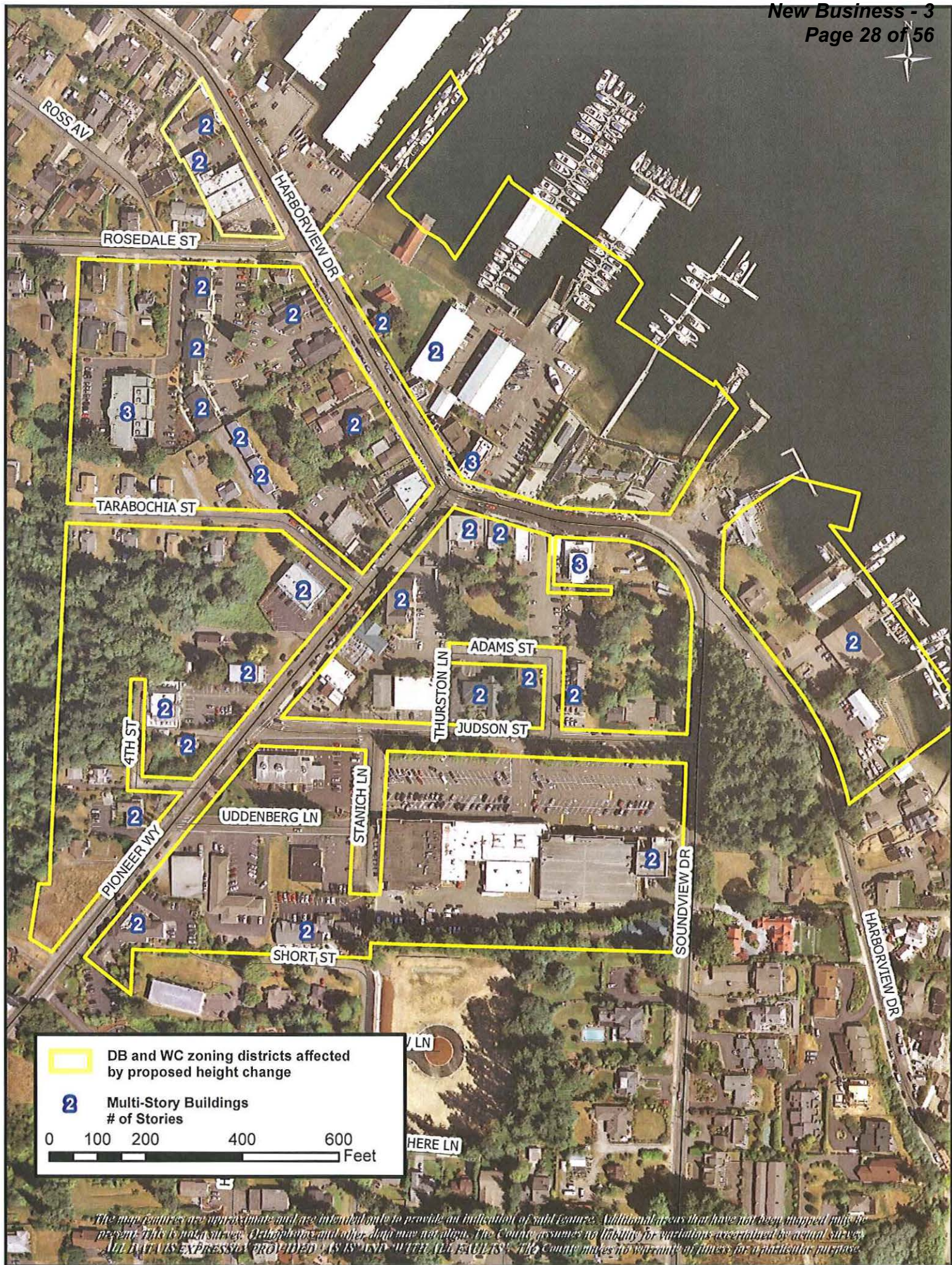
4. 5. PITCHED ROOFS


Pitched roofs shall have a minimum roof pitch of 6/12 and a maximum pitch of 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portions on a saltbox-style structure, which may all have lesser pitched roofs, and steeples and bell towers, which may have greater pitched roofs. The ridge of a pitched roof shall run perpendicular to (pointing toward) the view of the bay as seen from the street nearest the front setback line of the subject site, unless the ridge is within the flat roof height limits.


\* \* \*

FIGURE A





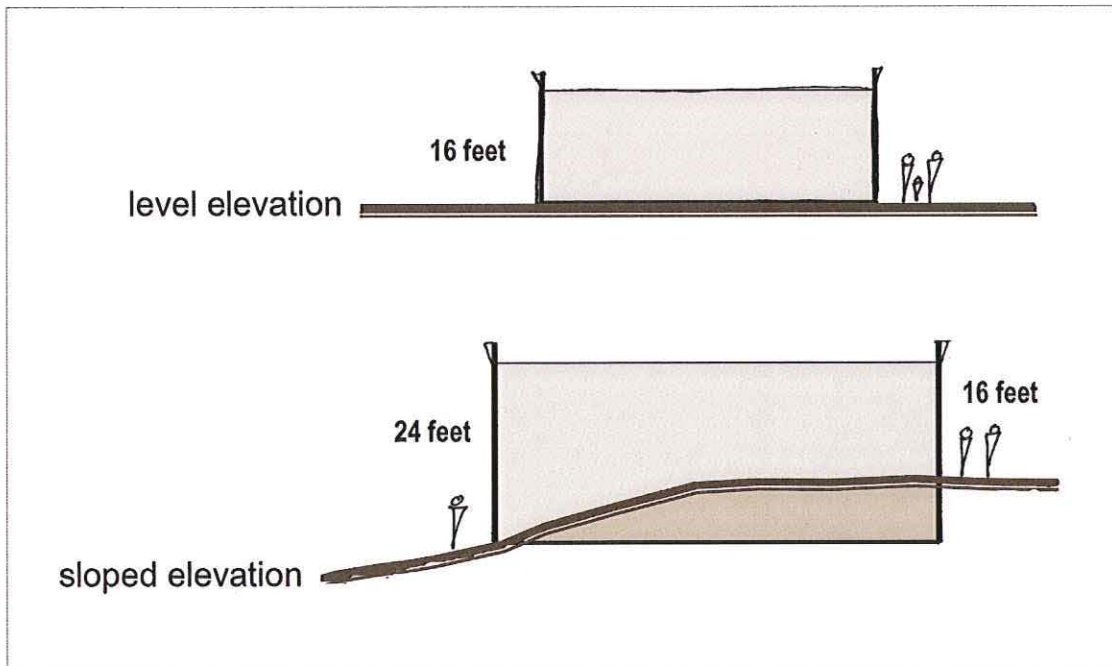
 DB and WC zoning districts affected by proposed height change

 Multi-Story Buildings  
# of Stories

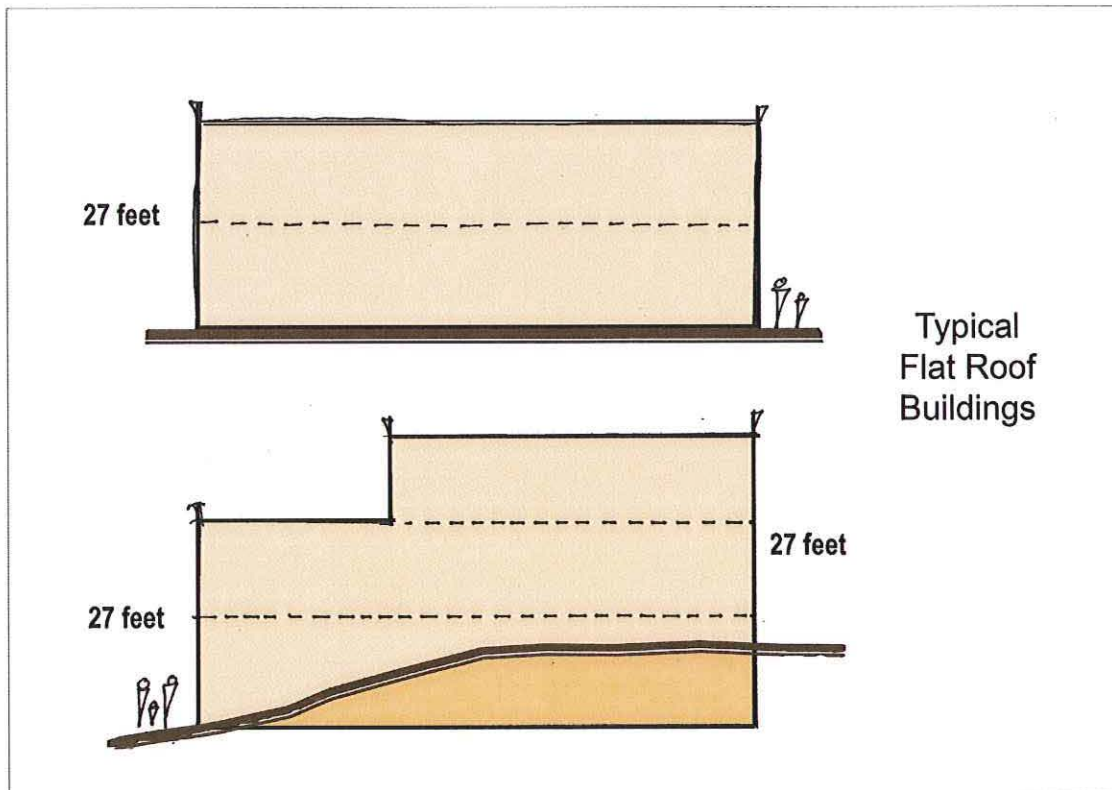
0 100 200 400 600 Feet

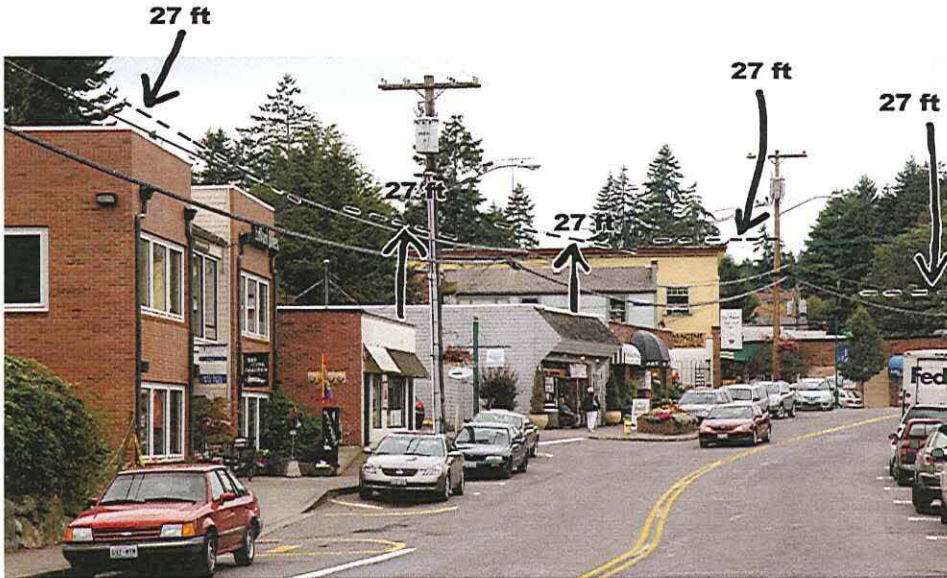
*The map features are approximate and are intended only to provide an indication of said features. Additional areas that have not been mapped may be present. This is not a survey. Originations and other data may not align. The County assumes no liability for violations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The County makes no warranty of fitness for a particular purpose.*

### CURRENT HEIGHT LIMITS



### PROPOSED HEIGHT LIMITS





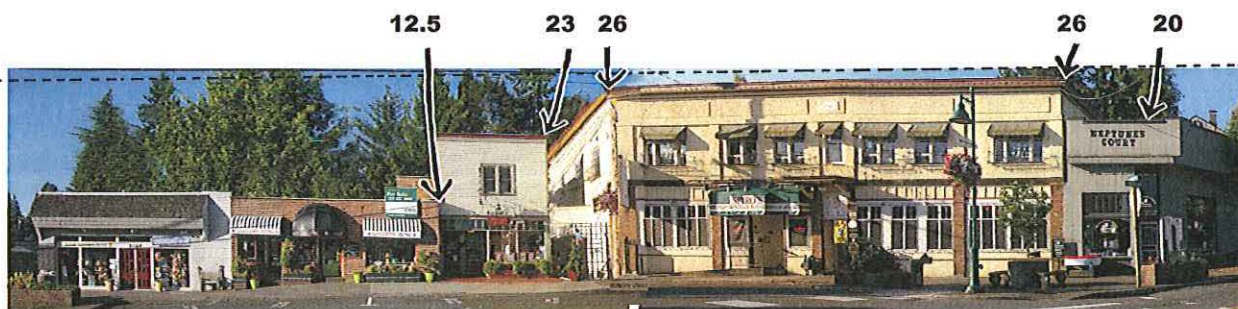
**Existing Heights (approx)  
and the proposed  
27-ft Height Limit for  
Downtown Business (DB)  
and adjacent  
Waterfront Commercial (WC)**



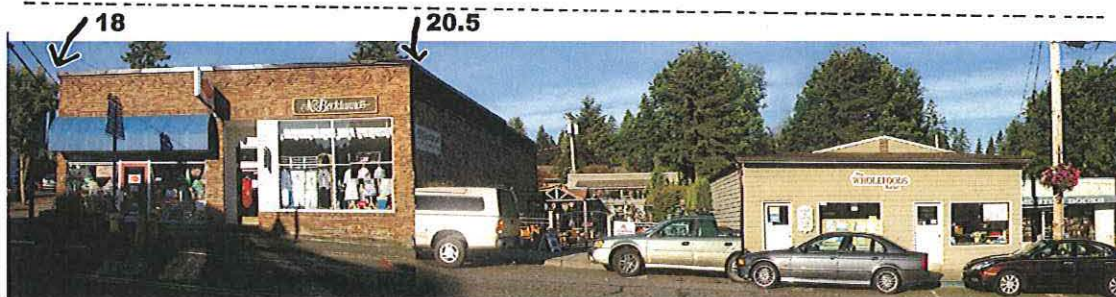


**Stutz Site - Willis Bldg - Insurance Bldg on Harborview Dr**

**BLACK LINE REPRESENTS PROPOSED 27-FT HEIGHT LIMIT**



**Peninsula Hotel Steetscape on Harborview Dr**



**McBecklands - WildBirds - Whole Foods - Mostly Books on Harborview Dr**



**QFC Shopping Center on Judson Str**



DEVELOPMENT SERVICES

**NOTICE OF RECOMMENDATION  
CITY OF GIG HARBOR PLANNING COMMISSION**

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** Residential Building Height and Front Setbacks Requirements in Waterfront Zones

---

**Application:**

This application was initiated by the City of Gig Harbor after the City's Historic Preservation Office and the Planning Department identified an issue with where height is being measured for residential buildings along the waterside of Harborview and North Harborview Drive in the Historic District. New homes built under current regulations are significantly lower than historic homes as viewed from the street and the front yard setbacks are not consistent with the historic streetscape.

**Planning Commission Review:**

The Planning Commission held two work study sessions on February 21, 2013 and March 7, 2013.

Upon review of existing codes and built conditions, the Planning Commission proposed two amendments for residential buildings in the waterfront zones:

1. Height Measurement Location: Change where the 18-foot uphill height limit is measured from the building setback line to the property line abutting the street ROW.
2. Front Setback: Change the front setback to more closely reflect existing street setbacks of historic homes as follows:

House – 12 feet  
Garage – 18 feet  
Porches – 6 feet

A public hearing was held on April 11, 2013. Upon consideration of the comments received, the Planning Commission held a work study session on May 2, 2013 and recommended **APPROVAL** of the amendments contained at the end of this notice.

**Findings of Fact:**

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

1. The City's Comprehensive Plan includes the following policies which support the amendments:

**GOAL 3.15: IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE**

**GOAL 3.18: TO PRESERVE THE CHARACTER OF THOSE SITES OR DISTRICTS WHICH REFLECT THE STYLE OF GIG HARBOR'S HISTORICAL DEVELOPMENT.**

**3.18.2. Develop guidelines which promote compatible development within designated areas.**

*Guidelines should specify building forms, styles, and motifs appropriate for Gig Harbor's historic areas.*

2. The current height measurement location for residential buildings on the waterside of Harborview and North Harborview Drive has led to new homes being significantly lower than historic homes as viewed from the street.
3. The current front yard setback provisions do not allow for the retention of the historic residential character of that streetscape.
4. Nonresidential buildings along the same street frontage must be located within 10 feet of Harborview and North Harborview Drive and the maximum height can be measured at the property line along the right-of-way.
5. Proposed amendments will allow new homes to be closer to the sidewalk and bring entries to the street level to better match the historic streetscape.
6. Existing view corridor and side setback requirements will not change under the proposal.
7. The proposed amendments will make the residential requirements more consistent with the nonresidential buildings along the same streetscape.
8. The new Shoreline Master Program is expected to require a setback from the ordinary high water mark, the smallest of which is 35 feet, thereby reducing the buildable area of a lot along the water. The proposed decrease in front yard setbacks will help mitigate that impact to the buildable area of the lot.
9. The Planning Commission finds that the proposed amendments are consistent with the Harbor Vision statement and with the comments heard at the public hearing for these amendments.

Harris Atkins, Chair  
Planning Commission

  
\_\_\_\_\_

Date 5/2/2013

**Residential Height Measurement Location in Waterfront Zones**

**GHMC 17.99.510(A). Incorporate characteristic roof lines and massing into residential structures.**

Historic structures in Gig Harbor are characterized by similar roof lines and massing. All residential structures within the historic district must meet the following criteria:

\* \* \*

**2. 3. MAXIMUM HEIGHT – ALL OTHER ZONES.**

Each residential lot is allowed a building height of up to 18 feet from any point within the buildable area and within 50 feet of the building's footprint; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. In applicable waterfront zones (WR, WM and WC), the point at which the 18-foot maximum is measured may be at the highest point within the lot along the street right-of-way. Additionally, one BASIC STRUCTURE measuring 25 feet wide by 40 feet deep by 27 feet high may be incorporated into the building design based upon the following criteria:

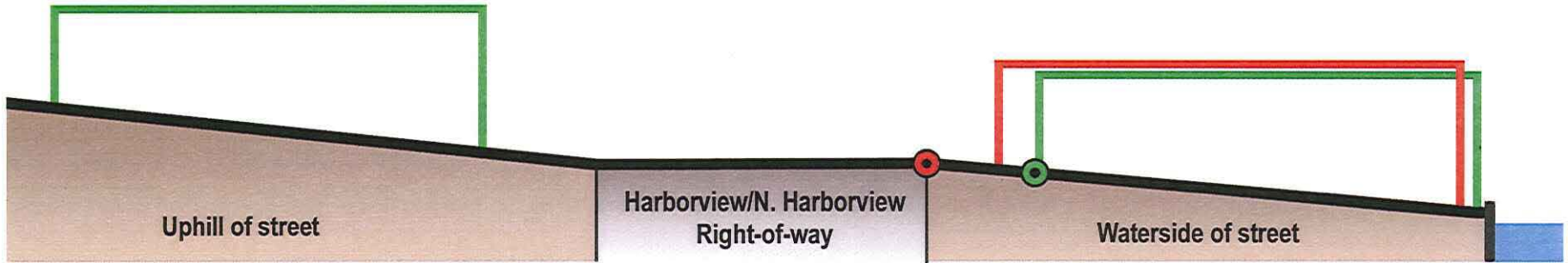
- a. The height of the basic structure shall be measured from the lowest elevation point at the setback lines. Height shall be measured from natural grade.
- b. The ridge of the basic structure shall be perpendicular to the shoreline or "point" to a significant view.
- c. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge unless it is within the underlying 18-foot height envelope.
- d. The minimum roof pitch is 8/12. Equal pitches are used on the remaining portion of the house.
- e. A full-width front porch shall be included on the front side of the basic structure unit and windows on the entire structure shall be true-divided light windows if a grid pattern is desired.
- f. All other setback and height requirements are complied with.

\* \* \*

**GHMC 17.99.320 Historic district residential setbacks.**

**A. Conform to residential setback requirements.**

- |                          |   |
|--------------------------|---|
| 1. FRONT SETBACK MINIMUM | House – 20 feet; <u>in Waterfront Zones – 12 feet</u><br>Garage – 26 feet; <u>in Waterfront Zones – 18 feet</u><br>Porches – 12 feet; <u>in Waterfront Zones – 6 feet</u> |
|--------------------------|---|



**Site Section**

scale: 1" = 30'



Existing Allowed Residential Building Envelope



Proposed Residential Building Envelope in Waterfront Zones (WR, WM and WC)



Existing height measurement location (18-foot maximum height)



Proposed height measurement location (18-foot maximum height)

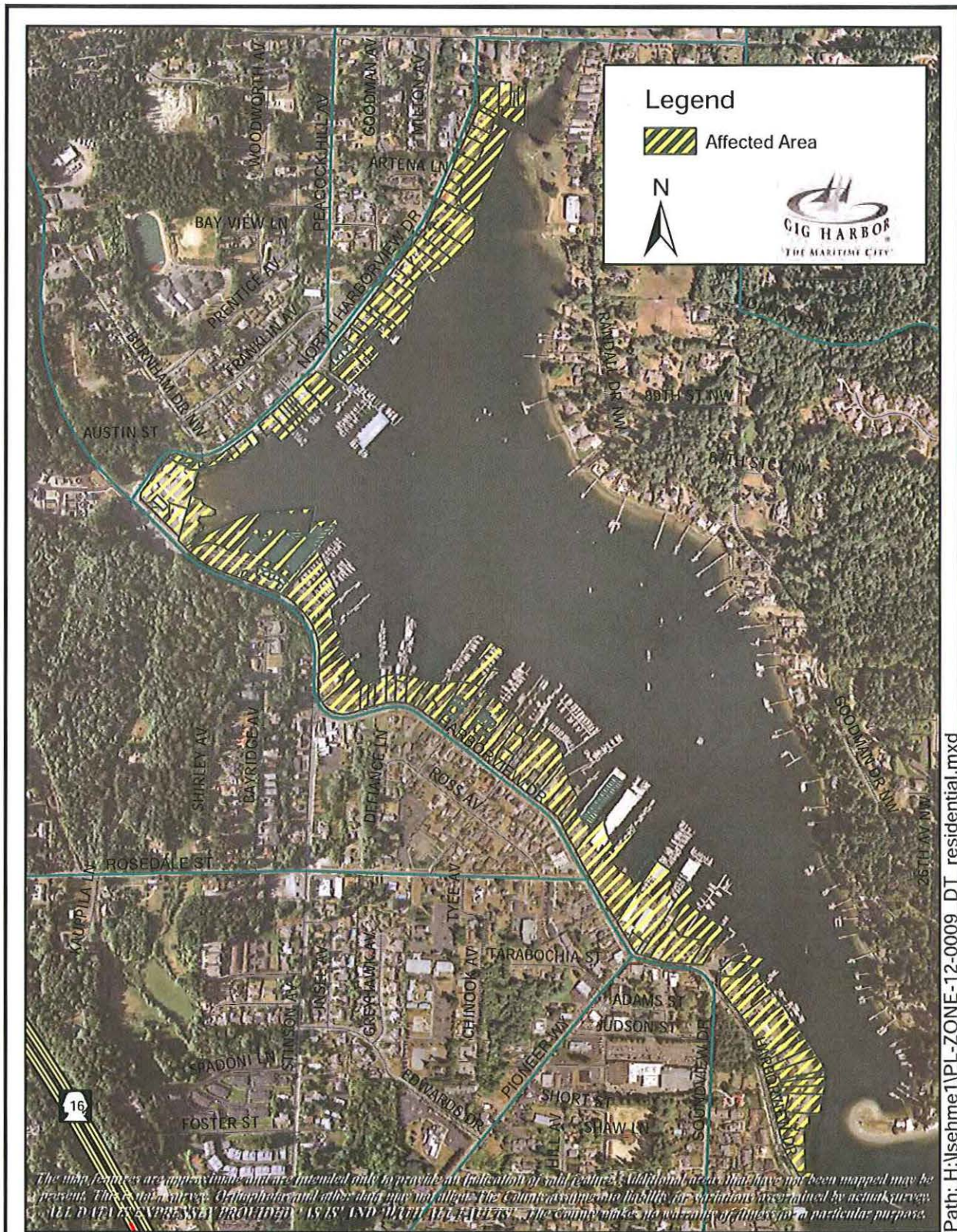
**Front Yard Setbacks**

**Existing:**

- Porch - 12 feet
- House - 20 feet
- Garage - 26 feet

**Proposed:**

- Porch - 6 feet
- House - 12 feet
- Garage - 18 feet



### Residential Buildings in Waterfront Zones Proposed Height & Setback Amendments

**Planning Commission Minutes on Downtown Planning**

Below is a list of meetings since 2012 where the proposed amendments were discussed. You may read these minutes online by going to the following web address or by navigating to the Municipal Reference Library → Minutes page.

<https://gigharbor.imagenetllc.net/Administration/Minutes/Planning%20Commission/>

**2012**

June 7<sup>th</sup>

June 21<sup>st</sup>

July 5<sup>th</sup>

August 16<sup>th</sup> (Walking tour)

September 6<sup>th</sup>

September 20<sup>th</sup>

October 4<sup>th</sup>

November 1<sup>st</sup>

November 15<sup>th</sup>

December 6<sup>th</sup> (Public Hearing)

**2013**

January 17<sup>th</sup>

February 7<sup>th</sup>

February 21<sup>st</sup>

March 7<sup>th</sup>

March 21<sup>st</sup> (Open House and Public Hearing)

April 4<sup>th</sup>

April 11<sup>th</sup> (Public Hearing)

April 18<sup>th</sup>

May 2<sup>nd</sup>

June 6<sup>th</sup>

**Kester, Jennifer**

---

**From:** Tomi Kent-smith [tomikent@msn.com]  
**Sent:** Thursday, June 27, 2013 4:40 PM  
**To:** Kester, Jennifer  
**Cc:** Hunter, Chuck; Young, Derek; paynet@cityofgigharbor.net; Malich, Ken; Ekberg, Steve; Perrow, Michael; Guernsey, Jill; Kadzik, Paul  
**Subject:** Proposed Waterfront Residential Amendments

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

In both WM and WC zones, the ground slopes down to the water edge on almost the entire water side (east) of Harborview Drive. Remember it's a hill and the downward slope is towards the water! (It also slopes down to the water's edge on North Harborview on the majority of properties.)

It has always been my understanding that we as a City would do whatever possible to maintain the water view for all. Not just for those fortunate enough to own waterfront property.

However, by moving the uphill height limit measurement to the property line abutting the street ROW, the City will be eliminating the view of the water for anyone residing on directly on Harborview Drive on the west or non-water side of the street. This seems unfair as all these residents will be looking across the street at the facade of the homes built in accordance with the proposed change. Any water view the residents on the west side of Harborview Drive have will be forfeited to the proposed waterfront amendment if it is adopted.

The Millville district is almost exclusively residential with the homes along Harborview Drive dating back to the early 1900s. It also has more resident homes on the street level (Harborview Drive) than any other area surrounding the harbor until one reaches North Harborview east of Peacock Hill.

This amendment seems to take undue advantage of the Millville district, and seems to eliminate access to a water view however limited it might be.

Ms. Tomi Kent-Smith  
3414 Harborview Drive  
Gig Harbor, WA 98332



**Kester, Jennifer**

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**From:** David Boe [dboe@boearc.com]  
**Sent:** Monday, June 03, 2013 3:22 PM  
**To:** Hunter, Chuck; Guernsey, Jill; Ekberg, Steve; paulkadzik@comcast.net; Perrow, Michael; Young, Derek; Payne, Tim; Malich, Ken  
**Cc:** Kester, Jennifer; Stanton, Lita  
**Subject:** Gig Harbor Waterfront Building Heights

Dear Mayor and Council Members, just a quick note regarding your Study Session today where you will be reviewing building heights along Harborview Drive (I apologize for not attending but it seems I have some council duties this afternoon on this side of the Narrows).

I commend you, the Planning Commission and staff at looking at these issues in order to provide incentive for new development that can be designed to reflect the historical patterns and character that make Gig Harbor such a unique waterfront.

I do have one concern, and that is 'where' the height is measured from. Because Harborview Drive was filled on the downhill side of the roadway in order to make it function for traffic, drainage, and pedestrians – it has artificially put the waterside of Harborview Drive into a hole relative to the existing sidewalk (typically 2 – 4 feet below the walking surface). While the proposed changes are welcome, they do not reflect this actual condition along the Harbor – thus even new development under the proposed rules will continue to be constructed with a main floor level that is below the sidewalk (a condition that is not typical of the historic character of the waterfront).

I strongly recommend that downhill properties allow for the zoning height to be measured from the back of the existing sidewalk. This will allow for new development that can be designed for pedestrian friendly interface between the sidewalk and the built environment (and will allow for more consistency between the uphill and the downhill sides of Harborview Drive).

Again, thanks for your review of the zoning code – and if you have any questions, please do not hesitate to give me a jingle. David

David Boe - Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

BOE architects, pllc  
705 Pacific Avenue  
Tacoma, WA 98402  
(253) 383-7762  
[www.boearc.com](http://www.boearc.com)

**Kester, Jennifer**

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**From:** David Boe [dboe@boearc.com]  
**Sent:** Thursday, April 11, 2013 4:38 PM  
**To:** Kester, Jennifer  
**Cc:** Stanton, Lita; jarcher@boearc.com; Guernsey, Jill  
**Subject:** RE: Downtown Residential Building Height and Front Setback Amendments  
**Attachments:** Section at Harborview.pdf

Jennifer, in preparation for tonight's Planning Commission Public Hearing on Residential Heights along Harborview, I sketched a quick section using survey points from the site survey at the Quigg's property. This demonstratively shows that the back of sidewalk along the property is actually more than 18" above the highest point along their Property Front Setback Line. This is due to the filling of Harborview Drive when it was upgraded to make it level – and at this location on Harborview, the waterfront side of the street is actually 11.4 inches above the upland side due to the roadway being banked/sloped because of the curve of the roadway alignment.

So, the height of a structure relevant to the back of sidewalk (where the general public is walking) for a site like this will not be 18 feet – but actually be 16'-4". If a new structure was designed with a main level at the same elevation as the back of sidewalk, and using a 6:12 pitch for the roof, and keeping with the same width as the existing structure on the site (30 feet), the interior ceiling height of the main level would be less than 8'-0" tall. The resultant structure would also have less than a 2.5 width to 1 height ration which is a minimum proportional requirement of the Design Manual. To meet the minimum proportion requirement of the Design Manual, the building height would need to be 19.5 feet from the back of sidewalk (and if the main floor was 2 to 3 steps up from the back of sidewalk, this height would need to be closer to 21 feet).

Given this situation, the only option in order to get a reasonable ceiling height on the main level of the residence is to 'sink' the structure considerably below the back of the sidewalk. This will unfortunately result in a final design that does not compliment the historic character of the neighborhood as it will look as if it has been sunk into a hole (and all New Urbanism Design Guidelines recommend a main living level two or three steps above the adjacent sidewalk).

At a minimum, I recommend that the overall building height should be measured to the back of the existing Harborview Drive sidewalk as this give the opportunity of a final design that is much more in keeping with the historic character of the Gig Harbor Waterfront.

If you have time, can you please print out copies of the drawing for the commissioners. I hope to be able to make the meeting tonight – but just in case...

Thanks again for the opportunity to comment. David

David Boe – Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

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**From:** David Boe [mailto:dboe@boearc.com]  
**Sent:** Thursday, April 04, 2013 10:40 AM  
**To:** 'KesterJ@cityofgigharbor.net' (KesterJ@cityofgigharbor.net)  
**Cc:** Stanton, Lita; jarcher@boearc.com; guernseyj@cityofgigharbor.net  
**Subject:** RE: Downtown Residential Building Height and Front Setback Amendments

Jennifer, attached is correspondence with my client regarding the proposed height increase for new residential projects along the waterfront side of Harborview Drive. The Quiggs asked for a drawing of what they would like to construct in comparison to the existing structure as they plan on going to all of their neighbors to show them what they are proposing – with the hopes of getting them to testify at next week's Planning Commission Public Hearing in support of raising the height to 18-feet measured from the highest point at the back edge of the sidewalk.

As I have noted many times before, measuring the building height from the highest point along backside of the sidewalk is going to result in a far superior result (a result that is more in keeping with character of historic Gig Harbor) and will be much easier and predictable for neighbors to understand the impact of any new proposal for a site.

Thanks for your attention. David

David Boe – Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

---

**From:** David Boe [<mailto:dboe@boearc.com>]  
**Sent:** Friday, March 29, 2013 12:57 PM  
**To:** 'KesterJ@cityofgigharbor.net' ([KesterJ@cityofgigharbor.net](mailto:KesterJ@cityofgigharbor.net))  
**Cc:** 'Stanton, Lita'; [jarcher@boearc.com](mailto:jarcher@boearc.com); [guernseyj@cityofgigharbor.net](mailto:guernseyj@cityofgigharbor.net)  
**Subject:** RE: Downtown Residential Building Height and Front Setback Amendments

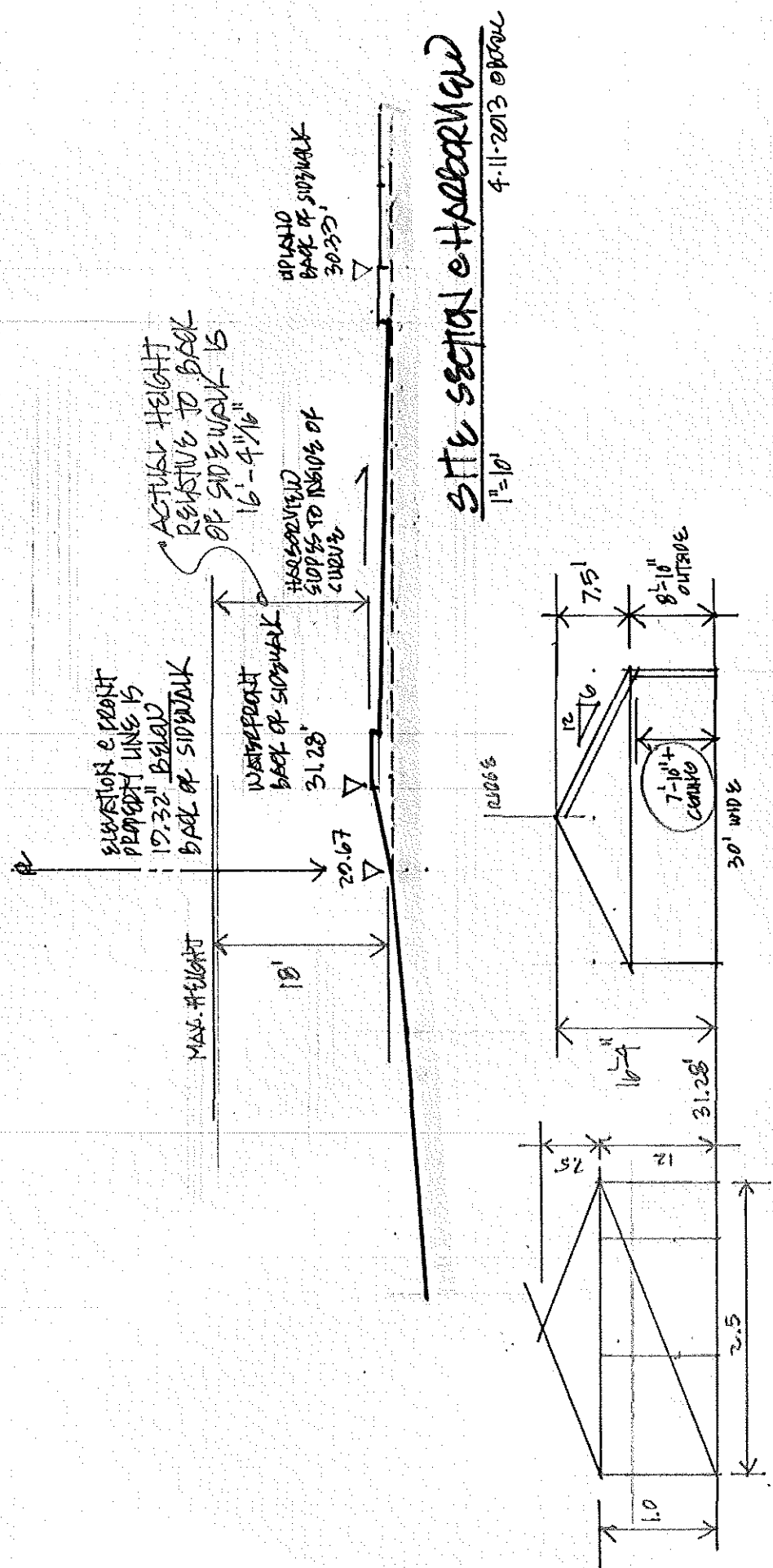
Jennifer, thanks for the notice of the proposed change to the building height along the waterfront – this general direction is to be applauded for realizing that the current code is not getting the type of projects that positively impact the historic street frontage along Harborview Drive.

Unfortunately, when applied to a real site with real dimensions and elevations, the result is a negligible increase in height when the goal of the change is to achieve a design that is more in keeping with the historic structures along Harborview.

I have attached a portion of a survey for a property within the area under consideration for this increase. By the current code, the highest elevation point on the front building setback is 29.5 feet. Measuring to the highest point along the property line as proposed by the change increases this by 6" to 30.0 feet; however, the back edge of the Harborview Drive sidewalk is still a further 1'-3" higher than this new measuring point (it is at elevation 31.25'). This is due to the engineering and construction of Harborview Drive by the City – not by any action of the property owner - and on this site the waterside of Harborview is actually higher than the upland side because of the need to 'bank' the road to the inside of the curve. When walking along the sidewalk, pedestrians view the facades relative to the existing sidewalk they are walking on and do not perceive the historic elevation of the property lines. Through action by the City, the perceived elevations of these sites have changed, thus it seems appropriate to adjust the allowable heights to this new created elevation (as the original properties were design to the old sloped roadway at the time).

Again, as I have noted with the increase in height to the recent DB/WC/etc... zones, I strongly recommend that the back of sidewalk be used at the measuring point for these waterside properties – since that is the 'real' elevation relative to the actual elevation of the street. Thanks for your continued attention to the issue.

David



SITE SECTION & ELEVATION  
1" = 10'  
4-11-2013 @ BROWL

**Kester, Jennifer**

---

**From:** David Boe [dboe@boearc.com]  
**Sent:** Thursday, April 04, 2013 10:40 AM  
**To:** Kester, Jennifer  
**Cc:** Stanton, Lita; jarcher@boearc.com; Guernsey, Jill  
**Subject:** RE: Downtown Residential Building Height and Front Setback Amendments  
**Attachments:** Proposed Quigg Residence Comparison to Existing Structure

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jennifer, attached is correspondence with my client regarding the proposed height increase for new residential projects along the waterfront side of Harborview Drive. The Quiggs asked for a drawing of what they would like to construct in comparison to the existing structure as they plan on going to all of their neighbors to show them what they are proposing – with the hopes of getting them to testify at next week's Planning Commission Public Hearing in support of raising the height to 18-feet measured from the highest point at the back edge of the sidewalk.

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Thanks for your attention. David

David Boe – Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

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**From:** David Boe [mailto:dboe@boearc.com]  
**Sent:** Friday, March 29, 2013 12:57 PM  
**To:** 'KesterJ@cityofgigharbor.net' (KesterJ@cityofgigharbor.net)  
**Cc:** 'Stanton, Lita'; jarcher@boearc.com; guernseyj@cityofgigharbor.net  
**Subject:** RE: Downtown Residential Building Height and Front Setback Amendments

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I have attached a portion of a survey for a property within the area under consideration for this increase. By the current code, the highest elevation point on the front building setback is 29.5 feet. Measuring to the highest point along the property line as proposed by the change increases this by 6" to 30.0 feet; however, the back edge of the Harborview Drive sidewalk is still a further 1'-3" higher than this new measuring point (it is at elevation 31.25'). This is due to the engineering and construction of Harborview Drive by the City – not by any action of the property owner - and on this site the waterside of Harborview is actually higher than the upland side because of the need to 'bank' the road to the inside of the curve. When walking along the sidewalk, pedestrians view the

facades relative to the existing sidewalk they are walking on and do not perceive the historic elevation of the property lines. Through action by the City, the perceived elevations of these sites have changed, thus it seems appropriate to adjust the allowable heights to this new created elevation (as the original properties were design to the old sloped roadway at the time).

Again, as I have noted with the increase in height to the recent DB/WC/etc... zones, I strongly recommend that the back of sidewalk be used at the measuring point for these waterside properties – since that is the 'real' elevation relative to the actual elevation of the street. Thanks for your continued attention to the issue.

David

David Boe -- Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

---

**From:** Andrews, Cindy [<mailto:andrewsc@cityofgigharbor.net>]

**Sent:** Thursday, March 28, 2013 3:24 PM

**To:** Ali Afrassiabi; Anderson, Myron; Archer, Jessica; Bacchus, Ladd; Berntsen, Edward; Bevin, Avery; Boe, David; Bomkamp, Brent; Bourscheidt, Barbara; Bucy, Russ and Lynne; Carlson, Chuck; Cassell, Constance; Champaco, Brent; Clark, Dennis; Clark, Marjie and Dennis; Coutts, Valerie; Crites, Michael; Czuleger, Tami; Davis, Brett; Declements, Annie; DesMarais, Mary; Dishman, Bruce and Linda; Dompier, Norma; Dragoo, Bob; Drohan, Tom; Evans, Bill and Karen; Ford, Richard; Frisbee, Bob; Gagliano, Jeanne; Gagliano, Joseph; Gaigher, Shannon; Gair, Bruce; Gary, Tom; Gerald, Bill; Glein, Gary; Glock-Johnson, Charlee; Graffe, Jo; Grinberg, Roy; Harder, Barbara; Herneux, Curtis; Hill, Leonard; Hill, Leonard; Hoppen, Guy; Hoppen, Mark; Hunter, Dianne; Johnson, Martha; Johnson, Noah; Kabbhalim, Paris; Kent-Smith, Tomi; Kreitzer, Karl and Lois; Lantz, Pat and John; Lee, Janet; Leroy, Margot; Lofland, Sue; Lovell, Abby; McClements, Patty; Brett Marlo-Desantis; Dave Morris; David Boe; Dennis Clark; Jeff Acker; Jenia Woock; Lee Smith; Peter Norman; Peter Stanley; Meyer, Gary; Miller, Wayne; Milton, Joanie; Moist, John; Morrison, Julian; Mueller, Randy; Murray, Joyce; nedderman, Ted and Nancy; Norman, Peter; Norton, Larry; Oka Akiko; Page, Trena; Perrow, Wade; Peterson, Joyce; Peterson, Pam; Pollitt, George; Pugh, Nick; Quincy, Jake; Ragan, Greg and Karen; Reed, Cindy; Richardson, Lousie; Rose, Andrew; Ross, Debra; Rushforth, Dennis; Scanlan, Conor; Seaquist, Larry; Shaffer, Keirsten; Shaffer, Lilly; Simon Barbara; Smith, lee; Steifel, Justin; Stenlyein, Alice; Stevenson, Lynn; Stouz, Nancy; Thurston, Kathy; Turley, Bryce; Vance, Jan; Vance, John; Vergera, Haleigh; Willenbrock, Jacob; Willenbrock, Kelsea; Wills Christine; Winfrey, Patti

**Cc:** Sehmel, Lindsey

**Subject:** Downtown Residential Building Height and Front Setback Amendments

Please find attached the Notice of Public hearing for the Downtown Residential Building Height and Front Setback Amendments for the City of Gig Harbor Planning Commission Public Hearing scheduled for April 11<sup>th</sup>, 2013 at 6:00 pm. Please contact Lindsey Sehmel, Senior Planner at [sehmell@cityofgigharbor.net](mailto:sehmell@cityofgigharbor.net) or 253-853-7615. Thank you Cindy Andrews

**Kester, Jennifer**

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**From:** David Boe [dboe@boearc.com]  
**Sent:** Thursday, April 04, 2013 10:31 AM  
**To:** 'Patrick Quigg'  
**Cc:** jarcher@boearc.com  
**Subject:** Proposed Quigg Residence Comparison to Existing Structure  
**Attachments:** Quigg Residence Height Comparison.pdf

Kathy and Patrick, attached is a sketch overlay showing the approximate location of the proposed residence relative to the existing structure. What is important to convey to your neighbors is that the entire new structure 'shifts' to the East so that the side yard between the new residence and the existing residence to the East will be the same on each side of the property line. This shift will open up more of a view corridor to the Bay along the West side of the new residence for neighbors living on the upland side of Harborview Drive.

Also, the ridge of the house will turn 90 degrees so that it is parallel with the view towards the Bay (the existing structure's ridge is perpendicular to the Bay and thus more roof blocks view). With a larger Front Porch proposed, this will shift the main structure of the new residence further to the North so that the increase in height will be off-set by the visual foreshortening of perspective.

Now what I am showing assumes that the 18-feet of total building height is measured from the back side of the highest point of the existing sidewalk. What is being proposed by the City is to make the measuring point the highest point on the front property line – which really does not help your project in a meaningful way as that means only a 6" increase in height allowance to your property. The City's measuring point is actually 18" BELOW the back of the sidewalk along the West Property Line – thus why I am looking for support to have the back of sidewalk used as the measuring point (and this would very easy for the general public to understand as they could just go the high side of the site on the sidewalk, run a tape 18-feet into the air and see what that reality is – versus guessing where the front property line may or may not be).

Historically Harborview Drive used to slope with the land toward the Bay. When the City came in and improved Harborview Drive, they filled along the waterside of the street so that the street and sidewalk was approximately level with the upland side of the right-of-way; thus the current condition where the existing waterside structures appear 'below' the sidewalk. In fact, from the survey, this portion of Harborview Drive is actually ABOVE the upland side of the street because of the slight banking of the roadway due to your property being on the outside edge of a curve.

Hope this helps explain the proposed residence heights. Please do not hesitate to give me a jingle if you have any questions. David

David Boe - Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

BOE architects, pllc  
705 Pacific Avenue  
Tacoma, WA 98402  
(253) 383-7762  
[www.boearc.com](http://www.boearc.com)

**Kester, Jennifer**

---

**From:** David Boe [dboe@boearc.com]  
**Sent:** Friday, March 29, 2013 12:57 PM  
**To:** Kester, Jennifer  
**Cc:** Stanton, Lita; jarcher@boearc.com; Guernsey, Jill  
**Subject:** RE: Downtown Residential Building Height and Front Setback Amendments  
**Attachments:** Harborview Survey Excerpt.pdf

Jennifer, thanks for the notice of the proposed change to the building height along the waterfront – this general direction is to be applauded for realizing that the current code is not getting the type of projects that positively impact the historic street frontage along Harborview Drive.

Unfortunately, when applied to a real site with real dimensions and elevations, the result is a negligible increase in height when the goal of the change is to achieve a design that is more in keeping with the historic structures along Harborview.

I have attached a portion of a survey for a property within the area under consideration for this increase. By the current code, the highest elevation point on the front building setback is 29.5 feet. Measuring to the highest point along the property line as proposed by the change increases this by 6" to 30.0 feet; however, the back edge of the Harborview Drive sidewalk is still a further 1'-3" higher than this new measuring point (it is at elevation 31.25'). This is due to the engineering and construction of Harborview Drive by the City – not by any action of the property owner - and on this site the waterside of Harborview is actually higher than the upland side because of the need to 'bank' the road to the inside of the curve. When walking along the sidewalk, pedestrians view the facades relative to the existing sidewalk they are walking on and do not perceive the historic elevation of the property lines. Through action by the City, the perceived elevations of these sites have changed, thus it seems appropriate to adjust the allowable heights to this new created elevation (as the original properties were design to the old sloped roadway at the time).

Again, as I have noted with the increase in height to the recent DB/WC/etc... zones, I strongly recommend that the back of sidewalk be used at the measuring point for these waterside properties – since that is the 'real' elevation relative to the actual elevation of the street. Thanks for your continued attention to the issue.

David

David Boe – Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

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**From:** Andrews, Cindy [<mailto:andrewsc@cityofgigharbor.net>]  
**Sent:** Thursday, March 28, 2013 3:24 PM  
**To:** Ali Afrassiabi; Anderson, Myron; Archer, Jessica; Bacchus, Ladd; Berntsen, Edward; Bevin, Avery; Boe, David; Bomkamp, Brent; Bourscheidt, Barbara; Bucy, Russ and Lynne; Carlson, Chuck; Cassell, Constance; Champaco, Brent; Clark, Dennis; Clark, Marjie and Dennis; Coutts, Valerie; Crites, Michael; Czuleger, Tami; Davis, Brett; Declements, Annie; DesMarais, Mary; Dishman, Bruce and Linda; Dompier, Norma; Dragoo, Bob; Drohan, Tom; Evans, Bill and Karen; Ford, Richard; Frisbee, Bob; Gagliano, Jeanne; Gagliano, Joseph; Gaigher, Shannon; Gair, Bruce; Gary, Tom; Gerald, Bill; Glein, Gary; Glock-Johnson, Charlee; Graffe, Jo; Grinberg, Roy; Harder, Barbara; Herneux, Curtis; Hill, Leonard; Hill, Leonard; Hoppen, Guy; Hoppen, Mark; Hunter, Dianne; Johnson, Martha; Johnson, Noah; Kabbhalim, Paris; Kent-Smith, Tomi; Kreitzer, Karl and Lois; Lantz, Pat and John; Lee, Janet; Leroy, Margot; Loiland, Sue; Lovell, Abby; McClements, Patty; Brett Marlo-Desantis; Dave Morris; David Boe; Dennis Clark; Jeff Acker; Jenia Woock; Lee Smith; Peter Norman; Peter



Stanley; Meyer, Gary; Miller, Wayne; Mitton, Joanie; Moist, John; Morrison, Julian; Mueller, Randy; Murray, Joyce; nedderman, Ted and Nancy; Norman, Peter; Norton, Larry; Oka Akiko; Page, Trena; Perrow, Wade; Peterson, Joyce; Peterson, Pam; Pollitt, George; Pugh, Nick; Quincy, Jake; Ragan, Greg and Karen; Reed, Cindy; Richardson, Lousie; Rose, Andrew; Ross, Debra; Rushforth, Dennis; Scanlan, Conor; Seaquist, Larry; Shaffer, Keirsten; Shaffer, Lilly; Simon Barbara; Smith, lee; Steifel, Justin; Stenlyein, Alice; Stevenson, Lynn; Stouz, Nancy; Thurston, Kathy; Turley, Bryce; Vance, Jan; Vance, John; Vergera, Haleigh; Willenbrock, Jacob; Willenbrock, Kelsea; Wills Christine; Winfrey, Patti

**Cc:** Sehmel, Lindsey

**Subject:** Downtown Residential Building Height and Front Setback Amendments

Please find attached the Notice of Public hearing for the Downtown Residential Building Height and Front Setback Amendments for the City of Gig Harbor Planning Commission Public Hearing scheduled for April 11<sup>th</sup>, 2013 at 6:00 pm. Please contact Lindsey Sehmel, Senior Planner at [sehmell@cityofgigharbor.net](mailto:sehmell@cityofgigharbor.net) or 253-853-7615. Thank you Cindy Andrews



**Kester, Jennifer**

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**From:** jeniawoock@gmail.com  
**Sent:** Thursday, March 21, 2013 4:38 PM  
**To:** Kester, Jennifer  
**Subject:** Proposed amendment

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

To our Gig Harbor Planning Commission...

"The Harbor

Shaped by our maritime heritage the Harbor is a reflection of our past and the foundation for our future. The Harbor is:

A vibrant place where residents visitors and boaters enjoy a walkable waterfront picturesque views and the natural environment.

A place that celebrates and perpetuates the character and traditions of a working waterfront and preserves historic neighborhoods.

A place that supports and values local retail shops and services.

A place that provides services for recreational and commercial boating.

The Harbor is a place where people live work play shop and explore."

Sounds familiar doesn't it? This wonderful vision was published on the City's website 12/3/12.

Obviously 2 story buildings in the proposed downtown area do nothing to perpetuate the character and traditions of a working waterfront and preserve historic neighborhoods. We started losing that character with the modern Russell Bldg. If this amendment passes that modern building can grow to 27 feet tall.

If this amendment passes as more buildings are 27 feet where is there room for picturesque views and the natural environment. We were assured that when the Russell Building came into town our views would remain intact and picturesque. Seems neither happened.

Just an example how past actions can foretell of a proposed future.

Wouldn't it be grand if there was a guarantee that 2nd floors would be living spaces and 1st floors were retail...perhaps we should try?

The rumored about hotel retail space to be proposed on the hill corner of Soundview and Harborview...how would this impact traffic on Harborview towards the old ferry landing?

Perhaps before we open the door to more traffic downtown a traffic impact study should happen on the affected areas including streets bordering on this area.

We all want to see a lively productive retail healthy downtown. Perhaps a traffic impact study is the first step to begin before we give the OK to 2 story buildings.

Thank you for your time Jeni and Del Woock

"What would you attempt if you knew you could not fail? r. schuller

[feelgoodfreeartproject.blogspot.com](http://feelgoodfreeartproject.blogspot.com)

**Kester, Jennifer**

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**From:** Sheila Bujacich [sbujacich@centurytel.net]  
**Sent:** Thursday, March 21, 2013 4:04 PM  
**To:** Kester, Jennifer  
**Subject:** Re: 2 Story Buildings in downtown GH

I am casting a NO vote to 2 story bldgs.

Sheila Bujacich, 3323 Ross Ave, GH

**Kester, Jennifer**

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**From:** Gloria Hazelrigg [jewelkit@centurytel.net]  
**Sent:** Thursday, March 21, 2013 2:51 PM  
**To:** Kester, Jennifer  
**Subject:** CITY PLANNERS

What is the single thing which sets Gig Harbor apart from every small city in Western Washington? The harbor, of course! If it weren't for the harbor itself, we could be anywhere---Lakewood, Lynwood, Puyallup, or any other town or city across the country! Why enable someone to hide more of the view of this unique, lovely spot? I suggest it is nothing more than greed and lack of interest in the long term life of Gig Harbor that is driving this avaricious, self-serving suggestion! In the twelve years I have been here I have seen more and more views of our harbor become invisible to residents and tourists alike. Please do not allow this to happen!

Gloria Hazelrigg  
6100 Soundview Drive  
Gig Harbor  
253-858-7467

**Kester, Jennifer**

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**From:** Tom Curran [tfcurrenjr@yahoo.com]  
**Sent:** Thursday, March 21, 2013 1:17 PM  
**To:** Kester, Jennifer  
**Subject:** Increasing Maximum Building Heights

When I moved to Bellevue in 1972, it had small-town charm, wonderful character, and a 3-story downtown building height limit. The city administration also had a firm commitment to responsible and sustainable growth, orderly development, and a high quality of life. I won't comment on how I think Bellevue has turned out. But I would rather hope we can control our ambitions for Gig Harbor better than they did on the East Side.

Tom Curran  
4220 71st Ave Ct NW  
Gig Harbor WA 98335  
253-549-6541  
[Tfcurrenjr@yahoo.com](mailto:tfcurrenjr@yahoo.com)  
Sent from my iPhone

**Kester, Jennifer**

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**From:** Barbara527@aol.com  
**Sent:** Wednesday, March 20, 2013 4:55 PM  
**To:** Kester, Jennifer  
**Subject:** Let's hope you are not going to ruin the view of the harbor...

....with higher buildings. Whatever are you planning? Especially along your main downtown street?

It is a shame the city does not care enough to try to update and keep a village environment and do more to attract businesses so that all of us in the Harbor area, whether within or without the city limits might be more tempted to do our shopping downtown.

Many years ago many of us just wanted a building code that would make all the buildings resemble more of what Kennibunkport Maine looks like. There, the townspeople truly shop downtown in locally owned businesses and restaurants, not the catalog stores that have been welcomed at UpTown. Seems the town fathers have never gone out of their way to support the delicacy and delight of a town that borders such a special and unique harbor.

Too, more and more boating friends tell us there isn't much reason to stop at Gig Harbor downtown any more; too few shops and too few things to do, no where to buy groceries, no special events and the town is getting uglier instead of quaint and/or lovelier. Even those who love to walk the town feel there is less and less of the harbor environment to enjoy, plus all the car exhaust with the traffic going by destroys the fresh air of a lovely walk near the water.

Boo hoo Gig Harbor! So sad.

Barbara Simon

**Kester, Jennifer**

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**From:** David Boe [dboe@boearc.com]  
**Sent:** Thursday, December 06, 2012 4:16 PM  
**To:** Kester, Jennifer  
**Cc:** jarcher@boearc.com  
**Subject:** City of Gig Harbor Text Amendments - No. 1 Sketch  
**Attachments:** Gig Text Amendment 1 Sketch.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Jennifer, I hope to be able to get to the Public Hearing tonight – but in case I don't, just want to say that I am in support of the proposed amendments with one tweak. The first item referencing additional interior gross area allows for roof modifications providing that the height of the new roof elements do not exceed the underlying zoning height. The problem with this requirement is that it mixes an item relative to the look and use of building with a requirement that is completely dependent on the site topography. What you want, I believe, is any additions and/or modifications to the existing building to look consistent with the building itself and not look odd on the building – which is the danger if you tie it to the underlying height restrictions of the site.

The attached sketch shows this situation. If you have minimal slope to the site and a large building, well, you won't be able to add roof dormers as these new dormers would be above the underlying height – so the second floor cannot be developed – so the building is not redeveloped – so you might lose the building or it will continue to sit underdeveloped.

If the code language was changed so that you are restricted to the height of the existing building, then it allows for a solution that is appropriate to the building itself and not imposed from a site condition (and you are not blocking anymore of the view given the limitation of the existing height).

If you felt that is giving away too much, then you could use the roof modulation requirement of stepping the additions down from the ridge a minimum of 5 feet – but it seems the existing ridge as the maximum height allows for a much better solution that can be developed to maintain and augment the existing character of the building(s).

Other than that – looks great and I can think of a couple more slight tweaks that could help make development pencil and more importantly, end with a result that is closer to the visioning process of The Harbor. Hope to see you tonight. David

David Boe - Principal  
[dboe@boearc.com](mailto:dboe@boearc.com)

BOE architects, pllc  
705 Pacific Avenue  
Tacoma, WA 98402  
(253) 383-7762  
[www.boearc.com](http://www.boearc.com)



DO NOT JUST ADD MORE  
STORIES TO NOT EXCEED  
EXISTING BUILDING HEIGHT?

CAN'T ADD STORIES  
SYMPHETIC TO BUILDING  
AS NEAR ZONE HEIGHT

THUS, CAN'T  
ADD SECOND FLOOR.

MAX. HEIGHT  
IN ZONE BASED ON  
SITE NOT EXISTING BUILDING

1.500 HOURS THROUGH GROSS AREA  
CITY OF WASHINGTON - PUBLIC HEALTH

**Kester, Jennifer**

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**From:** Debra Ross [debraross80@yahoo.com]  
**Sent:** Tuesday, December 04, 2012 2:33 PM  
**To:** Kester, Jennifer  
**Subject:** Planning Commission Public Hearing

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Jennifer

I am in receipt of the notice for the Gig Harbor Planning Commission Downtown Building Size Public Hearing to be held Thursday, December 6, 2012. I will not be able to attend the Hearing.

I would like to address the proposed downtown building size amendments that would apply to the Downtown Business (DB) zoning and the Waterfront Commercial (WC) zoning district that abut the DB district. I would request that the Planning Commission include Waterfront Millville zone in these Amendments. As the owner of an existing commercial building in the Waterfront Millville zone the Amendments would be of as much value for my commercial building on Harborview Drive as existing commercial buildings in the DB & WC zones.

If the Planning Commission is not able to include the Millville zone in this public hearing I would hope that this amendment would be considered at a future date for Millville zoned commercial properties.

Thank you.

Debra L. Ross  
253-851-4751 home, office, fax  
253-970-3966 cell

## Kester, Jennifer

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**From:** Towslee, Molly  
**Sent:** Monday, July 08, 2013 8:34 AM  
**To:** Kester, Jennifer  
**Subject:** FW: Gig Harbor height restriction change

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

-----Original Message-----

**From:** Sara McDaniel [<mailto:tbmcdaniel@juno.com>]  
**Sent:** Monday, July 08, 2013 8:18 AM  
**To:** Towslee, Molly  
**Subject:** Gig Harbor height restriction change

Good morning,

Im writing about the height restriction change in Gig Harbor because I walk the harbor several times a week. I do this with probably hundreds of other people. I believe they come from all over to experience the beauty the harbor provides. Allowing buildings to be taller will impact the view and as a result impact all of us who enjoy our time walking there. And that could impact a lot of other things like the coffee shops where we all get our drinks, etc. Keeping the buildings shorter is a good thing...don't change it!

Sara McDaniel

Sent from my iPad

## Kester, Jennifer

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**From:** David Boe [dboe@boearc.com]  
**Sent:** Friday, July 05, 2013 5:36 PM  
**To:** Hunter, Chuck; Guernsey, Jill; paulkadzik@comcast.net; Malich, Ken; Payne, Tim; Ekberg, Steve; Perrow, Michael; Young, Derek  
**Cc:** Kester, Jennifer; Stanton, Lita; jarcher@boearc.com  
**Subject:** RE: Downtown Building Size and Height Amendments Public Hearing Notice  
**Attachments:** Gig Harbor Height Analysis 7-5-2013.pdf

Mayor and City Council Members, I again send you an e-mail regarding the Proposed Height Amendments for which you are having a Public Hearing on Monday (I hope to be able to attend to present as well). And again, I greatly appreciate the City of Gig Harbor revisiting the existing code relative to the Visioning process that you completed.

But again, I strongly urge you to consider measuring the uphill height to the back of the existing sidewalk instead of the along the front property line as currently proposed.

Why? Because if it stays as currently proposed, you will still get new residential buildings that will be built into a 'hole' relative to the sidewalk along the waterside of Harborview Drive (a condition that is not attractive nor represents the historical character of the Harbor).

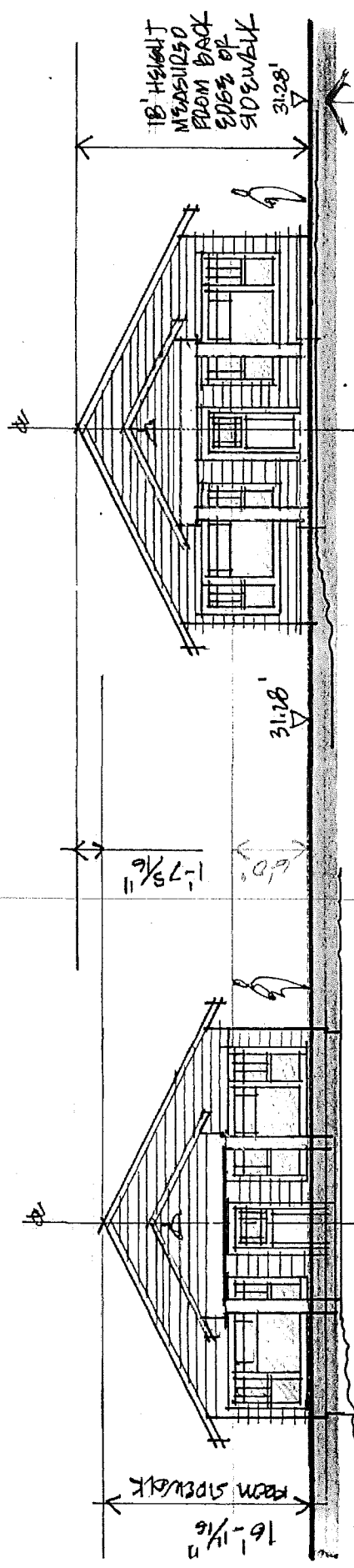
Attached is a Drawing that highlights this – using a real site, with real site elevations, with a real project that is going to be submitted upon approval of the revised code (and will thus will be designed to the new revised code in whatever form it ultimately takes).

The true reality of this site, is that when measuring the building height as proposed currently by the City, the actual height relative to the existing sidewalk is not 18-feet but 16-feet 4 + 11/16ths-inches because the existing ground at the front property line is significantly below the existing sidewalk). Thus, the new residence design will end up having a main porch level also significantly BELOW the elevation of the existing sidewalk. All New Urbanism design manuals recommend that the front porch should be at least 18" ABOVE the corresponding pedestrian sidewalk level – and here we will end-up with a porch that is closer to 18" BELOW the existing sidewalk. This is the residence elevation that is shown on the left side of the drawing (note 6-foot tall figure relative to the house!). With no change to the proposed code, this will be very close to what this project will look like.

Now IF the building height is measured to the back of the existing sidewalk, then at least the main porch level can be at or slightly above the existing sidewalk height. This allows the new residence to be designed much closer to the historic character and patterns of the Gig Harbor Waterfront. Also, because the sidewalk exists, any pedestrian walking along the sidewalk will know how high a new building can be – it is 18-feet from where they are standing. This is the residence elevation shown on the right side of the drawing that our client would much rather have us design and for them to occupy.

I propose that a simple amendment can be made to at least allow for new construction to be closer to the historical patterns and character of The Harbor. This would be to add the following:

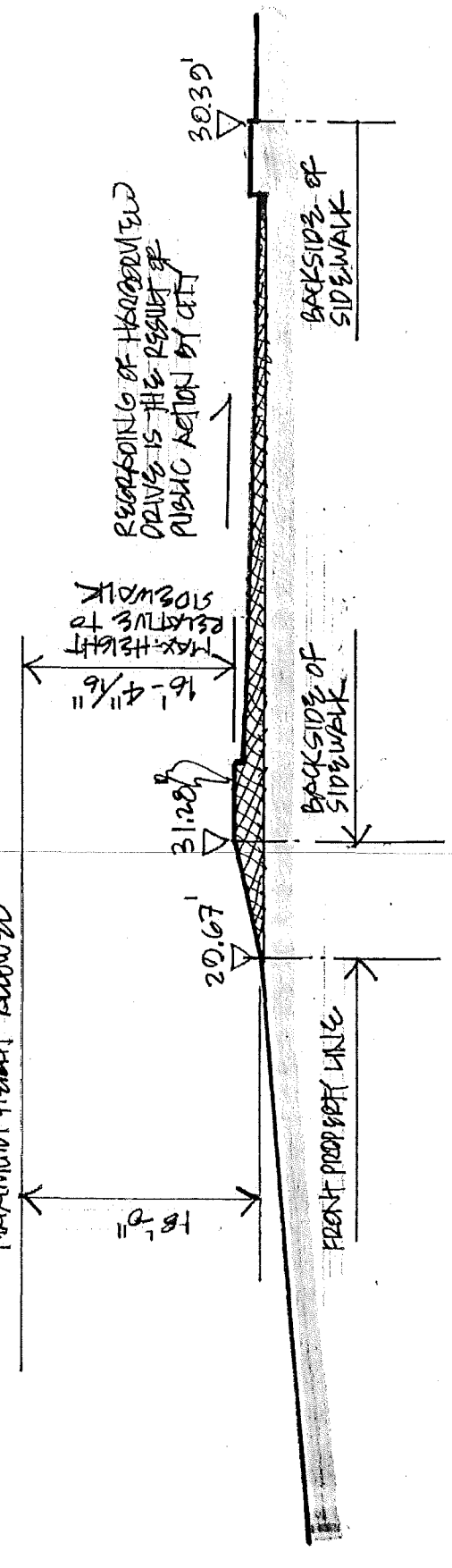
"For new residences that have their main roofline parallel to the view towards the water, the maximum height is measured from the highest point located at the back of the existing public sidewalk within the property frontage."



CURRENT PROPOSAL WOULD  
 REBUILD WITH BE BUILT  
 INTO A 10'-0" - MAIN LEVEL  
 BELOW THE EXISTING SIDEWALK

ALLOWS RESIDENTS TO BE  
 DESIGN HISTORIC CORRECT  
 WITH FRONT/MAIN FLOOR REARIVE  
 TO THE EXISTING SIDEWALK

MAXIMUM HEIGHT UNBROKEN



MAX HEIGHT  
 RELATIVE TO  
 SIDEWALK  
 16'-4 1/16"

RESPONSIBILITY OF HOMEOWNER  
 DRIVE IS THE RESULT OF  
 PUBLIC ACTION BY CITY

BACKSIDE OF SIDEWALK

BACKSIDE OF SIDEWALK

FRONT PROPERTY LINE



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

**Subject: Interlocal Agreement – Pierce Transit / Gig Harbor Trolley Demonstration Project**

**Dept. Origin: Administration**

**Proposed Council Action:**

**Prepared by: Dennis Richards**

Consider the Interlocal Agreement with Pierce Transit.

**For Agenda of: July 8<sup>th</sup> 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 7/3/13*  
*R 7/3/13*  
*by email 7/3*  
*for DR*

<b>Expenditure Required</b>	\$10,000	<b>Amount Budgeted</b>	\$0.00	<b>Appropriation Required</b>	\$10,000
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**INFORMATION/BACKGROUND**

Pierce Transit came to the City of Gig Harbor with a proposal to provide trolley service from July 9<sup>th</sup> through September 28<sup>th</sup>. This service would provide transportation for residents and tourists between Uptown and Downtown to our areas of retail services. If there is a successful summer season, the trolley could become a permanent fixture fully funded by Pierce Transit.

Part of this trial trolley service was the expectation that the City, Chamber of Commerce, Uptown Businesses, and the Waterfront Alliance would commit to the 16% fare box recovery sum of \$41,161. Council agreed to expend \$10,000 towards this Pilot Project at the June 24<sup>th</sup> regular City Council meeting,

Staff is recommending that Council amend the Interlocal Agreement to reflect the city's commitment of \$10,000.

**FISCAL CONSIDERATION**

There are sufficient funds in the City's Economic Development Budget to cover the \$10,000 expenditure. In addition, there has been commitment from Uptown (\$10,000); the Chamber of Commerce (\$10,000); and the Downtown Waterfront Alliance (\$5,000). This leaves a balance of \$6,161.00. We are continuing to request additional funding from area businesses.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize the Mayor to sign an amended Interlocal Agreement with Pierce Transit committing the city to provide \$10,000 toward this one time, trial trolley program.

**Interlocal Agreement for Gig Harbor Trolley Demonstration Project  
Between the City of Gig Harbor and Pierce County Public Transportation Benefit  
Area**

Pursuant to ch. 39.34 RCW, this interlocal agreement ("Agreement") is made by and between Pierce County Public Transportation Benefit Area ("Pierce Transit") and the City of Gig Harbor ("Gig Harbor"), a Washington municipal corporation, all of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

**RECITALS**

Whereas, Pierce Transit and Gig Harbor have identified a need for a tailored trolley service within Gig Harbor; and

Whereas, the Parties desire to enter into a three (3) month agreement to provide such transit service as a demonstration project in 2013; and

Whereas, the Pierce Transit Board of Commissioners Executive Finance Committee approved this as an immediate demonstration project at their June 20, 2013 meeting, subject to the agreement and execution of Gig Harbor;

Now therefore the Parties agree as follows, incorporating by reference the above Recitals:

**1. PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to enter into a mutually beneficial contractual relationship to provide demonstration trolley service in Gig Harbor. Such service is described in Attachment A to this contract and is referred to herein as the Project. Attachment A is incorporated herein and made a part of this Agreement by this reference.
- 1.2 This Agreement establishes the responsibilities of the Parties in relation to the Project, including methods for financing, implementing, improving and terminating the Project.

**2. PIERCE TRANSIT'S RESPONSIBILITIES**

- 2.1 Pierce Transit will provide and maintain the vehicles and operate the service as described in Attachment A.
- 2.2 Pierce Transit will pay the financial share as described in Attachment A.
- 2.3 Pierce Transit will provide the demonstration trolley service as described in Attachment A.

**3. GIG HARBOR'S RESPONSIBILITIES**



- 3.1 Gig Harbor will pay the financial share as described in Attachment A.
- 3.2 Gig Harbor will provide the transit service enhancements as described in Attachment A.

#### **4. COST OF SERVICE**

The estimated cost of service is based a cost per service hour using Pierce Transit's cost allocation model and uses service hours for the duration of the demonstration project as outlined in Exhibit 1 to Attachment A.

#### **5. PERIOD OF AGREEMENT**

This Agreement covers the time period when the Project service commences on July 9, 2013 and runs through September 28, 2013.

#### **6. INVOICES/PAYMENT PROCEDURES**

- 6.1 Pierce Transit will invoice Gig Harbor for their financial payment, for the transit service provided for herein. Billing will be based on 16% of the costs of the service as described in Attachment A.
- 6.2 The total service costs based on scheduled service hours is shown in Attachment A.
- 6.3 Gig Harbor shall make payment within thirty (30) days after receipt of an invoice.
- 6.4 In kind donations are considered above and beyond the 16% of the estimated costs and will not be considered as partial payment of this cost.

#### **8. INDEMNIFICATION AND LEGAL RELATIONS**

- 8.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 8.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 8.3 Each Party shall defend, indemnify and hold harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own sole or proportionate concurrent negligent acts or omissions or the performance of this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of

its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- 8.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 8.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pierce County, Washington or the United States District Court of the Western District of Washington, located in Tacoma, Washington, shall have jurisdiction and venue, as provided by law, over any legal action arising under this Agreement.
- 8.6 The provisions of this section shall survive any termination of this Agreement.

## **9. CHANGES AND MODIFICATIONS**

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto.

## **10. TERMINATION OF AGREEMENT**

- 10.1 Any of the Parties may terminate this Agreement, in whole or in part, for any reason provided, however, that insofar as practicable, the Party terminating the Agreement will give not less than fourteen (14) calendar days prior notice to non-terminating Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 10.2 If Gig Harbor terminates, Gig Harbor will pay Pierce Transit the full financial obligation as described in Attachment A to offset the startup and operation costs for the demonstration.

## **11. FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not

due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to Pierce Transit for work performed in accordance with this Agreement.

**12. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to this Agreement.

**13. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

**14. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

**15. MUTUAL NEGOTIATION AND CONSTRUCTION**

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

**16. ALL TERMS AND CONDITIONS**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**17. CONTACT PERSONS**

The Parties shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	<b>City of Gig Harbor</b>
Contact Name	Denny Richards
Organization	City of Gig Harbor
Title	City Administrator
Address	3510 Grandview Street Gig Harbor, WA 98355
Telephone	(253) 851-6127
Fax	(253) 853-7597
E-Mail	<a href="mailto:richardsd@cityofgigharbor.net">richardsd@cityofgigharbor.net</a>

	<b>Pierce Transit</b>
Contact Name	Tina Lee
Title	Service Innovation Administrator
Address	PO Box 99070 Lakewood, WA 98496
Telephone	253-589-6887
Fax	253-581-8075
E-Mail	<a href="mailto:tlee@piercetransit.org">tlee@piercetransit.org</a>

Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body.

18. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF GIG HARBOR**

**PIERCE TRANSIT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Lynne Griffith

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1  
**Gig Harbor Trolley Demonstration Proposal**



<b>Service Span:</b>	July 9, 2013 - September 28, 2013	
<b>Days of Service:</b>	82	
<b>Hours of Operations:</b>	Tuesday, Friday	11:00 am - 9:30 pm
	Saturday	9:00 am - 9:30 pm
	Sunday	10:00 am - 6:30 pm
	Monday, Wednesday, Thursday	11:00 am - 7:30 pm

**Service Frequency:** 30 minutes

**Proposed Service Hours:** 1,762

**Cost Per Service Hour:**

<i>Pierce Transit Marginal Cost Rate 2013</i>	\$ 103	
<i>Start up Costs Per Service Hour</i>	\$ 43	(Trolley Start Up Costs Divided by Service Hour)
<b>Demonstration Cost Per Service Hour</b>	<b>\$ 146</b>	

**Proposed Service Cost** \$ 257,257  
*Service Hours x Cost Per Service Hour*

**Partnership Investment Funds**

**Pierce Transit Farebox Recovery Rate** 16%  
*2012 System Average*

**Minimum Partnership Investment** \$41,161

<b>Trolley Start Up Costs</b>	
Trolley Lease Cost	\$ 63,280.00
Trolley & Trolley Bus Vehicle Graphics & Prep	\$ 10,000.00
Trolley Bus Stop Signage	\$ 2,500.00
<b>Start Up Costs</b>	<b>\$ 75,780.00</b>

**Attachment A**  
**Direct Financial Partnership Scope of Work**  
**Gig Harbor Trolley Demonstration Project**  
**City of Gig Harbor**  
**Pierce Transit**

**I. Monetary Contributions: Monetary contributions are defined in Exhibit 1 to this Attachment A and are described below:**

A. The actual costs the Parties shall pay pursuant to this Agreement shall be determined in accordance with Section 6 of this Agreement.

B. Gig Harbor agrees to pay sixteen percent (16%) of all start-up and service costs. Pierce Transit will pay the remaining eighty-four percent (84%) of all start-up and service costs.

Based on Exhibit 1, Gig Harbor's estimated cost is \$41,161. Pierce Transit's estimated cost is \$216,096. These financial obligations will be for service and vehicles on a trolley demonstration service as defined in Service Description of this Attachment A.

If actual costs exceed the agreed upon hours of operations and frequency in Exhibit 1, Pierce Transit will be liable for the higher cost as long as the service provided does not change from the service schedule and hours proposed in Exhibit 1.

**II. Transit Service Enhancements**

A. Gig Harbor:

1. Outreach, Promotion & Marketing

- a) Gig Harbor's Marketing Director will be an active participant in the Marketing Sub Group team meeting weekly prior to trolley start up on July 9.
- b) Gig Harbor will provide Pierce Transit script for trolley operator training that highlights points of interest along trolley route.
- c) Gig Harbor will distribute leaflets prepared by Marketing Sub Group at concerts at Skanski Park at the July 2, 2013 concert.
- d) Gig Harbor will send trolley information via City of GH e-news distribution.

- e) Gig Harbor will plan and coordinate details for the Trolley Kick-off Event scheduled for July 9 at Skansie Park.

2. Special Event Traffic:

- a) Gig Harbor will provide detour routes and aid trolley and trolley bus access around special events occurring during the demonstration period.

3. Bus Stop Signs:

- a) Gig Harbor will provide permitting for bus stop signs for the project.

B. Pierce Transit:

1. Outreach, Promotion & Marketing:

- a) Pierce Transit will advertise the demonstration summer trolley service via its normal marketing channels, and will include the service information in Pierce Transit rider alert timetables and on Pierce Transit's Web site.

2. Bus Stops:

- a) Pierce Transit will locate and install bus stop signs. Pierce Transit will maintain bus stop areas.

### **III. Service Description**

The Summer Trolley Demonstration, PT Trolley – Get Around Gig Harbor! will connect the historic downtown waterfront district to the Uptown shopping district and provide a connection at the Kimball Park and Ride to provide access to other Pierce Transit and Sound Transit routes. Trolley service is a tailored transit solution that will aid in Gig Harbor's unique transportation challenges. The PT Trolley will help reduce congestion in downtown, connect the downtown and uptown districts and renew interest in public transportation. PT Trolley service will offer trips every 30 minutes beginning at 11:00 a.m. to 7:30 p.m. Mondays, Wednesdays, and Thursdays, with extended service to 9:30 p.m. on Tuesdays and Fridays. Saturday service will operate from 9:00 am – 9:30 pm. Sunday service will operate from 10:00 am – 6:30 pm.

### **IV. Service Duration**

Service under this Agreement shall commence on July 9, 2013 and terminate on September 28, 2013. It is understood that this is a demonstration project only. A new agreement may be executed if the decision is made to make this a regular service in Gig Harbor.

### **V. Service Cost Estimate**

The estimated cost is a planning level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate" which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by Pierce Transit during the scheduling of the service prior to implementation. The actual start up and operating costs may be higher or lower than the estimate provided in Exhibit 1. The Parties agree that Pierce Transit will retain fare box revenue and such agreement is reflected in Exhibit 1.

Below are assumptions that serve as the basis of the service cost proposal:

- Total demonstration service hours: 1,762
- Demonstration three-month cost: \$257,257
- Gig Harbor's estimated share of demonstration cost: Sixteen Percent (\$41,161)
- Pierce Transit's estimated share of demonstration cost: Eighty-Four Percent (\$216,096)



- The cost of service will be determined solely by Pierce Transit's marginal cost rate 2013 and demonstration trolley startup costs including trolley lease cost, trolley and trolley bus graphics and preparation, trolley bus stop signage.
- Pierce Transit will retain all fare box revenue.