

# **Gig Harbor City Council Meeting**

**February 24, 2014  
5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, February 24, 2014 – 5:30 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Feb. 10, 2014.
2. Correspondence / Proclamations: a) Law Day Proclamation.
3. Liquor License Action: a) Special Occasion Liquor License – Kiwanis.
4. Receive and File: a) 2013 Annual Fire Inspection Report – PCFPD #5; b) Minutes from workstudy session with Tacoma-Pierce County Economic Development Board; c) Minutes from Boards and Candidate Review Committee – February 18, 2014.
5. Emergency Management Agreement – PCDEM.
6. Summer Sounds Contracts.
7. Eddon Boat Building – Second Amendment to Lease for Gig Harbor BoatShop.
8. SR16/Burnham/Borgen Interchange Wetland Monitoring-Year Five / Consultant Services Contract.
9. Ancich Waterfront Park Structural Inspection and Assessment Contract.
10. Appointments to Parks Commission.
11. Appointments to Salary Commission.
12. Civic Center Roof Repair – Small Public Works Contract Award.
13. Jerisich Dock Extension Project – Construction Bid Award.
14. Well No. 11 Final Design – Consultant Services Contract.
15. Cushman Trail Phase 4 Project Constructability Review – Consultant Services Contract.
16. Resolution No. 952 – Surplus I.T. Property.
17. Gig Harbor Downtown Waterfront Alliance Agreement.
18. Approval of Payment of Bills Feb. 24, 2014: Checks #74725 through #74835 in the amount of \$215,214.56.

**PRESENTATIONS:**

1. Law Day Proclamation – Stacy Colberg.
2. Gig Harbor Police Department / American Legion Post 236 - Gordon Aleshire – Year End Awards.
3. Gig Harbor Downtown Waterfront Alliance.

**OLD BUSINESS:**

1. Second Reading of Ordinance No.1285 – Adoption of Interim Regulations Regarding Separation of Marijuana Related Retail Establishments.

**NEW BUSINESS:**

1. Ballot for Pierce Transit Board of Directors.

**STAFF REPORT:**

**PUBLIC COMMENT:**

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

Pierce County Regional Council General Assembly - Update.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Eddon Park Beach Restoration and Art Unveiling – Ribbon Cutting Ceremony: Fri. Feb 28<sup>th</sup> at 3:00 p.m.
2. Joint City Council / Planning Commission Meeting: Mon. Mar 3<sup>rd</sup> 5:30 p.m.
3. City Council Meeting: Mon. Mar 10<sup>th</sup> at 5:30 p.m.
4. Please see city website for additional meeting information.

**ADJOURN:**

**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – February 10, 2014**

**PRESENT:** Councilmembers Arbenz, Perrow, Payne, Kadzik and Mayor Guernsey.  
Councilmembers Ekberg and Malich were absent.

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

**PLEDGE OF ALLEGIANCE:**

**MOTION:** To amend the agenda to add a brief Executive Session to the end of the meeting in order to discuss pending litigation per RCW 42.30.110.  
**Perrow / Kadzik** – unanimously approved.

**SWEARING IN CEREMONY:** Mayor Guernsey asked Rahna Lovrovich to come forward to be sworn in as the city's newest Councilmember, Position No. 4. When the ceremony completed, Councilmember Lovrovich took her seat at the dais.

**CONSENT AGENDA:**

1. Approval of City Council Minutes Jan. 13, 2014.
2. Liquor License Action: a) Renewals: El Pueblito, Discovery Village, Finholm's Grocery Deli, 7 Seas Brewing, Gig Harbor Liquor & Wine, Domo Sushi, and Blazing Onion.
3. Receive and File: a) Tacoma Narrows Airport Advisory Commission Minutes: September 26<sup>th</sup> and November 14<sup>th</sup>, 2013; b) Lodging Tax Advisory Committee Minutes Jan. 9, 2014; c) Boards and Candidate Review Minutes Jan. 21, 2014; d) Finance December Quarterly Report.
4. Appointments to Parks Commission.
5. Re-Appointments to Lodging Tax Advisory Committee.
6. Second Reading of Ordinance No. 1283 – Expiration of Utility Capacity Reservation Certificates for Utility Service Outside City Limits.
7. Tourism Promotion Activities Contracts: Tacoma Regional Convention Visitors Bureau; Kitsap Convention Bureau, and Tacoma South Sound Sports.
8. Maritime Pier – Dept. of Natural Resources (DNR) Aquatic Lands Lease Amendments.
9. Public Works Operations Center Geotechnical Study – Consultant Services Contract.
10. Resolution No. 950 – Equipment Purchase Reimbursement Obligation.
11. General Facilities and Rate Analysis – Consultant Services Contract.
12. Point Fosdick Drive Sidewalk Extension – Consultant Services Contract.
13. Critical Area Review – Amendment to Consultant Services Contract.
14. Cushman Trail Phase 3 - Constructability Review Assistance / Consultant Services Contract.
15. WWTP Phase 2 Habitat and Stream Buffer Mitigation Plan – Consultant Services Contract Amendment #1.
16. Approval of Payment of Bills Jan. 27, 2014: Checks #74462 through #74567 in the amount of \$685,308.36.

17. Approval of Payment of Bills Feb 10, 2013: Checks #74568 through #74724 in the amount of \$801,119.86/
18. Approval of Payroll for the month of January: Checks #7106 through #7126 and direct deposits in the amount of: \$347,850.69.

Councilmember Perrow said he would abstain from voting on the consent agenda as he is related to one of the appointees to the Parks Commission. City Attorney Angela Summerfield clarified that it isn't necessary for him to abstain.

**MOTION:** Move to adopt the Consent Agenda as presented.  
**Kadzik / Payne** - unanimously approved.

Mayor Guernsey announced the appointments to the Parks Commission of Christine Hewitson, who was present in the audience, and Sara McDaniel, who couldn't attend the meeting.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Waterfront Millville (WM) Residential Setback and Height Regulations. Planning Director Jennifer Kester presented a summary of this ordinance that would allow homes to be built closer to the sidewalk and to allow the building height to be measured at the property line. She said that after deliberation, Council could either adopt the ordinance as written, adopt with portions removed, deny the amendments, or direct staff to bring back all or a portion of the ordinance for a third reading.

**MOTION:** Move to adopt Ordinance No. 1284.  
**Kadzik / Payne** –

Councilmember Kadzik explained that he is in support of this amendment because it is more residential friendly than past amendments to the Millville area. He said that he lives on the uphill side of Harborview Drive and is one of those who will be most affected by this amendment. He added that it will mostly affect views from the second story of these houses, and that when standing on the street, this is not going to make much difference. He commented that in the early 90's, a group of residents approached the city to help keep the Waterfront Millville zone as residential friendly as possible. He said that this current amendment "evens the playing field," and that he hopes it will be enough incentive for a property owner to keep it residential rather than going commercial. There is no question that the vacant lots will be developed, he added. The question is how they will be developed, and if this makes it easier for someone to remodel or rebuild, then he is in favor of it.

Councilmember Perrow said that he mainly supports the ordinance because with the recent adoption of the Shoreline Master Program updates, the city took 35 feet of property rights. This ordinance is a small way to give some of that back and still respects the neighborhood. He voiced disappointment that this isn't being done in the other areas along the harbor affected by the SMP.

Councilmember Payne said that he has been supportive of these amendments throughout the process because of the state-mandated taking of citizens' property. Anyone who owns property can understand the burden if they were to have a percentage of their back yard taken away. This requirement was imposed by the city because it was imposed by the state, and so this is a minor "give-back." This will allow houses to be pushed forward eight feet towards the street in a neighborhood where many homes are already fairly close to the street. And, this will have minimum impact to the public, or the look, feel, and culture of the neighborhood, but will allow something reasonable for the property owners. He addressed the concern voiced by Councilmember Perrow by saying that instructions were given to the Planning Commission to address solutions for the other waterfront areas outside Millville. Councilmember Payne continued to say that these recommendations are reasonable options resulting from a volunteer Planning Commission and their extensive public process and public input. He also shared that the Planning Director has said the impact of this amendment will be between one and two feet height increase for existing homes. For the rare existing empty lots, it would not increase the allowed height, but the impact from the street of the view. He shared a comment from former Mayor and resident of Millville, Jake Bujacich, when he said if you are looking at a 16, 18, or 20 foot high building from the street, it doesn't make much of a difference. Because this won't cause a substantive change in the view he will support this ordinance to give something back to property owners and to help the potential rehabilitation of existing homes.

Councilmember Arbenz said that he too, will support the amendment. He explained that although he wasn't on the Council during the debate on this issue, he has paid close attention and attended most of the meetings and the open house. He said that in listening to a lot of the citizens, this is ultimately a very minor change, and it gets to the core of the issue, which is the role of the Government and where it can give relief to the citizens as it relates to their own property. This is a minor change that gives back to people who lost. This is an important issue and echoing what Councilmember Payne stated, he just can't see where it is going to be a major change that is going to disrupt anybody's view. If it were, he continued to say, he might feel differently.

Councilmember Lovrovich said she has attended most all of the council meetings and the open houses in regards to these amendments. Originally, she explained, she was on the fence and because it's affecting so few properties you could say why bother passing this, or you could say go ahead because it only affects a couple. What has tipped her in favor of voting yes on this is that Soundview Drive is a designated parkway which means the wide- range of non-residential uses in the Millville area can build 0-10 feet. This will now allow a little wiggle room to allow residential properties to remain. This is in keeping with what most of the public wants to see there; a mix of residence and business. The law currently tips it towards non-residential uses and so personally, she would rather look at a house when walking down the sidewalk. That is what she has been hearing from some of the people she has been talking to, and so she is in support of it.

Mayor Guernsey asked if there were any further comments from Council. Seeing none, she called for the vote.

**RESTATED MOTION:** Move to adopt Ordinance No. 1284.  
**Kadzik / Payne** – unanimously approved.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – Adoption of Interim Regulations re: Separation of Marijuana Retail Establishments. Senior Planner Lindsey Sehmel presented the background information for this 12-month ordinance to adopt interim regulations for a 2,500 ft. separation requirement for marijuana retailers licensed by the state.

Mayor Guernsey opened the public hearing at 5:59 p.m. No one came forward to speak and so the hearing closed. This will return on the agenda on February 24<sup>th</sup> for a second reading.

2. Initiation of Amendment No. 2 of Harbor Hill Development Agreement. Planning Director Jennifer Kester presented the background to this second proposed amendment that would allow the expansion of the M-2 parcel in support of Emerald Communities' Heron's Key project, update the infrastructure construction sequencing, and allow model homes to begin construction prior to completion of infrastructure improvements provided that necessary improvements are completed before occupancy.

**MOTION:** Move to initiate further processing of the proposed Amendment #2 to the development agreement with Harbor Hill LLC.  
**Kadzik / Payne** – four voted in favor. Councilmember Perrow abstained due to a conflict of interest.

3. Gig Harbor Arts Commission Recommendation for Bogue Viewing Platform. Special Projects Coordinator Lita Dawn Stanton provided the background for this recommendation from the Gig Harbor Arts Commission for artwork that honors the Scandinavian heritage of the Finholm District, and to be located at the Bogue Viewing Platform. She said that there were eight proposals submitted and reviewed by the Arts Commission; Stuart Nakamira's "*Memory Vessel and Shield*" was chosen.

Charlee Glock Jackson, Vice-chair of the Gig Harbor Arts Commission, explained that it was a tough decision, and in the process the commission learned a lot about the Scandinavian heritage and its art.

**MOTION:** Move to approve and authorize the Mayor to execute a contract (project agreement) with artist Stuart Nakamira for Public Art at the Bogue Viewing Platform in an amount not to exceed \$25,000.  
**Payne / Kadzik** – unanimously approved.

4. Resolution No. 951 Setting a Public Hearing Date – Rust Street Vacation / Colvos Trust. Public Works Director Jeff Langhelm presented this request to vacate a portion of Rust Street which falls under the non-users statute. He clarified that this is the last section of Rust Street to be vacated and that the city doesn't own the property; this just clears the title. This resolution sets the public hearing date in accordance with Chapter 12.14.002 of the municipal code.

**MOTION:** Move to adopt Resolution No. 951 setting Monday, March 10, 2014 at 5:30 p.m. as the date for the public hearing on the proposed street vacation for a portion of Rust Street at the intersection of Rust Street and North Harborview Drive.

**Arbenz / Perrow** – unanimously approved.

**STAFF REPORT:**

Public Works Director Jeff Langhelm reported on the crew's snow-removal efforts during the recent storm. He complimented Superintendent Marco Malich's efforts to get the crew out early with plows and sanders, adding that the worst section of town was Sehmel Drive and Bujacich Road due to traffic unable to navigate the slick roads.

**PUBLIC COMMENT:** None.

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

Mayor Guernsey presented these updates:

1. Maritime Pier Extension / Fuel Facility Update. There is a committee looking at extending the Maritime Pier with transient moorage for visitors, and a fuel facility. It's not far along, but something we are looking at.

2. Ancich Waterfront Park Committee Update. The committee is working on conceptual design. Councilmember Lovrovich is on the committee, which is coming along.

3. Boat Show Update. The city's first-time booth at the nine-day boat show had a tremendous amount of visitors. Karen Scott and Lita Dawn Stanton put in a lot of time and did an incredible job on the booth. Staff, along with other members of the community put in a lot of hours manning the booth. There were a lot of people that came through. During the three days she worked, everyone was more encouraging than imaginable. People love Gig Harbor, she stressed, and boaters want to see more amenities such as a grocery store, a fuel facility, and more reserved moorage.

Councilmember Payne reported that he attended the bi-monthly Flood Control Zone District Advisory Committee. He said that he and Mr. Langhelm are working on an Interlocal agreement with Pierce County to make sure we are eligible for the Opportunity Fund, although it isn't much. Most of the flooding problems lie in the east, which can have an economic impact on us here, and so he continues to be supportive and represent our interests.

Councilmember Payne then announced the upcoming educational presentation by West Sound Wildlife Shelter on co-existing with coyotes. There are at least two coyote populations in the downtown core and this group has tips on how to ease the coyotes out of the community.

Councilmember Perrow said that he attended his first employee Wellness Committee meeting. He explained that if the city complies with the guidelines to become a “Well City” we can realize a 2% discount on our health insurance premiums. He complimented Mary Ann McCool and Shawna Wise for their work on the program.

Councilmember Kadzik explained that he is on the Board of Directors for the Downtown Waterfront Alliance / Mainstreet Program, and last week they had a tremendous event. A consultant came in for three days to work with the shop owners on window-dressing and how to encourage customers to enter the store and spend money. Around 50 people attended the talk she gave the first evening. The next day she performed seven “mini-makeovers” giving hints towards what works and what doesn’t. The final day she did an all-day makeover for one store. He said that this program shows city dollars at work with very productive results.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Boards and Candidate Review: Tue. Feb. 18<sup>th</sup> at 4:00 p.m.
2. Operations Committee Meeting: Thur. Feb. 20<sup>th</sup> at 3:00 p.m.
3. Council Retreat – Saturday, February 22<sup>nd</sup> 8:00 a.m. – 12:00 p.m.
4. See City Website for other meeting information.

**EXECUTIVE SESSION:**

At 6:22 p.m. Council adjourned to executive session for approximately 10 minutes to discuss pending litigation per RCW 42.30.110.

They returned to regular session at 6:35 p.m. The Mayor asked to adjourn the meeting and introduced Bruce Kendall from the Economic Board Pierce County.

**ADJOURN TO WORKSTUDY SESSION:** Tacoma Pierce County Economic Development Board.

**MOTION:** Move to adjourn to a workstudy session at 6:35 p.m.  
**Kadzik / Payne** – unanimously approved.

CD recorder utilized: Tracks 1004 – 1030

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Jill Guernsey, Mayor

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Molly Towslee, City Clerk



## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, Law Day is an acknowledgement and celebration of the heritage that is our nation's and state's system of justice, liberty, and equality under the law; and May 1 has been declared by Congress to be Law Day; and

**WHEREAS**, the American Bar Association declared the theme for Law Day 2014 as "American Democracy and the Rule of Law: Why Every Vote Matters"; and

**WHEREAS**, this theme honors the vital role of the Judiciary in ensuring there is equal protection under the law; and

**WHEREAS**, the Washington Judiciary has dedicated itself to preserving the rights of all residents to equal access to the courts to resolve disputes fairly and equitably; and

**WHEREAS**, it is important to emphasize through educational programs how this nation's laws and our system of justice have contributed to the freedoms that all Americans of all ages enjoy; and

**WHEREAS**, the justice system in Gig Harbor – including the Judiciary, court staff, State and County Bar Associations, and attorneys and their staffs – works to ensure those same freedoms in Washington; and

**WHEREAS**, on April 30, 2014, the Gig Harbor Municipal Court and Gig Harbor schools will be celebrating LAW DAY, with an essay contest and a poster contest that connects students with the law and invites them to explore the principles at issue in this year's theme;

**NOW THEREFORE**, I, Jill Guernsey, Mayor of the City of Gig Harbor, do proclaim May 1, 2014, to be

### Law Day

in the City of Gig Harbor and the days surrounding May 1st to be included in the Law Day activities celebrating our commitment to the rule of law. *In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24<sup>th</sup> of February, 2014.*

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**Mayor, City of Gig Harbor**

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**Date**

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

TO: MAYOR OF GIG HARBOR

February 12, 2014

SPECIAL OCCASION # 093484

KIWANIS CLUB OF PENINSULA/GIG HARBOR  
PO BOX 1491  
GIG HARBOR, WA 98335

DATE: MAY 10, 2014

TIME: NOON TO 6 PM

PLACE: UPTOWN GIG HARBOR PAVILLION - 4701 PT FOSDICK DR, GIG HARBOR

CONTACT: MELANI JOYAL, 206-719-6751

SPECIAL OCCASION LICENSES

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

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

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

OPTIONAL CHECK LIST

EXPLANATION

|                        |       |                                |
|------------------------|-------|--------------------------------|
| LAW ENFORCEMENT        | _____ | YES <u>    </u> NO <u>    </u> |
| HEALTH & SANITATION    | _____ | YES <u>    </u> NO <u>    </u> |
| FIRE, BUILDING, ZONING | _____ | YES <u>    </u> NO <u>    </u> |
| OTHER:                 | _____ | YES <u>    </u> NO <u>    </u> |

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

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



## Gig Harbor Fire & Medic One

January 15, 2014

Mr. Paul Rice  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

### RE: 2013 Annual Fire Inspection Report

Dear Mr. Rice:

This report is in accordance with the Interlocal Agreement for Fire Inspection Services between the City of Gig Harbor and Pierce County Fire District #5, dated 9/10/2012.

#### Section 3:

- A. Pierce County Fire District #5 has six employees that are currently certified to complete IFC fire code inspections. The District has engaged four of these employees to complete annual fire inspections. The names and titles of these inspectors are as follows, with an asterisk after the name to indicate those engaged:

Division Chief Eric Waters\*  
Fire Prevention Specialist Nanette Tatom  
Lieutenant Mark Metsker\*  
Firefighter Paul Hayes  
Firefighter Phil Miller\*  
Firefighter Paul Youngman\*

- B./C. In October 2011, Pierce County Fire District #5 provided the City of Gig Harbor Fire Marshal direct electronic access to all of PCFD#5's occupancy files and hydrant fire flow files. This access provides continuous real time information for all Property Inspections, all Correction Notices, and Emergency Correction Notices.
- D. There were no (0) Emergency Correction Notices issued for the reporting period.

Attached is a recap report for each inspector dated from January 2013 through December 2013 for your information.

Professionally Yours,

Eric D. Waters, Division Chief  
Gig Harbor Fire & Medic One

Gig Harbor Fire and Medic One  
Inspection Program  
January 2013 - December 2013

| 2013 Month   | # Inspections<br>Initiated | # Re-<br>Inspections<br>Completed | Combined Total<br>Inspections &<br>Re-Inspections | Compliant  |
|--------------|----------------------------|-----------------------------------|---|------------|
| January      | 122                        | 47                                | 169   | 85         |
| February     | 77                         | 50                                | 127   | 72         |
| March        | 141                        | 71                                | 212   | 124        |
| April        | 129                        | 42                                | 171   | 146        |
| May          | 94                         | 48                                | 142   | 127        |
| June         | 70                         | 24                                | 94  | 79         |
| July         | 25                         | 2                                 | 27  | 23         |
| August       | 60                         | 7                                 | 67  | 38         |
| September    | 14                         | 49                                | 63  | 46         |
| October      | 92                         | 12                                | 104   | 64         |
| November     | 110                        | 54                                | 164   | 96         |
| December     | 65                         | 54                                | 119   | 88         |
| <b>Total</b> | <b>999</b>                 | <b>460</b>                        | <b>1459</b>                                       | <b>988</b> |



## Minutes for Workstudy Session: Gig Harbor City Council & Economic Development Board for Tacoma-Pierce County

**DATE:** Feb. 10, 2014  
**TIME:** 7:30 p.m.  
**LOCATION:** Council Chambers  
**SCRIBE:** Molly Towslee, City Clerk  
**MEMBERS PRESENT:** Mayor Guernsey and Councilmembers Arbenz, Perrow, Lovrovich, Payne, and Kadzik. Councilmembers Ekberg and Malich were absent.  
**STAFF PRESENT:** Denny Richards and Molly Towslee.

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### INTRODUCTION

Mayor Guernsey opened the worksession and talked about serving on the Board of Directors for the EDB. She explained that it has been quite an education, and she is learning how small cities differ from when it comes to economic development. She said she invited Bruce to come and share his insight on what their organization can do to help Gig Harbor and what we can do for them. She introduced Bruce Kendall, President and CEO for the Economic Development Board for Tacoma-Pierce County.

Mr. Kendall presented an overview of the dynamics of the EDB in Pierce County economics. He touched on the following topics:

- Nonprofit corporation
- Retain and Recruit primary businesses
- 95 Investors – private and public

He said that the goals for the EDB is based on the economy, challenge, and intertwined economies and how to make that work. There is focus on primary companies that are located here but sell outside to bring in dollars. There are several facets of this:

- Global competition: Port, Boeing
- National competition: Seahawks, JBLM, US Open
- State and regional competition: Amazon, State Farm, Niagara Water
- Local competition: St. Anthony's, Tides Tavern, Summer Sounds, Museum.

He said that the EDB also works with Metagenics, Wade Perrow Construction, Threshold Group, Russell Foundation, Peninsula Light, and Transpire. Mr. Kendall stressed that communities that thrive have thriving businesses. He said that Gig Harbor has health services and financial services and should focus on a cluster strategy to build on these existing services. He then addressed questions.

In regards to the US Open, what does the EDB do?

- Reserve a hospitality suite at the event to host clients.
- Figure out how to use this to attract other companies to look at Pierce County

How do we guarantee that Gig Harbor doesn't get left out of these efforts?

- EDB continues to work towards business retention by visiting existing companies at least once a year. This builds relationships.
- Look for opportunities to show Gig Harbor to "site selectors."

What do you see as Gig Harbor's advantage and what can we do to be more competitive?

- Location on the water and harbor's natural beauty is a unique draw. The "WOW" factor.
- Amenities right up the hill from the water.
- Quality of life makes it an easy sell.
- Opportunities: catalogue the empty buildings and what can be located there.

What are the disadvantages to locating a business in Gig Harbor?

- Used to be the bridge traffic, but not hearing that any more since second bridge.

We need to do a better job of revealing the opportunities in this hidden gem. Decide what you are trying to attract here, and then sell that. A few things we can do?

- What is the plan for the vacant lots?
- Are they on the market?
- What's really available to be done in the downtown?

The intensity levels of the downtown are low. Market to financial services to obtain a "cluster" effect and to create synergy.

Spinnaker Strategies identified health and financial services as two areas to concentrate the efforts to market. Focus on the boutique or startup business.

How do we market ourselves once we identify our strengths?

- Narrow your focus
- Gorilla marketing – publications, articles, in trade journals.
- Continue to educate potential businesses in appropriate places such as trade shows, schools.
- Existing business and who they know.

Metagenics: blue collar workers that live in Kitsap County due to the lower cost of living. Efforts to coordinate more with Kitsap County to help bridge the disconnected feeling? Mr. Kendall said he talks to his counterpart in Kitsap County on a regular basis and they collaborate on large projects. He will hand off leads if they won't work in our market. He promised to do more of this.

Councilmembers thanked Mr. Kendall for his presentation. There were no further comments; the worksession adjourned.



## BOARDS AND COMMISSIONS CANDIDATE REVIEW COMMITTEE

**DATE:** February 18, 2014  
**TIME:** 4:10 p.m.  
**LOCATION:** Executive Conference Room  
**SCRIBE:** Molly Towslee, City Clerk  
**PRESENT:** Councilmembers Kadzik, Ekberg, and Malich.  
Rahna Lovrovich, Past-Chair of the Parks Commission Chair and City Councilmember, and Shawna Wise, Executive Assistant.

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### **New Business:**

#### 1. Review Candidates for Park Commission.

Bonnie Melchoir said that she has two children in college and likes to stay busy, and so she would like to volunteer in the community. She said she used to coach soccer and Little League while living in California, and has lived in Gig Harbor since 1994. She has worked for various construction companies and so she can look at the parks through a safety standpoint aspect. She used the dangerous debris left in the Adam Tallman Park after a terrible windstorm a few years ago as an example.

When asked about her involvement with the youth, she explained that since moving here she has been the score-keeper for Little League when her children were younger and it was held at City Park at Crescent Creek.

Ms. Melchoir said she is familiar with the Parks Commission meeting requirement of once a month in the evenings, which works well with her work schedule.

She is very familiar with Cushman Trail, and has spent time in Skansie Brothers' Park and Netshed, Eddon Boatshop where they watched the Thunderbird being built and the old track. While working for Wade Perrow Construction, she and her family participated twice with the annual Parks Appreciation Day work at Donkey Creek, helping to pull ivy from the trees. Ms. Melchoir said she has done some research on the Ancich family to familiarize herself with the history of the new city park. When asked if she had any ideas for our city parks in the future, Ms. Melchoir said she would like to see the Skansie House available to rent for weddings or anniversaries similar to a small house in Seabeck with a beautiful view. She talked about the beautiful engraving at the Crescent Park, voicing concern for how the city would keep this from being vandalized.

Councilmembers explained that there is a plan for a fence, lighting and cameras to address that concern. There was also discussion on once again closing the gate to the park at dusk and patrolling to cut down on the nighttime traffic and vandalism.

Ms. Melchoir said that the parks here are beautiful, and it is wonderful what Gig Harbor has done for parks and the community. She said she would like to give back to her community and is interested in learning the history of the town.

Councilmembers thanked her for coming to the interview. When she left, they discussed all the candidates and their qualifications, and openings on other commissions that might be filled with these applicants.

At 4:30 p.m. Councilmember Malich joined the meeting and the discussion continued.

Councilmembers said that they would like to know how many openings would be coming up on the Planning Commission before making a recommendation, but Councilmembers Ekberg and Kadzik said they would recommend the reappointment of John Skansi and the appointment of Douglas Pfeffer for the Parks Commission.

Councilmember Malich said that he would recommend that Mr. Skansi be reappointed, but that he would recommend that Bonnie Melchior be appointed to Parks.

A recommendation for John Skansi and Douglas Pfeffer will go forward to the full Council.

2. Review Candidates for Salary Committee. Harris Atkins has asked to be re-appointed, and advertising for the other two vacancies led to one applicant, Rosalie Williamson. The committee members recommended reappointment of Harris and appointment of Ms. Williamson to the term ending in 2018.

There were no further comments; the meeting adjourned at 4:40 p.m.



**Subject:** Agreement with Pierce County Department of Emergency Management whereby they provide assistance to the city of Gig Harbor in preparing, mitigating, responding to and recovering from emergencies as outlined in Attachment "A"

**Proposed Council Action:** Approve and authorize the Mayor to execute the attached agreement with Pierce County DEM

**Dept. Origin:** Police Department

**Prepared by:** Chief Mike Davis *(M#)*

**For Agenda of:** February 24, 2014

**Exhibits:** Agreement and attachment "A"

Initial & Date

**Concurred by Mayor:** *SM 1/29/14*

**Approved by City Administrator:** *R 1/28/14*

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

**Approved by Finance Director:** *R 1/28/14*

**Approved by Department Head:** *(M) 1/28/14*

| Expenditure | Amount              | Appropriation Required |
|-------------|---------------------|------------------------|
| \$6,519.50  | Budgeted \$6,519.50 | 0                      |

**INFORMATION/BACKGROUND**

This agreement and attachment "A" is an extension of the current agreement in place, whereby Pierce County DEM is responsible for providing assistance in defending and protecting the lives and property of the citizens of Gig Harbor against the losses resulting from major emergencies or disasters, either man-made or from natural causes.

**FISCAL CONSIDERATIONS**

\$6,519.50 (based on the estimated 2013 population of Gig Harbor of 7,670 as estimated by the Washington State Office of Financial Management multiplied by \$0.85)

**RECOMMENDATION**

I recommend that the Council authorize the Mayor or designee to approve the attached Agreement for Emergency Management Services

**AGREEMENT FOR EMERGENCY MANAGEMENT**

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of Gig Harbor, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, County has established an Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January, 2014 and terminating at midnight on the 31st day of December, 2018, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

4. Services. County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW and Attachment "A" to this document.

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.85 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31, 2014. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index (CPI-W) for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties.

6. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County : Pierce County  
Department of Emergency Management  
Director  
2501 S 35<sup>th</sup> St #D  
Tacoma, WA 98409-7405

If to City of Gig Harbor: City of Gig Harbor  
Jill Guernsey, Mayor  
3510 Grandview St  
Gig Harbor, WA 98335

7. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

8. Hold Harmless and Indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of the indemnifying party's negligence. Each party shall promptly notify the other of any such claim.

9. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of

any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

10. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in chapter 38.52 RCW,

11. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.  
Date this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PIERCE COUNTY**

**CITY OF GIG HARBOR**

**Approved:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Prosecuting Attorney  
(as to form only)

By \_\_\_\_\_ Date \_\_\_\_\_  
~~Jill Guernsey~~ Steve Ekberg, Pro Tem  
Mayor, City of Gig Harbor

Attest:

By \_\_\_\_\_ Date \_\_\_\_\_  
Budget and Finance

By \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk

**Approved:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Lowell Porter  
Director

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney (as to form only)

ATTACHMENT "A"

City of Gig Harbor

January, 2014 – December, 2018 Emergency Management Work Plan

1. Provide full 24 hour a day Duty Office coverage for Emergency Management issues.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in either City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge. The County shall remain harmless of the results from City's application of federal funding.
5. Provide availability of County's emergency resources not required for County use elsewhere during emergencies. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Equipment to include but not limited to the sandbag machine.
6. Provide annual hazard exercise.
7. Provide (3) public education presentations on emergency preparedness issues.
8. Provide training for City's EOC staff as appropriate.
9. Provide education program for officials as necessary.
10. Provide access to the County's Portal, restricted to City's Law Enforcement and Emergency Response staff only.

Note: Optional services that may be requested for additional compensation by the City and provided by the County may include but not be limited to the Natural Hazard Mitigation Plan of Disaster Mitigation Act of 2000 (DMA2K) and the Pierce County Neighborhood Emergency Team (PC NET) Program.

April 1, 2013 Population of  
Cities, Towns and Counties  
Used for Allocation of Selected State Revenues  
State of Washington

| County<br>Municipality | Census<br>2010 | Estimate<br>2011 | Estimate<br>2012 | Estimate<br>2013 | County<br>Municipality            | Census<br>2010 | Estimate<br>2011 | Estimate<br>2012 | Estimate<br>2013 |
|------------------------|----------------|------------------|------------------|------------------|-----------------------------------|----------------|------------------|------------------|------------------|
| <b>Pend Oreille</b>    | <b>13,001</b>  | <b>13,000</b>    | <b>13,100</b>    | <b>13,150</b>    | <b>Snohomish <i>continued</i></b> |                |                  |                  |                  |
| Unincorporated         | 9,810          | 9,790            | 9,890            | 9,945            | Everett                           | 103,019        | 103,100          | 103,300          | 104,200          |
| Incorporated           | 3,191          | 3,210            | 3,210            | 3,205            | Gold Bar                          | 2,075          | 2,060            | 2,060            | 2,080            |
| Cusick                 | 207            | 210              | 210              | 205              | Granite Falls                     | 3,364          | 3,370            | 3,380            | 3,385            |
| Ione                   | 447            | 445              | 445              | 445              | Index                             | 178            | 180              | 180              | 180              |
| Metaline               | 173            | 175              | 175              | 175              | Lake Stevens                      | 28,069         | 28,210           | 28,510           | 28,960           |
| Metaline Falls         | 238            | 240              | 240              | 240              | Lynnwood                          | 35,836         | 35,860           | 35,900           | 35,960           |
| Newport                | 2,126          | 2,140            | 2,140            | 2,140            | Marysville                        | 60,020         | 60,660           | 61,360           | 62,100           |
|                        |                |                  |                  |                  | Mill Creek                        | 18,244         | 18,370           | 18,450           | 18,600           |
| <b>Pierce</b>          | <b>795,225</b> | <b>802,150</b>   | <b>808,200</b>   | <b>814,500</b>   | Monroe                            | 17,304         | 17,330           | 17,390           | 17,510           |
| Unincorporated         | 366,738        | 372,110          | 375,955          | 378,495          | Mountlake Terrace                 | 19,909         | 19,990           | 20,090           | 20,160           |
| Incorporated           | 428,487        | 430,040          | 432,245          | 436,005          | Mukilteo                          | 20,254         | 20,310           | 20,360           | 20,440           |
| Auburn <i>part</i>     | 7,419          | 7,655            | 7,850            | 8,915            | Snohomish                         | 9,098          | 9,200            | 9,215            | 9,220            |
| Bonney Lake            | 17,374         | 17,500           | 17,730           | 18,010           | Stanwood                          | 6,231          | 6,220            | 6,300            | 6,340            |
| Buckley                | 4,354          | 4,345            | 4,365            | 4,370            | Sultan                            | 4,651          | 4,655            | 4,660            | 4,660            |
| Carbonado              | 610            | 610              | 610              | 610              | Woodway                           | 1,307          | 1,305            | 1,310            | 1,300            |
| DuPont                 | 8,199          | 8,430            | 8,640            | 8,855            |                                   |                |                  |                  |                  |
| Eatonville             | 2,758          | 2,775            | 2,785            | 2,815            | <b>Spokane</b>                    | <b>471,221</b> | <b>472,650</b>   | <b>475,600</b>   | <b>480,000</b>   |
| Edgewood               | 9,387          | 9,405            | 9,425            | 9,460            | Unincorporated                    | 136,097        | 136,713          | 136,487          | 137,813          |
| Enumclaw <i>part</i>   | 0              | 0                | 0                | 0                | Incorporated                      | 335,124        | 335,937          | 339,113          | 342,187          |
| Fife                   | 9,173          | 9,220            | 9,235            | 9,290            | Airway Heights                    | 6,114          | 6,220            | 7,780            | 7,935            |
| Fircrest               | 6,497          | 6,500            | 6,525            | 6,540            | Cheney                            | 10,590         | 10,790           | 10,820           | 11,070           |
| Gig Harbor             | 7,126          | 7,200            | 7,340            | 7,670            | Deer Park                         | 3,652          | 3,675            | 3,715            | 3,800            |
| Lakewood               | 58,163         | 58,190           | 58,260           | 58,310           | Fairfield                         | 612            | 595              | 600              | 615              |
| Milton <i>part</i>     | 6,137          | 6,140            | 6,150            | 6,345            | Latah                             | 193 *          | 195              | 195              | 195              |
| Orting                 | 6,746          | 6,770            | 6,790            | 6,930            | Liberty Lake                      | 7,591          | 7,705            | 7,900            | 8,190            |
| Pacific <i>part</i>    | 92             | 85               | 85               | 85               | Medical Lake                      | 5,060          | 4,910            | 4,920            | 4,945            |
| Puyallup               | 37,022         | 37,240           | 37,620           | 37,980           | Millwood                          | 1,786          | 1,785            | 1,785            | 1,790            |
| Roy                    | 793            | 795              | 805              | 805              | Rockford                          | 470            | 470              | 470              | 470              |
| Ruston                 | 749            | 750              | 755              | 795              | Spangle                           | 278            | 280              | 280              | 280              |
| South Prairie          | 434            | 435              | 435              | 435              | Spokane                           | 208,916        | 209,100          | 210,000          | 211,300          |
| Steilacoom             | 5,985          | 6,000            | 6,015            | 6,040            | Spokane Valley                    | 89,755         | 90,110           | 90,550           | 91,490           |
| Sumner                 | 9,451          | 9,450            | 9,470            | 9,520            | Waverly                           | 107 *          | 102 *            | 98 *             | 107 *            |
| Tacoma                 | 198,397        | 198,900          | 199,600          | 200,400          |                                   |                |                  |                  |                  |
| University Place       | 31,144         | 31,170           | 31,270           | 31,340           | <b>Stevens</b>                    | <b>43,531</b>  | <b>43,600</b>    | <b>43,700</b>    | <b>43,800</b>    |
| Wilkeson               | 477            | 475              | 485              | 485              | Unincorporated                    | 33,893         | 33,946           | 34,035           | 34,160           |
|                        |                |                  |                  |                  | Incorporated                      | 9,638          | 9,654            | 9,665            | 9,640            |
| <b>San Juan</b>        | <b>15,769</b>  | <b>15,900</b>    | <b>15,925</b>    | <b>16,000</b>    | Chewelah                          | 2,607          | 2,610            | 2,620            | 2,615            |
| Unincorporated         | 13,607         | 13,720           | 13,785           | 13,815           | Colville                          | 4,673          | 4,690            | 4,695            | 4,685            |
| Incorporated           | 2,162          | 2,180            | 2,140            | 2,185            | Kettle Falls                      | 1,595          | 1,605            | 1,600            | 1,595            |
| Friday Harbor          | 2,162          | 2,180            | 2,140            | 2,185            | Marcus                            | 183 *          | 174 *            | 175              | 175              |
|                        |                |                  |                  |                  | Northport                         | 295            | 295              | 295              | 290              |
| <b>Skagit</b>          | <b>116,901</b> | <b>117,400</b>   | <b>117,950</b>   | <b>118,600</b>   | Springdale                        | 285            | 280              | 280              | 280              |
| Unincorporated         | 48,112         | 48,255           | 48,345           | 48,411           |                                   |                |                  |                  |                  |
| Incorporated           | 68,789         | 69,145           | 69,605           | 70,189           | <b>Thurston</b>                   | <b>252,264</b> | <b>254,100</b>   | <b>256,800</b>   | <b>260,100</b>   |
| Anacortes              | 15,778         | 15,860           | 15,960           | 16,080           | Unincorporated                    | 135,123        | 135,830          | 136,610          | 137,395          |
| Burlington             | 8,388          | 8,420            | 8,435            | 8,445            | Incorporated                      | 117,141        | 118,270          | 120,190          | 122,705          |
| Concrete               | 710 *          | 710              | 715              | 710              | Bucoda                            | 562            | 560              | 560              | 560              |
| Hamilton               | 301            | 300              | 300              | 304 +            | Lacey                             | 42,393         | 42,830           | 43,600           | 44,350           |
| La Conner              | 891            | 885              | 895              | 890              | Olympia                           | 46,478         | 46,780           | 47,500           | 48,480           |
| Lyman                  | 438            | 440              | 440              | 440              | Rainier                           | 1,794          | 1,825            | 1,825            | 1,840            |
| Mount Vernon           | 31,743         | 31,940           | 32,250           | 32,710           | Tenino                            | 1,695          | 1,700            | 1,705            | 1,705            |
| Sedro-Woolley          | 10,540         | 10,590           | 10,610           | 10,610           | Tumwater                          | 17,371         | 17,570           | 17,900           | 18,300           |
|                        |                |                  |                  |                  | Yelm                              | 6,848          | 7,005            | 7,100            | 7,470            |
| <b>Skamania</b>        | <b>11,066</b>  | <b>11,150</b>    | <b>11,275</b>    | <b>11,300</b>    | <b>Wahkiakum</b>                  | <b>3,978</b>   | <b>4,000</b>     | <b>4,025</b>     | <b>4,020</b>     |
| Unincorporated         | 8,645          | 8,685            | 8,755            | 8,780            | Unincorporated                    | 3,446          | 3,470            | 3,500            | 3,520            |
| Incorporated           | 2,421          | 2,465            | 2,520            | 2,520            | Incorporated                      | 532            | 530              | 525              | 500              |
| North Bonneville       | 956            | 965              | 1,000            | 1,005            | Cathlamet                         | 532            | 530              | 525              | 500              |
| Stevenson              | 1,465          | 1,500            | 1,520            | 1,515            |                                   |                |                  |                  |                  |
|                        |                |                  |                  |                  | <b>Walla Walla</b>                | <b>58,781</b>  | <b>58,800</b>    | <b>59,100</b>    | <b>59,500</b>    |
| <b>Snohomish</b>       | <b>713,335</b> | <b>717,000</b>   | <b>722,900</b>   | <b>730,500</b>   | Unincorporated                    | 16,750         | 16,815           | 16,975           | 17,150           |
| Unincorporated         | 302,292        | 304,435          | 308,445          | 312,500          | Incorporated                      | 42,031         | 41,985           | 42,125           | 42,350           |
| Incorporated           | 411,043        | 412,565          | 414,455          | 418,000          | College Place                     | 8,765          | 8,780            | 8,845            | 8,875            |
| Arlington              | 17,926         | 17,930           | 17,970           | 18,270           | Prescott                          | 318            | 320              | 325              | 325              |
| Bothell <i>part</i>    | 16,415         | 16,570           | 16,720           | 17,020           | Waitsburg                         | 1,217          | 1,215            | 1,215            | 1,220            |
| Brier                  | 6,087          | 6,100            | 6,155            | 6,315            | Walla Walla                       | 31,731         | 31,670           | 31,740           | 31,930           |
| Darrington             | 1,347          | 1,345            | 1,345            | 1,350            |                                   |                |                  |                  |                  |
| Edmonds                | 39,709         | 39,800           | 39,800           | 39,950           |                                   |                |                  |                  |                  |



Business of the City Council  
City of Gig Harbor, WA

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

**Dept. Origin:** Administration - Marketing

**Prepared by:** Karen Scott  
Marketing Director

**Proposed Council Action:** Authorize the award and execution of nine contracts for the 2014 Summer Sounds Concert Series at Skansie Brothers Park, for a total of eleven thousand three hundred dollars (\$11,300.00).

**For Agenda of:** February 24, 2014

**Exhibits:** Contracts

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date  
*SK 2/11/14*  
*R 2/10/14*  
*OK via email*  
*JF 2/10/14*  
*KLH 2/10/14*

|                      |           |                 |           |                        |   |
|----------------------|-----------|-----------------|-----------|------------------------|---|
| Expenditure Required | \$ 11,300 | Amount Budgeted | \$ 26,000 | Appropriation Required | 0 |
|----------------------|-----------|-----------------|-----------|------------------------|---|

**INFORMATION / BACKGROUND**

Attached are nine contracts for the 2014 Summer Sounds at Skansie Concert Series.

|           |                                |             |
|-----------|--------------------------------|-------------|
| All dates | Pacific Stage                  | \$ 4,500.00 |
| 24-June   | Stephanie Anne Johnson         | \$ 1,050.00 |
| 8-July    | Off the Hook                   | \$ 550.00   |
| 15-July   | Ranger and the Re-Arrangers    | \$ 500.00   |
| 22-July   | Wanker Productions (Beatniks)  | \$ 2,000.00 |
| 29-July   | Chris Anderson                 | \$ 1,000.00 |
| 5-Aug     | Blue Rocket Music              | \$ 500.00   |
| 12-Aug    | Stick Shift Annie with Kimball |             |
|           | And the Fugitives              | \$ 550.00   |
| 19-Aug    | Funaddicts                     | \$ 650.00   |

**FISCAL CONSIDERATION**

Corporate contributions collected (\$26,000) will also cover staff expenses at the events to include Police, Public Works and Marketing overtime. Also covered in corporate contributions are printing and publicity. The expense is within the \$26,000 that was anticipated in the adopted 2014 budget, identified under the Parks Operating Fund, Objective No. 4.

**BOARD OR COMMITTEE RECOMMENDATION**

Recommend that the Council authorize and accept the contracts.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of nine contracts for the 2014 Summer Sounds Concert Series at Skansie Brothers Park, for a total of Eleven Thousand Three Hundred Dollars (\$11,300.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PACIFIC STAGE, INC., a Washington corporation, whose address is PO Box 1606, Olympia, 98507 (hereinafter the "Contractor").

**RECITALS**

WHEREAS, the City wishes to engage the Contractor to provide sound services, as part of the Gig Harbor 2014 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert series on: June 24<sup>th</sup>, July 1<sup>st</sup>, July 8<sup>th</sup>, July 15<sup>th</sup>, July 22<sup>nd</sup>, July 29<sup>th</sup>, August 5<sup>th</sup>, August 12<sup>th</sup>, August 19<sup>th</sup>, with an expected audience of 300-2500 persons. The concerts will take place regardless of the weather, rain or shine.

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

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

**II. Payment**

The City shall pay the Contractor Five Hundred Dollars (\$500.00) for each performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following each specified performance listed in section I. Services and Date of Performance. In order to facilitate payment the City requests that the Contractor submit separate invoices for each performance to City 30 days prior to concert date(s).



**III. Relationship of Parties**

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

**III. General Provisions.**

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF GIG HARBOR

By: 

Dave Sederberg, President  
Pacific Stage, Inc.  
PO Box 1606  
Olympia, WA 98507  
360-556-2541

By: \_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Stephanie Anne Johnson, whose address is 2702 South 13<sup>th</sup> Street, Tacoma, WA 98405 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, June 24<sup>th</sup>, 2014, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 24<sup>th</sup>, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 24<sup>th</sup>, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

**II. Payment**

The City shall pay the Performer One Thousand Fifty Dollars (\$1050.00), which shall be paid to Stephanie Anne Johnson immediately following the performance on Tuesday, June 24<sup>th</sup>, 2014. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

### III. Relationship of Parties

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

### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15<sup>th</sup> day of January, 2014.

By:   
Stephanie Anne Johnson  
2702 South 13<sup>th</sup> Street  
Tacoma, WA 98405  
253.225.2555

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Brian Smith DBA as Off the Hook, whose address is 9731 62<sup>nd</sup> AVE S, Seattle, WA 98118 (hereinafter the "Performer").

### RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

#### I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 8th, 2014, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 8th, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 8th, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

#### II. Payment

The City shall pay the Performer Five Hundred Fifty Dollars (\$550.00), which shall be paid to Off the Hook immediately following the performance on Tuesday, July 8th, 2014. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

### III. Relationship of Parties

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


### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF GIG HARBOR

By: 

Brian Smith  
Off the Hook  
9731 62<sup>nd</sup> AVE S  
Seattle, WA 98118  
206.369.1377

By: \_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Matthew Sciacca, whose address is 12330 Arrowpoint Drive, Bainbridge Island, WA 98110 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, July 15<sup>th</sup>, 2014, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 15<sup>th</sup>, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 15<sup>th</sup>, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

**II. Payment**

The City shall pay the Performer Five Hundred Dollars (\$500.00), which shall be paid to Matthew Sciacca immediately following the performance on Tuesday, July 15<sup>th</sup>, 2014. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

**III. Relationship of Parties**

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


**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 16th day of JANUARY, 2014.

THE CITY OF GIG HARBOR

By: 

Matthew Sciacca  
2330 Arrow Point Drive  
Bainbridge Island, WA 98110  
206.418.9614

By: \_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Wanker Productions, Inc. (dba The Beatniks), a Washington corporation, whose address is 5114 Point Fosdick Drive NW E 110, Gig Harbor, WA 98335 (hereinafter the "Performer").

### RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

#### I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 22<sup>nd</sup>, 2014, with an expected audience of 1000-1200 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 22<sup>nd</sup>, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 22<sup>nd</sup>, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

#### II. Payment

The City shall pay the Performer Two Thousand Dollars (\$2,000.00), which shall be paid to The Beatniks immediately following the performance on Tuesday, July 22<sup>nd</sup>, 2014. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.



**III. Relationship of Parties**

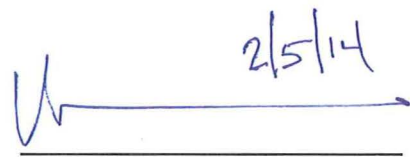
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants.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

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: 

Mark Nelson  
Wanker Productions, Inc.  
5114 Point Fosdick Dr NW E 110  
Gig Harbor, WA 98335  
425.351.8273

THE CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:  
\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:  
\_\_\_\_\_  
Gig Harbor City Clerk

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Chris Anderson, whose address is 35716 84<sup>th</sup> AVE E, Eatonville, WA 98328 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, July 29<sup>th</sup>, 2014, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 29<sup>th</sup>, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 29<sup>th</sup>, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

**II. Payment**

The City shall pay the Performer One Thousand Dollars (\$1,000.00), which shall be paid to Chris Anderson immediately following the performance on Tuesday, July 29<sup>th</sup>, 2014. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

**III. Relationship of Parties**

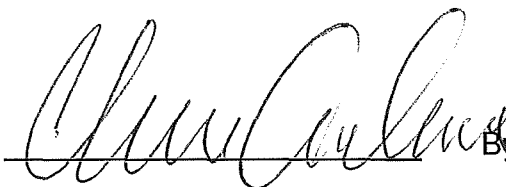
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants.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

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 17<sup>th</sup> day of January, 2014.

By:  By:

Chris Anderson  
35716 84<sup>th</sup> AVE E  
Eatonville, WA 98328  
253.682.9410

THE CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Tom Lucas DBA Big Timber Studio, whose address is 2272 Big Timber Place, Port Orchard, WA 98366 (hereinafter the "Performer").

### RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

#### I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 5th, 2014, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on August 5th, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 5th, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

#### II. Payment

The City shall pay the Performer Five Hundred Dollars (\$500.00), which shall be paid to Tom Lucas DBA Big Timber Studio immediately following the performance. In order to facilitate payment the City requests that the Performer submit invoice to City 30 days prior to concert date.

**III. Relationship of Parties**

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

**IV. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF GIG HARBOR

By: 

*LUKAS*

Tom Lucas DBA Big Timber Studios  
2272 Big Timber Place  
Port Orchard, WA 98366  
360.718.6224

By: \_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Graphic Design Production, Inc., a Washington corporation, whose address is PO Box 31387, Seattle, WA 98103 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, August 12th, 2014, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 12<sup>th</sup>, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 12<sup>th</sup>, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

**II. Payment**

The City shall pay the Performer Five Hundred Fifty Dollars (\$550.00), which shall be paid to Graphic Design Production, Inc. immediately following the performance on Tuesday, August 12th, 2014. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

**III. Relationship of Parties**

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

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF GIG HARBOR

By: Annie Eastwood

Annie Eastwood  
Graphic Design Production, Inc.  
PO Box 31387  
Seattle, WA 98103-1387  
206.941.9186

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robert W. Seeley, whose address is 255 S. 197<sup>th</sup> ST, Des Moines, WA 98148 (hereinafter the "Performer").

### RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2014 Summer Concert Series; and

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

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

#### I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 19th, 2014, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 19th, 2014, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 19th, 2014. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

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

#### II. Payment

The City shall pay the Performer Six Hundred Fifty dollars (\$650.00), which shall be paid to Robert W. Seeley immediately following the performance on Tuesday, August 19th, 2014. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.



### III. Relationship of Parties

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

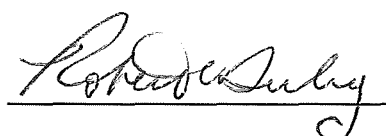
### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF GIG HARBOR

By: 

Robert W. Seeley  
255 S. 197<sup>th</sup> ST  
Des Moines, WA 98148  
206.369.1377

By: \_\_\_\_\_  
Mayor Jill Guernsey

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Gig Harbor BoatShop (GHB)  
Second Amendment of Lease Agreement  
for the Eddon Boat Building.

**Proposed Council Action:** Approve and authorize the Mayor to execute a Second Amendment of the Lease Agreement for the Eddon Boat Building with GHB that extends the lease to June 30, 2030.

**Dept. Origin:** Administration

**Prepared by:** Lita Dawn Stanton  
Special Projects *LD*

**For Agenda of:** February 24, 2014

**Exhibits:** Agreement

|  |                     |
|--|---------------------|
|  | Initial & Date      |
| <b>Concurred by Mayor:</b>               | <i>Jill 2-11-14</i> |
| <b>Approved by City Administrator:</b>   | <i>R 2/10/14</i>    |
| <b>Approved as to form by City Atty:</b> | <i>okay-email</i>   |
| <b>Approved by Finance Director:</b>     | _____               |
| <b>Approved by Department Head:</b>      | _____               |

|                      |    |     |                 |    |     |                        |    |     |
|----------------------|----|-----|-----------------|----|-----|------------------------|----|-----|
| Expenditure Required | \$ | n/a | Amount Budgeted | \$ | n/a | Appropriation Required | \$ | n/a |
|----------------------|----|-----|-----------------|----|-----|------------------------|----|-----|

**INFORMATION / BACKGROUND**

The City acquired the Eddon Boat Park property in 2004. After the Eddon Boat Building was restored through a Heritage Grant, it was leased to the Gig Harbor BoatShop (GHB) in 2007 for a period of 20 years (thru June 30, 2027).

In 2010, a Phase II Heritage Grant was received to reconstruct the Pier, Ramp and Float. And last year, a Phase III Heritage Grant was awarded to reconstruct the marine railways. As a condition of the state's contract, the lease must be in place for a minimum of 13 years. Based on the projected schedule for the construction project, the term of the lease expires prior to their required 13-year window. Amending the lease for an additional 3 years (thru June 30, 2030) will meet state requirements. NOTE: Due to site construction, GHB did not actually acquire possession of the facility until 2010. A lease extension to 2030 is consistent with the original 20-year lease objective.

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION / MOTION**

Move to: Approve and authorize the Mayor to execute a Second Amendment of the Lease Agreement for the Eddon Boat Building with GHB that extends the lease to June 30, 2030.

**Second Amendment to  
Lease Agreement Between  
City of Gig Harbor and  
Gig Harbor Boatshop**

**This Second Amendment** to the Lease Agreement between the City of Gig Harbor and the Gig Harbor Boatshop entered on August 21, 2007 (the "Original Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Gig Harbor (the "City") and the Gig Harbor Boatshop ("GHB").

**Whereas**, under the term of the Original Agreement, the lease terminates on June 30, 2027; and

**Whereas**, the City received a grant for the reconstruction of Eddon Boat Marine Railways from the State of Washington; and

**Whereas**, the grant is conditioned on there being a lease in place for at least 13 years after the reconstruction project is completed for certain portions of the Eddon Boat property covered by the Original Agreement; and

**Whereas**, the City and GHB wishes to extend the term of the lease of the Original Agreement to comply with the conditions of the grant;

**Now, therefore**, the City and GHB hereby amend Subsection A of Section 7, entitled Term, of the Original Agreement as follows:

7. *Term.*

*A. The term of this Lease shall commence at the date this Lease Agreement is executed by both of the duly authorized representatives of the parties. This Lease shall terminate on June 30, 2030, unless terminated sooner pursuant to the terms and conditions of this Lease. Nothing herein shall oblige the City to enter into any additional Lease Agreements or addenda with the Lessee in the future.*

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

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment effective as of the date first written above.

CITY OF GIG HARBOR

GIG HARBOR BOATSHOP

By: \_\_\_\_\_  
Mayor Jill Guernsey

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

---

Angela G. Summerfield, City Attorney



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

**Subject:** SR 16/Burnham Interchange  
Wetland Monitoring-Year 5- Consultant  
Services Contract

**Proposed Council Action:** Authorize the Mayor to execute a consultant services contract with David Evans and Associates, Inc. for year 5 wetland monitoring in the not to exceed amount of \$9,120.00.

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

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

**For Agenda of:** February 24, 2014

**Exhibits:** Consultant Services Contract  
Scope and Fee

Initial &  
Date

Concurred by Mayor: *MMG 2/13/14*  
 Approved by City Administrator: *2/13/14*  
 Approved as to form by City Atty: *per email 2/13/14*  
 Approved by Finance Director: *2/13/14*  
 Approved by Public Works Director: *2/11/14*  
 Approved by City Engineer: *2/11/2014*

|                             |            |                        |              |                               |     |
|-----------------------------|------------|------------------------|--------------|-------------------------------|-----|
| <b>Expenditure Required</b> | \$9,120.00 | <b>Amount Budgeted</b> | \$ 12,000.00 | <b>Appropriation Required</b> | \$0 |
|-----------------------------|------------|------------------------|--------------|-------------------------------|-----|

**INFORMATION/BACKGROUND**

The US Army CORPS of Engineers (USACE) permit acquired to construct the improvements at the SR16/Burnham interchange required the creation of wetland planting areas. Subsequently, the permit requires the wetland areas be monitored for ten years. The proposed contract provides for survivability field assessment of the plantings and completion of a status report to the USACE.

**FISCAL CONSIDERATIONS**

Funds for this work are included in the approved 2014 Budget.

|   |                    |
|---|--------------------|
| 2014 Budget Street Capital objective 7 "SR16/Burnham Dr. Wetland Mitigation Reporting"      | \$ 12,000          |
| Anticipated 2014 Expenses:  |                    |
| David Evans & Associates, Inc. Consultant Services Contract: Wetland Monitoring & Reporting | \$ (9,120.00)      |
| <b>Remaining 2014 Budget =</b>  | <b>\$ 2,880.00</b> |

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a consultant services contract with David Evans and Associates, Inc. for year 5 wetland monitoring in the not to exceed amount of \$9,120.00.

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

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

**RECITALS**

WHEREAS, the City is presently engaged in Year 5 Wetland Mitigation Monitoring and reporting for SR16/Burnham/Borgen Interchange Improvement 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 Nine Thousand One Hundred Twenty Dollars and Zero Cents (\$9,120.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2015 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:  
David Evans and Associates, Inc.  
ATTN: Scott Swarts  
3700 Pacific Highway East, Ste. 311  
Tacoma, WA 98424  
(253) 922-9780

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

{ASB983048.DOC;1\00008.900000\}

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: Scott Swartz  
Its: Associate

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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

## ATTACHMENT A

January 31, 2014

### SCOPE OF SERVICES

#### Year 5 Gig Harbor Wetland Mitigation Monitoring and Reporting

The following items describe the Scope of Services that David Evans and Associates, inc. (DEA) will perform for the City of Gig Harbor (CLIENT) under this Agreement. DEA will conduct Year 5 Wetland Mitigation Monitoring and Reporting for SR 16/Burnham Dr. NW/Borgen Blvd. Interchange Improvements Project (Project) as required by the U.S. Army Corps of Engineers (Corps). This scope of services addresses Year 5 permit requirements as stipulated by the Corps (Reference No. 2007-1981-SO).

Specific tasks included in this scope of services are as follows: (A) Year 5 Monitoring, (B) Year 5 Monitoring Report, (C) Survey, and (D) Project Management.

(A) **Year 5 Monitoring.** DEA will monitor the mitigation site to document Year 5 conditions as they relate to achievement of the approved performance standards. Year 5 performance measures are as follows:

- Wetland creation, restoration, riparian wetland areas, and buffer areas shall achieve required performance standards. This will be measured at permanent transects.
- Native plant richness will meet required thresholds.
- Habitat features present and functional.
- Year 5 photo documentation at established photo points.
- Stream performance measures 1 through 9 will be achieved.
- Maintenance occurring as required/needed. Maintenance items include watering, weeds, trash, fence, and NGPA signage.
- Numbered forestry tags will be placed on trees within the riparian enhancement area and these numbers will be added to the corresponding trees on the as-built drawing.
- Mitigation Sites 1 and 2 will be delineated per Corps criteria.

DEA proposes to conduct a minimum of two site visits during the spring/summer of 2014 to document Year 5 performance measures. The first site visit will be to delineate the wetland creation area (Mitigation Site 1) during the spring. A second site visit would occur after the wetland creation area has been delineated with exact time based on observations of plant growth during the initial site visit. No additional site visits or on-going hydrology monitoring is proposed. Additional site visits or hydrology monitoring would require an add-on.

A minimum of 24-hour notice will be provided to the CLIENT documenting when monitoring is proposed to occur.

(B) **Year 5 Monitoring Report.** DEA will prepare a Year 5 monitoring report that documents the results of Task A. A draft report will be provided to the CLIENT for internal review. A final report will be prepared for the CLIENT to submit to the

Corps. The draft report will be provided to the CLIENT as a pdf. The final report will be provided as three hardcopies and pdf.

- (C) **Survey.** DEA field surveyors will survey the position of the wetland flags placed by DEA's wetland biologist and the perimeter of the pond within the wetland flags at Mitigation Site 1 and 2. It is anticipated that there will be approximately 30 wetland flags. An exhibit map will be created by DEA showing the wetland flags, the perimeter of the wetland and the pond, and the square footage area of both.
- (D) **Project Management.** Project management includes actions associated with project set-up, invoicing, QA/QC measures, file management, budget tracking, and project close-out. It is assumed the project duration will be no more than three months from the date of notice-to-proceed.

**Deliverables:** DEA will provide the following deliverables:

1. Draft Year 5 Monitoring Report (electronic pdf for CLIENT review)
2. Final Year 5 Monitoring Report (3 hardcopies and electronic pdf)
3. CAD file of wetland delineation

**Schedule:** Following issuance of a notice-to-proceed by CLIENT, DEA will diligently proceed with services described herein until complete. All deliverable will be provided to the CLIENT within three months of receiving a notice-to-proceed. This schedule can be accelerated at the CLIENTS request. DEA will not be responsible for delays caused by factors beyond DEA's control or which could not have been foreseen at the time this Authorization was executed. This is particularly true where the work requires a work product from the CLIENT, their agent, or project designer/engineer.

***Fees for Services:***

For Tasks A through D described in this Authorization for Professional Services, DEA will be compensated on a time and materials basis not to exceed a sum of \$9,120 as approximated below:

|                            |                   |
|----------------------------|-------------------|
| Task A: Monitoring         | \$2,750.00        |
| Task B: Year 5 Report      | \$1,950.00        |
| Task C: Survey             | \$3,140.00        |
| Task D: Project Management | \$1,095.00        |
| Expenses                   | \$185.00          |
| <b>TOTAL</b>               | <b>\$9,120.00</b> |

Extra Services requested by the client not covered in the aforementioned tasks can be accomplished by an add-on to this contract. A potential applicable Extra Service not included in this scope of services is the purchase, installation, and management of hydrology monitoring equipment.





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

**Subject:** Ancich Waterfront Park - Structural Inspection and Assessment / Consultant Services Contract

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

**Proposed Council Action:** Approve and authorize the Mayor to execute a Consultant Services Contract with Sitts and Hill Engineers, Inc., to perform an engineering assessment of existing on-site structures for an amount not to exceed \$5,000.00.

**Prepared by:** Emily Appleton, P.E.  
Senior Engineer

**For Agenda of:** February 24, 2014

**Exhibits:** Consultant Services Contract with Scope and Fee

|   |                          |
|---|--------------------------|
|   | Initial & Date           |
| <b>Concurred by Mayor:</b>                | <i>BW 2/13/14</i>        |
| <b>Approved by City Administrator:</b>    | <i>R 2/13/14</i>         |
| <b>Approved as to form by City Atty:</b>  | <i>per email 2/13/14</i> |
| <b>Approved by Finance Director:</b>      | <i>R 2/13/14</i>         |
| <b>Approved by Public Works Director:</b> | <i>ADK 2/13/14</i>       |
| <b>Approved by City Engineer:</b>         | <i>S 2/12/14</i>         |

|                             |             |                        |          |                               |     |
|-----------------------------|-------------|------------------------|----------|-------------------------------|-----|
| <b>Expenditure Required</b> | \$ 5,000.00 | <b>Amount Budgeted</b> | \$50,000 | <b>Appropriation Required</b> | \$0 |
|-----------------------------|-------------|------------------------|----------|-------------------------------|-----|

**INFORMATION/BACKGROUND**

The Ancich property was acquired by the City for use as a future waterfront park. A visioning process was completed by the Parks Commission in 2013 and on December 9, 2013, the council passed Resolution No. 949 adopting the resulting recommendations regarding future uses for the park. In order to define portions of the project scope, an engineering assessment of the existing conditions of the structures located on the site needs to be completed. This consultant services contract is to perform the engineering assessment of the existing on-site structures and provide a report documenting those conditions, with recommendations that include a preliminary scope of work for rehabilitation and a planning level cost estimate to complete the work. The information in the resulting report will be used to pursue grant funding for the project.

**FISCAL CONSIDERATION**

The 2014 City of Gig Harbor Budget includes funding in the amount of \$50,000 for the Ancich Waterfront Park Assessment and Interim Use in the Parks Division Capital fund. The amount budgeted is sufficient to fund this contract.

**BOARD OR COMMITTEE RECOMMENDATION**

This was discussed at the Ancich Waterfront Park Committee meetings on January 17 and February 7, 2014. The committee supports obtaining the assessment with the resulting report and recommendation(s) to be used for pursuing grant funding for the project.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute a Consultant Services Contract with Sitts and Hill Engineers, Inc., to perform an engineering assessment of the existing on-site structures at the Ancich Waterfront Park site for an amount not to exceed \$5,000.00.



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
SITTS & HILL ENGINEERS, INC.**

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

**RECITALS**

WHEREAS, the City is presently engaged in Ancich Waterfront Park structural inspection and assessment 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 \$5,000 (Five Thousand Dollars and Zero Cents) 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, 2015; 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.

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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:  
Larry Lindell, P.E.

City of Gig Harbor  
ATTN: Emily Appleton

ATTN:  
Sitts & Hill Engineering, Inc.  
4815 Center Street, Tacoma, WA  
Tacoma, WA 98409  
(253) 474-9449 (office)  
(253) 474-0153 (fax)

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


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

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

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

CONSULTANT

CITY OF GIG HARBOR

By:   
Its: VICE PRESIDENT  
BRENT K. LESLIE

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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

## SITTS & HILL ENGINEERS, INC.

---

Professional Engineers and Planners  
4815 Center Street, Tacoma, WA 98409  
Telephone (253) 474-9449  
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.  
BRENT K. LESLIE, P.E.  
KATHY A. HARGRAVE, P.E.  
LARRY G. LINDELL, P.E.

February 7, 2014  
Revised February 10, 2014

CITY OF GIG HARBOR  
3510 Grandview Street  
Gig Harbor, Washington 98335

TO: Ms. Emily Appleton, P.E.

SUBJECT: ***PROPOSAL FOR ENGINEERING SERVICES FOR STRUCTURAL REVIEW OF THE EXISTING PIERS, FLOATS, AND NET SHED AT ANCICH WATERFRONT PARK LOCATED IN GIG HARBOR, WASHINGTON***

Dear Ms. Appleton:

Sitts & Hill Engineers is pleased to present this proposal for engineering services for a potentially phased renovation and expansion of the Ancich Net Shed, Piers, and Floats in Gig Harbor, Washington. Sitts & Hill Engineers has experience with similar projects throughout the Pacific Northwest. We are committed to providing the Project Team with the high level of responsiveness and service necessary to make this a cost effective and successful project.

This proposal includes our Project Description, Scope of Engineering Services, Exclusions and a summary of estimated Professional Services Fees.

### PROJECT DESCRIPTION

Sitts & Hill Engineers proposes to provide the engineering services associated with the review of the existing water front and over water elements. We will orientate the review towards providing recommendations for potential alterations and additions to the site. We have based our proposal on preliminary information, meetings and design concept drawings provided by City of Gig Harbor.

The project will utilize the 2012 International Building Code IBC with State and local amendments in our evaluations to facilitate future permitting issues.

February 10, 2014  
Page 2 of 3

### **ASSUMPTIONS**

We have made the following assumptions in the calculation of estimated engineering services fees:

1. Site access points will be off Harborview Drive.
2. City will provide copies of existing site topography.
3. The repairs, replacements, and additions may be phased.
4. Repair and replacement concepts will be completed by Sitts & Hill with input from City Staff.
5. SEPA and JARPA applications are not part of the Study Phase of this project.
6. Sitts & Hill Engineers Staff is attend the Stakeholder meeting; however at this time, we are not anticipating public input meetings.
7. City staff would like to maintain the existing architectural character the net shed and piers.

### **BASIC SCOPE OF ENGINEERING SERVICES**

Sitts & Hill Engineers understands the Scope of engineering services to be defined as follows. If additional items are required or excluded, please contact our office so that adjustments can be made to the proposed fees.

1. Meetings with the design team.
2. System recommendations that will maintain the existing architectural character.
3. Engineering estimates construction costs for planning purposes on selected renovation and addition elements..
4. Preparation of exhibits and findings in report format.
5. Two meetings with Stake holders and/or City of Gig Harbor for review and coordination.
6. Site visit to review existing conditions.

### **EXCLUSIONS - BASIC SCOPE OF ENGINEERING SERVICES**

The following are a list of Additional Services that may be performed under a separate contract if necessary.

1. Our Scope of work will **not** include formal structural design for permit submittal.
2. Site Survey data collection or base map preparation.



February 10, 2014  
Page 3 of 3

**ENGINEERING FEES**

Basic engineering services are Time and Materials basis and will be billed monthly.

**Proposed Fee Schedule**

Engineering Study and Evaluation Report Package      \$5,000.00

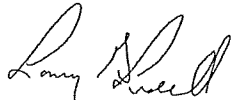
**Total of all Estimated Services      \$5,000.00**

We are prepared to begin work upon receipt of Authorization to Proceed. To assure clarity in matters of our mutual responsibilities, we incorporate our Chargeout Rates, copies of which are attached. These documents, together with this proposal, shall form the basis of our contract for the work. This proposal is valid for a period of 120 days.

We appreciate this opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Larry G. Lindell, P.E.  
Principal

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

**ENGINEERING SERVICES ESTIMATE**

**PREPARED FOR:**

FILE: 2014-02-10 GH - Engineering Estimate.xls  
 DATE: February 10, 2014  
 ESTIMATE BY: LGL

**Gig Harbor  
 Ancich Park  
 Gig Harbor, WA**

**SITTS & HILL ENGINEERS, INC.**  
 CIVIL ■ STRUCTURAL ■ SURVEYING  
 4815 CENTER STREET | TACOMA, WA 98409  
 PHONE: 253-474-9449 | FAX: 253-474-0153

**PROJECT: Engineering Assesment of Marine Elements**

| DESCRIPTION                            |  | TOTAL COSTS       |
|--|--|-------------------|
| GENERAL TASKS                          |  | \$1,928.00        |
|  |  |                   |
|  |  |                   |
| STRUCTURAL ENGINEERING DESIGN SERVICES |  | \$3,072.00        |
|  |  |                   |
|  |  |                   |
|  |  |                   |
|  |  |                   |
|  |  |                   |
|  |  |                   |
|  |  |                   |
| NOTES:                                 |  |                   |
|  |  |                   |
| <b>TOTAL COSTS:</b>                    |  | <b>\$5,000.00</b> |



# ENGINEERING SERVICES ESTIMATE

## PREPARED FOR:

FILE: 2014-02-10 GH - Engineering Estimate.xls  
DATE: February 10, 2014  
ESTIMATE BY: LGL

Gig Harbor  
Ancich Park  
Gig Harbor, WA

**SITTS & HILL ENGINEERS, INC.**  
CIVIL ■ STRUCTURAL ■ SURVEYING  
4815 CENTER STREET | TACOMA, WA 98409  
PHONE: 253-474-9449 | FAX: 253-474-0153

PROJECT: Enginnering Assesment of Marine Elements

| DESCRIPTION                                  | PRINCIPAL        | PROJECT  | PROJECT  | DESIGN   | CAD      | MILEAGE | OTHER COSTS | TOTAL COSTS       |
|--|------------------|----------|----------|----------|----------|---------|-------------|-------------------|
|  | ENGINEER         | MANAGER  | ENGINEER | ENGINEER | TECH.    |         |             |                   |
|  | \$142.00         | \$120.00 | \$105.00 | \$82.00  | \$78.00  | \$0.56  |             |                   |
| <b>STRUCTURAL ENGINEERING SERVICES</b>       |                  |          |          |          |          |         |             |                   |
| Project Kick Off & site investigation        | 2                | 4        |          |          |          |         |             | \$764.00          |
| Prepare concept plans                        |                  |          | 2        |          |          |         |             | \$210.00          |
| - General Structural Notes                   |                  |          |          | 2        | 2        |         |             | \$320.00          |
| - Framing and structural elements            | 2                | 2        | 2        | 2        | 2        |         |             | \$1,054.00        |
| - Miscellaneous Sections and Details         |                  |          |          | 2        | 2        |         |             | \$320.00          |
| Prepare Calculatins s as required for report |                  | 2        |          | 2        |          |         |             | \$404.00          |
|  |                  |          |          |          |          |         |             |                   |
|  |                  |          |          |          |          |         |             |                   |
|  |                  |          |          |          |          |         |             |                   |
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|  |                  |          |          |          |          |         |             |                   |
|  |                  |          |          |          |          |         |             |                   |
|  |                  |          |          |          |          |         |             |                   |
|  |                  |          |          |          |          |         |             |                   |
|  |                  |          |          |          |          |         |             |                   |
| NOTES:                                       | 4                | 8        | 4        | 8        | 6        | 0       |             |                   |
|  | \$568.00         | \$960.00 | \$420.00 | \$656.00 | \$468.00 | \$0.00  | \$0.00      | \$3,072.00        |
|  | TOTAL MAN HOURS: |          |          | 30       |          |         |             |                   |
| <b>SUBTOTAL COSTS:</b>                       |                  |          |          |          |          |         |             | <b>\$3,072.00</b> |

Note - Chargeout rates current 9/1/2013. Rates shown are typical and may vary between individuals.

Consent Agenda - 9  
Page 14 of 14



Business of the City Council
City of Gig Harbor, WA

Subject: Appointment to Parks Commission

Proposed Council Action:

A motion for the re-appointment of John Skansi to a second term and the appointment of Douglas Pfeffer to the vacant position, both terms ending March, 2017.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: February 20, 2014

Exhibits:

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
Handwritten initials and date 2/20/14

Handwritten date 2/20/14

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Table with 3 columns: Expenditure Required (\$0), Amount Budgeted (\$0), Appropriation Required (\$0)

INFORMATION / BACKGROUND

We received a letter from John Skansi asking to be reappointed and three applications for the one vacant position on the Parks Commission: Douglas Pfeffer, Spencer Hutchins, and Bonnie Melchior. Ms. Melchior was interviewed by Councilmembers Ekberg and Kadzik, and Past Chair of the Parks Commission and Councilmember, Rahna Lovrovich. Mr. Hutchins and Mr. Pfeffer were not interviewed due to their recent presentation for the vacant council seat.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Boards and Candidate Review Committee recommends the re-appointment of John Skansi to a second term, and the appointment of Douglas Pfeffer to serve a three-year term ending March, 2017.

RECOMMENDATION / MOTION

Move to: A motion for the re-appointment of John Skansi to a second term, and the appointment of Douglas Pfeffer to serve a three-year term ending March, 2017.



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

**Subject: Re-appointment / Appointment to the Salary Commission**

**Proposed Council Action:**

A motion to re-appoint Harris Atkins to another four-year term, and appoint Rosalie Williamson to one of the vacant positions on the Salary Commission.

**Dept. Origin:** Administration  
**Prepared by:** Boards/Commission Review Committee  
**For Agenda of:** February 24, 2014

**Exhibits:**

Initial & Date

**Concurred by Mayor:** JG by mut 2/20/14  
**Approved by City Administrator:** \_\_\_\_\_  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

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

**INFORMATION / BACKGROUND**

Harris Atkins's term expires in March, and he has agreed to be re-appointed to another four-year term. Rosalie Williamson submitted an application to serve in one of the two vacancies.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The Boards and Commissions Candidate Review Committee recommend re-appointing Harris Atkins for another term, and to appoint Rosalie Williamson to the term ending March, 2018. This leaves one vacant position ending in March 2016.

**RECOMMENDATION / MOTION**

**Move to:** A motion to re-appoint Harris Atkins to another four-year term, and appoint Rosalie Williamson to one of the vacant positions on the Salary Commission.




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

**Subject:** Civic Center Roof Repair – Small Public Works Contract Award

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

**Proposed Council Action:**

Approve and authorize the Mayor to execute a Small Public Works Contract with Bosnick Roofing in the amount of \$2,517.20 for Roof Repairs on the Civic Center Building and authorize the Public Works Superintendent to approve additional expenditures up to \$300 to cover any cost increases that may result from contract change orders due to the nature of this project.

**Prepared by:**   
Marco Malich  
Public Works Superintendent

**For Agenda of:** February 24, 2013

**Exhibits:** Public Works Contract

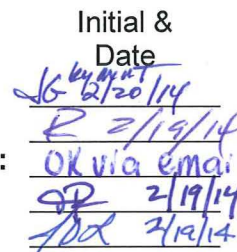
**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Initial &  
Date  
  
 JG by email 2/20/14  
 R 2/19/14  
 OK via email  
 SP 2/19/14  
 AD 2/12/14

|                             |            |                        |     |                               |     |
|-----------------------------|------------|------------------------|-----|-------------------------------|-----|
| <b>Expenditure Required</b> | \$2,517.20 | <b>Amount Budgeted</b> | \$0 | <b>Appropriation Required</b> | \$0 |
|-----------------------------|------------|------------------------|-----|-------------------------------|-----|

**INFORMATION/BACKGROUND**

A water leak has developed in the entryway to the Public Works, Building and Planning offices at the Civic Center. As we investigated this leak, we found a problem with the way the roofing was installed through the valleys. Roofing tear-off and replacement needs to be done in this area.

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from three Roofing Contractors on the Small Works Roster and obtained the following quotes to complete the scope of work:

|                      |            |
|----------------------|------------|
| Bosnick Roofing      | \$2,517.20 |
| Wright Roofing, Inc. | \$3,906.00 |

**FISCAL CONSIDERATION**

The 2014 City Buildings Repairs and Maintenance budget provides sufficient funds to complete this work.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to sign a Small Public Works Contract with Bosnick Roofing in the amount of \$2,517.20 for Roof Repairs on the Civic Center Building and authorize the Public Works Superintendent to approve additional expenditures up to \$300 to cover any cost increases that may result from contract change orders due to the nature of this project.

CITY OF GIG HARBOR  
SMALL PUBLIC WORKS CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Gig Harbor, Washington (the "City"), and Bosnick Roofing Inc., a Washington Corporation (the "Contractor").

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Two Thousand Five Hundred Seventeen Dollars and Twenty Cents (\$2,517.20), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Two Thousand Five Hundred Seventeen Dollars and Twenty Cents (\$2,517.20).

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will



warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond for 15% of the contract amount on the City's standard maintenance bond form in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

A. The Contractor shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and

no other party. Additionally, the commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

D. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

10. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and

prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

11. Compliance with Laws. The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

12. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

13. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service

provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

15. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

16. Entire Agreement. This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

\_\_\_\_\_  
MAYOR JILL GUERNSEY  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_

EXHIBIT A

CIVIC CENTER ROOF REPAIR  
SCOPE OF WORK  
February 19, 2014

**PROJECT REQUIREMENTS:**

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the following, at Gig Harbor Civic Center, located at 3510 Grandview Street, Gig Harbor, WA 98335:

1. Tear off shingles three feet wide on both sides of the two valleys leaving the felt paper.
2. Add an ice and water membrane centered in the valley running from bottom to top.
3. Install new shingles matching the existing. Cut the shingles on the main roof side of the valley which was cut improperly during the original roofing.
4. Clean up all debris and haul away.

Rofer will be tied off for safety during all work on the roof.

|                                      |                   |
|--------------------------------------|-------------------|
| <b>Base Price</b>                    | <b>\$2,320.00</b> |
| Applicable WA State Sales Tax (8.5%) | <u>\$ 197.20</u>  |
| <b>Total Base Price</b>              | <b>\$2,517.20</b> |



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

**Subject:** Jerisich Dock Float Extension Project – Construction Contract Award and Change Order Authority

**Proposed Council Action:** Approve and authorize the Mayor to execute the Public Works Construction Contract with Rognlin's, Inc., in an amount not to exceed \$60,500.69 for the award of the Jerisich Dock Float Extension and vessel pump system installation and authorize the City Engineer to approve up to \$3,000.00 to cover any cost increases that might result from contract change orders.

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

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

**For Agenda of:** February 24, 2014

**Exhibits:** Public Works Contract

**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

*JG by MT 2/20/14*  
*R 2/19/14*  
*by email 2/19/14*  
*CP 2/19/14*  
*POD 2/19/14*  
*2/19/14*

|                             |             |                        |              |                               |     |
|-----------------------------|-------------|------------------------|--------------|-------------------------------|-----|
| <b>Expenditure Required</b> | \$60,500.69 | <b>Amount Budgeted</b> | \$ 65,000.00 | <b>Appropriation Required</b> | \$0 |
|-----------------------------|-------------|------------------------|--------------|-------------------------------|-----|

**INFORMATION/BACKGROUND**

On February 5, 2014, the City formally advertised this project for solicitation of formal bid. The City received a total of four (4) responsive bids. These bids were publically opened on February 18, 2014. The lowest responsive bidder is Rognlin's, Inc. This construction contract provides for adding 444 square feet of new float area to the end of the existing Jerisich Dock and replacing the existing, old vessel pump out system.

**BID RESULTS**

The Jerisich Dock Extension Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost was \$ 65,000.00. Bid results from each bidder are summarized below:

| <b>BIDDER</b>      | <b>TOTAL BID AMOUNT</b> |
|--------------------|-------------------------|
| 1. Rognlin's, Inc. | \$ 60,500.69            |
| 2. Marine Floats   | \$ 66,836.00            |
| 3. Neptune Marine  | \$74,159.75             |
| 4. RV Associates   | \$ 82,897.26            |

**FISCAL CONSIDERATION**

The 2014 City of Gig Harbor Budget includes funding for the proposed work from the Parks Development Fund 109 in the amount of \$65,000. Any necessary expenses beyond the budgeted amount will be allocated from the Parks Capital ending fund balance. The budget summary for this item is provided in the table below:

|  |                      |
|--|----------------------|
| 2014 Budget for Parks Development, Objective No. 9 | \$ 65,000.00         |
| Requested 2014 Expenses:                           |                      |
| Sitts & Hill Engineers - engineering services      | (\$ 9,020.00)        |
| Rognlin's, Inc. – construction contract            | (\$ 60,500.69)       |
| Change Order Authority for Public Works Contract   | (\$ 3,000.00)        |
|  |                      |
| <b>Remaining 2014 Budget =</b>                     | <b>(\$ 7,520.69)</b> |

**BOARD OR COMMITTEE RECOMMENDATION**

This project was discussed at the Joint Work Study Session between the Parks Commission and City Council on May 2, 2012. The consensus was to proceed with replacement of antiquated, seasonal vessel pump out system and float extension with the understanding a year-round vessel pump system would be constructed at Maritime Pier.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute the Public Works Construction Contract with Rognlin's, Inc., in an amount not to exceed \$60,500.69 for the award of the Jerisich Dock Float Extension and vessel pump system installation and authorize the City Engineer to approve up to \$3,000.00 to cover any cost increases that might result from contract change orders.

## CONTRACT

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### CITY OF GIG HARBOR JERISICH DOCK FLOAT EXTENSION CPP-1204

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Rognlin's, Inc., a Washington corporation, hereinafter called the "Contractor."

#### WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the Jerisich Dock Float Extension, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "Jerisich Dock Float Extension, CPP-1204," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum of Sixty Thousand Five Hundred Dollars and Sixty-nine Cents (\$60,500.69) including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-2.04 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.



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

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

CITY OF GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
 Jill Guernsey, Mayor  
 City of Gig Harbor  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Print Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ATTEST:

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

APPROVED FOR FORM:

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

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



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

**Subject:** Well No. 11 Final Design – Consultant Services Contract

**Proposed Council Action:** Authorize the Mayor to execute a Consultant Services Contract with Carollo Engineers., for permitting and design assistance related to the Well No. 11 Final Design Project in an amount not to exceed Four Hundred Twenty-Seven Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$427,846.00).

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director

**For Agenda of:** February 24, 2014

**Exhibits:** Consultant Services Contract with Scope and Fee

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Initial &  
Date

*JG by MT 2/20/14*  
*R 2/19/14*  
*VIA EMAIL 2/16/14*  
*CP 2/19/14*  
*ADX 2/18/14*

|                             |              |                        |              |                               |     |
|-----------------------------|--------------|------------------------|--------------|-------------------------------|-----|
| <b>Expenditure Required</b> | \$427,846.00 | <b>Amount Budgeted</b> | \$900,000.00 | <b>Appropriation Required</b> | \$0 |
|-----------------------------|--------------|------------------------|--------------|-------------------------------|-----|

**INFORMATION/BACKGROUND**

The City of Gig Harbor Water Department's available instantaneous water supply has been steadily diminishing due to increased demands and capacity reservations within the water service area. Currently, if the City's highest production supply well was removed from service during the peak summer season the remaining supply wells would likely not be able to meet the City's water demands. To provide the recommended level of reliability and augment the available water supply for current and future customers, the City's Water System Plan identified the need for a new redundant well.

In 2009 and 2010 the City contracted with Carollo Engineers as the most qualified firm for the development of a well siting matrix, which recommended placement of this redundant well. This redundant well is identified as Well No. 11 and is located in the vicinity of the Skansie reservoir. Subsequently, in 2011 and 2013, the City again contracted with Carollo Engineers for assistance with the drilling of a test well and drilling a production well on the property of the future Public Works Operations Center.

Final design of the Well No. 11 production well facilities is proposed in the City's 2014 Budget. The work under this contract provides for a hydraulic analysis of the City's water system, development of a site plan, and development of contract documents for installation of a motor and pump assembly, well house, back-up generator, and connection to the existing water system. Carollo Engineers and their subconsultants continue to be the most qualified firm for the proposed work.

**FISCAL CONSIDERATION**

The 2014 Water Division Capital Fund has allocated the following for this project:

|  |                       |
|--|-----------------------|
| 2014 Budget for Deep Aquifer Well Development, Water Division Capital, Objective No. 1 | \$900,000.00          |
| Anticipated 2014 Expenses:   |                       |
| Carollo Consultant Services Contract   | \$(427,846.00)        |
| Landau Associates Consultant Services Contract (Jan 2014)                              | \$ (4,069.00)         |
| <i>Power and Telemetry Design and Installation</i>                                     | <i>\$(400,000.00)</i> |
| <b>Remaining 2014 Budget =</b>   | <b>\$ 68,085.00</b>   |
|  |                       |

Note: Expenses in *italics* are estimated.

**BOARD OR COMMITTEE RECOMMENDATION**

This work has not been formally presented to a board or committee. Rather, the need for this work has been identified in the City's Water System Plan and continues to be supported in the City's budget.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a Consultant Services Contract with Carollo Engineers., for permitting and design assistance related to the Well No. 11 Final Design Project in an amount not to exceed Four Hundred Twenty-Seven Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$427,846.00).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in Well No. 11 Final Design 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 Four Hundred Twenty-Seven Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$427,846.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2015; 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 negligent 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 Consultant shall be responsible for its negligence, which is the failure to exercise the skill and ability as ordinarily required of engineers performing the same or similar services, under the same or similar circumstances in the State of Washington.

D. 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:  
Carollo Engineers Washington, P.C.  
ATTN: Lara Kammereck, P.E.  
1218 Third Avenue, Suite 1600  
(206) 684-6532 FAX (206) 903-0419

City of Gig Harbor  
ATTN: Jeff Langhelm, P.E. Public Works  
Director  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

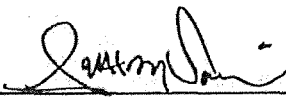
16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit 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 \_\_\_\_\_, 2014.

CONSULTANT

By:   
Its: SR. VICE PRESIDENT

By:   
Its: Vice President

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A - SCOPE OF WORK AND BUDGET

### City of Gig Harbor

#### Well #11 – Final Design

#### PURPOSE

The Carollo Engineers team (Carollo) assisted the City of Gig Harbor (City) in identifying the best potential site for a new Well 11 and with drilling a 1,000-foot deep test and production well. The water quality and quantity assessment will satisfy the City's groundwater supply objectives as summarized in the Adopted City's Water Comprehensive Plan, most current edition.

The purpose of this Scope of Work is to provide final design in 2014 for Well 11 pumping facilities and site improvements. Construction and supporting services are anticipated in 2015. Well 11 is located off Skansie Avenue near the City's Maintenance Facility.

Carollo prepared the following scope of services based on its understanding of the project objectives and goals expressed during discussions with engineering staff at project meetings during test well and production well drilling. Services performed will consist of four (4) main tasks:

- Task 1 - Project Management.
- Task 2 - System Hydraulic Analysis.
- Task 3 - Survey and Geotechnical Investigations.
- Task 4 - Design of Well 11 Facilities.

#### **Task 1 – Project Management**

The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:

- Conduct a kick-off meeting to discuss the scope of the project, and identify and confirm Well 11 design criteria and process elements.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, estimated cost at completion, and manage activities within total project budget.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
- Manage the quality control of all work activities and project deliverables.
- Provide regular communication on project progress to the City.
- Attend three (3) meetings with the City Council and/or other agencies for coordination and discussion purposes. Support City staff with presentations, if requested.

- Provide Monthly progress report and invoice - electronic copy (PDF).with earned value graphs.

### **Meetings**

- Team kick-off meeting.
- Up to three meetings with City Council and/or other agencies and support staff presentation(s) if requested by the City.

### **Assumptions**

- Project duration is 12 months.

### **Deliverables**

- Scope of services, project budget, and schedule - electronic copy (PDF, Word, Excel), 4 hard copies.
- Monthly progress report and invoice - electronic copy (PDF).
- Kick-off meeting agenda - electronic copy (PDF), hard copies distributed at meeting.
- Kick-off meeting minutes - electronic copy (PDF).
- Other meeting minutes - electronic copy (PDF).

### **Task 2 – System Hydraulics**

The objective of this task is to evaluate the system hydraulics with the addition of Well 11 and evaluate the impact on system hydraulics of pumping to the 320 Zone and 450 Zone.

The following three (3) scenarios will be evaluated:

1. Distribution to only the 320 Zone;
2. Distribution to only the 450 Zone; and
3. Distribution to both the 320 and 450 Zones;

The evaluation will consider improvements to operational flexibility, customer delivery pressures, and capital and operating costs. The result of this task will confirm the configuration and sizing of the proposed Well 11 distribution/transmission improvements, optimize operating pressures, and confirm the configuration and sizing of the proposed rezone improvements. Cost estimates will be developed for proposed improvements.

The scenarios and criteria will be confirmed with the City at the project Kick-off Meeting. A meeting will be conducted with City staff to review the results of the system hydraulics analysis, the recommended improvements, and the estimated costs. Input provided by City staff at the meeting will be used to refine and finalize the recommended improvements and cost estimates. A meeting information packet outlining the preliminary results will be distributed to City staff for review in advance of the meeting.

Document recommended improvements and cost estimates in a draft technical memorandum (TM) for the City's review and comment. Incorporate City comments into Final TM.

### **Meetings**

- Project Meeting to present the recommended rezone improvements.

### **Assumptions**

- City will provide calibrated and updated water system hydraulic model.
- City will provide GIS maps of water system facilities.
- Task to be completed prior to 30 percent design submittal.
- Workshops/meetings will be held at the City offices.

### **Deliverables**

- Meeting information packet - electronic copy (PDF), hard copies distributed at meeting.
- Draft and Final TM - electronic copy (PDF) and MS word 2 hard copies.
- Updated water system hydraulic model (if produced) with selected scenario – electronic copy.
- Meeting agenda - electronic copy (PDF), hard copies distributed at meeting.
- Meeting minutes for the system hydraulics review meeting - electronic copy (PDF) and MS word.

### **Task 3 – Survey and Geotechnical Investigations**

The objective of this task is to evaluate the suitability of the site for the proposed facilities to develop site survey data of the existing site and coordinate during the geotechnical investigation for use in design of the proposed facility. This task includes the following activities:

- Coordination during Geotechnical Investigation:
  - Coordinate with City's Geotechnical Engineering Subconsultant prior to and during the geotechnical investigation at the site. Coordination includes assisting the City with locating two (2) exploratory borings at strategic locations at the Well 11 site.
  - Review and provide comments to the Draft Geotechnical Engineering Report.
- Survey:
  - Well 11 Site: Perform a topographic field survey and mapping at the Well 11 site to update the survey completed prior to production well drilling.
  - Off-site Improvements: Perform a topographic field survey and mapping for off-site improvements identified as part of Task 2.

### **Meetings**

- None.

### Assumptions

- For coordination during Geotechnical Investigation:
  - City will conduct a Geotechnical Investigation of the Well 11 site.
  - City will provide draft and final Geotechnical Report for review.
  - Final Geotechnical Report will be available no later than March 31, 2014.
  - Report will consist of a site plan, description logs of subsurface explorations, results of field and laboratory tests, description of surface, soil, groundwater and seismic conditions, and conclusion regarding suitable types of foundations, slab-on-grade floors, native material reuse, on-site liquefaction potential, and on site lateral earth pressure diagram(s) for the Well 11 Facilities.
  - Report will also :
    - Characterize and identify the soil conditions to a depth of about 15 feet, for foundation and floor design.
    - Characterize and identify the soil conditions to a depth of 15 feet, for infiltration pond design.
    - Provide an estimate of the infiltration rate of the in-situ soils based on soil classifications, for infiltration pond design purposes.
    - Provide pavement section design leading to the well house/generator.
  
- For survey:
  - Vertical and horizontal project datum will be per Pierce County published data. Horizontal datum is NAD 83/91, Washington Coordinate system, South Zone. Vertical Datum is NGVD 29.
  - Land Surveyor will contract with a utility locate service to identify any underground utilities in these areas prior to the survey, so that they may also be located and shown on the final map. Temporary benchmarks will be set at convenient locations for your future reference.
  - Survey will be suitable for incorporation into the final design and construction documents.
  - Specific tasks include establishing horizontal controls and setting project benchmarks as needed, locating the production well, topographic survey of the site for the base maps of the design efforts, field stake the property corners and line stakes as necessary, setting either an iron bar with plastic cap at each angle point along the exterior of the parcel boundary or a wooden stake at designated intervals along property lines, and reduce field notes, plot data obtained from the fieldwork, and prepare an 18-inch X 24-inch survey base maps.
  - Off-site improvements are limited to piping and PRV facilities. Assumes not more than 6 off-site survey locations.

### Deliverables

- 18-inch x 14-inch Record of Survey Maps - electronic copy (PDF, AutoCAD), 1 full-size and one half-size hard copy, including all supporting basemap COGO and CIVIL attributes and project point files.

- Comments to Draft Geotechnical Engineering Report.

#### **Task 4 – Design of Well 11 Facilities**

##### **Task 4.1 - 30 Percent Design Documents**

The objective of this task is to provide preliminary engineering drawings, technical specifications table of contents, and a preliminary construction cost estimate, in accordance with CSI format. Engineer will prepare plans and specifications suitable for permitting and a single public bidding including installation of suitable well pump and construction of a CMU building approximately 30 feet by 30 feet, containing basic electrical and instrumentation control and including bulk sodium hypochlorite injection system. The plans will also include any off-site improvements. This task includes the following activities:

- Prepare preliminary drawings for the Well 11 Facilities and off-site Hydraulic Improvements developed as part of Task 2. Preliminary drawings will be based on previous site visits and discussions with City staff, design criteria confirmed as part of the kick-off meeting, discussions with City staff as the design progresses, and as outlined below. The design drawings shall include approximately 44 sheets as summarized on Exhibit B, as follows:
  - General Drawings (general symbols, legends, drawing index, site plan/vicinity map, and standard details).
  - Site/Civil Drawings (site & utility plans).
  - Landscape Drawings and wetland mitigation drawings.
  - Pump Station Building and associated Structural Drawings.
  - Mechanical & Piping Drawings.
  - Electrical Drawings (one line diagrams, site electrical plans).
  - Process and Instrumentation Drawings (P&IDs) (mechanical equipment, piping, valves, instrumentation and control interlocking) for the integration of the various components of Well 11 to be compatible with Gig Harbor's Scada system.
- Prepare a table of contents of the Technical Specifications (Div 1 to 17) to be developed as part of the design, using 49 division format.
- Prepare a preliminary construction cost estimate using MasterFormat 95.
- Prepare a Basis of Design Report with the 30 percent submittal that will provide and/or confirm the design criteria, preliminary site and facility layouts, preliminary cost estimate and preliminary construction schedule. The Basis of Design Report will be used to carry the project through the 60 percent complete level.

- A meeting will be conducted with City staff to review the Basis of Design Report and to incorporate the City's 30 percent comments into the design documents.

**Task 4.2 – 60 Percent Design Documents**

The objective of this task is to provide 60 percent level drawings, technical specifications, and updated construction cost estimate. This task includes the following activities:

- Prepare 60 percent level technical specifications, based on the CSI 49 division format, that clearly define the materials, equipment and methods that are to be used in the construction of the facility to accompany the design drawings.
- Prepare 60 percent level design drawings.
- Perform internal quality assurance checks of the technical specifications prior to review by the City. Quality assurance checks will include review and integration of the City's amendments to the standard specifications and CSI format.
- Develop 60 percent construction cost estimate.
- Incorporate review comments from the internal QA/QC, and the City's 30 Percent Deliverable review.
- A meeting will be conducted with City staff to review the City's comments and the Engineer's responses to the Basis of Design Report and 30 percent design documents.
- A meeting will be conducted with City staff to review and incorporate the 60 percent City review design documents.

**Task 4.3 – 90 Percent Design Documents**

The objective of this task is to provide 90 percent level drawings, technical specifications, and updated cost estimate. This task includes the following activities:

- Prepare 90 percent level technical specifications, based on the CSI format, that clearly define the materials, equipment and methods that are to be used in the construction of the facility to accompany the design drawings.
- Develop 90 percent level design drawings.
- Perform internal quality assurance checks of the technical specifications prior to review by the City. Quality assurance checks will include review and integration of the City's amendments to the standard specifications and CSI format.
- Prepare 90 percent construction cost estimate.
- Incorporate the City's review comments from the internal QA/QC and the City's 60 Percent Deliverable review.

- A meeting will be conducted with City staff to review the City's comments and the Engineer's responses to the 60 percent design documents.
- A meeting will be conducted with City staff to review the 90 percent design documents.

**Task 4.4 – Final Contract Documents**

The objective of this task is to develop final drawings, technical specifications, and updated cost estimate. This task includes the following activities:

- Prepare final technical specifications, based on the CSI format, 49 Division Format that clearly define the materials, equipment and methods that are to be used in the construction of the facility to accompany the design drawings.
- Prepare final construction bid ready design drawings.
- Perform internal quality assurance checks of the technical specifications prior to review by the City. Quality assurance checks will include review and integration of the City's amendments to the standard specifications and the CSI format.
- Prepare final construction cost estimate.
- Incorporate City's review comments from the internal QA/QC and the City's 90 Percent Deliverable review.
- A meeting will be conducted with City staff to review the City's comments and the Engineer's responses to the 90 percent design documents.
- A meeting will be conducted with City staff to review the final design documents.

**Task 4.5 – Permitting and Regulatory Approval Assistance**

The objective of this task is to assist City with in obtaining regulatory approval by the City by providing site plans and figures for permit applications. This task includes the following activities:

- As part of the 90 percent submittal the Engineer will prepare a Project Report for use by the City in submission of the Project Approval Application to the Department of Health (DOH) to fulfill the requirements of WAC 246-290. The Project Report will include a copy of the design drawings and technical specifications.
- Development of site plans and figures as requested by the City for Permit Applications. All permits will be acquired by City Staff.

**Meetings**

- 30 percent basis of design meeting.
- 30 percent design review meeting.
- 30 percent comments review/resolution meeting.



- 60 percent design review meeting.
- 60 percent comments review/resolution meeting.
- 90 percent design review meeting.
- 90 percent comments review/resolution meeting.
- Final design review meeting.
- Meeting with DOH and City to review Project Report.

### **Assumptions**

- Major design elements and features will be established and confirmed as part of the 60 percent submittal submission and City's review.
- Design workshops/meetings will be held at the City offices.
- Design deliverable based on the installation of suitable well pump and construction of a slab on grade CMU building approximately 30 feet by 30 feet, containing basic electrical and instrumentation control and including bulk sodium hypochlorite storage and feed system, and a exterior standby generator and fuel storage tank.
- The technical specifications will be based on the City's standard CSI specifications, provisions, and contracts.
- City will provide and edit their standard front-end CSI document and provide for the Consultant's review as part of the design development.
- The City will prepare and provide the bidding and contract documents using the City's CSI specifications for General Conditions, and the front-end documents including forms, Supplementary Conditions, and procedural requirements.
- Off-site improvements are limited to piping and PRV facilities. Assumes not more than 6 off-site plan sheets.
- Any public involvement activities with neighborhood groups are not included.
- One submittal package of drawings and specifications will be developed for the construction bidding and will conform to the CSI 49 Division format. The project is not anticipated to be constructed in phases or bid as multiple projects.
- Electronic drawing data will be in AutoCAD version 2008 (or earlier). Any design review fees, which may be charged by the DOH; or generation of an Operations and Maintenance manual are not included.
- The City will prepare the Project Approval Application and submit with the Engineer-prepared Project Report to the DOH.

- The City will coordinate regulatory approval for the project, such as SEPA, land use, storm drainage, and building permits. The Engineer will assist the City in obtaining regulatory approval by the City by providing site plans and figures for permit applications. The SEPA, permit applications, calculations, or attendance at permit meetings are not included in this task.

**Deliverables**

- Meeting agendas - electronic copy (PDF), hard copies distributed at meeting.
- Meeting minutes - electronic copy (PDF).
- Basis of Design Report - electronic copy (PDF, Word, Excel), 4 hard copies.
- 30 percent design documents - electronic copy (PDF, Word, Excel), 4 hard copies.
- 30 percent cost estimate - electronic copy (PDF, Word, Excel), 4 hard copies.
- 60 percent design documents - electronic copy (PDF, Word, Excel), 4 hard copies.
- 60 percent cost estimate - electronic copy (PDF, Word, Excel), 4 hard copies.
- 90 percent design documents - electronic copy (PDF, Word, Excel), 4 hard copies.
- 90 percent cost estimate - electronic copy (PDF, Word, Excel), 4 hard copies.
- Final design documents - electronic copy (PDF, Word, Excel), 4 hard copies and AutoCAD files and all associated basemap COGO DTM files and project point files.
- Final cost estimate - electronic copy (PDF, Word, Excel), 4 hard copies.
- Project Report with plans and construction document to DOH - Electronic (PDF), 2 hard copies.
- Site plans and figures necessary for permits - Electronic (PDF).
- Meeting agenda - electronic copy (PDF), hard copies distributed at meeting.
- Meeting minutes - electronic copy (PDF).

Exhibit A - Schedule of Charges  
City of Gig Harbor  
Well #11 Hydraulic Analysis and Design

| TASK DESCRIPTION                                      | Carollo Engineers, Inc. |                 |                         |                      |                   |                                    |            |             |                           | Hydrogeo          |             |               |                 | Survey               |                   | Landscape         |                   | TOTALS                |                         |                 |                            |                         |                    |                  |
|---|-------------------------|-----------------|-------------------------|----------------------|-------------------|------------------------------------|------------|-------------|---------------------------|-------------------|-------------|---------------|-----------------|----------------------|-------------------|-------------------|-------------------|-----------------------|-------------------------|-----------------|----------------------------|-------------------------|--------------------|------------------|
|   | Partner In Charge       | Project Manager | Technical Advisor QA/QC | Project Professional | Asst Professional | Designers/Technicians or GIS Staff | Tech       | Clerical/WP | Carollo Total Labor Hours | Total Labor Costs | Labor Hours | Direct Costs  | Labor Costs     | Total Hydrogeo Costs | Total Labor Hours | Total Survey Cost | Total Labor Hours | Total Landscape Costs | Total Labor Cost - Subs | Sub Mark-up     | Carollo Other Direct Costs | Subs Other Direct Costs | Carollo PECE Costs | TOTAL COSTS      |
| Hourly Billing Rates                                  | \$ 226                  | \$ 205          | \$ 205                  | \$ 175               | \$ 148            | \$ 140                             | \$ 125     | \$ 90       |                           |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         | \$9.90             |                  |
| <b>Task Descriptions</b>                              |                         |                 |                         |                      |                   |                                    |            |             |                           |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| <b>Task 1: Project Management</b>                     |                         |                 |                         |                      |                   |                                    |            |             |                           | 8.5               | \$20        | \$1,045       | \$1,065         |                      |                   | 8                 | \$1,160           | \$2,205               |                         | \$500           | \$20                       |                         |                    |                  |
| Kick off meeting                                      | 0                       | 4               | 0                       | 8                    | 0                 | 0                                  | 0          | 2           | 14                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Council/other meetings (3)                            | 6                       | 36              | 0                       | 0                    | 36                | 0                                  | 0          | 6           | 84                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Client Coordination                                   | 6                       | 24              | 0                       | 24                   | 0                 | 0                                  | 0          | 0           | 54                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Monthly Progress reports                              | 0                       | 12              | 0                       | 12                   | 0                 | 0                                  | 0          | 12          | 36                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| <b>Task 1: Subtotal</b>                               | <b>12</b>               | <b>76</b>       | <b>0</b>                | <b>44</b>            | <b>36</b>         | <b>0</b>                           | <b>0</b>   | <b>20</b>   | <b>188</b>                | <b>\$33,120</b>   | <b>9</b>    | <b>\$20</b>   | <b>\$1,045</b>  | <b>\$1,065</b>       | <b>\$ -</b>       | <b>8</b>          | <b>\$ 1,160</b>   | <b>\$ 2,205</b>       | <b>\$ 220.50</b>        | <b>\$500</b>    | <b>\$20</b>                | <b>\$1,861</b>          | <b>\$37,927</b>    |                  |
| <b>Task 2: System Hydraulics</b>                      |                         |                 |                         |                      |                   |                                    |            |             |                           |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Kick off meeting                                      | 0                       | 16              | 4                       | 32                   | 120               | 16                                 | 0          | 24          | 212                       |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Council/other meetings (3)                            | 6                       | 36              | 0                       | 0                    | 36                | 0                                  | 0          | 6           | 84                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Client Coordination                                   | 6                       | 24              | 0                       | 24                   | 0                 | 0                                  | 0          | 0           | 54                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Monthly Progress reports                              | 0                       | 12              | 0                       | 12                   | 0                 | 0                                  | 0          | 12          | 36                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| <b>Task 2: Subtotal</b>                               | <b>0</b>                | <b>16</b>       | <b>4</b>                | <b>32</b>            | <b>120</b>        | <b>16</b>                          | <b>0</b>   | <b>24</b>   | <b>212</b>                | <b>\$31,860</b>   | <b>0</b>    | <b>\$ -</b>   | <b>\$ -</b>     | <b>\$ -</b>          | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>           | <b>\$ -</b>             | <b>\$500</b>    | <b>\$0</b>                 | <b>\$2,099</b>          | <b>\$34,459</b>    |                  |
| <b>Task 3: Survey and Geotechnical Investigations</b> |                         |                 |                         |                      |                   |                                    |            |             |                           |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Kick off meeting                                      | 1                       | 6               | 2                       | 6                    | 16                | 1                                  | 0          | 2           | 34                        |                   |             |               | \$0             | 40                   | \$4,000           |                   | -                 | \$4,000               |                         | \$75            | \$0                        |                         |                    |                  |
| Council/other meetings (3)                            | 6                       | 36              | 0                       | 0                    | 36                | 0                                  | 0          | 6           | 84                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Client Coordination                                   | 6                       | 24              | 0                       | 24                   | 0                 | 0                                  | 0          | 0           | 54                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Monthly Progress reports                              | 0                       | 12              | 0                       | 12                   | 0                 | 0                                  | 0          | 12          | 36                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| <b>Task 3: Subtotal</b>                               | <b>1</b>                | <b>6</b>        | <b>2</b>                | <b>6</b>             | <b>16</b>         | <b>1</b>                           | <b>0</b>   | <b>2</b>    | <b>34</b>                 | <b>\$5,604</b>    | <b>0</b>    | <b>\$ -</b>   | <b>\$ -</b>     | <b>\$0</b>           | <b>40</b>         | <b>\$ 4,000</b>   | <b>\$ -</b>       | <b>\$ 4,000</b>       | <b>\$ 400</b>           | <b>\$75</b>     | <b>\$0</b>                 | <b>\$337</b>            | <b>\$10,416</b>    |                  |
| <b>Task 4: Well 11 Design of Well 11 Facilities</b>   |                         |                 |                         |                      |                   |                                    |            |             |                           |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Kick off meeting                                      | 2                       | 30              | 20                      | 320                  | 80                | 30                                 | 160        | 20          | 662                       |                   | 6.5         | \$50          | \$1,070         | \$1,120              |                   |                   | 48                | \$4,660               | \$5,730                 |                 | \$500                      | \$50                    |                    |                  |
| Council/other meetings (3)                            | 6                       | 36              | 0                       | 0                    | 36                | 0                                  | 0          | 6           | 84                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Client Coordination                                   | 6                       | 24              | 0                       | 24                   | 0                 | 0                                  | 0          | 0           | 54                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| Monthly Progress reports                              | 0                       | 12              | 0                       | 12                   | 0                 | 0                                  | 0          | 12          | 36                        |                   |             |               |                 |                      |                   |                   |                   |                       |                         |                 |                            |                         |                    |                  |
| <b>Task 4: Subtotal</b>                               | <b>8</b>                | <b>84</b>       | <b>62</b>               | <b>900</b>           | <b>250</b>        | <b>130</b>                         | <b>450</b> | <b>88</b>   | <b>1,972</b>              | <b>\$308,608</b>  | <b>23</b>   | <b>\$ 100</b> | <b>\$ 3,140</b> | <b>\$ 3,240</b>      | <b>0</b>          | <b>\$ -</b>       | <b>100</b>        | <b>\$ 10,100</b>      | <b>\$ 13,240</b>        | <b>\$ 1,324</b> | <b>\$2,250</b>             | <b>\$100</b>            | <b>\$19,523</b>    | <b>\$345,045</b> |
| <b>TOTAL</b>  | <b>21</b>               | <b>182</b>      | <b>68</b>               | <b>982</b>           | <b>422</b>        | <b>147</b>                         | <b>450</b> | <b>134</b>  | <b>2,406</b>              | <b>\$379,192</b>  | <b>31</b>   | <b>\$ 120</b> | <b>\$ 4,185</b> | <b>\$ 4,305</b>      | <b>40</b>         | <b>\$ 4,000</b>   | <b>108</b>        | <b>\$ 11,260</b>      | <b>\$ 19,445</b>        | <b>\$ 1,945</b> | <b>\$ 3,325</b>            | <b>\$ 120</b>           | <b>\$ 23,819</b>   | <b>\$427,846</b> |

**Exhibit B - DRAWING LIST**  
**City of Gig Harbor**  
**Well #11 Hydraulic Analysis and Design**

| Sheet No.              | Drawing | Title   |
|------------------------|---------|---|
| <b>GENERAL</b>         |         |   |
| 1                      | G-01    | TITLE SHEET, VICINITY AND LOCATION MAPS           |
| 2                      | G-02    | LIST OF DRAWINGS, DESIGN CRITERIA AND PFD         |
| 3                      | G-03    | GENERAL ABBREVIATIONS AND SYMBOLS                 |
| 4                      | G-04    | GENERAL MECHANICAL/HVAC ABBREVIATIONS AND SYMBOLS |
| 5                      | G-05    | GENERAL STRUCTURAL ABBREVIATIONS AND SYMBOLS      |
| <b>CIVIL</b>           |         |   |
| 6                      | C-01    | SITE PLAN/INDEX                                   |
| 7                      | C-02    | YARD PIPING PLAN                                  |
| 8                      | C-03    | PAVING AND GRADING PLAN                           |
| 9                      | C-04    | SECTIONS AND DETAILS                              |
| 10                     | CD-01   | GENERAL NOTES AND SYMBOLS                         |
| 11                     | CD-02   | STANDARD DETAILS 1                                |
| <b>LANDSCAPE</b>       |         |   |
| 12                     | L-01    | LANDSCAPING PLAN                                  |
| 13                     | L-02    | LANDSCAPING PLAN AND DETAILS                      |
| 14                     | LD-01   | LANDSCAPING STANDARD DETAILS                      |
| <b>STRUCTURAL</b>      |         |   |
| 15                     | S-01    | PLAN  |
| 16                     | S-02    | SECTION   |
| 17                     | S-03    | SECTION   |
| 18                     | S-04    | ELEVATIONS  |
| 19                     | S-05    | PLANS AND DETAILS                                 |
| 20                     | S-06    | DETAILS   |
| 21                     | SD-01   | STRUCTURAL STANDARD DETAILS 1                     |
| 22                     | SD-02   | STRUCTURAL STANDARD DETAILS 2                     |
| <b>MECHANICAL</b>      |         |   |
| 23                     | M-01    | PLAN  |
| 24                     | M-02    | SECTION   |
| 25                     | M-03    | SECTION   |
| 26                     | M-03    | SECTION AND DETAILS                               |
| 27                     | MD-01   | STANDARD DETAILS 2                                |
| 28                     | MD-01   | STANDARD DETAILS 3                                |
| <b>ELECTRICAL</b>      |         |   |
| 29                     | GE-01   | GENERAL ELECTRICAL LEGEND                         |
| 30                     | GE-02   | OTHER DETAILS                                     |
| 31                     | GE-03   | ONE-LINE  |
| 32                     | GE-04   | SITE PLAN   |
| 33                     | GE-05   | POWER AND CONTROL PLAN                            |
| 34                     | GE-06   | LIGHTING PLAN                                     |
| 35                     | GE-07   | POWER DISTRIBUTION                                |
| 36                     | GE-08   | GENERATOR   |
| 37                     | GE-09   | CONTROL WIRING                                    |
| <b>INSTRUMENTATION</b> |         |   |
| 38                     | N-01    | ABBREVIATION AND SYMBOLS                          |
| 39                     | N-02    | BLOCK DIAGRAM                                     |
| 40                     | N-03    | CONTROL SCHEMATIC                                 |
| 41                     | N-04    | GENERATOR   |
| 42                     | N-05    | PUMPING 1   |
| 43                     | N-06    | CHEMICAL STORAGE                                  |
| 44                     | N-07    | CHEMICAL FEED                                     |



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

**Subject:** Cushman Trail Phase 4 -  
Constructability Review Assistance /  
Consultant Services Contract

**Proposed Council Action:** Approve and authorize the Mayor to execute a Consultant Services Contract with Exeltech Consulting, Inc., to perform a constructability review and develop a Record of Materials (ROM) in the not to exceed amount of \$10,399.22.

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

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

**For Agenda of:** February 24, 2014

**Exhibits:** Consultant Services Contract with Scope and Fee

Initial &  
Date

**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:**

*JG by M 2/20/14*  
*R 2/19/14*  
By email 2/19/14  
*SR 2/19/14*  
*AK 2/19/14*  
*SM 2/19/14*

|                             |              |                        |                |                               |     |
|-----------------------------|--------------|------------------------|----------------|-------------------------------|-----|
| <b>Expenditure Required</b> | \$ 10,399.22 | <b>Amount Budgeted</b> | \$1,300,000.00 | <b>Appropriation Required</b> | \$0 |
|-----------------------------|--------------|------------------------|----------------|-------------------------------|-----|

**INFORMATION/BACKGROUND**

The Cushman Trail Phase 4 project is funded by two grants, one of which include Federal Highway Administration (FHWA) funds. The Phase 4 project design is currently nearing completion and constructing the project within the approved grant schedule is critical to meeting the grant obligations. A constructability review is necessary to provide an increased level of confidence that the project will be constructed within the planned schedule and proposed costs for completion. As with Phase 3, this project is funded through FHWA, that requires more extensive documentation, such as a formal Record of Materials (ROM), which is necessary to demonstrate that the materials used and installed on the project are consistent with the requirements of the grant(s).

**FISCAL CONSIDERATION**

The 2014 City of Gig Harbor Budget includes funding for the Cushman Trail Phases 3 and 4 projects in the Parks Development Fund 109. There are amounts sufficient to fund this contract as shown in Parks Division Capital, Objective 5 in addition to the approved design contract and anticipated construction contract amounts.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute a Consultant Services Contract with Exeltech Consulting, Inc., to perform a constructability review and develop of Record of Materials (ROM) in the not to exceed amount of \$10,399.22.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
EXELTECH CONSULTING, INC.**

---

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

**RECITALS**

WHEREAS, the City is presently engaged in the constructability review of the Cushman Trail Phase 4 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 Ten Thousand Three Hundred Ninety-nine Dollars and Twenty-two Cents (10,399.22) 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, 2015; 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:  
Exeltech Consulting, Inc.  
ATTN: Dick Egolf  
8729 Commerce Place Drive NE, Suite A  
Lacey, WA 98516  
(360) 357-8289

City of Gig Harbor  
ATTN: Stephen Misiurak  
City of Gig Harbor  
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 \_\_\_\_\_, 2014.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit A

### Scope of Services

City of Gig Harbor  
Cushman Trail Phase 4  
Constructability Review and Development of ROM

February, 2014

---

**Prepared by:**  
Exeltech Consulting, Inc.  
8729 Commerce Pl Dr NE, Suite A  
Lacey, WA 98516



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## **INTRODUCTION**

The City of Gig Harbor (hereinafter "City") is the Contracting Agency for this scope of services. Exeltech Consulting, Inc (hereinafter "Consultant") shall work under the City's Project Manager and, as directed by the City, shall provide the services listed within on the Cushman Trail Phase 4 Project (hereinafter "Project").

## **PROJECT DESCRIPTION**

The City plans to construct a shared use path along the alignment of the existing Tacoma Public Utility right-of-way from approximately Burnham Drive to Borgen Blvd.

The Project is funded with local and FHWA federal funds.

## **ASSUMPTIONS**

1. The Consultant's services will be performed within a thirty (30) day period.
2. Design standards to be used include the following (versions of which are in place at time of contract execution):
  - Washington State Department of Transportation (WSDOT) LAG Manual
  - 2005 Washington State Department of Ecology Stormwater Manual
  - Americans with Disabilities Act (ADA)
  - AASHTO
3. Consultant's constructability review and development of the Record of Materials is based on the information presented in, and will be limited to:
  - Contract Documents provided by the City, dated March 2014
  - 90% Submittal Plans prepared by David Evans & Associates, dated 02/02/2014
4. No verification calculations will be performed.
5. Exeltech's review will identify observed constructability issues, and is not considered to be all inclusive.
6. Exeltech will not undertake any liability for completeness or adequacy of plans.
7. The City will make timely payment of invoices (within 30 days of approved invoice).
8. This Scope and associated cost estimate assumes a one time performance of services.
9. Professional services will be limited to the scope listed within, and assumed hours/costs, as established in the attached cost estimate, unless additional services are authorized.

## **SCOPE OF SERVICES**

### **1. PROJECT MANAGEMENT**

The Consultant shall provide overall project management and documentation of work progress, including coordinating the work products of the design team that are critical to the overall design effort. Project Management scope extends for the duration of the project.

Any changes that arise will be proactively communicated and documented with the City's agreement.

It is anticipated that the Consultant will participate in three (2) project meetings with the City at the City's offices and or in the field. The Consultant shall prepare monthly progress reports including a summary of work completed, and financial status of project budget.

*Deliverable(s):*

1. Monthly Progress Report (1) – PDF and/or Hard Copy
2. Monthly Invoices (1) – PDF and/or Hard Copy

**2. CONSTRUCTABILITY REVIEW**

Based on the 90% plans prepared by David Evans and Associates, dated February 02, 2014 and the Contract Documents dated March 2014, the Consultant will provide a constructability review to include the following:

1. Perform a constructability and plan set review for completeness, accuracy, clarity, drafting inconsistencies, redundancy of detail and overall plan adequacy for a Contractor to bid and build the project
2. Identify site access and other site constraints

Estimate decibel levels in setting pin piles for determining alternate schedules of work based on City ordinances Provide a feasible method of paving the pin pile bridge section of the path (approximately 1100 lf of the pathway)The Consultant will conduct one site visit to observe field constraints.

*Deliverable(s):*

1. Constructability Review Letter Memo

**3. DEVELOPMENT OF RECORD OF MATERIALS (ROM)**

The Consultant will develop a Record of Materials (ROM) based on the Contract Documents provided by the City, dated March 2014. The ROM will be used to track all materials on the project during the construction phase of the project.

*Deliverables:*

1. Record of Materials

**4. OPTIONAL SERVICES (NOT INCLUDED IN BUDGET ESTIMATE)**

The City may, dependent upon the City's desecration and need, supplement this agreement for added work in the following categories:

1. Documentation Review of Construction files (Audits)
2. Construction Management Assistance as required.



Exhibit B  
Cost Estimate - Summary Sheet

Cushman Trail Phase 4  
Constructability Review & ROM  
City of Gig Harbor

Start Date

Task Description:

End Date

Consultant Fee Determination

Exeltech Project #

Consultant: Exeltech Consulting, Inc.

| Code  | Classification                  | Man Hours         |   | Rate              | Dollars           |
|---|---------------------------------|-------------------|---|-------------------|-------------------|
| LABOR   |                                 | Hours             |   |                   |                   |
|   | QA/QC                           | 4                 | x | \$57.70           | = 230.80          |
|   | Project Manager                 | 34                | x | \$51.26           | = 1,742.84        |
|   | Office Engineer                 | 34                | x | \$36.41           | = 1,237.94        |
|   | Administration                  | 2                 | x | \$32.00           | = 64.00           |
|   | <b>Total Hours</b>              | <b>74</b>         |   |                   |                   |
|   | <b>Total DSC</b>                |                   |   |                   | <b>= 3,275.58</b> |
|   |                                 | <b>% Increase</b> |   | <b>% of Work</b>  |                   |
|   | <b>Labor Escalation for '14</b> | 0.0               |   | 0                 | = 0.00            |
|   | <b>Escalated Total DSC</b>      |                   |   |                   | <b>= 3,275.58</b> |
| <b>Overhead</b> (OH Cost -- including Salary Additives) |                                 |                   |   |                   |                   |
|   | OH Rate x DSC of                | <u>183.52%</u>    | x | <u>\$3,275.58</u> | = <b>6,011.34</b> |
| <b>Fixed Fee</b> (FF):                                  |                                 |                   |   |                   |                   |
|   | FF Rate x DSC of                | <u>30.00%</u>     | x | <u>\$3,275.58</u> | = <b>982.70</b>   |
| <b>Reimbursables</b>                                    |                                 |                   |   |                   |                   |
| <u>Itemized</u>   | <b>Quantity</b>                 | <b>Units</b>      |   | <b>Rate</b>       | <b>In Scope</b>   |
| Meals and Lodging                                       |                                 | each              | @ | \$150.00          | = 0.00            |
| Mileage   | 160                             | each              | @ | \$0.560           | = 89.60           |
| Reproduction and Printing                               |                                 | copies            | @ | \$0.15            | = 0.00            |
| Postage and Supplies                                    | 2                               | Est               | @ | \$20.00           | = 40.00           |
| Graphics Boards   |                                 | Est               | @ | \$75.00           | = 0.00            |
| <b>Reimbursables Total</b>                              |                                 |                   |   |                   | <b>129.60</b>     |
| <b>Exeltech Subtotal</b>                                |                                 |                   |   |                   | <b>10,399.22</b>  |



**Subject: Resolution – Surplus Equipment**

**Dept. Origin:** Information Services

**Proposed Council Action:**

**Prepared by:** Heidi Othman *HO*

Adopt Resolution No.952  
Surplusing the city-owned equipment.

**For Agenda of:** February 24, 2014  
**Exhibits:** Resolution 952

Initial & Date

**Concurred by Mayor:**

*✓* by *MWT* 2/20/14

**Approved by City Administrator:**

*D* 2/20/14

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

*N/A*

**Approved by Finance Director:**

*OR* 2/20/14

**Approved by Department Head:**

\_\_\_\_\_

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

**INFORMATION / BACKGROUND**

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

**FISCAL CONSIDERATION**

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Adopt Resolution No. 946 surplusing this city-owned equipment.

**RESOLUTION NO. 952**

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

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

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

To declare as surplus:

| EQUIPMENT  | Quantity         | SERIAL #   | Assesst #.                       |
|--|------------------|--|----------------------------------|
| <u><b>Computers:</b></u><br>Dell Precision<br>Dell Latitude Laptop<br>Dell Optiplex 740<br>Dell Optiplex 760 | 1<br>1<br>1<br>1 | CJG1D1<br>8DSF421<br>J005BG1<br>JZSJYK1  | 01536<br>00932<br>01724<br>01756 |
| <u><b>Monitors:</b></u><br>Dell 200fp<br><br>Dell FP2407<br>Dell 1702fp                                      | 2<br><br>1<br>2  | cn-09E249-4663-333-owwl<br>tw-09e249-46635-31m-030L<br><br>mx-0ju436-74262-84m-1hfs<br>mx-08g152-47605-2bc-dnn9<br>mx08g152-47605-210-avnv | n/a –Donkey Crk Pj.<br><br>00950 |
| <u><b>Printers</b></u><br>HPOJ7780<br><br>Brothers MFC-J6710DW   | 1<br><br>1       | 0789355200093-1-<br><br>U62663f2f144758  | 01657<br><br>01997               |

| <u>Miscellaneous Items:</u> |    |             |  |
|-----------------------------|----|-------------|--|
| Samsung TV                  | 1  | 3cbj400099L |  |
| Dead UPS's                  | 10 |             |  |
| Damaged Keyboards           | 3  |             |  |

PASSED ON THIS 24th day of February, 2014

APPROVED:

\_\_\_\_\_  
MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 02/20/14  
PASSED BY THE CITY COUNCIL: 02/24/14  
RESOLUTION NO. 952



Business of the City Council  
City of Gig Harbor, WA

**Subject: Gig Harbor Downtown Waterfront Alliance Agreement**

**Dept. Origin:** Administration

**Prepared by:** Dennis Richards

**Proposed Council Action:**

**For Agenda of:** February 24, 2014  
**Exhibits:** Agreement

Approve the agreement between the City and the Gig Harbor Downtown Waterfront Alliance (GHDWA)

Initial & Date

**Concurred by Mayor:**

*B. Richards 2/20/14*

**Approved by City Administrator:**

*R 2/20/14*

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

*by e-mail*

**Approved by Finance Director:**

*DR 2/20/14*

**Approved by Department Head:** \_\_\_\_\_

| Expenditure       | Amount            | Appropriation |
|-------------------|-------------------|---------------|
| Required \$35,000 | Budgeted \$35,000 | Required \$0  |

**INFORMATION / BACKGROUND**

The Gig Harbor Historic Waterfront Association has changed their name to the Gig Harbor Downtown Waterfront Alliance (GHDWA). This association was formed using the Mainstreet™ approach as approved and administered by the State of Washington.

The GHDWA, has run and will continue to run and promote community events, business retention programs, and other strategies to preserve the historic character of the downtown while improving the economic vitality of the downtown.

In return for the City's \$35,000 cash contribution, the GHDWA will produce specific deliverables as stated in section three of the attached and updated agreement.

**FISCAL CONSIDERATION**

Sufficient funds are included in the 2014 adopted budget.

**BOARD OR COMMITTEE RECOMMENDATION** N/A

**RECOMMENDATION / MOTION**

Move to: Approve the agreement between the City and the Gig Harbor Downtown Waterfront Alliance.

**2014 AGREEMENT**  
**BETWEEN THE CITY OF GIG HARBOR AND**  
**THE GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City" and The Gig Harbor Downtown Waterfront Alliance, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as the "Alliance".

**WHEREAS**, the City is governed by Title 35A RCW, but the City also has "all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate . . ." (RCW 35A.21.160); and

**WHEREAS**, RCW 35.21.703 provides that "it shall be a public purpose for all cities to engage in economic development programs," and "cities may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and

**WHEREAS**, the Alliance, a 501c(3) corporation with UBI # 602 799 246, encourages and supports historic preservation and economic vitality of the historic Gig Harbor waterfront district; and

**WHEREAS**, the City Council is interested in contracting with the Alliance for the activities and services described herein, in order to promote and encourage historic preservation and economic vitality in the historic downtown waterfront district of Gig Harbor; and

**WHEREAS**, the City Council values the concepts embodied in the Main Street™ Approach and recognizes the ability to increase local investment through access to Washington State's Main Street Tax Credit Incentive Program, access to Washington State staff resources (if available) and grant opportunities afforded by Main Street Program; and,

**WHEREAS**, the City Council recognizes that it is not the sole financial contributor to the work of the Alliance;

**NOW THEREFORE**, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

## TERMS

1. **Purpose of the Agreement.** In the execution of this Agreement, the City and the Alliance seek to foster historic preservation and economic vitality and development in the historic waterfront district.

2. **General Provisions of the Agreement.** The City and the Alliance acknowledge that:

A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic downtown waterfront district.

B. Any funding provided by the City under this Agreement will be derived from the City's General Fund.

3. **Organization and Responsibilities of The Alliance.** The Alliance shall organize a thriving association of stakeholders, as defined in the Alliance Bylaws, with an interest in preservation and economic stability and vitality of the Gig Harbor historic downtown waterfront district. In furtherance of the City's economic development the Alliance shall implement the following:

A. Provide an Annual Report of activity from January 1, 2014, through December 31, 2014.

B. Maintain full Washington State Main Street authorized participant status;

C. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program and maintain a current list of B&O contributors / the Alliance income;

D. Provide access to Washington State Main Street staff resources (if any) and grant opportunities afforded by the Main Street program;

E. Create and/or maintain a funding plan for the Alliance to obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this Agreement;

F. Demonstrate local support by obtaining significant funding from community sources including individuals, commercial property owners in the district, businesses, and organizations;

G. Manage, promote and conduct events in the historic downtown waterfront district which will attract members of the public to the historic downtown waterfront district, thereby stimulating economic vitality;

H. Develop and coordinate marketing efforts with the City in keeping with the existing brand and theme of the City of Gig Harbor using the City of Gig Harbor logo on promotional materials developed by the Alliance each year to show the City's sponsorship support;

I. Maintain a communications strategy for informing the Alliance's membership about the Alliance's activities and priorities;

J. Maintain a webpage with links to City's marketing website, *gigharborguide.com*, using a separate domain name for the Alliance that includes a current calendar of events and the Alliance Main Street boundary map;

K. Hold (at a minimum) quarterly meetings for waterfront district stakeholders to promote improved business vitality and communications as a whole, which should include updates on any activities relating to:

1. Alliance sponsored events;
2. Historic preservation activities;
3. Alliance District city code and design standard updates;
4. Alliance (4) Committee updates;
5. Business marketing updates;
6. Parking updates or improvements;
7. Business Management updates; and
8. Any other activities relevant to Alliance members;

L. Work with City leaders and staff, business and property owners to enhance the attractiveness and maintain the historic character of the historic downtown waterfront business district, in keeping with city codes and design standards.

M. Develop data and trend information useful in development of long term solutions to economic and business issues in the historic downtown waterfront area. Use this information to assist City leaders and staff in preservation and development topics for the historic downtown waterfront area in Gig Harbor, such as:

1. Maintaining a business inventory of the historic downtown waterfront district;  
and
2. Maintaining data on parking within the historic downtown waterfront district;

N. Provide an Annual Report, as described above, for the period January 1, 2014, through December 31, 2014, no later than the end of the first quarter of 2015,

O. Work with the City to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);



P. Submit quarterly financial and performance reports due on or before the last day of the month following March, June, September, and December of each contract year to the City regarding activities conducted by the Alliance and proposed activities for the remainder of the term of the contract;

Q. Provide a royalty-free, fully paid license to the City for use of the Alliance logo;

R. The Alliance Board membership shall include the City Administrator as an active member of the Alliance Board as set forth in the Alliance By-laws;

S. Provide early communication to the City regarding any Alliance projects, programs or events that may require City Planning, Building, Engineering, Operations, Marketing, or Historic Preservation consideration or review; and

T. Provide a fully paid annual Alliance membership to the City of Gig Harbor.

#### 4. City's Responsibilities.

A. **Funding for Services Described in this Agreement:** Annual funding for the Alliance is subject to City Council approval. The Alliance shall submit their funding request in writing no later than September 30 of the Agreement calendar year. This calendar year (2014) the City will pay \$35,000.00 in four installments of \$8,750.00 due the first business day of the *contract year* in February, April, July, and October. Payment will be made within 30 days of receipt of an invoice from the Alliance;

B. Provide a royalty-free, fully paid license to the Alliance for use of the City logo. Use of the City logo requires approval by the City Marketing Department;

C. Provide a link to the Alliance's website on the City's website ([www.gigharborguide.com](http://www.gigharborguide.com)).

**5. Duration of Contract.** This Agreement shall be in effect January 1 through December 31, 2014 unless sooner terminated as provided herein. The first payment under this Agreement shall be made no later than 30 days after execution by duly authorized representatives of both parties.

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

**7. Indemnification and Defense.** The Alliance shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection of the reports described herein, or the City's execution of this Agreement (requiring the Alliance to provide certain services) shall not be grounds to avoid any of these covenants of indemnification.

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 Alliance and the City, its officers, officials, employees, agents and volunteers, the Alliance's liability hereunder shall be only to the extent of the Alliance's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE ALLIANCE'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 ALLIANCE's WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE ALLIANCE's EMPLOYEES DIRECTLY AGAINST THE ALLIANCE.

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

**8. Insurance.**

A. The Alliance 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 Alliance's own work including the work of the Alliance's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the Alliance 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

C. All policies and coverage's shall be on an occurrence made basis.

D. The Alliance is responsible for the payment of any deductible or self-insured retention that is required by any of the Alliance's insurance. If the City is required to contribute to the deductible under any of the Agency's insurance policies, the Alliance shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

E. The City of Gig Harbor shall be named as an additional insured on the Alliance'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 Agency's insurance policies.

F. Under this agreement, the Alliance'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 Alliance's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The Alliance 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 Agency's coverage.

**9. City's Right of Inspection, the Alliance's Responsibility to Comply with Law.** Even though the Alliance is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of

services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Alliance 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 Alliance's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**10. Record Keeping and Reporting.**

A. The Alliance shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the activities described herein and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit during the performance of this Contract by the City. The City shall have the right to an annual audit of the Alliance's financial statements and condition.

**11. Termination.**

A. The City may terminate this Agreement, for public convenience, the Alliance's default, the Alliance's insolvency or bankruptcy, or the Alliance's assignment for the benefit of creditors, at any time. If delivered to the Alliance in person, termination shall be effective immediately upon the Alliance's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Except in the situation where this Agreement has been terminated for public convenience, the Alliance shall be liable to the City for any additional payments made by the City for which no services were rendered.

C. If the Alliance's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

**12. Discrimination Prohibited.** The Alliance shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Alliance to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, sexual orientation, marital status or presence of any sensory, mental or physical handicap.

**13. Assignment and Subcontract.** Any assignment of this Agreement by the Alliance without the written consent of the City shall be void. If the City shall give its consent to any

assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

**14. Notices.** Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

**TO THE CITY:**

Attn: City Administrator  
City of Gig Harbor  
Downtown Waterfront Alliance  
3510 Grandview Street  
Gig Harbor, WA 98335

**TO THE THE ALLIANCE:**

Attn: Executive Director  
Gig Harbor  
PO Box 771  
Gig Harbor, WA 98335

**15. Applicable Law, Venue, Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

**16. 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 Alliance.

**17. Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

**18. Agreement Not Enforceable by Third Parties.** This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF GIG HARBOR

GIG HARBOR  
DOWNTOWN WATERFRONT ALLIANCE

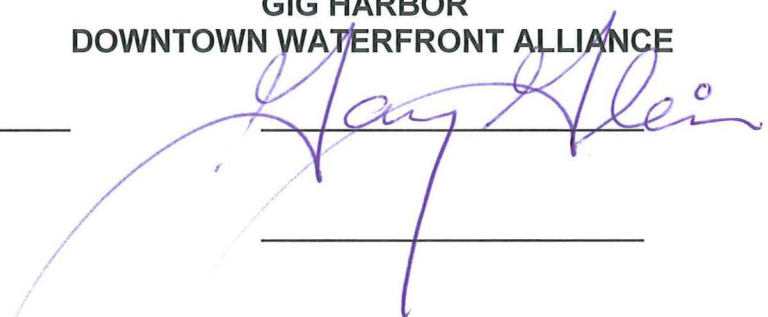
\_\_\_\_\_  
Jill Guernsey, Mayor

Attest:

\_\_\_\_\_  
Molly Towslee, City Clerk

Approved as to form:

\_\_\_\_\_  
Angela Summerfield, City Attorney

A handwritten signature in purple ink is written over a horizontal line. The signature is cursive and appears to read "Ray Klein". The signature extends upwards and to the left, crossing over the line and partially overlapping the text "GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE".



Gary Glein, President

Mary DesMarais, Executive Director

**City Council Presentation – February 24, 2014**  
**An Update on Activities since September 2013**

- **Brief Overview of Mission**
- **Review Selected Accomplishments & Projects**

# Goals & Objectives

## Mission:

*To promote economic vitality consistent with maintaining community character*

- Main Street – National Main Street Center Program
- Non-profit - 501 (c) (3) – Founded 2008
- Alliance Area - Downtown Waterfront



# Some Main Street Principles

- **Partnerships** – property owners, business, government, organizations, residents
- **Self-help and volunteering**
- **Incremental steps - Four Committees:**
  - Organization – *John Lantz*
  - Promotion – *Josh Sherwin*
  - Economic Redevelopment – *Mike Pinch*
  - Design – *David Fisher*

# 2013 Was a Busy Year

- Community **Branding** & Image Program
- **Retail Market Study**
- **UW Storefront Studio Study**

*All Involved Community & Partners*



- **Downtown Promotion with Partners**

*Boaters Guide – Advertising - Map & Shopping Guide*

*Planning for Seattle Boat Show – Connie's Clock, Trolley*



# Some Recent Accomplishments Fund-raising & Administration

- **City Contract** - revised and updated
- **B&O Credit Donations** – “Maxed Out” - \$133k
- **Annual Meeting & New Board members:**
  - Annual meeting & **Awards** – *Russell Bldg.*
  - Mike Henery – *Owner, Tickled Pink*
  - Rhana Lovrovich - *Park Commission, Fishing Family*
  - Denny Richards – *Appointed by Mayor*



# Some Recent Accomplishments

## Promotion – **Girls Night Out** - November

*Create Awareness of Downtown Amenities &  
Stimulate Business*

- Attendees – 600+
- Participating Business - 48
- Downtown Purchases-\$45,000
- “Happening Evening” – *searchlights, limousines, music*



# Some Recent Accomplishments

## Storefront & Merchandising Seminar- February

*Help merchants improve their ability to attract customers and sell merchandise*

- **Outside Consultant – Seanette Corkill**

*Signage – Window Displays – Lighting*

*Customer Flow - Fixture Layout - Atmosphere*

- **Seminar Attendees- 50**
- **Mini-makeover consultations - 7**

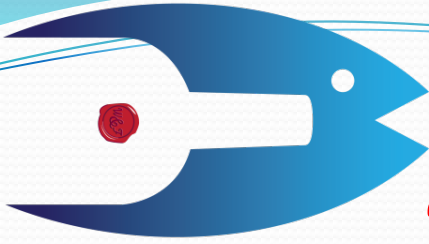


# Some Coming Activities

**“Downtown Thursday”** starting April 10th

*Bring more customers downtown each month*

- **Fun social atmosphere** with special activities  
*Family activities – music - specials*
- Most Merchants & Restaurants **open until 8pm**
- Combine with the gallery **“Art Walk”**
- Advertising & Media **Promotion**



## Some Coming Activities

**“Wine & Food Festival”** July 26th

| A CELEBRATION OF THE REGION'S | WINES | SPIRITS | BREWS & FOOD |

*A regional event for the downtown waterfront*

- Harbor History Museum Site
- 60 – Wine, Food, Beer, & Spirit Vendors
- 800 - attendees
- Education Classes
- Celebrity Guest **Tom Douglas**
- Joint sponsorship with Rotary
- **Fundraiser** - *Cushman Connection Trail; Other Projects*



# Summary & Questions

*We are proud of:*

- Our **accomplishments**
- Our **plans for 2014**
- How our community is **working together**
- Our **Partnership** with the City of Gig Harbor

Thank You

Any Questions?







Business of the City Council  
City of Gig Harbor, WA

**Subject:** Second Reading of Ordinance No. 1285 - Adoption of Interim Regulations re: Separation of Marijuana Retail establishments

**Proposed Council Action:** Second reading of ordinance, consider motion to adopt ordinance No. 1285 as written.

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel

*LS*

**For Agenda of:** February 24, 2014

**Exhibits:** Ordinance No. 1285

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head**

*J.K. 2/14/14*  
*R 2/14/14*  
*email 1/21/14*  
*NA*  
*P.K. for J.K. 2.19.14*

|                             |     |                        |     |                               |     |
|-----------------------------|-----|------------------------|-----|-------------------------------|-----|
| <b>Expenditure Required</b> | n/a | <b>Amount Budgeted</b> | n/a | <b>Appropriation Required</b> | \$0 |
|-----------------------------|-----|------------------------|-----|-------------------------------|-----|

**INFORMATION/BACKGROUND**

Enclosed for your review is an ordinance that would adopt interim regulations for 2,500 foot separation requirements of marijuana retailers licensed by the State under Initiative 502. The permanent regulations adopted under Ordinance No. 1271 did not establish a separation threshold for marijuana retailers. Staff has recently communicated with the Washington State Liquor Control Board (WSLCB) and was informed that there is no maximum number of retail shops the state would restrict licensing to within the city limits of Gig Harbor and that WSLCB would potentially issue upwards to five or six retail licenses and is legally allowed to issue up to 17 retail licenses within the city.

Initiative 502, approved by voters in November 2012, decriminalized certain use, production, processing and possession of marijuana for adult recreational purposes. It also established the framework for administration and licensing through the Washington State Liquor Control Board. On January 16, 2014 the Washington State Attorney General issued an opinion that cities have the ability to restrict marijuana uses and establish zoning requirements beyond the parameters the initiative laid out. With the information received from the WSLCB earlier this month and the State Attorney General opinion, city staff was directed to establish additional thresholds for permitting that would avoid the grouping and concentration of marijuana retailers in any one part of the City. The interim regulations would create the requirement of a 2,500 foot separation from property line to property line for any marijuana retailers.

The Liquor Control Board anticipates the retail lottery to be conducted at or near the end of the month of February. Council could consider the ordinance at first reading with a majority plus one or hold second hearing on February 24<sup>th</sup>.

**FISCAL CONSIDERATION:** None.

**BOARD OR COMMITTEE RECOMMENDATION:** None, a work program has been identified within the draft ordinance.

**RECOMMENDATION/MOTION:** Second reading of ordinance, consider motion to adopt Ordinance No. 1285 as written.

**ORDINANCE NO. 1285**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ADOPTING INTERIM ZONING REGULATIONS RELATING TO THE SEPARATION OF MARIJUANA-RELATED RETAIL USES; AMENDING SECTION 17.63.030(F) OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, Initiative 502 was passed by the voters of the State of Washington in November 2012, providing a framework under which marijuana producers, processors, and retailers can become licensed by the State of Washington; and

WHEREAS, in response and after a public hearing the Gig Harbor City Council approved Ordinance No. 1271 on September 23, 2013, adopting permanent regulations relating to marijuana uses; and

WHEREAS, under Initiative 502, the Washington State Liquor Control Board was tasked with the responsibility to adopt the rules governing the licensing and operations of marijuana producers, processors, and retailers, and the Board adopted such rules at chapter 314-55 of the Washington Administrative Code, effective November 21, 2013; and

WHEREAS, WAC 314-55-081 authorized the Liquor Control Board to determine the maximum number of marijuana retail locations per county and within cities with higher populations, with the intent of distributing that number proportionate to the most populous cities within each county. This included an "at large" number for locations in unincorporated areas in the county or in small cities within the county that have no designated number of retail licenses; and

WHEREAS, due to the relatively small population in the City of Gig Harbor, the Liquor Control Board did not designate a number of retail licenses that could be approved in the City of Gig Harbor; and

WHEREAS, on January 7, 2014 staff was informed by the Washington State Liquor Control Board that (other than the cap in Pierce County) there were no limitations to the number of marijuana retailers they would license within the City of Gig Harbor, even though the distribution of retail licenses was to be correlated with population; and

WHEREAS, the Liquor Control Board began accepting applications for all license types on November 18, 2013 and anticipates issuance of licenses in March/April 2014; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt interim zoning regulations for a period of up to 12 months with a work plan after a public hearing and adoption of findings justifying the same; and

WHEREAS, in order to avoid the unintended concentration of marijuana retail uses within the City, staff has been directed to present interim regulations that would provide for separation of marijuana retail uses to ensure that the City does not experience the unintended concentration of marijuana retail uses; and

WHEREAS, on January 16, 2014, the Washington State Attorney General opined that I-502 does not preempt local authority to regulate such businesses beyond the minimum requirements of state law; and

WHEREAS, the Gig Harbor City Council, after a public hearing and after considering all testimony given, determined that adoption of these interim regulations is justified and in the best interests of the City; and

WHEREAS, the Gig Harbor City Council finds that adoption of these regulations for up to 12 months is appropriate given the bills that are pending before the Washington State Legislature this session and the time necessary to respond to anticipated changes in law; and

WHEREAS, nothing in this Ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law;

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

**Section 1. Purpose.** The purpose of this ordinance is to establish interim regulations relating to the separation of recreational marijuana retailers for a period of up to twelve month, or until such earlier time as permanent regulations may be adopted.

**Section 2. Findings in Support of Establishing Interim Regulations.** In addition to the findings relating to marijuiana uses set forth in Ordinance No. 1271, which are incorporated herein, the Gig Harbor City Council adopts the recitals set forth above in support of adopting the interim regulations.

**Section 3. Interim Zoning Regulations.** Section 17.63.030(F) of the Gig Harbor Municipal Code is amended as follows:

F. Marijuana retailers may locate only in the following zones but only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC and only when marijuana retailers are separated by a minimum of 2,500 feet measured from the perimeter of any other marijuana retailer, to be determined by Pierce County Assessor Treasurer tax parcels:

1. Commercial District (C-1);
2. General Business District (B-2) and;
3. Employment District (ED) only if subordinate to the principal tenant use of Marijuana producer or marijuana processor, and occupy no more than 25 percent of the gross floor area of the principal tenant use.

**Section 4. Duration of Interim Zoning Regulations.** The interim zoning regulations shall remain in effect for a period of up to twelve months, and shall automatically expire at that time unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent regulations prior to that date.

**Section 5. Planning Commission Work Plan.** Due to the pending bills before the Washington State Legislature this session that could affect the interim regulations adopted in this ordinance, the City of Gig Harbor Planning Commission is hereby directed to conduct another review of the interim regulations in the fall of 2014, to consider any recommendations of the city attorney in response to any changes in law, and to make a recommendation on whether the regulations, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council no later than December 8, 2014.

**Section 6. Transmittal to Department.** Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

**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. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 9. Effective Date.** This Ordinance shall take effect immediately upon adoption on February 24, 2014, and a summary published in the city's designated paper.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 24th day of February, 2014.

CITY OF GIG HARBOR

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Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

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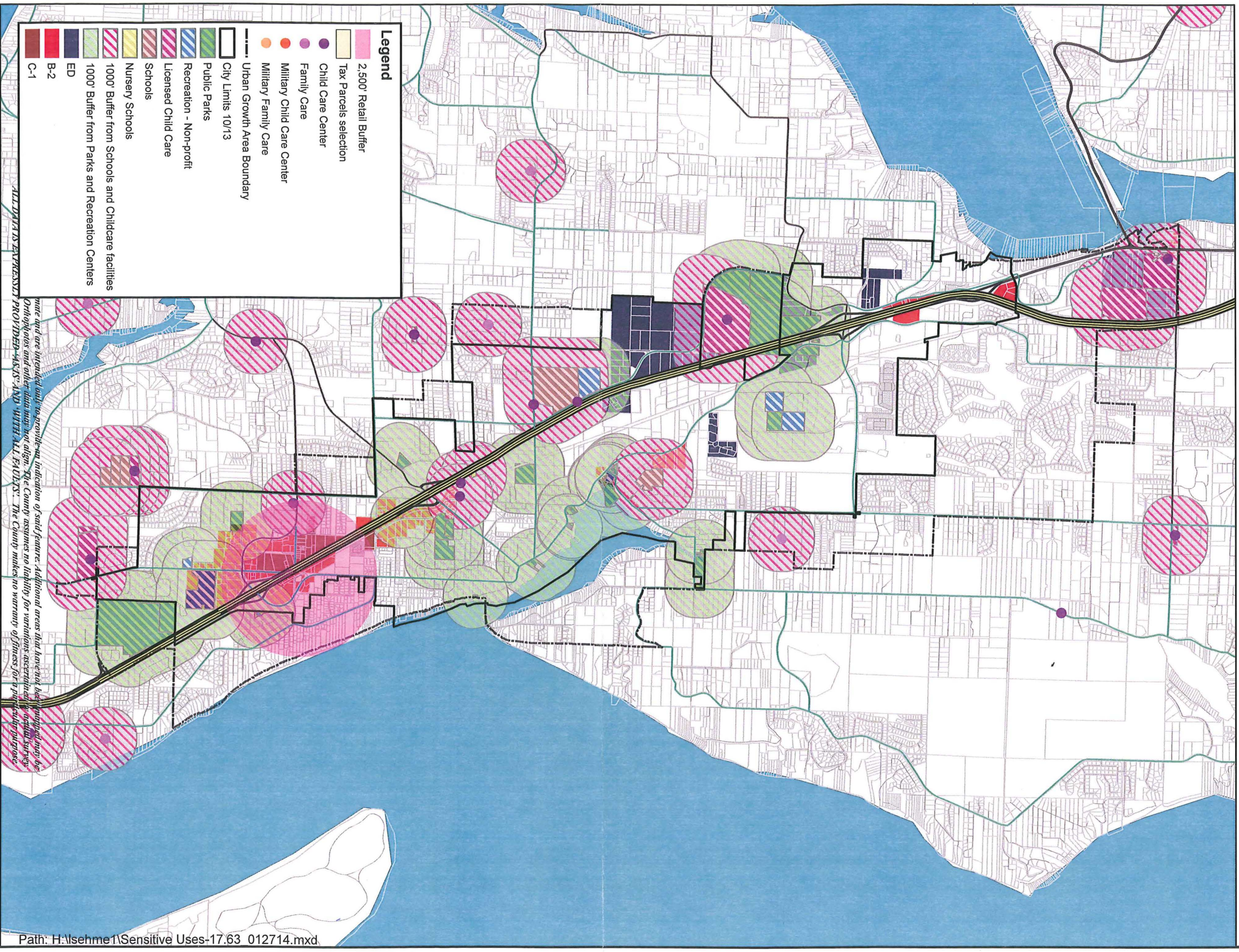
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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FILED WITH THE CITY CLERK: 01/22/14  
PASSED BY THE CITY COUNCIL: 02/24/14  
PUBLISHED: 03/05/14  
EFFECTIVE DATE: 02/24/14  
ORDINANCE NO: 1285

# Marijuana Related Uses Allowed Zones and Sensitive Uses



Printed on January 27, 2014  
MARIJUANA RELATED USES

**SENSITIVE USES AND PROXIMITY TO ALLOWED ZONES**

Disclaimer: This map may change due to changes in land use. At no point does this map represent accurate survey quality for legal purposes. For discussion purposes only.



Business of the City Council  
City of Gig Harbor, WA

**Subject: Pierce Transit Board of Commissioners**

**Proposed Council Action:**

Cast a Vote for Nancy Henderson.

**Dept. Origin:** Administration

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

**For Agenda of:** February 24, 2014

**Exhibits:** Letter and Ballot

Initial & Date

**Concurred by Mayor:** *RT 2/18/14*

**Approved by City Administrator:** *R 2/18/14*

**Approved as to form by City Atty:** *N/A*

**Approved by Finance Director:** *N/A*

**Approved by Department Head:** *N/A*

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

**INFORMATION / BACKGROUND**

Pierce Transit asked for nominations for a representative to fill the unexpired position on the Board of Commissioners that represent the six cities and towns of Auburn, Gig Harbor, Fircrest, Pacific, Ruston, and Steilacoom. One nomination was received for Nancy Henderson, Town of Steilacoom.

Pierce Transit is requesting that Council formally consider the nominee and to return the ballot by February 28<sup>th</sup>.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Cast a Vote for Nancy Henderson, Town of Steilacoom.





February 5, 2014

Ms. Molly Townslee  
City of Gig Harbor  
3510 Grandview Stret  
Gig Harbor, WA 98335

Dear Molly,

Recently, you were sent a letter from Pierce Transit requesting your Council's nomination of a representative to fill an unexpired term/position on the Pierce Transit Board of Commissioners that represents the six cities and towns of Auburn, Gig Harbor, Fircrest, Pacific, Ruston and Steilacoom.

Nomination(s) received as of the February 3, 2014, deadline were:

Nancy Henderson, Town of Steilacoom

At your next council meeting, please formally consider the nominee provided above and related bio. A certified copy of the council resolution or motion must accompany the enclosed ballot. Please forward the ballot and appropriate verification to me on or before February 28, 2014.

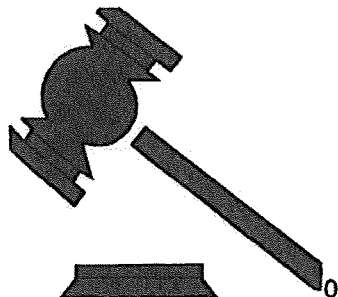
If you have any questions, please call me at 581-8006.

Sincerely,

A handwritten signature in cursive script that reads "Deanne Jacobson".

Deanne Jacobson  
Clerk of the Board

cc: Pierce Transit Board of Commissioners  
Lynne Griffith, Chief Executive Officer



## OFFICIAL BALLOT

Candidate: Nancy Henderson, Steilacoom

The city/town of \_\_\_\_\_ wishes to cast its vote for  
Councilmember/Mayor \_\_\_\_\_ of  
the City of \_\_\_\_\_ to fill an unexpired term on  
the Board of Commissioners for Pierce Transit representing the Cities and Towns of  
Auburn, Pacific, Ruston, Steilacoom, Gig Harbor, and Fircrest. The term will expire April 30,  
2015.

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce Transit's Clerk of the Board by 5 p.m., February 28, 2014.

Nancy E. Henderson

**Political Experience**

Councilmember, Town of Steilacoom, Jan 2012 to present

**Education:**

PhD in Rehabilitation, Texas Woman's University; Master of Physical Therapy, US Army-Baylor University; Bachelor of Science, Washington State University; graduate, US Army War College

**Community Service:**

Town of Steilacoom Parks and Trails Advisory Task Force since 2008; Steilacoom Kiwanis; Steilacoom Historical Museum Association; Chair, South Sound Chapter, Greater Puget Sound AFS Intercultural Programs; Volunteer, Steilacoom Historical School District #1. 15 year Steilacoom resident.

**Employment:**

Served in the Army for 30+ years. Continue working intermittently as physical therapist.

I have a strong interest in public transportation and have attended a number of the Pierce Transit Board meetings over the past 2 years. If selected to represent Auburn, Gig Harbor, Fircrest, Pacific, Ruston, and Steilacoom on the Pierce Transit Board of Commissioners, I will advocate for optimal public transportation for the communities I will represent in consultation with leaders of those jurisdictions. I intend to study issues carefully, be attentive to citizen input, and work collaboratively to promote public transportation in our communities.