

City Council Meeting

March 23, 2015
5:30 p.m.



AGENDA
GIG HARBOR CITY COUNCIL
March 23, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes March 9, 2015.
2. Liquor License Action: a) Discontinued: The British Connection; b) Special Occasion – Gig Harbor Kiwanis Foundation; c) Liquor License Renewals: Morso, St. Anthony's Hospital, Gig Harbor Yacht Club, The Green Turtle, Happy at the Bay Teriyaki, Harbor Green, Gig Harbor Farmers Market, and Maritime Inn.
3. Naming of Streets in Peacock Meadows Final Plat – Baseline Engineering.
4. East Tank Mechanical and Structural Retrofit Project – Contract Amendment No. 2 – HDR Engineers / Materials Testing Services Contract – Construction Testing Laboratories.
5. Gig Harbor Arts Commission – 2015 Work Plan.
6. Wastewater Treatment Plant Lift Station 3-A Odor Covers - Small Public Works Contract.
7. Eddon Boat Deck - Amendment to Consultant Services Contract.
8. Approval of Payment of Bills Mar. 23, 2015: Checks # 77826 through #77939 in the amount of \$681,567.95.

PRESENTATIONS:

1. US Army Bronze Star Medal – Brigadier General Jerrard Presenting to Paul Evans.
2. Pierce Transit Update – Nancy Henderson, Pierce County Commissioner.

NEW BUSINESS:

1. Public Works Shop and Wastewater Treatment Plant Fence Repair – Small Public Works Contract.
2. Gig Harbor Downtown Waterfront Alliance 2015 Contract.
3. Cushman Trail Phase 3 – Change Order No. 1.

OLD BUSINESS:

1. Continuation of Waterfront Millville Restaurants 2 & 3 Workstudy Session.

CITY ADMINISTRATOR / STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council/Planning Commission Worksession – Mon. Apr 6th at 5:00 p.m.
2. Public Works Committee – Mon. Apr 13th at 4:00 p.m.

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

ADJOURN:

















**DRAFT MINUTES
GIG HARBOR CITY COUNCIL
March 9, 2015 – Council Chambers**

CALL TO ORDER / ROLL CALL:

Mayor - Jill Guernsey: Absent
Council Member - Timothy Payne: Present
Council Member - Steven Ekberg: Present
Council Member - Casey Arbenz: Present
Council Member - Rahna Lovrovich: Present
Council Member - Ken Malich: Present
Council Member - Michael Perrow: Present
Council Member - Paul Kadzik: Present

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes February 23, 2015.  
2. Correspondence / Proclamations: a) Pierce County Reads.  
3. Liquor License Action: a) Special Occasion – Gig Harbor Cooperative Preschool  
b) Application in lieu of Current – Galaxy Uptown   c) Special Occasion: Harbor History
Museum   d) Gas Station & Convenience Store  
4. Receive and File: a) Parks Commission Minutes: Dec. 3, 2014  
5. 2015 Natural Yard Care Workshops – Interagency Agreement with Tacoma-Pierce County Health Department.  
6. Approval of Payment of Bills Mar. 9, 2015: Checks #77712 through # 77825 in the amount of \$1,145,950.33.
7. Approval of Payroll for the month of February, 2015: Checks #7469 through #7482 and direct deposits in the amount of \$377,029.06.



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

PRESENTATIONS:

1. Pierce County Reads. Branch Manager Joy Kim talked briefly about the program, and announced that this year's choice of book for the 2015 program is *The Boys in the Boat* by Daniel James Brown. She gave a brief overview of the book and the upcoming event, and then passed out copies to the Council. Mayor Pro Tem Payne read the proclamation, and then presented Ms. Kim with the signed document.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Community Solar Demonstration Project – Harbor History Museum and Peninsula Light.   Senior Planner Lindsey Sehmel gave a quick background for this request to do a community solar demonstration project hosted by the Harbor History Museum.

John Ross, Executive Director of Harbor History Museum, briefly introduced the proposed program and explained the potential to use it as an educational resource for the community.

[Jim Bellamy, Energy Services Coordinator](#) with Peninsula Light, presented a technical overview of the scope of the project. He talked about the associated cost, and how the community can invest in this green energy program.



[Planning Director Jennifer Kester](#) addressed Council questions regarding the proposed interim ordinance that would exempt solar panels from design review and height requirements.

Mayor Pro tem Payne indicated a remote interest in the project due to his membership on the Harbor History Museum board.



[Mr. Bellamy responded to questions](#) regarding the tax incentives associated with solar programs.

[Staff continued to address questions.](#)

MOTION: Move to direct staff to prepare an interim ordinance for public hearing to support a community solar demonstration project in the C-1 Zoning district along the waterfront and exempting solar panels from design review and height requirements.
Malich / Kadzik – five voted in favor. Mayor Pro Tem Payne abstained.

2. [Point Fosdick Sidewalk Project](#) –Contract Amendment No. 1 - HDR Engineers.   Project Engineer Marcos McGraw presented the background for this contract amendment. He responded to Council questions.

MOTION: Move to authorize the Mayor Pro Tem to execute Amendment No. 2 to the Contract with HDR Engineering in an amount not to exceed \$6,316.90.
Kadzik /Ekberg - unanimously approved. Councilmember Perrow abstained due to conflict of interest with HDR.

3. [Grandview Forest Park Tree Removal / Replanting Project](#) – Small Public Works Contract.   Project Engineer Marcos McGraw presented this contract for tree removal at Grandview Forest Park. He address questions.

[Public Works Director Jeff Langhelm](#) explained that the scope of the project is very conservative, and there are a significant amount of non-Douglas Fir trees in the park that aren't susceptible to laminated root rot.



[Councilmembers continued](#) to voice concerns and ask questions that were addressed by staff.

MOTION: Move to approve and authorize the Mayor Pro Tem to execute a Small Public Works Contract with Evergreen Forestry Resources in the amount of \$35,197.13 for tree removal and restoration at the park.
Kadzik /Perrow –

To allow a member of the audience to speak on the issue, Mayor Pro Tem Payne asked if the motion and second could be removed from the table. Councilmembers Kadzik and Perrow agreed to remove the motion.

[Jim O'Donnell](#) – 4220 35th Ave. NW. Mr. O'Donnell recommended to council to hold off on the tree removal later this fall when the sap is no longer flowing to avoid bark slippage and disturbing the wildlife.

[After further discussion](#) staff was directed to bring this contract back for consideration in July or later.

4. [Nomination for Pierce Transit Board of Commissioners.](#)   City Clerk Molly Towslee presented this request from Pierce Transit to submit a nomination for their Board of Commissioners. Nancy Henderson has expressed interest in continuing to serve as Gig Harbor's transit representative.

MOTION: Move to submit the nomination of Nancy Henderson to the Pierce Transit Board of Commissioners.
Perrow/Malich - unanimously approved.

CITY ADMINISTRATOR / STAFF REPORT:

1. [City Administrator Ron Williams introduced](#) Kathleen Rose, newly hired Farmers Market Manager. The market starts up June 4th he announced.

2. [Legislative Update.](#) City Administrator Ron Williams presented an update on recent legislative activities. He reported that Senator Jan Angel should be thanked for getting included in the transportation package that was approved: a comprehensive traffic study of SR-16 and the advancement of the Environmental Impact Statement for SR-302. Also, Jan Angel was able to get the Narrows Bridge Sales Tax Deferral. The state senate passed the moorage fee immunity bill and will go on for further action in the House of Representatives.

3. [City Administrator Ron Williams read](#) an email that he sent to a concerned citizen in response to his concern over how the City and Council educates and communicates with the public.

PUBLIC COMMENT:

[Guy Hoppen, 8402 Goodman Drive Gig Harbor 98335](#) – spoke against allowing another tenant at Eddon Boatyard Building.

[Jaime Storkman, 14502 Sherman Dr Gig Harbor 98332](#) – spoke against another major use to compete with Gig Harbor Boat Shop and the public in the limited space.

[John Humphrey, 11400 Olympus Way Apt 2303 Gig Harbor 98335](#) – voiced his concern that another tenant was being considered for the Eddon Boatyard Building.

[Andy Babich, 8306 25th Ave Ct NW Gig Harbor 98332](#) - interested in forming a non-profit to take over the Skansie Netshed and is asking the City to post the Request for Proposals as soon as possible.

A directive was given to the City Administrator to move ahead with the Request for Proposal as soon as possible.

[John McMillan, 9816 Jacobson Lane, Gig Harbor 98332](#) – read a letter by Stephanie Lyle, Boardmember of the Gig Harbor Boatshop, regarding the long-term lease of the Boatshop and use of the Eddon Boat House proposal.

[Lita Dawn Stanton, 1722 Sullivan Drive Gig Harbor, 98335](#) - talked about the effort to save Eddon Boat starting in 2005 and the progress since that time. She spoke against sharing space at the brick house and the float – spaces already proposed for the public and the Gig Harbor Boat Shop.

[City Administrator Ron Williams was invited](#) to respond to the comments regarding Eddon Boat. He explained that the city was approached by the kayak club for temporary housing with Eddon Boat as one option. Contact with Councilmembers and Eddon Boat official was made. Another meeting will be scheduled with Eddon Boat Officials and Kayak Club officials to further discuss the proposal and concerns. Once that happens, he will report back to Council.

[Staff addressed Council questions](#) regarding the kayak club use of Skansie Park.

MAYOR’S REPORT / COUNCIL COMMENTS:

None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Boards and Candidate Review Committee – Mon. Mar 16th at 4:00 p.m.
2. Finance / Safety Committee – Mon. Mar. 16th CANCELLED.
3. City Council/Planning Commission Joint Worksession – Mon. Mar 16th at 5:00 p.m.
4. Intergovernmental Affairs Committee – Mon. Mar 23rd at 4:00 p.m.

ADJOURN: The meeting adjourned at 7:10 p.m.

Mayor Pro Tem Tim Payne

City Clerk Molly Towslee



Washington State
Liquor Control Board

Licensing and Regulation
PO Box 43098, 3000 Pacific Ave SE
Olympia WA 98504-3098
Phone – (360) 664-1600
Fax – (360) 753-2710

March 5, 2015

MAYOR OF GIG HARBOR

This is to notify you that:

THE BRITISH CONNECTION
4916 POINT FOSDICK DR NW #B
GIG HARBOR, WA 98335-1713
LICENSE #410561 - 1U
UBI 603-100-101-001-0002

discontinued sales and service of liquor at the above location on March 31, 2014

This is for your information and records.

Cassandra Short
Liquor Control Board
Licensing Division

cc: Bremerton Enforcement Office

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

TO: MAYOR OF GIG HARBOR

March 4, 2015

SPECIAL OCCASION #: 093484

GIG HARBOR KIWANIS FOUNDATION
PO BOX 1491
GIG HARBOR WA 98335

DATE: APRIL 18, 2015

TIME: 5 PM TO 11 PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON AVE, GIG HARBOR

CONTACT: MELANI JOYAL, 206-719-6751

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

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

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 COMMIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 03/06/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20150630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. S SQUARED, LLC	MORSO 9014 PEACOCK HILL AVE GIG HARBOR WA 98332 1029	405678	TAVERN - BEER/WINE OFF PREMISES
2. ST ANTHONY HOSPITAL/ THOMAS CUISINE MANAGEMENT/ FOOD AND NUTRITION SERVICES	ST ANTHONY HOSPITAL 11567 CANTERWOOD BLVD GIG HARBOR WA 98332 5812	404350	SERVE EMPLOYEES & GUESTS
3. THE GIG HARBOR YACHT CLUB	GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE
4. THE GREEN TURTLE LLC	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	SPIRITS/BR/WN REST SERVICE BAR
5. JKM INC.	HAPPY AT THE BAY TERIYAKI 4910 POINT FOSDICK DR NW STE B GIG HARBOR WA 98335 1713	083301	BEER/WINE REST - BEER/WINE
6. HARBOR GREENS, LLC	HARBOR GREENS 5225 OLYMPIC DR NW GIG HARBOR WA 98335 1763	400986	GROCERY STORE - BEER/WINE SPIRITS RETAILER
7. GIG HARBOR FARMERS MARKET	GIG HARBOR FARMERS MARKET 3207 HARBORVIEW DR GIG HARBOR WA 98335 2125	402207	FARMERS MARKET FOR BEER/WINE
8. MARITIME INN CORPORATION	MARITIME INN 3212 HARBORVIEW DR GIG HARBOR WA 98335 2125	403597	MOTEL

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 03/06/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20150630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
9 . GIG HARBOR FARMERS MARKET AT U	GIG HARBOR FARMERS MARKET AT UPTOWN SHOP CNTR 4701 PT FOSDICK DR GIG HARBOR WA 98335 2319	407877	FARMERS MARKET FOR BEER/WINE



Business of the City Council
City of Gig Harbor, WA

Subject: Street Names – Peacock Meadows

Dept. Origin: Building/Fire Safety

Proposed Council Action: Approve the naming of the streets within the Peacock Meadows Final Plat as described.

Prepared by: Paul Rice
Building Official/Fire Marshal

For Agenda of: March 23, 2015

Exhibits: Map and request letter
Initial & Date

Concurred by Mayor:

Approved by City Administrator: RW 3/11/15

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: RR 3/11/15

Expenditure	Amount	Appropriation
Required	Budgeted	Required
0	0	0

INFORMATION / BACKGROUND

The residential plat of Peacock Meadows is located on the west side of Peacock Hill Ave at the intersection of Ringold & Woodworth. The developer has requested to name the private streets within the development as; **Crest Way and Plume Lane**. The development is not within the “historic name area”.

GHMC 12.12.030 (K) states that “All proposed names for new or existing ways-of-travel and private roads must be reviewed and approved by the Gig Harbor City Council”.

Staff has reviewed the applicable codes and finds the names of the proposed roadways within the Peacock Meadows Final Plat are appropriate and consistent with City requirements.

FISCAL CONSIDERATION

There is no fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the naming of the streets within the Peacock Meadows Final Plat as described.

BASELINE ENGINEERING, INCORPORATED

Land Development Professional Services

March 10, 2015

Paul Rice
Building Official/Fire Marshal
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

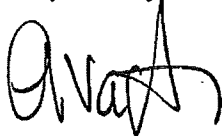
SUBJECT: Request for street name approval and addressing
Peacock Meadows Final Plat – SUB 06-1413
BASELINE Job #05-107.1

Mr. Rice:

The purpose of this letter is to request street naming approval and parcel address assignment for Peacock Meadows Final Plat. Please see the attached map with the proposed street names.

If you have any questions or need additional information, please feel free to contact me at (253) 565-4491 or camillew@baselinetacoma.com.

Respectfully,



Camille Washington
Assistant Project Manager

Cc: Diane McBane, Assistant Planner

PEACOCK MEADOWS

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 02 EAST, WILLAMETTE MERIDIAN CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

LOT ADDRESSES

- LOT 1:
- LOT 2:
- LOT 3:
- LOT 4:
- LOT 5:
- LOT 6:
- LOT 7:
- LOT 8:
- LOT 9:
- LOT 10:
- LOT 11:

MONUMENT NOTE

EXISTING REBAR AND CAP TO BE REPLACED WITH STANDARD CITY OF GIG HARBOR PLAT MONUMENT.

FOUND 3" BRASS SURFACE DISK W/ "X" IN CONCRETE MARKED "PCPWD" ±58' NORTH OF INTERSECTION WITH 100TH ST. CT. N.W. (PIERCE CO. PUB. WORKS & UTIL. #2498, HELD FOR LINE) VISITED 7/21/05
N 742272.4712
E 1122558.9753
2.90'

FOUND 3" BRASS SURFACE DISK W/ "X" IN CONCRETE MARKED "PCPWD" VISITED 7/21/05

FOUND 2" BRASS SURFACE DISK IN OLD PAINTED PANEL 0.1' SO. OF CALCULATED INTERSECTION WITH NORTH LINE OF SHORT PLAT EXTENDED. VISITED 7/21/05

FOUND 5/8" REBAR & CAP "PAC-TECH #18902\13670" UP 0.1' (SEE MONUMENT NOTE ABOVE) ±221.80'

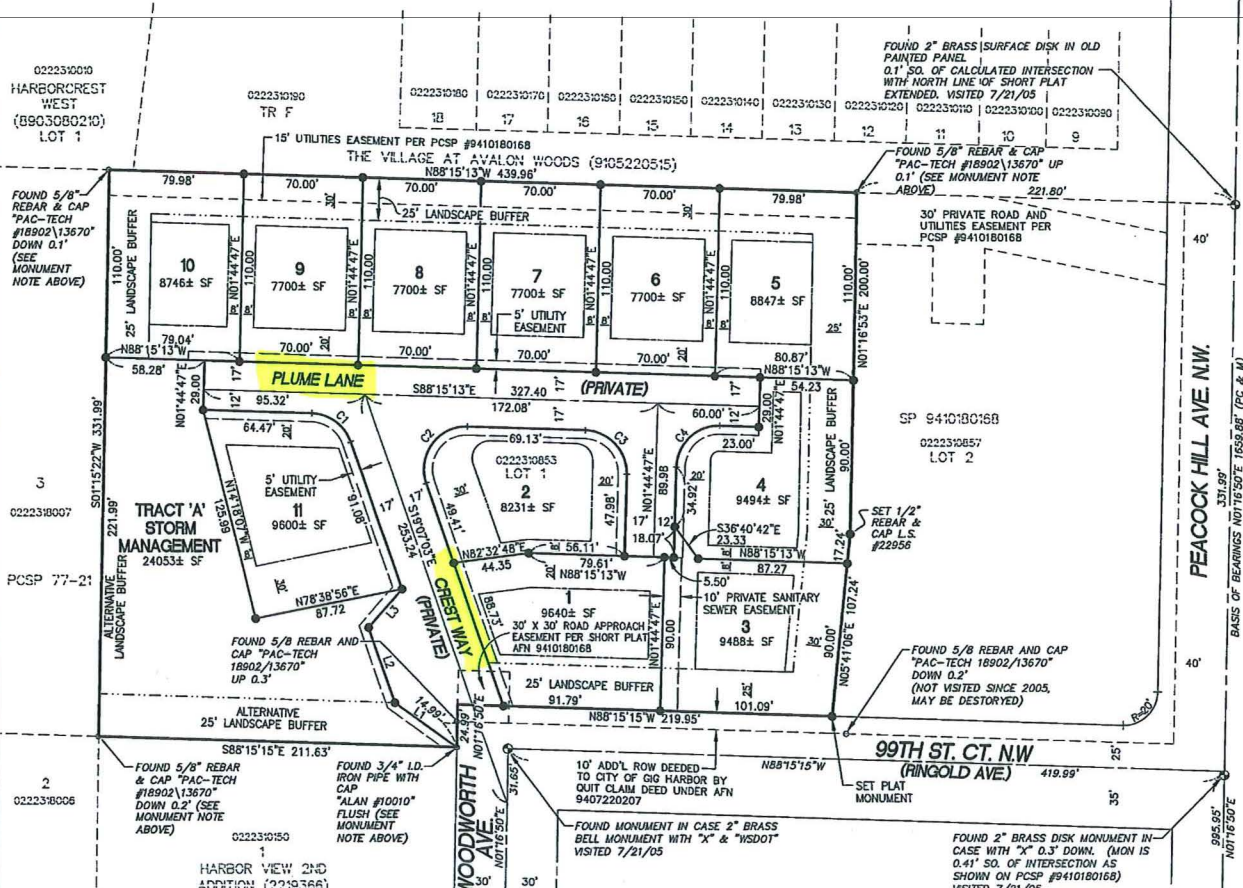
SET 1/2" REBAR & CAP L.S. #22956

FOUND 5/8" REBAR AND CAP "PAC-TECH 18902\13670" DOWN 0.3' (NOT VISITED SINCE 2005, MAY BE DESTROYED)

FOUND MONUMENT IN CASE 2" BRASS BELL MONUMENT WITH "X" & "YSD01" VISITED 7/21/05

FOUND 2" BRASS DISK MONUMENT IN CASE WITH "X" 0.3' DOWN. (MON IS 0.41' SO. OF INTERSECTION AS SHOWN ON PCSP #9410180168) VISITED 7/21/05

FOUND 3" BRASS DISK MONUMENT IN CASE WITH PUNCH MARK 0.15 DOWN (PIERCE CO. PUB. WORKS & UTIL. #2498, HELD FOR POSITION AS S.E. SECTION CORNER) VISITED 7/21/05

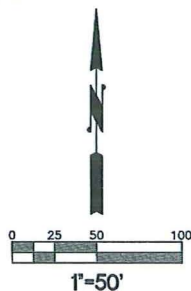


NOTES

- A. WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO PROPERTY DESCRIBED IN THIS PLAT.
- B. INCREASED STORMWATER RUNOFF FROM THE PRIVATE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE.
- C. WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.
- D. STORMWATER RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.
- E. IF PRIVATE ROADWAYS AREA PROPOSED THEN PROVISIONS SHALL BE MADE FOR ACCESS TO THE ROADS AND EASEMENTS TO BE AVAILABLE AT ALL TIMES FOR EMERGENCY AND PUBLIC SERVICE VEHICLE USE.
- F. THIS PLAT IS SUBJECT TO THE STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER: _____
- G. STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT MAP. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT.

BASIS OF BEARINGS

NAD83-81
PER PIERCE COUNTY PUBLIC WORKS & UTILITIES LINE BETWEEN PIERCE COUNTY CONTROL POINTS #2498 & #2499
BEARING=N01°16'50"E



LINE TABLE

NO.	BEARING	DISTANCE
L1	N54°27'36"W	44.95'
L2	N19°07'03"W	46.58'
L3	S40°57'22"W	30.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	69°08'11"	25.00'	30.16'
C2	110°51'49"	25.00'	48.39'
C3	90°00'00"	25.00'	39.27'
C4	90°00'00"	25.00'	39.27'

LEGEND

- FOUND MONUMENT AS NOTED ○
- FOUND REBAR/CAP AS NOTED ◦
- SET REBAR/CAP P.L.S. #22956 ●
- BUILDING SETBACK LINE _____
- BUILDING SETBACK DIMENSION ±'

96TH STREET NW



BASELINE ENGINEERING, INC.

Land Development Professional Services
(253)565-4491 • Seattle (206)824-1205 • FAX (253)565-8563
Land Planning & Use • Engineering • Surveying
1910-64th Avenue West • Tacoma, WA 98466

DRAWN BY	DP	DATE	12/3/14	JOB NO.	05-107.1
CHECKED BY	TCF	SCALE	NTS	SHEET	3 OF 3



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

Subject: East Water Tank Painting and Structural Retrofit– Consultant Services Contract Amendment and Consultant Services Contract

Dept. Origin: Public Works

Proposed Council Action:

1. Authorize the Mayor to execute a Consultant Services Contract Amendment #2 with HDR Engineering, Inc. in an amount not exceed \$12,295.95; and
2. Authorize the City Engineer to approve additional expenditures up to \$3,000 to cover any Consultant Service Contract change orders and;
3. Authorize the Mayor to execute a Consultant Services Contract with Construction Testing Laboratories, in an amount not to exceed \$2,510.00 for materials testing associated with the Project Contract Documents

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: March 9, 2015

Exhibits: Consultant Services Contract Amendment, Consultant Services Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date
 [Signature] 3-16-15
 RW 3/16/15
 Per email dated 3/12/15
 [Signature] 3/13/15
 [Signature] 3/11/15
 [Signature] 3/14

Expenditure Required	\$17,802.95	Amount Budgeted	\$ 350,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A 2015-2016 budgeted objective provides for the East Water Tank Painting and Structural retrofit. This amendment to the consultant services contract with HDR Engineering, Inc. provides for construction support of the improvements to the existing water tank.

The consultant services contract with Construction Testing Laboratories provides for special inspections and material testing during construction as required by the building permit.

FISCAL CONSIDERATION

The 2015-2016 City of Gig Harbor Budget includes funding for this work in the Water Division - Capital budget. The budget summary for this item is provided in the table below. All prices include WSST.

2015-2016 Budget for Water Division – Capital, Objective 8&9 (East Tank Seismic and Mechanical Upgrades)	\$ 350,000.00
Total Available	\$ 350,000.00

Anticipated 2015 Expenses:	
Consultant Services Contract Amendment #2 – HDR Engineering, Inc.	(\$12,292.95)
Consultant Services Contract- Construction Testing Laboratories	(\$2,510.00)
Change Order Authority for Public Works Contract	(\$3,000.00)
Public Works Contract – (Future)	(\$332,197.05)
Remaining 2015-2016 Budget =	
	\$ 0

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Consultant Services Contract Amendment #2 with HDR Engineering, Inc. in an amount not exceed \$12,292.95; and
2. Authorize the City Engineer to approve additional expenditures up to \$3,000 to cover any Public Works Contract change orders and;
3. Authorize the Mayor to execute a Consultant Services Contract with Construction Testing Laboratories, in an amount not to exceed \$2,510.00 for materials testing associated with the Project Contract Documents

**SECOND AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract dated June 24, 2014, and as amended September 23, 2015, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is engaged in completing the East Water Tank Seismic and Mechanical Upgrades Design and desires to revise consultation services in connection with the project; and

WHEREAS, Section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Twelve Thousand Two Hundred Ninety-Two Dollars and Ninety-Five Cents (\$12,292.95), as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2016.

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**EAST TANK MECHANICAL AND STRUCTURAL
RETROFIT PROJECT**

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION

The East Tank is an existing water reservoir that is part of the City of Gig Harbor's domestic water distribution system. The reservoir is a circular steel tank with an estimated diameter of 52' and an assumed height of 16'. The City of Gig Harbor is now looking to construct the structural and operational upgrades to the East Tank. The work for this phase of the project is to provide services during construction. Those services are assumed to be the following:

Permit Drawing Support:

- Respond and or provide clarification to permit plan drawing review comments from Pierce County Planning and Land Services (PALS)
- As needed: Update plans based upon PALS requirements requested of the CITY.
- Provide amended engineering plans in support if the project permit process.

Pre-bid Services:

- Attend a pre-bid meeting at the tank and provided basic design clarifications and answer field questions.
- As needed: provide written design or plan clarification to the City of Gig Harbor to support the successful bid of the work.

Construction Coordination:

- Attend 2 construction meetings on site or at the Civic center.
- Review project submittals and provide written or email approvals to the City.
- Review and provide responses to RFI(s) correspondence.

Onsite Construction Observation Services:

- Provide onsite evaluation of the project construction elements.
- Provide a summary of the site visit on WSDOT LAG IDR form 422-044A

**PART 2.0: SCOPE OF SERVICES TO BE PERFORMED BY THE CONSULTANT FOR
THE CONSTRUCTION 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 to the approved scope and budget and coordinate with the CITY to facilitate efficient progress and timely completion of the project deliverables.

Elements of work included in this task include:

- Evaluate and Monitor Project Budget
- Review the contractor provided schedule
- Develop Project Guide
- Establish Communication Plan
- Develop and Monitor Quality Management Plan

Assumptions:

The CONSULTANT will manage the work products provided by HDR and PCS to the approved scope, budget and schedule. In the event that additional work not defined in the scope is requested of the CONSULTANT, an approved scope amendment and budget will be prepared for review and approval prior to starting the work.

2.2 EAST TANK SERVICES DURING CONSTRUCTION

The CONSULTANT will attend a pre-bid meeting with the CITY and provide clarification of contractor inquiries to the CITY regarding project design elements. Conduct 3 site visits of the East Tank and provide construction observation of the mechanical, structural, and safety upgrades proposed for the east tank.

The CONSULTANT and Sub-CONSULTANT shall provide written inspection report to the CITY of the construction activities observed during the site inspection within 1 day of observation.

The CONSULTANT will attend 2 construction coordination meetings with the CITY and contractor, review project submittals and provide written response(s) to project Request for Information (RFI) with one day of receiving the RFI.

Assumptions:

The CITY will provide the CONSULTANT with a copy of the final contract documents of the East Tank Project.

The CITY will be responsible to provide the required equipment needed to gain access to the tank to perform inspections of the mechanical, safety and structural upgrades as well as a ladder tall enough to evaluate the roof of the East Tank.

RFI reviews will be processed during business hours only and no overtime is anticipated to complete RFI reviews unless directed by the CITY in the form of a scope and budget amendment.

2.2.1 Pre-Bid Construction Services

The CONSULTANT will provide pre-bid construction services in support of the East Tank project which includes the following:

- Provide clarification and responses to Pierce County PALS review comments

- The project plans will be updated and re-sealed 1 time by the Engineer(s) of record at the request of the CITY based on PALS review comments. Additional changes requested by the city will be considered extra work not specifically covered in this scope document and budget.
- Attending pre-construction walk through with the CITY onsite at the East Tank project site.
- Provide up to three written clarification of contractor inquires to the CITY.
- Prepare up to three addenda for revisions to the plans for the east tank at the request of the CITY

The pre-bid responses and recommendations will be summarized and provided to the CITY in a technical memorandum.

Assumptions:

The CONSULTANT will amend and seal the project drawings at the direction of the CITY based on PALS review. It is assumed this effort is related solely to clarifying or providing additional detail to the CITY to assist in the PALS review process and meet Pierce County code or address field conditions unknown to the CONSULTANT or contractor. Deviations from the currently approved design or requests to alter the design in a manner that requires a new approach to the layout and supporting engineering, will be considered extra work and a negotiated scope and budget will be required prior to making the changes.

2.2.2 Construction Coordination Services

The CONSULTANT will provide construction coordination in support of the construction of the upgrades to the East Tank. The CONSULTANT will provide the following:

- Attend 2 construction meetings at the construction site or City of Gig Harbor Civic Center
- Review up to 10 project submittals and provide written recommendations for changes or approvals to the CITY.
- Review and provide responses for up to 10 RFI(s) regarding the Mechanical, structural and safety improvements shown in the plans.

2.2.3 Construction Observation

The CONSULTANT and Sub-CONSULTANT will provide construction observation of the design elements defined in the approved project plans.

- The SUB-CONSULTANT will provide construction observation of the installation of the roof structural retrofit elements.
- The CONSULTANT will provide construction observation of the mechanical and safety upgrades shown in the approved project plans.

Assumptions:

The CONSULTANT has assumed that all site observation for the East Tank will be coordinated by the CITY. It has been assumed that a total of 3 site visits will be necessary by the CONSULTANT. Additional site visits will be considered extra work and not covered under this scope of services.

Deliverables:

Meeting notes and summary of clarification(s) of the Project pre-bid walk though conducted by the CITY.
Project RFI(s) responses (10 total) to the CITY regarding design clarifications
Submittal reviews of project materials and components (10 total)
Daily Observation reports using WSDOT form 422-044A for time spent on site
Update permit plans from PALS review (as requested)

PART 3.0 CITY RESPONSIBILITIES:

- The CITY shall provide the CONSULTANT with the approved plans for the project
- 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 scope amendment 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 \$12,292.95 (Twelve thousand two hundred ninety two dollars and ninety five 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. The CONSULTANT's staff and billing rates shall be as described and depicted in **Exhibit B**.

EXHIBIT B
RATE SCHEDULE

Position		Fully Burdened Rates	
		Minimum	Maximum
Classification			
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

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
CONSTRUCTION TESTING LABORATORIES

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

RECITALS

WHEREAS, the City is presently engaged in East Tank Structural Retrofit 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 Thousand Five Hundred Ten Dollars and Zero Cents (\$2,510.00) 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, 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:
Construction Testing Laboratories
ATTN: Dennis Smith, Operations Manager
400 Valley Avenue NE, Suite 102
Puyallup, WA 98372
(253) 383-8778

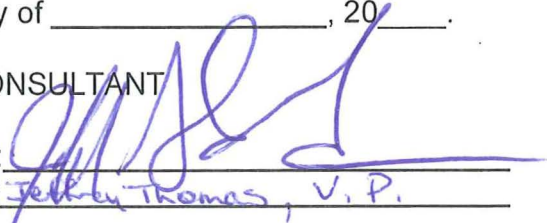
City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

By: 
Its: Jeremy Thomas, V.P.

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Construction Testing Laboratories

Consent Agenda - 4
400 Valley Avenue NE of 18
Suite 102
Puyallup, WA 98372
253-383-8778
fax 253-770-8232
www.ctlwa.com

March 05, 2015

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

Attn: Marcus McGraw

REF: **East Tank Structural Retrofit**
Special Inspection & Testing Services

Dear Mr. McGraw,

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

- Inspection, sampling & cylinder pick-up..... \$ 52.00/hr
- COMPRESSIVE STRENGTH TESTS:**
- Concrete Test Cylinders \$ 21.00/ea

SOILS:

- Soil Technician (Inspector)..... \$ 55.00/hr
- In-Place Density Tests..... NO CHARGE
- Maximum Density-Optimum Moisture Determination Analysis..... \$ 180.00/ea

STRUCTURAL STEEL & METALS

- Visual Welding Inspection..... \$ 58.00/hr

MILEAGE:

- Mileage NO CHARGE



Construction Testing Laboratories

Consent Agenda - 4
400 Valley Avenue NE of 18
Suite 102
Puyallup, WA 98372
253-383-8778
fax 253-770-8232
www.ctlwa.com

March 05, 2015

RE: East Tank Structural Retrofit
Special Inspection & Testing Services

ESTIMATED TOTAL COST:		
TYPE OF INSPECTION & TESTING	ESTIMATED COST	
SOILS		
Approximately 8 hours testing	\$	440.00
Approximately 1 proctors	\$	180.00
Mileage	\$	N/C
ESTIMATED SOILS COST:		\$ 620.00
CONCRETE		
Approximately 10 hours inspection and testing	\$	520.00
Approximately 10 concrete test cylinders	\$	210.00
Mileage	\$	N/C
ESTIMATED CONCRETE COST:		\$ 730.00
WELDING		
Approximately 20 hours inspection	\$	1,160.00
Mileage	\$	N/C
ESTIMATED WELDING COST:		\$ 1,160.00*
* Inspection of welds to be performed in accordance with the 2012 International Building Code and AISC 360. The welds, on the project plans, require periodic inspection. Periodic inspections will be performed.		
ESTIMATED TOTAL COST:		\$ 2,510.00

Our estimated total cost to provide our inspection and testing services **\$2,510.00**. The actual cost will vary, as our costs are directly dependent upon City of Gig Harbor 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.

BASIS OF CHARGES:

Four-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.



Construction Testing Laboratories

Consent Agenda - 4

400 Valley Avenue NE 8 of 18

Suite 102

Puyallup, WA 98372

253-383-8778

fax 253-770-8232

www.ctlwa.com

March 05, 2015

RE: East Tank Structural Retrofit
Special Inspection & Testing Services

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.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)

Dennis Smith

Operations Manager
e-mail: denniss@ctlwa.com
cell # 253-732-7575
DMS / am



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

Subject: Arts Commission Work Program

Dept. Origin: Public Works

Proposed Council Action: Accept the Arts Commission Work Program as proposed.

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: March 23, 2015

Exhibits: None

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

JG 3-16-15
RW 3/16/15
VIA EMAIL 3/16/15
ADP 3/16/15

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

The City's Arts Commission is requesting their 2015 work program below be approved by City Council. This process is similar to the Council's approval process of the annual Planning Commission Work Program and Parks Commission Work Program. This process is intended to establish public art-related tasks that are desired by the public, the Arts Commission, and the City Council.

BOARD OR COMMITTEE RECOMMENDATION

The City's Arts Commission used the uncompleted 2014 work program items as a starting point for their 2015 list. The Public Works Committee subsequently reviewed and updated the work program items at their March 9 meeting with the resulting proposed list outlined below.

Arts Commission 2015 Work Program Items

Work Program Item	Item Description
Maritime Pier	A Call for Artists was published in February 2015 with a due date of April 30th. The Arts Commission will be back before the Public Works Committee with a recommendation sometime in May. The estimate installation date is December, 2015. If a suitable proposal isn't received by the due date, the Commission will come to the Public Works Committee with a recommendation to approach local businesses and organizations to increase the amount of funds available for the art piece.

Outdoor Gallery Program	Two sculptures are being placed on the two existing pedestals this spring. The Commission would like to continue to add basalt pedestals in various sites identified around the harbor as funding allows.
Cultural Arts Element – Gig Harbor Comprehensive Plan	The commission would like to explore ways to make sure The Arts of all kinds are represented in the city's Comprehensive Plan.
Art History Presentation	In April, the Commission is partnering with Peninsula Art League in presenting an evening with Peter Altman of Tacoma. Peter will share his story about how his mother successfully re-possessed four paintings done by Gustav Klimt that had been stolen from her family by the Nazis in WWII. She was the first American to ever sue a foreign government (Austria). Her case went to the U.S. Supreme court and she won back the paintings. A movie called "The Lady in Gold" tells the story. It will open Apr. 3 at theaters throughout the US (still trying to learn if it will play in Gig Harbor).
Workshops	Continue the following low-cost workshops: <ul style="list-style-type: none"> • Work with the Peninsula Library to present a workshop on 3-D Printing. • Repeat the very successful "Making Friends with the Media" Workshop sometime this year. • In October the Commission will host a workshop on "Using Video to promote your business."
Outdoor Art / Self-Guided Tour	The Commission will work with the Downtown Waterfront Alliance on the next round of brochures to include info on city-owned public art locations within their map/guide publication.
Public Art and Funding Partnerships	There may be opportunities for partnering with local foundations, organizations, the Tribes and other groups to fund the placement of public art around the city. The Commission has identified possible grant opportunities. All partnering efforts will be approved by the City Council.
City Capital Improvement Projects – Art Locations	The Public Works Department will work with the Arts Commission to prepare for the placement of art in 2016 as part of three previously budgeted capital improvement projects. These capital projects include the Harborview Dr. sidewalk improvements, Kimball Dr./Hunt St. overlay, and 50 th St. box culvert.

FISCAL CONSIDERATION

N/A

RECOMMENDATION/MOTION

Accept the Arts Commission Work Program as proposed.



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

Subject: Wastewater Treatment Plant Lift Station 3A Odor Covers – Contract Authorization

Proposed Council Action:
Authorize the Mayor to execute a Small Public Works Contract with Rognlins Inc. in the amount of \$40,687.50 to construct and install Lift Station 3A Odor Covers

Dept. Origin: Public Works/Operations

Prepared by: Darrell Winans *DW*
WWTP Supervisor

For Agenda of: March 23, 2015

Exhibits: Small Public Works Contract

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	_____
Approved as to form by City Atty:	<i>By Email 03/17/15</i>
Approved by Finance Director:	<i>[Signature] 3/17</i>
Approved by Department Head:	_____

Expenditure Required	\$ 40,687.50	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Lift Station 3A receives and transfers all wastewater from the city to the WWTP. To prevent odors from escaping and becoming unpleasant to the neighboring businesses and pedestrian traffic in the area, an odor bed was installed at the time of original construction in 2003. The original cover was constructed of wood and sheet metal. The environment is high moisture and has made the existing covers weak and dangerous to remove and service the media and sprinklers inside the enclosure. The proposed replacement covers will be manufactured to provide a long life and safe operation by a single individual with no need for additional equipment to complete the service.

In accordance with the City's Limited Public Works Process (Resolution No. 884), staff solicited written quotes from three contractors on the Facility Construction, Repair and Maintenance, Metal Fabrication Small Works Roster. One quote was received for this work:

Contractor	Total Bid (incl. WA sales tax)
Rognlins Inc.	\$40,687.50

FISCAL CONSIDERATION

Sufficient funds to design, construct and install the odor covers exists in the current 2015-2016 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Small Public Works Contract with Rognlins Inc. in the amount of \$40,687.50 to construct and install Lift Station 3A Odor Covers.

Exhibit A

LIFT STATION 3A ODOR COVERS QUOTE FORM March 4, 2015

For consideration for this project, price quotations must be received on this form by 10:00 a.m., Tuesday, March 17, 2015 at:

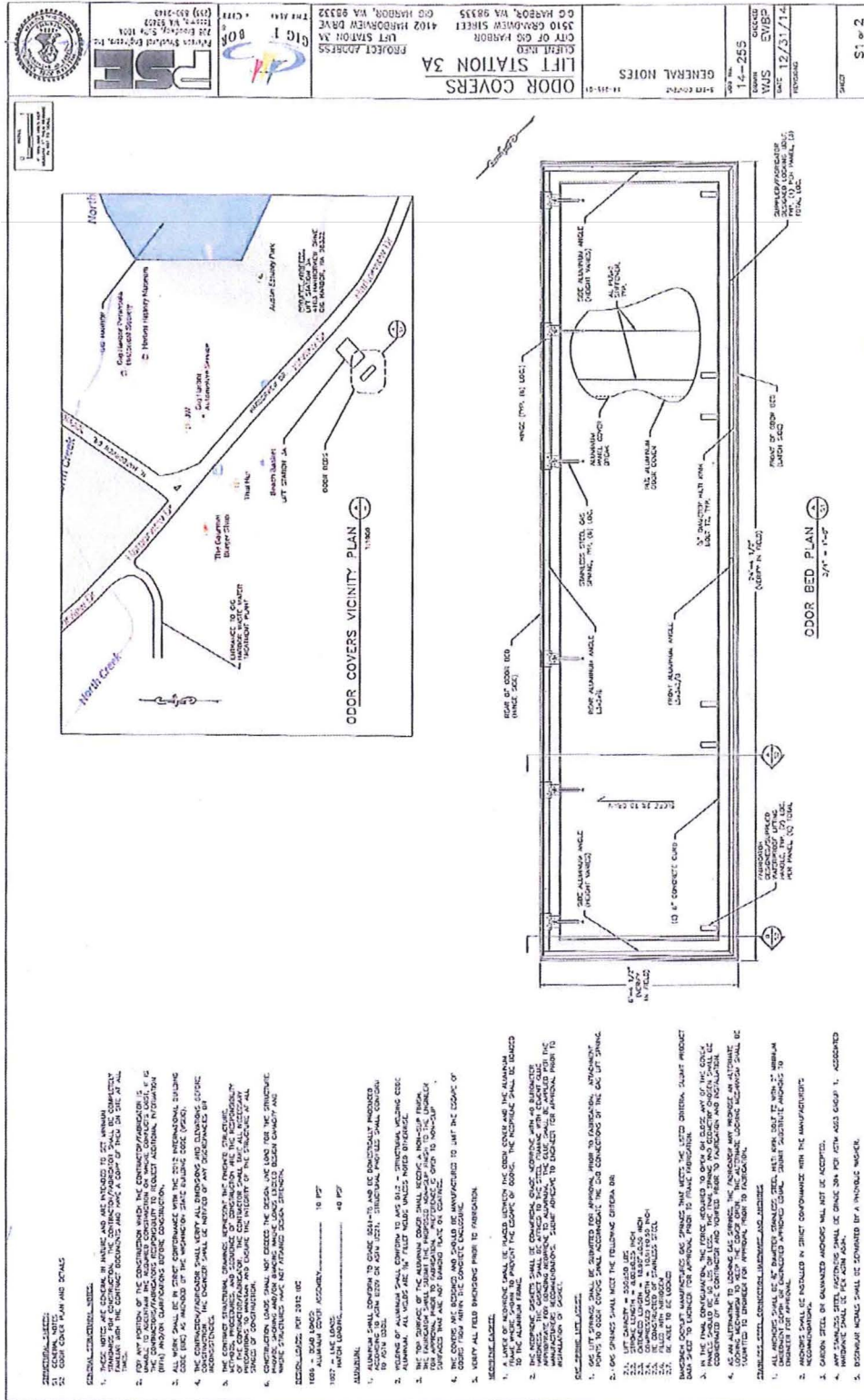
Mall/Hand-Deliver to: City of Gig Harbor
Wastewater Treatment Plant
Attn: Nancy Nayer
3510 Grandview Street
Gig Harbor, WA 98335

Or email to: nayern@cityofgigharbor.net

Questions: Contact Darrell Winans (253) 377-6144 or email winansd@cityofgigharbor.net

<u>ITEM</u>	<u>DESCRIPTION:</u>	<u>AMOUNT</u>
	The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work (Exhibit A) Plans and Specifications for:	
BASE BID -	LIFT STATION 3A ODOR COVERS	\$ 37,500 ⁰⁰
	WA State Sales Tax (8.5%)	\$ 3,187 ⁵⁰
	TOTAL FOR BASE BID	\$ 40,687 ⁵⁰

Signature: Kate Snodgrass Date: 3/17/15
 Printed Name: Kate Snodgrass Title: Vice President
 Company Name: Rogalin's, Inc
 Address: 321 W. State St.
Aberdeen WA 98520
 Phone: (360) 532-5220 Fax: (360) 532-5761
 Email address: bids@rogalins.com
 UBI Number: 141 005 883
 WA Contractor License No.: ROGNL**342LF





Consulting Structural Engineers
Portland, Oregon • Tacoma, Washington
www.pseengineers.com

Structural Design Calculations

Lift Station 3A Odor Covers
Gig Harbor, Washington

Client Information

Darrell Winans
Wastewater Treatment Plant Supervisor
City of Gig Harbor Public Works
3510 Grandview St
Gig Harbor, WA 98335

Project Site

Lift Station 3A
3805 Harborview Dr.
Gig Harbor, WA 98335

Prepared By:

Peterson Structural Engineers
December 31, 2014
Job No. 14-255

Endorsement



SCOPE: To provide calculations to support the design of a replacement cover for the odor beds at Lift Station 3A in Gig Harbor, Washington. Calculations include structural aluminum calculations for the cover itself and lift assist spring calculations.

REFERENCES:

1. "Lift Station 3A – Odor Control Cover" scope requirements from Gig Harbor, WA (received December 1st, 2014).
2. ASCE/SEI 7-10, Second Edition, Minimum Design Loads for Buildings and Other Structures, American Society of Civil Engineers (ASCE)
3. 2013 Washington State Building Code (WSBC)
4. 2012 International Building Code (IBC)
5. 2010 Aluminum Design Manual

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Project: 14-255 Date 12/31/2014
Calc. by WJS Sheet no. 2 of 13

DESIGN CRITERIA PER THE IBC AND ASCE 7-10

Risk Category n/a

Loads

Dead Loads

Aluminum Hatch Cover Assembly D=10psf

Live Loads

Aluminum Hatch Cover Assembly L=40psf (min. from GH is 30psf per Ref. 1)

Snow/Ice Loads

Not considered

Wind Load

Not considered

Seismic Load

Not considered

PSE Portland Office
5319 SW Westgate Drive Suite 215
Portland, Oregon 97221

Peterson Structural Engineers, Inc.
www.pseengineers.com

Tacoma Office
708 Broadway Suite 100A
Tacoma, Washington

Project: 14-255 Date 12/31/2014
Calc. by WJS Sheet no. 3 of 13

ODOR CONTROL LOVERS

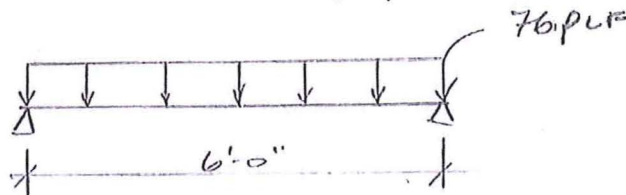
OBJECTIVE: DEMONSTRATE THAT THE HATCH
LOVER IS ADEQUATE IN BOTH
STRENGTH & SERVICE CONDITION.

1) STRENGTH CALCULATIONS

- LOADS: DEAD = 10 PSF (CONSERVATIVE)
LIVE = 40 PSF (PER ASLE, 10 PSF
MORE THAN GH REQ.)

LOAD COMBO: $1.2 DL + 1.6 LL$
 $= 1.2(10 \text{ psf}) + 1.6(40 \text{ psf})$
 $W_u = 76 \text{ psf TOTAL}$

- USE 1# EQUIVALENT STRIP W/ SPAN
OF 6'-0" $\Rightarrow W_u = 76 \text{ plf}$



$$\begin{aligned} \therefore M_u &= w_u l^2 / 8 = (76 \text{ plf})(6'-0'')^2 / 8 \\ &= 342 \text{ lb-ft} \\ &= 4,104 \text{ K-in} \end{aligned}$$

OPOR CONTROL COVERS - CONT

• 5/16" MATERIAL $\Rightarrow S_x = \frac{bd^2}{6} = \frac{(12")(\frac{1}{4}")^2}{6}$

$S_x = 0.125 \text{ in}^3$

• ALUMINUM 6016-T6 $f_y = 35 \text{ ksi}$

$\phi_y = 0.95$

• $\phi M_N = \phi f_y S_x > M_u$

• $F_{y,MIN} = \frac{M_u}{\phi S_x} = \frac{4.104 \text{ k-in.}}{(0.95)(0.125 \text{ in}^3)}$

$\approx 34.6 \text{ ksi} < 35 \text{ ksi}$

\Rightarrow 1/4" 6016-T6 PLATE IS ADEQUATE FOR STRENGTH

2) CALCULATE DEFLECTION

• INCLUDE STIFFENER IN DEFLECTION

• LOAD = DL + LL = 10 psf + 30 psf

$w = 40 \text{ psf}$

$w = 0.0034 \text{ k/ft}$

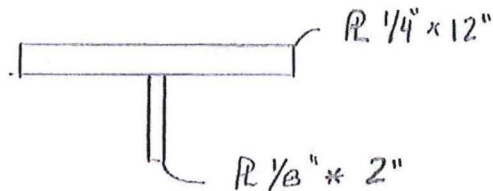
• $E_{AL} = 10,000 \text{ ksi}$

• $L = 6'-0"$

$= 72"$

ODOR CONTROL COVERS - CONT'

> $I_{EQ.}$ = BASED ON 1'-0" STAFF



$$I_{EQ.} = 0.391 \text{ in}^4$$

$$\Delta = \frac{5 w l^4}{384 E I} = \frac{5 (0.0034 \text{ KLF}) (72")^4}{384 (10000 \text{ ksi}) (0.391 \text{ in}^4)}$$

$$= 0.30 \text{ in DEF}$$

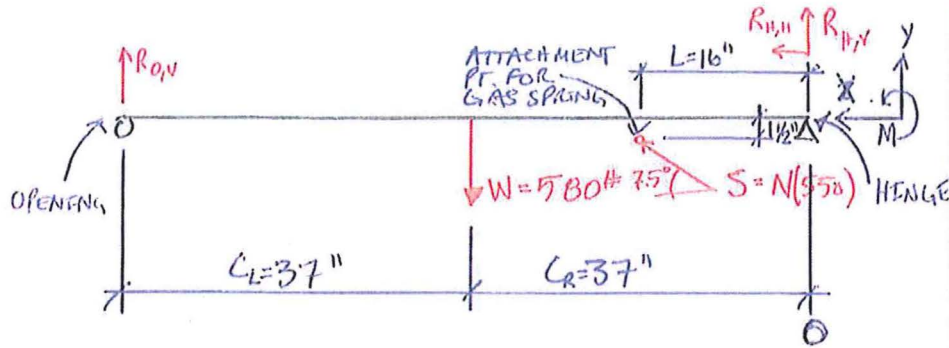
$$\text{DEFLECTION LIMIT} = \frac{L}{240} = \frac{72"}{240}$$

$$= 0.30$$

∴ DEF IS OKAY //

SUMMARY: USE A 1/4" ALUMINUM 6061-T6
LOWER PLATE W/ AL R 1/4" x 2"
STIFFENERS @ 2'-0" O.C. MAX.

GAS SPRING CALCS - CLOSED



• CALCULATE DL OF LED

$$\gamma_{AL} = 171 \text{ pcf}$$

$$\begin{aligned} \text{LED} &= \gamma * L * W * t = (171 \text{ pcf})(24.25')(6.17')(\frac{1}{4}'') \\ &= (171 \text{ pcf})(3.117 \text{ CF}) \\ &= 533 \# \end{aligned}$$

$$\begin{aligned} \text{STIFFENERS} &= \gamma * L * h * t * N = (171 \text{ pcf})(6.17')(2'')(\frac{1}{4}'')(12) \\ &= (171 \text{ pcf})(0.257 \text{ CF}) \\ &= 44 \# \end{aligned}$$

$$\text{TOTAL WT} = 577 \# \rightarrow \text{SAY } 580 \# \text{ TOTAL}$$

GAS SPRING CALL - CONT

- TO HOLD LID OPEN (ACCORDING TO GRAINGER)

$$\text{FORCE} = \frac{WC}{LN}$$

$W = WT$
 $C_R = \text{C.O.M. } \phi \text{ HINGE}$
 $L = \text{HINGE } \& \text{ MOUNT PT}$
 $N = \# \text{ OF SPRINGS}$
 $\text{FORCE} = 550 \#/\text{SPRING}$
 (Reduce by 10%)

$$\begin{aligned}
 \therefore N &= \frac{WC}{L \times \text{FORCE}} \\
 &= \frac{(580\#)(37\text{''})}{(16\#)(550\#)}
 \end{aligned}$$

$$= 2.68 \Rightarrow \text{MIN (3) TO KEEP HATCH OPEN}$$

- DETERMINE EQUILIBRIUM (ASSUME $N = (6)$ SPRINGS)
(1 @ EA. HINGE)

$$\circ \Sigma F_y = 0 : (6)(550\#)(\cos 7.5) = R_{H,H}$$

$$R_{H,H} = 3,272\#$$

(FORCE ON BOLTS ϕ)
STIFF w/ SPRING

$$\circ \Sigma F_x = 580\# = R_{O,V} + R_{H,V} + (6)(550\#)(\sin 7.5)$$

$$R_{O,V} + R_{H,V} = 580\# - 431\#$$

$$R_{O,V} + R_{H,V} = 150\#$$



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project _____ date _____
 designer _____ sheet **B** of **13**

GAS SPRING CALC - CONT

$$\sum M_o = 0 \quad (580\#)(37") = (6)(550\#)(\sin 7.5)(16") \\ + (6)(550\#)(\cos 7.5)(1.5") \\ + (R_{qv})(74")$$

$$21,460\#-in = 11,800\#-in + (R_{qv})(74")$$

$$R_{qv} = 9,660\#-in / 74"$$

$$R_{qv} = 130\# \Rightarrow \text{NEED } 130\# \text{ TOTAL TO LEFT LED}$$

$$\text{so } R_{qv} = 130\#, \quad R_{rv} = 20\#$$

GAS SPRING CALCS

(OPEN POSITION)

FORCES SUMMARY

X-DIR

$R_{HH} @ y = 0$

$S_H = (3,300\#)(\cos 88.8^\circ)$
 $= 69.1\# @ 15.45"$

$R_{OH} = R_0(\cos 15) @ 71.48"$

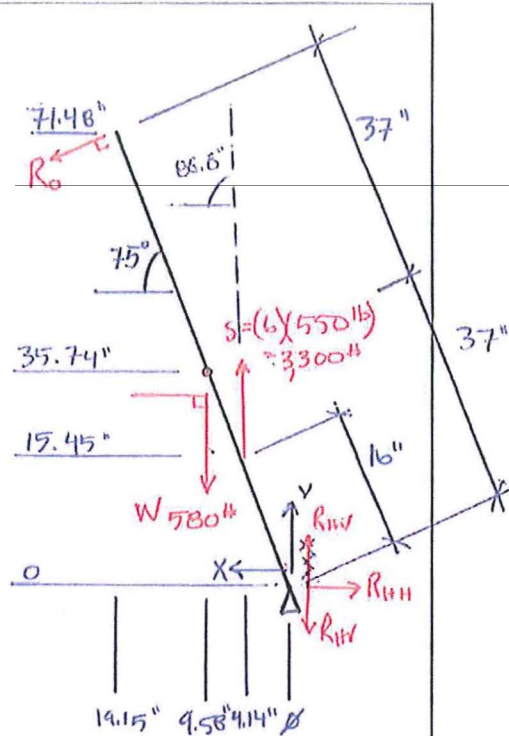
Y-DIR

$R_{HV} @ x = 0$

$S_V = (3,300\#)(\sin 88.8^\circ)$
 $= 3,299\# @ x = 4.14"$

$W = 580\# @ x = 9.58"$

$R_{OV} = R_0(\sin 15) @ x = 19.15"$



GAS SPRING CALLS

$$\Sigma F_x = \phi \cdot R_{H+H} = 69.1\# + R_o \cos 15$$

$$\Sigma F_y = \phi : R_{H+V} + 3,299\# = 580\# + R_o \sin 15$$

$$\Sigma M = 0 \quad (69.1\#)(15.45'') + R_o \cos 15 (71.48'') \\ + (580\#)(9.58'') + R_o \sin 15 (3,299\#)(4.14'')$$

$$\Rightarrow 13,658\#-in = 1,068\#-in + 5,564\#-in + R_o(69.0) + R_o(4.96)$$

$$13,658\#-in = 6,632\#-in + R_o(74'')$$

$$7,026\#-in = R_o(74'')$$

$$\therefore \boxed{R_o} = 95\# \text{ TO CLOSE}$$

$$R_{H+H} = 161\# \text{ TOTAL (TO TIE RIG, HT)}$$

$$R_{H+V} = 2,694\# \text{ TOTAL (UPLEFT)}$$

SUMMARY

TOTAL FORCE REQ'D TO:

OPEN = 130#

CLOSE = 95#

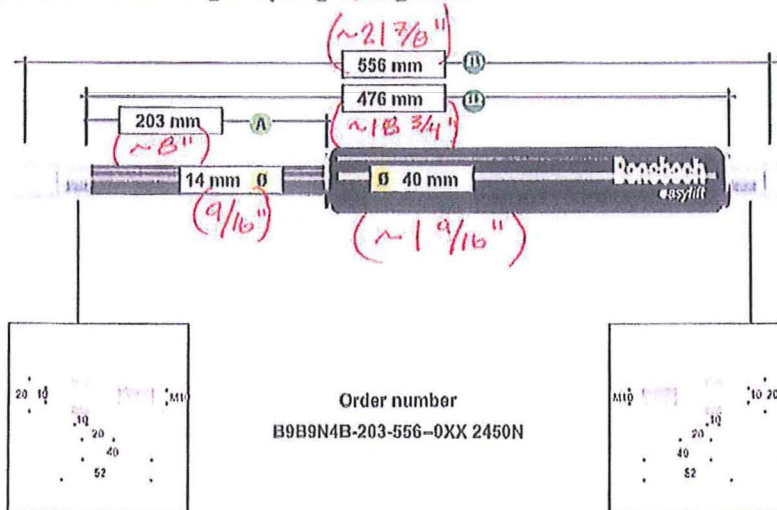


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project _____ date _____
designer _____ sheet 11 of 13



(STAINLESS OPTION)
Result of the Bansbach gas spring configuration:



Order number
B9B9N4B-203-556-OXX 2450N

B9	B9	N	4	B	203	556	OXX	2450
----	----	---	---	---	-----	-----	-----	------

31.12.2014

Gas spring

Extension-force: 2450 N (550 lbs)
 Stroke: 203 mm
 Diameter: 14/40
 Model: with valve inside the cylinder, stainless steel (V4A, AISI No 316L)
 Push-out speed/damping: normal speed, normal end damping
 Connecting part piston rod: Clevises (B9)
 Connecting part cylinder: Clevises (B9)

Extended length EL2: 476 mm
 Extended length EL1: 556 mm
 The total length is calculated when the piston rod is extended. Length tolerance: +- 2mm. The shown length is the minimum length.

Chosen brackets

suitable for the selected connecting parts mentioned above

Bracket piston rod side: -
 Bracket cylinder side: -

Number of pieces:

Contact

Company: Country:
 Name: Fon:
 Street: E-Mail:
 Zip-Code/City:
 Message

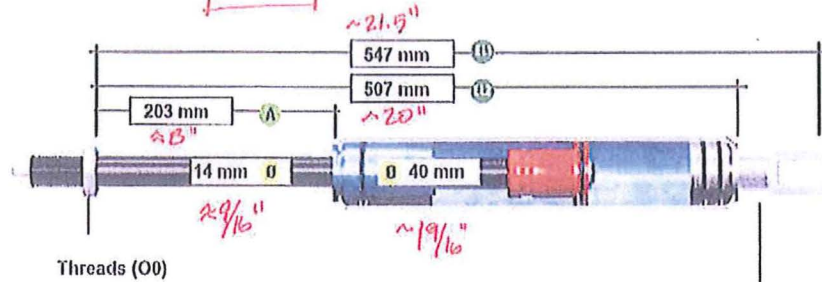
PG. 12/13

Bansbach easylift GmbH
 Barbarossastraße 8
 D-73547 Lorch
 Fon. +49(0) 7172/9107-0
 Fax +49(0) 7172/9107-44
 info@bansbach.de
 www.bansbach.de



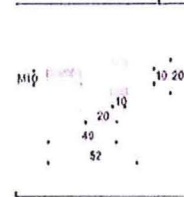
LOCKABLE OPTION

Result of the Bansbach lockable gas spring configuration:



** NEED STAINLESS STEEL COMPONENTS **

Order number
00D9B-B-203-547--0XX 2450N



00	D9	B	-	B	203	547	0XX	2450N
----	----	---	---	---	-----	-----	-----	-------

31.12.2014

Gas spring

Extension-force: 2450 N (*550 lbs*) Stroke: 203 mm (*8"*)
 Diameter: 14/40 Model: B
 Push-out speed: normal Release travel: normal release
 Connecting part piston rod: Threads (00) Connecting part cylinder: (D9)

Extended length EL2: 507 mm
 Extended length EL1: 547 mm

The total length is calculated when the piston rod is extended. Length tolerance: +- 2mm. The shown length is the minimum length.

Release system

Release system: Hydraulic
 Model: Classic, 5.2
 L1: 610
 L2: 610
 L3: 610
 Connector:
 Accessories:

Number of pieces:

Contact

Company: Country:
 Name: Fon:
 Street: E-Mail:
 Zip-Code/City:
 Message

PG 13/13

Bansbach easylift GmbH
 Barbarossastraße 8
 D-73547 Lorch

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 Fax +49(0) 7172/9107-44

Info@bansbach.de
 www.bansbach.de



**CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and Rognlins Inc., a Washington corporation (the "Contractor").

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

1. Scope of Work.

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

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work. All work performed under this Contract shall be completed no later than 45 days after the City gives the Notice to Proceed.

3. Payments.

The Contractor agrees to perform all work called for at the rate of \$40,687.50, which includes applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed \$40,687.50.

4. Retainage.

[This portion intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This portion intentionally left blank.]

6. Warranty/Maintenance Bond.

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

warranty the labor and installation of materials for a two-year warranty period in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

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

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

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

8. Insurance.

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

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

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

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

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

9. Prevailing Wage.

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney



Business of the City Council City of Gig Harbor, WA

Subject: Eddon Boat Shop Deck Replacement – Amendment to the Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute an amendment to the Consultant Services Contract with Peterson Structural Engineers in an amount not to exceed \$ 2,720.00.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: March 23, 2015

Exhibits: Contract Amendment with Scope and Fee

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *JW 3/17/15*

Approved as to form by City Atty: *VIA EMAIL 3/17/15*

Approved by Finance Director: *DR 3/17*

Approved by Public Works Dir.: *JDL 3/17/15*

Expenditure Required	\$ 2,720.00	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City of Gig Harbor owns and maintains the Eddon Boat Shop building located within Eddon Boat Park. Routine inspections of the Park have found progressing deterioration of the wooden deck located between the building and the Harborview Drive sidewalk. In September 2014 the City contacted the Gig Harbor Boat Shop about the progressive deterioration. The City ultimately decided to close a majority of the deck until comprehensive repairs to the deck are completed.

Due to building code requirements the City contracted with Peterson Structural Engineers in November 2014 to prepare structural documentation for the deck replacement. This proposed amendment to the existing consultant services contract provides for structural engineering assistance during construction. The current project schedule anticipates construction being completed in early April 2015.

FISCAL CONSIDERATION

Funding for the consultant services contract and construction materials were not budgeted for the 2015 Budget. However, sufficient reserves exist in the Parks Operating Fund at this time to fund these expenses.

BOARD OR COMMITTEE RECOMMENDATION

Because this effort consists of standard maintenance, this work has not been presented to a board or committee.

RECOMMENDATION/MOTION

Authorize the Mayor to execute an amendment to the Consultant Services Contract with Peterson Structural Engineers in an amount not to exceed \$ 2,720.00.

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PETERSON STRUCTURAL ENGINEERS, INC.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated November 12, 2014 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Peterson Structural Engineers, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Eddon Boat Shop Deck Replacement Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Two Thousand Seven Hundred Twenty Dollars and Zero Cents (\$2,720.00), as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to April 30, 2015.

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A



Peterson Structural Engineers, Inc.

Consulting Structural Engineers
Portland, Oregon • Tacoma, Washington
www.psengineers.com

Mr. Jeff Langhelm, P.E.
Public Works Director
City of Gig Harbor Public Works
3510 Grandview Street
Gig Harbor, WA 98335

March 17, 2015
(revised)

File: PSE\14-194-01

Re: Scope and Fee for Eddon Boat Shop Deck Replacement

Dear Mr. Langhelm:

Thank you for the opportunity to work with the City of Gig Harbor on the Eddon Boat Shop Deck Replacement project. PSE has a long history of successful projects with municipalities and we are excited to establish a new relationship in the South Sound region.

The following limited scope and fee is for the development of structural plans and calculations for a replacement deck at the Eddon Boat Shop in Gig Harbor, WA. PSE understands that the City of Gig Harbor will issue the formal contract after the scope and fee is agreed upon. **Items in bold below indicate additional scope per request from City of Gig Harbor on March 16th, 2015 for construction support services.**

Scope:

Based on our understanding of the final deliverables and project schedule, we have generated the following scope tasks for PSE's services:

1. Computer generated structural drawings for the deck, railings and any details required at the sidewalk and building connection, stamped by a licensed Professional Engineer in the state of Washington
2. Structural calculations to support the design and demonstrate building code compliance of the complete deck structure design, generated under Task #1. Calculations to be stamped by a licensed Professional Engineer in the state of Washington.
3. 60% design review of structural drawings and structural calculations
4. Submission of final construction drawings and calculations in PDF format which incorporate City of Gig Harbor review comments from 60% submittal. Professional engineers stamp and signature to be in electronic format.
5. Site visit to take additional pictures and measurements (if required).
6. **Construction support services, as required, per request from City of Gig Harbor. Construction support services include services such as attendance to the pre-construction meeting, submittal review, responding to contractor generated RFI's and site visits to perform structural observation to ensure general conformance of the work to the project documents.**

PSE's understanding is that a shoreline permit will not be required for construction as the deck is being replaced in-kind. That is, the new deck structure will replace the existing deck structure, utilizing the same "footprint". ~~Additionally, construction support services provided by PSE are not anticipated and not included in the fee below. Should construction support be required or desired, PSE will bill for the time at our standard rates, see attached.~~ Construction support

5319 SW Westgate Dr. Suite 215, Portland, OR 97221 • Phone: 503-292-1635

708 Broadway Suite 100A, Tacoma, WA 98402 • Phone: 253-830-2140

City of Gig Harbor
Eddon Boat Shop Deck Replacement

3/17/2015

services will be will be billed on a time and materials basis at our standard 2014 rates (rates in effect when the initial contract was authorized). PSE estimates that construction support services will average 4 hours of billable time per week while the deck is being constructed and will notify the City of Gig Harbor should the hours billed greatly exceed this estimate.

Fee and Schedule

Based on the aforementioned scope, PSE's fees for professional services will be \$3,743 + \$2720 (based on 4 hours per week for 4 weeks, plus 2 hours for the pre-construction meeting). PSE understands that this project requires City Council approval before work can begin. PSE anticipates that we will be able to start work shortly after the Council approves funding for the project. Once engineering work commences, the deliverables will be completed within four (4) weeks including a one (1) week period designated for City of Gig Harbor 60% review. PSE also understands that the City of Gig Harbor anticipates that construction will begin after ~~January 1st~~, mid-March, 2015.

After engineering work commences, monthly invoices will be submitted for the work that has been completed to date. If changes or additional scope items cause a need for additional funds, we will apprise you of that situation before proceeding. Any direct costs incurred will be billed at cost plus 10%.

Scope and Fee Approval:

If the above scope and fee proposal is acceptable please sign and date where indicated below. Please return one copy for our records. PSE assumes that the City of Gig Harbor will issue the formal contract after this scope and fee has been agreed upon by both parties.

Thank you again for selecting PSE, we look forward to working with you on this project. Please call if you have any questions.

Sincerely,



3/17/2015

Erik Peterson, P.E.
PSE Owner and Managing Principal

Date

Jeff Langhelm, P.E.
City of Gig Harbor

Date

Submitted via e-mail: langhelmj@cityofgigharbor.net

Enclosures:

- PSE 2014 Fee Schedule
- Eddon Boat Dock Fee Estimate

PIERCE TRANSIT

Connecting communities with safe, reliable, customer-friendly transit options



PIERCE
TRANSIT

Nancy Henderson
Pierce Transit Commissioner

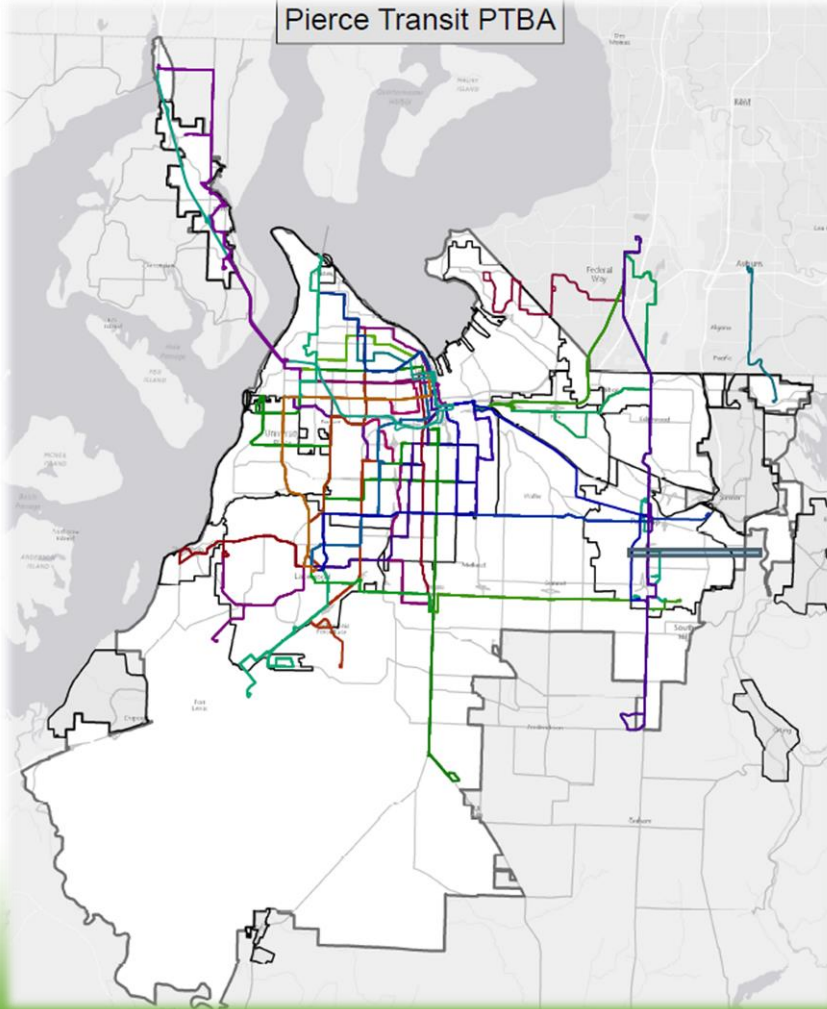
www.piercetransit.org

March 23, 2015
City of Gig Harbor

Pierce Transit Service Area



Pierce Transit PTBA



Jurisdictions

- Auburn
- Edgewood
- Fife
- Fircrest
- Gig Harbor
- Lakewood
- Milton
- Pacific
- Puyallup
- Ruston
- Steilacoom
- Tacoma
- University Place
- Pierce County

- 292 Square Miles
- 13 Cities and Towns and portions of Unincorporated Pierce County
- Joint Base Lewis McChord
- 70% of Pierce County's Population

Pierce Transit

Board of Commissioners



Rick Talbert
Chair
Pierce County Councilmember



Steve Vermillion
Vice Chair
Puyallup City Council



Pat McCarthy
Pierce County
Executive



Marilyn Strickland
Mayor of Tacoma



Don Anderson
Mayor of
Lakewood



Lauren Walker
Tacoma City
Council



Kent Keel
University
Place City
Council



Daryl Eiding
Mayor of Edgewood
Represents Fife,
Milton and
Edgewood



Nancy Henderson
Steilacoom Council
Represents Cities of: Pacific,
Auburn, Ruston, Fircrest,
Steilacoom and Gig Harbor

Pierce Transit STRATEGIC PLAN 2014-16



Currently Updating

GOALS

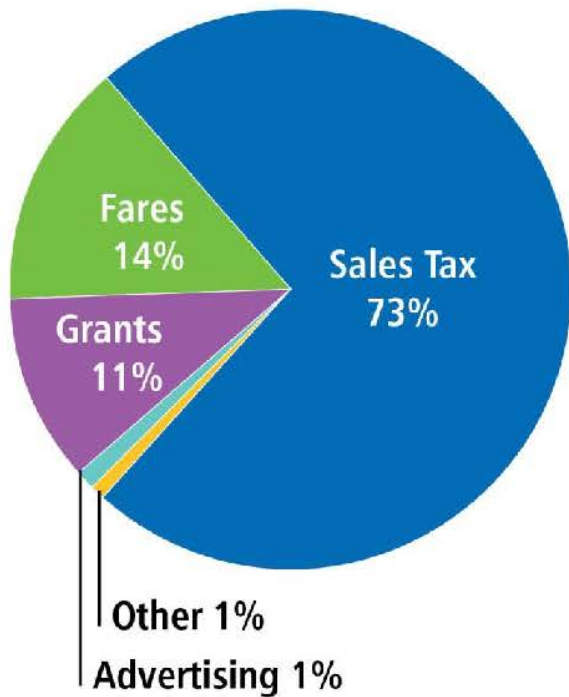
- Operational Excellence
- Financial Stability
- Innovative Solutions
- Community Engagement
- Economic Development
- Sustainability
- Engaged Workforce



Pierce Transit FINANCES

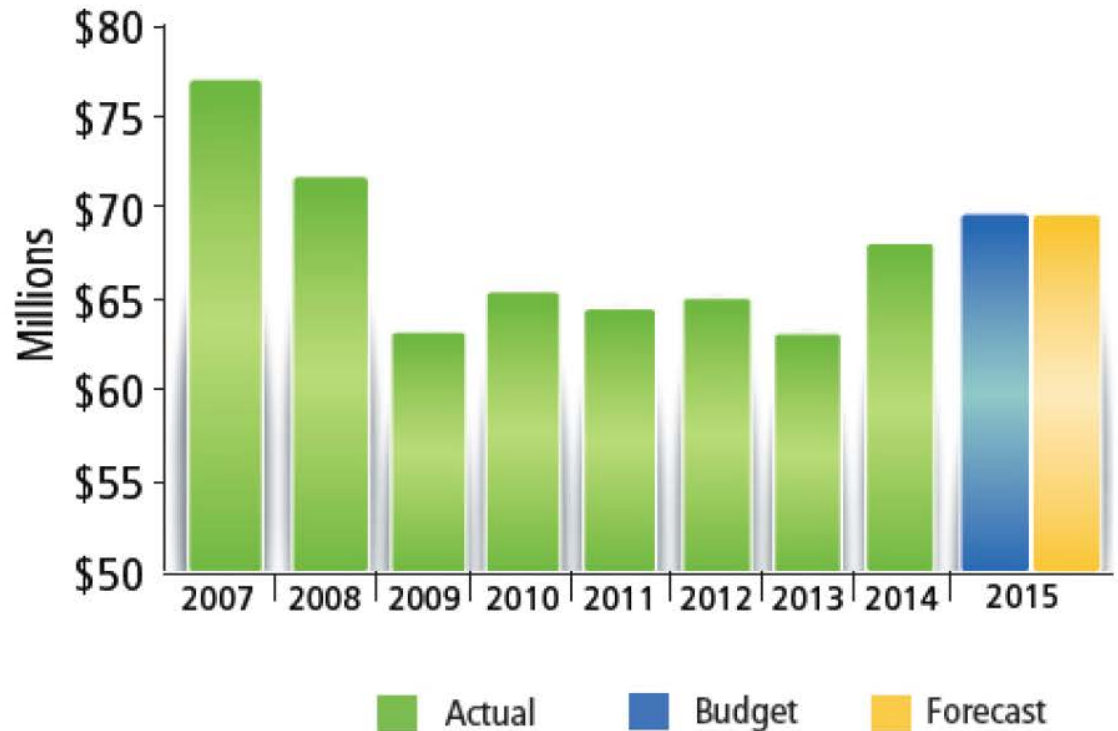


2014 Operating Revenues



Excludes Sound Transit

Annual Sales Tax Collections



Pierce Transit

Additional Service Hours



How Much?

4,000 included in original 2015 budget

12,000 added in March Budget Amendment

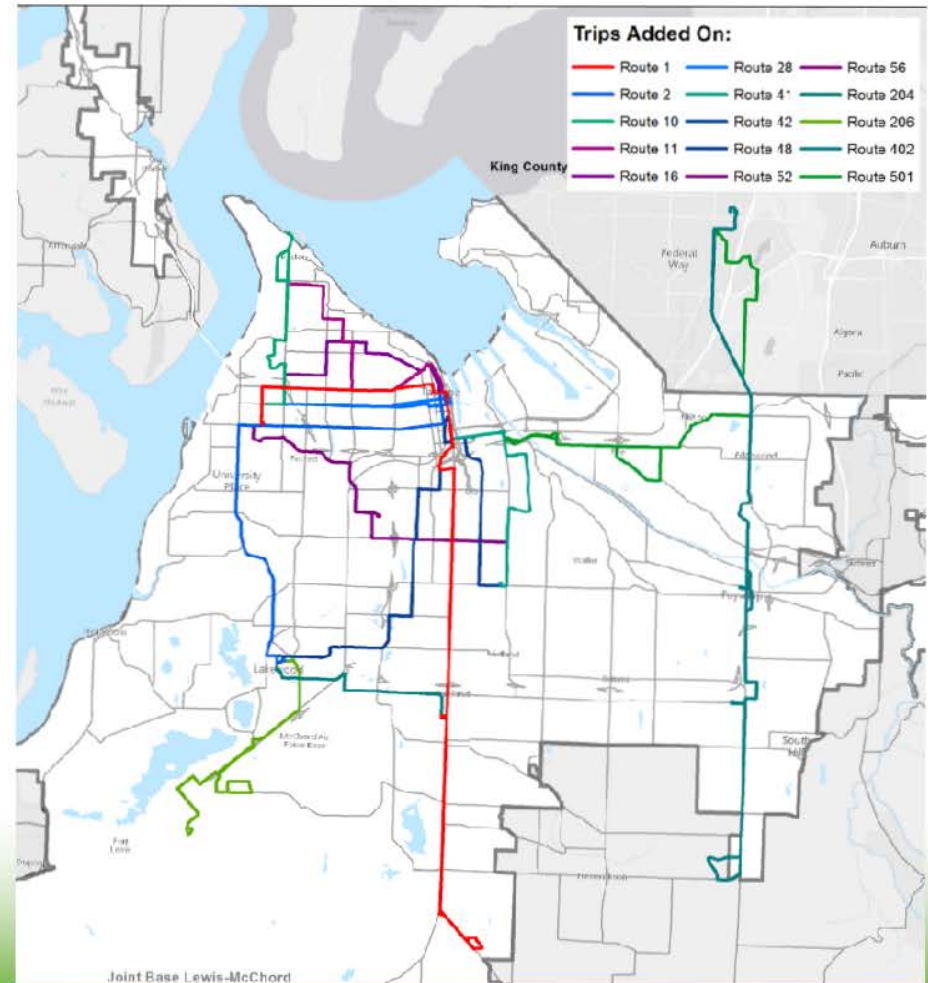
16,000 Hours added in 2015

442,542 Total 2015 Service Hours

How will the hours be applied?

- Capacity issues
- Restoration of some weekend service
- Weekday frequency on Routes 1, 402 & 500
- Trunk Route 4 – Lakewood to Puyallup

Weekend Span of Service Additions



Pierce Transit

Our Customers



Who Rides Pierce Transit?

- Average age is 34 years old
- 39% have no working vehicle
- 44% come from households with annual incomes below \$20,000
- 62% are ORCA card users

Where are the customers going?

- 30% - work
- 22% - school/college
- 18% - recreation & social activities
- 16% - shopping & errands
- 13% - appointments

What is the customers satisfaction?

- 94% say our operators are safe and competent
- 94% feel we provide a safe & secure environment
- 96% say our buses are clean



Information from the 2014 Pierce Transit Customer Satisfaction Survey

Pierce Transit 2014 System Data



Fixed Route Bus	2014*
Annual Service Hours	424,645
Average Weekday Boardings	34,299
Annual Total Boardings	10.3M

SHUTTLE Paratransit	
Total Boardings	372,762
Eligible Clients	5,448

Vanpool	
Total Boardings	907,000
Vanpool Customers	2,600



**estimated 2014 numbers*

Pierce Transit 2014 Gig Harbor



Fixed Route Bus	2014*
Average Weekday Boardings	691
Annual Total Boardings	154,509
Served by Routes:	100, 102
	PT Trolley ST 595

SHUTTLE Paratransit

Total Boardings	9,216
Eligible Clients	196

Vanpool

Origin/ Destination Locations	33
Vanpool participants	224

**estimated 2014 numbers*



Pierce Transit 2015 PT Trolley



Friday, June 5 – Monday, September 7, 2015

Monday	30 minute frequency	11am-7:30pm
Tuesday	30 minute frequency	11am-10pm
Wednesday	30 minute frequency	11am-7:30pm
Thursday	30 minute frequency	11am-8:30pm
Friday	30 minute frequency	11am-10pm
Saturday	30 minute frequency	9:30am-10pm
Sunday	30 minute frequency	12pm-6:30pm

*50¢ a Ride or
Just \$1 for All Day!*



Pierce Transit Regional Connections



- Kitsap Transit, King County Metro, Sound Transit and Intercity Transit
- 10 Regional Express Routes
- Over 17 Local & Regional Transit Centers, Park & Rides or connections
- 2 Ferry Terminals
- Amtrak & Greyhound
- 4 Sounder Stations
- Tacoma LINK Light Rail



Pierce Transit

Our Commitment to Sustainability



- Started moving from diesel fuel to compressed natural gas (CNG) in 1986
- With a Federal Alternative Fuels Tax Credit – Pierce Transit pays only 17 cents per gallon equivalent for CNG
- 85% of active bus fleet fueled by natural gas
- Converting 10 SHUTTLE vehicles to CNG in 2015
- First in the Nation to adopt Renewable Natural Gas
- 15 Hybrid Electrics - Purchased with Federal Grants



WHAT'S NEXT?



- **New CEO Hire**
- **Fare Change**
- **Destination 2040 Long Range Planning**
- **Transit Oriented Development at Tacoma Dome Station**
- **Tacoma Dome Station Zone improvements**
- **112th St & Pacific Ave Bus Zone project**
- **16,000 Services Hours in June including Trunk Route 4**
- **Cameras on Buses**

PIERCE TRANSIT

Connecting communities with safe, reliable, customer-friendly transit options



PIERCE
TRANSIT

Nancy Henderson
Pierce Transit Commissioner

www.piercetransit.org

March 23, 2015
City of Gig Harbor



Business of the City Council City of Gig Harbor, WA

Subject: PW Shop and Wastewater Treatment Plant Fencing Repair – Contract Authorization

Proposed Council Action:
Authorize the Mayor to execute a Small Public Works Contract with Summit Fence Company, LLC in the amount of \$7,502.78 for PW Shop and Wastewater Treatment Plant Fencing Repair

Dept. Origin: Public Works/Operations

Prepared by: Greg Foote *GF*
Public Works Superintendent

For Agenda of: March 23, 2015

Exhibits: Small Public Works Contract

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: *RW 3/12/15*
Approved as to form by City Atty: *ok'd by email 3/14/15*
Approved by Finance Director: *GF 3/13/15*
Approved by Department Head: *AD 3/14/15*

Expenditure Required	\$7,502.78	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On Sunday, January 18, 2015 a small tornado struck Gig Harbor. The tornado path went through the Public Works Shop and the Wastewater Treatment Plant property. Fencing was damaged due to falling trees at both sites. Additional fence repair will be completed at the PW Shop that was caused from previous storm damage.

In accordance with the City's Limited Public Works Process (Resolution No. 884), staff solicited written quotes from contractors on the Site Improvement, Repair and Maintenance, Fencing and Gates Small Works Roster. The following three quotes were received for this work:

Contractor	Total Bid (incl. WA sales tax)
Summit Fence Co.	\$7,502.78
Viking Fence Co.	\$8,405.50
Fence Specialists	\$13,833.75

FISCAL CONSIDERATION

This was not a budgeted expense. The repair of the fencing will be paid out of the PW Shop Operating - Repairs and Maintenance budget and the Wastewater Treatment Plant Operating - Repairs and Maintenance budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Small Public Works Contract with Summit Fence Company, LLC in the amount of \$7,502.78 for PW Shop and Wastewater Treatment Plant Fencing Repair.

**CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 20___, by and between the City of Gig Harbor, Washington (the "City"), and Summit Fence Company, LLC, a Washington limited liability company (the "Contractor").

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

1. Scope of Work.

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

2. Time of Performance and Completion.

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

3. Payments.

The Contractor agrees to perform all work called for at the rate of \$7,502.78, which includes applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed \$7,502.78.

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

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

warranty the labor and installation of materials for a two-year warranty period in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

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

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

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

8. Insurance.

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

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the commercial general liability policy must provide cross-

liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

9. Prevailing Wage.

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

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

10. Termination.

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

expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

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

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

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

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

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

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or

subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR


MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney





SUMMIT FENCE COMPANY

Residential and Commercial
WA Lic. # SUMMIFC016NE

MAIL TO:
PO BOX 5560
LACEY, WA 98509

Phone (360) 455-1250
Fax (360) 455-9848

PROPOSAL

Storm

Name <i>Adel Harbor public works</i>		Date	Job# <i>1</i>
Billing Address		Job Name	
City	St.	Zip	Address
Contact	Ph. <i>360 987-8406</i>		
	Fax	Contact	Ph.

<input type="checkbox"/> Commercial	<input type="checkbox"/> Vinyl	<input type="checkbox"/> Dog Tight	OLD FENCE REMOVAL \$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No JOB NOTES: _____ _____ _____	By Customer:	By Summit:
<input type="checkbox"/> Residential	<input type="checkbox"/> Gates	<input type="checkbox"/> Concrete		<input type="checkbox"/> Clear Fence Lines	<input type="checkbox"/>
<input type="checkbox"/> Chain Link	<input type="checkbox"/> Control	<input type="checkbox"/> Black Top		<input type="checkbox"/> Dirt Removal	<input type="checkbox"/>
<input type="checkbox"/> Wood	<input type="checkbox"/> Level	<input type="checkbox"/> Rocky		<input type="checkbox"/> Hauling of Debris	<input type="checkbox"/>
<input type="checkbox"/> Ornamental	<input type="checkbox"/> Step	<input type="checkbox"/> Dirt			

Posts Set in Concrete Dirt

NOTICE TO CUSTOMER: A DOWNPAYMENT OF 50% MUST BE MADE BEFORE WORK MAY BEGIN WITH THE BALANCE DUE UPON COMPLETION. ESTIMATE IS VALID FOR 30 DAYS FROM _____, 20____. CUSTOMERS ARE RESPONSIBLE FOR MARKING ALL SPRINKLER AND/OR OTHER UNDERGROUND OBJECTS.

Item	Type	Size	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF
LF																			
Fabric	<i>4 gauge 7'</i>																		
Top Rail	<i>Sch 40 2 1/2" w/ 1/8" out slt</i>																		
Mid Rail																			
Bottom Rail	<i>Top Transducer wire</i>																		
Brace																			
Barb-Wire	<i>8 Stone 46"</i>																		
Line-Post	<i>Sch 40 2 1/2" w/ 1/8" out slt</i>																		
Corner Post	<i>ok Reset 1 top</i>																		
Gate Post																			
Walk Gate																			
Drive Gate																			
Slide Gate																			

1) Any work or materials delivered or installed in addition to that proposed in this estimate shall be subject to an additional charge and will be billed at the current rate. Summit Fence Co. is to be held harmless for whatever reason, from all accidents due to the construction of this fence. 2) Customer shall have sole responsibility for determining whether any codes or other government regulations apply with respect to this project under this contract and shall be solely responsible for obtaining any and all necessary permits. Customer shall also be solely responsible for verifying property lines. 3) Summit Fence Co. will assume the responsibility for calling **LOCATES, Inc.** to locate and mark underground public utilities. However, Summit Fence Co. assumes no liability for sprinkler lines, or any buried lines or objects. Customer will assume all liability for all damage caused to property, persons, or animals by directing Summit Fence Co. to erect this fence. 4) If an account is overdue the Customer agrees to pay a delinquency charge of 1% per month on the unpaid balance and an additional surcharge of 25% of account balance plus reasonable attorneys/collection fees if an account is referred to an attorney or collection agency for collection. 5) The parties further agree that in addition to any other rights Summit Fence Co. has, and without prejudice to the same, that Summit Fence Co. may claim a lien on the materials and supplies that have been installed, either in whole or part and on the premises that the materials and supplies have been installed on, and that Customer waives notice of same. All materials remain the property of Summit Fence Co. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Summit Fence Co. during the construction of the fence and in the event of non payment under the terms of this contract. 6) This contract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. The site of any arbitration or venue of any lawsuit arising out of the contract or the work hereunder shall be in **Thurston County, Washington.**

	Opt A	Opt B
Base Bid	<i>3480.00</i>	
Removal		
Tax		
Total		
50% Deposit		
Bal-Due		

Summit Fence Co. Agent _____ Owner/Owner Agent _____ Date _____



SUMMIT FENCE COMPANY

Residential and Commercial
WA Lic. # SUMMIFC9810R

Phone (360) 455-1250
Fax (360) 455-9846

PROPOSAL

Storm

PO Box 5560
Lacey, WA 98509

Name <i>City Center public works</i>		Date	Job#
Billing Address		Job Name <i>Sewage Plant</i>	
City	St.	Zip	Address
Contact	Ph.	Contact	Ph. <i>City Harbor, WA</i>
	Fax		

<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Vinyl	<input type="checkbox"/> Dog Tight	OLD FENCE REMOVAL \$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No JOB NOTES: <i>Repair</i>	By Customer:	By Summit:
<input type="checkbox"/> Residential	<input type="checkbox"/> Gate	<input type="checkbox"/> Concrete		<input type="checkbox"/> Clear Fence Lines	<input type="checkbox"/>
<input checked="" type="checkbox"/> Chain Link	<input checked="" type="checkbox"/> Control	<input type="checkbox"/> Black Top		<input type="checkbox"/> Dirt Removal	<input type="checkbox"/>
<input type="checkbox"/> Wood	<input type="checkbox"/> Level	<input type="checkbox"/> Rocky		<input type="checkbox"/> Hauling of Debris	<input type="checkbox"/>
<input type="checkbox"/> Ornamental	<input type="checkbox"/> Step	<input type="checkbox"/> Dirt			

Poste Set In Concrete Dirt

NOTICE TO CUSTOMER: A DOWNPAYMENT OF 50% MUST BE MADE BEFORE WORK MAY BEGIN WITH THE BALANCE DUE UPON COMPLETION. ESTIMATE IS VALID FOR 30 DAYS FROM _____, 20____. CUSTOMERS ARE RESPONSIBLE FOR MARKING ALL SPRINKLER AND/OR OTHER UNDERGROUND OBJECTS. INITIAL _____

Amount	Type	Height																	
LF 33'	CL	8'																	
LF	<i>All Black</i>																		
Item	Type	Size																	
Fabric	8'	9ga																	
Top Rail	<i>sch 40</i>	<i>1.5"</i>																	
Mid Rail																			
Bottom																			
Brace																			
Barb-Wire																			
Line-Post	<i>2 3/8</i>	<i>existing</i>																	
Corner Post	<i>2 7/8</i>	<i>existing</i>																	
Gate Post																			
Walk Gate																			
Drive Gate																			
Slide Gate																			

1) Any work or materials delivered or installed in addition to that proposed in this estimate shall be subject to an additional charge and will be billed at the current rate. Summit Fence Co. is to be held harmless for whatever reason, from all accidents due to the construction of this fence. 2) Customer shall have sole responsibility for determining whether any codes or other government regulations apply with respect to the project under this contract and shall be solely responsible for obtaining any and all necessary permits. Customer shall also be solely responsible for verifying property lines. 3) Summit Fence Co. will assume the responsibility for calling LOCATE, Inc. to locate and mark underground public utilities. However, Summit Fence Co. assumes no liability for sprinkler lines, or any buried lines or objects. Customer will assume all liability for all damage caused to property, persons, or animals by directing Summit Fence Co. to erect this fence. 4) If an account is overdue the Customer agrees to pay a delinquency charge of 1% per month on the unpaid balance and an additional surcharge of 26% of account balance plus reasonable attorney/collection fees if an account is referred to an attorney or collection agency for collection. 5) The parties further agree that in addition to any other rights Summit Fence Co. has, and without prejudice to the same, that Summit Fence Co. may claim a lien on the materials and supplies that have been installed, either in whole or part and on the premises that the materials and supplies have been installed on, and that Customer waives notice of same. All materials remain the property of Summit Fence Co. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Summit Fence Co. during the construction of the fence and in the event of non payment under the terms of this contract. 6) This contract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. The site of any arbitration or venue of any lawsuit arising out of the contract or the work hereunder shall be in Thurston County, Washington.

	Opt A	Opt B
Base Bid	<i>1,450.00</i>	
Removal		
Tax		
Total		
50% Deposit		
Bal-Due		

Summit Fence Co. Agent _____ Owner/Owner Agent _____ Date _____



SUMMIT FENCE COMPANY

Residential and Commercial
WA Lic. # SUMMIFC#16NE

MAIL TO:
PO BOX 5560
LACEY, WA 98509

Phone (360) 455-1250
Fax (360) 455-0846

PROPOSAL

Name <u>City Harbor public works</u>		Date	Job#
Billing Address		Job Name	
City	St.	Zip	Address
Contact	Ph <u>253) 851-8406</u>		
	Fax	Contact	Ph.

<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Chain Link <input type="checkbox"/> Wood <input type="checkbox"/> Ornamental	<input type="checkbox"/> Vinyl <input type="checkbox"/> Gates <input type="checkbox"/> Control <input type="checkbox"/> Level <input type="checkbox"/> Step	<input type="checkbox"/> Dog Tight <input type="checkbox"/> Concrete <input type="checkbox"/> Black Top <input type="checkbox"/> Rocky <input type="checkbox"/> Dirt	OLD FENCE REMOVAL \$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No JOB NOTES: <u>Repair</u>	By Customer: <input type="checkbox"/> Clear Fence Lines <input type="checkbox"/> Dirt Removal <input type="checkbox"/> Hauling of Debris	By Summit: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
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Posts Set In Concrete Dirt

NOTICE TO CUSTOMER: A DOWNPAYMENT OF 50% MUST BE MADE BEFORE WORK MAY BEGIN WITH THE BALANCE DUE UPON COMPLETION. ESTIMATE IS VALID FOR 30 DAYS FROM _____, 20____. CUSTOMERS ARE RESPONSIBLE FOR MARKING ALL SPRINKLER AND/OR OTHER UNDERGROUND OBJECTS.

Amount	Type	Height																
LF	7.5' cu	7' + 1'	Number															
Item	Type	Size																
Fabric	7' 9"																	
Top Rail	1 5/8"	con	2'															
Mid Rail																		
Bottom	7' 9"	Transm.																
Brace																		
Barb-Wire	3'	STEEL	45'															
Line-Post	sch 40		2 3/8"															
Corner Post	sch 40		2 3/8"															
Gate Post																		
Walk Gate																		
Drive Gate																		
Slide Gate																		

1) Any work or materials delivered or installed in addition to that proposed in this estimate shall be subject to an additional charge and will be billed at the current rate. Summit Fence Co. is to be held harmless for whatever reason, from all accidents due to the construction of this fence. 2) Customer shall have sole responsibility for determining whether any codes or other government regulations apply with respect to the project under this contract and shall be solely responsible for obtaining any and all necessary permits. Customer shall also be solely responsible for verifying property lines. 3) Summit Fence Co. will assume the responsibility for calling LOCAYES, Inc. to locate and mark underground public utilities. However, Summit Fence Co. assumes no liability for sprinkler lines, or any buried lines or objects. Customer will assume all liability for all damage caused to property, persons, or animals by digging Summit Fence Co. to erect this fence. 4) If an account is overdue the Customer agrees to pay a delinquency charge of 1% per month on the unpaid balance and an additional surcharge of 25% of account balance plus reasonable attorneys/collection fees if an account is referred to an attorney or collection agency for collection. 5) The parties further agree that in addition to any other rights Summit Fence Co. has, and without prejudice to the same, that Summit Fence Co. may claim a lien on the materials and supplies that have been installed, either in whole or part and on the premises that the materials and supplies have been installed on, and that Customer waives notice of same. All materials remain the property of Summit Fence Co. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Summit Fence Co. during the construction of the fence and in the event of non payment under the terms of this contract. 6) This contract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. The site of any arbitration or venue of any lawsuit arising out of the contract or the work hereunder shall be in Thurston County, Washington.

	Opt A	Opt B
Base Bid	\$1985.00	
Removal		
Tax		
Total		
50% Deposit		
Bal-Due		

Summit Fence Co. Agent _____ Owner/Owner Agent _____ Date _____



Business of the City Council
City of Gig Harbor, WA

Subject: Gig Harbor Downtown Waterfront Alliance (GHDWA) Agreement

Proposed Council Action:

Approve and authorize the Mayor to execute the agreement between the City and the Gig Harbor Downtown Waterfront Alliance Agreement (GHDWA) for 2015

Dept. Origin: Administration
Prepared by: Ron Williams
For Agenda of: March 23, 2015
Exhibits: Agreement

Initial & Date

Concurred by Mayor:
Approved by City Administrator: Ron W 3/12/15
Approved as to form by City Atty: Via email 3/12/15
Approved by Finance Director: QR 3/13/15

Expenditure Required	\$ 55,000	Amount Budgeted	35,000	Appropriation Required	\$20,000
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INFORMATION / BACKGROUND

The Gig Harbor Historic Waterfront Association (GHHWA) was formed shortly after the Waterfront Restaurant & Retailers Association disbanded in 2007. The GHHWA registered as a non-profit entity with the State with an established board of directors. This association formed using the Mainstreet™ approach as approved and administered by the State of Washington. By adopting the Mainstreet™ approach, members can access state programs, grants, and tax credits that were otherwise unavailable.

They recently changed their name to the Gig Harbor Downtown Waterfront Alliance (GHDWA) and continue to run and promote community events, business retention programs, and other strategies to preserve the historic character of the downtown while improving the economic vitality of the downtown. The GHDWA has been a valued partner with the City in stimulating the development and retention of a vibrant downtown waterfront section of the city. This year, the GHDWA has stepped forward to sponsor the new Waterfront Farmer's Market. The interest in the farmer's market is strong based on a survey conducted by the city of city residents. Another survey taken at the Seattle Boat Show confirmed that having a new and vibrant farmer's market was the number one activity that attracts boaters to Gig Harbor. As seed money to stimulate the start-up of the new farmer's market, the GHDWA has asked the City to increase its contribution an additional \$5,000 per quarter this year, for a total increase of \$20,000. This contribution represents the city's primary contribution to economic development in this critical downtown waterfront corridor.

The City has supported this organization since it became a Main Street organization. In return for the City's cash contribution, the GHDWA will produce specific deliverables as stated in section three of the attached agreement.

FISCAL CONSIDERATION

This contract exceeds the original budget for the GHDWA by \$20,000 and may require a budget amendment in order to provide seed money for the new Waterfront Farmer's market if savings cannot be found elsewhere in the budget.

BOARD OR COMMITTEE RECOMMENDATION N/A

RECOMMENDATION / MOTION

Move to: Approve the agreement.

**2015 AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR
DOWNTOWN WATERFRONT ALLIANCE**

THIS AGREEMENT is entered into this ____ day of _____ 2015, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City" and the Gig Harbor Downtown Waterfront Alliance, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as "THE ALLIANCE."

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

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

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

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

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

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

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

TERMS

1. **Purpose of the Agreement.** In the execution of this Agreement, the City and THE ALLIANCE seek to foster historic preservation and economic vitality and development in the historic waterfront district.
2. **General Provisions of the Agreement.** The City and the ALLIANCE acknowledge that:
 - A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic waterfront district.
 - B. Any funding provided by the City under this Agreement will be derived from the City's General Fund.
3. **Organization and Responsibilities of THE ALLIANCE.** THE ALLIANCE shall organize a thriving association of stakeholders, as defined in THE ALLIANCE Bylaws, with an interest in preservation and economic stability and vitality of the Gig Harbor downtown waterfront district. In furtherance of the City's economic development THE ALLIANCE shall implement the following:
 - A. Provide to the City, an Annual Review of activity from January 1, 2015, through December 31, 2015 illustrating major projects and events for the year;
 - B. Maintain full Washington State Main Street designation;
 - C. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program and maintain a current list of B&O contributors / ALLIANCE income;
 - D. Provide access to Washington State Main Street staff resources (if any) and grant opportunities afforded by the Main Street program;
 - E. The ALLIANCE will obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this Agreement;
 - F. Demonstrate local support by obtaining significant funding from community sources including individuals, commercial property owners in the district, businesses, and organizations;
 - G. Manage, promote and conduct events in the downtown waterfront district which will attract members of the public to the historic waterfront district, thereby stimulating economic vitality; in addition to the events conducted and promoted in previous contract

years, the ALLIANCE will also plan and operate a waterfront Farmer's Market in 2015. The ALLIANCE will operate the Waterfront Farmers Market per the conditions of a Memorandum of Understanding between the ALLIANCE and the City to be completed hereafter;

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

I. Maintain a communications strategy for informing THE ALLIANCE membership about ALLIANCE activities and priorities;

J. Produce (at a minimum) a quarterly newsletter for the membership;

K. Maintain an Alliance webpage with links to City's marketing website, *gigharborguide.com*,

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

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

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

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

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

- O. Provide an Annual Report to the city, as described above, for the period January 1, 2015, through December 31, 2015, no later than February 5, 2016;
- P. Work with the City to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);
- R. Submit financial and performance reports due on or before the last days of July (for January through June of that year), and January 2016 (July through December of the year just ended) of each contract year to the City regarding activities conducted by THE ALLIANCE and proposed activities for the remainder of the term of the contract;
- S. Provide a royalty-free, fully paid license to the City for use of the ALLIANCE logo;
- T. ALLIANCE Board membership shall include one representative appointed by the Mayor as an active, non-voting member of the ALLIANCE Board.
- U. Provide early communication to the City regarding any ALLIANCE projects, programs or events that may require City Planning, Building, Engineering, Operations, Marketing, or Historic Preservation consideration or review; and
- V. Provide a fully paid annual ALLIANCE membership to the City of Gig Harbor.

4. **City's Responsibilities.**

- A. **Funding for Services Described in this Agreement:** Annual funding for THE ALLIANCE is subject to City Council approval. This calendar year (2015) the City will pay \$55,000.00 in four installments of \$13,750.00 due the first business day of the *contract year* in February, April, July, and October. Payment will be made within 30 days of receipt of an invoice from THE ALLIANCE;
- B. Provide a royalty-free, fully paid license to THE ALLIANCE for use of the City logo. Use of the City logo requires approval by the City Marketing Department;
- C. Provide a link to THE ALLIANCE website on the City's website (www.gigharborguide.com).

5. **Duration of Contract.** This Agreement shall be in effect January 1 through December 31, 2015 unless sooner terminated as provided herein. The first payment under this Agreement shall be made no later than 30 days after execution by duly authorized representatives of both parties.

6. **Independent Contractor.** The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the ALLIANCE shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the ALLIANCE is an independent contractor with the ability to control and direct the performance and details of

the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the ALLIANCE. The ALLIANCE will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the ALLIANCE performs hereunder.

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the ALLIANCE and the City, its officers, officials, employees, agents and volunteers, the ALLIANCE's liability hereunder shall be only to the extent of the ALLIANCE's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE ALLIANCE's WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE ALLIANCE's WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE ALLIANCE's EMPLOYEES DIRECTLY AGAINST THE ALLIANCE.

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

8. Insurance.

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

A. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the ALLIANCE shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

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

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

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

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

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

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

10. **Record Keeping and Reporting.**

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

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

11. Termination.

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

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

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

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

13. Assignment and Subcontract. Any assignment of this Agreement by the ALLIANCE without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

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

TO THE CITY:
Attn: City Administrator
City of Gig Harbor

TO THE ALLIANCE:
Attn: Executive Director
Gig Harbor Historic Waterfront Association

3510 Grandview Street
Gig Harbor, WA 98335

PO Box 771
Gig Harbor, WA 98335

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

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

17. Entire Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of the parties, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter of this Agreement is contained herein.

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

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

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

CITY OF GIG HARBOR

**GIG HARBOR DOWNTOWN
WATERFRONT ALLIANCE**

Jill Guernsey, Mayor

Mary DesMarais, Executive Director

Attest:

Molly Towslee, City Clerk

Approved as to form:

Angela Summerfield, City Attorney

Gig Harbor

Downtown Waterfront Alliance

City Council Presentation - March 23, 2015



***"Bringing Together Our Community - Encouraging Our Economic Vitality –
Preserving Our Historic Character"***

2015 Goals

Design

- *Walking Audit of Downtown*
- *Transportation & Parking Review*
- *Historic Interpretive Signs For Homes*
- *Summer Flower Baskets*
- *Spring Clean-Up Day*

Economic Development

- *Tourism Study Review*
- *Cushman Connection Trail*
- *Farmers Market Assistance*
- *Create New Database*



feet first
promoting walkable communities



2015 Goals

Promotion

- *Thursday Night Out*
- *Guided Walking Tour*
- *Wine & Food Festival*
- *Girls Night Out*

Organization

- *B&O Fundraising - Maximize Again*
- *Communications – Roundtable, Presentations*



Coming to the Waterfront in June!

Guided Walking Tours

Maritime Pier to Bogue Viewing Platform with 10 stops along the way

Gig Harbor History, Tall Tales, Wildlife Information

Select Saturdays throughout the summer

In Partnership with Harbor WildWatch



Coming to the Waterfront in June!



Founded March 2015



Our Focus: Fresh Food Access & Sustainability



New Waterfront Farmers Market Mission

To create a vibrant forum that connects community residents and food producers in a mutually beneficial economic and cultural exchange.



The Waterfront Farmers Market is a member of:

Washington State Farmers Market Association

Community Support for Waterfront Farmers Market

“Pen Light's core purpose is to improve the quality of life for its members; the Farmer's Market sponsored by the Downtown Waterfront Alliance is a local event that we support in our newsletter and social media because it fulfills our core purpose. We encourage our community and co-op members to support the Farmer's Market and make it a successful event.”

- Jafar Taghavi, CEO

“I am thrilled with the plans for the new Farmers Market. For the community it means fresh, high quality food from our neighbors and businesses. The food is not from California, Canada or Mexico. It is right here in our extended neighborhood. The transportation cost and the carbon cost of that transportation have both been reduced. The middleman has been eliminated. And we are supporting others in our community through our purchases. It is a win/win in so many ways. I also love the fact that the Market will be focused on food and food related products. I think this will bring the community into Gig Harbor on Thursdays.”

*- Linda Filson
Tom Taylor Family YMCA*

Community Support for Waterfront Farmers Market

“The picture I see is a vibrant waterfront farmers market meshing with Gig Harbor’s myriad of other Thursday Night Out events. The market will have a wonderful mix of vendors, including local restaurants with tastings, live music, Harbor Wild Watch participation, an open Skansie Brother historic net shed, and it all happens in conjunction with later runs of our friendly Gig Harbor Trolley. The Waterfront Farmers Market represents an amazing collaboration—I’m really anxious to get to the downtown waterfront on Thursdays!”

- *Chuck Meacham*
Alliance Board of Directors

“The Farmers Market will bring new vitality to the downtown area and will make Gig Harbor even more of a destination place for people to come.”

Steve Triller, YMCA of Pierce and Kitsap Counties

“We are excited about the Farmers’ Market as it will bring an education element that is consistent with healthy and nutritional lifestyle options and sustainability to protect our future for our students. The openness to teaming with the infrastructure of our community, including educational components, speaks to this being an inclusive endeavor, and we celebrate its coming debut.”

- *Chuck Cuzzetto, Superintendent*
Peninsula School District

Thank you for your partnership





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

Subject: Cushman Trail Phase 3 —
Construction Change Order No. 1

Proposed Council Action:

Approve and authorize the Mayor to execute Change Order No. 1 with Nordland Construction NW in a not-to-exceed amount of \$218,066.00 and an additional 38 working day contract extension.

Dept. Origin: Public Works

Prepared by: Stephen Misiurak, PE,
City Engineer

For Agenda of: March 23, 2015

Exhibits: Change Order No. 1
Nordland Construction NW Letter
dated 3/13/15.

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RW 3/18/15

Approved as to form by City Atty: by email 3/16/15

Approved by Finance Director: [Signature] 3/17/15

Approved by Public Works Dir.: [Signature] 3/10/15

Approved by City Engineer: [Signature] 3/16/15

Expenditure Required	\$218,066.00	Amount Budgeted	<i>See Fiscal Consideration Below</i>	Appropriation Required	\$0.00
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INFORMATION/BACKGROUND

The City's design and engineer of record for this project, David Evans and Associates, erroneously calculated an incorrect lumber quantity contained within the bid proposal. The correct standard bid nomenclature is based on the "nominal dimension" rather than the "actual dimension". For example, a 2 x 4 piece of lumber has the actual dimension of 1½ in x 3½ in. In this case the difference between the nominal and the actual bid quantity equates to 46,500 additional board feet. This quantity multiplied by the unit bid price of \$4,000 per thousand board foot equals \$201,810.00 including sales tax.

At this time the engineer of record, David Evans and Associates, acknowledges this error and is in attendance to explain the sequence of events that led up to this quantity error. It should be noted that this revised bid quantity is required to complete the construction of the elevated bridge across the expansive wetland.

Also associated with this Change Order is the granting of 38 additional working days to the contract duration as the added quantity of lumber increased the amount of time required to complete this project. The attached letter from the contractor summarizes the additional contractor costs, in the amount of \$16,256, incurred with the additional 38 contract working days whose costs are

attributable to the additional increases in the contractor's bonding requirements and other pertinent costs associated with the increased overall project costs. Staff in conjunction with the City's funding partner, Washington State Department of Transportation (WSDOT), have reviewed this Change Order and concurs with both the extra dollar amount along with the additional working days.

FISCAL CONSIDERATION

This project in conjunction with the Phase 4 Cushman Trail project funding sources and anticipated expenses with this Change Order are shown in the table below. While the three grant funds have remained fixed, the local match originating from the Hospital Benefit Zone monies has been increased to fund this necessary change order.

PROJECT REVENUES	
FHWA TCSP Grant Funds	\$ 652,200.00
CMAQ Grant Funds	\$ 663,000.00
PWAA Grant Funds	\$ 1,182,000.00
Local Hospital Benefit Zone (HBZ) Monies	\$1,750,333.97
Total Budget =	\$ 4,247,533.97
PROJECT EXPENSES	
Cushman Phase 3 Total Costs, Incl Design, Permitting and Construction	\$ 2,104,458.96
Cushman Phase 4, Incl Design, Permitting and Construction	\$ 1,977,961.50
Cushman Restroom, Incl Design, Permitting and Construction	\$165,113.31
Total Project Expenses =	\$ 4,247,533.97

BOARD OR COMMITTEE RECOMMENDATION

Staff presented this Change Order to the March 9th Public Works Committee. The Committee members were apprised of this Change Order and the chief engineer from David Evans and Associates explained the factors that lead up to the bid quantity shortfall.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Change Order No. 1 with Nordland Construction NW in the not-to-exceed amount of \$ 218,066.00 and an additional 38 working days contract extension.



Change Order

Contract Number CPP-1126	Contract Title Cushman Trail Ph 3	Federal Aid Number TCSP-11WA(026)
Change Order Number 1	Change Description Bid Item #16 (Timber & Lumber) bid quantity shortage	Date 3/17/2015
Prime Contractor / Design-Builder Nordland Construction NW		

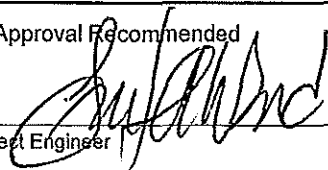
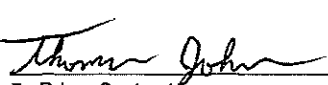
Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor/ Design-Builder

Change Description

Contractor has computed that BI#16 - Timber & Lumber qty in the contract has an estimated shortage of approximately 46.5 MBM +/-, in order to construct the project as designed, and has requested compensation for this additional quantity as well as addition of (38) working days for acquisition, treatment, testing, delivery and installation of the additional quantity, and additional costs associated with the additional timber quantities including Payment & Performance bond, Insurance, staging yard rent, and equipment rent.

Verbal Approval Date 2/10/2015	Working Days +/- +38
Original Contract Amount \$ 1,572,486.00	Current Contract Amount \$ 1,572,486.00
Est. Net Change This C.O. \$ 218,066.00	Est. Contract Amount \$ 1,790,552.00

<input checked="" type="checkbox"/> Approval Recommended  Project Engineer 3/17/2015 Date	<input type="checkbox"/> Approved Approved Approving Authority per C.A. Agreement Date
<input checked="" type="checkbox"/> Approval Recommended  By Prime Contractor 3-17-15 Date	Other Approval As Required Signature _____ Date _____ Representing _____



Change Order

Contract Number CPP-1126	Contract Title Cushman Trail Ph 3	Change Order Number 1
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Change Description Cont.

Justification of Cost and Added Working Days

Bid Item #16 - Timber and Lumber qty, was erroneously calculated by the City's consultant in the amount of 150.2 MBM. The contractor has calculated an estimated quantity shortage of 46.5 MBM +/- additional Timber and Lumber needed in order to construct the project as designed. Additionally, the contractor has determined that they need an additional (38) working days for acquisition, treatment, inspection, delivery and installation of the additional timber and lumber quantity. And finally, the contractor has requested reimbursement for additional costs associated with the additional timber & lumber quantity including increased Payment & Performance bond premiums, Insurance costs, staging yard rent, and equipment rentals.

The maximum Not-to-Exceed Estimated net change in cost to the project is based upon 46.5 MBM x \$4000/MBM (contractor's unit price) = \$186,000.00 (\$201,810.00 incl. sales tax).

The contractor has provided invoice costs substantiating their request for \$16,256.00 as a result of increased payment & performance bonds, insurance costs, staging yard rent, and equipment rentals, associated with the additional timber and lumber quantities.

Contractor's estimated quantity shortage, additional installation time, and associated additional costs were reviewed and independently verified by the City and found acceptable. The final payment amount for the timber and lumber quantities will be determined upon completion of the timber bridge construction by field measurements of the actual lengths of the individual pieces by the City's field representative and the Contractor, of the finished structure, per WSDOT 6-04.4. The City's final quantities and calculations shall be final and binding.

Trent Ward
City of Gig Harbor - Public Works
3510 Grandview Street
Gig Harbor, WA 98335

Date: 3-13-2015

Nordland Construction Nw
123 Ponderosa Pl
Nordland, WA 98358
email: Nordlandconstructionnw@hotmail.com
Thomas Johnson cell 360-774-1274

Cushman Trail 3 (CPP-1126)

Change Order #1 and working days

Dear Mr. Ward,

This letter is in regards to the Cushman Trail phase 3 project Change Order #1 and contract working days.

Nordland Construction's estimation of total quantity for Bid item #16, is +/- 196.5 MBM. This would leave an apparent quantity shortage of 46.5 MBM. The Bid item #16 bid quantity is 150.2 MBM. Therefore it appears that the 25% exceedance of the original bid quantity is going to be met. As referenced in (Draft CO #1) WSDOT 1-04.6 can apply.

We believe that we are entitled to additional costs related to the Timber Bid item overrun. We agree with the City of Gig Harbor in regards to the 46.5 MBM x \$4000/MBM = \$186,000 In addition to this Change order cost we have been impacted with other costs associated with the quantity overrun. These extra costs are associated with more payment and performance bond cost, added general liability insurance costs, added equipment insurance costs, added staging yard rent, added jobsite office trailer rent, added storage conex rent, added staging yard maintenance for erosion and water pollution control, added handling of excessive material quantity overrun, added forklift time and cost for additional loading, unloading, rehandling material.

Itemization of these additional costs

1) Added Payment and Performance Bond	\$4,650
2) Added General Liability Insurance	\$3,720
3) Added Equipment and Auto insurance	\$2,974
4) Added Staging Yard Rent	\$1,000
5) Added Storage Conex Rent	\$1,500
6) Added Office Trailer Rent	\$1,000
7) Added Yard maintenance for erosion, water pollution	\$1,500

Total of Additional Cost \$16,344

These are "Bare" costs without any profit or overhead.

We are simply looking to cover the additional costs incurred as a result of the additional Timber bid item quantity. Please also see additional working days requested previously and in schedule update.

Please consider our requests for cost and time.

Best regards
Thomas Johnson
Nordland Construction Nw 3/13/2015

*\$16,256 PER INVOICE Backup
Revised 3/17/15
TJ
3/17/15*

Waterfront Millville Restaurant 2 and 3 Uses

Continuation of Work Study

March 23rd, 2015

Work Study Agenda

1. Waterfront Millville Restaurants 2 & 3:

- ~~a) Cooking Appliances (State of the art equipment)~~
- ~~b) Bar Area (Maximum 40% Bar)~~
- ~~c) Hours of Operation (Open: 6am; Last Seating 9:30pm)~~
- ~~d) Deliveries~~
- ~~e) Separation between uses~~
- ~~f) Economic Vitality~~
- g) Reducing overlay area**
- h) Maximum size for alcohol service in Restaurant 1**

2. Next steps in the review process.

g) Reducing Overlay Area



h) Maximum size for alcohol service in Restaurant 1

Existing Limitation: Beer and wine service allowed if Restaurant 1 is no larger than 1,200 square feet

- Contained in definition of Restaurant 1 use.

Proposed Limitation: Beer and wine service allowed if Restaurant 1 is no larger than 2,500 square feet

Considerations:

- Should this apply to WM only or all zones?
- In the Waterfront Millville zone, a Restaurant 1 use that does not serve alcohol can be as big as 3,500sf. Is a reduction of 1,000sf for beer and wine service significant enough to lessen the impact of alcohol consumption?

Council Direction

g) Reducing overlay area

**h) Maximum size for alcohol service in
Restaurant 1**

2. Next steps in the review process.

A new ordinance will be presented to Council with a public hearing at a date to be determined.

What public outreach is desired prior to next public hearing?