

# **Gig Harbor City Council Meeting**

**June 23, 2014**

**5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, June 23, 2014 – 5:30 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Jun 9, 2014.
2. Receive and File: a) Minutes of Public Works Committee – May 15, 2014; b) Gig Harbor Arts Commission Minutes May 14, 2014; c) Parks Commission Minutes Apr 2, 2014; d) Parks and Council Joint Worksession Minutes May 19, 2014; e) Council Workstudy Session Minutes Jun 9, 2014; f) Finance & Safety Committee Minutes Jun 16, 2014.
3. Liquor License Action: a) Tides Tavern Change of Corporate Officers; b) Special Occasion License – GH Downtown Waterfront Alliance; c) Liquor License Renewals: The Keeping Room, Hunan Garden, Kinza Teriyaki, Spiro's Bella Notte Pizza, Applebees Neighborhood Grill, and Forza Coffee.
4. Appointment of Planning Commissioners.
5. Second Reading of Ordinance No. 1295 – Interim Food Trucks.
6. Cushman Trail Phase 3 and 4 - Tacoma Public Utilities Permit Addendum No. 7.
7. Resolution No. 967 – Cushman Trail Phase 3 and 4 Funding Approval.
8. Jerisich Dock – Public Works Contract Change Order No. 3.
9. East Tank Seismic and Safety Upgrades - Consultant Services Contract.
10. WWTP Ph. 2 Improvements – Bid Award / Consultant Services Contract(s) for Materials Testing & Construction Support Services.
11. Hearing Examiner Consultant Services Contract.
12. 2014 Pavement Maintenance Project – Bid Award / Consultant Services Contract for Materials Testing.
13. City-wide Traffic Demand Model and Impact Fee Update – Consultant Services Contract.
14. Approval of Payment of Bills Jun 23, 2014: Checks #75669 through #75789 in the amount of \$670,283.24.

**OLD BUSINESS:**

1. Second Reading of Ordinance No. 1296 – Increasing Parks Commission Membership.
2. Second Reading of Ordinance No. 1297 – Adoption of Harbor Element.

**NEW BUSINESS:**

1. Public Hearing and Resolution No. 968 Adopting the Six-Year Transportation Improvement Program (TIP) 2015-2020.

**CITY ADMINISTRATOR / STAFF REPORT:**

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Maritime Playzone Grand Opening / Ribbon Cutting: Fri. Jun 27<sup>th</sup> at 3:00 p.m.
2. Budget Worksession: Mon. Jun 30<sup>th</sup> at 5:15 p.m.
3. Lodging Tax Advisory Committee: Tue. Jul 1<sup>st</sup> at 7:30 a.m.
4. Parks Commission: Wed. Jul 2<sup>nd</sup> at 5:30 p.m.
5. Civic Center Closed on July 4<sup>th</sup>.
6. Planning / Building Committee: Mon. Jul 7<sup>th</sup> at 5:30 p.m.
7. Public Works Committee: Mon. Jul 14<sup>th</sup> at 3:00 p.m.
8. Intergovernmental Affairs: Mon. Jul 14<sup>th</sup> at 4:30 p.m.

**EXECUTIVE SESSION:** To discuss pending litigation per RCW 42.10.110(1)(i)

**ADJOURN TO WORKSTUDY SESSION:** Lift Station 4B – North Location.

## MINUTES OF GIG HARBOR CITY COUNCIL MEETING – June 9, 2014

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

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

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes May 27, 2014.
2. Receive and File: a) LTAC Minutes Apr. 3, 2014; b) Council Worksession Minutes May, 27, 2014;
3. Second Reading of Ordinance No. 1294 - City Participation in State LOCAL Borrowing Program.
4. Lift Station No. 8 Paving – Small Public Works Contract.
5. Wilkinson Farm Barn Design – Consultant Services Contract.
6. Skansie House Lease Agreement – Harbor Wildwatch.
7. Biosolids Contract.
8. Approval of Payment of Bills Jun 9, 2014: Checks #75581 through #75668 in the amount of \$849,879.76.
9. Approval of Payroll for the month of April: Checks #7269 through #7310 and direct deposits in the amount of \$575,853.16.

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

**OLD BUSINESS:**

1. Public Hearing on Ordinance No. 1290 - Moratorium on Marijuana Related Uses – GHMC 17.63. Senior Planner Lindsey Sehmel presented the background for this public hearing to address impacts of siting of retail locations near non-traditional school-owned educational sites. She explained that the moratorium also directed staff to redact medical marijuana as an allowed use within city limits. At the close of the public hearing, no action is required unless Council desires to make additional findings or terminate the moratorium, she explained. If maintained, the moratorium will remain in effect until October. Staff would like direction on permanent regulations to come before Council for consideration in July, if possible.

The Mayor opened the public hearing at 5:34 p.m. She said each person would have three minutes to express their opinion, or if representing a group, up to five minutes.

Jerry Gibbs - 4811 100<sup>th</sup> Ave Ct. NW. Mr. Gibbs shared that he has been directly affected by drug and alcohol abuse. He explained that he supported the school district resolution, but after hearing compelling testimony from the gentleman who wants to open a store he did his own homework and found that revenues from I-502 go to health

care research and the general fund. He said the revenue from marijuana sales revenues will help fund the McCleary Decision. Gig Harbor doesn't have the sales tax revenues to support the future residential growth and demands on city services. He also said we can't forget that 54% of the people who live in this district voted for I-502 and the will of the people should be considered because efforts to thwart the will of the people tend to perpetuate distrust in government. He then said he thinks we can trust those who want to open the stores to do the right thing and protect our children from their product.

Gregg Colbo – 4594 Harper Hill Road, Port Orchard – representing Chapel Hill Presbyterian Church, 7700 Skansie Avenue. Mr. Colbo, Vice-Chair of the Elders at Chapel Hill, explained that this is about the protection of our children. He said that they recently adopted a resolution of concurrence with the Peninsula School District's resolution. The Elders, along with members of Chapel Hill and others in our Faith Community, stand together in support of the request to continue moratorium on marijuana shops in Gig Harbor. He said they are thankful to the Council for their judicious response to this important issue and hope that the scope of the moratorium is expanded and made permanent. He then presented another resolution on behalf of Believers Fellowship, who could not attend tonight.

Jack Banks – 13210 Banner Road SE, Olalla, WA. Mr. Banks commented that at 77 years old, he has never used marijuana and probably never will. Mr. Banks said that the majority voters in the state and Gig Harbor voted to legalize control and tax the sale of marijuana. The State has extensive regulations on who can sell and who you can sell to; presently, anyone can buy marijuana anytime or anywhere. One problem that he can see with this is that some of the funding should come back to the community. The moratorium won't change the facts; this has been studied extensively, he said, and drug dealers want the moratorium because they have a monopoly. He recommended that council permit what the people voted in.

Lance Brown – 802 30<sup>th</sup> St. NW. Mr. Brown said he is speaking on behalf of Chapel Hill Church and the Harbor Hope Network, a foundation working with the school district to prevent teen suicide. He also represents the Soar Program at Chapel Hill that provides recovery support for teens. He spoke in support of the school resolution. He explained that he has 13 years of overseeing recovery ministry in the harbor for adults and teens, and he has deep concern with the increasing availability of medical marijuana products in the harbor. We already have a higher than normal adolescent use of marijuana and increasing the availability will increase the danger. He said we need to go slowly and consider each of these decisions. He has had many conversations with teens and adults about the collateral use and sharing of medical marijuana, which is another concern that has impact on our youth. He said again that he wholeheartedly supports the school resolution, and Chapel Hill supports it as well.

Susan Hyde – 957 Gway Drive, Fox Island. Ms. Hyde said she has no personal interest in use of marijuana, but thinks the Gig Harbor City Council is thwarting the will of the people and are listening to religious, political, and personal views that may or may not



be based on fact. She said it puzzles her why we are throwing so many roadblocks in the way of legitimate business people who are following the law. People are concerned about children; children have total access now and making it legal for others to purchase is not going to increase that access. We rant and rave about the use of marijuana without taking a look at the fact that alcohol is a much greater risk and yet it's available everywhere.

Larry Reynolds – 9605 Sunrise Beach Dr. NW. Mr. Reynolds said you have already heard several times that this is the will of the people and the vote and he supports that. He said that it would be better to have the sales be controlled and regulated. The process the state is going through helps make it much better than selling it on the street; we might see less marijuana. We ought to get on with removing the moratorium.

Mark Nelson – 1009 Island Boulevard, Fox Island. Mr. Nelson is an attorney representing local marijuana retail applicants. As a Prosecutor for many small communities in King County, he grew frustrated with enforcement of marijuana prohibition and watching various agencies expend their limited resources on laws that weren't working, he said. The moratoriums and bans are more of the same. He said he referenced what US Attorney John McKay had to say about lifting this prohibition that isn't working, and urged the Council to think of I-502 as a way for cities to expand their revenue base rather than to deprive resources. He said they propose amendments to GHMC 17.63 to strike a balance for sensitive uses and the legitimate business interest. He urged Council to make the proposed amendments.

Dave Morris – 2809 Harborview Drive. Mr. Morris said he understands his property along Burnham Drive meets all the criteria, and property owners that meet legal and zoning criteria shouldn't be unreasonably denied the opportunity to enter into business arrangements. He said the moratorium is an inappropriate vehicle to use for properties that qualify.

Mike Henery – 4615 Saddleback. Mr. Henery spoke as a winner of the license lottery, someone hoping to open in Gig Harbor, as a property owner, as a business owner, and as a parent. He responded to the concern that this will increase marijuana in Gig Harbor. He said the state has deemed community gardens and dispensaries illegal and would love to shut down and limit easy access to the "gray market" marijuana that is currently available less than 500 feet away from Peninsula High School. They won't be shut down until the legal 502 establishments that will market to those 21 and over and bringing in tax revenue are allowed. The black market is always going to be there, he said, but growers would most likely sell legally, limiting the inventory on the black market. Mr. Henery further explained that their site is off the roadway so there wouldn't be any view of the signage. There is visibility in the parking lot and video cameras to address the concern of loitering, and they will provide extra training to employees to make sure that no one under the age of 21 will be allowed to purchase.

Tedd Wetherbee – 12517 101<sup>st</sup> Ave Ct. NW. Mr. Wetherbee thanked Councilmembers for taking the time out to talk which has allowed open dialogue that brought education to

both sides and hopefully alleviated most concerns. He said that their proposed amendments to the ordinance should satisfy a lot of concern and take care of sensitive use sites such as non-traditional schools, but allow the economic development of business to go forward with the will of the people of Gig Harbor.

Kathy Black – 4602 35<sup>th</sup> Street, Eastbay Drive. Ms. Black said she was speaking about state licenses being allowed to operate, the will of the people, the legal market, doing away with the black market, revenues, job creation, and Council leading investors to believe in something and then moving the goals. She spoke on behalf of her Mother, who had terminal cancer and was starving to death. Her Mother asked her to buy pot to help her to eat, she said, adding that no one would deny a loved one's comfort and ability to live a couple more months. Her mother gained 22 pounds; this was a safe way for her to live a little longer. Ms. Black stressed that she doesn't smoke, but she believes marijuana has stigmas that we can't look past, but it is necessary for people that you love to be comfortable.

Abby Lovell – 3805 Rosedale Street. Ms. Lovell has a business at 7801 Pioneer Way shared her history of extreme pain and use of prescribed narcotics as a result of a fast-growing fibroid and severe osteo-arthritis in her neck. She said she doesn't have a vested interest in a marijuana store in Gig Harbor now, but knows there is an aging population, people living with chronic pain, people unable to take painkillers, and people suffering from cancer that do not have alternatives to traditional medicine. There has been plenty of research on medicinal marijuana to help all types of pain, illness, disease, and stress, she said. Making marijuana a taboo product with stigma is not doing our community justice.

Rand Wilhelmsen – 3225 Grandview St. Mr. Wilhelmsen said he is representing the Peninsula School Board, and read for the record the resolution from the Peninsula School District in support of the enactment of more restrictive regulations on marijuana businesses within the City of Gig Harbor.

Harlan Gallinger – 3118 65<sup>th</sup> Ave NW. Mr. Gallinger, President of the Peninsula School Board, commented that this isn't just about siting businesses, but the effect on our community. He spoke on behalf the 9,000 students and on behalf of the Lighthouse School Board who submitted a statement in support of the school's resolution. He encouraged the Council to make decisions on the data, as they did. The School Board believes that their job is to remove barriers to student success and an increased opportunity for marijuana use in the community is a barrier. He talked about the margin of error for the target 95% graduation rate at Gig Harbor High School, saying it doesn't take many to not be successful. Others may see alcohol and tobacco as bigger problems, but the State Department of Health youth survey website shows the tobacco and alcohol use trends declining over the past 20 years; but marijuana use has increased. In Gig Harbor, the numbers are higher than state average and local data shows marijuana use is increasing; that is why they are concerned. He shared that the state has identified 14 risk factors for increased use.

John Ortgeisen – 2814 Slippery Hill Drive NW. Mr. Ortgeisen, who has to go to a parks meeting, said he supports the opening of a store. He added that he has a lot to say, but most of it has already been said.

William M. Palmer – 13819 Peacock Hill Ave. NW. Mr. Palmer stressed his prejudice against marijuana because of what it did to his younger brother. However, he knows moratoriums cannot last, and you have to make a decision to lift and replace the moratorium with permanent regulations. He said his admonition for Council is to repeal GHMC 17.63. It is a premature ordinance until there is more research and data collection on whether Gig Harbor should allow recreational marijuana sales. His concern as an urban planner is the number of ordinances adopted without consideration of the impacts and the cost of implementation. Mr. Palmer recommended that council repeal the ordinance when the moratorium expires.

Jan Vance – 3503 Harborview Drive. Ms. Vance said she is pleased with the moratorium to give more time; and spoke in support of the School Board's position. She said has read so much about the medical, scientific, and social implications of marijuana especially on young people, and what it does to the development of their brains. She stressed that we owe it to our children to protect them. We live in a special place and what kind of statement do we want to make; we want to be the best at providing the best environment for our children. She asked for further research, and offered to help.

Elaine Hansch – 8407 104<sup>th</sup> St. NW. Ms. Hansch voiced support of the School Board Resolution. She explained that she recently retired from the March of Dimes and joins Lance Brown from Chapel Hill on his comments. She worked with pregnant women that are addicted to substances and have babies born addicted. There are significant ramifications with these babies as they grow up and try to become a contributing member of society, she said. She encouraged Council to be courageous and to do the right thing for the community; to look long term at the future of our generations, to make good decisions on what we want the community to be 20-50 years from now. She asked that they take as much time as needed to weigh the decisions. She also volunteered to help.

Brandon Paffile – 1020 Hyde Drive, Fox Island. Mr. Paffile explained that he is a college student trying to get a degree in mechanical engineering with a minor in mathematics. He said that statistics show students at this age pursuing degrees in mathematics is declining, sharing that it is difficult to see his friends and people in college make decisions that ruin their opportunities. He said his is thankful for the adults who have spent their time, work, and energy to make good homes. When friends start to smoke and drink, it takes them down a road they don't want to go. His job at the Rent-A-Boat lends him an opportunity to encourage children to finish strong and to see what it's like to lead the county using the Gig Harbor Canoe and Kayak Racing Team as an example. He thanked God for the opportunity to play in the Boston Symphony with the Tacoma Youth Symphony, and to see the dedication it takes to get to that point in your life. He gave an overview of his history with the Tacoma Youth Symphony. He thanked Council for their time to look at research, asking them to prevent marijuana in

Gig Harbor and encouraging them to keep focusing on what's right. He closed with a story of friends in Oregon graduating and the legacy of having the ability to do what hasn't been done.

Archelle Reynolds – 9605 Sunrise Beach Drive NW. Ms. Reynolds served on the school board for eight years, and said she wishes that just saying no to retail sales in Gig Harbor would help fix the problem. All the bad things we hear happening about drugs are happening without laws. Even what the School Board President said about cigarettes and alcohol use declining; these are legal and use is declining. She said it is her hope that since it is a law, and she thinks she read that when marijuana is regulated and legal that the illegal part of drugs causing all the problems now will be reduced. She asked council to think about the possibility that legalizing and having regulations will help reduce the problem.

Larry Geringer – 10513 63<sup>rd</sup> Ave. NW. Mr. Geringer spoke in favor of the determination by the School Board and for making this community a special place to live in. He shared his experience with living in Lakewood who decided it was more important to make business decisions than to have a community worth living. When the quality of life deteriorated, they made the choice to move to Gig Harbor. Mr. Geringer described his experience with the Air Force, Boeing, and Tacoma Rescue Mission, and shared that he has seen the results of the use of marijuana. He said you should look at the Federal Statute as the best measure, and that Council was elected to use common sense in the approach to these things. When he deals with the homeless, 9 out of 10 have been on marijuana, he said, and this is not just a business decision or to allow a few more jobs; it's about the quality of life and the cost of law enforcement and how to control the uses. He voiced support of the continued moratorium.

Rick Sorrells – 9316 Glen Cove Road KPN. Mr. Sorrells explained that this decision will affect both peninsulas because Pierce County already has a ban on marijuana production, distribution, or sales facilities. That means the only place someone can purchase marijuana would be in Gig Harbor city limits. Pierce County made the decision for their ban for important reasons; Councilmember Joyce McDonald was quoted as saying "Oath of office." The first thing you swear in an oath of office is to support and defend the constitution and laws of the United States of America. Either you obey your oath of office, or you don't; you don't have a choice.

Sherry Dougherty – 3907 60<sup>th</sup> St. Ct. NW. Ms. Dougherty spoke from personal experience; sharing that she graduated college in 1969 and she and her close friends smoked as much marijuana as they could, and took psychedelic drugs. None of her friends have had successful marriages or particularly successful careers. Fortunately, she eventually established a successful relationship resulting in three sons and soon, three grandchildren. She voiced support the people who have spoken about being very concerned about the children. Two of her boys smoked marijuana in high school and said that it wasn't something they wanted to continue, for which she is grateful. She hates to see what will happen if it is legalized everywhere in this country; the next generation will just go downhill.

Michelle Henery – 4615 Saddleback. Ms. Henery has kids in the Peninsula School District and used to be a teacher, and is very concerned about kids. Marijuana is here; we have easy access to it everywhere but we don't really know what we are buying, she said. She doesn't want anyone here to tell her whether she can go to a bar and have a drink; she wants to have that choice. Her daughter says marijuana is already out there, and just because it's being legalized, doesn't mean she thinks it's okay. Ms. Henery compared marijuana to the new distillery opening downtown; just because it's there doesn't mean her kids will have more access to whiskey. Her daughter will make wise choices no matter what's in front of her. We need to educate the population about our choices, educate our children. Hopefully as we legalize, control and regulate things we will see that decline.

Jeni Woock – 3412 Lewis Street. Ms. Woock said she likes what was just said about education. Folks from the school board said alcohol and smoking cigarettes are declining and that's because of educating our children. The citizens of Gig Harbor and the State of Washington voted to legalize recreational marijuana for people over 21. She said she is reminded of this weekend downtown when the soldiers came walking by, we all cheered them. Those soldier heroes are putting their lives on the line to protect our American values that support freedom, and keep America strong. The soldier heroes are risking their lives for us, for our way of life which includes the majority vote. Don't you think we need to stand up for those soldiers? She quoted Thomas Jefferson, "No one has the right to say what shall be the law for others. Our way is to put these questions to the vote and to consider that as law for which the majority votes." The majority has voted...there is no room for a moratorium.

Dr. Robert Martin – 5918 78<sup>th</sup> Avenue NW. Dr. Martin said he is as conflicted as the testimony this evening. He commented that he is a property rights advocate, and understands the frustration of a business person who is following the rules. A lot has been said about the will of the people, and he respects that as well. He said he is glad he lives in America and get to have votes. He did not vote in favor of marijuana and questions whether the will of the people is correct; whether the will of the people is good for society. He spoke in favor of the Peninsula School District resolution because he doesn't think marijuana is going to add to our society. As a physician, cannabis is a drug, and he is appalled at the distribution system being proposed. We have a well-developed system for dealing with controlled substances; they are called pharmacies. If cannabis has a place in medicine it should be distributed through pharmacies. Regarding recreational marijuana, he has no experience or ability to comment, but his concern is that he does not see the addition of marijuana retail to be a benefit to Gig Harbor and is against it.

Carol Focht – 1109 139<sup>th</sup> St. NW. Ms. Focht said this is a subject she feels very passionate about and gave a brief background. She said she discovered that pot is a gateway drug; every person in her family and persons she has known that used it heavily have gone on to use other drugs. She lost her first brother at 30 and the other at 48 years old. She works at Chapel Hill with Celebrate Recovery children and she sees what has happened to some of them because of drug use. She said she can guarantee

without a doubt that it started with marijuana use and research backs that. She addressed the comments about alcohol and cigarette use going down, saying it's because of parents and media talking about how bad cigarettes and alcohol can be to your body. Marijuana use in Gig Harbor is extremely high among our teenagers; even on the football and baseball teams; even among the church kids and 4.0 students. She addressed the will of the people comments asking if the 54% vote was in city limits.

David Lumber – 3002 79<sup>th</sup> Ave Ct. NW. Mr. Lumber voiced appreciation that we are having a discussion about marijuana; something that hasn't been heard in this community before. He said he has lived here over 30 years on East Bay Drive, and his son bought his marijuana two doors up. He died three months ago of a drug overdose from heroin and OxyContin. He died because he started with marijuana and alcohol. This moratorium is not going to affect the use of marijuana one iota, but this discussion is giving us an opportunity to think hard about where we, as a community, want to go with our position on marijuana. Once you let the store in you have changed the image of Gig Harbor, he said, and added that he feels the same way about the distilleries, but they are here. He said he thinks the City Council has a fantastic opportunity to make a positive statement about how we feel about marijuana and other drugs going forward. We should not just casually allow this because of the right to do business, or state law was passed, or whatever. It comes down to what we want to be as a city and what image we want to project. He hates marijuana, but the people have the right to have the store; but he thinks there is a larger mission.

Bill Sleeth – 7788 Greyhawk. Mr. Sleeth reminded Council that what they decide will affect who we are as a city. He said he is against marijuana sales within the city limits. He explained that he was raised in a small town by the Canadian Border that took a stand in the 60's against liquor sales. One of the concerns brought up tonight is economics and how this will bring money into the system. Lynden, Washington, where he is from, is thriving. Alcohol is not allowed to be sold in city limits and there are numerous churches and faith-filled families there and when you go their festival it is packed with families. That town is well known for making the right decision, and frankly, when someone wants something, they'll go find it. But he doesn't want them to come to his city. Council has the opportunity to make the right decision and he supports Bill Palmer's suggestion that if you made the wrong decision to allow marijuana, that it be repealed.

Frank Walker – 7513 54<sup>th</sup> Ave NW. Mr. Walker spoke in support of the moratorium. He encouraged the Council to extend it because statistics are being accumulated throughout the state and as you allow extra time to get all the data from other counties, it will allow you to craft the right decision for Gig Harbor. He again said he is in support of keeping it out of this area for all the reasons that have been shared by those who are against it.

Karen Robbins – 9314 Woodworth Avenue. Ms. Robbins said she moved here two months ago; she grew up in Sumner and raised her four sons in University Place where they used to drive to Gig Harbor to go to the Berry Patch with Marion Ekberg and Hazel

Hopping. She explained that she is an early childhood specialist with a Masters in Early Childhood Education. She returned to Gig Harbor because she wants excellence for her quality of life, for her children, and for her grandchildren. Her son is an E.R. doctor and she knows the damage that marijuana can do to children. She gave an overview of her background in early childhood education and as a children's author. She stressed that she cares for children, and asked Council to please vote wisely. She thanked Council for their time and devotion to our community.

Scott Davis – 8524 Goodman Drive. Mr. Davis commented on the economics, saying the black market will always be cheaper and they aren't going to pay tax. The state would like to shut down the illegal markets once the legal market is open. There was another study from Columbia University that says the fatality rate for driving accidents under the influence of marijuana has tripled in the last decade. That is going to be a huge cost that won't be offset by any tax increase. He said he supports Chapel Hill and Peninsula School District.

John Vance – 3503 Harborview Drive. Mr. Vance said he grew up in the segregated South, and went to school in segregated schools because it was the will of the people. Fortunately, we had elected officials, brave men and women, to stop that tyranny of the majority. The majority is not always right, and it's up to people like you to step back, take a deep breath and say no, we don't have to blindly follow the majority.

Tim Geringer – 410 48<sup>th</sup> St. Ct. NW. Mr. Geringer, said he is a 20 year resident of Gig Harbor, President of their Homeowners Association, Volunteer Golf Coach at Gig Harbor High School, and a member of Chapel Hill Church. He echoed and support Chapel Hill's comments as well as the school district, and anyone else who commented in favor of the moratorium. He recommended a permanent resolution to ban the sale of marijuana in Gig Harbor.

Suzanne Monell – 65 Island Boulevard, Fox Island. Ms. Monell said she would like to support the school district and Chapel Hill. For years, she coordinated the homeless shelter here in Gig Harbor, she explained, and during that time every one of the children that were homeless had a problem stemming from drugs, stemming from marijuana use. It is a gateway drug, and shared her own painful story of how it ruined a relationship between mother and son, between a sister and two brothers, and lead to prison and loss of a wonderful career in the FBI. She asked Council to consider keeping this a nice community, explaining that she moved here 30 years ago because it was a quaint, nice, small area to raise children. She also said that she can guarantee that from the work she has done with Harbor House that you will have more homeless people in Gig Harbor. There isn't any amount of tax revenue coming back to be able to restore the broken families and the lives that will be ruined.

Graham Marshal – Elder at Discovery Baptist Church. Mr. Marshall said they submitted a resolution submitted by the entire Elder and Deacon Board, and with the consent of their members, he is speaking in support of the school district and Chapel Hill resolutions. He said that just because something is legal, doesn't make it desirable.

We heard a number of people speak this evening about the negative impacts that accompany the increased marijuana availability in our community. As a church, we don't relish the thought of having to deal with families and children that are adversely affected, he shared. The points have been made that it is a gateway drug and something that needs to be looked into more as we consider the impact it is going to have on our community. The increase in income from this will most certainly be far outweighed by the added costs both in law enforcement, additional threats to public safety, and high-risk behavior that often goes along with marijuana use. He urged Council to consider the health, safety, and welfare of our children as they make their decision.

Charlotte Gerlof – 7712 73<sup>rd</sup> St. Ct. NW. Ms. Gerlof said we have the law which we need to uphold; Councilmembers that are attorneys are well aware of that. We are faced with a marijuana business in Gig Harbor; six have won the lottery to do that here. It was encouraged at one time and the businesses that applied for these licenses were encouraged to go ahead and pursue them. She takes exception that we have a vodka/whiskey arrangement where we used to have a candy store downtown. If you have regulation you have some ability to control it. No one here can be so naïve to think that Gig Harbor lives in a bubble; in Hood Canal she saw a number of legal dispensaries right on the highway. People are going to bring it back. We are going to have marijuana whether we like it or not. She is concerned that you are going to lose an opportunity here to control what you are afraid of. If we have the laws in place there will be an opportunity to have some control. If you just say no marijuana here, it's not going to solve the problem at all. She urged Council not to consider Chapel Hill's idea, and not the school board's idea, but to look at the law, protect the law, and to do your duty.

No one else came forward to speak, and the Mayor closed the public hearing at 6:53 p.m.

Councilmember Malich asked why six months was chosen for the moratorium and if we need the whole six months. Ms. Sehmel responded that the six months was chosen to give staff an opportunity to address the definition of traditional schools and to do the redaction of medical marijuana from the ordinance. Because no definition has come from the state, the moratorium directs staff to create a definition for non-traditional school sites. She added that staff would like to bring the code amendments back prior to the break in August.

Councilmember Ekberg asked if a part of the moratorium could be lifted prior to the six months period. Ms. Sehmel explained that when Council acts upon final code language, the moratorium will be lifted. Legal Counsel Angela Summerfield responded that Council could lift a portion of the moratorium prior to the six-month expiration.

Councilmember Perrow asked if we can define schools. Ms. Summerfield explained that the law doesn't specifically state yes you can create a definition, but there is a State Attorney General's opinion that supports the ability to change the definitions to suit your jurisdiction as long as you don't make it less restrictive than the state's definition. She



clarified further that this includes other sensitive uses such as parks and recreational uses outlined in I-502.

Councilmember Payne asked the Chief of Police his opinion on the comments that legalizing marijuana will reduce the black market sales. Chief Mike Davis responded that at this time nobody understands how the black market will be affected; it's all about supply and demand, and it will take a while for this to play out.

Councilmember Payne then asked Legal Counsel what the potential action Council could take if they continue the moratorium until October. Ms. Summerfield explained that the goal is to have a draft ordinance before October, but there are a number of ways to approach this: a) address the collective gardens issue; b) change the definition for schools; c) incorporate other definitions; or d) take an entirely different approach. It is the will of the Council that we are looking to implement in an ordinance.

Councilmember Payne asked Ms. Sehmel what the potential number of retail stores that would be allowed under the ordinance adopted in September. Ms. Sehmel explained that if the 2,500 foot separation between retail uses is kept in place, there could be two.

Councilmember Malich commented on the conflict between state and federal law, and asked if the city could outright ban the sale of marijuana. Ms. Summerfield explained that state law does allow for local regulation and a number of jurisdictions have banned the sale of marijuana; Pierce County has done that as well.

Councilmember Payne shared that he is to blame for the moratorium because it was brought to his attention that one of the lottery winners' location was within 1000 feet of our community transition program. He takes the will of the people seriously, he said, but there are a lot of parts to this. He added that he isn't out to outright ban marijuana retail sales in the community, but he won't do it haphazardly. Back in September, he blindly followed what he thought was required by the state. When the proximity of the school came up, he began to dig, and at that time the Kent decision came about that had a potential impact on the ability to say no not only to collective gardens, but to retail outlets as well. There have been other court decisions come down and the state legislature that has decided not to share the revenue other than sales tax. He has to decide what's best for this community and the appropriate action is to take this slowly. He thanked the public for the educated, calm discussion, as it should be in a democracy which is what our soldiers fight for. They also fight for the elected officials to make the right decisions. He addressed medical marijuana by agreeing that it's best served via the pharmacy system. He continued to say the state is in a mess in regards to marijuana, and our State Legislators need to figure this out. He finalized that he sees no reason to act, but wants to share his opinion and thoughts.

Councilmember Perrow started by saying the majority vote has come up a lot; he calculated the precincts and said the downtown, by eight votes, said no. The rest of the city said yes to it and so that weighed heavily on his position. But as he re-reads the initiative, schools were to be protected with a 1000 foot buffer. The state tells you what

district you are in; the district tells you what school you will attend and the programs you will take. All the basic education dollars are protected in the state constitution. Unfortunately, the liquor control board decided that some of those students' basic education doesn't count as a school and so that was a red flag for him. Private schools are also not included in the definition and they have a strange definition of parks because trails are not included. The protection for youth oriented facilities are protected as long as they aren't privately owned unless there is a video game arcade inside. The will of the voters was to allow people to purchase and consume marijuana, but it was also to make sure these protections were in place; so he will support the moratorium until better definitions are in place. He also thanked everyone for coming and for the comments on both sides of the issue.

Mayor Guernsey thanked everyone who testified and the audience in general. She said that in all the public hearings that she has been involved, she has never seen such a passionate and yet respectful crowd.

Councilmember Kadzik agreed that hearing the comments on the varied issues is a tremendous help to decide what is going to happen with the moratorium and the whole issue of marijuana retail sales in Gig Harbor.

Mayor Guernsey reiterated that the moratorium is in existence until mid-October. Action could be taken earlier if they receive direction from Council. Ms. Sehmel pointed out that there is only one meeting in August and so staff would prefer to take action before this break. If not possible, it will come back in September.

At this time, most of the audience left the chambers.

**NEW BUSINESS:**

1. Public Hearing and Resolution No. 965 - Support of Peninsula School District Special Election Proposition No. 1 – General Obligation Bond. Mayor Guernsey introduced this resolution and opened the public hearing at 7:16 p.m.

Leslie Harbaugh – 2813 68<sup>th</sup> Ave Ct. NW. Ms. Harbaugh co-chairs the Stand Up For Schools Campaign and said the members support both Proposition 1 and Proposition 2. She said that the bond covers the schools needs for the first half of the school district 30 year plan. The School Board spent the time and effort to meet with the community to obtain feedback and address the opposition for something that everyone could get on board with. It fits the criteria for long-term building covered by long-term debt; under \$1. She said they hope the city will support this as well.

There was no further testimony and the Mayor closed the public hearing at 7:20 p.m.

**MOTION:** Move to adopt Resolution No. 965 expressing support for Peninsula School District General Obligation Bond on the August 5, 2014 Special Election Ballot.  
**Malich / Arbenz** – unanimously approved.

Councilmember Arbenz, Payne, and Perrow all added their comments of support of the efforts of the school board and school administration.

2. Public Hearing and Resolution No. 966 – Support of Peninsula School District Special Election Proposition No. 2 – Capital Projects & Technology Levy. Mayor Guernsey then introduced this resolution and opened the public hearing at 7:21 p.m.

Leslie Harbaugh – 2813 68<sup>th</sup> Ave Ct. NW. Ms. Harbaugh said that Stand Up for Schools also loves this levy which addresses most of the needs of the school district's capital needs at \$1.19. She explained that if both propositions pass, then the bond will address the technology needs which are critical right now.

Harlan Gallinger – 3118 65<sup>th</sup> Ave NW. Mr. Gallinger, President of the Peninsula School Board, presented a brief background for the two measures. After the bond failure in November they held thirteen public meetings and found that it was almost nearly evenly split between wanting a bond and a levy. The companion measures will allow the community to make the decision on how to pay for the needs. He also encouraged Council to support both the Propositions.

There was no further testimony and the Mayor closed the public hearing at 7:23 p.m.

**MOTION:** Move to adopt Resolution No. 966 expressing support for Peninsula School District Capital Projects and Technology Levy on the August 5, 2014 Special Election Ballot.  
**Malich / Arbenz** – unanimously approved.

3. Public Hearing and First Reading of Ordinance – Interim Food Trucks. Planning Director Jennifer Kester presented the background for this interim ordinance to allow for food trucks on private property. In March, 2013, Council passed a similar interim ordinance; no one submitted an application and so the Planning / Building Committee is recommending another 12 month interim ordinance to determine the interest before implementing permanent regulations. She addressed Councilmember Malich's question regarding food trucks on public property.

Mayor Guernsey opened the public hearing at 7:26 p.m. No one came forward to speak and the hearing closed. This will return on Consent Agenda at the next meeting.

4. First Reading of Ordinance – Repealing Chapter 9.38 Drug Paraphernalia. Lieutenant Busey explained that Councilmember Perrow has concerns that need to be addressed.

Councilmember Perrow explained that by repealing the drug paraphernalia ordinance, it would all paraphernalia to be sold in smoke shops, gas stations, and elsewhere that would not have the protection to not be sold to those under 21 years of age and so he is asking this be moved to the next Finance / Safety Committee for further review.

5. First Reading of Ordinance – Increasing Parks Commission Membership. Public Works Director Jeff Langhelm introduced this ordinance to increase the membership on the Parks Commission from five to seven. This came about at the 2014 Retreat and was discussed by the Parks Commission and in the joint Council / Parks Commission Workstudy Session.

Councilmember Ekberg said there was discussion to open up the membership to citizens living in the UGA, but he would like to limit the number to two. Mr. Langhelm was directed to make that change and to bring it back under old business.

6. Public Hearing and First Reading of Ordinance – Adoption of Harbor Element. Senior Planner Lindsey Sehmel presented the background for proposed amendments that reflects the work done in regards to adoption of the Harbor Vision Statement. The final step in the process, she explained, is the adopting of municipal code amendments beginning after the Gig Harbor 2030 Update in 2015. After a PowerPoint Presentation on the process, Ms. Sehmel introduced the Chair of the Planning Commission.

Harris Atkins, Chair of the Gig Harbor Planning Commission, thanked the Council for allowing them to participate in the process that started back in 2012. They gathered input from the community, developed a vision statement, and now will develop the goals and policies to implement make the vision come true. He said this has been one of the more rewarding activities during his time on the Planning Commission; there have been many discussions on the true vision of the downtown and community, and this activity has brought that together. Mr. Atkins said the process has generated a lot of enthusiasm, and it is his hope that we don't allow the momentum to dwindle. There are things in the statement policy to help give direction in specific areas, and recognizing that the city can't do it all by itself, but the city can be a catalyst by partnering with the community. He encouraged Council to move forward and make it happen.

Mayor Guernsey opened the public hearing at 7:40 p.m.

Gary Glein – 3519 Harborview Drive; President of the Downtown Waterfront Alliance. Mr. Glein said he sent Council a summary of things that they think could have an added emphasis, but mainly, he wanted to compliment the Planning Commission for the wonderful job done in reflecting the vision statements adopted in December, 2012. It provides a wonderful framework for the downtown and talks a lot about the human scale of downtown, and the needed balance. He said the Alliance stands ready to help.

No one else came forward and the public hearing closed at 7:41 p.m.

Councilmember Kadzik thanked the Planning Commission for how hard they work on the projects Council puts before them. He said this is another example of the quality of people appointed and how much we rely upon their expertise and fact-finding.

Councilmember Payne echoed those comments and mentioned that Chairman Atkins is ending his term on the commission after serving diligently for many years. He thanked Mr. Atkins for his direction, demeanor, and professional engagement.

Councilmember Perrow voiced appreciation for the Planning Commission for the “heavy lifting.”

Mayor Guernsey said she echoes these comments, especially in regards to Harris Atkins with whom she served with on the Planning Commission. He brought the leadership, the focus, and the passion; and it was a wonderful experience largely because of his leadership.

**STAFF REPORT:**

Public Works Director Jeff Langhelm reported that the city was selected to receive a grant in the amount of \$331,000 from the Pierce County Regional Council’s Transportation Coordinating Committee. He said this will be used for the resurfacing of Kimball Drive and Hunt Street between the Park and Ride and Soundview Drive. The overall project estimate is about \$380,000 and so the city will need to budget another \$49,000 in the next year to complete the project. He recognized the hard work of many, calling out Engineer Emily Appleton.

Mayor Guernsey complimented the Public Works and other Staff for their hard work on the Maritime Gig this past weekend. She said it was a wonderful event.

City Administrator Ron Williams offered kudos to Marco Malich and his crew for the set-up / clean-up for the Maritime Gig; adding that their quick thinking helped with the power outage. He continued to say that Chief Davis and his officers did a great job with traffic and security during the event.

He then reported that Karen Scott and her Tourism and Communications Team, were on top of things, and Saturday, posted 30 photos of the Maritime Gig. As of this afternoon, 4,616 had seen them on the Gig Harbor Guide Facebook page. Mr. Williams then announced that Kay Johnson, I.T. Manger, has been researching options for off-site cloud data storage and has found an option that can save us half of the other quotes for data storage.

**PUBLIC COMMENT:** Mayor Guernsey explained that after public comment, council would adjourn to Executive Session and then return for a Worksession regarding the location of Lift Station 4B. She announced that there would be no public testimony during the Worksession and so any comments should be made now.

Jeni Woock – 3421 Lewis Street, Citizens for the Preservation of the Harbor. Ms. Woock asked questions in regards to the pump station in the harbor. She asked since the park was done under a recreational grant, if there is anything on the park that is not recreational, whether the city would have to pay a penalty. Mayor Guernsey responded

that Mr. Langhelm has been in touch with the State RCO Office to make sure whatever is done is consistent with the grant. Ms. Woock asked when we would know that information. Mayor Guernsey said that the council hasn't even decided on what we are going to do, so if it is decided to construct there, Mr. Langhelm will be in contact again.

Ms. Woock then asked about the parking lot next to the bathrooms, which unfortunately is slated to be built on. So it would be a sad thing for a building to go there and have the pump station at the Skansie House, which is our heritage and an insult to the citizens.

Charlotte Gerloff – 7712 73<sup>rd</sup> St. Ct. NW. Ms. Gerloff asked about putting the pump station in the basement of the house because the park has flooded at times. She also voiced concern with tidal raising, saying if water goes into the basement it could cause problems with effluent coming out into the park or water. She asked if anybody had looked at that at all. Councilmember Kadzik responded by encouraging her to stay for the workstudy session, where those questions would be addressed. Ms. Gerloff then asked why the building is empty; it seems that it could be used for something else and there are other localities where the pump station could be put like the adjacent parking lot.

Councilmember Ekberg also encouraged everyone to attend the worksession. He explained that this didn't come out of the blue; it has been studied at length and many answers will come up in the worksession.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich asked if public testimony would be allowed in the Worksession. Mayor Guernsey responded no; it's just going to be studied, but its open to the public to attend and listen. Mr. Bujacich said he hopes the city would not consider putting the pump station in the house. The money the taxpayers spent for public use and a park; it would destroy the history of that house and the Skansies, and that would be a shame. He said he doesn't know who came up with the idea to use the house for a pump station, but they are not from Gig Harbor. Retain the history, he said.

Nancy Davis Altman – Quilt Shop business located 7716 Pioneer Way. Ms. Altman said her quilt shop bring tourism into Gig Harbor as well as promotes the economy. She said it would be a travesty of justice for Gig Harbor to turn that old Skansie House into a pump station. It's a part of the harbor's heritage. She owns the brick house across the street, and every day she hears what a beautiful place this is. She knows the smell at the other side of the harbor and would hate to see that come down to our cultural center, the heart of our harbor. She said you need to consider not doing anything with that house except preserving the history of our city.

Gary Glein – 3519 Harborview Drive. Mr. Glein said this is a difficult decision and knows Council has looked at a lot of options. He said they have received comments regarding the sensitive nature of property and if Council decides to look at other properties, they urged consideration of multiple uses to meet downtown needs for parking, place for

transit to stop, or potential permanent infrastructure for a farmer's market. He said that the Alliance would support any decision that is made by the city on this.

John Skansie – 8415 Bayridge. Mr. Skansie read the history of the Skansie Brothers. When he finished, he said that as what former Mayor Bujacich said, it is important to keep the house historic. Economic development and preservation are not mutually exclusive, and he thinks we can have the best of both as we move forward as a community. He said it is very important to keep that house; there are other alternatives and he encouraged Council to revisit those and take the house off the table.

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Boards and Candidate Review: Mon. Jun 16<sup>th</sup> at 4:30 p.m.
2. Finance / Safety Committee: Wed. Jun 18<sup>th</sup> at 4:00 p.m.
3. Public Works Committee: Thu. Jun 19<sup>th</sup> at 3:00 p.m.
4. Chief Mike Davis Retirement Reception: Mon. Jun 23<sup>rd</sup> at 4:00 p.m.

**EXECUTIVE SESSION:**

Mayor Guernsey announced that after a short five minute break, Council would adjourn to Executive Session at 7:55 p.m. to discuss potential litigation per RCW 42.10.110(1)(i) for approximately 20 minutes.

City Administrator Ron Williams returned to the Council Chambers at 8:22 p.m. to extend the Executive Session for an additional five minutes.

Council returned to the Chambers at 8:29 p.m.

**ADJOURN TO WORKSESSION:** Location of Lift Station No. 4B.

**MOTION:** Move to adjourn the meeting at 8:29 p.m.  
**Ekberg / Malich** – unanimously approved.

CD recorder utilized: Tracks 1002 – 1073

---

Jill Guernsey, Mayor

---

Molly Towslee, City Clerk



## PUBLIC WORKS COMMITTEE MEETING

**DATE of MEETING:** May 15, 2014

**TIME:** 3:00 p.m.

**LOCATION:** Public Works Conference Room

**MEMBERS PRESENT:** Councilmembers Ekberg and Lovrovich

**MEMBERS EXCUSED:** Councilmember Payne

**STAFF PRESENT:** Public Works Director Jeff Langhelm, Wastewater Supervisor Darrell Winans, Associate Planner Dennis Troy, Construction Supervisor George Flanigan, and Asst. City Clerk Maureen Whitaker.

**SCRIBE:** Maureen Whitaker

---

### 1. AMENITIES IN PUBLIC RIGHT OF WAY.

#### DISCUSSION POINTS

Public Works Director Jeff Langhelm said that at the February 2014 Council Retreat a request was made to have the Design Review Board (DRB) provide comments on streetscapes that are located in the public right of way. To date, the DRB has not reviewed or commented on any city-constructed projects in the right of way, per the previous City Attorney's direction because safety and liability determinations should be made by licensed engineers. Mr. Langhelm explained that there are certain non-critical amenities such as benches, trashcans, planter boxes, and certain railings that don't involve safety and liability concerns that could be reviewed by the DRB. He said that this may be a way to incorporate special characteristics in certain areas of town. He added that at this point, staff is proposing a process whereby the Public Works staff requests options on certain non-critical amenities from the DRB. After consideration by the Public Works Department, the Public Works Standards, if necessary, would be updated to reflect the allowed new standard amenity.

#### RECOMMENDATION/COMMENTS

The Committee recommended to move forward with DRB's review and comment on non-critical amenities in the public right of way, that would also include bicycle racks.

### 2. STREET TREE REMOVAL UNDER UTILITY LINES.

#### DISCUSSION POINTS

Public Works Director Langhelm stated that he and Marco Malich met with Peninsula Light Company to discuss options and extents to remove trees located in City right of way that are routinely topped and trimmed due to their proximity to the overhead utility lines. Due to continued topping, the trees often become unhealthy and unsightly. To date, trees in two areas have been flagged: Harborview Drive/Burnham and Peacock Hill



Avenue. Peninsula Light was very receptive and would like to perform this work in June/July, with Peninsula Light removing the trees and the City crew would do the chipping. Mr. Langhelm stated that public outreach would occur prior to any work being performed.

**RECOMMENDATION/COMMENTS**

The Public Works Committee was in favor of the collaborative effort with Peninsula Light and the City. Councilmember Ekberg stressed that the tree removal be for power line and right of way maintenance only and under no circumstances would trees be allowed to be removed to open up a view.

Councilmember Ekberg stated that another poor area is on Hunt Street near Soundview.

**3. LIFT STATION 4B OPTIONS.**

**DISCUSSION POINTS**

Public Works Director Langhelm stated that he was interested in receiving input from City Council regarding Lift Station 4 relocating to the Skansie House, as both options have their pros and cons.

Option 1 – This option would locate the electrical panels on the main floor in the north room between the bathroom and main entry room. Walls and doors would be added to isolate the room from other rooms in the house. The wet well would be located in the middle of the driveway so that there is a line-of-sight between the electrical panels and mechanical equipment through the existing windows. The standby pump would be located against the east wall of the house in a walled and covered enclosure under the existing bathroom window. The odor control unit, flow meter, valves, and piping would be located in the north and west portions of the basement. The existing kitchen would remain. Normal access to the electrical room and to the basement would be through the doors on the backside of the house.

Option 1 Advantages:

- No additional building is required.
- Access to the dock is unaffected.
- Eliminates two large vaults that would otherwise need to be located in a heavily used area of the park.
- The existing driveway would be used for access to the wet well.
- No loss in parking.

Option 1 Disadvantages:

- The wet well would be located directly in front of the covered gathering area.
- The standby pump enclosure would be located a few feet to the south of the covered gathering area.
- Equipment would require approximately 85 sq. ft. in the north room on the main floor and the basement.

Option 2 – This option would locate the electrical panels in the kitchen and the small room to the east of the kitchen. A wall would be added to isolate the equipment from the rest of the house. The wet well would be located on the south side of the house so that there is a line-of-site between the electrical panels and mechanical equipment through the existing windows. The standby pump would be located against the south side of the house in a walled and covered enclosure or against the east side of the house under the existing bathroom window as proposed for Option 1. The odor control unit, flow meter, valves, and piping would be located in the south and west portions of the basement. A new driveway would need to be constructed on the south side of the Skansie House. North access to the electrical room and to the basement would be through the doors on the backside of the house.

Option 2 Advantages:

- No additional building is required.
- Access to the dock is unaffected.
- Eliminates two large vaults that would otherwise need to be located in a heavily used area of the park.
- Minimal impact on the covered gathering area activities.
- Wet well maintenance would be done in a more isolated portion of the park.
- Allows rental of the north room, which is more highly desired than the kitchen area.
- Reduces impacts during construction to potential renters of the main floor rooms.
- Minimizes impacts to the existing furnace system inside the house.

Option 2 Disadvantages:

- Access for the wet well maintenance would require the removal of two parking stalls on Harborview Drive.
- If the standby pump is located on the south side of the house, its enclosure covering would need to be extended above the walled part of the enclosure to allow a visual site path to the wet well from inside the building, which increases exposure of the standby pump to the elements.
- Equipment would require the use of part of the kitchen on the main floor, a room adjacent to the kitchen on the main floor for a total of approximately 175 sq. ft., and the basement.

A lengthy discussion ensued about the pros and cons for each option and the importance of maintaining a direct line-of-site between the electrical panels and mechanical equipment.

**RECOMMENDATION/COMMENTS**

The Committee preferred Option 1, which did not include the need to two driveways and more aesthetically pleasing. The Committee requested staff to provide a report of Option 1 and 2 to full City Council at a future meeting.

**4. PROPOSED CHANGE TO THE PUBLIC WORKS COMMITTEE MEETING DAY.**

**DISCUSSION POINTS**

Public Works Director Langhelm, via Councilmember Payne, proposed a change of date and time to the regular monthly Public Works Committee meetings to the second Monday of the month at 4:00 p.m. to better accommodate schedules. This change would need to be approved by resolution.

**RECOMMENDATION/COMMENTS**

The Committee agreed and it was proposed that the change of day and time to Mondays at 4:00 p.m. begin July 14, which would provide enough time to present to full City Council for adoption.

**Meeting adjourned at 3:47 p.m.**

Respectively submitted,

*Maureen Whitaker*



## GIG HARBOR ARTS COMMISSION MINUTES

**DATE:** May 14, 2014  
**TIME:** 5:35 pm  
**LOCATION:** Executive Conference Room  
**SCRIBE:** Molly Towslee  
**MEMBERS PRESENT:** Charlee Glock-Jackson, Tracy von Trotha, Martha Reisdorf, Janine Miller, Deborah Grady, Leonard, Hill, and Laura Bethke  
**STAFF PRESENT:** Molly Towslee

---

### *Call to Order / Roll Call*

1. Approval of March 11, 2014 GHAC Minutes as presented: (Reisdorf / Miller – unanimously approved)
2. Welcome new Commissioners Deborah Grady, Leonard Hill, and Laura Bethke: The new commissioners each shared a brief overview of their background.
3. Membership / Term Confirmations and Election of Officers: Motion to appoint Charlee Glock-Jackson as Chair, and Martha Reisdorf as Vice-Chair (Reisdorf / Miller – unanimously approved)

### *Old Business*

#### 1. MEDIA MEET & GREET UPDATE

##### DISCUSSION

Charlee Glock-Jackson reported that because there are no grant funds, the idea came about to sponsor workshops. Two have been completed, two more are scheduled:

1. Make Friends with News Media – very successful, may become a yearly event.
2. How to Use Facebook and other Social Media as a Marketing Tool – also well attended.

##### RECOMMENDATION / ACTION / FOLLOW-UP:

Remainder of Workshops:

3. How to Build a Website – Deborah Grady offered to take the lead on this upcoming event. Downtown Waterfront Association excited to partner on this endeavor, but Chamber just held a similar event. It may be beneficial to hold off awhile. Leonard Hill participated with local web design group and will ask around for someone to do the presentation.
4. Using Video to Promote Your Business – Leonard Hill may be tapped to lead.

#### 2. OUTDOOR GALLERY PROGRAM CALL FOR ARTISITS UPDATE - STAFF

##### DISCUSSION

Staff reported that no applications had been received to date. Commissioners gave an overview of the project and placement locations. Tracy von Trotha to e-mail her concerns to Lita Dawn Stanton regarding base plates. Discussion on call for artist process, and interest in purchasing the art for permanent placement.

##### RECOMMENDATION / ACTION / FOLLOW-UP

None.

#### 3. OUTDOOR ART / SELF-GUIDED TOUR BROCHURE UPDATE

DISCUSSION

**RECOMMENDATION / ACTION / FOLLOW-UP**

Jeanine Miller to take on the brochure update.

4. NETSHED SHOW UPDATE

DISCUSSION

Staff reported that there was a great turnout for the event. Commissioners were complimentary regarding the great potential for collaboration. John Moist voiced interest in holding a similar show in the future.

**RECOMMENDATION / ACTION / FOLLOW-UP**

Mr. Moist to be contacted regarding holding the show at the netshed after it is finished at the Civic Center.

5. PLAYZONE UPDATE

DISCUSSION

Staff explained that the delay on the project is due to the installation of “talking tubes” that must be laid in-ground prior to the installation of the ground surfacing materials. Materials coming next week for the talking tubes, then warm weather is required for the surface installation. Jackson reported on the city’s newest public art project; the cedar sculpture at Crescent Valley Park. She encouraged everyone to go and see this piece.

**RECOMMENDATION / ACTION / FOLLOW-UP**

None.

6. PUBLIC ART AT BOGUE VIEWING PLATFORM UPDATE

DISCUSSION

Staff reported that the Nakimura “Memory Vessel” piece is moving forward and installation scheduled for July. The ribbon cutting will be scheduled when the piece is installed.

**RECOMMENDATION / ACTION / FOLLOW-UP**

Staff to contact GHAC when ribbon-cutting is scheduled.

*New Business*

1. Rotary “Wishing Fish” Project

Martha Reisdorf introduced Joe Flack from Midday Rotary Club of Gig Harbor, who presented information on the desire to come up with an idea to generate revenue for charity without the effort involved with an event. “Rachel the Pig” type statue called “Wish Fish” was one such idea. He approached the Mayor and she seemed receptive to the idea and so he is exploring the options. He shared an artist conceptual drawing prepared by Mardie Rees, and said to date, no funds have been set aside for this project and they are looking for guidance and partners in this endeavor.

DISCUSSION

The group responded positively to the idea. It was suggested that the “hands-on” sculpture should be placed in a high volume pedestrian area such as the Skansie Brothers Park. A call for artists would be important.

**RECOMMENDATION / ACTION / FOLLOW-UP**

Laura Bethke offered to serve on the committee for this project and as liaison with the Arts Commission and the city.

2. Student Art Mentoring Program

Martha Reisdorf gave an update on the Puyallup program on mentoring.

DISCUSSION

The group discussed how the program could work, potential partnerships, and local artists that might be used as mentors. "Hands on Art" is a program started by Kit Kuhn and Bill Fogerty and is already in the schools. This is another opportunity for the Arts Commission to become involved.

**RECOMMENDATION / ACTION / FOLLOW-UP**

Martha Reisdorf offered to establish a committee for this purpose. Janine Miller and Laura Bethke offered to participate as mentors. Ms. Reisdorf will develop a call to artists to send to the Gig Harbor Arts Commission members for review. This program could start this fall.

**MOTION:** Move to pursue the Student Art Mentoring Project with Martha Reisdorf to chair the committee.

**Bethke / Grady** – unanimously approved.

3. Donkey Creek Concrete Pylons & Signage.

DISCUSSION

Staff explained that an application has been submitted for a grant to do Historic Preservation Interpretive Signage on the pylons. Everyone was curious as to where the pylons came from and agreed that the interpretive signage was a very cool, awesome idea.

**RECOMMENDATION / ACTION / FOLLOW-UP**

None.

4. Feel Good Free Art Award.

Chair Jackson gave an overview of the juried art show going on this fall. She explained that Jeni Woock has donated \$100 to Peninsula Art League to use for an award, and is asking whether Gig Harbor Arts Commission would like to be identified with this award.

DISCUSSION

This is a generous offer, but it would set up an expectation that the Arts Commission would have the ability to participate monetarily in the future, which is not a reality.

**RECOMMENDATION / ACTION / FOLLOW-UP**

Ms. Jackson will thank Ms. Woock, and explain why we can't participate in that manner.

*Public Comments*

*Public Announcements and Other Business*

Staff was asked why the Skansie House is still empty and what the plans are for the building. Ms. Towslee responded that it has been a long process to bring the building up to code in order to open it to the public. She said there is an agreement with Harbor Wildwatch coming before council and we continue to work with the kayak club.

Chair Jackson discussed the option to move the meeting time to 10:00 a.m. Commissioners were in favor of this move. Tracy von Trotha offered to continue to serve if the time was moved to 10:00 a.m. as it fit her schedule. Clerk Towslee said the time would fit the room schedule as well and said she would draft the resolution for the council meeting of May 27<sup>th</sup>.

**MOTION:** Move to change the meeting time of the Gig Harbor Arts Commission to 10:00 a.m.  
**Hill / Reisdorf** – unanimously approved.

The next meeting will be on Tuesday, **July 8, 2014**.

MEETING ADJOURNED: Bethke / Miller

6:55 pm

---

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: April 2, 2014 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Nick Tarabochia, John Skansi, Christine Hewitson, Doug Pfeffer and Sara McDaniel; Staff Members: Public Works Director Jeff Langhelm, Public Works Superintendent Marco Malich and Public Works Assistant Terri Reed.

**Others Present:** City Councilmember Rahna Lovrovich

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of March 5, 2014 Meeting Minutes	MOTION: Move to approve March 5, 2014 minutes as presented.  Tarabochia / Skansi – unanimously approved
<b>OLD BUSINESS:</b>		
Parks Appreciation Day	City Councilmember Lovrovich gave details on the promotion of the PAD event and outlined the activities planned for each park and the duties for each of the Commissioners.	Commissioners Pfeffer and McDaniel will attend the April 14 City Council meeting to accept the PAD proclamation.
<b>NEW BUSINESS:</b>		
Election of New Officers	Nominations and election of officers for March 2014-March 2015 term.	MOTION: Move to nominate Nick Tarabochia as Chair  Skansi / Pfeffer – unanimously approved  MOTION: Move to nominate Doug Pfeffer as Vice Chair  Hewitson / Tarabochia - unanimously approved
Review Work Study Session Agenda Items	Public Works Director Langhelm reviewed the agenda items for the Work Study Session with City Council scheduled for May 19. 1. Harbor Hill Park Visioning – Associate Planner	Associate Planner Troy will be meeting individually with City Council Members to develop a work plan.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Troy introduced himself to the Commission and explained that he would be leading them through the continuation the visioning process for this park property. Previous work completed consisted of hiring a consultant to run the public process for recommendation of a preferred alternative. City Council has asked staff to take a second look at the vision. Commissioner Tarabochia asked for clarification as to why we were taking a second look at this. Public Works Director Langhelm explained that City Council is looking for more focused uses for the property. Commissioner Tarabochia re-emphasized his desire to put some interim trails on the property.</p> <ol style="list-style-type: none"> <li>2. Parks Commission Work Plan Discussion</li> <li>3. Eagle Scout Project Review by the Parks Commission</li> <li>4. Increasing the Parks Commission Members: 5 vs. 7</li> </ol>	
<p>Discuss Advantages / Disadvantages of Increasing Membership from 5 to 7 members</p>	<p>Public Works Director Langhelm identified some benefits to keeping the number of Parks Commission members at 5 as well as increasing the number to 7.</p> <p>Commission members provided their initial thoughts on the positives and negative aspects of both keeping the number at five and increasing the members to seven.</p>	<p>To be discussed at the Joint Work Study Session with City Council.</p>
<p><b>PARK UPDATES</b></p>		
<p>Cushman Trail Markings @ Kimball Drive</p>	<p>Public Works Superintendent Malich explained that the Public Works crew will add some center striping to the Cushman Trail, around the Wilco corner up to the Kimball sidewalk and discussed the possibility of adding some "Stay Right" torchdown markings at trailheads entrances.</p>	
	<p>Commissioner Tarabochia asked the other members about bringing the helmet requirement for wheeled devices back to the table for discussion. Associate Planner Troy added that education might be more</p>	<p>Commissioner Hewitson will make contact with Nanette Tatom in the Fire Department. Commissioner Tarabochia offered to contact Heidi Holmes.</p>



Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	effective than enforcement. City Councilmember Lovrovich mentioned working with our schools. This could be a City Council Joint Work Session agenda item.	Commissioner Skansi will look at what other cities have adopted.
<b>PUBLIC COMMENT:</b>	Commissioner McDaniel asked for clarification on a few park items she discovered recently while touring area parks.	
<b>ADJOURN:</b>		Meeting adjourned at 6:45 p.m.

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### City Council / Parks Commission Joint Work Session

Date: May 19, 2014 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Parks Commissioners Nick Tarabochia, John Skansi, Sara McDaniel, Christine Hewitson and Doug Pfeffer; Mayor Jill Guernsey; City Council Members Steve Ekberg, Paul Kadzik, Ken Malich, Casey Arbenz, Rahna Lovrovich, Michael Perrow and Tim Payne (via phone); Staff Members: Public Works Director Jeff Langhelm, Associate Planner Dennis Troy, Public Works Superintendent Marco Malich and Public Works Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>CALL TO ORDER/ROLL CALL</b>	By Mayor Guernsey	
<b>WORKSESSION:</b>		
<b>Harbor Hill Park Visioning</b>	<p>Associate Planner Troy gave a recap of the park property visioning process completed to date. With the assistance of a consultant, a public process was held with a group of community stakeholders. Programmatic park elements were prioritized and three park designs were merged into one preferred plan. A recommendation was forwarded and approved by the Parks Commission and Operations Committee.</p> <p>Associate Planner Troy asked City Council for their recommendation on the appropriate process to move forward from the following options:</p> <ol style="list-style-type: none"> <li>1. Re-start the parks planning process and engage stakeholders for another set of meetings to develop a master plan.</li> <li>2. Use the existing developed park plan and make minor modifications.</li> <li>3. Adopt the plan as developed.</li> </ol> <p>Commission Chair Tarabochia stated that his desire has always been to put some interim trails on the</p>	<p>Public Works staff will develop preliminary interim trail plan.</p> <p>Volunteer group can clear trails using approved Public Works plan.</p> <p>Public Works staff will advertise that the property is open for public use.</p> <p>Planning staff will organize and hold Open Houses in the fall to get additional public input on the draft plan and prioritize park elements.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>property so that it can be used by the public while waiting on a final design plan.</p> <p>Council Member Ekberg would like to use the plan that was developed with some tweaking but agreed that the public should be given access in the meantime.</p> <p>Council Member Perrow agreed that at the 2013 Joint Worksession that all were in agreement on interim trails.</p> <p>Council Member Kadzik agreed to the interim trails and asked Public Works for their opinion on putting in trails.</p> <p>Public Works Director Langhelm answered that a preliminary plan would need to be identified for a volunteer project with no tree cutting being allowed.</p> <p>Associate Planner Troy said that a land clearing permit would not be necessary if no trees greater than 6" caliper were removed.</p> <p>Council Member Payne was in agreement on the temporary trails and would like to see advertising to let the public know that it is open. He believes that the plan needed to be started over on a larger scale to include partnerships with the Gun Club, Little League, School District and OPG. He believed that the process was flawed.</p> <p>Mayor Guernsey asked if a new committee with a broader group was appropriate.</p> <p>Council Member Payne answered that what is being built needs to serve the surrounding community.</p> <p>Council Member Lovrovich agreed to wider community input since the public hasn't seen the plan yet. She asked if the City should wait until a decision on the</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Harbor Hill Drive Extension was finalized.</p> <p>Council Member Perrow would like to move forward with the public process to prioritize the elements.</p> <p>Council Member Ekberg would like to go ahead and move forward with open houses to modify the plan since the funding is still out in the future.</p> <p>Mayor Guernsey advised staff to hold Open Houses in the fall.</p> <p>Council Member Payne wants to advertise that the property is open to use and thinks that the Open Houses are a reasonable approach.</p> <p>Council Member Perrow emphasized that the interim trails need to be cleared as a volunteer project with minimal staff time.</p>	
<b>Work Plan Discussion</b>	<p>In response to request made at Council Retreat that Commissions develop a yearly work plan, Public Works Director Langhelm proposed a process that could be followed:</p> <ol style="list-style-type: none"> <li>1. Potential work program tasks are forwarded to Staff.</li> <li>2. Parks Commission prepares draft work plan program annually.</li> <li>3. Public Works Committee reviews draft work program.</li> <li>4. Staff presents work program to Council for review and acceptance.</li> </ol> <p>Council Member Kadzik stated that a work plan works well for the Planning Commission.</p> <p>Commission Chair Tarabochia prefers a freeform, free-flowing Commission and feels that it works as it is.</p> <p>Council Member Ekberg thought that the work plan</p>	<p>Work program tasks should be submitted to Public Works staff.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>process makes sense.</p> <p>Council Member Perrow believes that a work plan would be good for staff and Council.</p> <p>Council Member Lovrovich thought it would be a great tool for prioritizing.</p> <p>Council Member Payne liked the idea of a work plan.</p> <p>Public Works Director Langhelm said that if the plan were to go along with the budget process, that items would need to be submitted and approved by May 30.</p> <p>Council Member Kadzik clarified that the yearly work schedule could be adjusted if the need was approved by Council.</p>	
<p><b>Community Service Project Review Process</b></p>	<p>Public Works Director Langhelm discussed the practice of having a list of approved amenities and projects available for purchase and/or installation and proposed a process for reviewing future items.</p> <ol style="list-style-type: none"> <li>1. Potential amenities and projects are forwarded to staff.</li> <li>2. Parks Commission annually reviews potential amenities and projects and prepares draft list.</li> <li>3. Staff presents the Parks Commission's draft list to the Public Works Committee for review and acceptance.</li> </ol> <p>Commission Chair Tarabochia mentioned that the process sometime goes to the Parks Commission and sometimes directly to the City Council. Like the process for approving private use of public facilities.</p> <p>Council Member Ekberg pointed out that it is hard to come up with a comprehensive process and would like to see the recommendations go to Council also.</p>	<p>Current amenities/project list will be updated by staff.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p><b>Parks Commission Members: 5 vs 7</b></p>	<p>In response to Mayor Guernsey's question that the Parks Commission could be expanded to seven members, Public Works Director Langhelm pointed out some benefits to keeping the size at five and also for expanding to seven members.</p> <p>Council Member Perrow said that seven members would make the Commission more stable with more interest groups being represented. He believes that the Parks Commission has matured to grow to that point.</p> <p>Council Member Kadzik agreed that the membership be expanded to the UGA.</p> <p>Council Members Malich, Perrow and Ekberg said that UGA is not a problem but priority could be given to residents in the city limits.</p> <p>Commission Member Skansi prefers to keep the membership at five, but expand to the UGA.</p> <p>Commission Member Pfeffer said that if expanded to seven that a school official or non-profit could be included and agreed with opening up to UGA residents.</p> <p>Council Members Ekberg and Payne wanted to expand but not to specific positions.</p> <p>Public Works Director Langhelm pointed out the need to change the number of members in the Gig Harbor Municipal Code and By-Laws.</p>	<p>Public Works Director Langhelm will draft code and by-laws changes to extend membership to UGA, with preference to City residents.</p>
<p><b>Other Discussion:</b></p>	<p>Public Works Director Langhelm gave an update on the laminate root rot condition in Grandview Forest Park.</p>	<p>Public Work Director Langhelm will be forwarding some options to the Public Works Committee for consideration.</p>
	<p>Commission Chair Tarabochia mentioned that vehicles on Rosedale and Burnham cause him concern for bicyclists.</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Council Member Ekberg recommended looking into Sharrows (shared lane markings).</p> <p>Council Member Perrow asked about speed signs.</p> <p>Commission Chair Tarabochia and Commission Member Skansi asked about the proposed Skansie House use.</p> <p>Council Member Kadzik replied that there will be a public process for the use of the house.</p>	
<b>NEXT PARKS MEETING:</b>		June 4, 2014 @ 5:30 p.m.
<b>ADJOURN:</b>		<p>MOTION: Move to adjourn at 6:55 p.m.</p> <p>Malich / Kadzik - unanimously approved</p>



## Minutes for Workstudy Session: Gig Harbor City Council Lift Station #4B Location at Skansie House

**DATE:** Jun 9, 2014  
**TIME:** 8:30 p.m.  
**LOCATION:** Council Chambers  
**SCRIBE:** Molly Towslee, City Clerk  
**MEMBERS PRESENT:** Mayor Guernsey and Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, Payne, and Kadzik.  
**STAFF PRESENT:** Ron Williams, Jeff Langhelm, Darrell Winans, and Molly Towslee.

---

### INTRODUCTION

Mayor Guernsey opened the Worksession and asked Public Works Director Jeff Langhelm to present.

Director Langhelm explained that since 2011 the city has explored five different locations in and around Skansie Park to build a replacement lift station. This latest proposal to use the Skansie House is new and would increase capacity, add modern technology, improve safety, and enhance redundancy. He explained that various impacts and challenges have been considered when reviewing the various locations: view impacts, private property impacts, park use impacts, sea level rise, less than desirable soil conditions, and potential ground settlement.

He continued to explain that at Council's direction, staff reviewed the various impacts of placing the lift station in and around the Skansie House. He used overhead projections to illustrate the two options for placement of the components at this site.

Mr. Langhelm said that the impacts that will occur no matter the location are visual impacts, odor control during maintenance, and noise. He described the steps will be taken to mitigate these concerns at the Skansie House site.

He then addressed the impacts specific to the Skansie House itself. One, is the delicate foundation. Another is the RCO Grant funding used to purchase the property, and has strings attached that would require converting equivalent new land into a park elsewhere. This could be accomplished via a Boundary Line Adjustment on existing property, he explained. Another impact is to the historic preservation. The Department of Archeology and Historic Preservation is opposed to any use that would impact the historic use at this site. In addition, the city's Historic Preservationist does not support either option that utilizes the Skansie House.

Public Works will return at an upcoming work study session to review the original proposed location adjacent to the Jerisich Park restroom.

There were no further comments; the worksession adjourned.





## City of Gig Harbor Finance & Safety Committee Minutes

*Council Committee Arbenz, Ekberg, and Perrow)*

June 16, 2014 – 4:00 p.m.  
Executive Conference Room

---

**Call to Order:** 4:00 p.m.

**Roll Call:**

Present: Councilmembers Arbenz, Ekberg and Perrow. Lieutenant Kelly Busey, Senior Accountant Barb Tilotta, and Finance Technician Jaci Auclair.

**New Business:**

1. Repeal of GHMC 9.38 (Drug Paraphernalia). Lieutenant Kelly Busey presented background information on Gig Harbor Municipal Code 9.38 prohibiting the sale/use of drug paraphernalia. With the passage of Initiative 502 and the subsequent Washington state law legalizing personal use amounts of marijuana, along with the modification of RCW 69.50.4121 prohibiting the sale et al of drug paraphernalia *for reasons other than the use of marijuana*, the conflicting language of GHMC 9.38 must be addressed. City Attorney Angela Summerfield initially recommended the repeal of GHMC 9.38, but in an attempt to prevent the sale of drug paraphernalia to individuals under the age of 21, the recommendation was changed to limit the sale of legal drug paraphernalia to state licensed marijuana distribution points. Committee members suggested leaving GHMC 9.38 as-is (in order to address other types of illegal drug paraphernalia), but add an exception for the legal sale of drug paraphernalia at state licensed marijuana distribution points to those 21 years of age and over.

Lieutenant Busey will re-draft GHMC 9.38 and present to the city council.

**Adjourn:** 4:11 p.m.

**Next Meeting Date:** September 15, 2014



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD  
License Division - 3000 Pacific, P.O. Box 43075  
Olympia, WA 98504-3075  
Customer Service: (360) 664-1600  
Fax: (360) 753-2710  
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK  
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

DATE: 6/06/14

UBI: 600-108-772-001-0001

License: 356387 - 1U County: 27  
Tradename: TIDES TAVERN  
Loc Addr: 2925 HARBORVIEW DR  
GIG HARBOR WA 98335-1910  
Mail Addr: PO BOX 208  
GIG HARBOR WA 98335-0208  
Phone No: 253-606-2812 DYLAN STANLEY

APPLICANTS:  
DYLAN ENTERPRISES INC.  
STANLEY, PHILIP T 1947-04-20  
STANLEY, DYLAN T 1969-11-08

Privileges Applied For:  
SPIRITS/BR/WN REST LOUNGE -  
CATERING

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

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process)   |                          |                          |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

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

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

TO: MAYOR OF GIG HARBOR

June 5, 2014

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE  
3311 HARBORVIEW DR, STE 101  
GIG HARBOR WA 98332

DATE: JULY 26, 2014

TIME: NOON TO 6 PM

PLACE: HARBOR HISTORY MUSEUM (ENCLOSED) - 4121 HARBORVIEW DR, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

- \*  Licenses to sell beer on a specified date for consumption at a 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 premise 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 objections to the issuance of the license. If additional time is required please advise.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

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

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

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 06/06/2014

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20140930

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



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

**Subject:**  
**APPOINTMENTS TO PLANNING  
COMMISSION**

**Proposed Council Action:**  
A motion for the re-appointment of Bill Coughlin and the appointment of Spencer Hutchins to both serve four-year terms on the Planning Commission.

**Dept. Origin:** Administration

**Prepared by:** Mayor Jill Guernsey

**For Agenda of:** June 23, 2014

**Exhibit:**

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Initial &  
Date

*Jill 6/16/14*  
*RW - 6-16-14*  
*DF 6/16/14*

Expenditure Required	Amount Budgeted	Appropriation Required	\$ 0

**INFORMATION/BACKGROUND**

There are two vacancies coming up on the Planning Commission. We received three applications. Bill Coughlin has served one term and submitted a letter asking to be re-appointed.

Spencer Hutchens was an applicant for the Council position vacated when the Mayor was sworn in, and submitted an application to serve on the Planning Commission.

Mark Nelson was the third applicant. Mr. Nelson lives on Fox Island, which is outside the city's Urban Growth Area. Although not included in the Municipal Code, living within the UGA has been an advertised criterion for many years.

**FISCAL CONSIDERATION**

**BOARD OR COMMITTEE RECOMMENDATION**

There was no interview process conducted. Councilmembers Kadzik and Lovrovich concur with the Mayor's decision to appoint members who reside within the UGA.

**RECOMMENDATION/MOTION**

A motion for the re-appointment of Bill Coughlin and the appointment of Spencer Hutchins to both serve a four-year term.





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

**Subject:** Second Reading of Ordinance No. 1295 – 12 Month Interim Regulations on Food Trucks.

**Dept. Origin:** Planning Department  
**Prepared by:** Lindsey Sehmel, AICP Senior Planner *LS*  
**For Agenda of:** June 23, 2014  
**Exhibits:** Draft Ordinance No. 1295

**Proposed Council Action:**  
Adopt Ordinance NO. 1295

**Concurred by Mayor:** *JS 6/18/14*  
**Approved by City Administrator:** *RW 6/18/14*  
**Approved as to form by City Atty:** *6/18/14 via email*  
**Approved by Finance Director:** *N/A*  
**Approved by Department Head:** *JK 6/18/14*

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

**INFORMATION / BACKGROUND**

The Planning and Building Committee considered draft regulations on food trucks at their January 7<sup>th</sup> and March 4<sup>th</sup> 2013 meetings. Those discussions relating to food trucks established the outline of the process and the preferred regulations. The proposed ordinance was based upon the desire to have the ‘basic pieces’ necessary for implementation during the summer of 2013.

Nearing closure of the 2013 Interim Ordinance, the Planning and Building Committee re-assessed the Ordinance in March of 2014. Without any applications submitted, it was determined to be premature to adopt permanent regulations; therefore staff is requesting consideration of a new ordinance allowing the use of Food Trucks throughout the following 12 month period.

City Council held a public hearing on the proposed ordinance on June 9, 2014.

**STAFF ANALYSIS**

The draft ordinance covers a comprehensive approach to the interim regulations. Adopting findings, interim zoning regulations related to the use, expiration sunset dates, and referral to Planning Commission for a work program. Staff analyzed over 10 separate cities’ adopted code relating to the use of food trucks to determine the most effective approach relating to the creation of development standards for the interim ordinance. Fire, Police, Public Works and other departments were provided a review of the language prior to submittal for Council consideration.

**BOARD OR COMMITTEE RECOMMENDATION**

Planning and Building Committee discussed the issue at their March 3rd meeting where it was agreed upon that the route of direct consideration through an interim ordinance was an appropriate approach for this year, further allowing the opportunity for analysis of the functionality of the issue prior to permanent adoption.

**RECOMMENDATION / MOTION**

Adopt Ordinance NO. 1295.

**ORDINANCE NO. 1295**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING REGULATIONS; ADOPTING INTERIM ZONING REGULATIONS RELATING TO FOOD TRUCKS TO ALLOW THE USE OF FOOD TRUCKS WITHIN THE CITY OF GIG HARBOR AS OUTLINED IN THIS ORDINANCE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Gig Harbor is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

**WHEREAS**, food trucks are currently not allowed outside of special use permits and special event permits for public functions; and

**WHEREAS**, in the past, business owners have expressed a desire to expand dining options by allowing mobile food truck uses within specified zones; and

**WHEREAS**, the citizens of Gig Harbor have expressed a desire for more dining establishments in the City; and

**WHEREAS**, City Council approved Ordinance No. 1262 on May 28, 2013 allowing for a 12 month interim use of food trucks within the City; and

**WHEREAS**, under Ordinance No. 1262 there were no applications submitted during the allowed timeframe to assess the impacts of food trucks; and

**WHEREAS**, the City deems it premature to adopt permanent regulations prior to experiencing how the process works; and

**WHEREAS**, the Gig Harbor City Council has determined that the adoption of interim food truck regulations allowing the use on existing developed areas in the city is desired prior to the 2014 summer season, and due to the time needed to adopt permanent regulations, interim zoning regulations are necessary; and

**WHEREAS**, the interim land use controls may be effective for up to one year if a work plan is developed for related studies providing for such longer period pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

**WHEREAS**, upon a complete submittal of a food truck application, the Gig Harbor City Council is directing the Gig Harbor Planning Commission to review the impacts resulting from the interim regulations after the 2014 season; and



**WHEREAS**, given the timing of availability of information relating to impacts of the interim regulations and the work load of the Planning Commission, the City Council is directing the Planning Commission to review the interim regulations, to conduct such public hearings as may be necessary or desirable and to provide a recommendation to the City Council as to whether the City should adopt permanent regulations no later than May 2015; and

**WHEREAS**, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the same proposal on May 1, 2013; and

**WHEREAS**, the Gig Harbor City Council considered the ordinance at first reading and public hearing on June 9, 2014; and

**WHEREAS**, on June 23, 2014, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

**Section 1. Findings.** The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

**Section 2. Purpose.** The purpose of this interim zoning ordinance is to enact minimum zoning regulations for food trucks, which is a subset of fast food restaurants that provides an alternative to traditional sit-down restaurants and by its mobile nature can respond to dynamic and spontaneous consumer demand. The operational nature of a mobile food truck warrants permitting procedures and standards tailored to the transient nature of this use.

**Section 3. Definitions.**

- A. "Food Truck" means a fully operational and legally licensed vehicle or trailer located on private property from which a vendor prepares and serves food for sale to the general public.

**Section 4. Interim Zoning Regulations.**

- A. **Zoning Districts.** Food Trucks are allowed in the following zones: RB-2, DB, B-2, C-1, PCD-C, PCD-BP, PCD-NB, MUD, ED, and WC.
- B. **Applications.** In addition to the application requirements for minor site plan review, per chapter 17.96 GHMC, an application for a food truck shall include the following information:
- i. Location of truck on site;
  - ii. Location of common eating area, if any;
  - iii. Signed agreement from property owner(s);

- iv. Two parking stalls shall be demonstrated to be within 500' of truck location;
- v. A disposal plan for grease, sanitary sewer, and wastewater; and
- vi. An agreement or plan for restroom and hand washing needs.

C. Standards and Operational Requirements.

- i. Parking and Vehicular Circulation: A food truck cannot occupy any parking space that is required for a use on the same site and cannot block any designated travel or fire lane(s) within a parking lot.
- ii. No drive through: No food truck may provide or serve as a drive through facility.
- iii. Signs: Business identification and promotional signs and graphics applied to the surfaces of a food truck vehicle are exempt from a sign permit and not regulated in number or total area; all additional signage shall conform to the standards outlined in chapter 17.80 GHMC.
- iv. Refuse: A secured trash container of at least 30 gallon capacity shall be provided for business customer use at the location of the vendor and the vendor shall clean the area surrounding their use and remove the refuse container and its contents at the end of each business day.
- v. State and County requirements: All applicants shall meet state and county standards related to, but not limited to: food preparation, licensing, health and safety standards.

D. Applicability: The regulations set forth in this ordinance do not apply to food trucks approved through special event licenses and special use permits.

**Section 5. Amendment to Land Use Matrix.** Chapter 17.14.020 of the Gig Harbor Municipal Code shall be amended to include a notation that food trucks may be permitted subject to the interim regulations set forth in this ordinance.

**Section 6. Expiration of Site Plan Approval.** All minor site plan approvals under the interim regulations of this ordinance shall expire and become null and void upon the happening of any of the following events: (a) upon repeal or termination of the interim regulations by ordinance of the City Council; (b) upon the expiration of this ordinance by its terms or the expiration of any extension of these interim regulations; or (c) upon the date as may be established in an ordinance of the City Council adopting permanent regulations.

**Section 7. Duration of Interim Zoning Regulations.** The interim regulations adopted by this ordinance shall remain in effect for one year from the effective date of this ordinance and shall automatically expire 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 amendments prior to that date.

**Section 8. Referral to Planning Commission; Work Plan.** The City of Gig Harbor Planning Commission is hereby directed to review the interim regulations and the impacts related to the interim regulations between December 2014 and April 2015, with at least one public hearing to occur by the end of April 2015. The Planning Commission shall make its final recommendation on whether the regulations, or some modification thereof, should be permanently adopted, to the City Council no later than the last Council Meeting in May, 2015.

**Section 9. Copy to Commerce Department.** Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

**Section 10. 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 11. Effective Date.** This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 9<sup>th</sup> day of June, 2014.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Summerfield

FILED WITH THE CITY CLERK: 06/04/14  
PASSED BY THE CITY COUNCIL: 06/23/14  
PUBLISHED: 07/02/14  
EFFECTIVE DATE: 07/07/14  
ORDINANCE NO. 1295



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

**Subject:** Cushman Trail Phases 3 and 4 – Tacoma Public Utilities Permit Addendum No. 7.

**Proposed Council Action:** Authorize the Mayor to execute Addendum No. 7 to Permit No. 1417 with Tacoma Public Utilities.

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

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

**For Agenda of:** June 23, 2014

**Exhibits:** City of Tacoma Department of Public Utilities Addendum No. 7 Permit No.1417

**Concurred by Mayor:**

Initial & Date

**Approved by City Administrator:**

*[Signature]* 6/11/14

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

*[Signature]* 6/16/14  
by email 6/9/14

**Approved by Finance Director:**

*[Signature]* 6/16/14

**Approved by Public Works Director:**

*[Signature]* 6/16/14

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

**INFORMATION / BACKGROUND**

Cushman Trail Phase 3 and 4 are completely permitted and designed with construction scheduled for this year. As a part of the design approval process, Tacoma Public Utilities (TPU) reviewed these projects for compliance with their existing trail Permit No. 1417, assigned to the City in 2008 via Addendum No. 5. Subsequently, TPU has determined that the existing language in Permit No. 1417 and addenda did not adequately capture the scope of improvements pertaining to the Cushman Trail Phases 3 and 4 projects. Consequently, TPU has requested the City to execute this Addendum No. 7, in order to align the scope of work for these two projects. All other terms and conditions of TPU Permit No. 1417 including all amendments and addenda remain in full force and effect, and are unaltered by this Addendum No. 7.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Authorize the Mayor to execute Addendum No. 7 to Permit No. 1417 with Tacoma Public Utilities.

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
ADDENDUM NO. 7  
PERMIT NO. 1417**

Reference No.	P2014-061
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	City of Gig Harbor
Legal Description(s):	Portion of the Northwest Quarter and the Southwest Quarter of Section 31, Township 22, North, Range 2 East, W.M., in Pierce County, Washington.
Tax Parcel No.:	0222313072, 0222313067, and 0222316005
Document:	Pierce County Auditor's File No. 9606250419 and 200006070795, 200510250377, 200808210471 and 201012300770

THIS ADDENDUM ("ADDENDUM") to Permit No. 1417 is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), hereinafter referred to as "Tacoma Power," and the City of Gig Harbor, hereinafter referred to as "Gig Harbor," collectively the "Parties".

**RECITALS**

WHEREAS, Tacoma Power issued Land Use Permit No. 1417 ("Permit") to Pierce County, through its Parks and Recreation Department, hereinafter referred to as "Pierce County" for the installation, construction, and maintenance of a non-motorized recreational public trail on Tacoma Power's Cushman Transmission Line Right of Way on June 1, 1996 and recorded under Pierce County Auditor's File No. 9606250419. The said trail is commonly known as the Cushman Trail.

WHEREAS, Tacoma Power and Pierce County amended the Permit under Addendum No. 1 dated June 14, 1996, Addendum No. 2 dated December 16, 1999, Addendum No. 3 dated June 1, 2000, and Addendum No. 4 dated September 21, 2005, and

WHEREAS, Tacoma Power, Pierce County, and Gig Harbor executed Addendum No. 5 and Partial Assignment, dated August 21, 2008, and

WHEREAS, Tacoma Power, Pierce County, Gig Harbor, and Peninsula Metropolitan Park District executed Addendum No. 6 dated December 30, 2010, and

WHEREAS, While said Addenda to Permit No. 1417 have also been referred to as Addendums No. 1, 2, and 3 to Permit No. 96-7663, the Parties acknowledge that the subject Permit is in fact Permit No. 1417, and

WHEREAS, Addendum 4 granted to Pierce County permission to construct Phase II of the Cushman Trail between Hunt Street and Borgen Avenue (now known as Borgen Boulevard NW), Gig Harbor, Washington; said portion being 16 feet wide with 3 foot slopes and shoulders and generally located in the center of the Cushman Transmission Line Right of Way, and

WHEREAS, said proposed Phase II of Cushman Trail was redesigned and only extended from Hunt Street to 96<sup>th</sup> Street Northwest, Gig Harbor. The redesigned of Phase II was approved by Tacoma Power and is reflected by "Cushman Trail Phase 2" as-built drawings, dated December 24, 2010, and

WHEREAS, Addendum No. 5 assigned to Gig Harbor all rights and responsibilities with respect to property located within the Gig Harbor City Limits and/or the current Urban Growth Area of Gig Harbor, in consideration for Gig Harbor's agreement to be bound by all terms and conditions of the Permit and all amendments and addenda thereto, and

WHEREAS, Addendum No. 6 did assign to Peninsula Metropolitan Park District all rights and responsibilities with respect to property located outside the Gig Harbor City Limits and/or the current Urban Growth Area of Gig Harbor, in consideration for Peninsula Metropolitan Park District's agreement to be bound by all terms and conditions of the Permit and all amendments and addenda thereto, and.

WHEREAS, Gig Harbor now proposes to construct Phase III and Phase IV of the Cushman Trail, which will extend the trail from 96<sup>th</sup> Street Northwest to Burnham Drive NW and Burnham Drive NW to Borgen Boulevard NW, respectively, Gig Harbor Washington, and has requested an addendum to Permit No. 1417 from Tacoma Power for this purpose;

WHEREAS, Tacoma Power is willing to approve the expanded Permit and requested construction of Phase III and Phase IV of the Cushman Trail subject to certain conditions ensuring that said trail will be compatible with and will not impact Tacoma Power's core mission of producing and distributing electricity, and will benefit Tacoma Power's ratepayers;

**WITNESSETH**

**NOW THEREFORE**, in consideration of the mutual promises contained in this Permit, the parties agree as follows:

**1. LICENSE.**

**A. Grant of License / Description of Premises.** Tacoma Power grants to Gig Harbor limited, non-exclusive, revocable permission to use the following described Premises for the Permitted Use stated below subject to all the terms and conditions of this Permit:

That portion of Tacoma Power's Potlatch Transmission Line Right of way acquired by Judgment No. 4 filed under Pierce County Superior Court Cause No. 51234, records of Pierce County, Washington, lying between the South right of way line of Borgen Boulevard and the South right of way line of 96 Street Northwest.

(hereinafter "Addendum 7 Premises" to distinguish the property from and avoid confusion with the "Premises" identified in other addenda and the Permit)

**B. Purpose.**

**i. Permitted Use.** Tacoma Power permits the Addendum 7 Premises to be used by Gig Harbor only for the express purpose of:

Construction, installation and maintenance of a public trail system activities in accordance with Cushman Trail Phase III & IV Bid Set Plans, dated June 4, 2014, hereafter referred to as the "Plans".

Gig Harbor shall design and construct the permitted facilities or improvements in accordance with the construction requirements as outlined in Permit No. 1417 and amendments/addendums thereto.

Any changes to the Plans must be approved, in writing, by Tacoma Power's Transmission & Distribution Manager or his/her designee, prior to being implemented.

Upon completion of said construction and installation of said Cushman Trail Phase III and IV, the Gig Harbor shall furnish as-built drawings showing that work was done in accordance with the Plan and any subsequent changes approved, in writing, by Tacoma Power's Transmission & Distribution Manager or his/her designee.

(hereinafter "Permitted Use")

**ii. Tacoma Power Approval.** Gig Harbor hereby acknowledges that Tacoma Power's approval of said Plans and as-built drawings is for the purposes of approving a Permitted Use only. Tacoma Power's approval is for the sole purpose of protecting Tacoma Power's rights in the Premises and assuring Tacoma Power that uses of the Premises are according to the provisions and limitations of this Permit. Tacoma Power's approval shall not constitute any representation or warranty, express or implied, as to the adequacy of the design, construction, reconstruction and/or maintenance of the Permitted Use, suitability of the Addendum 7 Premises for construction, reconstruction and/or maintenance of the Permitted Use, or any obligation on the part of Tacoma Power to insure that work or materials are in compliance with any requirements imposed by a governmental entity.

**iii. No Other Use Is Permitted.** Gig Harbor shall make no other use of the Addendum 7 Premises or change or enlarge Gig Harbor's use thereof without prior written approval of Tacoma Power.

**C. No Property Rights Are Granted.** This Permit does not convey any right, title, or interest in real property or in the above described Addendum 7 Premises. The permission granted by this Permit is a license in real property only.

## **2. PERMIT NO. 1417.**

This Addendum shall only apply to that portion Permit No.1417 and all amendments and addenda assigned to Gig Harbor by Addendum No. 5. All other terms and conditions of Permit No.1417 and all amendments and addenda shall remain in full force and effect, unaltered by this "Addendum No. 7."

## **3. RECORDATION.**

This Agreement shall be recorded in the real estate records for Pierce County at Gig Harbor's cost.



IN WITNESS WHEREOF, I have executed this instrument at Gig Harbor, Washington, on behalf of the City of Gig Harbor having caused its name to be hereunto subscribed and affixed and these presents to be executed by it Mayor thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF GIG HARBOR

Approved to Form:

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

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

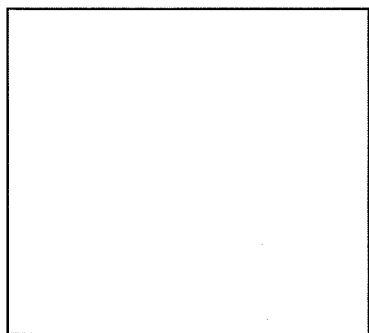
Date: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) SS  
COUNTY OF PIERCE        )

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Place Notary Seal in Box



\_\_\_\_\_  
Notary Public in and for the State  
of Washington  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved:

---

William A. Gaines  
Director of Public Utilities/CEO

Accepted:

---

Theodore C. Coates  
Power Superintendent/COO

---

Dolores Stegeman  
Interim T & D Manager

Reviewed:

---

Project Lead

Form Approved:

---

Deputy City Attorney



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

**Subject:** Resolution No. 967 – Acknowledging Prior Agreement to Comply with Federal Requirements for Cushman Trail Phase 3 and Phase 4 Grant Funding.

**Proposed Council Action:**

Adopt Resolution No. 967 acknowledging prior agreement to comply with federal requirements for Cushman Trail Phase 3 and Phase 4 grant funding.

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

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

**For Agenda of:** June 23, 2014

**Exhibits:** Resolution No. 967  
Local Agency Agreement Ph 3 Design;  
Local Agency Agreement Ph 3 Construction  
Local Agency Agreement Ph 4 Construction

Initial & Date

**Concurred by Mayor:**  6/16/14

**Approved by City Administrator:**  RW 6/16/14

**Approved as to form by City Atty:**  by email 6/16/14

**Approved by Finance Director:**  6/16/14

**Approved by Public Works Dir:**  6/16/14

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

**INFORMATION / BACKGROUND**

The Cushman Trail Phase 3 and Phase 4 projects are partially funded by four grants, two of which include Federal Highway Administration (FHWA) funds. Phase 3 is funded in part through the Federal Highway Administration, Transportation, Community and System Preservation (TCSP) program, Public Works Trust Fund and the Congestion Management and Air Quality (CMAQ) program. Phase 4 is funded in part through the Federal Highway Administration, Congestion Management and Air Quality (CMAQ) program. The TCSP grant amount is \$652,200.00, and the CMAQ grant amount is \$663,000.00.

These federal grant funding sources are administered through the Washington State Department of Transportation (WSDOT), by way of a Local Agency Agreement (LAA). A condition of receipt of such federal funding, Title 23 of the United States Code, requires that the City acknowledge by resolution or ordinance that the City accepts and will comply with all applicable federal provisions set forth in the LAA's. The language in the LAA's are not modifiable and due to the constricted project schedule, the ever tighter scrutiny of "use it or lose it" funding constraints, staff had both Mayor Hunter and Mayor Guernsey execute the LAA's in order to ensure that the federal construction funds remained in place for these two projects. A copy of the three LAA's are included as information.

Currently both phases of the project are out to bid, with a bid opening date scheduled in early July followed by bid award and construction beginning in late July with project completion expected by the end of this year.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Adopt Resolution No. 967 acknowledging prior agreement to comply with federal requirements for Cushman Trail Phase 3 and Phase 4 grant funding.

**RESOLUTION NO. 967**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GIG HARBOR, WASHINGTON, ACKNOWLEDGING  
AGREEMENT TO COMPLY WITH FEDERAL  
REQUIREMENTS FOR CUSHMAN TRAIL PHASE 3 AND  
PHASE 4 GRANT FUNDING**

---

WHEREAS, the City of Gig Harbor is developing an extension of the Cushman Trail from 96th Street to Burnham Drive, referred to as Cushman Trail Phase 3 and Cushman Trail Phase 4; and

WHEREAS, the City is receiving federal funds through the Washington State Department of Transportation for Phase 3 (design and construction) and Phase 4 (construction) through the following agreements: Local Agency Agreement for Phase 3 design executed by the City May 8, 2013; Local Agency Agreement for Phase 3 construction executed by the City February 28, 2014; and Local Agency Agreement for Phase 4 construction executed by the City May 20, 2014; and

WHEREAS, as a condition of receipt of such federal funding, Title 23 of the United States Code requires that the City acknowledge by resolution or ordinance that the City accepts and will comply with the applicable federal provisions set forth in the Local Agency Agreements for Phase 3 and Phase 4; Now, therefore,

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

The City Council of the City of Gig Harbor hereby accepts and agrees to comply with all applicable provisions set forth in the Local Agency Agreements for Phase 3 and Phase 4, attached hereto and incorporated herein by this reference.

RESOLVED this \_\_\_\_\_ day of June, 2014.

CITY OF GIG HARBOR

---

MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

---

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO. 967



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

June 11, 2014

Mr. Steve Misiurak  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335-1214

**RECEIVED**

JUN 16 2014

CITY OF GIG HARBOR  
ENGINEER

**City of Gig Harbor  
Cushman Trail Phase 4  
CM-0490(002)  
FUND AUTHORIZATION**

Dear Mr. Misiurak:

We have received FHWA fund authorization, effective June 5, 2014, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Construction	\$1,709,514	\$663,000

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8412 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax  
Manager, Program Management  
Local Programs

ST:ds:jg  
Enclosure

cc: Neal Campbell, Olympic Region Local Programs Engineer





AGENCY

# Local Agency Agreement

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

CFDA No. 20.205  
 (Catalog of Federal Domestic Assistance)  
 Project No. CM-0490(002)  
 Agreement No. LA-8412  
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

### Project Description

Name Cushman Trail Phase 4 Length 2/3 Mile  
 Termini Burnham Drive to Borgen Blvd

### Description of Work

Cushman Trail Phase 4 project consists of constructing an approximately 2/3 mile section of pervious asphalt pavement, non-motorized, shared-use trail from Burnham Drive to a trailhead at Borgen Boulevard, with public restrooms and marking facilities located at a trailhead at Borgen Boulevard.

Proposed Advertisement Date: July 2, 2014

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
<u>86.5 %</u> a. Agency			
b. Other Consultant			
c. Other			
Federal Aid Participation Ratio for PE d. State			
e. Total PE Cost Estimate (a+b+c+d)			
<b>Right of Way</b>			
<u>86.5 %</u> f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract	766,474.00	103,474.00	663,000.00
l. Other	933,040.00	933,040.00	
m. Other			
n. Other			
<u>86.5 %</u> o. Agency			
Federal Aid Participation Ratio for CN p. State	10,000.00	10,000.00	
q. Total CN Cost Estimate (k+l+m+n+o+p)	1,709,514.00	1,046,514.00	663,000.00
r. Total Project Cost Estimate (e+j+q)	1,709,514.00	1,046,514.00	663,000.00

Agency Official  
 By [Signature]  
 Title Mayor of Gig Harbor

Washington State Department of Transportation  
 By [Signature]  
 Director of Local Programs  
 Date Executed JUN 05 2014

**Construction Method of Financing** (Check Method Selected)

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of  
\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement  
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on  
\_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions**

**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 360, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).



The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

## **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

#### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

#### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

#### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

### **Additional Provisions**

Federal Highway Administration (FHWA) 10 of 11  
 Ph. 3/Design Only



Washington State Department of Transportation

Local Agency Agreement Supplement

Agency City of Gig Harbor Washington		Supplement Number 1
Federal Aid Project Number TCSP -11WA(026)	Agreement Number LA - 07588	CFDA No. 20,205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on \_\_\_\_\_  
 All provisions in the basic agreement remain in effect except as modified by this supplement.  
 The changes to the agreement are as follows:

**Project Description**

Name Cushman Powerline Trail Phase 3 Length ~ 1/3 mile  
 Termini 96th to Borgen Blvd.

Description of Work  No Change

Construct a shared use path generally along the alignment of the existing Tacoma Public Utility right of way. Phase 3 begins where the trail currently ends at 56th St. and continues north ~1/3 mile to Durham Dr. Phase 3 of the trail will traverse wetlands over an eco-friendly pile-pile bridge and boardwalk designed to minimize site disturbance, reduce erosion, protect native vegetation and preserve natural surface water drainage.

**Reason for Supplement**

Adjust to Current Project Scope and Estimate

Does this change require additional Right of Way or Easements?  Yes  No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
<b>PE</b>					
<u>100</u> % a. Agency					
b. Other Consultant	95,000.00		95,000.00		95,000.00
c. Other Eligible Non Federal Aid		22,314.00	22,314.00	22,314.00	
Federal Aid Participation Ratio for PE d. State	5,000.00		5,000.00		5,000.00
e. Total PE Cost Estimate (a+b+c+d)	100,000.00	22,314.00	122,314.00	22,314.00	100,000.00
<b>Right of Way</b>					
% f. Agency					
g. Other					
Federal Aid Participation Ratio for RW h. Other					
i. State					
j. Total R/W Cost Estimate ((f+g+h+i))					
<b>Construction</b>					
k. Contract					
l. Other					
% m. Other					
n. Other					
Federal Aid Participation Ratio for CN o. Agency					
p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+i+q)	100,000.00	22,314.00	122,314.00	22,314.00	100,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By Charles J. Smith

By \_\_\_\_\_

Title Mayor  
June 18, 2013

Director of Highways and Local Programs  
Date Executed \_\_\_\_\_



**Washington State  
Department of Transportation**

# Local Agency Agreement Supplement

Agency <u>Gig Harbor</u>		Supplement Number <u>2</u>
Federal Aid Project Number <u>TCSP-11WA(026)</u>	Agreement Number <u>LA-7588</u>	CFDA No. <b>20.205</b> <small>(Catalog of Federal Domestic Assistance)</small>

The Local Agency requests to supplement the agreement entered into and executed on 9-23-2011

All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

**Project Description**

Name Cushman Trail Phase 3 Length 1/3 Mile

Termini 96th Street to Burnham Drive

Description of Work  No Change

**Reason for Supplement**

Obligate Construction Funds

Does this change require additional Right of Way or Easements?  Yes  No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
<b>PE</b>					
<u>100</u> % a. Agency					
b. Other Eligible Non Federal Aid	95,000.00		95,000.00		95,000.00
c. Other	22,314.00		22,314.00	22,314.00	
d. State	5,000.00		5,000.00		5,000.00
e. Total PE Cost Estimate (a+b+c+d)	122,314.00		122,314.00	22,314.00	100,000.00
<b>Right of Way</b>					
% f. Agency					
g. Other					
h. Other					
i. State					
J. Total R/W Cost Estimate (f+g+h+i)					
<b>Construction</b>					
k. Contract		552,200.00	552,200.00		552,200.00
l. Other Eligible Non Federal Aid		608,911.00	608,911.00	608,911.00	
m. Other					
n. Other					
o. Agency		158,333.00	158,333.00	158,334.00	
p. State		10,000.00	10,000.00	10,000.00	
q. Total CN Cost Estimate (k+l+m+n+o+p)		1,329,444.00	1,329,444.00	777,245.00	552,200.00
r. Total Project Cost Estimate (e+h+q)	122,314.00	1,329,444.00	1,451,758.00	799,559.00	652,200.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By [Signature]  
Title Mayor, City of Gig Harbor

By \_\_\_\_\_  
Director of Highways and Local Programs  
Date Executed \_\_\_\_\_



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

**Subject:** Jerisich Dock (CPP1204) – Public Works Contract Change Order #3

**Dept. Origin:** Public Works

**Proposed Council Action:** Authorize the City Engineer to execute a Public Works Construction Change Order #3 with Rognlin's, Inc. in an amount not exceed \$2,292.12.

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

**For Agenda of:** June 23, 2014

**Exhibits:** Contract Change Order #3

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Public Works Dir.:**

**Approved by City Engineer:**

Initial & Date

*[Handwritten signatures and dates]*  
 [Signature] 6/16/14  
 RW 6/16/14  
 BYEMAN 6/13/14 SE  
 [Signature] 6/16/14  
 [Signature] 6/16/14  
 [Signature] 6/16/14

<b>Expenditure Required</b>	\$2292.12	<b>Amount Budgeted</b>	\$65,000.00	<b>Appropriation Required</b>	\$0
-----------------------------	-----------	------------------------	-------------	-------------------------------	-----

**INFORMATION/BACKGROUND**

On February 24, 2014 the City Council awarded a Public Works Contract for the Jerisich Dock Float Extension Project to Rognlin's, Inc. in the amount of \$60,500.69, plus change order authority to the City Engineer in the amount of \$3,000.00. This Change Order directs the contractor to complete additional electrical work associated with the newly installed pump out system.

**FISCAL CONSIDERATION**

This Change Order, in the amount of \$2,292.12, will exceed the City Engineer's authorized Change Order authority by \$919.62. Approval of this necessary Change Order will increase the total project costs including design and construction costs to \$73,440.31. The waste water operating fund will provide funds in the amount of \$919.62 towards the cost of this Change Order. The budget summary for this item is provided in the table below:

2014 Budget for Parks Development, Objective No. 9	\$65,000.00
Council approved additional project funding on 2/24/14	\$7,520.69
Current additional Change Order approval requested	\$919.62
Revised Total Project Funding	\$73,440.31
<b>Approved 2014 Contracts:</b>	
Sitts & Hill Engineers – engineering services	(\$ 9,020.00)
Rognlin's, Inc. – construction contract	(\$60,500.69)
Change order #1 Approved by City Engineer	(\$ 1,627.50)
Change order #2 Approved by City Engineer	(\$ 0.00)
Change order #3 Current Council Request	(\$ 2,292.12)
<b>Remaining 2014 Budget =</b>	<b>(\$ 0.00)</b>


**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Award and authorize the City Engineer to execute a Public Works Construction Change Order #3 with Rognlin's, Inc. in an amount not exceed \$2.292.12.



Date: 6/3/2014	 <b>GIG HARBOR</b> <small>"THE MARITIME CITY"</small>	<b>City of Gig Harbor</b> <b>Public Works Department</b> <b>Change Order Form</b>	<b>CO # 3</b> <b>Page 1</b> <b>of 1</b>
<input checked="" type="checkbox"/> Order by Engineer under terms of Article 11 of the Project Manual <input type="checkbox"/> Change Proposed by Contractor		Project No.: <u>CPP-1204</u> Project Name: <u>Jerisich Dock Float Extension</u> Contractor Name: <u>Rognlin's, Inc.</u> Contractor Address: <u>P. O. Box 307</u> <u>Aberdeen, WA 98520</u>	

When this Change Order has been approved by the City Engineer, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications, the Special Provisions, or as provided by this Change Order for the type of construction involved.

Description of Changes	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
Bid Item Description  15 C.O. #3 - Electric Indicator Light  Reference - construction meeting minutes dated 5/29/14, field order #2 and Contractor's cost proposal dated 6/3/14: This change to the contract relates to removing the wiring in the conduit of the existing floats and installing new wires to connect the activation switch and indicator light at the new dump station and hose stanchioin to the new pump. Costs incurred by the Contractor to remove the old wire and place new wire will be compensated under this change order.	1	LS	\$2,112.55		\$2,112.55
			Sub-total =	\$0.00	\$2,112.55
			Tax Rate = 8.5% Tax =	\$0.00	\$179.57
			<b>Totals =</b>	<b>\$0.00</b>	<b>\$2,292.12</b>
<b>Original Contract Amount</b>	<b>Total Changes by Previous Change Orders</b>		<b>Total Amount of this Change Order</b>		<b>Adjust Contract Amount Including this Change Order</b>
\$60,500.69	\$1,627.50		\$2,292.12		\$64,420.31

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

By accepting this Change Order, or by failing to follow the procedures of Article 12 of Project Manual, the Contractor attests that the Contract adjustment for time and money as provided herein is adequate, and constitutes compensation in full for all costs, claims, mark-up, and expenses, direct or indirect, attributable to this or any other prior Change Order(s). Contractor further attests that the equitable adjustment provided herein constitutes compensation in full for any and all delays, acceleration, or loss of efficiency encountered by Contractor in the performance of the Work through the date of this Change Order, and for the performance of any prior Change Order by or before the date of substantial completion. All other items, conditions and obligations of the contract shall remain in full force and effect except as expressly modified herein, in writing, by this Change Order.

ACCEPTED:

\_\_\_\_\_  
Contractor Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature, when required \_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Steve Misiurak, PE, City Engineer \_\_\_\_\_  
Date





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

**Subject:** East Water Tank Seismic and Mechanical Upgrades – Consultant Services Contract

**Proposed Council Action:** Authorize the Mayor to execute a Consultant Services Contract with HDR Engineering Inc. in an amount not to exceed Nine Thousand One Hundred Seven Dollars and Zero Cents (\$9,107.00).

**Dept. Origin:** Public Works

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

**For Agenda of:** June 23, 2014

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

	Initial & Date
<b>Concurred by Mayor:</b>	<i>SM</i> 6/18/14
<b>Approved by City Administrator:</b>	<i>RW</i> 6/18/14
<b>Approved as to form by City Atty:</b>	By email 6/18/14 <i>DB</i>
<b>Approved by Finance Director:</b>	<i>DF</i> 6/18/14
<b>Approved by Public Works Dir.:</b>	<i>DM</i> 6/18/14
<b>Approved by City Engineer:</b>	<i>SM</i> 6/18/14

<b>Expenditure Required</b>	\$9,107.00	<b>Amount Budgeted</b>	\$400,000.00	<b>Appropriation Required</b>	\$0
-----------------------------	------------	------------------------	--------------	-------------------------------	-----

**INFORMATION/BACKGROUND**

A 2014 budgeted objective provides for the East Water Tank Painting and Seismic retrofit. This consultant services contract with HDR provides for the structural evaluation of the tank stability and the results of that analysis will provide for a recommendation of seismic and mechanical upgrades necessary to be performed to the tank. The generation of detailed plans and specifications will be performed under a separate and future consultant services contract.

**FISCAL CONSIDERATION**

Funding for this analysis is provided from the Water operating fund to cover this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a Consultant Services Contract with HDR Engineering Inc. in an amount not to exceed Nine Thousand One Hundred Seven Dollars and Zero Cents (\$9,107.00).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in East Tank Seismic and Safety Upgrades 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 Seven Dollars and Zero Cents (\$9,107.00) 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:  
HDR Engineering, Inc.  
ATTN: Gus Garcia, Project Manager  
4717 97<sup>th</sup> Street NW  
Gig Harbor, WA 98332  
(253) 858-5262

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A

### SCOPE OF SERVICES

#### PART 1.0 PROJECT DESCRIPTION

The East Tank is an existing 250,000 gallon water reservoir that is part of the City of Gig Harbor's domestic water distribution system. Located on the east side of Gig Harbor, this storage reservoir delivers water to the low level side of the city's distribution system. The reservoir is a circular steel tank with an estimated diameter of 52' and a height of 16'. The city is now looking to provide operational upgrades to the tank to improve performance and quality of domestic water supply and analysis of the tank for compliance with American Water Works Association (AWWA) and City of Gig Harbor standards for stability and reliability of the existing tank structure during seismic events. This phase of the project is the evaluation of the project site and existing reservoir development of recommendations for the following elements.

##### Site Evaluation Elements:

- Identify current location of water discharge for overflow events and evaluate the site for a possible improvements to the current location or upgrade of the current location to allow for adequate energy dissipation of discharged water
- Evaluation of the existing site regarding drainage and development of recommendations for general site grading to improve the site drainage condition

##### Tank Operations Evaluation Elements:

- Evaluation of the existing tank over flow location and development of a recommendation for a new tank overflow and vent
- Recommendations for a revision for the location of the fill pipe for the tank

##### Tank Structure Evaluation Elements:

- Evaluation of the existing roof structure and development of recommendations (as needed).
- Seismic Analysis of the tank
- Evaluation of the existing ring beam footing of the east tank

#### PART 2.0: SCOPE OF SERVICES TO BE PERFORMED BY THE CONSULTANT FOR THE EVALUATION PHASE OF THE EAST TANK

##### **2.1 PROJECT MANAGEMENT/CONSULTANT COORDINATION**

The CONSULTANT shall provide project management services to plan, perform, and control the various elements of the project to meet the needs and expectations of the CITY.

The CONSULTANT shall submit monthly invoices with a written summary of project progress to-date and activities expected for the next month's work period.

##### *Assumptions:*

Two one-hour project meetings have been assumed for the project management and coordination of the project



### **2.1.1 Project Reporting and Management**

The CONSULTANT will administer the project and coordinate with the CITY to facilitate efficient progress and timely completion of the project. Elements of work included in this task include:

- Evaluate and Monitor Project Budget
- Develop Project Guide
- Establish Communication Plan
- Develop and Monitor Quality Management Plan

### **2.2 EAST TANK SITE AND RESERVOIR ANALYSIS**

The CONSULTANT shall conduct a site visit of the East Tank location and evaluate the existing conditions of the reservoir roof structure, ring beam footing, existing mechanical appurtenances, current over flow discharge location and existing condition of the site drainage characteristics.

The CONSULTANT shall provide recommendations to the CITY for proposed upgrades and revisions to the Reservoir, ring beam footing and site based on the findings of the evaluations.

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

The CITY will provide the CONSULTANT with the all the known record drawings for the east tank, if any, pump rates in CFS or GPM of the supply well and provide access to the project location and inside the water reservoir. The CITY will be responsible to provide the required safety equipment needed to gain access to the tank and a ladder tall enough to evaluate the roof of the East Tank.

#### **2.2.1 Site Civil Evaluation and Recommendations**

The CONSULTANT will evaluate the site overflow discharge location and general drainage condition of the tank site and provide recommendations on the following:

- Existing condition and location of the reservoir over flow discharge.
- Develop a proposed overflow solution and location necessary to allow for proper discharge water overflowing from the tank.
- Provide recommendations based on the evaluation of the site drainage existing conditions.

The site observations and recommendations will be summarized in a technical memorandum to the CITY

#### **2.2.2 Site Mechanical Evaluation and Recommendations**

The CONSULTANT will evaluate the existing condition of the tank mechanical appurtenances and work with CITY staff to develop a recommendation on the following:

- Preferred overflow/vent locations and type.
- Preferred location of pipe fill line and wall penetration location
- Conceptual drawings of tank and site fill and drain piping

Evaluations and recommendations for mechanical appurtenances will be summarized in a technical memorandum to the CITY.

### 2.2.3 Reservoir Structural Evaluation

The CONSULTANT will provide the following structural evaluation the existing east tank

Evaluate the roof structure

- The SUB-CONSULTANT will evaluate suspected shifting /buckling of the roof rafters and general roof stability. The evaluation will include observations on the roof system from the inside and outside of the tank. Where issues are observed, analysis will be performed to determine the type of repairs needed. Findings will be summarized in a technical memorandum.
- The SUB-CONSULTANT will conduct a seismic analysis on the east tank at the foundation. AWWA D100-11 requirements will be used as the basis of analysis. Results will be provided that will indicate the need to improve the ring beam footing and anchor bolts. Findings will be summarized in a Technical Memorandum.

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

The design of structural repairs, mechanical upgrades and site drainage and grading will be incorporated into a future project. No engineering design is provided as part of this scope of services.

It has been assumed that one draft technical memorandum will be prepared for review by the CITY. Comments received from the CITY will be reviewed and incorporated into a final technical memorandum. Additional comments and requested changes by the CITY beyond the final technical memorandum will be considered extra work and additional budget will be negotiated to cover the extra hours needed to incorporate the changes.

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

Project technical memorandum regarding the site civil, mechanical and structural observations and recommendations.

Calculation summary of the seismic evaluation meeting the requirements of the AWWA D100-11 Manual.

### **PART 3.0 CITY RESPONSIBILITIES:**

- The CITY shall provide the CONSULTANT with all existing and available record drawings and as-built data for the east tank and pump rates of well number 2 to assist in the evaluation of the overflow and discharge location
- CITY will provide interior ladder access to the roof, general interior work lighting and take care of confined space requirements and monitoring.
- City will provide fall restraint hardware and setup required for tank access and inspection

### **PART 4.0 PERIODS OF SERVICE:**

Tasks to perform the necessary work described in this task order shall begin upon authorization of the task order by the CITY. The draft technical memorandum shall be completed within 10 business days from the date authorizing notice to proceed and completion of the site and tank evaluation and the final draft of the project technical memorandum completed within 5 business days of approval by the CITY.

**PART 5.0 PAYMENTS TO CONSULTANT:**

The CITY shall pay the CONSULTANT an amount based on a time and materials basis, not to exceed \$9,107.00 (Nine thousand one hundred seven dollars and no cents) for the services described in Part 2.0 herein. This is the maximum amount to be paid under this Agreement for the tasks described in Part 2.0, and shall not be exceeded without the prior written authorization of the CITY in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the CITY reserves the right to direct the CONSULTANT's compensated services under the time frame set forth in Part 4.0 herein before reaching the maximum amount. The CONSULTANT's staff and billing rates shall be as described and depicted in **Exhibit B**.

HDR Engineering Labor Estimate		Garcia, Gus B	Hill, Jason L	Hume, Timothy D	Jeffrey, Sherry L	Orton, Eric E	Total Hours	Total Labor Dollars			
Task #	Tasks & Subtasks	Project Mgr/Local Gov't Lead	Structural Engineer/Proj Mgr	Water Business Group Lead	Project Controller	Mechanical Engineer			PCS + Markup	Subtotal Expenses	Total
1	Project Management	4	3	0	6	0	13	\$ 1,785.79	3,790.50	3,838.60	5,624.39
	Project Guide	1			3		4				
	Coordination		2				2				
	Invoicing and Billing Meetings	1	1		3		4				
2	Site Civil Evaluation	7	0	2	0	0	9	\$ 1,435.86	-	33.30	1,469.16
	Site Visit	2					2				
	Draft memo	3					3				
	Final recommendations and findings	2		2			4				
3	Site Mechanical Evaluation	0	1	0	0	12	13	\$ 1,772.33	-	48.10	1,820.43
	Site visit					2	2				
	existing data review					4	4				
	Draft memo					4	4				
4	Structural Evaluation	0	1	0	0	0	1	\$ 189.10	-	3.70	192.80
	Review of Sub Recommendations		1				1				
Task Total Hours		11	5	2	6	12	36				
Task Cost		\$ 1,606.11	\$ 945.50	\$ 413.79	\$ 634.45	\$ 1,583.23		\$ 5,183.08	3,790.50	3,923.70	9,106.78

EXHIBIT A

Word document text for inclusion into the HDR document for proposal services.



Gary Beckner, SE, Associate  
James Collins, SE, Principal (E.O.R.)

Seattle	811 First Avenue, Suite 620 • Seattle, WA 98104 • tel: 206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701 • Tacoma, WA 98402 • tel: 253.383.2797
www.pcs-structural.com	

**Structural Evaluation Phase – East Tank steel water storage tank – PCS Structural Solutions**

**Task 1 – Evaluate the roof structure**

Evaluate suspected shifting of the roof, buckling of the roof rafters and general roof stability. Evaluation to include observations on the roof and inside of the tank with interior ladder access to the roof. Where issues are observed, analysis will be done to determine the type of repairs needed. Findings will be summarized in a report. Design of repairs will be incorporated into a future engineering phase.

**Task 2 – Seismic analysis**

A seismic analysis will be done on the tank. AWWA D100-11 will be used as the basis of analysis. Results will be provided that will indicate the need to improve the ring beam footing and anchor bolts. Findings will be summarized in a report. Design of repairs will be incorporated into a future engineering phase.

**General conditions:**

- City will provide interior ladder access to the roof.
- City will take care of confined space requirements and monitoring.
- City will provide fall restraint hardware and setup.
- City will provide general lighting inside the tank.
- Budget includes time for 1 brief coordination and/or presentation meeting.

**Fees for this phase:**

<u>Employee Classification</u>	<u>Tasks</u>	<u>Rate</u>	<u>Budget Hours</u>	<u>Budget Fees</u>
Principal	Engineer of Record	\$185	2	\$ 370
Project Manager	Overall Tasks	\$135	24	\$ 3,240
CAD/Revit Technician	Prepare Drawings	\$ 90	0	\$ 0
			<b>Total:</b>	<b>\$ 3,610</b>

Note: rates reflect changes in rate schedule effective 4/26/14

**EXHIBIT B**  
**RATE SCHEDULE**

<b>Position</b>		<b>Fully Burdened Rates</b>	
		<b>Minimum</b>	<b>Maximum</b>
<b>Classification</b>			
Project	Principal	\$250.00	\$290.00
Sr Project	Manager	\$160.00	\$230.00
Project	Manager	\$120.00	\$170.00
Structural	Engineer	\$140.00	\$190.00
Restoration	Engineer	\$130.00	\$180.00
Design	Engineer	\$110.00	\$130.00
CAD	Designer	\$80.00	\$110.00
Project	Assistant	\$60.00	\$90.00
Project	Controller	\$90.00	\$130.00



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

**Subject:** Wastewater Treatment Plant Phase 2 – Construction Contract Award and Consultant Services Contracts for Materials Testing and Construction Support Services.

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

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

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

1. Award and execute a Public Works Contract with Beisley, Inc. a Washington Corporation in an amount not to exceed \$2,142,518.59 for the award of the Base Bid; and

**For Agenda of:** June 23, 2014

Authorize the City Engineer to approve additional expenditures up to \$25,000 to cover any Public Works Contract change orders;

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

2. Execute a Consultant Services Contract with Construction Testing Laboratories, Inc. for related materials testing, in an amount not to exceed \$14,747.00; and Authorize the City Engineer to approve additional expenditures up to \$2,000 to cover any cost increases.
3. Execute a Consultant Services Contract with Cosmopolitan Engineering Group, Inc. for construction services in amount not-to-exceed \$391,511.70.
4. Execute a Consultant Services Contract with Parametrix, Inc. for construction services in an amount not-to-exceed \$255,554.90.

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:**

<b>Expenditure Required</b>	\$2,831,332.19	<b>Amount Budgeted</b>	\$ 6,000,000	<b>Appropriation Required</b>	\$0
-----------------------------	----------------	------------------------	--------------	-------------------------------	-----

**INFORMATION/BACKGROUND**

This proposed public works contract includes construction of the Phase 2 Wastewater Treatment Plant Improvements consisting of a new laboratory/operations building, and construction of a long term file retention storage facility located in the basement of the laboratory/operations building.

**BID RESULTS**

The Wastewater Treatment Plant Phase 2 Improvement Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for the Base Bid was \$1,832,658.11. A total of five (5) bid proposals were received by the City on June 4, 2014. Bid results from each bidder are summarized below showing a total bid amount for the recommended award of the Base Bid Schedule.

BIDDER	TOTAL BID AMOUNT
1. Beisley, Inc. ***	\$ 2,142,518.59
2. Pease and Sons, Inc.	\$ 2,233,372.68
3. Washington Patriot Construction	\$ 2,267,814.92
4. Prospect Construction, Inc.	\$ 2,267,814.92
5. Neeley Construction and Cabinet Co.	\$ 2,294,775.00
*** Mathematical error on original Bid Proposal has been mathematically corrected	

**FISCAL CONSIDERATION**

The 2014 City of Gig Harbor Budget includes funding for the proposed work in the Wastewater Division - Capital budget. The budget summary for this item is provided in the attached financial summary table.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to:

1. Award and execute a Public Works Contract with Beisley, Inc. a Washington Corporation in an amount not to exceed \$2,142,518.59 for the award of the Base Bid; and Authorize the City Engineer to approve additional expenditures up to \$25,000 to cover any Public Works Contract change orders;
2. Execute a Consultant Services Contract with Construction Testing Laboratories for related materials testing, in an amount not to exceed \$14,747.00; and Authorize the City Engineer to approve additional expenditures up to \$2,000 to cover any cost increases.
3. Execute a Consultant Services Contract with Cosmopolitan Engineering Group, Inc. for construction services in amount not-to-exceed \$391,511.70.
4. Execute a Consultant Services Contract with Parametrix, Inc. for construction services in an amount not-to-exceed \$255,554.90.





**WWTP Phase 2 Expansion Budget Estimate Summary (CSSP-1205)**

June 18, 2014

Design		Allocated Funds	Payments Incurred	Project Balance
Design Services	Cosmopolitan Engineering Group	\$756,255	\$580,986	\$175,269
Design Review Services	Parametrix, Inc.	\$133,233	\$86,944	\$46,289
HDR UV Study	HDR Engineering, Inc.	\$10,000	\$7,691	\$2,309
Habitat & Stream Buffer Mitigation Plan	Grette Associates, LLC	\$15,613	\$6,805	\$8,808
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
				\$0
<i>subtotal</i>		\$925,101	\$682,426	\$242,675

Construction				
<b>Project Management</b>				
Project Management	Cosmopolitan Engineering Group-Estimate	\$391,512	\$0	\$391,512
	Parametrix-Estimate	\$255,555	\$0	\$255,555
Material Testing	Construction Testing Laboratories	\$14,747	\$0	\$14,747
Material Testing City Engineer CO Approvals		\$2,000	\$0	\$2,000
Plans/Specs Printing Costs	ARC (Drawings & Specs)	\$8,500	\$3,166	\$5,334
				\$0
				\$0
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
<i>subtotal</i>		\$682,314	\$3,166	\$679,148

Construction				
Construction Contract	Beisley INC	\$2,142,519	\$0	\$2,142,519
City Engineer Change Order Authorization		\$25,000		
City Building Permit Fees	Building Permit	\$20,000	\$16,127	\$3,873
	Plumbing & Mechanical Permit	\$1,500	\$0	\$1,500
Equipment	Pape -Tele Handler Forklift	\$153,039	\$0	\$153,039
TAB-Trac Mobile System for Box Storage	Dept. of Correctoins - Correctional Indu	\$79,092	\$0	\$79,092
				\$0
<i>subtotal</i>		\$2,421,150	\$16,127	\$2,380,023

<b>Total Estimated Design &amp; Construction Costs For Phase 1 Construction</b>	<b>\$4,028,564</b>	<b>\$701,719</b>	<b>\$3,301,846</b>
---	--------------------	------------------	--------------------

Funding Sources	
PWTF Loan	\$4,845,850
City Funds	\$1,154,150

<b>Total Funding PH 1+PH2</b>	<b>\$6,000,000</b>
<b>Funding Available for PH 2 Mechanical</b>	<b>\$1,971,436</b>



## PUBLIC WORKS CONTRACT

### City of Gig Harbor Wastewater Treatment Plant Phase 2 Improvements – CSSP-1205

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and **Beisley, Inc.**, located at **P.O. Box 2325, Belfair, WA 98528**, 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 **Wastewater Treatment Plant Phase 2 Improvements – CSSP-1205**, 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 "Wastewater Treatment Plant Phase 2 Improvements – CSSP-1205," 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 **Two Million One hundred Forty Two Thousand Five Hundred Eighteen Dollars and Fifty Nine Cents (2,142,518.59)** 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-4.02 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16, WORK SEQUENCE.
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, WORK SEQUENCE.
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:

**Beisley, Inc.**  
**P.O. Box 2355**  
**Belfair, WA 98528**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

ATTEST:

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

APPROVED FOR FORM:

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

**END CONTRACT FORM**

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

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

**RECITALS**

WHEREAS, the City is presently engaged in the Wastewater Treatment Plant Phase 2 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 Fourteen Thousand Seven Hundred Forty Seven Dollars and Zero Cents (\$14,747.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed on or before March 1, 2017; 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.

<b>CONSULTANT:</b> <b>Construction Testing Laboratories, Inc.</b> ATTN: Dennis Smith 400 Valley Avenue NE Suite 102 Puyallup, WA 98372 Office: (253) 383-8778 Cell: (253) 732-7575	<b>City of Gig Harbor</b> <b>ATTN: Stephen Misiurak</b> 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





# Construction Testing Laboratories

EXHIBIT A

May 22, 2014

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

Attn: George Flanigan

REF: **City of Gig Harbor WWTP – Phase II**  
Special Inspection & Testing Services

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

**CERTIFICATIONS:**

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

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years. All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

**CONCRETE/REINFORCING STEEL/ SHEET PILING**

- Inspection, sampling & cylinder pick-up..... \$ 51.00/hr
- COMPRESSIVE STRENGTH TESTS:**
- Concrete, mortar and grout..... \$ 20.00/ea
- Masonry Composite Prism..... \$ 75.00/ea
- Shotcrete Panels..... \$ 175.00/ea

**HMA:**

- Asphalt Technician (Inspector)..... \$ 54.00/hr
- In-Place Density Tests..... NO CHARGE
- Extraction-Gradation Tests (C-117)..... \$ 225.00/ea
- Maximum Theoretical Density (Rice)..... \$ 110.00/ea

**STRUCTURAL STEEL & METALS**

- Visual Welding Inspection..... \$ 58.00/hr
- Ultrasonic Testing (UT) (4 hour minimum)..... \$ 80.00/hr

**LATERAL FRAMING:**

- Lateral Framing/Nailing inspection..... \$ 51.00/hr
- Epoxy Bolt/Dowel Inspection..... \$ 51.00/hr

**SOILS:**

- Soil Technician (Inspector)..... \$ 54.00/hr
- In-Place Density Tests..... NO CHARGE
- Maximum Density-Optimum Moisture Determination Analysis..... \$ 180.00/ea
- Sieve Analysis (Coarse & Fine Washed / C-117, C-136)..... \$ 160.00/ea
- Sand Equivalent (D-2419)..... \$ 90.00/ea

**MILEAGE:**

- Mileage..... NO CHARGE



# Construction Testing Laboratories

EXHIBIT A

May 07, 2014

REF: City of Gig Harbor WWTP - Phase II  
Special Inspection & Testing Services

<b>ESTIMATED TOTAL COST:</b>		
<b>TYPE OF INSPECTION &amp; TESTING</b>	<b>ESTIMATED COST</b>	
<b>CONCRETE</b>		
Approximately 72 hours inspection & testing	\$	3,672.00
Approximately 60 test cylinders	\$	1,200.00
<b>ESTIMATED CONCRETE COST:</b>	<b>\$</b>	<b>4,872.00</b>
<b>MASONRY</b>		
Approximately 20 hours masonry inspection & testing	\$	1,020.00
Approximately 6 prisms	\$	450.00
Approximately 6 grout test specimens	\$	120.00
Approximately 6 mortar	\$	120.00
<b>ESTIMATED MASONRY COST:</b>	<b>\$</b>	<b>1,710.00</b>
<b>EPOXY &amp; LATERAL FRAMING</b>		
Approximately 30 hours lateral framing	\$	1,560.00
<b>ESTIMATED LATERAL FRAMING:</b>	<b>\$</b>	<b>1,530.00</b>
<b>VISUAL WELDING &amp; BOLTING</b>		
Approximately 10 hours inspection	\$	580.00
<b>ESTIMATED VISUAL WELDING &amp; BOLTING COST:</b>	<b>\$</b>	<b>580.00</b>
<b>SOILS</b>		
Approximately 80 hours compaction testing	\$	4,320.00
Approximately 3 proctors	\$	540.00
Approximately 2 sieve analysis	\$	320.00
<b>ESTIMATED SOILS COST:</b>	<b>\$</b>	<b>5,180.00</b>
<b>HMA</b>		
Approximately 10 hours compaction testing	\$	540.00
Approximately 1 rice	\$	110.00
Approximately 1 extraction / gradation	\$	225.00
<b>ESTIMATED HMA COST:</b>	<b>\$</b>	<b>875.00</b>
<b>ESTIMATED TOTAL COST:</b>	<b>\$</b>	<b>14,747.00</b>

Our estimated total cost to provide our services including the modification scope of work is **\$14,747.00**. The actual cost will vary, as our costs are directly dependent upon the contractor and sub-contractor's schedule. CTL performs our services only at the request of City of Gig Harbor.

**ADMINISTRATIVE:**

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



# Construction Testing Laboratories

EXHIBIT A

## **BASIS OF CHARGES:**

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

Our highly trained staff would be delighted to assist you in the successful completion of this project. If you have any questions regarding this proposal or if we may be of service, please call or visit our website at [www.ctlwa.com](http://www.ctlwa.com).

Sincerely,  
Construction Testing Laboratories, Inc. (CTL)

*Dennis Smith*  
Operations Manager  
e-mail: [denniss@ctlwa.com](mailto:denniss@ctlwa.com)  
cell # 253-732-7575  
DMS / cd



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

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

**RECITALS**

WHEREAS, the City is presently engaged in Wastewater Treatment Plant Phase 2 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 **Three Hundred Ninety One Thousand Five Hundred Eleven Dollars and Seventy Cents (\$391,511.70)** 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 on or before March 1, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. **Indemnification.**

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

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

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

8. **Insurance.**

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

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

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

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

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

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

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

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

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

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



11. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF GIG HARBOR**  
**EXHIBIT A – SCOPE OF WORK**  
**PHASE 2 WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**(WWTP), ENGINEERING SERVICES**  
**DURING CONSTRUCTION, ENGINEER'S**  
**OPERATION AND MAINTENANCE MANUAL,**  
**AND RECORD DRAWINGS**

**INTRODUCTION**

The Phase 2 Improvements will be the second of two phases for the WWTP 20-year upgrade/expansion plan. The Phase 1 Improvements increased plant capacity to the NPDES (WA002395-7) permitted 1.6 mgd maximum monthly average flow capacity and loading capacity of 3,680 lbs/day BOD and 3,680 lbs/day TSS. Phase 2 will increase plant capacity to 2.4 mgd maximum monthly average flow capacity.

The basis for the Phase 2 Improvements to be constructed under this scope of work is the *2010 Wastewater Treatment Plant Improvements Engineering Report* (Cosmopolitan Engineering Group and H.R. Esvelt Engineering; approved by Washington Department of Ecology [WDOE] May 2010) and the WDOE-approved *Facility Plan*.

**PROJECT LIMITS AND GENERAL PROJECT DESCRIPTION**

This scope of work describes the necessary tasks to complete the construction for the Phase 2 WWTP Improvements consisting of both the Laboratory/Operations Building component along with the Mechanical components of construction, including final signoff and certification of completion. As with Phase 1, of additional importance is the requirement for continued operation of the WWTP during construction of the Phase 2 Improvements. It is estimated that it will take twelve (12) months to complete the overall construction phase of work and according to the schedule, this project will be complete in June 2015.

This scope of work includes assumptions for the physical parameters for the Phase 2 WWTP Improvements, including the following description, and more specific items included under the task and subconsultant descriptions.

Cosmopolitan Engineering Group will be the Engineer of Record for this project and will assist in the process to complete the construction to ensure and verify that all construction is completed in conformance with the approved engineering drawings and approved DOE facility report. Construction will include major new facility components consisting of (see Exhibit B):

- New ultraviolet (UV) disinfection
- New plant laboratory/operations building, including staff offices (ADA compliant) and basement storage area

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

The Construction Services Fee Summary, including subconsultant backup information, for this project are as shown in Exhibit C. The Cosmopolitan-led Construction Services Team will work with Parametrix, Inc. as an extension of the City staff along with City staff to ensure that the project proceeds efficiently and the finished product meets the needs of the City, the engineered drawings and specifications, and the requirements of WDOE.

## **TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION**

### **Task 1.1 – Design Team Project Administration**

**Objectives:** This task provides for Engineering (Design Team) project administration, compliance with the engineered contract documents, and coordination throughout construction of the WWTP Phase 2 Improvements. Activities include:

- Maintaining all engineering project files are in accordance with the City's construction and design filing structure, including the same for all subconsultants as well
- Project correspondence
- Managing subcontracts and subconsultant team coordination
- Engineering services, including project tracking and invoicing and ensuring that project budgets remain within the authorized City budgets
- Attendance of twice monthly construction meetings by Design Team Administrator (36 each)
- Construction issues resolution support, including Requests for Information (RFIs) and Requests for Clarification (RFCs)
- Permitting support, including providing the necessary permitting signatures and interagency permit signoffs and certifications
- Technical Quality Assurance (QA) reviews in accordance with City standards

#### **Assumptions:**

- Point of contact of Contractor will be City's Construction Supervisor and not Engineering Design Team members.
- Owner's Construction Project Manager will coordinate and prepare construction meeting agenda and meeting minutes, provide periodic and monthly status reports to City, review and prepare Contractor pay requests, track construction budgets and schedule, coordinate and prepare change orders, track and disseminate submittals for Design Team review, provide all Contractor notices following the Notice to Proceed, schedule periodic design team inspections, and provide project completion monitoring (formal punch lists, closeout submittals). The duration of services will be in compliance with the attached project schedule depicting the major milestone completion dates.

### **Task 1.2 – Administrative and Technical Submittal Reviews**

**Objectives:** The Engineering Design Team will review all submittals to maintain design responsibility and assure conformance with design intent, the requirements of the Project Manual, and recognized best engineering and construction practices. The Owner's Construction Project Manager will receive all copies of required Contractor Submittals, maintain a submittal log (posted to the construction ftp site), and disseminate all submittals to Cosmopolitan Engineering and coordinate and send required copies for Design Team member(s) review. The Design Team will return one copy of reviewed submittals (or submittal review comments) to the Construction Project Manager, who will then fill out Transmittal Tracking Form and return reviewed submittals via the City to the Contractor.

**Assumptions:**

- No more than 2 resubmittals will be reviewed by Design Team and marked as “revise and resubmit”. In accordance with the specifications, further resubmittals will be at Contractor’s expense.
- The Construction Project Manager will be responsible for submittal tracking, including making any special requests for expediting submittal review from Design Team members and responses from Contractor.
- Cosmopolitan Engineering will receive copies of all initial and reviewed submittals, and be provided an opportunity to comment on submittal review responses received from Design Team prior to return to Contractor.
- The Owner is responsible for maintaining a library of preliminary operation and maintenance manuals at a single location at the WWTP site for use during startup and testing.

**Task 1.3 – Provide Design Engineer Periodic Inspections**

**Objectives:** This task provides for Engineering Design Team recommended periodic inspections over the course of construction (from Notice to Proceed until Physical Completion).

**Assumptions:**

- The Engineering Design Team will be appraised of project status and milestones through weekly and monthly reports prepared by the Owner’s Construction Project Manager and through daily observation reports and photos placed on the Owner’s Construction Project Manager’s ftp site. Reports and photos will be placed on the ftp site no later than 7 days following date of observation and maintained throughout construction and warranty periods.
- Each design discipline will perform the number of site visits scheduled in development on their work plans for this task, or not charge site visit fees and expenses. The following summarizes number of planned visits:
  - Cosmopolitan Engineering Group – 12 person visits
  - BCRA – 10 person visits
  - H.R. Esvelt Engineering – 12 person visits
  - Structural Research Company – 6 person visits
  - Richard Sample Engineering – 3 person visits RSE, 2 person visits AIA
  - HWA Geosciences – 5 person visits

**Deliverables:**

- Completed design engineer periodic inspection observation reports delivered to Owner’s Construction Project Manager within 7 days following site visit.
- All visitors from the design team arriving onsite will be required to complete a sign-in/sign-out times of arrivals and departure.

## Task 1.4 – Provide Design Interpretation

**Objectives:** This task provides for Engineering Design Team response to Contractor Requests for Information (RFIs) and City, Construction Project Manager, and Engineering Project Administrator Requests for Clarification (RFCs). RFIs and RFCs will occur throughout the construction duration.

**Assumptions:**

- The Engineering Design Team will be assigned RFIs and RFCs for response by the Owner’s Construction Project Manager and Engineering Project Administrator. RFCs will be delivered and tracked by the Owner’s Construction Project Manager.
- No RFIs will be finalized for action without Engineering Project Administrator (CEG) approval.

**Deliverables:**

- Completed RFIs and RFC forms with supporting information attached.
- Sketches, notes, design calculations, Cadd drawings and files, and other instruments as required to clarify design intent.

## Task 1.5 – Change Order Preparation and Support

**Objectives:** This task provides for Engineering Design Team support in preparation of materials for, review of, and coordination and approval of change modifications. Change modifications may be initiated as Engineer Change Order Proposals, Contractor Change Order Proposals, and Force Account Summaries. Minor changes will be issued as Work Change Directives and accumulated to minimize the number of change orders.

**Assumptions:**

- The Owner’s Construction Project Manager will prepare formal change orders in accordance with the Contract Specifications. Formal change orders will consist of accumulated, approved work change directives.
- Owner’s Construction Project Manager will maintain Change Order Summary logs, seek all required signatures, and perform final negotiation of quantities and amounts with Contractor.
- No Work Change Directives will be finalized without Engineering Project Administrator (CEG) approval.

***Deliverables:***

- Completed Engineer's Change Order Proposals with supporting information attached, which may include sketches, notes, design calculations, Cadd drawings and files, and other instruments as applicable.
- Concurrency reviews of Contractor's Change Order Proposals, including representativeness of quantities and amounts.

**Task 1.6 – Punch List and Completion Monitoring and Issue Certificate of Project Completion**

***Objectives:*** Each design discipline will complete a punch list after substantial completion. The Engineering Project Administrator will assist Owner's Construction and Project Manager in completion monitoring, including compilation of punch list items and progress tracking.

***Assumptions:***

- The Owner's Construction Project Manager will request design discipline punch lists at appropriate time following substantial completion.
- Follow-up site visits for completion monitoring will be individually scheduled with each design firm on an as-needed basis.

***Deliverables:***

- Individual design discipline punch lists.
- Certificates of Substantial and Final Completion and Declaration of Construction Completion per Chapter 173-240-090 WAC.

**Task 1.7 – Record Drawings Review and Comment**

***Objectives:*** Review and provide hand written comments on Contractor's record documents.

***Assumptions:***

- Contractor and Owner's Construction Project Manager will maintain a master mark-up set of full size Contract Drawings. All Contract Drawings will be marked by the Contractor with respect to changes and as-built conditions on an ongoing basis during construction. The Contractor will pay particular attention to underground utilities and structures.
- The Contractor will complete drawings in AutoCAD Civil 2014 or earlier version for underground piping and utilities.
- Electrical subcontractor will maintain a master mark-up set of full size Contract electrical Drawings.



- Engineering Design Team will update Contract Documents in AutoCAD Civil.
- Owner's Construction Project Manager will create CD scans of record drawings in Adobe PDF or TIFF formats, and distribute to Design Team.

***Deliverables:***

- One original copy of full size (22x34) wet stamped and signed Contract Record Drawings on bond paper and mylar with Design Team review and markups delivered to Owner. Engineer of Record will maintain one full size copy of original.
- One original stamped and signed electronic Contract Record Drawings in AutoCAD Civil 2014 or earlier shall be provided to the City incorporating all design and construction disciplines.

**TASK 2 - ENGINEER'S OPERATION AND MAINTENANCE MANUAL**

***Objective:*** Complete an Engineer's Operation and Maintenance Manual complying with Chapter 173-240-080 WAC for Owner and Ecology review and approval.

In accordance with WAC 173-240-080, the Engineer's Operation and Maintenance Manual will provide a discussion of staffing and testing requirements, technical guidance and regulatory requirements to the plant operators. The Engineer's O&M Manual will contain:

- Discussion of managerial and operational responsibilities, including plant classification and classification of required operators.
- A description of plant type, flow pattern, operation, and efficiency expected and the principal design criteria under normal, maintenance, less than design, and emergency conditions.
- A process description of each plant unit, including function, relationship to other plant units, and schematic diagrams.
- A discussion of the detailed operation of each unit and description of various controls, recommended settings, fail-safe features, etc. Manufacturer's O&M Manuals will be referenced as applicable.
- A section on laboratory procedures, including sampling techniques, monitoring requirements, and sample analysis.
- Recordkeeping procedures and sample forms to be used.
- A maintenance schedule that incorporates manufacturer's recommendations, preventative maintenance and housekeeping schedules, and special tools and equipment usage. Manufacturer's O&M Manuals will be referenced as applicable
- A section on safety.

- A section that lists the spare parts inventory/recommended spare parts.
- Emergency plans and procedures.

The O&M Manual will also feature the following:

- Discussion of control panels, HMI screens, and SCADA control system features and functions.
- Schematic diagrams based on Contract Process and Instrumentation (P&ID) diagrams.

***Assumptions:***

- With Department of Ecology permission, Engineer's Operation and Maintenance Manual will be prepared following substantial completion to best reflect as-built conditions. In the interim, manufacturer's information on equipment will be available to the plant operator before and after unit start up. Two copies of the Engineer's O&M Manual must be submitted to Ecology for approval.
- Up to three, full day site visits by O&M Manual author(s) will be scheduled to verify equipment operation, test alternative operating modes, note as-built piping and instrument panel conditions, take photos, and complete other on-site work preceding O&M Manual preparation.
- Address of local suppliers, equipment warranties, and appropriate equipment catalogues will be incorporated by reference from the Contractor's O&M Manual. For detailed description of individual equipment items, Manufacturer's O&M Manuals will be referenced as appropriate.

***Deliverables:***

- Preparation and reproduction of Engineer's Operation and Maintenance Manual. Four draft and final copies will be delivered to Owner (8 copies total) and two draft and final copies to Design Team (4 copies total).
- The Engineer's Operation and Maintenance Manual will be available in hard copy and electronic formats. All figures will be 11x17 or smaller. The electronic format will be Adobe PDF, searchable by Table of Contents and in original MS Word.

## **SUBCONSULTANT SERVICES**

All Subconsultant services detailed below are incorporated into the tasks described above and will be under the oversight and coordination of Cosmopolitan Scope of Services.

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

**Objective:** To provide construction services during construction of an integrated Mechanical/Process Design, as described below.

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

- Administration, communication, meetings:
  - Submittal reviews
- UV system, UW system, Building layout:
  - UV system and basin modifications
  - UW system controls and piping
  - Building layout
- Clarifiers #1 and #3:
  - #1 and #3 replace-repair mechanism as required
  - Walkway #3 to roadway, SE landing and stair
  - Launder covers for all four clarifiers
- Digester modifications:
  - Digester #1 – raise bridge, diffusers modifications
  - Digester #4 – new bridge and diffusers
  - Cover all basins and vent to scrubber
- Odor Scrubber – digester and D box ventilation fans:
  - Fans and Odor Scrubber – similar to existing
  - Ventilation ducting from D boxes
- Equipment:
  - Headworks – additional rotating drum fine screen
  - Aeration Basins #1 and #3 – flat plate diffusers
  - AB #1 and #2 – modify basin influent and effluent weirs

**Structural Engineering**  
**(Structural Research Company)**

*Objective:* To provide support for construction of Structural Engineering, as described below.

***Construction Services Responsibilities:***

- Services will include reviewing shop drawings, responding to contractor's requests for information, field observation and field reports, providing special inspection where required, preparing amplifying data where required for design interpretations, final inspection and certification, review and contributions to punch list items, and coordinating with other design team members.

***O&M Manuals and Record Drawings:***

- Participate with the design team in reviewing O&M manuals, review contractor and special inspector markups, and prepare record drawings.

***Assumptions:***

- Phase 2 work will expand upon and complete Phase 1 work.
- Six (6) site visits as required by Contractor schedule.

**Architecture and Landscape Architecture**  
**(BCRA)**

The scope of work is to include providing construction observation and administration activities for Architecture, Landscape Architecture, Plumbing, and HVAC.

***Construction Services Responsibilities:***

Assume three (3) months of construction for lab/offices:

- Pre-construction meeting
- Site Meeting
- Discipline/spec coordination
- Response to RFIs and review of submittals
- Punch list walk-thru
- Follow-up on punch list to confirm responses

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

*Objective:* To provide Electrical Engineering construction services support, Operation and Maintenance Manual support, and Electrical Record Drawings. Construction services activities include:

- Participate in preconstruction meeting with Contractor.

- Review electrical equipment and material submittals and resubmittals received from the Contractor.
- Coordination with Contractor and Integrator, review RFIs, develop revision documentation as necessary.
- Provide interface by phone or e-mail with City field inspection representative.
- Perform intermediate inspection of the electrical work at 50 percent completion of construction and provide a report.
- Assist in the inspection and startup testing of the electrical work at 100 percent completion of construction and provide a punch list of items to be completed.
- Perform site inspection to verify completion of all punch list items.

O&M Manual/Record Drawings activities include:

- Develop O&M manual electrical text.
- Revise electrical drawing CAD files and Conduit & Cable schedules to show record drawings of construction conditions and furnish final copy to Cosmopolitan Engineering Group in electronic format.

***Assumptions:***

- Phase 2 work will expand upon and complete Phase 1 work.

**Geotechnical Evaluation Performed**  
**(HWA Geosciences)**

***Objective:*** To provide geotechnical construction services. Activities include:

- Respond to Requests for Information (RFIs) and submittals (up to 3 submittals at 2 hours per review), during the bidding period and during construction.
- Attend the pre-construction meeting for the project.
- Provide periodic (up to two) inspection visits as the geotechnical design engineer during construction, such as verifying bearing capacity. Each visit will include a summary field report documenting our observations.
- Provide project management of the geotechnical tasks and correspond with Cosmopolitan Engineering Group, in the form of telephone calls and email correspondence, as necessary.

***Assumptions:***

- Phase 2 work will expand upon and complete Phase 1 work.

City of Gig Harbor  
Phase II WWTP Improvements, Design & Construction Services

Budget Worksheet (As of 7/2/13, FINAL, with 30% Submittal Eliminated)(Task 4 - Schedule Acceleration added 11/19/13)(Tasks 5 & 6 - Con. Services added 4/22/14)(Con. Services revised 6/2/14)(Con. Services Hours revised 6/9/14)

Firm	Cosmopolitan Engineering Group					H.R. Esvell Engineering			Structural Research Co.			BCRA											
	Prin.	Engr.	CAD	Adm/WP	Exp.	HRE	CAD	Exp.	GDE	Engr.	CAD	PM	Arch II	Land Use	Int. Des.	Admin.	L.A. IV	L.A. II	L.A. I	HVAC	Cost Est.	Exp.	
Employee																							
Hourly Rate	\$165.00	\$150.00	\$120.00	\$95.00		\$165.00	\$70.00		\$150.00	\$120.00	\$70.00	\$120.00	\$100.00	\$100.00	\$85.00	\$120.00	\$150.00	\$115.00	\$95.00	\$125.00	\$115.00		
Task - Design																							
Task - Construction																							
1- Construction Assistance		80	80	6	24	52,000.00	220	0	50.00	240	200	48	39	50	34	112		56	24	84		22,500.00	
2- O&M Manual/Record Documents		3	04	40	24	52,500.00	50	20	\$100.00	30	16	38											
Subtotal, Construction Tasks 1 & 2 - Hours	88	144	46	48	54,500.00	270	20	\$100.00	270	216	86	39	56	34	112		56	24	84		22,500.00		
Subtotal, Construction Tasks 1 & 2 - Cost	\$14,520.00	\$21,600.00	\$5,700.00	\$4,500.00	\$4,500.00	\$49,540.00	\$1,980.00	\$180.00	\$40,500.00	\$25,020.00	\$5,020.00	\$5,400.00	\$5,100.00	\$2,280.00	\$10,800.00		\$8,440.00	\$2,200.00	\$6,400.00		\$2,500.00		
Subtotal, Construction Tasks 1 & 2 by Consultant			50,040.00				\$47,060.00				\$72,440.00						\$48,420.00						
Subtotal, Con. Tasks 1 & 2, Inc. 5% on Subs							\$30,040.00				\$76,062.00						\$50,841.00						

Firm	Richard Sample Engineering				HWA GeoSciences						
	Rich S.	Jon M.	RSE-CAD	AIA-CAD	Exp.	Prin.	Engr	Geo	CAD	Admin	Exp.
Employee											
Hourly Rate	\$140.00	\$130.00	\$90.00	\$80.00		\$160.00	\$130.00	\$110.00	\$75.00	\$71.00	
Task - Construction											
1- Construction Assistance		420	262	80	36	\$2,574.00		38			\$60.00
2- O&M Manual/Record Documents		148	57	98	75						
Subtotal, Construction Tasks 1 & 2 by Consultant			\$150,834.00					\$5,000.00			
Subtotal, Con. Tasks 1 & 2, Inc. 5% on Subs			\$158,375.70					\$5,250.00			

Total, Phase II, Const. Tasks 1&2 \$391,511.70 (Includes 5% Markup on Subs)

**GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION  
Phase 2 - Engineering Services During Construction**

Cost and Rate Schedule  
Cosmopolitan Engineering Group

Personnel: Billing Rate/Hour:	LABOR					EXPENSES			COMMENTS	
	PRINCIPAL \$	ENGR \$	CADD \$	ADMIN/WP \$	Total Labor Hours	Total Labor Cost	Mileage \$	Other \$		Total Expenses
TASK 1 CONSTRUCTION ASSISTANCE	80	80	8	24	192	\$ 28,440.00			\$ 500.00	Reproduction, plots
TASK 2 O&M MANUAL / RECORD DRAWINGS	8	64	40	24	136	\$ 18,000.00			\$ 4,000.00	O&M Manual production, final mylars
TOTALS	88	144	48	48	328	\$ 46,440.00	\$ -	\$ -	\$ 4,500.00	

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION  
Phase 2 - Engineering Services During Construction

Cost and Rate Schedule  
H.R. Esvelt Engineering - HRE

	LABOR				EXPENSES			COMMENTS		
	Personnel: Billing Rate/Hour:	HRE	ENGR	CADD	Total Labor Hours	Total Labor Cost	Mileage \$		Other \$	Total Expenses
TASK 1 CONSTRUCTION ASSISTANCE	\$ 165.00	220			220	\$ 36,300.00				
TASK 2 O&M MANUAL / RECORD DRAWINGS		56		28	28	\$ 11,200.00		\$ 160.00	\$ 160.00	Mailings, Copies
TOTALS		276		28	248	\$ 47,500.00	\$ -	\$ 160.00	\$ 160.00	

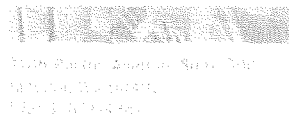


**GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION  
Phase 2 - Engineering Services During Construction**

Cost and Rate Schedule  
Structural Research Company - SRC

	LABOR					EXPENSES			COMMENTS
	Personnel: Billing Rate/Hour:	GDE \$ 150.00	ENGR \$ 120.00	CADD \$70.00	Total Labor Hours	Total Labor Cost	Mileage \$	Other \$	
TASK 1 CONSTRUCTION ASSISTANCE		240	200	48	488	\$ 63,360.00			
TASK 2 O&M MANUAL / RECORD DRAWINGS		30	16	38	84	\$ 9,080.00			
TOTALS		270	216	86	572	\$ 72,440.00	\$ -	\$ -	\$ -

BCRA



June 9, 2014  
Mr. Jim D'Aboy  
Cosmopolitan Engineering Group  
711 Pacific Avenue  
Tacoma, WA 98402

Re: Gig Harbor Wastewater Treatment Plant Operations/Laboratory Building Design  
Construction Administration  
(BCRA #12918.A1.00)

Dear Jim:

In response to the City of Gig Harbor's original request for qualifications and our discussions regarding the scale and scope of the new wastewater treatment plant laboratory project, we have proposed the following design scope and fee for Construction Administration:

SCOPE OF WORK

We understand the scope of work to include providing basic construction observation and administration activities for Architecture, Landscape Architecture, Plumbing, and HVAC.

- **Construction Administration**
  - Assume three (3) months of construction for lab/offices
  - Pre-construction meeting
  - Site Meeting
  - Discipline/spec coordination
  - Response to RFIs and review of submittals
  - Punchlist walk-thru
  - Follow-up on punchlist to confirm responses

COMPENSATION

We propose to offer our services described above on an hourly, not-to-exceed basis as summarized by consultant and phase below. Detailed scopes of work, including staff/task/hour allocations are attached for further review:

Architecture – BCRA	\$ 30,800.00
Landscape Architecture – BCRA	\$ 8,720.00
Mechanical Engineering – Enginuity Systems, LLC	\$ 6,400.00
<b>TOTAL PROJECT CA FEES</b>	<b>\$ 45,920.00</b>

BCRADESIGN.COM



Reimbursable Expenses (estimated BCRA & Consultants combined): \$ 2,500  
Mileage: \$650  
Reproductions: \$1600  
Postage/Courier: \$250

QUALIFICATIONS/EXCEPTIONS:

We strive to provide services in a cost-effective manner and, as such, services not outlined in the Scope of Work above are not included and fall outside the fees indicated. Changes to the contract terms and/or scope of work will be approved in writing before BCRA proceeds with out-of-scope work. Additionally, the following are not included as a part of our scope of work in this proposal but may be necessary for future phases of work:

- This proposal is for observation and administration, this, in no way, implies that BCRA or its sub-consultants are responsible for construction management and/or means and methods of construction.
- All agency, permit and approval fees are the responsibility of the owner

Please feel free to contact me via email or directly at 253/314.0221 with any questions regarding the scope or deliverables. Thank you for the opportunity, we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Spadafore".

Chris Spadafore  
Architect – BCRA, Inc.

Gig Harbor  
Wastewater Plant Operations/Laboratory building  
Fee Proposal  
BCRA

Created: 08.17.11  
Last Saved: 6/9/2014  
11:42 AM

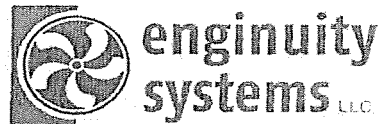
Phase/ Task	Detail	Project Manager	Structural Engineer	Arch/Des V	Constr. Admin./ QC	Admin.	Planner	Total Hours	FTE
	Staff Assigned	C. Spadafore		N. Hultman	D. Seifert	N. Smith-Lorenz			
	Hourly Rate	\$ 140.00		\$ 110.00	\$ 150.00	\$ 70.00			
<b>1 Construction Observation/Administration</b>									
<b>1.01 Architectural</b>									
	Pre-Construction Meeting	4.0			4.0			8.0	
	Site Visits (3 hours...up to 8)	12.0			12.0			24.0	
	Spec Coordination				24.0			24.0	
	Discipline Coordination (Subconsultant)	4.0		8.0	8.0			20.0	
	Document Checking	4.0		16.0	8.0			28.0	
	Responding to RFI's	4.0		16.0	16.0	12.0		48.0	
	Reviewing submittals	5.0		16.0	24.0	16.0		61.0	
	Project Closeout/Punchlist	4.0			16.0	6.0		20.0	
	Project Management	2.0						2.0	
<b>2 O&amp;M Manual/Record Drawings</b>									
	No services anticipated for this task								
	<b>Subtotal: Hours</b>	<b>39.0</b>	<b>0.0</b>	<b>56.0</b>	<b>112.0</b>	<b>34.0</b>	<b>0.0</b>	<b>235.0</b>	<b>5.9</b>
	<b>Subtotal: Cost</b>	<b>\$5,460.00</b>	<b>\$0.00</b>	<b>\$6,160.00</b>	<b>\$16,800.00</b>	<b>\$2,380.00</b>	<b>\$0.00</b>	<b>\$30,800.00</b>	
	<b>TOTAL HOURS</b>	<b>39.0</b>	<b>0.0</b>	<b>56.0</b>	<b>112.0</b>	<b>34.0</b>	<b>0.0</b>	<b>235.0</b>	
	<b>SUBTOTAL FEE</b>	<b>\$ 5,460</b>	<b>\$ -</b>	<b>\$ 6,160</b>	<b>\$ 16,800</b>	<b>\$ 2,380</b>	<b>\$ -</b>	<b>\$ 30,800</b>	

Page 24 of 36

Task 1	Construction Assistance	LA IV	LA III	LA II	LA 1		
1.01	Landscape Architectural						
	Meetings or Site Visits					0.0	
	Up to 6 @ 4hr including Pre-Con and Punchlist			24.0		24.0	
	<b>Reviews</b>						
	Bid Support			16.0		16.0	
	Response to RFI's (6 Max.)				12.0	12.0	
	Review Submittals (6 Max.)				12.0	12.0	
	Coordination			16.0			
<b>Subtotal: Hours</b>		<b>0.0</b>	<b>56.0</b>	<b>24.0</b>	<b>0.0</b>	<b>64.0</b>	<b>1.6</b>
<b>Subtotal: Cost</b>		<b>\$0.00</b>	<b>\$6,440.00</b>	<b>\$2,280.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,720.00</b>

**ENGINEERING FEE PROPOSAL**

Project: Gig Harbor WWTP  
Prepared By: BM  
Date: 6/9/14



REF	TASK	Time Allotted (Hours)			
		PRINCIPAL / SENIOR ENGINEER	PROJECT ENGINEER	ENGINEER	DESIGNER / DRAFTER
001	<b>Task 1 - Construction Assistance</b>				
002	bid support			14	
003	site visits (2)			6	
004	responses to RFI's			15	10
005	responses to submittals			15	10
006	<b>Task 2 - O&amp;M Manual/ Record Drawings</b>				
007	O&M Manual Review				4
008	As Built				8
009					
010					
011					
012					
013					
014					
015					
016					
017					
018					
019					
020					
021					
022					
023					
024					
025					
026					
027					
028					
029					
030					
031					

Total Hours	0	0	50	32
Rate	\$130.00	\$110.00	\$80.00	\$75.00
Labor Cost	\$0.00	\$0.00	\$4,000.00	\$2,400.00
Subtotal (Labor Cost)				\$6,400.00
Reimbursible Expenses				
Reimbursible Travel Expenses				
Subtotal (Reimbursible Expenses)				\$0.00
<b>TOTAL COST</b>				<b>\$6,400.00</b>

## ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

### Richard Sample Engineering

PROJECT: WWTP-Phase 2 Upgrade  
OWNER: CITY OF GIG HARBOR  
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 6/5/14  
JOB NO: 14--

NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE				COST IN \$		
		\$140		\$90		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
<b>LAB/OPERATIONS BUILDING - CONSTRUCTION SUPPORT SERVICES</b>								
a	Pre-construction meeting telephone support	4	-	4		560	520	1,080
b	Submittal review - General Electrical materials	10	-	-		1,400	-	1,400
c	Submittal review - Panelboard, transformer equipment	6	-	-		840	-	840
d	Submittal review - Lighting equipment	8	-	-		1,120	-	1,120
e	Submittal review - Selected Mechanical Equipment	4	-	2		560	260	820
f	Submittal review - PCP 200 & 300 Modifications	-	-	4		-	520	520
g	Coordination with contractor	32	-	8		4,480	1,040	5,520
h	Coordination with Integrator	12	-	-		1,680	-	1,680
i	Change Order / RFI Response development	32	-	8		4,480	1,040	5,520
j	Coordination with Parametrix on-site inspector	16	-	4		2,240	520	2,760
k	50% construction inspection, checklist, report	16	-	-		2,240	-	2,240
l	Final inspection & startup, checklist, punchlist	20	-	10		2,800	1,300	4,100
m	Punchlist verification site visit	16		10		2,240	1,300	3,540
n	Develop O & M manual electrical text (draft copy)	10		-		1,400	-	1,400
o	Asbuilt (16) electrical drawings	25	27	3	6	5,930	930	6,860
p	Asbuilt power and signal C&C schedules	6	-	-		840	-	840
q	Asbuilt drawing submittal	4	8	2	2	1,280	440	1,720
r	Construction design and drafting services	38	42	-	-	9,100	-	9,100
	Administration expenses @ 5% of AIA expenses					394		394
<b>CONSTRUCTION SUPPORT TOTALS</b>		<b>259</b>	<b>77</b>	<b>55</b>	<b>8</b>	<b>43,584</b>	<b>7,870</b>	<b>51,454</b>

## ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

*Richard Sample Engineering*

PROJECT: WWTP-Phase 2 Upgrade  
OWNER: CITY OF GIG HARBOR  
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 6/5/14  
JOB NO: 14--

		BILLING RATE						
		\$140	\$90	\$130	\$90			
NO	DESCRIPTION OF PHASE SERVICES	Elec hours		I&C hours		COST IN \$		
		ENGR	DRAFT	ENGR	DRAFT	Elec	I&C	TOTAL
<b>MECHANICAL UPGRADE PROJECT - CONSTRUCTION SUPPORT SERVICES</b>								
a	Pre-construction meeting telephone support	4	-	-	-	560	-	560
b	Submittal review - General Electrical materials	24	-	4	-	3,360	520	3,880
c	Submittal review - MCC1, MCC3 & VFD equipment	16	-	8	-	2,240	1,040	3,280
d	Submittal review - Selected Mechanical Equipment	16	-	12	-	2,240	1,560	3,800
e	Submittal review - LCP190, PCP 100 & 200 Modific		-	24	-	-	3,120	3,120
f	Submittal review - Reporting		-	12	-	-	1,560	1,560
g	Submittal review - instruments	3	-	8	-	420	1,040	1,460
h	Coordination with contractor	48	-	24	-	6,720	3,120	9,840
i	Coordination with Integrator	12	-	-	-	1,680	-	1,680
j	Change Order / RFI Response development	32	-	18	-	4,480	2,340	6,820
k	Coordination with Parametrix on-site inspector	24	-	18	-	3,360	2,340	5,700
l	50% construction inspection, checklist, report	-	-	-	-	-	-	-
m	Final inspection & startup, checklist, punchlist	20	24	12	-	4,960	1,560	6,520
n	Punchlist verification site visit	16		10	-	2,240	1,300	3,540
o	Review O & M manual data submitted by contractor	8		12	-	1,120	1,560	2,680
p	Develop O & M manual electrical text (draft copy)	12		-	-	1,680	-	1,680
q	Asbuilt electrical drawings	63	55	26	59	13,770	8,690	22,460
r	Asbuilt drawing submittal	4	6	4	4	1,100	880	1,980
s	Construction design and drafting services	16	16	72	40	3,680	12,960	16,640
	Administration expenses @ 5% of AIA expenses					2,180		2,180
<b>CONSTRUCTION SUPPORT SERVICES TOTALS</b>		<b>318</b>	<b>101</b>	<b>264</b>	<b>103</b>	<b>55,790</b>	<b>43,590</b>	<b>99,380</b>

**BASIS**

- 1 O&M Documents (revised Process Control Software Programming) developed under Integration budget
- 2 AIA to provide Integration under separate budget
- 3 Remote Access to be provided by AIA under separate contract (see estimate 3/20/2014)



ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET							
Richard Sample Engineering							
PROJECT: WWTP-Phase 2 Upgrade				DATE: 6/5/14			
CONSTRUCTION SERVICES - DRAWING AS-BUILDING				JOB NO: 14--			
DRWG. NO.	DESCRIPTION OF DRAWING	DRWG. SCALE	Elec HRS		I&C HRS		
			ENGR	DRAFT	ENGR	DRAFT	
<b>RSE - LAB/OPERATIONS BUILDING PROJECT DRAWINGS</b>							
E1	Legend, Drawing List, Lighting Fixture Schedule	None	2	1			
E2	Electrical Area Site Plan, Enlarged Partial Bldg Plans, Notes	1"=40'	0	0			
E3	Basement Lighting Plan, Notes	3/16"	1	1			
E4	Basement Power / Signal Plan, Notes	3/16"	3	4			
E5	Main Floor Lighting Plan	1/8"	2	2			
E6	Main Floor Power & Signal Plan	3/16"	2	2			
E7	Attic Lighting / Power Plan & Elevations	3/16"	1	2			
E8	Enlarged Laboratory Plan, Notes	1/4"	1	1			
E9	Enlarged Electrical / Mechanical Room Plans, Notes	3/16"	2	2			
E10	Miscellaneous Details, Notes	misc	1	1			
E11	Power One-Line Diagram, Panel Schedules (3), Notes	None	1	0			
E12	Signal One-Line Diagram, Notes	None	1	1			
E13	SCADA, Computer, Communications One-Line Diagram, Notes	None	2	3			
E14	Power / Signal Utilities Demolition Site Plan, Notes	misc	0	0			
E15	Power Utility Demolition One-line Diagram, Notes	None	0	0			
E16	Signal Utility Demolition One-line Diagram, Notes	None	0	0			
E17	PCP300 Modification - I&C diagrams	None	0	0	1	2	
<b>RSE - PHASE 1 DRAWINGS - Revised to incorporate Phase 2 work</b>							
E4	Overall Site Power and Signal Plan	None	2	2			
E12	Dewatering Building Elevation	1/4"	1	1			
E23	Power One-line diagram - overall plant	None	1	1			
E26	Power One-line diagram - Dewatering Bldg., Basins, Lab/Oper bldg	None	0	1			
E31	Overall Plant Signal One-line diagram	None	2	2			
<b>AIA - LAB/OPERATIONS BUILDING PROJECT DRAWINGS</b>							
PID1	Instrument & Control - Legend				0	0	
PID2	Instrument & Control - Communication Block Diagram				1	2	
PID3	Instrument & Control - Piping & Instrumentation -Sht 1				0	0	
PID4	Instrument & Control - Piping & Instrumentation -Sht 2				0	0	
PID5	Instrument & Control - Piping & Instrumentation -Sht 3				0	0	
PID6	Instrument & Control - Piping & Instrumentation -Sht 4				0	0	
PID7	Instrument & Control - Piping & Instrumentation -Sht 5				0	0	
PID8	Instrument & Control - Piping & Instrumentation -Sht 6				0	0	
PID9	Instrument & Control - Piping & Instrumentation -Sht 7				0	0	
PID10	Instrument & Control - Piping & Instrumentation -Sht 8				0	0	
PID11	Instrument & Control - Piping & Instrumentation -Sht 9				0	0	
PID12	Instrument & Control - Piping & Instrumentation -Sht 10				0	0	
PID13	Instrument & Control - Piping & Instrumentation -Sht 11				1	2	
PID14	Instrument & Control - Piping & Instrumentation -Sht 12				0	0	
PID15	Instrument & Control - Piping & Instrumentation -Sht 13				0	0	
PID16	Instrument & Control - Piping & Instrumentation -Sht 14				0	0	
<b>TOTALS</b>				25	27	3	6

<b>ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET</b>						
<b>Richard Sample Engineering</b>						
PROJECT: WWTP-Phase 2 Upgrade CONSTRUCTION SERVICES - DRAWING AS-BUILDING			DATE: 6/5/14 JOB NO: 14--			
DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	Elec HRS		I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
<b><u>RSE - MECHANICAL UPGRADE PROJECT DRAWINGS</u></b>						
E1	Overall Electrical Reference Site Plan, Drawing List	1"=40'	0	0		
E2	Legend, Electrical Equipment Schedules	None	1	0		
E3	Headworks Building - Power & Signal Partial Plan, Elevation, Notes	3/16"	0	1		
E4	Headworks Power & Signal One-line Diagram	3/16"	0	0		
E5	Shop Area Overall Plan, Partial Mezanine Level Plan, Power 1-line diag	3/16"	2	1		
E6	Blower Building & Odor Blower Area Plans, Notes	3/16"	4	1		
E7	Blower Building Elevations and Details	misc	3	1		
E8	Effluent/Utility Water Pumping, U.V. Disinfection Building Plan, Notes	1/4"	4	6		
E9	Water Pumping, U.V. Disinfection Building Section, Details	misc	3	2		
E10	Digester Basin Plan, Notes	3/16"	1	1		
E11	Digester Basin Elevations, Details	misc	1	0		
E12	Power/Signal 1-line Diag-Blower, Water Pump / U.V Disinfect, Basins	1/8"	0	3		
E13	Clarifier No. 1 & 3 Plan, Details	3/16"	1	1		
E14	Inplant Drain PS Area Plan, Area plan	3/16"	2	2		
E15	Inplant Drain PS Equipment Rack Elevation, Wetwell Elevation	misc	2	1		
E16	Pump / Electrical Bldg Elect room plan, MCC-1 Elevation	misc	2	1		
E17	Inplant Drain PS Modifications Power & Signal One-line Diagram	None	4	4		
E18	Sludge pump partial plan, one-line diagram	None	1	0		
E19	Clarifier No.1 & 3 Demo Plan, Details	3/16"	0	0		
E20	Blower & Effluent Pumping Area Demolition Plan	3/16"	0	0		
E21	Digester Area Demolition Plan	3/16"	0	0		
<b><u>RSE- PHASE 1 DRAWINGS - Revised to incorporate Phase 2 work</u></b>						
E1	Overall Site Reference Plan, Drawing List	None	1	1		
E2	Electrical Symbols Legend, Equipment Lists	None	1	1		
E3	Electrical Equipment Schedules	None	1	1		
E4	Overall Site Power and Signal Plan	1"=40'	2	3		
E5	Electrical/Pump Building Power & Signal Plan	3/16"	1	1		
E7	Electrical/Pump Building Elevations	1/4"	1	1		
E8	Blower Building Plan & Elevations	misc	1	3		
E9	Blower Building Elevations	3/16"	1	1		
E11	Dewatering Building Plan- West	3/16"	1	2		
E13	Headworks Building - Plan North	3/16"	1	1		
E17	Digester and Aeration Basin Plan	1/8"	1	3		
E20	Inplant Drain PS Plan, Section, Details	misc	0	2		
E21	Clarifier Nos. 1,2,3 Plan, Details	1/8"	1	1		
E23	Power One-line diagram - overall plant	None	1	1		
E24	Power One-line diagram-Pump/Elect bldg, clarifiers, Inplant PS	None	2	1		
E25	Power One-line diagram-Blower & UV/ Utility bldgs, Thick Bldg, Basins	None	4	1		

DRWG. NO.	DESCRIPTION OF DRAWING	Elec HRS			I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
<b>RSE - PHASE 1 DRAWINGS - Revised to incorporate Phase 2 work - Continued</b>						
E26	Power One-line diagram - Dewatering Bldg., Basins	None	3	1		
E27	Power One-line diagram - Headworks	None	1	1		
E32	Signal One-line diagram - Elect/Pump bldg, Clarifiers, Inplant Dr PS	None	3	1		
E33	Signal One-line diagram - Blower, Thick Bldgs, UV/Utility Bldg, basins	None	4	2		
E34	Signal One-line diagram - Dewatering & Headworks bldgs, basins	None	1	1		
<b>AIA - MECHANICAL UPGRADE PROJECT DRAWINGS</b>						
EIC1	Instrument & Control - Detailed Wiring Diagrams -Sht 1 (intrusion, sampler, finescreen, UV)				2	4
EIC2	Instrument & Control - Detailed Wiring Diagrams -Sht 2 (effluent pump, LS, LIT, chem feed)				2	4
EIC3	Instrument & Control - Detailed Wiring Diagrams -Sht 3 (digester pump, LIT)				2	4
EIC4	Instrument & Control - Detailed Wiring Diagrams -Sht 4 (utility water)				2	4
EIC5	Instrument & Control - Detailed Wiring Diagrams -Sht 4 (motor starter, chemical feed pump)				2	4
EIC6	Instrument & Control - Elevations - LCP-190/LCP-191/LCP-192				2	4
EIC7	Instrument & Control - Detailed Wiring Diagrams - LCP-190				2	4
EIC8	Instrument & Control - Detailed Wiring Diagrams - MCC-191/LCP-191				2	4
EIC9	Instrument & Control - Detailed Wiring Diagrams - MCC-192/LCP-192				2	4
PID1	Instrument & Control - Legend				1	1
PID2	Instrument & Control - Communication Block Diagram				1	2
PID3	Instrument & Control - Piping & Instrumentation -Sht 1				0	1
PID4	Instrument & Control - Piping & Instrumentation -Sht 2				1	2
PID5	Instrument & Control - Piping & Instrumentation -Sht 3				0	1
PID6	Instrument & Control - Piping & Instrumentation -Sht 4				0	1
PID7	Instrument & Control - Piping & Instrumentation -Sht 5				0	1
PID8	Instrument & Control - Piping & Instrumentation -Sht 6				0	1
PID9	Instrument & Control - Piping & Instrumentation -Sht 7				0	1
PID10	Instrument & Control - Piping & Instrumentation -Sht 8				0	1
PID11	Instrument & Control - Piping & Instrumentation -Sht 9				1	2
PID12	Instrument & Control - Piping & Instrumentation -Sht 10				1	2
PID13	Instrument & Control - Piping & Instrumentation -Sht 11				0	1
PID14	Instrument & Control - Piping & Instrumentation -Sht 12				1	2
PID15	Instrument & Control - Piping & Instrumentation -Sht 13				1	2
PID16	Instrument & Control - Piping & Instrumentation -Sht 14				1	2
<b>TOTALS</b>			<b>63</b>	<b>55</b>	<b>26</b>	<b>59</b>

**Gig Harbor WWTP Lab/Operations Building Drawing Asbuilt Work Scope Updated: 4-21-14**

DRWG	Drawing Content Description	TASK DESCRIPTION / COMMENT	DRWG NOTE
<b>Lab/Operations building bid drawing set</b>			
E1	Legend, Drawing List, Light Fixture Sched	Revise drawing list to delete demo drwgs. Revise light fixture schedule to actual fixtures used	1
E2	Electrical Area Site Plan, Partial Plans	Drawing to be deleted, move HVAC partial plan to Drwg E3, show parking lighting on revised Phase 1 E4 drawing	
E3	Basement Lighting Plan, Notes	Revise to show actual, insert HVAC outdoor partial plan from drawing E2	1
E4	Basement Power / Signal Plan, Notes	Revised to show actual construction	1
E5	Main Floor Lighting Plan	Revised to show actual construction	1
E6	Main Floor Power & Signal Plan	Revised to show actual construction	1
E7	Attic Lighting / Power Plan & Elevations	Revised to show actual construction	1
E8	Enlarged Laboratory Plan, Notes	Revised to show actual construction	1
E9	Enlarged Electrical / Mech Room Plans	Revised to show actual construction	1
E10	Miscellaneous Details, Notes	Revised to show actual construction	1
E11	Power One-Line Diagram, Panel Schedule	Drawing to be deleted, Move Lab/Operations building one-line diag info to Phase 1 Drwg E23, revise PDP6 Elev on Phase 1 drawing E12	2
E12	Signal One-Line Diagram, Notes	Drawing to be deleted, Lab/Operations bldg data & (3) phone jacks to be transferred to Phase 1 drawing E31	2
E13	SCADA, Computer, Comm 1-Line Diagram	Revised to show actual construction	3,4
E14	Power / Signal Utilities Demo Site Plan	Drawing to be deleted from drawing set	
E15	Power Utility Demolition One-line Diagram	Drawing to be deleted from drawing set	
E16	Signal Utility Demolition One-line Diagram	Drawing to be deleted from drawing set	
E17	PCP300 Modification - I&C diagrams	Drawing to be revised by AIA to show actual construction	
<b>Phase 1 WWTP Upgrade drawing set</b>			
E4	Overall Site Power and Signal Plan	Revise Lab bldg, show parking lot, delete exist lab bldg, revise blower/Utility water bldg area, revise clarifier #s 1 & 3, revise inplant PS	
E12	Dewatering Building Elevation	Revise Elevation to add Lab/Operations building feeder disconnect switch	
E23	Power One-line diagram - overall plant	Revise diagram using data from Phase 2 drawing E11	
E26	Power 1-line diag - Dewat - Lab/Op Bldg.	Minor revision to fused disconnect switch rating and feeder destination drawing callout	
E31	Overall Plant Signal One-line diagram	Revised to insert Lab/Operations bldg data & (3) phone jacks transferred from Phase 2 drawing E12	
E34	Signal 1-line diag - Dewat & Headworks	Revise to add Lab/Operations building SCADA & Misc devices transferred	

**Schedule Notes:**

1. Drawings to be retained to become drawings E36 through E44 in the Phase 1 drawing set
2. Power and signal One-line diagrams to be existing Phase 1 drawings
3. Drawing E13 to be retained to become drawing E35 in Phase 1 drawing set. Existing E35 drawing content consisting of notes is to be deleted.
4. Existing Phase 1 drawing E36, Inplant Drain pump station packaged control panel is to be eliminated.

**Gig Harbor WWTP Mechanical Upgrade Project Drawing Asbuilt Work Scope Updated: 4-21-14**

DRWG	Drawing Content Description	TASK DESCRIPTION / COMMENT	DRWG NOTES	
<b>Mechanical Upgrade Project bid drawing set</b>				
E1	Overall Electrical Reference Site Plan, Drawing List	Drawing is to be deleted. Phase 1 overall site plant will be revised to show Mechanical Upgrade project upgrades	1	
E2	Legend, Electrical Equipment Schedules	Drawing may need to be retained if design detail is to complex to relocate data to Phase 1 drawing.		
E3	Headworks Bldg - Power & Signal Partial Plan, Elevation	Drawing is to be deleted. All information is to be asbuilt and transferred to Phase 1 drawing E13		
E4	Headworks Power & Signal One-line Diagram	Drawing is to be deleted. All information is to be asbuilt and transferred to Phase 1 drawings E27, E34		
E5	Shop Area Overall Plan, Partial Mezanine Level Plan	Drawing is to be deleted. All information is to be asbuilt and transferred to Phase 1 drawings E11, (plan) & E26 (1-line diagram)		
E6	Blower Building & Odor Blower Area Plans, Notes	Asbuilt equip west of bldg. & transfer to next drawing E7. Transfer blower bldg interior equipment to Phase 1 drawing E8		
E7	Blower Building Elevations and Details	Asbuilt per actual constr. Delete any unneeded elevations, details, add bldg west area plan data from drawing E6		3
E8	Effluent/Utility Water Pump, U.V. Disinfection Building Plan	Revise drawing to shown actual construction		2
E9	Water Pumping, U.V. Disinfection Building Section, Details	Revise drawing to shown actual construction		2
E10	Digester Basin Plan, Notes	Drawing is to be deleted. All information is to be asbuilt and transferred to Phase 1 drawing E17	4	
E11	Digester Basin Elevations, Details	Asbuilt per actual construction if needed. Retain drawing if includes too many details to transfer.		
E12	Pow/Sig 1-line Diag - Blower, Water Pump / U.V Dis, Basins	Asbuilt per actual construction. Retain drwg. (Power) refer to from Phase 1 drwg E25. (Signal) transfer to Phase 1 drwg E33		5,6
E13	Clarifier No. 1 & 3 Plan, Details	Drawing is to be deleted. All information is to be asbuilt and transferred to Phase 1 drawing E21	7	
E14	Inplant Drain PS Area Plan, Area plan	Asbuilt per actual construction. Drawing is to be repackaged with drwg E15 to replace Phase 1 drawing E20		
E15	Inplant Drain PS Equipment Rack Elevation, Wetwell Elev	Asbuilt per actual construction. Drawing is to be repackaged with drwg E14 to replace Phase 1 drawing E20		
E16	Pump / Electrical Bldg Elect room plan, MCC-1 Elevation	Drawing is to be deleted. All information is to be asbuilt and transferred to Phase 1 drawings E5, E7 & E24		
E17	Inplant Drain PS Modifications Power & Signal One-line Diag	Asbuilt per constr. Drwg will be retained for detail and be referred to from Phase 1 drawings E24 (power) & E32 (signal)		
E18	Sludge pump partial plan, one-line diagram	Drawing is to be deleted. All information is to be asbuilt and transferred to Phase 1 drawings E5, E7 & E24		
E19	Clarifier No.1 & 3 Demo Plan, Details	Drawing is to be deleted		
E20	Blower & Effluent Pumping Area Demolition Plan	Drawing is to be deleted		
E21	Digester Area Demolition Plan & One-line diagram	Drawing is to be deleted		
<b>Phase 1 WWTP Upgrade drawing set</b>				
E1	Overall Site Reference Plan, Drawing List	Revise plan and drawing list	19	
E2	Electrical Symbols Legend, Equipment Lists	Revise power equipemnt list		
E3	Electrical Equipment Schedules	Revise transformer and junction box schedule.		
E4	Overall Site Power and Signal Plan	Revise blower / utility water building area, clarifier #2 bridge, Inplant drain pump station rack		
E5	Electrical/Pump Building Power & Signal Plan	Revise P494 background. Revise conduit tagging to Inplant drain PS. Add LCP-491 panel & conduits. Add conduit PCP/MCC		
E7	Electrical/Pump Building Elevations	Revise MCC elevation		
E8	Blower Building Plan & Elevations	Delete various original electrical. Revise as required to transfer new electrical from Phase 2 drawing E7		
E11	Dewatering Building Plan	Revise plan west to add overhead crane & mezz. Delete exist Elev & 2 details. Add new under mezz partial plan & crane detail		
E12	Dewatering Building Elevations	Revise elevation to add Lab/Op building feeder		
E13	Headworks Building - Plan, Elevation, Notes	Revise to add fine screen and associated electrical transferred from Phase 2B drawing E3.		
E17	Digester and Aeration Basin Plan	Revise effluent pump area to refer to Phase 2b drwg E8. Revise digester as required to transfer from Phase 2B drwg E10		
E20	Inplant Drain PS Plan, Section, Details	Drawing is to be replaced by Phase 2B drawings E14, 15 repackaged into one drawing		
E21	Clarifier Nos. 1,2,3 Plan, Details	Revise to delete inplant panel, revise clarifier #1 as needed. Revise Clarifier #3 to add bridge and new construction		
E23	Power One-line diag - overall plant	Revise to add MCC 2B		
E24	Power One-line diag-Pump/Elect bldg, clarifiers, Inplant PS	Revise to incorporate power equip & elect for Inplant PS. Revise P492, Revise Clarifier #3 light switch		
E25	Power 1-line diag - Blower & UV/ Utility, Thick bldgs, Basins	Revise eff pump controllers & area callout. Revise Digester area elect. Add MCC2B equip & feeder with refer to Phase 2B drwg.		
E26	Power One-line diagram - Dewatering Bldg., Basins	Revise to add shop crane packaged electrical		
E27	Power One-line diagram - Headworks	Revise to show new in-channel screen similar to existing screen.		
E32	Signal 1-line diag - Elect/Pump bldg, Clarifiers, Inplant Dr PS	Revise signal electrical associated with In-plant pump station per information transfered from Phase 2B drawing E17		
E33	Signal 1-line diag - Blower, Thick, UV/Utility Bldgs, basins	Delete misc. exist equipment. Revise by transferring signal information from Phase 2B drawing E12		
E34	Signal 1-line diag - Dewatering & Headworks bldgs, basins	Revise headworks 2nd fine screen.		

**Schedule Notes:**

1. Drawing E2 to be incorporated into Phase 1 drawing Nos. E2 & E3.
2. Drawings E8 & E9 to be retained and become drawings E17B, E17C in the Phase 1 drawing set
3. Drawing E7 to be retained and become drawing E8B in the Phase 1 drawing set
4. Drawing E11 to be retained to become drawing E17D in the Phase 1 drawing set/
5. Power One-line diagram portion of drawing E12 to be retained and become drawing E25B in the Phase 1 drawing set
6. Signal One-line diagram portion of drawing E12 is to be removed and incorporated into Phase 1 drawing E33
7. Drawing E17 to be retained to become drawing E24B in the Phase 1 drawing set.



## Richard Sample Engineering

1197 Magnolia Ave Redding, CA 96001 (530) 242-1134 Fax (530) 242-1136 email rse@integrity.com

**DATE:** JUNE 5, 2014  
**TO:** JIM D'ABOY, COSMOPOLITAN ENGINEERING GROUP  
**FROM:** RICHARD A. SAMPLE, P.E.  
**PROJECT:** GIG HARBOR WASTEWATER TREATMENT PLANT - PHASE 2 UPGRADE  
**SUBJECT:** RSE ADMINISTRATIVE CHARGE DESCRIPTION

The following is a breakdown of tasks and costs used as a basis for my administrative charges.

### Tasks

- Develop initial fee proposal including AIA charges
- Develop contract with AIA
- Receive and document monthly invoices received from AIA.
- Payment of AIA monthly invoices.
- Negotiate any contract modifications with Client required for additional services if needed

### Costs

Additional E&O premium charges due to inclusion of AIA income in RSE business income used by insurance company in premium determination.

Project Cost Estimate  
City of Gig Harbor WWTP  
Phase 2 Improvements - Construction Services  
Gig Harbor, Washington



HWA Ref: 2013-067  
Date: 21-Apr-14  
Revised:  
Prepared By: JLG

**Scope of Work:**

Respond to Contractor RFIs/Submittals (up to 3).  
Attend a pre-construction meeting,  
Provide periodic on-site inspections related to geotechnical aspects (up to 4 visits).  
Project Management: Provide invoices and correspond with the team over the course of the project.

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	2013 HOURLY BILLING RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal \$180.00	Engineer \$130.00	Geologist \$110.00	CAD \$75.00	Clerical \$71.00			
<i>Construction</i>								
Respond to RFIs During Bidding Period/Construction		8					8	1,040
Attend Pre-Construction Meeting		4					4	520
Provide Design Engineer Periodic Inspections		20					20	2,600
<i>Project Management</i>								
		6					6	780
<b>DIRECT SALARY COSTS</b>	0	38	0	0	0		38	4,940

**LABORATORY TEST SUMMARY:**

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	0	\$18	\$0
Grain Size Distribution	0	\$90	\$0
Atterberg Limits	0	\$140	\$0

LABORATORY TOTAL:

\$0

**ESTIMATED DIRECT EXPENSES:**

Mileage @ 0.565/mi + Bridge Toll	\$60
Laboratory Testing (See details to left)	\$0
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$60</b>

**PROJECT TOTALS AND SUMMARY:**

Labor Cost	\$4,940
Direct Expenses	\$60
<b>GRAND TOTAL:</b>	<b>\$5,000</b>

**Assumed Conditions:**

- All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.
- Uncertainty exists as to the construction methods and sequence the contractor will follow in performing the work, both of which have a direct effect on the construction schedule and the cost for inspection services during construction.



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

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

**RECITALS**

WHEREAS, the City is presently engaged in Wastewater Treatment Plant Phase 2 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 **Two Hundred Fifty Five Thousand Five Hundred Fifty Four Dollars and Ninety Cents (\$255,554.90)** for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, 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 on or before March 1, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. **Indemnification.**

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

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

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

8. **Insurance.**

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

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

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

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

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

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

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

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

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

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

11. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

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

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

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

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

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

**CONSULTANT:**  
**Parametrix, Inc.**  
**ATTN: Shannon Thompson**  
4660 Kitsap Way, Suite A  
Bremerton, WA 98312

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## SCOPE OF SERVICES

### City of Gig Harbor Wastewater Treatment Plant Phase 2 Construction Support Services

#### INTRODUCTION

Parametrix will provide support for the City of Gig Harbor (CITY) construction services and contract administration for the Wastewater Treatment Plant (WWTP) Phase 2 Laboratory-Operations Building and Mechanical Improvements provided in this Scope of Services.

#### PROJECT LIMITS AND GENERAL PROJECT DESCRIPTION

The project will involve construction of the treatment plant laboratory and operations building at the existing wastewater treatment plant in combination with mechanical upgrades package.

#### PHASE 01 – CONSTRUCTION SUPPORT SERVICES/CONTRACT ADMINISTRATION

##### Task 01 – Construction Project Management

PARAMETRIX will provide general support with the oversight and management of the construction phase of the project. In conjunction with the CITY, PARAMETRIX will monitor the project and keep the CITY informed of the project status at all times. Utilizing construction meetings, field orders, work change directive, RFIs, review of pay requests, and submittals, PARAMETRIX will assist in tracking progress, in addition to identifying and proactively resolving issues. The PARAMETRIX project manager will work as an extension of CITY staff.

Shannon Thompson is the PARAMETRIX project manager for this project and will provide:

- Project management of PARAMETRIX staff and services for this phase of the project;
- Construction management services and act as client liaison for the Project;
- Attend one project kick-off meeting with two PARAMETRIX staff attending along with the CITY and CITY staff to review the project, the expected outcome, establish lines of communication within the CITY, and establish and maintain an organizational structure for the construction administration of this project;
- Attend a pre-construction meeting consisting of CITY staff, the Contractor, and PARAMETRIX;
- Attend weekly project meetings at the construction site and any additional meetings as requested by the CITY Engineer;
- Assist the CITY with Monthly Reports addressing progress of the work including, but not limited to:
  - A summary of work completed;
  - Work to be completed in the next month;

## SCOPE OF WORK (CONTINUED)

- Financial Summary that includes Budget Updates and Change Order Status; and
- Summary of actual versus scheduled progress.
- Participate in the CITY led construction meetings to assist with providing a forum for and foster open communication between all parties (i.e., Contractor, CITY, and Design team);
- Assist the CITY with coordination of project documentation including all project correspondence, letters, memos, meeting minutes, etc.
- Prepare and distribute Work Change Directives and field orders (if deemed necessary);
- In conjunction with the CITY, coordinate changes in the contract and issue change orders to the Contractor in an efficient and timely manner. Change Orders will be approved by the CITY and Council. Force account procedures may be used if the CITY elects;
- Review Contractor's requests for contract change orders and make recommendations to the CITY;
- Review monthly progress pay estimates from the Contractor and recommend payment. The pay estimates will be based on measurements taken, weight tickets, neat line plan quantities, and invoices submitted by the Contractor, a review of the Contractor's progress schedule, and the observation of work performed by the Contractor. The pay estimate will be submitted to the CITY with the understanding that the work has progressed to the point indicated and to PARAMETRIX's knowledge, information, and belief that the quality of the work is in accordance with contract requirements and that the Contractor is entitled to payment in the amount shown in the pay estimate. Pay estimates will be submitted to the CITY for final review once per month during the contract period;
- Advise the CITY of the Contractor's progress schedules for conformance with the contract documents, and promptly notify the CITY and the Contractor of any identified deviations or noncompliance;
- Provide Contractor claim support to the CITY (limited to hours available in budgets);
- Assist in the preparation of correspondence to and from the Contractor and permitting agencies;
- Attend weekly construction meetings, assist the CITY as necessary, and provide meeting minutes to all parties. It is anticipated that the meetings will be held at the project site and will be two hours in duration;
- Prepare a pre-final and a final construction pay estimate for the project and close-out change order;
- Assist the CITY with preparing punch list items. All project documentation (i.e., submittals, RFIs, work change directive, photos, daily reports, performance and materials testing, and inspection documentation, etc.) will be processed by the CITY.
- Performance and Material Testing and Inspection will be contracted to the CITY. All oversight and coordination will be handled by the CITY and PARAMETRIX.
- Assist the CITY where necessary with set up of project and construction files and assist with maintaining them in accordance with the CITY filing standards.



EXHIBIT A

**SCOPE OF WORK (CONTINUED)**

Assumptions

- The CITY's daily inspector will track quantities daily for all Pay Requests.
- The CITY will provide a daily inspector for the project.

**TASK 2 – CONSTRUCTION OBSERVATION**

PARAMETRIX will assist the CITY with monitoring the Contractor's work for general conformance with the requirements of the contract documents. The CITY will provide all staff necessary for daily observation and inspection and will do all daily reports and construction photographs for the project.

For this project task, PARAMETRIX will:

- Assist the City with on-site observations of the Contractor's work for the general conformance or non-conformance with the contract documents;

*Assumptions*

- The CITY will maintain inspector's daily reports (IDRs) summarizing the Contractor's work, working or non-working days, equipment used for the day, discussions with Contractor personnel, safety reports, and other pertinent information and data regarding the construction.
- PARAMETRIX is not responsible for the construction Contractor's safety programs, precautions, activities, or in activities.
- Daily observations/inspections will be led by the CITY'S Inspector.
- All daily reports and construction photos will be provided by the CITY'S Inspector. The CITY will provide daily reports and photos for the specific as-needed days.

*Deliverables*

All project documentation (i.e., submittals, RFI, work change directive, photos, daily reports, etc.) will be handled by the CITY.

**Task 03 – Construction Staking**

PARAMETRIX will provide construction surveying services, as described below for the project. All construction staking will be done for the Contractor on a one-time basis only. Re-staking work not specifically provided for in this scope of services will be performed on a time and expense basis with the approval of the CITY. All requests for construction survey work will be presented to the CITY and copied to PARAMETRIX by the contractor not less than three (3) business days before completed staking of the requested item is required. The contractor shall be fully responsible for all data, dimensions and elevations measured or taken from the provided stakes or hubs. Below is detail of what will be provided:

Silt fence:

- One (1) stake will be set at a spacing less than 50 feet and at all angle points.

## SCOPE OF WORK (CONTINUED)

### Storm features:

- One (1) offset stake and hub will be provided at +/-50' intervals and/or appropriate angle points along storm drain lines
- Two (2) offset stakes and hubs will also be provided for Manholes or Catch Basins along the storm lines, with cut/fill identified to invert and rim.
- An office generated cut sheet will be provided.

### Water Line:

- One (1) offset stake and hub will be provided at +/-50' intervals and/or appropriate angle points along proposed water lines. 2 (two) offset stakes will be set at appurtenances such as water valves, fire hydrants, and water meters.

### Curb and Gutter:

- One (1) offset stake and hub will be provided at approximately 30' intervals along curb lines along with one (1) offset stake set for all angle points, PC's and PT's.
- Curb stakes will denote cut/fill to top-back or curb.

### Building Staking:

- Two (2) offset stakes will be provided at all building corners for site grading purposes. Corner stakes will denote cut/fill to finish floor.
- Once building grading is completed, two (2) Semi-permanent stakes will be set along each building grid line on either side of the building floor plan.

### Misc. site staking:

- One (1) day or 8 hours has been included for layout of misc. site items such as concrete pads, and for additional site layout as requested by the contractor.

### General Assumptions:

Services provided and described above will be performed under the direction of a Professional Land Surveyor licensed in the State of Washington.

Parametrix survey crews will have unrestricted access to all areas requiring surveys, and site will be properly prepared for staking.

Cost estimates contained herein are based on a minimum of one field crew day (8 hours) with associated office support.

Cost estimates contained herein are based on a one time staking effort for all features described above. Stakes that become destroyed and require replacement will be charged on a time and expense basis according to rates based on the prevailing wage rate schedule for Pierce County at the time services are performed.

## SCOPE OF WORK (CONTINUED)

### PHASE 04 – MANAGEMENT RESERVE FUND

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

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

### REIMBURSABLES

Reimbursable expenses will include:

- Fees for reprographics services/printing costs, postage and mailing, subconsultant/vendor services;
- Mileage at the current IRS rate, recording fees.

### ASSUMPTIONS AND CONDITIONS

1. This Scope of Services and associated fee schedule are based on the assumption that PARAMETRIX will assist the CITY with providing construction observation services upon written request from the CITY. The Scope of Services and associated fee schedule for Project Management, Construction Administration and Documentation, and Construction Observation is based on a time and materials not to exceed budget (see estimated effort attached). Work beyond that time has not been included in the costs for this Scope of Services and would be considered additional or extra work. If the project is delayed, the Contractor works more than 8 hours a day, the Contractor works on unworkable or non-working days, or the project's working days exceed this time, then the effort needed to provide construction services by PARAMETRIX will need to be increased. The CITY and PARAMETRIX will work closely to optimize this additional-required level of effort by PARAMETRIX.
2. Normal working day and night work hours shall be in accordance (Monday through Friday 8:00 AM – 5:00 PM). Saturday, Sunday, and holidays, plus nighttime work may be required at the request of the CITY and for work performed on those days, reimbursement shall be in accordance with the hourly rates contained within this proposal.
3. PARAMETRIX shall not be responsible for the Contractor's construction means, methods, techniques, sequences or procedures, or safety precautions and programs except as otherwise provided in this Scope of Services. PARAMETRIX shall not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. PARAMETRIX will endeavor to identify and guard the CITY against defects and deficiencies in the work of the Contractor, but it is understood that PARAMETRIX does not and cannot guarantee the performance of the Contractor.

EXHIBIT A

**SCOPE OF WORK (CONTINUED)**

4. PARAMETRIX will advise the CITY of work that does not conform to the contract documents. When considered necessary or advisable to determine the proper implementation of the intent of the contract documents, PARAMETRIX will advise the CITY of the need for special inspection, testing of any work, or direct CITY participation in the inspection work. PARAMETRIX may authorize, subject to the prior approval of the CITY, such special testing or inspection in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed.
  
5. PARAMETRIX has prepared this Scope of Services and related cost spreadsheet with the assumption that a reasonable, competent, and responsive Contractor is selected by the CITY for the project. PARAMETRIX assumes that the CITY, PARAMETRIX, and the Contractor will work under normal project conditions and the environment, and PARAMETRIX agrees to work professionally to enhance this condition.

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

	James R. Dugan	Shannon D. Thompson	Shannon E. Hill	EXHIBIT Corp Finance Project Accountant	David A. Ironmonger	Scott D. Spees	Jared Kemnitz	Robert J. Spliers	
	Sr Consultant	Sr Construction Mgr	Sr Project Control Specialist	Corp Finance Project Accountant	Survey Supervisor	Surveyor III	Surveyor III	Surveyor II	

\$180.00 \$155.00 \$115.00 \$95.00 \$135.00 \$95.00 \$125.00 \$85.00

Phase	Task	Description	Labor Dollars	Labor Hours	Expenses									
1		<b>Construction Support</b>	<b>\$223,280.00</b>		<b>\$7,274.90</b>									
	01	Project Mgmt	\$189,370.00	1,386	\$5,681.10	20	720	640	6					
	02	Observation	\$26,460.00	180	\$793.80		144	36						
	03	Construction Staking	\$7,450.00	74	\$800.00				4	40	14	16		
	04	Management Reserve Fund	\$25,000.00	0	\$0.00									
<b>Totals:</b>			<b>\$248,280.00</b>	<b>0</b>	<b>\$7,274.90</b>	<b>20</b>	<b>864</b>	<b>676</b>	<b>6</b>	<b>4</b>	<b>40</b>	<b>14</b>	<b>16</b>	<b>0</b>
<b>Project Totals:</b>			<b>\$255,554.90</b>											
						<b>\$3,600.00</b>	<b>\$133,920.00</b>	<b>\$77,740.00</b>	<b>\$570.00</b>	<b>\$540.00</b>	<b>\$3,800.00</b>	<b>\$1,750.00</b>	<b>\$1,360.00</b>	<b>\$0.00</b>

\$223,280.00

**Assumptions**

<b>TSK 01</b>	<b>Project Mgmt and Administration</b>	Time line 6/22/14 -7/31/15
<b>Weeks</b> 40	This task is budgeted for 40 Weeks of the contract. The effort is based on the average weekly hours needed to manage the project as stated in the SOW. This is a time and materials not to exceed contract. No additional work beyond the presented Budgets will be performed with out prior authorization from the City.	
<i>hrs./w</i> 18	Sr Construction Manager	
<i>hrs./w</i> 16	Sr Project Controls Specialist	
<i>hrs./w</i> 0.5	Sr Consultant	


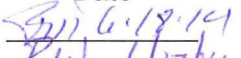
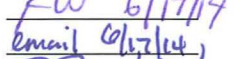
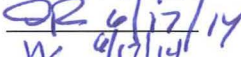
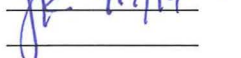

<b>TSK 02</b>	<b>Construction Observation</b>	Time line 6/22/14 -7/31/15
<b>Weeks</b> 36	This task is budgeted for approximately 36 weeks of the contract. This effort shown provide a budget to assist the cities construction inspector when needed. This is a time and materials not to exceed contract. No additional work beyond the presented Budgets will be performed with out prior authorization from the City.	
<i>hrs./w</i> 0	Contract Manager	
<i>hrs./w</i> 0	Sr Construction Manager	
<i>hrs./w</i> 1	Sr Project Controls Specialist	
<i>hrs./w</i> 4	Construction Observer	
<i>hrs./w</i> 0	Office Administrative Support	

<b>TSK 03</b>	<b>Construction Survey</b>	Time line
<b>Weeks</b>	This task is budgeted for the duration of the lab building and is specific to the attached scope.	
<i>hrs./w</i>	Survey Supervisor	
<i>hrs./w</i>	Surveyor III	
<i>hrs./w</i>	Surveyor II	
<i>hrs./w</i>	Surveyor III	
<i>hrs./w</i>	Office Administrative Support	

**Direct Costs (Expenses) = 3% of labor budget (Tasks 01-02) Task 3 expenses are part of the survey budget.**  
 This is a time and materials not to exceed contract. No additional work beyond the presented Budgets will be performed with out prior authorization from the City. Direct cost is an estimate for expenses it is not meant to be a lump sum . Only actual expenses will be billed to Task 4



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

<p><b>Subject:</b> Hearing Examiner Consultant Services Contract.</p> <p><b>Proposed Council Action:</b> Authorize the Mayor to execute a contract with Stephen Causseaux and McCarthy and Causseaux, Inc., P.S. for hearing examiner services to the City.</p>	<p><b>Dept. Origin:</b> Planning</p> <p><b>Prepared by:</b> Jennifer Kester, Planning Director </p> <p><b>For Agenda of:</b> June, 23, 2014</p> <p><b>Exhibit:</b> Contract</p> <p><b>Concurred by Mayor:</b> _____</p> <p><b>Approved by City Administrator:</b> _____</p> <p><b>Approved as to form by City Atty:</b> _____</p> <p><b>Approved by Finance Director:</b> _____</p> <p><b>Approved by Department Head:</b> _____</p>	<p>Initial &amp; Date</p> <p> 6/18/14</p> <p> 6/17/14</p> <p> 6/17/14</p> <p> 6/17/14</p> <p> 6/17/14</p>
---	---	---

<b>Expenditure Required</b>	0	<b>Amount Budgeted</b>	N/A – Pass Through	<b>Appropriation Required</b>	\$ 0
-----------------------------	---	------------------------	--------------------	-------------------------------	------

**INFORMATION/BACKGROUND**

In 2011, the City entered into a consultant services contract with McCarthy, Causseaux, Hurdelbrink, Inc., P.S. for hearing examiner series. That contract has expired a new contract is needed. Stephen Causseaux serves as the City's primary hearing examiner. Mr. Causseaux is an attorney with over 25 years of experience as a hearing examiner. In addition to serving as the City's hearing examiner for the last 3 years, he has been Pierce County's hearing examiner for many years. The Planning Department would like Mr. Causseaux and his firm to continue as our hearing examiner. As part of the new contract, Mr. Causseaux fees will be raised from \$120.00 to \$150.00/hour. Furthermore, his firm has changed names to McCarthy and Causseaux Inc., P.S.

**FISCAL CONSIDERATION**

In 2008, the City Council approved a master fee schedule that requires project applicants to pay the full cost of hearing examiner services. Therefore, there is no fiscal impact to the City for hearing examiner services.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a contract with Stephen Causseaux and McCarthy and Causseaux, Inc., P.S. for hearing examiner services to the City.

## LAND USE HEARING EXAMINER SERVICES AGREEMENT

The parties to this Agreement are Stephen K. Causseaux Jr., and McCarthy and Causseaux, Inc., P.S., hereinafter referred to as the "Hearing Examiner" and the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as the "City."

### RECITALS

WHEREAS, the City desires to contract with the Hearing Examiner for Hearing Examiner services as set forth in this Agreement, and the Hearing Examiner agrees to perform such services; and

WHEREAS, the Hearing Examiner warrants that he is an attorney licensed by the State of Washington, and is a member in good standing with the Washington State Bar, Now Therefore, the parties agree as follows:

### AGREEMENT

Section 1. Performance of Duties. The Hearing Examiner shall at all times faithfully, and to the best of his ability and experience, perform all of the duties that are required of him pursuant to the expressed and implicit terms of this Agreement, and the rules of professional conduct. The provisions of chapter 17.10 of the Gig Harbor Municipal Code (as it now exists or may hereafter be amended) and RCW 35A.63.170 are incorporated into this Agreement as if fully set forth herein.

In addition to the duties set forth in chapter 17.10 of the Gig Harbor Municipal Code, the Examiner may be requested to attend one City Council meeting annually. During this meeting, which shall be scheduled in advance with the City Council, the Examiner shall provide a summary of his services in the past year, together with any suggestions for changes to procedure or codes. The Council shall have the opportunity to provide the Examiner with feedback on his performance under this Agreement.

Section 2. Compensation. The City shall compensate the Hearing Examiner for handling the hearings and administrative duties assigned to him by the City as follows:

A. The Examiner shall provide services to the City at an hourly rate of one hundred twenty dollars (\$150.00) per hour for his performance of the duties described herein. This includes travel time not to exceed one half hour per hearing date. Deputy Hearing Examiner services shall be provided at an hourly rate of one hundred dollars (\$100.00) per hour. Secretarial services provided by



the Examiner shall be at an hourly rate of fifty dollars (\$50.00) per hour. In the event that a hearing clerk is provided by the Examiner the hourly rate for the hearing clerk shall be twenty five dollars (\$25.00) per hour.

B. The Hearing Examiner shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute, and the parties shall resolve the matter pursuant to Section 9 herein.

### Section 3. Liability Insurance.

A. The Hearing Examiner 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 performance of the work hereunder by the Hearing Examiner, its agents, representatives, or employees.

B. Hearing Examiner's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Hearing Examiner to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. Hearing Examiner shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Hearing Examiner's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Hearing Examiner's profession.

D. Minimum Amounts of Insurance. Hearing Examiner shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.



3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Hearing Examiner's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Hearing Examiner's insurance and shall not contribute with it.

2. The Hearing Examiner's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Hearing Examiner shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Hearing Examiner before commencement of the work.

Section 4. Hearing Examiner Pro Tem. In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner must inform the Planning Director and Mayor of such need. The Hearing Examiner shall inform the Planning Director and Mayor at least one month in advance of any hearing in which the Hearing Examiner Pro Tem is required. The Mayor may decide not to approve the use of an Examiner Pro Tem suggested in this manner, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Mayor may decide to authorize the use of another Hearing Examiner by separate contract.

Section 5. Qualifications and Independent Contractor Status.

A. Throughout the term of this Agreement, the Hearing Examiner shall be an attorney licensed by the State of Washington and be a member in good standing with the Washington State Bar.

B. The Hearing Examiner is an independent contractor and shall provide professional services to the City pursuant to this Agreement. The Examiner is not an employee of the City, and shall be responsible for paying federal income tax and other taxes, fees or other charges imposed by law upon independent contractors from compensation paid to them by the City. The Hearing Examiner

shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement. The Hearing Examiner shall be solely and entirely responsible for his acts during the term of this Agreement. The Examiner shall be subject to the rules of conduct for municipal officials (chapter 42.23 RCW) and the relevant personnel policies of the City, as well as the Code of Professional Conduct.

Section 6. Indemnification. The Hearing Examiner 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 fees, arising out of or resulting from the acts, errors or omissions of the Hearing Examiner in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 property caused by or resulting from the concurrent negligence of the hearing Examiner and the City, its officers, officials, employees, and volunteers, the Hearing Examiner's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Hearing Examiner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hearing Examiner's waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 7. Term. This Agreement shall commence on June 24th, 2014 and terminate on June 23rd, 2015, unless earlier terminated as provided in this Agreement. This Agreement may be terminated by the City or the Hearing Examiner with or without cause by providing a thirty (30) day written notice of termination to the other party.

Section 8. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners, to contract for additional hearing examiner services in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall be interpreted to prohibit such future appointments. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Hearing Examiner in the future, regardless of whether the Hearing Examiner shall be within the term of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

Section 9. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, who shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Hearing Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

Section 10. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

Section 11. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

Section 10. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Hearing Examiner:        Stephen K. Causseaux Jr.  
   902 South 10<sup>th</sup> Street  
   Tacoma, WA 98405

City:                             Jennifer Kester, Planning Director  
   City of Gig Harbor  
   3510 Grandview Street  
   Gig Harbor, WA 98335  
   (253) 851-6170


Section 11. Waiver and Modification. No waiver or modification of this Agreement shall be valid unless in writing and executed by the duly authorized representatives of the parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said provision in the Agreement, and the same shall remain in full force and effect.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF GIG HARBOR

HEARING EXAMINER

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

By  \_\_\_\_\_  
Stéphen K. Causseaux Jr.

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Angela G. Summerfield , City Attorney



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

**Subject:** 2014 Pavement Maintenance & Repair—Consultant Services Contract with Krazan & Associates, Inc. and Public Works Contract with Lakeridge Paving Company, LLC

**Dept. Origin:** Public Works *de*

**Proposed Council Action:**

- Authorize the Mayor to execute a Public Works Contract with Lakeridge Paving Company, LLC in an amount not exceed \$233,049.50 for the award of the Base Bid from the Project Contract Documents; and
- Authorize the City Engineer to approve additional expenditures up to \$15,000 to cover any Public Works Contract change orders; and
- Authorize the Mayor to Execute a Consultant Services Contract with Krazan & Associates, Inc. in an amount not-to-exceed \$9,114.80.

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

**For Agenda of:** June 23, 2014

**Exhibits:** Public Works Contract and Consultant Service Contract

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Public Works Dir.:**

**Approved by City Engineer:**

Initial & Date

*SM 6/19/14*  
*RW 6/19/14*  
*as per email 6/18/14*  
*CD 6/19/14*  
*MD 6/19/14*  
*6/18/14*

Expenditure Required	Amount Budgeted	Appropriation Required
\$ 257,164.30	\$ 200,000.00 <i>See Committee Recommendation Below</i>	\$0.00

**INFORMATION/BACKGROUND**

The 2014 Pavement Maintenance and Repair project includes the asphalt overlay on Vernhardson Street between the limits of North Harborview Drive and the Masonic Temple along with the installation of a new flashing beacon crosswalk in the vicinity of Wheeler street, and the consultant services contract agreement is for professional materials testing services during construction.

**BID RESULTS**

The 2014 Pavement Maintenance and Repair Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for the Base Bid was \$248,012.00. A total of six (6) bid proposals were received by the City of Gig Harbor on June 18, 2014. Bid results from each bidder are summarized below showing a total bid amount for all Bid Schedules, including Washington State sales tax (WSST).



BIDDER	TOTAL BID AMOUNT
1. Lakeridge Paving, LLC	\$ 233,049.50
2. Puget Paving and Construction, Inc.	\$ 235,725.00
3. Miles Resources, LLC	\$ 263,043.00
4. AA Asphaltting Inc.	\$ 297,805.00
5. Tucci & Sons Inc.	\$ 333,207.50
6. Lakeside Industries, Inc.	\$ 471,360.00

**FISCAL CONSIDERATION**

The 2014 City Budget's Street Operating Fund (101) has allocated the following for this project:

2014 Budget for Street Operating Fund for 2014 Pavement Maintenance & Repair (Objective No. 4)	\$ 200,000.00
HBZ Funding	\$59,664.30
Anticipated 2014 Expenses	
Sitts & Hill Consultant Services Contract for Right-of-way Survey	(\$ 2,500.00)
Krazan Testing Consultant Services Contract for Material testing	(\$ 9,114.80)
Lakeridge Paving Construction contract	(\$ 233,049.50)
City Engineer Change Order Authority	(15,000)
Remaining 2014 Budget =	(\$ 0.00)

**BOARD OR COMMITTEE RECOMMENDATION**

Staff had apprised the Public Works Committee at the April 17, 2014 meeting that the engineer's estimate was in excess of the 2014 budget allocation of \$200,000 and that this project was a candidate for the use of Hospital Benefit Zone (HBZ) funds to fund any project costs overages in excess of the \$200,000. The Committee at the recommendation of staff concurred that the City should allocate the HBZ funds towards this project.

**RECOMMENDATION/MOTION**

**Move to:**

1. Authorize the Mayor to execute a Public Works Contract with Lakeridge Paving Company, LLC in an amount not exceed \$233,049.50 for the award of the Base Bid; and
2. Authorize the City Engineer to approve additional expenditures up to \$15,000 to cover any Public Works Contract change orders; and
3. Authorize the Mayor to Execute a Consultant Services Contract with Krazan & Associates, Inc. in an amount not-to-exceed \$9,114.80.

---

**PUBLIC WORKS CONTRACT**

**2014 PAVEMENT MAINTENANCE AND REPAIR PROJECT  
CSP-1402**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of June, 2014, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Lakeridge Paving Company, LLC, organized under the laws of the State of Washington, located and doing business at, P.O. Box 8500, Covington, WA 98042 hereinafter called the "Contractor."

**WITNESSETH:**

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of repair and maintenance of asphalt concrete roadways within the City of Gig Harbor. This work requires the repair of deteriorated sections of asphalt concrete roadway, placement of new roadway subgrade, planning of bituminous pavement, placement of new hot mix asphalt, raising utilities to finish grade, installing ADA pedestrian ramps, installing traffic markings and other work, all in accordance with the **attached** Contract Plans, Special Provisions, and the Standard Specifications, including the schedule of prices in the "Proposal," the sum of Two Hundred Thirty-Three Thousand Forty-Nine Dollars and Fifty Cents (\$233,049.50), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
  2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
  3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
  4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2014 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.
  5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
-

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

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

CITY of GIG HARBOR:

CONTRACTOR:

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

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

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

ATTEST:

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

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

APPROVED FOR FORM:

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

---



**PROFESSIONAL SERVICES CONTRACT**  
**(Architects, Engineers, Land Surveyors, Landscape Architects)**  
**BETWEEN THE CITY OF GIG HARBOR AND**  
**KRAZAN & ASSOCIATES, Inc.**

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

**RECITALS**

WHEREAS, the City is presently engaged in the Testing and Inspection for Pavement Maintenance and Repair project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Nine Thousand One Hundred Fourteen Dollars and Eighty Cents (\$9,114.80.00) 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 on or before 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:

City of Gig Harbor

Krazan & Associates, Inc.  
ATTN: Jeffrey Bowers  
1230 Finn Hill Road NW, Suite A  
Poulsbo, WA 98370  
(360)598-2126

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: *Jeff Bowers*  
Its: CONS-SVCS. MMR

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

**Subject:** City of Gig Harbor Traffic Demand Model and Impact Fee Update —Consultant Services Contract with Transportation Services, Inc.

**Proposed Council Action:** Authorize the Mayor to execute a Consultant Services Contract with Transportation Services, Inc. for an amount not to exceed \$124,660.00.

**Dept. Origin:** Public Works

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

**For Agenda of:** June 23, 2014

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

	Initial & Date
<b>Concurred by Mayor:</b>	<i>SM</i> 6/19/14
<b>Approved by City Administrator:</b>	<i>RW</i> 6/19/14
<b>Approved as to form by City Atty:</b>	Per email 6/18/14
<b>Approved by Finance Director:</b>	<i>CF</i> 6/19/14
<b>Approved by Public Works Dir.:</b>	<i>SM</i> 6/18/14
<b>Approved by City Engineer:</b>	<i>SM</i> 6/18/14

<b>Expenditure Required</b>	\$ 124,660.00	<b>Amount Budgeted</b>	\$ 125,000.00	<b>Appropriation Required</b>	\$0
-----------------------------	---------------	------------------------	---------------	-------------------------------	-----

**INFORMATION/BACKGROUND**

This contract provides for the updating of the Citywide traffic demand model to simulate not only current roadway volumes and intersection levels of service or capacity, but also models twenty year, 2035, roadway capacities as well. The results from this model will be used to identify new roadway capital improvement projects necessary in both the near and long term timeframes and those improvements that will serve as the baseline information for the Citywide Transportation Improvement Plan and the Traffic Impact Fee update as well.

Additionally, in 2015 the City will be embarking on a City Comprehensive Plan update of all its facilities and the results of this modeling and recommended capital improvements will serve as the basis of the contents for the Comprehensive Plan update of which an identified list of capital non-motorized facilities will be identified and included in the Plan update.

**FISCAL CONSIDERATION**

The 2014 City Budget's Street Operating Fund (101) has allocated the following for this project:

2014 Budget for Street Operating Fund for 2035 Model, Impact Fee and Transportation Plan Update (Objectives No. 2, 7 and 11)	\$ 125,000.00



Anticipated 2014 Expenses	
Transportation Services, Inc. Consultant Services Contract for 2035 Model, Impact Fee and Transportation Plan Update	(\$124,660.00)
Remaining 2014 Budget =	\$ 340.00

**BOARD OR COMMITTEE RECOMMENDATION**

The Public Works Committee was apprised of this upcoming contract during the discussion of the Six Year Transportation Plan.

**RECOMMENDATION/MOTION**

**Move to:** Authorize the Mayor to execute a Consultant Services Contract with Transportation Services, Inc. for an amount not to exceed \$ 124,660.00.



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

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

**RECITALS**

WHEREAS, the City is presently engaged in the City of Gig Harbor 2035 Model, Impact Fee, and Transportation Plan Update and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Twenty-Four Thousand Six Hundred Sixty Dollars and Zero Cents (\$124,660.00) 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 on or before 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:  
Transportation Solutions, Inc.  
ATTN: Victor Salemann  
8250 165<sup>th</sup> Avenue NE, Suite 100  
Redmond, WA 98052  
425-883-4134 ext. 120


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

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

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

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

CONSULTANT

By:   
Its: PRESIDENT

CITY OF GIG HARBOR

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Scope of Work

### City of Gig Harbor 2035 Model, Impact Fee, and Transportation Plan Update

#### Transportation Solutions Inc.

#### Task 1 Project Management

Provide ongoing project management, subconsultant management, prepare monthly invoices and progress reports.

#### Task 2 2035 Travel Demand Model Development

Build a citywide 2035 demand model and perform up to four 2035 land use and transportation improvements scenario tests. Use the 2035 model to perform a rigorous analysis of the existing long range transportation project list and recommend capital project revisions to the list.

##### Task 2.1 Obtain and Input 2035 Land Use Data (Up to four (4) scenarios)

Work with city staff to establish 2035 land use scenarios by Traffic Area Zones (TAZ) for the city limits and potential annexations areas. Use regional data interpolations for external growth estimates.

##### Task 2.2 Obtain and Code 2035 Roadway Network (Up to four (4) scenarios)

Work with city staff to code the existing Transportation Capital Improvement Plan (CIP) and develop three additional Transportation CIP's in support of the land use scenarios developed in Task 2.1.

##### Task 2.3 Build and Test 2035 VISUM Forecasting Model

Build the base 2035 VISUM model with four 2035 land use alternatives and four 2035 roadway network versions. Calibrate and validate for proper operation. Prepare a Model Documentation Report outlining the data sources utilized, and assumptions made in the development of the 2035 model in accordance with NCHRP guidance for travel demand model development and consistent with the assumptions and methodology used in the city's current VISUM Concurrency model.

#### Task 3 2035 Transportation Level of Service Evaluation

Test various land use and transportation network scenarios (up to eight variations) for consistency with adopted or proposed city transportation Level of Service standards. The purpose of this evaluation is to develop a transportation plan that is consistent with the proposed land use plan.

##### Task 3.1 Prepare Link and Intersection Level of Service (LOS Analysis for up to 8 eight combinations

Test the current Transportation CIP against the four land use scenarios developed in Task 2.1 and test them against the current Transportation CIP and three additional Transportation CIP's that could provide alternative projects to address near term or long term deficiencies.

##### Task 3.2 Update Citywide Pipeline Intersection and Link Operational Models

Test the current Transportation TIP against the current traffic demand model and additional Transportation TIP projects that could provide alternative projects to address near term deficiencies.

##### Task 3.3 Develop Citywide 2035 Link and Intersection Operational Models

Use the 2035 VISUM model to input volume data into an updated segment (link) and intersection model to test concurrency for the 2035 land use and network scenarios.

Scope of Work  
City of Gig Harbor 2035 Model, Impact Fee, and Transportation Plan Update  
Transportation Solutions Inc.

#### Task 4 Transportation Impact Fee Update

Update the current City enacted roadway transportation impact fee and develop a separate impact fee for non-motorized projects and attend one City Public Works Committee and two City Council meetings to adopt the impact fee update.

##### Task 4.1 Update Roadway Transportation Impact Fee (TIF)

Update the roadway transportation impact fee to reflect new growth forecasts, actual costs of recently constructed impact fee projects and/or new impact fee eligible projects

##### Task 4.2 Develop Non-Motorized Transportation Impact Fee

Develop an impact fee for non-motorized projects consistent with GMA requirements that considers non-motorized LOS, excludes existing deficiencies and is reasonably related to the impacts of new growth. Investigate the recovery of previous investments in non-motorized projects.

#### Task 5. Develop Non-Motorized Transportation Plan

Assist with the development of a Non-Motorized Transportation Plan for the City to become the new chapter of the updated Transportation Element of the City's Comprehensive Plan.

##### Task 5.1 Develop Non-motorized Policies and LOS Standards

Work with city staff to establish non-motorized LOS based upon a measurable standard for which the demand and impact of growth can be assessed.

##### Task 5.2 Create an Inventory of Existing Non-motorized Facilities

Use available data supplied by the city supplemented with minimal field reviews to develop an inventory of non-motorized facilities.

##### Task 5.3 Forecast 2035 Non-motorized LOS

Using the LOS policies developed in Task 5.1, forecast 2035 non-motorized LOS for the preferred Land Use scenario

##### Task 5.4 Identify Actions Needed to Bring Facilities in Compliance

Identify projects needed correct existing deficiencies and to achieve non-motorized concurrency.

##### Task 5.5 Draft Non-motorized Chapter for Transportation Element

Prepare a draft non-motorized plan including a summary of work completed in Tasks 5.1 through 5.4

##### Task 5.6 Final Non-motorized Chapter for Transportation Element

Finalize the non-motorized chapter based upon public and agency input.

#### Task 6. Transportation Plan Update and Comprehensive Plan Support

Work with the City in an advisory capacity related to the Transportation Element Update to address regional policies, such as consideration of non-motorized LOS or other strategies, including revisions to the Traffic Impact Fee ordinance revisions. Provide related assistance and recommendations to the City.



## Scope of Work

### City of Gig Harbor 2035 Model, Impact Fee, and Transportation Plan Update

#### Transportation Solutions Inc.

Work with the city to update the plan as required to be consistent the PSRC Transportation Element requirements.

#### Task 6.1 Update Land Use Assumptions

Update the transportation element to reflect the adopted 2035 land use plan.

#### Task 6.2 Update Inventory Existing Transportation Facilities

Update the inventory data and associated graphics in the transportation element.

#### Task 6.3 Review/Update LOS Standards

Document any LOS policy changes identified in the 2035 model analyses.

#### Task 6.4 Identify Actions Needed to Bring Facilities in Compliance

Update the existing deficiencies tables and graphics and recommended actions to correct them.

#### Task 6.5 Forecast Future Traffic Based on Land Use Alternatives

Summarize the results of the 2035 VISUM modeling

#### Task 6.6 Identification of Local System Needs

Update the Transportation CIP to reflect system needs for 2035 based upon the preferred land use plan.

### Task 7 Meetings and Public Involvement

Attend meetings as requested to presenting findings, obtain public input or present the draft and final plan.

### Task 8 Additional Services

The city may request additional services in writing, subject to additional fees. These services could include analysis of additional 2035 land use/network scenarios, additional public involvement, evaluation of additional LOS methods, additional support with project cost estimating, additional data collection such as bike or pedestrian counts or parking turnover rates, simulating new roadway extensions or other tasks requested by the city.

#### Schedule

Task 1 Project Management	July 2014 – February 2015
Task 2 2035 Model Development	July-September 2014
Task 3 2035 Transportation Level of Service Evaluation	September-October 2014
Task 4 Transportation Impact Fee Update	November 2014-February 2015
Task 5 Develop Non-Motorized Transportation Plan	September-November, 2015
Task 6 Transportation Plan Update and Comprehensive Plan Support	November 2014-February 2015
Task 7 Meetings and Public Involvement	As needed
Task 8 Extra Services	TBD

DEA Anticipated Work Task(s)	DEA Estimated Hours							Total Costs	
	PIC \$225.00	PM \$235.00	Sr. Engr \$150.00	Engr \$130.00	Tech \$ 95.00	Admin \$ 95.00	Acct \$ 95.00		
<b>Task 1 Project Management</b>			6			6	10	\$ 2,420.00	
<b>Task 2 2035 Travel Demand Model Development</b>								\$ 22,800.00	
Task 2.1 Obtain and Input 2035 Land Use Data (Up to four (4) scenarios)			16					\$ 2,400.00	
Task 2.2 Obtain and Code 2035 Roadway Network (Up to four (4) scenarios)			16					\$ 2,400.00	
Task 2.3 Build and Test 2035 VISUM Forecasting Model			120					\$ 18,000.00	
<b>Task 3 2035 Level of Service Evaluation</b>								\$ 8,400.00	
Task 3.1 Prepare Link and Intersection LOS Analysis for up to 8 eight combinations			24					\$ 3,600.00	
Task 3.2 Develop Citywide Pipeline Intersection and Link Operational Models			8					\$ 1,200.00	
Task 3.3 Develop Citywide 2035 Link and Intersection Operational Models			24					\$ 3,600.00	
<b>Task 4 Transportation Impact Fee Update</b>								\$ 11,760.00	
Task 4.1 Update Roadway Transportation Impact Fee (LOS)			8	32				\$ 5,360.00	
Task 4.3 Develop Non-Motorized Transportation Impact Fee			8	40				\$ 6,400.00	
<b>Task 5. Develop Non-Motorized Transportation Plan</b>								\$ 2,700.00	
Task 5.1 Develop Non-motorized Policies and LOS Standards								\$ -	
Task 5.2 Create an Inventory of Existing Non-motorized Facilities								\$ -	
Task 5.3 Forecast 2035 Non-motorized LOS			18					\$ 2,700.00	
Task 5.4 Identify Actions Needed to Bring Facilities in Compliance								\$ -	
Task 5.5 Draft Non-motorized Chapter for Transportation Element								\$ -	
Task 5.6 Final Non-motorized Chapter for Transportation Element								\$ -	
<b>Task 6. Transportation Plan Update and Comprehensive Plan Support</b>								\$ -	
Task 6.1 Update Land Use Assumptions								\$ -	
Task 6.2 Update Inventory Existing Transportation Facilities								\$ -	
Task 6.3 Review/Update LOS Standards								\$ -	
Task 6.4 Identify Actions Needed to Bring Facilities in Compliance								\$ -	
Task 6.5 Forecast Future Traffic Based on Land Use Alternatives								\$ -	
Task 6.6 Identification of Local System Needs								\$ -	
<b>Task 7 Meetings and Public Involvement</b>								\$ -	
<b>Task 8 Extra Work</b>								\$ -	
<b>Hours</b>	<b>0</b>	<b>0</b>	<b>248</b>	<b>72</b>	<b>0</b>	<b>6</b>	<b>10</b>	<b>\$ -</b>	<b>\$ 48,080.00</b>

TSI Anticipated Work Task(s)	TSI Estimated Hours							TSI Costs	
	PIC \$225.00	PM \$235.00	Sr. Engr \$150.00	Engr \$130.00	Tech \$ 95.00	Admin \$ 95.00	FA \$ 95.00		
<b>Task 1 Project Management</b>	2	16					12	\$ 5,350.00	
<b>Task 2 2035 Travel Demand Model Development</b>								\$ 2,350.00	
Task 2.1 Obtain and Input 2035 Land Use Data (Up to four (4) scenarios)		4						\$ 940.00	
Task 2.2 Obtain and Code 2035 Roadway Network (Up to four (4) scenarios)		2						\$ 470.00	
Task 2.3 Build and Test 2035 VISUM Forecasting Model		4						\$ 940.00	
<b>Task 3 2035 Level of Service Evaluation</b>								\$ 1,410.00	
Task 3.1 Prepare Link and Intersection LOS Analysis for up to 8 eight combinations		2						\$ 470.00	
Task 3.2 Develop Citywide Pipeline Intersection and Link Operational Models		2						\$ 470.00	
Task 3.3 Develop Citywide 2035 Link and Intersection Operational Models		2						\$ 470.00	
<b>Task 4 Transportation Impact Fee Update</b>								\$ 8,660.00	
Task 4.1 Update Roadway Transportation Impact Fee (LOS)		8				4		\$ 2,260.00	
Task 4.3 Develop Non-Motorized Transportation Impact Fee		24				8		\$ 6,400.00	
<b>Task 5. Develop Non-Motorized Transportation Plan</b>								\$ 42,120.00	
Task 5.1 Develop Non-motorized Policies and LOS Standards		12	16			2		\$ 5,410.00	
Task 5.2 Create an Inventory of Existing Non-motorized Facilities		2			8	2		\$ 1,420.00	
Task 5.3 Forecast 2035 Non-motorized LOS		12	40			2		\$ 9,010.00	
Task 5.4 Identify Actions Needed to Bring Facilities in Compliance		8	40			2		\$ 8,070.00	
Task 5.5 Draft Non-motorized Chapter for Transportation Element		24	48			24		\$ 15,120.00	
Task 5.6 Final Non-motorized Chapter for Transportation Element		4	8			10		\$ 3,090.00	
<b>Task 6. Transportation Plan Update and Comprehensive Plan Support</b>								\$ 10,580.00	
Task 6.1 Update Land Use Assumptions		2				2		\$ 660.00	
Task 6.2 Update Inventory Existing Transportation Facilities		4				2		\$ 1,130.00	
Task 6.3 Review/Update LOS Standards		8				12		\$ 3,020.00	
Task 6.4 Identify Actions Needed to Bring Facilities in Compliance		4				12		\$ 2,080.00	
Task 6.5 Forecast Future Traffic Based on Land Use Alternatives		2				12		\$ 1,610.00	
Task 6.6 Identification of Local System Needs		4				12		\$ 2,080.00	
<b>Task 7 Meetings and Public Involvement</b>		26						\$ 6,110.00	
<b>Task 8 Extra Work</b>								\$ -	
<b>Hours</b>	<b>2</b>	<b>176</b>	<b>152</b>	<b>0</b>	<b>8</b>	<b>106</b>	<b>12</b>	<b>\$ -</b>	<b>\$ 76,580.00</b>

**Contract Summary**

	<b>TSI</b>	<b>DEA</b>	<b>Total</b>
<b>Personnel Hours</b>	<b>456</b>	<b>336</b>	<b>792</b>
<b>Cost</b>	<b>\$76,580.00</b>	<b>\$48,080.00</b>	<b>\$124,660.00</b>



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

<p><b>Subject:</b> Second Reading of Ordinance increasing the size of the Park Commission.</p> <p><b>Proposed Council Action:</b> Adopt Ordinance No. 1296 and bylaws at the second reading.</p>	<p><b>Dept. Origin:</b> Public Works</p> <p><b>Prepared by:</b> Jeff Langhelt, PE Public Works Director</p> <p><b>For Agenda of:</b> June 23, 2014</p> <p><b>Exhibits:</b> Ordinance and By-laws</p>
	<p>Initial &amp; Date</p> <p><b>Concurred by Mayor:</b> <i>[Signature]</i> 6/16/14</p> <p><b>Approved by City Administrator:</b> <i>[Signature]</i> 6/16/14</p> <p><b>Approved as to form by City Atty:</b> <i>[Signature]</i> 6/16/14 <small>VIA EMAIL 6/16/14</small></p> <p><b>Approved by Finance Director:</b> <i>[Signature]</i> 6/16/14</p> <p><b>Approved by Department Head:</b> <i>[Signature]</i> 6/16/14</p>

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

**INFORMATION/BACKGROUND**

At the February 22, 2014 Council Retreat the City Council requested Public Works consider increasing the number of the Parks Commission members from five to seven. At the April 2, 2014 Parks Commission meeting this increase was considered.

The Gig Harbor City Council and the City's Parks Commission subsequently discussed the topic at their joint work study session on May 19, 2014. Some of the benefits of increasing the size of the Parks Commission to seven members presented at the joint work study session included better operational continuity, broader input base, and reduced the burden of individual commission members.

The attached ordinance and bylaws identify changes necessary for the Parks Commission increase from five to seven members and correct minor discrepancies based on previous name and position changes. This includes a modification of the ordinance from the first reading that identifies only two of the member positions at any one time are open to residents located within the UGA. See Section 1 of the ordinance.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The number of members was reviewed by the Parks Commission at their April 2, 2014 meeting and by both the City Council and the Parks Commission at the joint work study session on May 19, 2014.

**RECOMMENDATION/MOTION**

Adopt Ordinance No. 1296 and bylaws at the second reading

**ORDINANCE NO. 1296**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO INCREASING THE SIZE OF THE PARKS COMMISSION FROM FIVE TO SEVEN MEMBERS AND CLARIFYING THE CITY'S RESPONSIBLE REPRESENTATIVE; AMENDING SECTIONS 2.50.010, 2.50.040, AND 2.50.060(B) OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

---

WHEREAS, the Gig Harbor City Council and the City's Parks Commission discussed at their joint work study session on May 19 the benefits of maintaining the current size of the Parks Commission at five members or increasing the size to seven members; and

WHEREAS, some of the benefits of increasing the size of the Parks Commission to seven members includes better operational continuity, broader input base, and reduced the burden of individual commission members; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on June 9, 2014.

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

Section 1. Section 2.50.010 - Amended. Section 2.50.010 of the Gig Harbor Municipal Code is hereby amended as follows:

- A. The city of Gig Harbor parks commission, consisting of ~~five~~ seven members, appointed by a vote of the majority of the city council, is hereby established.
- B. The purpose of the parks commission is to advise the mayor and city council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the city council.
- C. Commission members shall initially be selected for staggered terms. Three commissioners or their successors will serve a one-, two- or three-year term based on the position, except that Position 7 shall initially serve a two-year term. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission



members' terms shall expire on March 31st and all successive terms shall commence on April 1<sup>st</sup>.

D. Commission Appointments.

1. Appointments to the parks commission will be by the city council during a regularly scheduled meeting.
2. Each member of the commission shall be a resident of the city of Gig Harbor or residing within the City's urban growth area (UGA) at the time of appointment and throughout her or his time in office. At no time shall there be more than two residents of the UGA serving on the commission. When reviewing appointments to the parks commission, residents of the city of Gig Harbor will be given preference.
3. ~~2.~~—The council shall seek the advice and input of the commission prior to making any commission appointments.

E. Vacancies occurring other than through the expiration of terms shall be filled by the council, in consultation with the parks commission, within 90 days of the vacancy, for the unexpired term.

F. Members may be removed by the city council for any reason.

Section 2. Section 2.50.040 - Amended. Section 2.50.040 of the Gig Harbor Municipal Code is hereby amended as follows:

A majority of the members of the commission shall constitute a quorum. A quorum of the commission shall be necessary to legally act on any matter before the commission. For a ~~five~~ seven-member commission, a quorum is ~~three~~ four members.

Section 3. Section 2.50.060(B) - Amended. Section 2.50.060(B) of the Gig Harbor Municipal Code is hereby amended as follows:

The director of ~~operations~~ public works shall be responsible for providing administrative and staff services for the commission.

Section 4. 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 5. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 23<sup>rd</sup> day of June, 2014.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela G. Summerfield

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



**BYLAWS OF THE ~~FRIENDS OF THE PARKS~~  
COMMISSION OF THE  
CITY OF GIG HARBOR**

**ARTICLE I  
ORGANIZATION OF THE COMMISSION**

1. A new Chairperson and Vice Chairperson shall be selected by and from the members of the Commission at the beginning of each term, or as soon thereafter as feasible.
2. In the event of the resignation of the Chairperson, the Vice-Chairperson shall assume the office of Interim Chairperson until the Commission elects a new chairperson. In the event of the resignation of the Vice-Chairperson the Commission shall expeditiously appoint a new officer to fill the position. In the absence of the Chairperson, the Vice-Chairperson shall conduct the meeting.
3. The Chairperson shall preside at all Commission meetings and have the powers generally assigned such office in conducting the meetings. It shall be the Chairperson's duty to see that the transaction of Commission business is in accord with law and with these Bylaws.
4. The Director of ~~Operations~~ Public Works, or a designee, shall serve as Executive Secretary of the Commission. The Executive Secretary shall keep the minutes of all regular, recessed and special meetings of the Commission; such minutes shall be approved by the Commission. The Executive Secretary shall give notice of all regular and special meetings to ~~Friends of~~ The Parks Commission members, shall prepare the agenda of regular and special meetings, and shall serve notice of all meetings and public hearings through the City Clerk or Assistant City Clerk. The City Clerk or Assistant City Clerk shall maintain a file of all studies, plans, reports, recommendations and official records of the Commission.

**ARTICLE II  
MEETINGS**

1. Special meetings of the Commission may be called by the Chairperson and must be called upon written request of any ~~three~~ four members of the Commission. Written notice of such a meeting and its purpose shall be given to all members not less than twenty-four hours in advance thereof, and the same notice shall be posted in City and at the city's regular posting locations and on the city website.

2. Any regular meeting may be recessed to a definite time and place by a majority vote of the Parks and Recreation Commission members present at the meeting.
3. To provide a fair and efficient forum for the conduct of business at Friends of The Parks Commission meetings, meeting will be conducted in accordance with Robert's Rules of Order, and shall include the following rules:
  - a. No person shall address the Commission without first obtaining recognition from the Chairperson.
  - b. The order of business shall be as prescribed on the agenda. Changes to the agenda order shall be approved by majority vote of Commissioners present.
  - c. In instances where a written staff report has been prepared, the staff representative upon recognition by the Chairperson shall present the report for the record.
  - d. Following the presentation of the staff report the Commission shall be afforded to question the staff regarding the material in the report.
  - e. After questioning of the staff is completed the Chairperson may recognize the applicant or proponent of that item of business to speak. Following the proponents remarks, any other person wishing to speak on the matter may be recognized by the chairperson.
  - f. Once any person has spoken in regard to a specific matter before the Commission, he/she shall not be recognized to speak again until all persons wishing to speak have been given the first opportunity to do so.
  - g. Following the presentation by each speaker, the Friends of The Parks Commission shall be afforded the opportunity to question the speaker regarding the information presented by the speaker.

**ARTICLE III**  
**VOTING AND ACTIONS OF THE COMMISSION**

1. At all meetings of the Commission, each member shall have one vote on each motion. The Chairperson shall have one vote and shall enjoy the same opportunity to vote as afforded to all other Commission members. Voting shall be by a simple majority. There shall be no voting by proxy. No matter may be voted upon unless the matter has been discussed at a previous meeting of the Commission.

2. Each formal action of the Commission shall be written in a formal motion which will be entered verbatim into the Minutes. The Chairperson shall, at the Chairperson's discretion or at the request of any Commission member, read the motion before the motion is voted on, as provided for in Section 1 above.

#### **ARTICLE IV COMMITTEES**

1. The ~~Friends of the~~ Parks Commission may establish from time to time such standing or special committees as it deems advisable and assign each committee specific duties or functions. Each standing committee shall consist of a maximum of four members. Each special committee shall consist of a minimum of five ~~four~~ members, the members can not be a current commissioner, and all members of the commission shall be residents of the City of Gig Harbor or residing within the City's urban growth boundary at the time of appointment and throughout their time in office. No standing or special committee shall have the power to commit the ~~Friends of The~~ Parks Commission to the endorsement of any plan or program without its submission to, and the approval of, the body of the Commission.

#### **ARTICLE V AMENDMENTS**

1. These Bylaws may be amended, from time to time, at the discretion the City Council. The commission may recommend revisions to the bylaws subsequent any regular March or September meeting.

#### **CERTIFICATION**

The undersigned Secretary of the City of Gig Harbor ~~Friends of The~~ Parks Commission does hereby certify that the above and foregoing Bylaws have been duly adopted by the members of said Commission as the Bylaws of said Commission, said Bylaws having been adopted on \_\_\_\_\_, 20\_\_.

---

Secretary of City of Gig Harbor  
~~Friends of the~~ Parks Commission



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

**Subject:** Second Reading of Ordinance  
No 1297 – 2014 Comprehensive Plan  
Amendment – The Harbor Element

**Proposed Council Action:** Adopt Ordinance  
No. 1297.

**Dept. Origin:** Planning Department

**Prepared by:** Lindsey Sehmel, AICP  
Senior Planner

*LS*

**For Agenda of:** June 23, 2014

**Exhibits:** Draft ordinance with attachments

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*SW 6/18/14*  
*RW 6/18/14*  
*6/18/14 - email*  
*N/A*  
*XK 6/18/14*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The attached ordinance reflects the proposed amendments to the new Element of the Comprehensive Plan titled “The Harbor”. This amendment is reflective of the work that was done in regards to the Harbor Vision committee and public input received in 2011 and 2012 and is the next step in the process begun by the Mayor and City Council.

**Active Application:**

**PL-COMP-13-0002 – The Harbor Element**

**Summary:** A text amendment to the Comprehensive Plan, incorporating a new element that recognizes and defines a specific area which encompasses the historic residential and commercial areas around the waterfront and labels it as “The Harbor”. It also incorporates the adopted Vision Statement that envisions the community’s respect for the area’s past and its aspirations for the future. Additionally, it incorporates goals and policies to further define and protect the core values and achieve the aspirations for “The Harbor”. This amendment is sponsored by the City of Gig Harbor.

City Council held a public hearing on the proposed ordinance on June 9, 2014.

**POLICY ANALYSIS**

The process for Comprehensive Plan amendment (Chapter 19.09) states that the City Council shall consider the criteria found in GHMC 19.09.170 and make written findings regarding each application’s consistency or inconsistency with the criteria. Those amendments which are consistent with the criteria should be approved. The applicable criteria for approval are included in the ordinance.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 24, 2013 per WAC 197-11-340(2). The appeal period for the DNS expired on September 22, 2013.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

Planning Commission recommendation is attached as Exhibit A to Ordinance No. 1297.

**RECOMMENDATION / MOTION**

Adopt Ordinance No. 1297.

**ORDINANCE NO. 1297**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, ADDING A NEW ELEMENT TO THE COMPREHENSIVE PLAN TITLED "THE HARBOR"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

---

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in December 2004; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, except under circumstances not applicable here, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, on April 8, 2013, the City Council evaluated the comprehensive plan amendment applications submitted for the 2013 annual cycle, held a public hearing on such applications, and forwarded the Harbor Element policies comprehensive plan amendment (PL-COMP-13-0002) to the Planning Commission for further processing in the 2013 Comprehensive Plan annual cycle; and

WHEREAS, the staff notified the Washington State Department of Commerce of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on July 24, 2013, pursuant to RCW 36.70A.106; and

WHEREAS, on July 24, 2013 the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for comprehensive plan amendment applications, pursuant to WAC 197-11-340(2); and

WHEREAS, on January 30, 2014 the Planning Commission held an open house and public hearing on the proposed amendments; and

WHEREAS, on March 3, 2014 the City Council and Planning Commission held a joint study session meeting to discuss the proposed amendments; and

WHEREAS, the Planning Commission finalized their recommendation on May 1, 2014; and

WHEREAS, a notice of public hearing was published per GHMC 19.09.110 on May 28, 2014 in the local newspaper; and

WHEREAS, the Gig Harbor City Council had a first reading and Public Hearing of an Ordinance implementing the recommendations for The Harbor Element on June 9, 2014; and

WHEREAS, the Gig Harbor City Council had a second reading of an Ordinance implementing the application and amending the Comprehensive Plan on June 23, 2014, 2014;

Now, Therefore,

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

Section 1. Comprehensive Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following application was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** Gary Glenn, Downtown Waterfront Alliance.

D. **Criteria for Approval.** The process for Comprehensive Plan amendments (Chapter 19.09) states that the City Council shall consider the criteria found in GHMC 19.09.170 make written findings regarding the applications consistency or inconsistency with the criteria. The criteria found in GHMC 19.09.170 are as follows:

**19.09.170 Criteria for approval.**

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable inter-jurisdictional policies and agreements, and/or other state or local laws; and

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

D. The proposed amendment advances the public interest; and

E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:

1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or

d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met; and

2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and

3. The proposed amendment will not create a demand to change land use designations of other properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

**E. Applications. The City Council hereby enters the following findings and conclusions for each application:**

**1. PL-COMP-13-0002 – The Harbor Element**

Summary: A text amendment adding a new element in the Comprehensive Plan to incorporate goals and policies that address the Harbor Vision adopted by City Council in late 2012. This amendment is sponsored by the City of Gig Harbor.

Findings:

- a) The addition of the proposed goals and policies to encourage and enhance the downtown area provides more specificity on how the following goals could be accomplished. The City Council finds that the proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan.
- b) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.



- c) The Growth Management Act allows comprehensive plans to include optional elements, which can include subarea plans that are consistent with the comprehensive plan. (RCW 36.70A.080). The City Council finds the Harbor Element is consistent with the remainder of the Comprehensive Plan.
- d) The City Council finds that the proposed policies do not adversely affect the City's transportation facilities. Instead the policies help support improvements to the city's transportation facilities.
- e) The City Council finds that the infrastructure, facilities and services needed are currently in place to meet current land use assumptions for the growth potential of the City.
- f) City Council finds that his amendment serves the public interest by adding policies to encourage the protection and development of The Harbor through the implementation of the Harbor Vision for the citizens and users of Gig Harbor.
- g) Criterion GHMC 19.06.170(e) does not apply to this process.

Conclusion: After consideration of the materials in the file, staff presentation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application **PL-COMP-13-0002**, as identified in **Exhibit A** attached to this Ordinance.

Section 2. Transmittal to State. The Planning Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Commerce Department within ten days of adoption, pursuant to RCW 36.70A.106.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 23rd day of June 2014.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

---

Angela G. Summerfield

FILED WITH THE CITY CLERK: 06/04/14  
PASSED BY THE CITY COUNCIL: 06/23/14  
PUBLISHED: 07/02/14  
EFFECTIVE DATE: 07/07/14  
ORDINANCE NO. 1297



DEVELOPMENT SERVICES  
**NOTICE OF RECOMMENDATION**

**CITY OF GIG HARBOR PLANNING COMMISSION  
PL-COMP-13-0002**

**TO:** Mayor Guernsey and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** PL-COMP-13-0002 – The Harbor Element

---

This action is the next step in the process begun by the Mayor and City Council in 2011 to develop a community vision for “downtown” Gig Harbor and create a framework for its achievement. Throughout the various public forums held during the process it has become clear that, while the community desires additional services in areas around the waterfront, any change should respect Gig Harbor’s basic core values. The Vision Statement adopted by the City Council in December 2012 defined those values. The action proposed herein:

- a. Recognizes and defines a specific area which encompasses the historic residential and commercial areas around the waterfront and labels it as “The Harbor”.
- b. Incorporates the “Vision Statement” that envisions the community’s respect for the area’s past and it’s aspirations for the future.
- c. Incorporates goals and policies to further define and protect core values and achieve the aspirations.

Having held 12 work study sessions, an open house and public hearing on January 30, 2014, and a joint City Council/Planning Commission work session on March 3, 2014 the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** the following Comprehensive Plan amendment:

**PL-COMP-13-0002: The Harbor Element.** Adding a new element to the Comprehensive Plan that aligns with the adopted vision statement.

**Please see Attachment “A” – Copy of complete proposed chapter.**

**CRITERIA FOR APPROVAL**

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The Planning Commission has determined that criterion E does not apply as the proposal is not a land use amendment and does not increase the density or intensity of permitted

development. The recommendation is based on the following analysis of the applicable criteria:

*A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and*

The addition of the proposed goals and policies to encourage and enhance the downtown area provides more specificity on how the following goals could be accomplished.

Goals:

**2.2** Define Identity and create community based urban form: *The new element incorporates specific goals and policies relating to the identified "Harbor" neighborhood. The goals and policies proposed for adoption stem from the results of the community visioning process and are specific to the identified area.*

**3.19** To assure consistency between zoning regulations and historic preservation objectives: *The new element contains goals and policies to balance the pressures of growth with the adopted design standards and historic preservation guidelines. In addition to residential regulations, the new element provides goals and policies to increase public awareness of historic impacts to the community.*

*B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and*

The Planning Commission finds that the proposed policies are consistent with the Growth Management Act, Vision 2040 and the Pierce County Countywide Planning Policies as follows:

The Growth Management Act allows comprehensive plans to include optional elements, which can include subarea plans that are consistent with the comprehensive plan. (RCW 36.70A.080). The Planning Commission finds the Harbor Element is consistent with the remainder of the Comprehensive Plan.

Vision 2040 calls for supporting the development of centers within all jurisdictions, including town centers and activity nodes (MPP-DP-11)

The adopted Countywide Planning Policies support the development of high quality, compact communities that; impart a sense of place, preserve local character, provide for mixed uses and choices in housing types, and encourage walking, bicycling, and transit use. (Goal CU-1)

*C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and*

The Planning Commission finds that the proposed policies do not adversely affect the City's transportation facilities. Instead the policies help support improvements to the city's transportation facilities.

*D. The proposed amendment advances the public interest; and*

This amendment serves the public interest by adding policies to encourage the protection and development of The Harbor through the implementation of the Harbor Vision for the citizens and users of Gig Harbor.

Harris Atkins, Chairman  
Planning Commission  Date 5/1/2014

cc: Planning File



## Chapter 3 THE HARBOR

### Introduction

Gig Harbor’s downtown is widely recognized as quaint, charming, and historic. And although the City’s remaining historic structures are modest in size, materials, and form, they represent an important cultural identity that continues to draw visitors, shoppers, and residents to the area. That draw created economic pressures on the City and ultimately required the City to grow in the North and Westside of town to accommodate the needs of the new citizens without impacting the downtown character and form.

In response to concerns of growth to the downtown area, in 1992, the City of Gig Harbor held public forums to discuss the future of the downtown. It was evident from the forum that citizens like our small town scale, and favored development that reflects the town's historic form of architecture and natural environment. In 1996, design standards were established to preserve and enhance the character of the City. In 2009, a downtown inventory of historic structures<sup>1</sup> was completed. The Inventory provided an Intensive- Level Survey of Historic Resources used for 2012’s second public visioning exercise that resulted in creation of a vision statement and boundary map for what is now defined as “The Harbor”. Both were adopted by City Council in December of 2012.

It is the intent of this chapter to address the community’s desires, their concerns for future development and how to best preserve the beauty found in downtown Gig Harbor. The following goals and policies reflect extensive public input and outreach that spans decades of work. It provides a framework for the future, allowing growth and vitality to occur in a manner that does not impact The Harbor’s historical context.

### The Harbor Vision

*Shaped by our maritime heritage, the Harbor is a reflection of our past and the foundation for our future. The Harbor is:*

- *A vibrant place where residents, visitors and boaters enjoy a walkable waterfront, picturesque views, and the natural environment.*
- *A place that celebrates and perpetuates the character and traditions of a working waterfront and preserves historic neighborhoods.*
- *A place that supports and values local retail shops and services.*
- *A place that provides services for recreational and commercial boating.*

*The Harbor is a place where people live, work, play, shop and explore.*

---

<sup>1</sup> The 2009 Downtown Historic Inventory is available for review at Gig Harbor Planning Department and can be found on the Washington State WISSARD database.





The Harbor area as discussed in this chapter is outlined in blue on the map above.



## THE HARBOR VISION GOALS AND POLICIES

It is the City’s desire to have mixed uses along the waterfront in Gig Harbor area’s including those commercial endeavors such as commercial fishing, boating, marine shops and services, restaurants and retail shops, as well as residential uses which provide the bay’s unique appeal. Continue to develop and enhance the recreation, tourism and marine industries along Gig Harbor waterfront as an economic asset in a manner that will enhance the public enjoyment of and public access to the bay.

### Circulation

**GOAL 3.1: Provide the opportunity to walk, bike, and utilize public transportation to move the residents, visitors, and boaters in a safe and orderly fashion in The Harbor.**

3.1.1. Facilitate pedestrian access throughout The Harbor by linking the public park system for an inviting pedestrian experience.

3.1.2. Support and plan for public transportation opportunities and work in collaboration with public transit to establish “around town” transit service throughout the year, allowing residents, visitors and boaters accessibility to and from The Harbor.

### Walkability

**GOAL 3.2: Create and maintain a pedestrian-friendly environment throughout The Harbor by emphasizing safety, maintenance, and comfort.**

3.2.1. Limit the speed limit for traffic throughout The Harbor to calm traffic.

3.2.2. Maintain stop signs and existing levels of services for vehicular transportation.

3.2.3. Incorporate features to facilitate pedestrian crossing and increase visibility for both drivers and pedestrians.

3.2.4. Provide amenities such as landscaping, common areas, seating areas, lighting, waste containers and signage in keeping with The Harbor’s character and scale.

3.2.5. Promote a clean and healthy walkable environment.

### Views

**GOAL 3.3: Protect the views of the bay from within The Harbor area and from the bay toward The Harbor.**

3.3.1. Require waterfront developments to provide for additional docks, paths, walkways, overlooks, picnic and seating areas, fishing piers or areas, overlooks, and viewpoints as outlined in the City’s Shoreline Management Program.

3.3.2. Establish a program that would provide incentives for view corridors that exceed



requirements.

3.3.3. Explore opportunities to underground utility lines throughout The Harbor.

3.3.4. Recognize that trees and vegetation are assets; allow trees and vegetation to be a part of the view both from the water and towards the water. Panoramic views, when they occur, are not intended to be void of trees and vegetation, even in the foreground.

- a) Limited numbers of trees and shrubs should not be considered an obstruction to a view.
- b) Recognize that every tree impacts someone's view to one degree or another.

3.3.5. Establish landscape standards that support the desire to view the bay while walking and driving along Harborview and North Harborview Drive throughout The Harbor area.

### **Natural Environment**

**GOAL 3.4: Protect the native and built environment from degradation and pollution, and require low impact development where feasible.**

3.4.1. Encourage open waters and sustainable land development and building practices in the construction of new development.

3.4.2. Develop measures to conserve native vegetation along shorelines.

Maintaining well-vegetated shorelines is preferred over clearing vegetation to create views or provide lawns. Limited and selective clearing for views and lawns should be allowed where slope stability and ecological functions are not compromised. Trimming and pruning are generally preferred over removal of native vegetation.

3.4.3. Establish environmental protection incentives to strengthen the ecological functions in The Harbor.

3.4.4. Preserve and protect habitat which provides the shoreline's unique value, including the Crescent Creek and Donkey Creek estuaries, and critical saltwater habitats which include kelp beds, eelgrass beds, spawning and holding areas for forage fish such as surf smelt and sand lance, sand spits, mud flats, and areas with which priority species have a primary association.

3.4.5. Maintain or enhance the quantity and quality of surface and ground water by effectively managing the location, construction, operation, and maintenance of all shoreline uses and developments.

### **City Properties & Parks**

**GOAL 3.5: Establish and manage a well-balanced system of public properties along the waterfront of The Harbor to meet the needs and desires of the community.**

3.5.1. Create complementary parks and uses throughout The Harbor. Balance services and active recreational uses for all users of the park system.

3.5.2. Develop existing publicly owned shoreline properties to provide additional public access where appropriate. Create a mixture of active and passive recreational uses that do not intrude on the natural features of the shoreline or the residential neighborhoods.

3.5.3. Coordinate with outside public and private agencies and organizations to acquire and preserve additional public shoreline and open water access.

3.5.4. Maintain that publically owned parks are available for public use and uses that provide the greatest public benefit of citizens and visitors alike.

### **Historic Character**

**GOAL 3.6: Retain and protect the unique character of historic business and residential neighborhoods within The Harbor.**

3.6.1. Maintain the Design Manual to reflect the traditional characteristics of The Harbor.

3.6.2. Establish and define the integrity of small planning areas which have common boundaries, uses and concerns using transition land-use areas and buffers/open space.

3.6.3. Establish design standards and development regulations shall recognize and complement neighborhood characteristics.

- a) Adopt setback, height and building size standards which reflect historic development patterns.
- b) Review minimum lot size standards and impervious coverage requirements to allow development patterns consistent with historic densities.
- c) Regarding lot division, address size compatibility with historical standards.

3.6.4. Define standards which encourage building forms consistent with existing historic designs (e.g., massing, roof styles and scale).

3.6.5. Respect existing topography and minimize visual impacts of site grading.

Existing topography should be maintained while still providing usable yards and open space. Retaining walls, when necessary, should be terraced and enhanced and/or screened to minimize their visual impact.

### **Historic Scale**

**GOAL 3.7: Encourage maintenance and/or adaptive reuse of existing structures. If existing structures cannot be practically preserved or modified, ensure that re-development complement the human form and historically recognized scale of commercial and residential structures within The Harbor.**

3.7.1. Allow retention of existing heights, setbacks and massing of historic structures which are renovated.

3.7.2. Maintain an appropriate scale and relationship between structures in residential and commercial neighborhoods, and specifically at points where the zones meet.



3.7.3. Floor area ratio standards should be established for the distinct historical neighborhoods and districts. This would require new development to maintain a reasonable proportion of building to lot size.

3.7.4. Encourage houses which engage the neighborhood through front porch design, window placement, etc.

3.7.5. Encourage quality building materials that reflect Gig Harbor's historic structures.

3.7.6. Support architectural design that respects and complements the built environment in relation to the history and cultural aspects of The Harbor.

3.7.7. Properties considered eligible for the City's historic register have an important historical value to the community and should be carefully preserved as close to their original form as possible.

3.7.8. Adopt zoning, financial and design incentives and adaptive re-use provisions for eligible properties and those listed on the City's Historic Register in order to streamline the permitting to encourage preservation of such structures.

3.7.9. Design Standards should allow for adaptive reuse.

3.7.10. Refine historic district zoning boundaries to better reflect each historic district or neighborhood.

### Design

**GOAL 3.8: Promote the highest quality design standards for future development within The Harbor which recognize the unique historic character and structures of The Harbor.**

3.8.1. Emphasize active public orientation of structures by providing common areas and direct access from surrounding public areas (street and water ward). Discourage blank walls and privacy fences.

3.8.2. Develop incentives to encourage mixed-use structures in commercial areas and nodes.

3.8.3. Incorporate visual points of interest into building and landscape design that is viewable from the public street. Design landscaping to complement the site design and not create visual barriers.

3.8.4. Minimize asphalt coverage along waterfront parcels.

Standard parking requirements have prompted removal of structures characteristic of Gig Harbor's historical development and have encouraged bleak expanses of asphalt along the waterfront. To counter this trend consideration should be given to:

- a) Revised parking standards for waterfront districts.
- b) Development of off-site parking areas, public and private, and/or shared parking areas.

- c) Use of low impact development paving materials.
- d) Parking standards shall respect neighborhoods and limit impacts.

**3.8.5.** Maintain a balance in land use development so that from a number of viewpoints any single structure does not overpower or detract from the others. Maintain a human scale so that new structures do not overpower existing development and do not dominate the existing character in terms of size, location or appearance.

### **Cultural Heritage**

**GOAL 3.9: Support and enhance recognition of the cultural heritage of The Harbor.**

**3.9.1.** Support the commercial fishing fleet as a significant cultural resource.

**3.9.2.** Identify, preserve, enhance, and promote the evolution of Gig Harbor's multicultural heritage, human history of the City and its neighborhoods, traditions, and cultural features including historic sites, buildings, artworks, objects, views, and monuments.

**3.9.3.** Identify and incorporate significant historic and cultural lands, sites, artifacts, and facilities into the public waterfront.

**3.9.4.** Support the development of collaborative educational programs that focus on The Harbor's cultural heritage.

**3.9.5.** Support the efforts of organizations which provide cultural programs and activities to the public.

**3.9.6.** Encourage the owners of historic sites and structures to provide increased public access through the establishment of an incentive program or as mitigation for new site development.

**3.9.7.** Support and promote the signage of landmarks to educate the public on Gig Harbor's culture and history.

### **Vibrancy**

**GOAL 3.10: Support the diversity of The Harbor through a balance of uses.**

**3.10.1.** Retain and support a mix of uses including fishing, boating, retail, commercial, and residential uses.

**3.10.2.** In order to meet the needs of current and future residents, promote job/housing balance in The Harbor.

**3.10.3.** Encourage appropriate commercial and retail services at street level to improve the pedestrian experience.

**3.10.4.** Increase residential mixed use in commercial nodes.

**3.10.5.** Create a balance between services, amenities, and uses within The Harbor to be



accessible by all.

### **Housing**

**GOAL 3.11: Encourage the development of a variety of housing types, sizes, and densities compatible with the neighborhoods within The Harbor in order to accommodate the diverse needs of residents.**

**3.11.1.** Support development that provides a mix of attached and detached housing units.

**3.11.2.** Ensure that standards for attached and detached accessory dwelling units on a single family lot enhance the character of the established neighborhood.

**3.11.3.** Promote fair and equal access to housing for all persons and prohibit any activity that results in discrimination in housing.

### **Economic Vitality**

**GOAL 3.12: Support and encourage a strong, diversified, and sustainable economy, while respecting the natural and cultural environment and preserving/enhancing the quality of life in the community.**

**3.12.1.** Identify and amend current regulations and procedures that inhibit economic vitality within The Harbor.

**3.12.2.** Work with the downtown businesses, property owners and community groups to establish a stronger economic base in The Harbor.

**3.12.3.** Support the establishment of additional parking opportunities through the development of a public parking structure or a shared parking program, without sacrificing or impacting the historical structures and waterfront.

**3.12.4.** Encourage historic preservation and cultural conservation that supports economic development.

### **Economic Diversity**

**GOAL 3.13: Support local efforts to retain existing businesses and attract new businesses that provide a diversity of products and services desired by Gig Harbor residents and visitors.**

**3.13.1.** Identify and encourage sectors of the economy within The Harbor where opportunity might exist to create additional jobs and identify potential strategies for attracting employment.

**3.13.2.** Encourage local business development opportunities through the promotion of small business programs and reuse of structures, particularly for small startup businesses which may be owned by or employ local residents.

**3.13.3.** Provide reasonable guidelines and standards for the siting of home-based businesses in residential neighborhoods. Ensure that home-based businesses do not alter or impact the

residential character of neighborhoods.

3.13.4. Encourage evening activities in the commercial districts.

3.13.5. Support the establishment of small-scale entertainment venues for little theater and musical performances.

### Revitalization

**GOAL 3.14: Increase economic opportunities through the revitalization of and reinvestment in properties.**

3.14.1. Assist with planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within The Harbor.

3.14.2. Encourage and support the revitalization of commercial areas through a variety of incentives such as, but not limited to:

- a) Reduced fees for permits or utility connections; and
- b) Consideration of waivers from land use performance standards, as appropriate; and
- c) Multi-Family Tax Exemptions; and
- d) Reduced parking standards.

3.14.3. Help local private and public organizations structure special improvement districts including parking and business improvement authorities, local improvement districts, or other programs necessary for the effective revitalization of older business and commercial areas of The Harbor when such ventures provide public benefits and are appropriate to the long-range goals of the city.

### Maritime Services

**GOAL 3.15: Promote The Harbor, bay, and related waterfront lands with improvements and features that support uses related to commercial and recreational boating and water activities.**

3.15.1. Promote use of mixed use developments, buffer zone setbacks, common shoreline or dock improvements, and other innovative concepts which conserve, allow, or increase the possible retention of valuable fishing and recreational water activities within The Harbor.

3.15.2. Support the development of temporary docking facilities for visiting vessels, while retaining the open surface water area for watercraft circulation.

3.15.3. Recognize the need and support the development of a fuel dock for boating needs.

3.15.4. Encourage expansion of supportive service facilities (public showers, waste connections, etc.) within the bay for use of transient boaters, commercial fishing fleet, and residents alike.

3.15.5. Define and protect adequate navigation corridors and access within the bay.



**Commercial Fishing Fleet**

**GOAL 3.16: Promote and preserve the Gig Harbor commercial fishing fleet as a significant cultural and economic resource.**

**3.16.1.** Allow over-water, water-dependent development that directly supports the commercial fishing industry such as net sheds and load/unloading docks.

**3.16.2.** Allow and encourage commercial sales and services directly related to or supportive of the commercial fishing industry, such as marine fueling facilities and direct dock sales of sea food products.

**3.16.3.** Promote development or rehabilitation of facilities consistent with the fleets needs including retention and redevelopment of waterfront parcels that provide a substantial and direct contribution to the commercial fishing industry.

**3.16.4.** Promote the recognition of the commercial fishing industry as an important component of the economic, cultural, and community life of Gig Harbor through the continuing support of educational opportunities and community events.

**3.16.5.** Encourage important fleet supporting services and promote development of additional moorage and docking facilities consistent with the fleet's needs.

Attachment A



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

**Subject:** Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP) 2015-2020

**Proposed Council Action:**  
Approve the attached resolution adopting the 2015-2020 Six-Year Transportation Improvement Program (TIP)

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

**Prepared by:** Emily Appleton, P.E. *EAA 6.19.14*  
Senior Engineer

**For Agenda of:** June 23, 2014

**Exhibits:** Resolution, Map, Six-Year TIP 2015-2020 (Exhibit A)

	Initial & Date
<b>Concurred by Mayor:</b>	<i>JG 6/19/14</i>
<b>Approved by City Administrator:</b>	<i>RW 6/19/14</i>
<b>Approved as to form by City Atty:</b>	<i>via email 6.19.14</i>
<b>Approved by Finance Director:</b>	<i>DF 6/19/14</i>
<b>Approved by Public Works Dir.:</b>	<i>APD 6/19/14</i>
<b>Approved by City Engineer:</b>	<i>SE 6/19/14</i>

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

### INFORMATION/BACKGROUND

RCW 35.77.010 requires that local agencies prepare and adopt a comprehensive transportation program for the ensuing six calendar years that is consistent with the agency's comprehensive plan. This is commonly referred to as the Six-Year Transportation Improvement Program (TIP) and is required to be submitted annually to the state secretary of transportation. The criteria for receiving state and federal transportation project funding require the receiving agency to have a current approved Six-Year TIP. While a TIP represents the anticipated projects over a six-year period, the project undertaken in any given year are subject to the budget deliberation process.

In 2008, the City completed a rigorous capacity analysis of the City's roadway system which evaluated the future levels of service at intersections and capacity on roadway segments. From this analysis, a project list was developed and that addressed estimated future problem areas. This analysis is summarized in a Technical memorandum, titles: "Final Analysis of Gig Harbor Six-Year Transportation Improvement Projects (TIP) and Preliminary Recommendations", dated July 15, 2008.

In 2010, the City completed another rigorous analysis which evaluated the future levels of service at specific intersections in the vicinity of the SR16/Burnham/Borgen Interchange. This analysis is documented in the report entitled, "Gig Harbor SR16/Burnham/Borgen Interchange Transportation Study Final Report", dated June 2010. The report recommended several projects that are components of the SR16/Burnham/Borgen Interchange long-term project currently listed in the Transportation Element of the City of Gig Harbor Comprehensive Plan.

The conclusions from the 2008 and 2010 analyses, the approved Six-Year TIP from 2014 and the



approved 2014 Budget serve as the basis for the attached 2015-2020 Six-Year TIP. The changes include removing completed projects, shifting priorities (keeping projects in the same order to fill the removed project slots), updating the funding and expenditures to match the 2014 adopted budget and minor shifting of the projected dates to provide relatively balanced funding needs year to year. Additionally, a project was added to the TIP to represent the City's on-going roadway preservation program.

**FISCAL CONSIDERATION**

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the budgeting process and discussed during the future Transportation Impact Fee Schedule updated.

Depending upon the availability of funds and other considerations, at any time the Council may elect to fund more or fewer projects, and/or change project priorities.

**BOARD OR COMMITTEE RECOMMENDATION**

The proposed 2015-2020 Six-Year TIP was presented at the regularly scheduled Operations and Public Committee Meeting on June 19, 2014.

**RECOMMENDATION/MOTION**

**Move to:** Staff recommends Council approve the attached Resolution adopting the Six-Year Transportation Improvement program (2015-2020).

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.**

---

**WHEREAS**, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

**WHEREAS**, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

**WHEREAS**, a public hearing was held on the said Six-Year Transportation Improvement Program on June 23, 2014, and

**WHEREAS**, the City SEPA responsible official made an amended determination of non-significance for the adoption or implementation of the Six-Year Transportation Improvement Program,

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2015-2020 inclusive), a copy of which is attached hereto and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this 23<sup>rd</sup> day of June, 2014.

APPROVED:

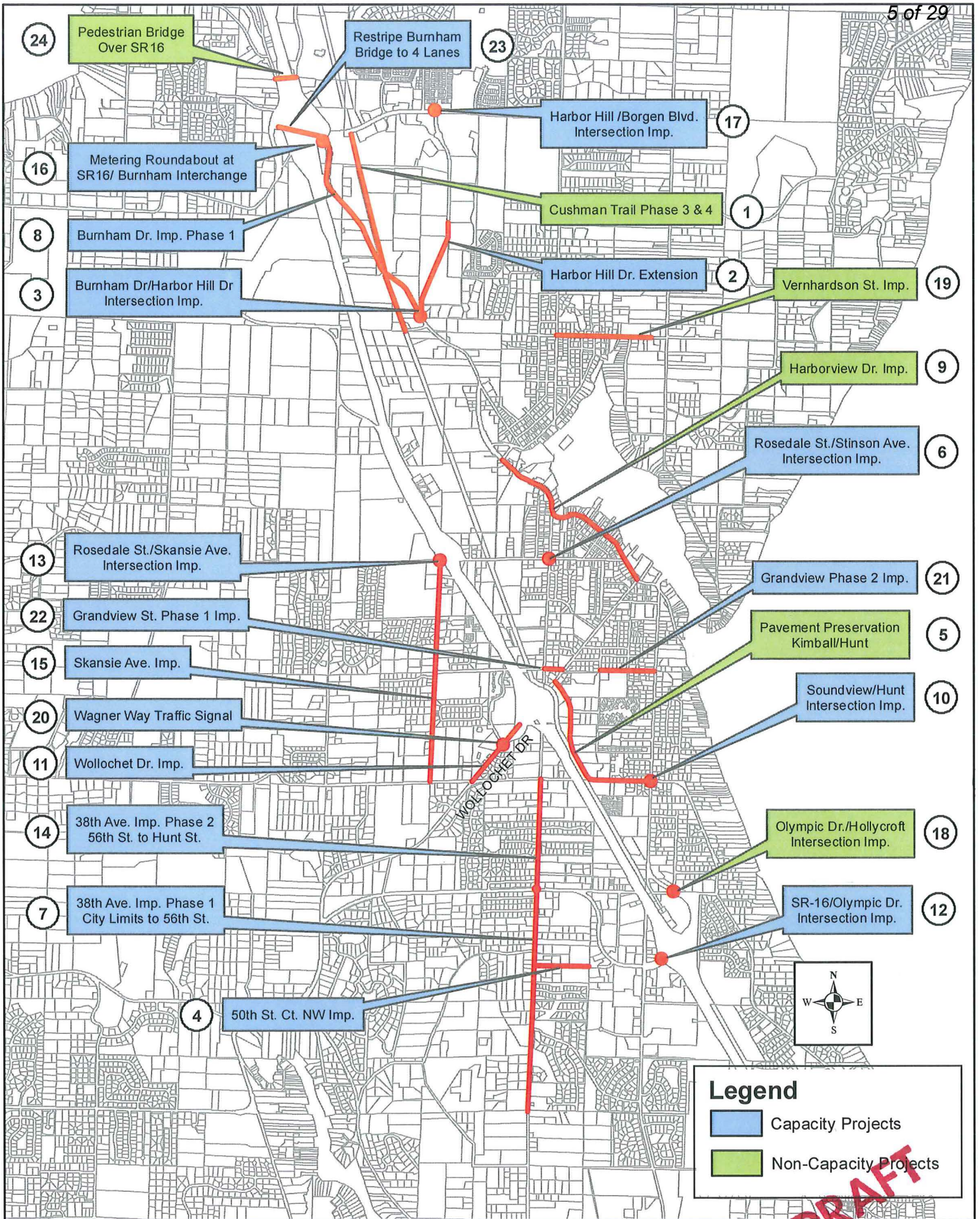
\_\_\_\_\_  
JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_





DRAFT





# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	1	/ 11WA(026) Cushman Trail - Phases 3 (96th to Burnham) and 4 (Burnham to Borgen) Generally within TPU right-of-way 96th Street to Burnham Drive  Construct the final mile of a six mile non-motorized regionally significant trail through Gig Harbor generally along the alignment of existing Tacoma Public Utility right-of-way. Phase 3 begins where the trail currently ends at 96th Street and continues north ~1/3 mile, to Burnham Drive. Phase 4 begins at Burnham Drive and continues north ~2/3 mile, connecting to a trailhead at Borgen Boulevard. Restrooms and public parking will also be provided. When completed, trail users will be able to traverse the north-south City limits and access businesses, shopping, transit facilities, libraries, parks, residential neighborhoods and the new regional hospital.	GIG-6	06/23/14				28		1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2015	CMAQ	663,000		0	250,000	913,000
S	CN	2015	Discretionary	552,200		0	1,405,000	1,957,200
Totals				1,215,200		0	1,655,000	2,870,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	415,000	0	0	0	0
Totals	415,000	0	0	0	0

Six Year Transportation Improvement Program  
From 2015 to 2020

**DRAFT**

Agency: Gig Harbor  
County: Pierce  
MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	2	Harbor Hill Drive Extension Harbor Hill Drive Terminus to Burnham Drive Complete the extension of Harbor Hill Drive to Burnham Drive. Potential for developer funds.	WA-05019	06/23/14				01	CGPST W	0.500	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2015		0		0	750,000	750,000
P	RW	2015	Discretionary	250,000	OTHER	250,000	250,000	750,000
P	CN	2015	Discretionary	2,900,000	PWTF	1,900,000	2,180,000	6,980,000
P	CN	2016	STP	1,000,000		0	0	1,000,000
Totals				4,150,000		2,150,000	3,180,000	9,480,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	500,000	0	0	0	0
RW	500,000	250,000	0	0	0
CN	0	2,000,000	4,180,000	1,800,000	0
Totals	1,000,000	2,250,000	4,180,000	1,800,000	0



## Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	3	Burnham Drive/Harbor Hill Dr Intersection Improvements Burnham Drive/Harbor Hill Drive to Improvements for intersection control at new Intersection once Harbor Hill Drive is constructed through to Burnham Drive. Conceptual design is a modern roundabout but final configuration is undetermined.	WA-05021	06/23/14				03	CG OPS TW		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2015		0		0	300,000	300,000
P	RW	2016		0		0	250,000	250,000
P	CN	2016	STP	500,000	TIB	500,000	600,000	1,600,000
<b>Totals</b>				<b>500,000</b>		<b>500,000</b>	<b>1,150,000</b>	<b>2,150,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	300,000	0	0	0	0
RW	0	250,000	0	0	0
CN	0	800,000	800,000	0	0
<b>Totals</b>	<b>300,000</b>	<b>1,050,000</b>	<b>800,000</b>	<b>0</b>	<b>0</b>





# Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	4	50th St Ct NW Improvements Phase 2 50th St Ct NW west of Olympic Drive to 38th Street Construct new 2-lane roadway with curb, gutter and sidewalks on one or both sides along with street illumination, on-street parking and associated storm water improvements.	WA-05013	06/23/14	06/23/14		947	03	GPSTW	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0	PWTF	150,000	0	150,000
P	CN	2016		0	TIB	700,000	50,000	750,000
<b>Totals</b>				<b>0</b>		<b>850,000</b>	<b>50,000</b>	<b>900,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	0	0	0	0
CN	0	750,000	0	0	0
<b>Totals</b>	<b>150,000</b>	<b>750,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	5	Pavement Preservation Program  to City-wide program for roadway pavement preservation. 2015/16: Kimball Drive/Hunt Street between Pioneer Way and Soundview Drive Other years are programmatic and represent average fund allocation (\$230k @ \$30k PE and \$200k CN) Future year's projects will be defined during the City budgeting process	WA-06769	06/23/14				05				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2015		0		0	50,000	50,000
S	CN	2015	STP	331,000		0	59,000	390,000
<b>Totals</b>				<b>331,000</b>		<b>0</b>	<b>109,000</b>	<b>440,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	30,000	30,000	30,000	60,000
CN	390,000	200,000	200,000	200,000	400,000
<b>Totals</b>	<b>440,000</b>	<b>230,000</b>	<b>230,000</b>	<b>230,000</b>	<b>460,000</b>

## Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	6	Rosedale and Stinson Intersection Improvements Rosedale Drive and Stinson Ave. to Construct left turn pocket on south leg Stinson for left turns onto WB Rosedale. Construct right-turn only lane on north leg of Stinson to WB Rosedale.	WA-05017	06/23/14				03	C P S T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	30,000	30,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>30,000</b>	<b>30,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	30,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000</b>



# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	7	38th Ave Improvements Phase 1 38th Avenue City Limits to 56th Street Complete design and construction of 2/3-lane section with turn pockets, bicycle lanes, curbs and gutters on one or both sides as necessary, landscaped planter strips or swales, sidewalk, storm sewer improvements, provisions for future lighting.	WA-05018	06/23/14				03	CGOPS TW	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	TIB	450,000	450,000	900,000
P	CN	2018	STP	2,500,000	TIB	2,500,000	900,000	5,900,000
<b>Totals</b>				<b>2,500,000</b>		<b>2,950,000</b>	<b>1,350,000</b>	<b>6,800,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	50,000	850,000	0	0
CN	0	0	0	3,000,000	2,900,000
<b>Totals</b>	<b>0</b>	<b>50,000</b>	<b>850,000</b>	<b>3,000,000</b>	<b>2,900,000</b>



## Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	8	Burnham Drive Phase 1 Burnham Drive Harbor Hill Dr Extension to SR-16 Interchange Reconstruction, including minor widening, turn lanes, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips and lighting.	WA-05020	06/23/14				03	C G O P S	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018	STP(U)	400,000	TIB	335,000	400,000	1,135,000
<b>Totals</b>				<b>400,000</b>		<b>335,000</b>	<b>400,000</b>	<b>1,135,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	35,000	1,100,000
RW	0	0	0	0	500,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,000</b>	<b>1,600,000</b>

Six Year Transportation Improvement Program  
From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
17	9	Harborview Drive Improvements Harborview Drive N. Harborview Drive to Pioneer Drive  Downtown surface improvements and beautification project. Provide widened sidewalks, landscaping and pedestrian benches at key intersections. Project to be constructed in phases. Programming reflects next phase PE starting in 2019 and CN in 2020.	WA-05033	06/23/14				06	CG P T	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2019		0		0	100,000	100,000
S	CN	2020		0	TIB	150,000	20,000	170,000
P	CN	2020		0	Ped/Bike Program	130,000	20,000	150,000
Totals				0		280,000	140,000	420,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
CN	0	0	0	0	320,000
Totals	0	0	0	0	420,000



# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
17	10	Soundview and Hunt Intersection Improvement Soundview Drive and Hunt Street to Construct new traffic signal at the intersection with associated left turn pockets. Requires coordination with Pierce County for east leg transition to match existing.	WA-05022	06/23/14				03	C P T		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	120,000	120,000
P	CN	2016		0		0	600,000	600,000
Totals				0		0	720,000	720,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	120,000	0	0	0
CN	0	600,000	0	0	0
Totals	0	720,000	0	0	0





# Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	11	Wollochet Drive Improvements Wollochet Drive Hunt Street to 500 ft east of Hunt Street Widen roadway to provide for 11 foot lanes, bicycle lanes, sidewalks, landscaping and illumination on at least one side of the roadway.	WA-05023	06/23/14				03	CGPST W	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	60,000	60,000
P	CN	2019	STP	400,000		0	200,000	600,000
<b>Totals</b>				<b>400,000</b>		<b>0</b>	<b>260,000</b>	<b>660,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	60,000
CN	0	0	0	0	600,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>660,000</b>



# Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
14	12	SR 16/Olympic Drive Intersection Improvements  to Widen to provide exclusive right-turn lane on each approach. Convert one existing through-lane on west approach to shared through-left turn lane. Adjust signal phasing as appropriate.	WA-05025	06/23/14				04			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	125,000	125,000
P	CN	2017		0	OTHER	350,000	350,000	700,000
<b>Totals</b>				<b>0</b>		<b>350,000</b>	<b>475,000</b>	<b>825,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	125,000	0	0	0
CN	0	0	700,000	0	0
<b>Totals</b>	<b>0</b>	<b>125,000</b>	<b>700,000</b>	<b>0</b>	<b>0</b>



# Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	13	38th Ave Improvements Phase II 38th Avenue 56th Street to Hunt Street Complete design and construction of a 2/3-lane section with left turn pockets, bicycle lanes, curbs and gutters as necessary, landscaped planter strip or swale and sidewalk on at least one side of the roadway, storm sewer improvements.	WA-05027	06/23/14				03	C G O P S T W	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0	PWTF	430,000	50,000	480,000
P	CN	2020	STP	2,400,000	TIB	2,400,000	800,000	5,600,000
<b>Totals</b>				<b>2,400,000</b>		<b>2,830,000</b>	<b>850,000</b>	<b>6,080,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	50,000	430,000
CN	0	0	0	0	280,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>710,000</b>



# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
17	13	Rosedale St NW/Skansie Ave Intersection Improvements Rosedale St NW/Skansie Ave. to Widen to provide left-turn lane on east approach.	WA-05026	06/23/14				03	CG OPS TW		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	25,000	25,000
Totals				0		0	25,000	25,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	25,000
Totals	0	0	0	0	25,000



## Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPD: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	15	Skansie Avenue Improvements Skansie Avenue Rosedale Street to Hunt Street Minor widening to provide curb and gutter as necessary, landscaped planter strip/swale, storm sewer improvements, bicycle lane and sidewalks on both sides of street. Include provisions for future lighting project as budget allows.	WA-05028	06/23/14				03	C P T	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	860,000	860,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>860,000</b>	<b>860,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	860,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>860,000</b>



# Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	16	Metering Roundabout at Sr16/Burnham Interchange Burnham Drive to Install metering at the westbound approach (Burnham bridge) of the roundabout located at westbound SR16/Burnham Interchange.	WA-05039	06/23/14				06			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	85,000	85,000
P	CN	2018		0		0	300,000	300,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>385,000</b>	<b>385,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	75,000	0	0
CN	0	0	300,000	0	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>375,000</b>	<b>0</b>	<b>0</b>



# Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor  
 County: Pierce  
 MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Term/In F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
17	17	Harbor Hill and Borgen Intersection Improvements Harbor Hill Dr and Borgen Blvd to Construct right-turn slip lane from EB Borgen Blvd to SB Harbor Hill Drive. Construct right-turn slip lane from NB Harbor Hill Drive to EB Borgen Blvd. Developer funded.	WA-05016	06/23/14				05	P S W		CR	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	PE	2017		0		0	70,000	70,000	
P	CN	2018		0		0	600,000	600,000	
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>670,000</b>	<b>670,000</b>	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	70,000	0	0
CN	0	0	0	800,000	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>70,000</b>	<b>800,000</b>	<b>0</b>



# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	18	Olympic/Hollycroft Intersection Improvements Olympic Drive and Hollycroft to Convert existing 2-way traffic on spur street that connects Olympic to Hollycroft in the SE quadrant of the intersadction to one-way NB. Angled parking to be added to spur to support the park to the SE of the spur.	WA-05030	06/23/14				03	C P T		CE	No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	2,000	2,000
P	CN	2020		0		0	24,000	24,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>26,000</b>	<b>26,000</b>

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	2,000
CN	0	0	0	0	24,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,000</b>

# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	19	Vernhardson Street Improvements Vernhardson Street Peacock Hill Avenue to City Limits Pavement restoration and/or overlay, storm sewer, curbs, gutters and sidewalk(s), bicycle lanes. Possible to phase project into two sections; one between Peacock Hill Ave and N. Harborview Drive and the other between N. Harborview Drive and City Limits.	WA-05031	06/23/14				05	C P S T W	0.340	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	50,000	50,000
<b>Totals</b>				0		0	50,000	50,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	375,000
<b>Totals</b>	0	0	0	0	375,000



# Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	20	Wagner Way/Wollochet Intersection Traffic Signal  Wagner Way to Wollochet Drive  Traffic signal at Wollochet Drive and Wagner Way. 2015 Notes: Cost estimate includes funds to update the design (currently programmed in 2020) with construction funds currently outside the six year window.	WA-05035	06/23/14				44	CGPST	0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	50,000	50,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>50,000</b>	<b>50,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	50,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

# Six Year Transportation Improvement Program From 2015 to 2020

**DRAFT**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
17	21	Grandview Phase 2 Improvements Grandview Street Soundview Drive to McDonald Avenue Road (including sidewalk), storm water and lighting improvements.	WA-05036	12/09/13	12/09/13		947	03	CG OPS TW	0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	240,000	240,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>240,000</b>	<b>240,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	244,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>244,000</b>

## Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	22	GrandView Phase 1 Improvements GrandView Street Sinson Avenue to Pioneer Way Road (including sidewalks), stormwater and lighting improvements.	WA-05037	06/23/14				03	CG OPS TW	0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	120,000	120,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>120,000</b>	<b>120,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	20,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000</b>



## Six Year Transportation Improvement Program From 2015 to 2020

DRAFT

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

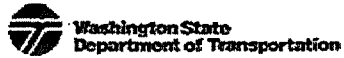
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	23	Restripe Burnham Bridge to 4 Lanes Burnham Drive SR16 E/B Off-Ramp to SR16 W/B Off-Ramp Restripe Burnham Drive bridge between the roundabouts so there are 4 through lanes (2 in each direction).	WA-05040	06/23/14				44		0.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	92,000	92,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>92,000</b>	<b>92,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	92,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>92,000</b>

DRAFT



## Six Year Transportation Improvement Program From 2015 to 2020

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	24	Pedestrian Bridge Over SR16 None to Pedestrian bridge over SR16 in the vicinity of the Burnham Drive Interchange. This project is in conjunction with restriping the Burnham Drive bridge to 4 lanes.	WA-05041	06/23/14				08		0.050	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0		0	500,000	500,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	500,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Gig Harbor</b>	<b>11,896,200</b>	<b>10,245,000</b>	<b>13,387,000</b>	<b>35,528,200</b>





PUBLIC WORKS DEPARTMENT

## **MEMORANDUM**

DATE: June 19, 2014

TO: Mayor Guernsey and City Councilmembers

CC: Ron Williams, City Administrator  
Steve Misiurak, PE, City Engineer  
Darrell Winans, Wastewater Treatment Plant Superintendent  
Jennifer Kester, Planning Director

FROM: Jeff Langhelm, PE, Public Works Director

SUBJECT: Lift Station #4B Location at Jerisich Restroom (North Location)

---

The City has considered multiple locations to construct a replacement for Lift Station #4A. Staff continues to look for a location that is acceptable to both the City Council and the public. Based on the conclusion from the June 9 Council work study session on a possible Lift Station #4B (LS#4B) placed at the Skansie House, Staff has prepared the following summary of the original LS#4B location adjacent to the Jerisich restrooms (aka North Location). See the attached schematic.

This location would remove the existing 400 sq. ft. restroom and install one building that would house a 450 sq. ft. control building and a 650 sq. ft. restroom. The control building would include two of the three primary components of the lift station (the electrical/valve controls and the diesel-powered backup pump). The third component, the wet well, would be located in Jerisich Park adjacent to the control building.

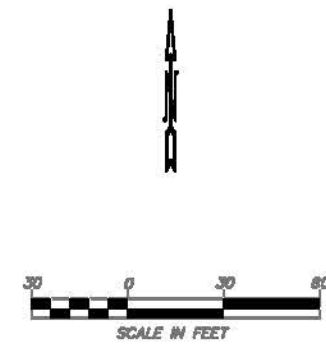
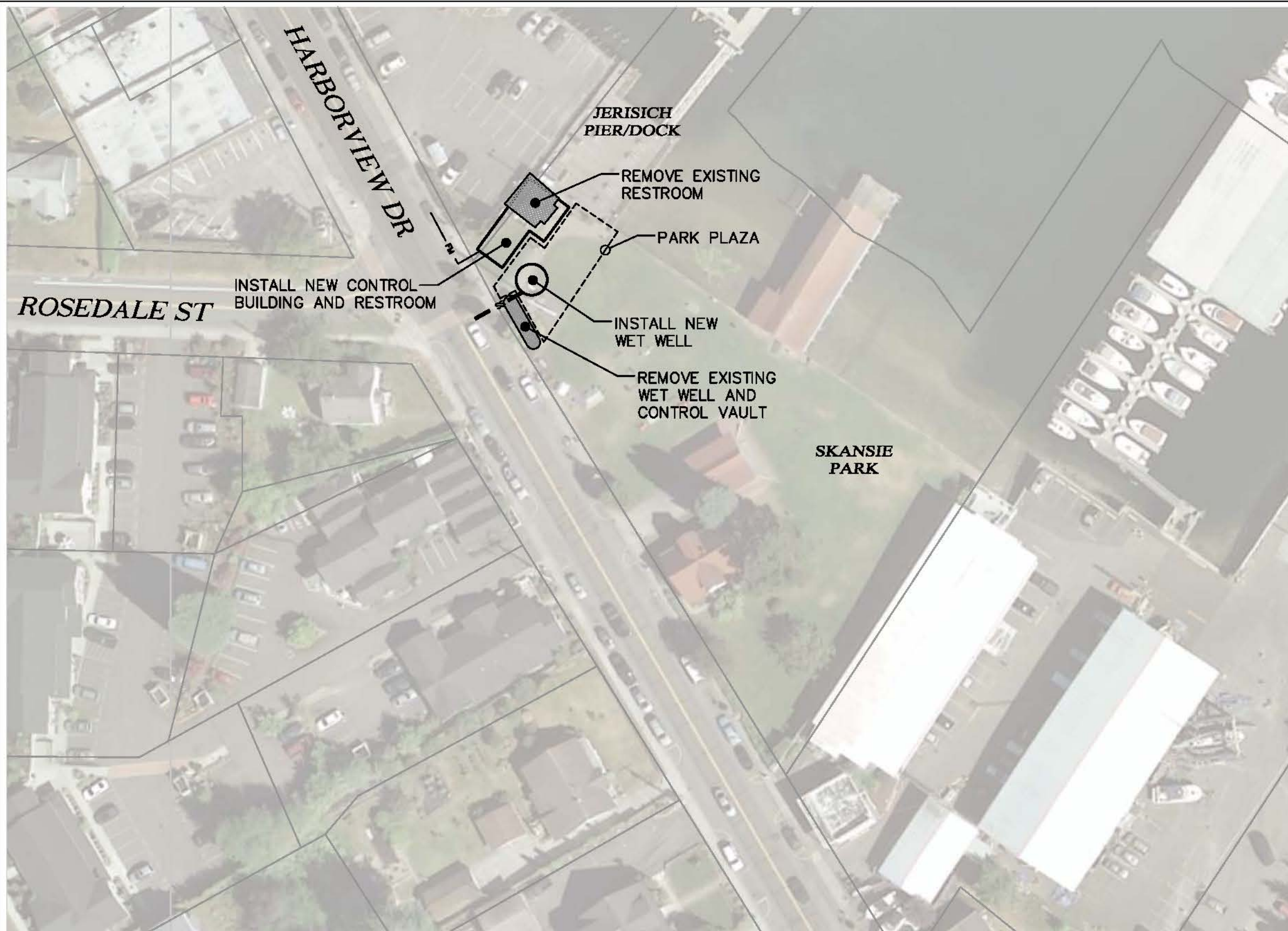
The potential advantages to the North Location include providing an expanded and elevated restroom to protect against sea level rise, requiring minimal construction in the roadway, and reconstructing the existing plaza between the roadway and the pier. However, no historic registry impacts exist and no RCO conversion requirements are necessary.

The same impacts, such as the development of existing land, noise, and odor exist in this location as they do in any location. Other impacts specific to the proposed North Location are primarily visual impacts. Due to land use requirements, the control building will be located approximately 5 ft. water-ward the existing Harborview Drive sidewalk. With this requirement, the view corridor impacts remain regardless of the mass and scale of the expanded restrooms. Additional impacts include those related to emergency operations and sea level rise considerations.

Lift Station #4B Location at Jerisich Restrooms  
June 19, 2014  
Page 2 of 2

These impacts and possible mitigations will be presented at the June 23 work study session. Staff will be available to answer Council questions and receive Council direction on the preferred location.

Please let Staff know if there are any questions in the meantime.



# NORTH LOCATION

REVISIONS



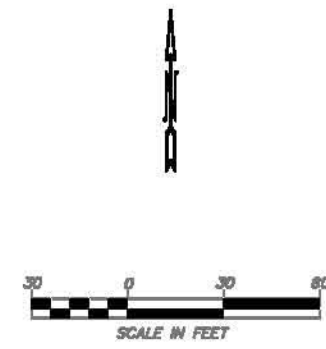
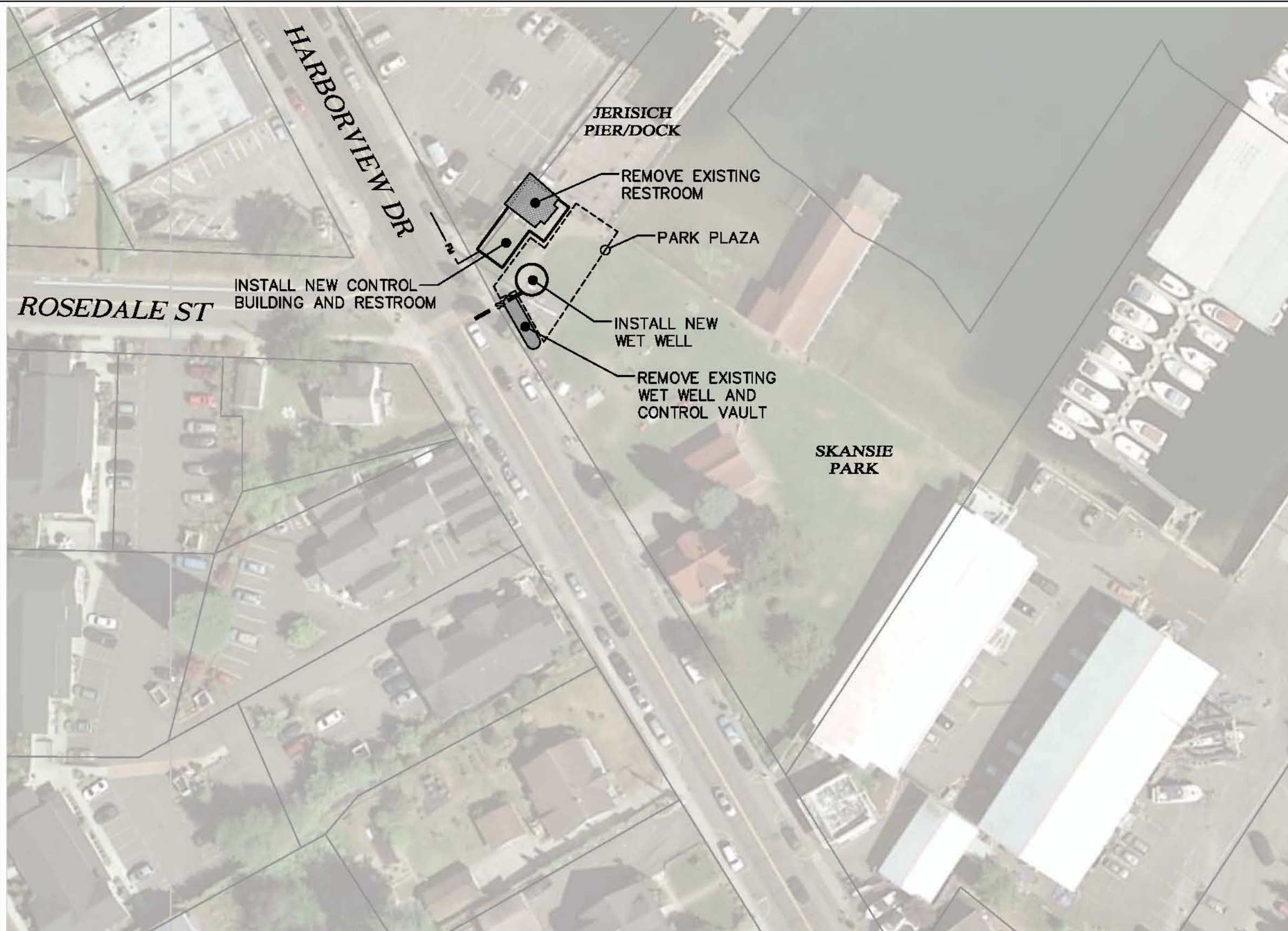
**PUBLIC WORKS DEPARTMENT**  
 3510 Grandview Street  
 Gig Harbor, WA 98335  
 (253) 851-6170  
[www.cityofgigharbor.net](http://www.cityofgigharbor.net)

DESIGNED BY:  
 DRAWN BY:  
 CHECKED BY:  
 APPROVED BY:  
 SCALE: AS SHOWN  
 OTHER:

## LIFT STATION #4B LOCATION OPTIONS

JOB NO.	
DRAWING NO.	
SHEET OF	2 OF 3





# NORTH LOCATION

REVISIONS



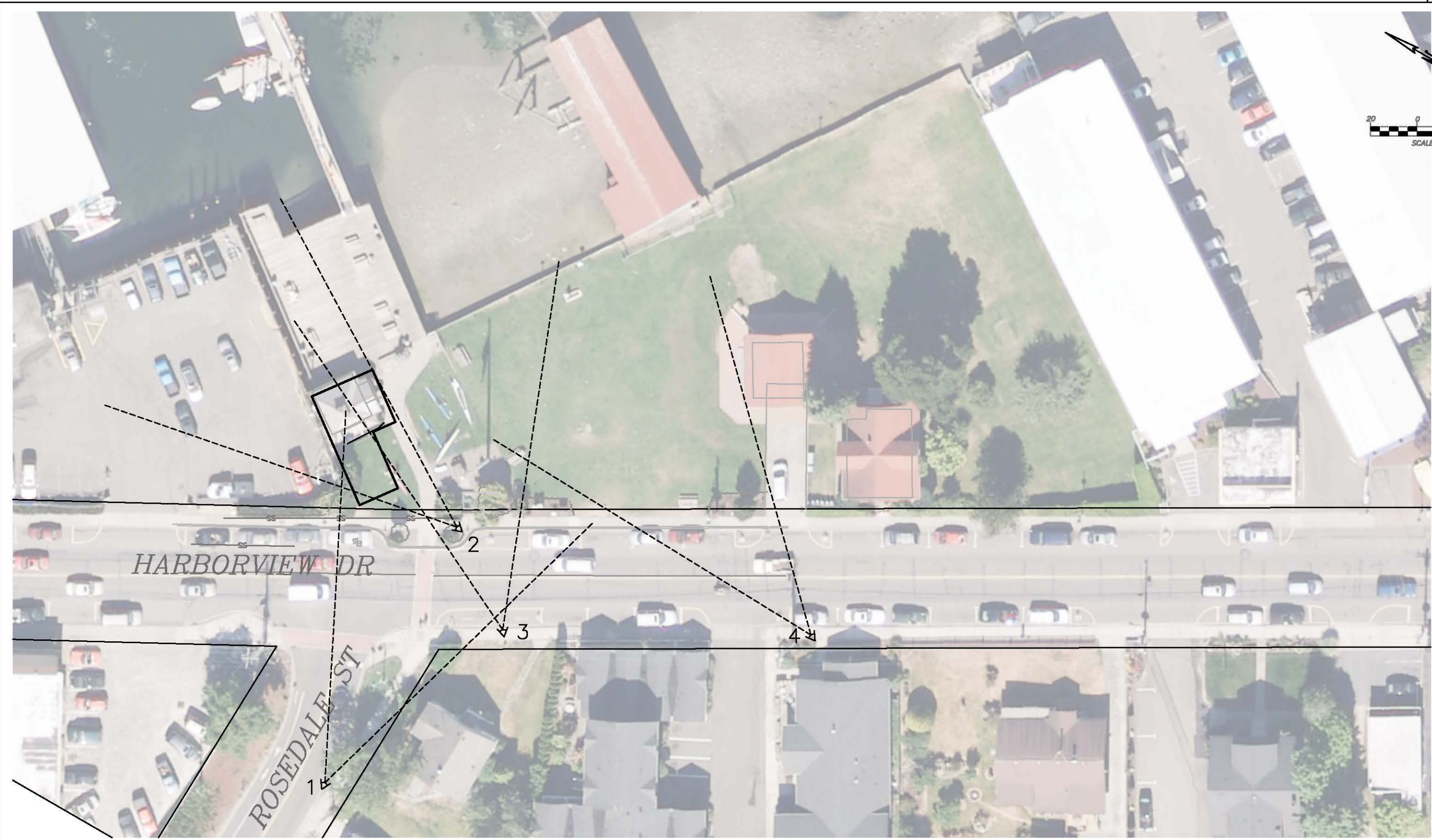
**PUBLIC WORKS DEPARTMENT**  
 3510 Grandview Street  
 Gig Harbor, WA 98335  
 (253) 851-6170  
 www.cityofgigharbor.net

DESIGNED BY:  
 DRAWN BY:  
 CHECKED BY:  
 APPROVED BY:  
 SCALE: AS SHOWN  
 OTHER:

## LIFT STATION #4B LOCATION OPTIONS

JOB NO.	
DRAWING NO.	
SHEET OF	2 OF 3





REVISIONS



**PUBLIC WORKS DEPARTMENT**  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
www.cityofgigharbor.net

DESIGNED BY: JDL  
DRAWN BY: JDL  
CHECKED BY: --  
APPROVED BY: --  
SCALE: AS SHOWN  
OTHER: --

## LIFT STATION #4B

NORTH LOCATION

---

VIEW CORRIDORS

JOB NO.	-
DRAWING NO.	-
SHEET OF	1 1









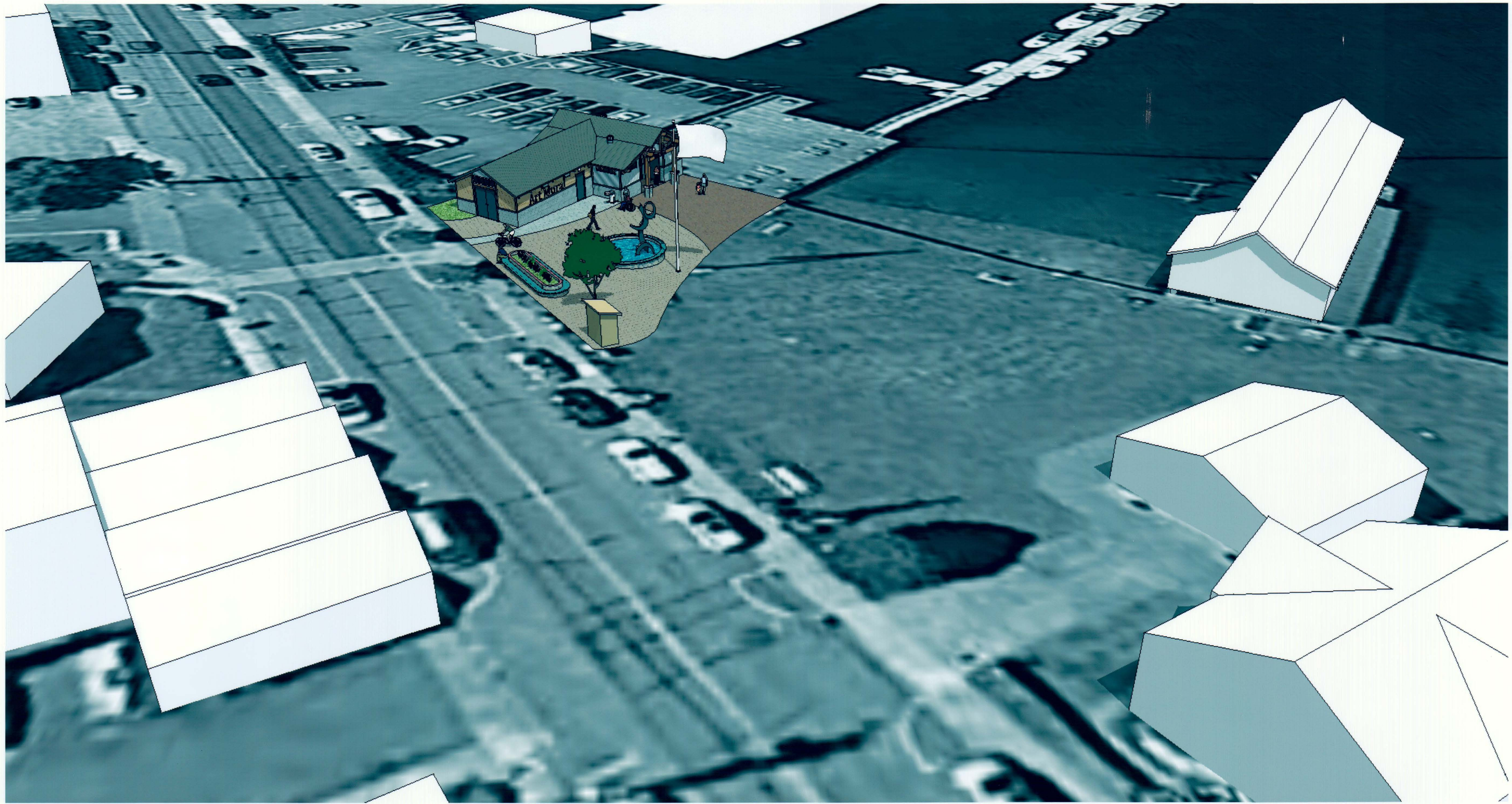




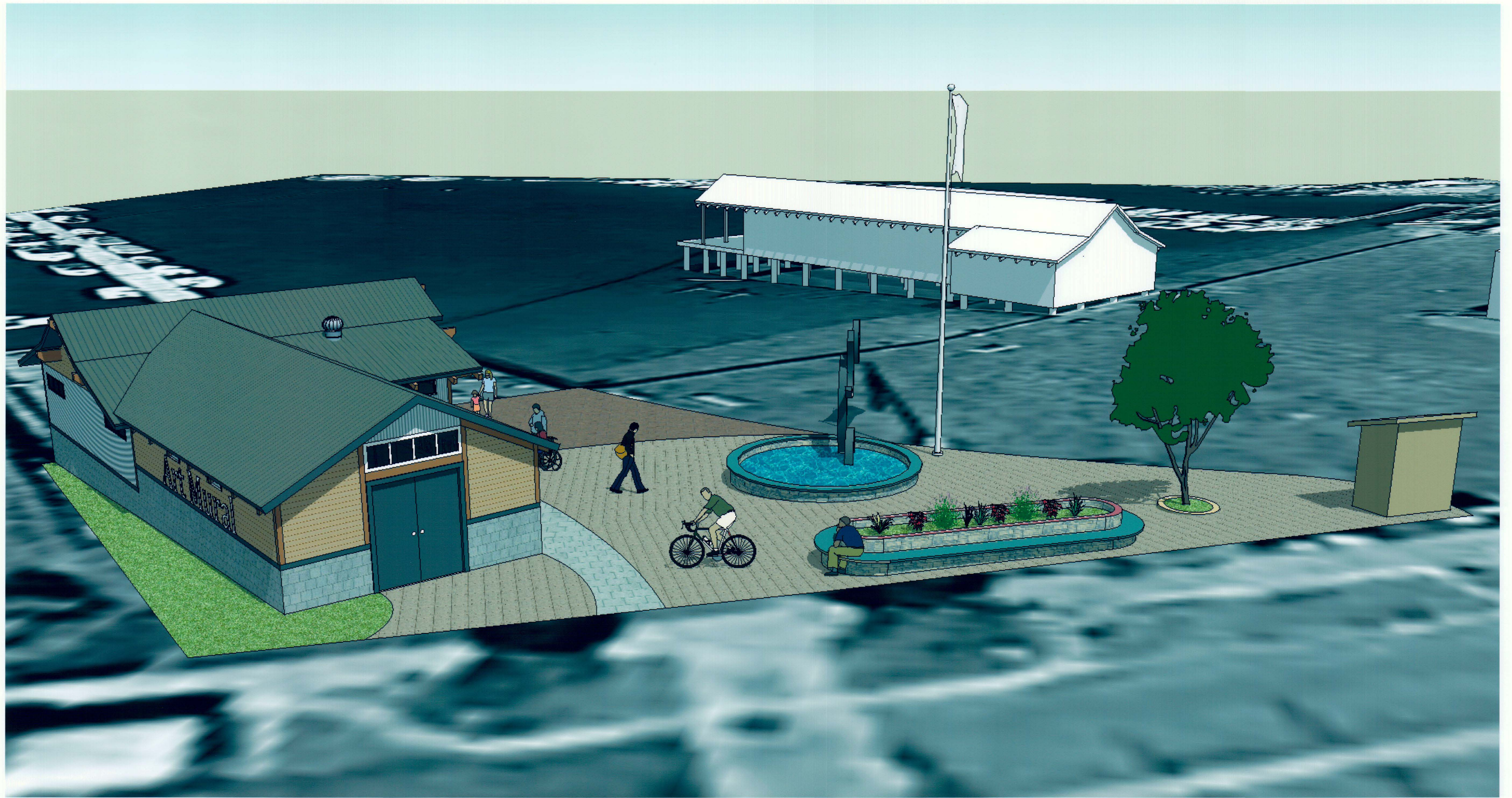






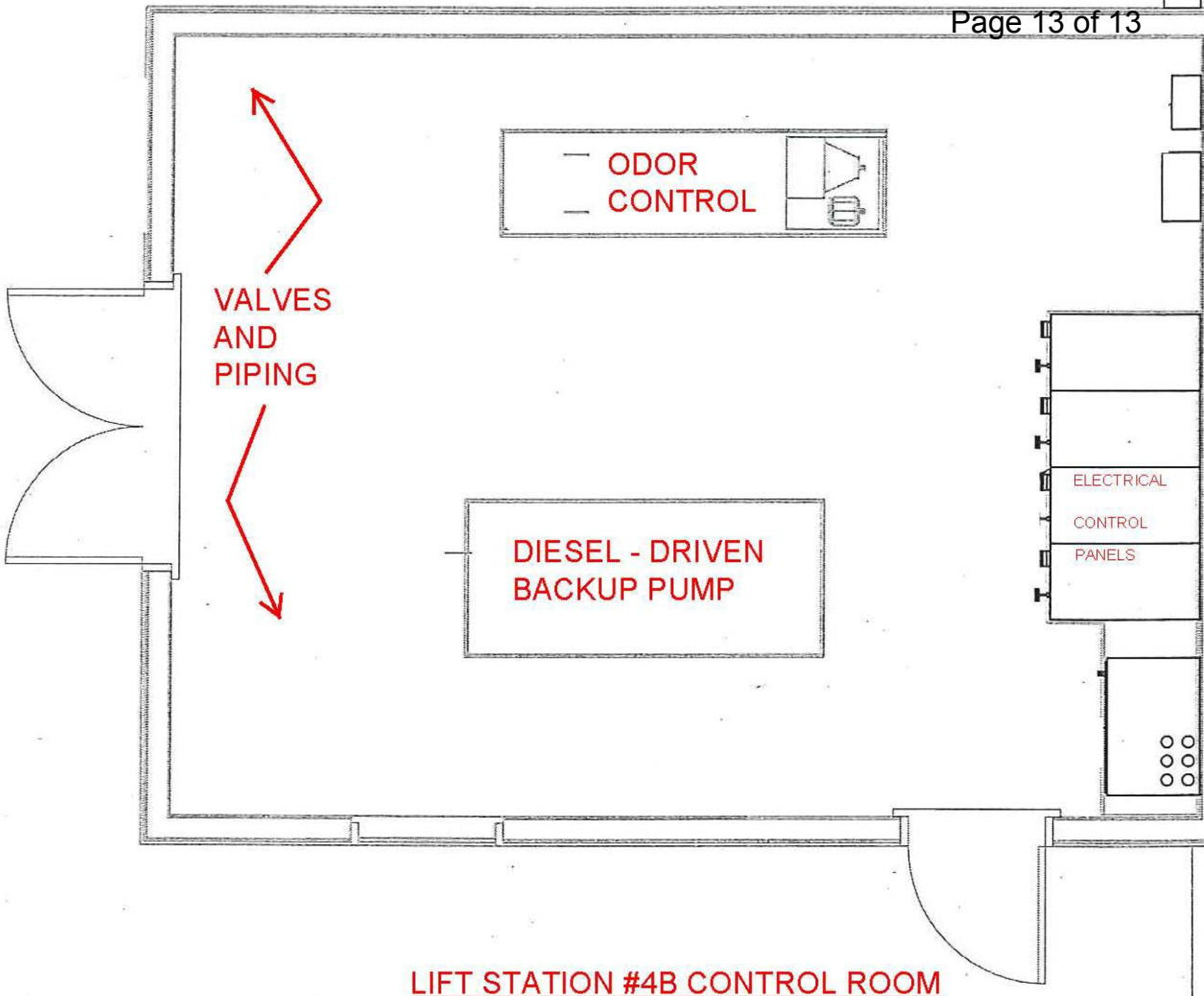












VALVES  
AND  
PIPING

— ODOR  
— CONTROL

DIESEL - DRIVEN  
BACKUP PUMP

ELECTRICAL  
CONTROL  
PANELS

○  
○  
○  
○

LIFT STATION #4B CONTROL ROOM



June 20, 2014

Charles L Hunter

8829 Franklin Ave.

Gig Harbor WA.

Council, Mayor, City Administrator,

RE: Gateway article, "Council considers options for downtown waste".

The waste considered is sewage, not garbage or recycled material, that we have a problem with on busy weekends, It Stinks!

This is a 50 year facility, subject to regular maintenance with the possibility of trucks and equipment parked around taking up space during maintenance.

The new structures will have a foot print of four to five times the foot print of the existing, plus a much larger concrete plaza and restroom facility.

This decision affects our children and grandchildren, don't take away this downtown green space.

The Council needs to consider acquiring the house at the end of Rosedale and HarborView; using *eminent domain*. The house is rundown and offers no value to our downtown.

Skansie Park is a Jewel and does offer real economic value to downtown, don't destroy it, there is always a way to solve a problem.

Sincerely

Charles L Hunter

A handwritten signature in cursive script, appearing to read "Charles", written in black ink.