

City Council Meeting

**November 23, 2015
5:30 p.m.**



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

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes November 9, 2015.
2. Liquor License Action: a) Renewals: Hy-lu-Hee-Hee, Netshed No. 9, Kelly's Café and Espresso, Half Time Sports, Wet Coast Brewing Company; b) Special Occasion: Skansie Netshed Foundation; c) Special Occasion: Kiwanis Club of Gig Harbor.
3. Receive and File: a) Impacts of Growth – Police Dept. Minutes Nov. 9, 2015; b) Boards and Commissions Review Committee Minutes Nov. 17, 2015; c) Gig Harbor Arts Commission Minutes Nov. 9, 2015; d) Parks Commission Minutes Oct. 7, 2015.
4. Appointment to Arts Commission.
5. Client Assistance Memos - Consultant Services Contract.
6. Resolution No. 1016 – Surplus Equipment – I.T.
7. Second Reading of Ordinance No. 1327 – Unauthorized Recording of a Motion Picture.
8. Municipal Research and Services Center - Annual Contract Renewal for Small Works, Consultant, and Vendor Rosters.
9. Jerisich Dock Water and Power – Small Public Works Contract.
10. Ancich Upland Park Development & Ancich Netshed Restoration Project – Professional Services Contract.
11. Resolution No.1017 - Closed Record Decision – Harbor Hill S1 Final Plat and Final PRD Approval.
12. Ancich Waterfront Park - RCO ALEA Grant Agreement Approval.
13. Lift Station No. 17 Property Appraisal Contract – Shapiro Commercial Appraisal, LLC.
14. Approval of Payment of Bills: Checks #79825 through #79930 in the amount of \$742,432.20.

PRESENTATIONS:

Remembering Mayor Gretchen Wilbert.

OLD BUSINESS:

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Modifications to the 2015-2016 Biennial Budget.
2. Public Hearing and Resolution No. 1018 – Canterwood Div 14 Sewer Utility Extension Agreement.
3. Resolution No. 1019 – Canterwood Div 14 Water Service Area Amendment.
4. First Reading and Adoption of Ordinance No. 1328 – Harbor Hill S1 Rezone to PRD.

CITY ADMINISTRATOR / STAFF REPORT:

1. City Administrator Update, Ron Williams.
2. Welcome Plaza/Lift Station 4B – 60% Design Review, Jeff Langhelm

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed for Thanksgiving Holiday: Thursday and Friday, Nov. 26th and 27th.
2. Finance / Safety Committee: Mon. Nov. 30th at 4:00 p.m.
3. Joint City Council/Design Review Board: Mon. Nov. 30th at 5:30 p.m.
4. Public Works Committee: Mon. Dec. 14th at 4:00 p.m.

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

ADJOURN TO WORKSTUDY SESSION:

Impacts of Growth – Finance, Information Services, Tourism/Communications




















MINUTES
GIG HARBOR CITY COUNCIL
November 9, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes October 26, 2015. 
2. Correspondence / Proclamations: a) Proclamation for American Indian Heritage Month.  
3. Liquor License Action: a) Renewals: Marketplace Grille, Blue Cannon Pizza Company, Albertson's, Pioneer 76, Qdoba Mexican Grill, The Wine Studio, Bartell Drug Company, Tobacco Harbor, and Greenhouse Restaurant;   b) Special Occasion Liquor License: Skansie Netshed Foundation.  
4. Receive and File: a) Impacts of Growth – Planning & Building Minutes Oct. 26, 2015;   b) Intergovernmental Affairs Committee Minutes: Oct. 21, 2015;   c) PW Committee Minutes: Oct. 12, 2015;   d) Parks Commission Minutes Sept. 2, 2015.  
5. Resolution No. 1013 - Housekeeping Update to Drug and Alcohol Policy.  
6. Maritime Pier Expansion Boating Infrastructure Grant – Grant Support Services – Professional Services Contract.  
7. Approval of Payroll for the month of October: Checks #7592 through #7606 and direct deposit transactions in the total amount of \$574,691.60.
8. Approval of Payment of Bills: Checks #79725 through #79824 in the amount of \$755,465.19.

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

PRESENTATIONS:

1. [Proclamation for American Indian Heritage Month](#). Mayor Guernsey read the proclamation before presenting the signed document to [Claudia Marston](#), who thanked the city for recognizing this awareness of American Indian Heritage.
2. [Award Presentation to our local Police and Firefighters](#). As Mayor Guernsey introduced


Father Mark Guzman, John Moist, and Bill Lindsey, members of the Gig Harbor Police Department and Gig Harbor Fire and Medic One came to the front of the chambers.

[Fr. Mark Guzman](#) explained that the St. Nicholas Church Community has been keeping the military, police, and fire personnel in their thoughts and prayers. He said they want to express their great esteem, care, and love for those in uniform by presenting recognition plaques to the Gig Harbor Police Department and Gig Harbor Fire and Medic One for all the great things they do for the community. He read each plaque before presenting to [Chief Kelly Busey](#) and [Fire Chief John Burgess](#).


[Show of Appreciation to Representative Caldier](#). [Mayor Guernsey said](#) that Representative Michelle Caldier was invited tonight so that the city could voice its appreciation for all her hard work during the last legislative session in Olympia, which was very successful for Gig Harbor. [Representative Caldier](#) thanked the city for the partnership and for reaching out and educating her to make sure it was in the budget.

[OLD BUSINESS: None scheduled.](#)

NEW BUSINESS:

1. [Public Hearing – General Fund Revenue Sources](#).  [↩](#) Finance Director David Rodenbach explained that per state law this public hearing is being held on revenue sources for next year's general fund budget. He gave a brief overview of revenues and then addressed questions.

Mayor Guernsey opened the public hearing at 5:47 p.m. There were no public comments and the hearing closed.


2. [Resolution No. 1014 - Property Tax Levy and Resolution No. 1015 - Excess Property Tax](#).  [↩](#)

Finance Director David Rodenbach explained that these two resolutions set the city's regular tax levy and excess levy for property tax collection in 2016. He addressed questions.

MOTION: Move to adopt Resolution No. 1014 certifying the Regular Property Tax Levy. Kadzik / Lovrovich - unanimously approved.

[This levy is for the voted bond for Eddon Boat Property.](#)

MOTION: Move to adopt Resolution No. 1015 certifying the 2016 Excess Property Tax Levy. Ekberg / Perrow - unanimously approved.

3. [First Reading of Ordinance – Unauthorized Recording of a Motion Picture](#).  [↩](#) Chief Kelly Busey presented the background information for the formal adoption of state law that prohibits the unauthorized recording of a movie.

Councilmember Arbenz voiced concern that this is an antiquated law and asked that the ordinance be amended. After discussion, City Attorney Angela Summerfield will amend the ordinance and it will return for a second reading on the consent agenda.

CITY ADMINISTRATOR / STAFF REPORT:

[Tree Update.](#) City Administrator Ron Williams reported on the emergency closure of Borgen Boulevard due to a fallen tree. He also gave an update on efforts in the Grandview Forest Park and answered questions.

PUBLIC COMMENT:

1. [Al Abbott 6901 Rainier Avenue.](#) Mr. Abbott thanked and congratulated Councilmember Malich on the re-election and for running a wonderful campaign. Thanked everyone on council and community who helped to educate me on what it means to serve on the council.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Councilmember Kadzik](#) gave a heads up for the Ladies Night Out on Thursday. They have sold 1,500 bags and so it will be a very busy and interesting night in the harbor.

Councilmember Malich thanked Mr. Abbott for being such an ethical person and running a fair race. He suggested they get together to discuss issues in the future.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Harbor Hill Extension Open House – Tues. Nov. 10th at 4:30 p.m.
2. Civic Center closed for Veteran's Day – Wed. Nov. 11th.
3. Council Worksession on Impacts of Growth – Finance, Information Services, Communications/Tourism, Mon. Nov. 23rd following the Council Meeting.

[Mayor Guernsey said goodbye to Karen Miller.](#) Gateway Reporter, who is moving on. She thanked her for her timely and accurate reporting.

ADJOURN TO WORKSTUDY SESSION:

The meeting adjourned to a workstudy session on the Impacts of Growth – Police Department at 6:07 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

C091080 -2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 11/06/2015
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20160229

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. HY-IU-HEE-HEE, INC.	HY-IU-HEE-HEE 4309 BURNHAM DR GIG HARBOR WA 98332 1062	367497	SPIRITS/BR/WN REST LOUNGE -
2. NETSHED, INC.	NETSHED NO. 9 3313 HARBORVIEW DR SUITE 101 GIG HARBOR WA 98332 2126	085944	BEER/WINE REST - BEER/WINE BEER/WINE REST - BEER/WINE
3. CT ENDEAVORS, INC.	KELLY'S CAFE AND ESPRESSO 7806 PIONEER WAY GIG HARBOR WA 98335 1133	400599	BEER/WINE REST - BEER/WINE OFF PREMISES
4. HALFTIME SPORTS, LLC	HALF TIME SPORTS 5114 PT FOSDICK DR NW # J&K GIG HARBOR WA 98335 1717	073240	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO
5. SPARKLEHORSE, LLC	WET COAST BREWING COMPANY 6820 KIMBALL DR STE C GIG HARBOR WA 98335 5124	418557	MICROBREWERY

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

November 6, 2015

SPECIAL OCCASION #: 094202

SKANSIE NETSHED FOUNDATION
3207 HARBORVIEW DR
GIG HARBOR WA 98332

DATE: DECEMBER 12, 2015

TIME: 4 PM TO 8 PM

PLACE: SKANSIE NETSHED - 3207 HARBORVIEW DR, GIG HARBOR

CONTACT: ANDY BABICH [DOB 5.16.66] 253-209-0535

SPECIAL OCCASION LICENSES

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

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

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

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

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

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

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - License Services
3000 Pacific Ave SE - PO Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

NOVEMBER 16, 2015

SPECIAL OCCASION #: 093484

KIWANIS CLUB OF GIG HARBOR
PO BOX 1491
GIG HARBOR WA 98335

DATE: JANUARY 23, 2016

TIME: 5 PM TO 10 PM

PLACE: GIG HARBOR EAGLES CLUB - 4425 BURNHAM DR, GIG HARBOR

CONTACT: MELANI JOYAL [DOB 10.19.69] 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.
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| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

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

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

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

MINUTES
GIG HARBOR CITY COUNCIL WORKSTUDY SESSION
November 9, 2015 – Council Chambers

CALL TO ORDER:

1. [Impacts of Growth – Police Department.](#)

Chief Kelly Busey began his presentation with a brief history lesson of the department. He shared the department's mission, structure, and community involvement before moving into citing statistics from 1979 to present.

[He asked for continued support for the brand of enforcement the department is proud to offer and offered to answer questions.](#)

ADJOURN:

[There were no further comments and the workstudy session adjourned at 6:53 p.m.](#)

Minutes Boards and Commissions Candidate Review

November 17, 2015 4:00 p.m. Exec. Conference Room

Call to Order:

Councilmember Kadzik
Shawna Wise
Charlee Glock-Jackson

New Business:

1. Interview Candidate for Arts Commission

Laura Birrell – Ms. Birrell shared her background and explained she would like to be part of the Arts Commission because she said she sees the potential for Arts in Gig Harbor, particularly school arts programs. She also shared that she has no other commitments that would interfere with her serving on the Arts Commission.

Councilmember Malich joined the meeting at 4:35 pm.

After the interviews, Councilmembers discussed the applicant and the following motion was made:

MOTION: Move to appoint Laura Birrell to the Arts Commission.
Kadzik / Malich – two votes yes.

Adjourn 4:50 pm

MINUTES
GIG HARBOR ARTS COMMISSION
Tuesday, November 10, 2015 – 10:00 a.m.
Executive Conference Room

CALL TO ORDER / ROLL CALL: 10:05 a.m.

Charlee Glock-Jackson, Chair, Leonard Hill, Vice-Chair, and Elijah Bossenbroek.
Julianna Verboort was scheduled to call in.
Guest: Laura Birrell
Staff: Public Works Director Jeff Langhelm and Molly Towslee.

Chair Glock-Jackson introduced guest Laura Birrell, an applicant for the vacant position, who wanted to attend to find out about the Arts Commission.

APPROVAL OF MINUTES: Approval of September 8, 2015 GHAC Minutes.
Due to lack of a quorum, this item was postponed until later in the meeting. No action taken – lack of quorum.

OLD BUSINESS:

1. **Placement of Public Art & Potential Public Art Sites – Public Works Director Jeff Langhelm.**

- a. **Totem Pole.** Parks Commission narrowed placement to Civic Center Campus. Director Langhelm passed out draft text for a plaque to be placed in front of the totem pole. There would also be a QR code with a more lengthy history available.
- b. **Wish Fish Project.** This will be presented to Council with the others. Parks Commission recommended placement outside city property. Recommendation is to place at Uptown. Clerk Towslee read an e-mail from Julianna Verboort regarding the Rotary meeting she attended. It has been determined it is not an interactive sculpture; she forwarded the GHAC recommendation for placement on non-city property, possibly at Uptown. She suggested they contact the developers for the new Fred Meyer center to sponsor.
- c. **Peace Pole Project.** Things in place to put the Peace Pole here at the Civic Center. Staff will make the final decision for placement and take that to Council for approval. He said he saw the recommendation from Julianna Verboort regarding construction materials, which will also be taken into consideration. Council may send back to the Arts Commission.

Presentation to Council on all three of these items will be either December 14th or the first meeting in January.

- d. **Public Works Projects.** Director Langhelm gave a brief history of the Arts Commission involvement in suggestions to incorporate art in future public works projects.

- 50th Street at KLM Park
- Cushman Trailhead
- Pierce Transit Park and Ride on Kimball
- Ancich Park
- Donkey Creek – Sidewalk
- Lift Station 4B at Jerisich Dock / Skansie Brothers Park

Director Langhelm to provide a location map, summary of budget, scope of work, and provisions for each project to the GHAC at an upcoming meeting. He shared information on a couple of the projects. The City received state grants for the uplands at Ancich and for the netshed and pier. It was suggested that Commissioners take a look at the anchor memorial at Jerisich to see if that should be incorporated in the Arts Commission recommendations for the Lift Station 4B project. The Fisherman's Memorial will be moved south; possibly in a fountain setting. He described the basics, and said he will report on the 60% design at the next GHAC meeting.

[Clerk Towslee asked about the 2016 Work Plan and when it should be submitted.](#) This should go directly to City Council, perhaps in January, before the February Council Retreat.

2. [Project Management Checklist.](#) Molly read e-mail from Julianna that said she received positive feedback on the form but no recommended changes. Molly may forward suggestions for adding a simple checklist.

3. [Maritime Pier Project – Update.](#) Chair Glock-Jackson presented the background for the new Commissioner. Fabrication should begin at the beginning of the year.

4. [Update - Adding a Culture Element to City's Comprehensive Plan.](#) Chair Glock-Jackson said she met with Leonard several times. She presented her recommendation to the Planning Department and it will go to Council as a text amendment to the Parks Plan. Planner Lindsey Sehmel feels it should be more than one page to be an element of the Comp Plan. After discussion, it was determined that depending upon Council direction, we can present a separate arts element in 2016.

[Elijah Bossenbroek asked](#) about the history of the Gig Harbor Arts Commission and their involvement with art placement.

5. [Historic Plaques for Stone Pillars at History Museum / Donkey Creek.](#) Chair Glock-Jackson reported that Harbor Wildwatch is also looking at placing educational interpretive signage at the park. She presented the background for this project for the new Commissioner. GHAC will continue to work with Lita Dawn Stanton, Linda Pitcher, and Harbor Wildwatch. The next step is to develop the language and materials. One of the grants that Martha Reisdorf has suggested could be one way to fund.

6. [Inventory and Digitizing of Public Art](#). Leonard Hill said he doesn't have much of an update and then gave the background for this effort. After further discussion Elijah offered to assist Leonard when he develops a scope of work.

7. [Upcoming Workshops](#):

a. [Using Video as a Marketing Tool](#). January 12th – Leonard Hill is the lead. He will circulate the presentation for review.

b. [How to Respond to a Request for Proposals](#). This is just a placeholder.

APPROVAL OF MINUTES: Approval of September 8, 2015 GHAC Minutes. Commissioner Verboort had not joined the meeting by conference call and therefore no action could be taken due to a lack of a quorum.

NEW BUSINESS:

1. [Periodic Artists Mingle Event](#). Julianna had suggested this; no new update.

2. [Artist Contracts](#). Julianna and Jeannie had proposed this, but Molly said the city has templates that have to be followed. Perhaps this was in regards to attachments.

3. [Additional Pedestal Art Installations](#). The history of the project and locations of the existing pedestals was presented. Chair Jackson said she doesn't want the additional placement of pedestals to be forgotten. Molly mentioned the plans to resurrect the Harborview Streetscape Plan. The GHAC should be involved to make sure the future placement of pedestal art is included in the plans.

4. [2016 Work Plan](#). Chair Glock-Jackson will circulate the last version of the work plan to the commissioners to review. She will add the Arts Element of the Comp Plan to the plan. She gave an overview of the steps she had to go through to submit the text amendment.

[Chair Glock-Jackson brought up the idea](#) to paint the snowplows. The group discussed a contest for the school kids to design something to be painted on the plows. Leonard suggested that this could be a fund-raiser. It has the potential to bring the community together for an artistic project.

[PUBLIC COMMENT:](#)

Laura Birrel commented several times during the meeting. She said she likes the idea of rotating art pieces that can be purchased. She asked for clarification on the Artists Mingle Event.

[STAFF REPORT:](#) None.

COMMISSIONER'S COMMENTS / REPORTS:

- a. [Commissioner's Choice Award for PAL Open Juried Show](#). Chair Glock-Jackson, Mary Manning, and Martha Reisdorf met and judged the artwork and a certificate was presented to the artist of choice.
- b. [Making Friends with the Media](#): Tues., Oct. 13th at 5:30 p.m. was well attended.
- c. [Applying for Grants](#). Martha has information. Could possibly use for the historical signage. This can be discussed at a future meeting.
- d. [Austin Estuary](#). Julianna suggested a grant to commission a native artist to do a piece at Austin Estuary. Not possible due to the archeological restrictions on the estuary park.
- e. [Congratulations to Leonard Hill](#) for his film *Threads* winning "Best Short Film" in a recent Friday Harbor Film Festival. There may be potential for a future showing of the film at the Civic Center.
- f. [Totem Pole Update](#) – Leonard Hill reported that he attended the October 4th Parks Commission meeting. It was decided it should not go at the site of the old village. Linda Pitcher has offered to collaborate on a commemorative plaque for the Donkey Creek/Austin Estuary Park.
- g. [Leonard Hill said](#) he spoke to retired architect Paul Spreiregen, FAIA who has run several design competitions. He is going to write up notes from their discussion and circulate to the commissioners. Paul wrote a book about design competition, and Leonard offered to loan the book to anyone interested.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Gig Harbor Art Commission – Tuesday, January 12th at 10:00 a.m.
2. Using Video as a Marketing Tool: Tuesday, January 12th at 6:00 p.m. Leonard to coordinate with Karen Scott to market.

ADJOURN: There were no further comments and the meeting adjourned at 11:44 a.m.

MINUTES
GIG HARBOR PARKS COMMISSION
Wednesday, October 7, 2015 – 5:30 p.m.
Community Rooms A/B

CALL TO ORDER / ROLL CALL:

[Parks Commissioner - John Skansi: Present](#)
[Parks Commissioner - Christine Hewitson: Present](#)
[Parks Commissioner - Sara McDaniel: Present](#)
[Parks Commissioner - Nicole Hicks: Present](#)
[Parks Commissioner - Gregg Vermillion: Present](#)
[Parks Commissioner - Rick Offner: Absent \(excused\)](#)
[Parks Commissioner - Robyn Denson: Present](#)
[Staff - Terri Reed: Present](#)
[Staff - Jeff Langhelm: Present](#)
[Staff - Greg Foote: Present](#)
[Staff – Lindsey Sehmel: Present](#)

APPROVAL OF MINUTES:

Approval of September 2, 2015 Minutes

MOTION TO APPROVE: Hicks / Skansi – unanimously approved.

OLD BUSINESS:

1. Totem Pole Location Recommendation - Public Works Director Jeff Langhelm

Linda Pitcher, 8825 N. Harborview Drive, Gig Harbor, updated the Commission on her communication with the Puyallup Tribe regarding placement of the totem pole and their concern with the possibility of the pole's placement near the original Puyallup village site at Austin Estuary. The totem pole subcommittee of Public Works, Arts and Park Commission members met on September 30, 2015, to discuss the matter further and decided to recommend that the totem pole be placed elsewhere. Ms. Pitcher also asked the Tribe how the subcommittee might approach them in the future, should the City find resources to place a more appropriate commemoration of the Sqababsh people in Austin Estuary.

Julianna Verboort, 4605 83rd Avenue NW, Gig Harbor, spoke about the importance of making this a learning opportunity for kids and generations to come with the placement of the totem with signage at a park area such as Sehmel Homestead Park.

Bob Rafter, 3714 53rd Street, Gig Harbor, emphasized the importance of thinking about who the audience would be.

The Commissioners discussed placement of the totem pole at the Civic Center and the importance of placing appropriate signage explaining the story of the pole.

2. Parks, Recreation and Open Space (PROS) Plan Update – Public Works Director Jeff Langhelt introduced Emily Terrill, who has been hired as a consultant to update the PROS Plan. Ms. Terrill presented her proposed schedule for adopting a new PROS Plan by March 1, 2016. This effort will take participation from the Parks Commission at their November, December and January meetings. Ms. Terrill shared some preliminary results from the web-based park needs survey. These results included information on most frequently used parks, items that respondents would like more of or think we have enough of and the priorities for future park expenditures.

Kenneth Lee, 13312 Foxglove Drive NW, Gig Harbor, asked the Commission to consider the need for pickleball courts (indoor/outdoor) and community centers.

Bob Rafter, 3714 53rd Street, Gig Harbor, asked about the possibility of the City adding sidewalks on 50th Street Court and 38th Street and reviewing the speed limits on 38th Street. Public Works Director Langhelt requested they discuss this separate issue directly after the meeting ended.

3. Cushman Trail Safety and Signs – Public Works Director Jeff Langhelt explained that this subcommittee will be pulled together in mid-November to look at various trail safety issues including helmets, signs, mileage markers, trail location identification markers and site distance visibility. The subcommittee will be made up of various local organizations which could include PenMet Parks, Police and Fire Departments and Parks Commissioner Offner, depending on the topic at hand. Senior Planner Sehmel offered a list of traffic safety organizations that might be helpful. Commission Chair McDaniel asked if a citizen trail-user could be included. Commissioner Hewitson offered to help on the helmet subcommittee.

NEW BUSINESS:

- Historic Preservation Recommendations – Senior Planner Lindsey Sehmel outlined work that is being performed with grant funds received from Pierce County for historic preservation. Five items were presented to the Design Review Board for consideration:
 1. WPA Shelter at Crescent Creek Park
 2. Austin Estuary Park
 3. Wilkinson Farm Barn (interior/exterior)
 4. Eddon Boat Park Residence
 5. Ferry Landing

All items except for the Ferry Landing were recommended by the DRB to move forward for City Council consideration. Ms. Sehmel added that plaques would eventually be placed at each site approved. Commissioner Hewitson asked for consideration of funding a storyboard at Austin Estuary with these grant funds.

PARK UPDATES:

PUBLIC COMMENT:

- Kenneth Lee, 13312 Foxglove Drive NW, Gig Harbor, made a formal request for consideration for dedicated pickleball courts.

- Bob Rafter, 3714 53rd Street, Gig Harbor, added that it is very distracting to have courts lined for both tennis and pickleball.

ADJOURN:

MOTION TO ADJOURN: Hicks / Skansi – unanimously approved at 6:56 p.m.



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

Subject: Appointment to the Arts Commission.

Dept. Origin: Administration

Proposed Council Action: Move to appoint Laura Birrell to the Arts Commission.

Prepared by: Board and Candidate Review

For Agenda of: November 23, 2015

	Initial & Date
Concurred by Mayor:	<u>JB 11/18/15</u>
Approved by City Administrator:	<u>ZW 11/18/15</u>
Approved as to form by City Atty:	n/a
Approved by Finance Director:	<u>DP 11/18/15</u>
Approved by Department Head:	_____

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

There was one vacancy on the Arts Commission due to a resignation.

Laura Birrell was the only applicant. The Boards and Commissions Candidate Review Committee interviewed Ms. Birrell.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The committee voted 2-0 to appoint Laura Birrell to the Arts Commission.

RECOMMENDATION/MOTION

Move to: Appoint Laura Birrell to the Arts Commission.



Business of the City Council City of Gig Harbor, WA

Subject: Client Assistance Memos – Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute Consultant Services Contract between the City of Gig Harbor and Sound Municipal Consultants in an amount not to exceed \$10,000.00.

Dept. Origin: Planning

Prepared by: Jennifer Kester, Planning Director *JK*

For Agenda of: November 23, 2015

Exhibit: Contract with exhibits

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JK 11-12-15
Ron W 11/12/15
email 11/9/15
JK 11/10/15
JK 11/9/15

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

One of the Planning Department’s ongoing goals is to improve overall client relationship performance respective to permit application consultation, code familiarization and permit review. This includes developing additional client assistance memos on typical permit types and common planning questions to assist citizens in complying with the City’s land use code without the need for hiring consultants.

The 2015-2016 budget includes \$10,000 to hire a consultant to develop these client assistance memos. Included in this council bill is a contract with Sound Municipal Consultants for 11 new client assistance memos covering the following topics: pre-application and intake processes; typical permit processes for tenant-improvements, preliminary plats, new commercial, multi-family, final plats and short plats; tree removal; lighting; and, fencing.

Emily Terrell, AICP, principal at Sound Municipal Consultants, is currently contracted with the City to update the PROS plan and was previously the project manager for PMC when PMC conducted a housing needs assessment for the City in 2009. Emily specializing in working with small municipalities on planning issues. She is also a former planning director at Milton.

FISCAL CONSIDERATION

The adopted biennial budget includes \$10,000.00 for the hiring of a consultant to update client assistance memos for the Planning Department.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute Consultant Services Contract between the City of Gig Harbor and Sound Municipal Consultants in an amount not to exceed \$10,000.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SOUND MUNICIPAL CONSULTANTS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Sound Municipal Consultants, a Limited Liability Company organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Updating the Planning Department's Client Assistance Memos 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 Services including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A**, 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 Services.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of services 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 services, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Ten Thousand Dollars (\$10,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the services described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff positions 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 18 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 services, 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 services that the Consultant performs hereunder.

4. Duration of Work. The City and the Consultant agree that services will begin on the tasks described in **Exhibit A** in January 2016. The parties agree that the services described in Exhibit A shall be completed by April 30, 2016; provided the contract may be extended by agreement of both parties.

5. Termination. This Agreement may be terminated by either party at any time prior to completion of the services described in **Exhibit A** upon ten (10) days written notice. Any such notice shall be given to the appropriate address specified in Section 16. 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 services 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 services to the date of termination, the amount of services originally required which would satisfactorily complete it to date of termination, whether that services 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 services 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. **Independent Status of Contractor.** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

8. **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 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 property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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 the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **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 services including the services of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to

the services performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

E. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorse to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. If any coverage is written on a "claims made" basis, 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.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

10. 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.

11. 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 services authorized under this Agreement, the services 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.

12. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the services 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.

13. Services 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 services hereunder and shall utilize all protection necessary for that purpose. All services 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 services.

14. 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.

15. 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 Planning Director and the City shall determine the term or provision's true intent or meaning. The City Planning 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 Planning 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.

16. **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:
Sound Municipal Consultants
ATTN: Emily Terrell, AICP
906 Wood Avenue
Sumner, WA 98390
(253) 709-6044

City of Gig Harbor
ATTN: Jennifer Kester
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170


17. **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.

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

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

CONSULTANT

CITY OF GIG HARBOR

By 
Its: Principal

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Gig Harbor Customer Service Handouts - Land Use Permitting

Scope of Work

Tasks	Hours by Task	Hourly Rate	Cost by Task	Date	Deliverable (Handouts)
Researching the code (1/2 to 2 hours/handout)	16	\$125	\$2,000	Begin January 1, 2016	Pre-Application Process Intake Process
Corresponding with Staff about typical process	8		\$1,000		Typical Tenant Improvement Preliminary Long Plats w/SEPA
Drafting the handouts (2 to 6 hours/handout)	40		\$5,000		Commercial New or Remodel w/SEPA Multi-family Housing w/SEPA
Revising the handouts (1/2 to 2 hours/handout)	10		\$1,250		Tree Removal Fences
Presenting the handouts (individually or in groups) to Council and Chamber of Commerce	6		\$750		Lighting Final Plats Short Plats
Total	80		\$10,000	End April 30, 2016	



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

Subject: Resolution – Surplus Equipment

Proposed Council Action:

**Adopt Resolution No.1016
Surplusing the city-owned equipment.**

Dept. Origin: Information Services

Prepared by: Heidi Othman

For Agenda of: November 23, 2015

Exhibits: Resolution 1016

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

JB 11-17-15
Ron W 11/17/15
NA
DR
[Signature] 11/17/15

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

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

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1016 surplusing this city-owned equipment.

RESOLUTION NO. 1016

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL #	Asset #.
Dell Optiplex 755	1	3J3G7F1	01550
Dell Optiplex 755	1	419LC91	01318
Dell Precision Pro1X	1	BRGM21	09050
Dell Latitude D520	1	9W5WCC1	01441
Dell Latitude D520	1	8VSWCC1	01440
Dell Precision M50	1	BR2GM21	01050
Dell Optiplex 170L	1	GFSLK51	01180
Dell Optiplex 520	1	CX18D91	01313
Dell Precision T3400	1	FSY0RG1	01687
Dell Optiplex 760	1	JZSJYK1	01756
Dell Optiplex 760	1	2105ZK1	01760
Dell Optiplex 760	1	BMVRYK1	01757
Dell Precision T3400	1	4MKNMF1	01586
Dell Precision T3400	1	JPJ6TF1	01633
Dell Latitude D620	1	7NC2PPC1	01458
Panasonic CF30-MDC	1	Cf-30ctqazbm	01475
Panasonic CF30-MDC	1	Cf-30ftsazam	01664
Panasonic CF30-MDC	1	Cf-30ctqazbm	01473
<u>Miscellaneous</u>			
Dead UPS's	3		n/a
Damaged Keyboards & Mice	5		n/a
<u>Printers</u>			
HP5780 All-in-One	1	Cn7cjcb43q	n/a

PASSED ON THIS 23th day of November, 2015.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/04/15
PASSED BY THE CITY COUNCIL: 11/23/15
RESOLUTION NO. 1016



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

Subject: Second Reading - Unauthorized Recording of a Motion Picture

Proposed Council Action:

Adopt Ordinance No. 1327 amending Gig Harbor Municipal Code 9.36.010 to incorporate RCW 19.235.010 – Unauthorized Recording of a Motion Picture.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: November 23, 2015

Exhibit: Draft Ordinance and RCW 19.235.010

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JB 11-17-15
Ron W 11/17/15
Via email
DR
KBB

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

Gig Harbor is home to one commercial movie theater. Gig Harbor has not formally adopted state law that prohibits the unauthorized recording of a movie. Currently, people caught recording movies are charged with the crime of Theft in the Third Degree. The proposed ordinance adopts and incorporates by reference RCW 19.235.010 to allow charging of a more appropriate crime.

The City Council considered this ordinance on first reading on November 9, 2015. At the direction of council, the Ordinance has been revised to clarify the intent that this ordinance is not to be used in any manner other than unauthorized filming of the movies (often referred to as "pirating").

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Adopt Ordinance No. 1327 amending Gig Harbor Municipal Code 9.36.010 to incorporate RCW 19.235.010 – Unauthorized Recording of a Motion Picture.

ORDINANCE NO. 1327

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S CRIMINAL CODE; AMENDING SECTION 9.36.010 TO THE GIG HARBOR MUNICIPAL CODE TO ADOPT BY REFERENCE RCW 19.235.010 RELATING TO UNAUTHORIZED RECORDING OF A MOTION PICTURE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35A.11.020 authorizes the legislative body of code cities to adopt and enforce criminal codes related to misdemeanor and gross misdemeanor offenses; and

WHEREAS, the City of Gig Harbor desires to adopt by reference RCW 19.235.010 in order to allow the City to prosecute crimes relating to unauthorized recording of motion pictures; and

WHEREAS, the City recognizes that advances in technology since the legislature's adoption of RCW 19.235.010 have led to a proliferation of cellular phones with video recording ability among citizens, including minors, and that this ordinance is not intended to be used as a tool to regulate video taken by such users unless the user takes the video for the purpose of recording a motion picture;

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on November 9, 2015; Now, therefore,

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

Section 1. Section 9.36.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

9.36.010 Conduct Prohibited.

The following state statutes are adopted by reference:

RCW	
9.02.050	Concealing birth.
9.03.010	Abandoning, discarding, refrigeration equipment.
9.03.020	Permitting unused equipment to remain on premises.
9.03.030	Violation of RCW 9.03.010 or 9.03.020.
9.03.040	Keeping or storing equipment for sale.
9.91.010	Denial of civil rights – Terms defined.

- 9.91.020 Operating railroad, steamboat, vehicle, etc., while intoxicated.
- 9.91.025 Unlawful bus conduct.
- 9.91.110 Meal buyers – Records of purchases –Penalty.
- 9.91.130 Disposal of trash in charity donation receptacle.
- 9.91.140 Food stamps.
- 9.91.150 Tree spiking.
- 19.235.010 Motion picture - Unauthorized recording.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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



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

Subject: Municipal Research and Services Center – Annual Contract Renewal for Small Works, Consultant, and Vendor Rosters

Dept. Origin: Public Works

Prepared by: Maureen Whitaker *MW*

For Agenda of: November 23, 2015

Exhibits: MRSC Rosters Washington Public Agency Contract

Proposed Council Action:
Approve and authorize the Mayor to execute the Municipal Research and Services Center Washington Public Agency Contract for Small Works, Consultant, and Vendor Rosters in the not-to-exceed amount of \$600.00.

	Initial & Date
Concurred by Mayor:	<i>JG 11-13-15</i>
Approved by City Administrator:	<i>RW 11/13/15</i>
Approved as to form by City Atty:	<i>by email 11/12/15</i>
Approved by Finance Director:	<i>DR 11/13/15</i>
Approved by PW Director:	<i>AD 11/12/15</i>

Expenditure	Amount	Appropriation
Required: \$600.00	Budgeted:	Required: \$0

INFORMATION / BACKGROUND

The city currently contracts with Municipal Research and Services Center (MRSC) Rosters as adopted by Resolution 884 that provides a collective Small Public Works, Consultant, and Vendor Roster that is managed and operated by a team at MRSC Rosters. Many cities and agencies in Washington have recognized that this online data base provides an efficient, cost-effective tool to search statewide and contact potential bidders thus providing a greater pool of contractors, consultants to select from as well as a thorough comprehensive screening process.

FISCAL CONSIDERATION

Sufficient funds exist within the streets, water, wastewater, storm, and parks development funds to fund this annual expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute the Municipal Research and Services Center Washington Public Agency Contract for Small Works, Consultant, and Vendor Rosters in the not-to-exceed amount of \$600.00



Washington Public Agency Contract Small Works, Consultant, and Vendor Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government (the "Public Agency"),

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. Scope of Services. MRSC shall host the entire Public Agency's individual Small Public Works Roster ("Small Works Roster"), individual Consultant Roster ("Consultant Roster"), and individual Vendor Roster ("Vendor Roster") (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster and Consultant Roster, and at least biannually for the Vendor Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works, consultant, and vendor business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective in the year in which it is signed on either May 1 if signed prior to May 1 or December 1 if signed prior to December 1, for a period of one year.
4. Access to MRSC Rosters by Public Agency Prior to Legal Notice. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at www.mrscrosters.org by entering its account login information, as will be provided by MRSC. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. Notification of Transition to MRSC Rosters. As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. Roster Legal Notice. MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. Use of MRSC Rosters by Public Agency. As of the date of the applicable legal notice in January or June, all departments of the Public Agency will discontinue use of any previously-maintained rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:
 - (a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.
 - (b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

(c) Vendor Roster. The Public Agency will use the Vendor Roster to select businesses to award contracts for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts in accordance with RCW 39.04.190, and any ordinances and other laws applicable to the Public Agency. The Public Agency shall be responsible for its own and the selected business' compliance with all laws governing such purchases.

8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

9. Annual Membership Fee. The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$_____.

Total Capital Expenditures	Annual Membership Fee
Less than 5 million	\$120
5 to 10 million	\$240
10 to 15 million	\$360
15 to 25 million	\$480
25 to 50 million	\$600
More than 50 million	\$900

10. Relationship of Parties. MRSC will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

11. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

12. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

13. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

14. Renewal. This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date of either May 1 or December 1.

15. Non-assignment. MRSC shall contract with Upwards Technologies for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

18. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

19. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

20. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: City of Gig Harbor

Common Public Agency Name (if different): _____

Mailing Address: 3510 Grandview St.
Gig Harbor, WA 98335

County: Pierce

Type of Public Agency: Municipal

Website: www.cityofgigharbor.net

Primary Contact:

Name: Maureen Whitaker
Title: Executive Assistant
Email: whitakerm@cityofgigharbor.net
Telephone: (253) 853-7618
Facsimile: (253) 853-7597

Additional Contact:

Name: Janis Gibbard
Title: Finance Technician
Email: gibbardj@cityofgigharbor.net
Telephone: (253) 853-7696
Facsimile: (253) 853-7597

21. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

PUBLIC AGENCY

MRSC

[Signature]
Mayor

[Title]

[Signature]
MRSC Rosters Manager

[Title]

[Date]

[Date]



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

Subject: Jerisich Dock Water and Power Project – Public Works Contract

Dept. Origin: Public Works/Engineering

Proposed Council Action: Approve and authorize the Mayor to:

Prepared by: Emily Appleton, P.E. Senior Engineer *EA 11.17.15*

Award and execute a Public Works Contract with Marine Floats Corporation in an amount not to exceed \$187,419.65 for the Jerisich Dock Water and Power Project and authorize the City Engineer to approve additional expenditures up to \$9,000 to cover any cost increases that may result from contract change orders.

For Agenda of: November 23, 2015

Exhibits: Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date

JA 11-17-15
Bow 11/17/15
by email 11-17-15
11/17
11-17-15
11-17-15

Expenditure Required	See Fiscal Consideration	Amount Budgeted	\$ 190,000.00	Appropriation Required	See Fiscal Consideration
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INFORMATION/BACKGROUND

The Jerisich Dock Water and Power project (Project) includes installation of twelve (12) water and power supply pedestals for use by moored vessels, a payment kiosk and associated appurtenances, materials equipment. Some of the work in preparation for the Project has been or is planned to be completed by City staff (see summary list in "Fiscal Consideration" section). The Project was advertised on September 30, 2015 under the small works roster process and a pre-bid meeting was held on October 20, 2015.

BID RESULTS

The Jerisich Dock Water and Power Project was bid using the City's Public Works Small Roster process. On November 4, 2015, the City received six (6) bids for the Project. The Engineer's Opinion of Probable Cost was \$215,915. Bid results from each bidder are summarized below.

BIDDER	TOTAL BID AMOUNT
1. Marine Float Corporation	\$187,419.65
2. BMWC	\$206,968.09
3. Transportation Systems, Inc.	\$226,091.22
4. AMO Construction	\$230,538.63
5. Nordic Construction	\$230,786.01

6. Olympic Peninsula Construction, Inc.	\$293,388.34
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FISCAL CONSIDERATION

The project is included in the 2015/16 Budget, under the Parks Development Fund. A budget summary is shown in the table below:

2015/16 Budget for Parks Development, Objective No. 11:	\$190,000
Project Expenses:	
Peninsula Light Company – Electrical Equipment Upgrade (actual cost):	(\$ 3,928)
Estimated Material Costs for City Staff to upgrade the water service:	(\$ 4,000)
Estimated Material Costs for City staff to upgrade the signage:	(\$ 1,500)
Material Costs for City Staff to replace gangway decking (actual cost):	(\$ 6,668)
Grette & Associates – Habitat Management Plan Update (actual cost):	(\$ 2,854)
Advertising and Other Project Administration Costs (actual cost):	(\$ 1,125)
Permit Fees:	(\$ 6,000)
Estimated Remaining Budget for Construction Contract:	\$ 163,925
Award Construction Contract to Marine Floats Corporation:	(\$187,420)
Change Order Authority Amount:	(\$ 9,000)
Total Remaining Budget:	(\$ 32,495)

Despite the budget shortage shown above, sufficient funds exist in the Parks Development Fund to cover all project expenses noted.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to award and execute a Public Works Contract with Marine Floats Corporation in an amount not to exceed \$187,419.65 for the Jerisich Dock Water and Power Project and authorize the City Engineer to approve additional expenditures up to \$9,000 to cover any cost increases that may result from contract change orders.

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

THIS CONTRACT is made and entered into this _____ day of _____, 2015, by and between the City of Gig Harbor, Washington (the "City"), and Marine Floats Corporation, 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 Exhibits A, B and C 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 \$172,737.00, plus 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 \$187,419.65.

4. Retainage.

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

_____ Retained in a fund by the City until sixty (60) days following the final acceptance of said improvement or work as completed;

_____ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

_____ Placed in escrow with a bank or trust company by the City until sixty (60) days following the final acceptance of said improvement or work as completed. When the monies reserved are to be placed in escrow, the City shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

5. Performance and Payment Bond - 50% Letter.

A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.

B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

6. Warranty/Maintenance Bond.

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond for 15% of the contract amount on the City's standard maintenance bond form in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

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

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

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

8. Insurance.

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

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

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

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

9. Prevailing Wage.

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

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

10. Termination.

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

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and

preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

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

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

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

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

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

independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

Exhibit A (revised, Addendum No. 1)

INVITATION TO BIDDERS

JERISICH DOCK WATER and POWER PROJECT (CPP-1412)

The City of Gig Harbor requests bid proposals in accordance with the City's Small Works Roster Process (Resolution No. 884) for the Jerisich Dock Water and Power Project (CPP-1412). The work to be completed under the contract generally includes providing and installing twelve (12) water and power pedestals for use by moored vessels, a payment kiosk and all associated appurtenances, materials, equipment and work.

The work is more completely described in the Contract Documents. The Contract Documents shall consist of the City's Small Works Contract (Contract), this Invitation to Bidders (Exhibit A of the Contract), the Bid Proposal (Exhibit B of the Contract) the Scope of Work, Project Plans and Project Permits (Exhibit C of the Contract) and the City of Gig Harbor Bond Forms (Exhibit D of the Contract).

The Contract Documents may be obtained electronically free of charge by contacting Denise Sharer at the City of Gig Harbor via email (sharerD@cityofgigharbor.net) or telephone (253) 853-7561.

A pre-bid site visit hosted by the City for all prospective bidders will occur on October 20, 2015, at 10:00 a.m. on Jerisich Dock (3555 Harborview Drive). Bidders are also encouraged to separately review and inspect the site prior to submitting a bid proposal for this project.

Telephone inquiries regarding the Project may be directed to Construction Supervisor, George Flanigan, (253) 377-6165 and FlaniganG@cityofgigharbor.net or to Senior Engineer, Emily Appleton at (253) 853-8620 and AppletonE@cityofgigharbor.net.

Bid proposals will be received by the City of Gig Harbor by means of email to Denise Sharer (sharerD@cityofgigharbor.net) or delivered to the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington, 98335, **no later than 4:00 p.m., Wednesday, November 4, 2015**. Bid proposals received after the time fixed for opening will not be considered and email "sent" times and postmarks will not be accepted.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

The City of Gig Harbor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bid in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

* * * END OF EXHIBIT A * * *

Exhibit B

BID PROPOSAL

JERISICH DOCK WATER and POWER PROJECT (CPP-1412)

A. Acknowledgement

The undersigned bidder declares that he has read the Contract Documents, understands the conditions of the Project Permits, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Further, the bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit prices(s) indicated for the Work as set forth in the Contract Documents.

The work under this Contract shall be fully completed within the times specified in the Contract Documents.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	L.S.	\$ 8,600	\$ 8,600
2	Water and Power Utility Extension	1	L.S.	\$ 67,752	\$ 67,752
3	Provide and Install Water and Power Pedestals	1	L.S.	\$ 76,104	\$ 76,104
4	Provide and Install Payment Kiosk	1	L.S.	\$ 10,181	\$ 10,181
5	Minor Changes	1	Allow	\$ 10,000	\$ 10,000
6	Maintenance Bond	1	L.S.	\$ 100	\$ 100
SUB-TOTAL					\$ 172,737
SALES TAX @ 8.5 %					\$ 14,683
BID TOTAL					\$ 187,420

C. Measurement and Payment

1. "Mobilization and Demobilization" This lump sum item includes the mobilization and demobilization of all labor, equipment, and materials to and from the project site. Mobilization shall include all incidental costs of the project not otherwise captured by the remaining bid items below. Mobilization shall include, but is not limited to, gaining access to the site, safety equipment, daily cleaning, protection of the natural resources, compliance with permit conditions, disposal of waste, all efforts necessary to maintain the project site in a neat and orderly condition at all times so as to meet the approval of the Owner and provide for public safety, obtaining permits or licenses required to complete the project but not furnished by the Owner, and restoration of the site to pre-construction conditions or better.

The Contractor shall be paid 70% of this item when equipment set up is completed and 30% when work at the site (including final cleanup and restoration) is complete.

2. "Water and Power Utility Extension" This lump sum item shall include all work, associated appurtenances, materials and equipment necessary to extend the water and power utilities from their existing points of connection, through the park, including trenching and trench restoration, through the bulkhead, along the fixed pier and gangway to the first junction box on floating dock (J1). This item shall include costs for coordination with Peninsula Light Company, and all electrical equipment and incidentals installed between the point of connection and J1.

The Contractor shall be paid 100% of this item when all work is complete. Partial payment is allowed and shall be determined by the Project Engineer or the Engineer's designated representative based on actual progress of work.

3. "Provide and Install Water and Power Pedestals" This lump sum item shall include all work beginning at the first junction box on the floating dock (J1) and beyond, to include twelve (12) installed and functional water and power pedestals and one installed and functional bollard light on Jerisich Dock. This item shall also include one additional water and power pedestal (quad) to be delivered to the City. Costs for disinfection and testing of the water lines shall also be included in this item. All appurtenances, materials and equipment necessary to complete this work are incidental to this item.

The Contractor shall be paid 100% of this item when all work is complete. Partial payment is allowed and shall be determined by the Engineer or the Engineer's designated representative based on actual progress of work.

4. "Provide and Install Payment Kiosk" This lump sum item shall include all work necessary to provide and install the payment kiosk, including the foundation, power supply, initial programming, appurtenances and incidentals required to provide a functioning system. The Contractor shall obtain City approval prior to obtaining the payment kiosk in order to confirm that the supplier can provide the appropriate initial programming and on-going support to the City for the operation of the kiosk. The City, and not the Contractor, will be responsible for the on-going support of the payment system.

The Contractor shall be paid 100% of this item when all work is complete. Partial payment is allowed and shall be determined by the Project Engineer or the Engineer's designated representative based on actual progress of work.

- 5. "Minor Changes" This bid item shall include payments or credits for minor changes to the contract. These changes may be negotiated as lump sum amounts or tracked and paid as actual labor, materials and equipment costs. If the parties are unable to agree on the amount of payment or credit due, the Engineer shall determine an equitable adjustment to the contract and the Contractor shall proceed with the work.


For the purpose of providing a common Proposal for all Bidders, the City has entered an amount for "Minor Change" in the Proposal. The City does not warrant expressly or by implication that an actual amount of minor change work will correspond with the estimate provided in the Proposal.

The Contractor shall be paid or a credit applied in the negotiated or actual amount when the work corresponding to each minor change is complete.

- 6. "Maintenance Bond" This lump sum shall be full compensation for furnishing all labor , tools, materials and equipment necessary to provide a two-year maintenance bond to the City at the time of project completion in the amount of fifteen percent (15%) of the final contract amount. The bond shall be submitted on city forms.

The Contractor shall be paid 100% of this item when a satisfactory maintenance bond is submitted to the City.

D. Bid Proposal Signature:

Bidder Signature: 
 Printed Bidder Name: WENDELL H. STRAWN
 Company Name: MARINE FLOATS CORP.
 Mailing Address: 1208 EAST 2ND ST
TACOMA WA 98421

Phone: 253 383 2740
 Fax: 253 383 1102
 Email: Wendell@marinefloats.com

*** END OF EXHIBIT B ***

Exhibit C

SCOPE OF WORK

JERISICH DOCK WATER and POWER (CPP 1412)

General Project Description

Provide and install twelve (12) water and power supply pedestals on Jerisich Dock, including all associated appurtenances, materials, equipment and work. Provide and install two (2) 200 amp circuit breaker disconnects and one (1) 100 amp, 16 circuit sub panel, and a payment kiosk, including all associated appurtenances, materials, equipment and work. Provide and install 400 amp electrical service meter base and current transformer, coordinate with Peninsula Light Company for power service connection, meter base and current transformer requirements. Coordinate with City of Gig Harbor for water service connection. Minimize disruption to adjacent park.

Work on this Project shall be in accordance with the City of Gig Harbor Small Public Works Roster Contract, Invitation to Bidders (Exhibit A), Bid Proposal (Exhibit B), this Scope of Work, together with the Project Plans and Project Permits and Conditions, included as this Exhibit C, and the City of Gig Harbor Bond Forms (Exhibit D).

Project Schedule

1. Duration of Work: All work shall be substantially complete within 30 calendar days from the Notice to Proceed. Notice to Proceed date will be no earlier than January 4, 2016.
2. Bonds: Contractor shall submit a Performance and Payment Bond to the City within 21 days from the Notice of Award.
3. Proof of Insurance: Contractor shall submit Proof of Insurance to the City within 21 days from the Notice of Award.
4. Schedule of Work: The Contractor shall submit a Schedule of Work to the City within 21 days from the Notice of Award. Schedule of Work shall indicate the duration of any proposed dock closures and park impacts.
5. Hours of Work: The normal working hours shall be between 7:00 am and 6:00 pm on working days, not including weekends or holidays. The normal straight time 8-hr working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing work. If the Contractor desires to perform work outside of the normal working hours, the Contractor shall apply in writing to the Engineer. Permission to work outside of the normal working hours, if approved, is required to be in writing by the Engineer 24-hours prior to the work outside normal working hours.

Project Permits

The City has obtained the project permits listed below, included as part of this Exhibit C. Contractor shall complete all work in accordance with listed permits and permit conditions. Contractor shall be responsible for obtaining any additional permits necessary to complete the work, including electrical permits from Washington State Department of Labor and Industries.

1. Shoreline Substantial Development Permit (PL-SDP-15-0001) issued by the City of Gig Harbor
2. Site Plan Approval (PL-SPA-15-0002) issued by the City of Gig Harbor
3. Design Review Approval (DRB-15-0007) issued by the City of Gig Harbor
4. Hydraulic Project Approval (HPA-2015-6-291+01) issued by the Washington Department of Fish & Wildlife
5. Project authorization (NWS-2015-483) issued by the US Army Corps of Engineers, including "NWP 3 and NWP12 Terms and Conditions".
6. Plumbing Permit (BD-15-XXXX) currently in process to be issued by the City of Gig Harbor.

Other Considerations

1. Notice to Proceed (NTP). NTP date will be no earlier than January 4, 2016.
2. Use of Park. Contractor shall minimize site disturbance and disruption to adjacent park.
3. Dock Closures. Contractor shall obtain City approval of proposed schedule of work prior to any dock closure or impact to the park.
4. Permit Conditions. Contractor shall comply with all project permit conditions, including the recommendations in the Grette Associates Memorandum dated January 7, 2015, a copy of which is included as part of this Exhibit C.
5. Code Compliance. All work shall be in conformance with the most current version of the National Electrical Code (NEC).
6. Public Works Standards. All work shall be in conformance with the most current version of the City of Gig Harbor Public Works Standards.
7. Submittals and Approval of Materials. Prior to use on the project, the Contractor shall notify the Engineer of all proposed materials. All equipment, materials, and other items incorporated into the permanent work shall be approved by the Engineer or the Engineer's designee prior to installation.

Photographs

The photographs shown below are examples of similar installations and shall be used as a reference to inform this scope of work.

Circuit Breaker Disconnects



Electrical Conduit / Junction Box in Float Chase



**** EXHIBIT C continues beyond this page ****
**** to include the PROJECT PLANS and PROJECT PERMITS & CONDITIONS ****

JERISICH DOCK WATER & POWER PROJECT

PROJECT No. CPP-1412

SITE ADDRESS/PARCEL NO.:
3207 HARBORVIEW DRIVE
GIG HARBOR, WA 98335
PARCEL NO. 0221082232

OWNER/APPLICANT:
CITY OF GIG HARBOR
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170

CIVIL ENGINEERING: PUBLIC WORKS
CITY OF GIG HARBOR
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170

UTILITIES:

WATER:
CITY OF GIG HARBOR
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170

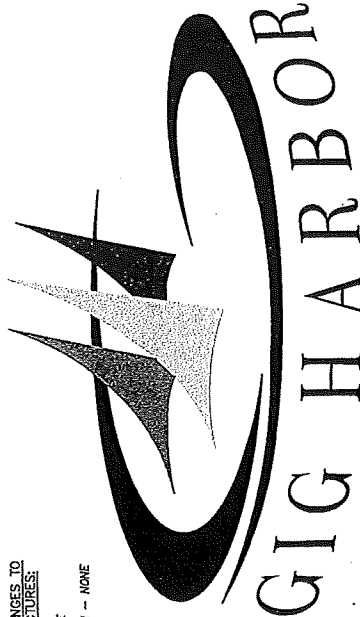
POWER:
PENINSULA LIGHT COMPANY
13215 GOODENOUGH DRIVE N.W.
GIG HARBOR, WA 98335
(253) 857-9960

SURVEY DATA:

SURVEY DATUM:
PERCE COUNTY VERTICAL NETWORK
(NAD83)



LEGAL DESCRIPTION:
SECTION 06, TOWNSHIP 21, RANGE 04 WEST, 27 RANGE A,
SOUTH 68 DEGREES 18 MINUTES, 20 SECTIONS EAST, ALIGN
NORTHERLY U.S.D. SECTION 1797.63 FEET TO INTERSECTION
OF ROADSIDE STREET AND HARBORVIEW DRIVE, DIST. 35.31
SOUTH 88 DEGREES, 18 MINUTES, 40 SECONDS EAST 35.31
FEET.



“THE MARITIME CITY”

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170, FAX (253) 853-7597
www.cityofgigharbor.net

MAYOR
JILL GUERNSEY

COUNCIL MEMBERS
CASEY ARBENZ
STEVEN EKBERG
PAUL KADZIK
RAHNA LOVROVICH
KEN MALICH
TIM PAYNE
MICHAEL PERROW

CITY ADMINISTRATOR
RONALD WILLIAMS

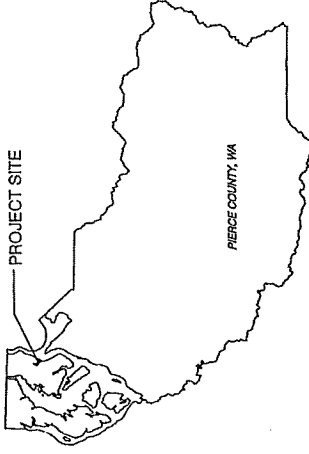
PUBLIC WORKS DIRECTOR
JEFF LANGHELM, P.E.

CITY ENGINEER
STEPHEN T. MISURAK, P.E.

VICINITY MAP

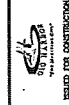
SCALE: N.T.S.

PROJECT SITE



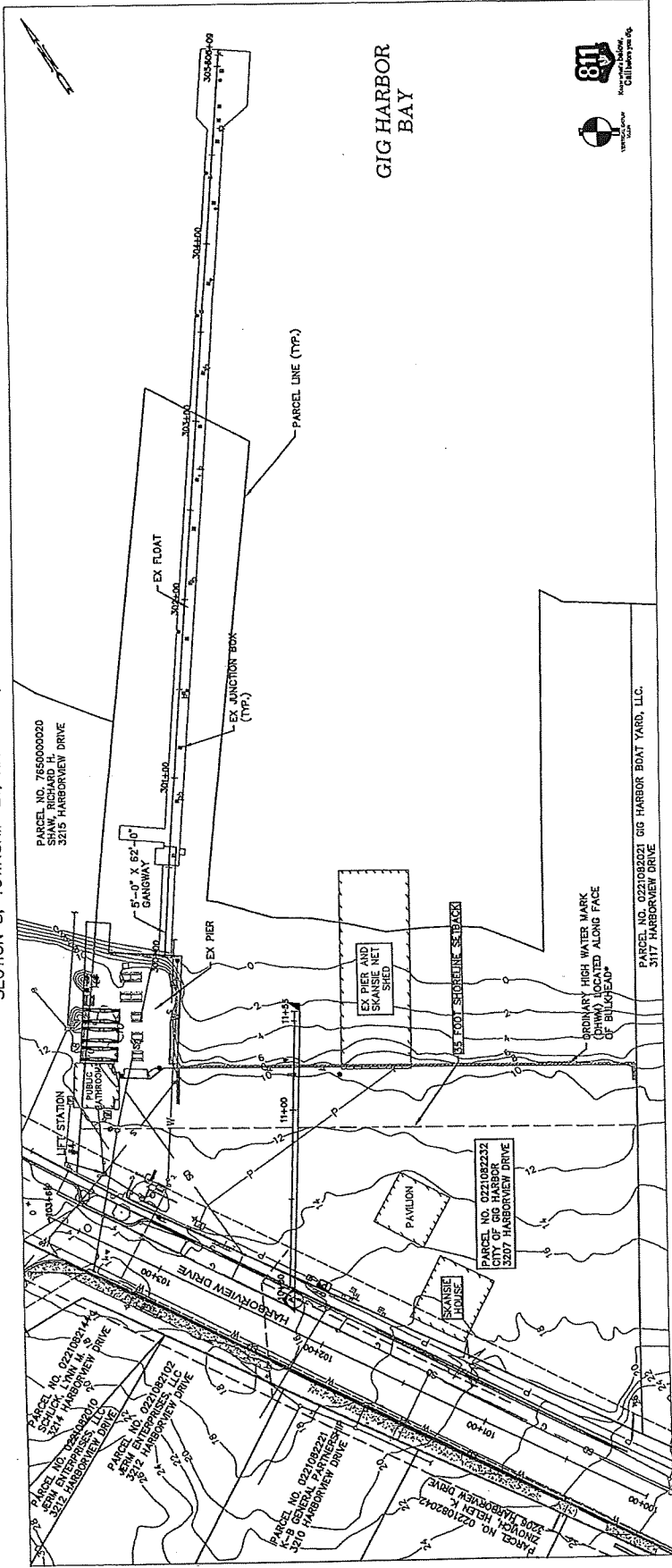
SHEET INDEX

- SHEET 1 - G-01 COVER SHEET
- SHEET 2 - G-02 ABBREVIATIONS AND SYMBOLS
- SHEET 3 - G-03 LOCATION MAPS
- SHEET 4 - SP-01 SITE PLAN
- SHEET 5 - SP-02 PROPOSED IMPROVEMENTS SITE PLAN
- SHEET 6 - SP-03 UPLAND CROSS-SECTION
- SHEET 7 - SP-04 JERISICH DOCK CROSS-SECTION
- SHEET 8 - NT-01 GENERAL NOTES
- SHEET 9 - DT-01 DETAILS



9-30-15 BID SET
Page 14 of 77

JERISICH DOCK WATER AND POWER IMPROVEMENTS
SECTION 8, TOWNSHIP 21, RANGE 02, QUARTER 21



- LEGEND**
- LINE TYPE (EXISTING)
- S SANITARY SEWER
 - G GAS
 - W WATER
 - SD STORM DRAINAGE
 - CONTOUR
 - WATER
 - POWER
 - CURB/PAVEMENT/SIDEWALK
 - POWER
- LINE TYPE (PROPOSED)
- W WATER
 - POWER
- RIGHT-OF-WAY**
- CONCRETE BULKHEAD
 - PARCEL LINE
 - SHORELINE SETBACK
- SYMBOLS (EXISTING)**
- BUS STOP
 - MAIL BOX
 - SHRUB
 - TREE (Conifer)
 - TREE (Deciduous)
 - STREET LIGHT ASSEMBLY
 - ANGLE POINT (EX)
 - TAX LOT/PARCEL NUMBER
 - CT CAN
 - SAN. SEWER MANHOLE
 - STORM DRAIN CATCH BASIN
 - STORM DRAIN MANHOLE
- 3-INCH NOZZLE FIRE HYDRANT**
- WATER VALVE
 - GAS VALVE
 - JUNCTION BOX
 - POST INDICATOR VALVE
 - DRINKING FOUNTAIN
 - WATER METER
- HATCH (EXISTING SURFACE)**
- CONCRETE
 - GRAVEL
 - GRASS
- DESIGNED BY: ADL
DRAWN BY: ADL
CHECKED BY: EJA
APPROVED BY: EJA
SCALE: AS SHOWN
OTHER: AS SHOWN



JOB NO.	CAMP 1412
DRAWING NO.	SP-01
SHEET	4 OF 9

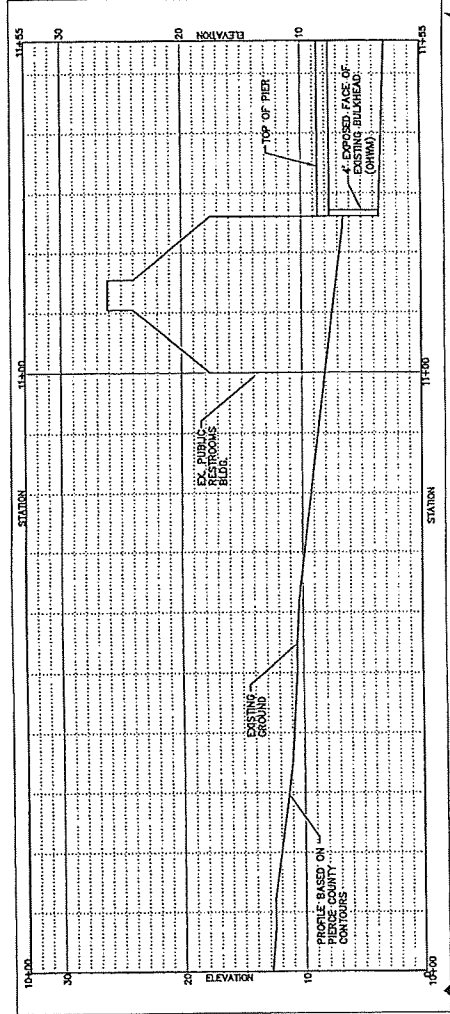
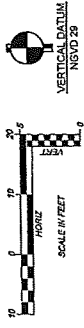
JERISICH DOCK WATER AND POWER IMPROVEMENTS

EXISTING CONDITIONS/
SITE PLAN

PUBLIC WORKS DEPARTMENT

3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170
www.cityofgigharbor.net

REVISIONS	
9-30-15 BID SET	



SKANSIE BROTHERS PARK
(UPLAND)



JOB NO. CWP 1412
DRAWING NO. SF-03
SHEET 0 8

BID SET
UPLAND CROSS-SECTION

JERISICH DOCK
WATER AND POWER
IMPROVEMENTS

DESIGNED BY: ADL
DRAWN BY: ADL
CHECKED BY: EJA
APPROVED BY: EJA
SCALE: AS SHOWN
OTHER: ---

PUBLIC WORKS
DEPARTMENT
3510 Grandview Street
Gig Harbor, WA 98143-1700
www.cityofgigharbor.net



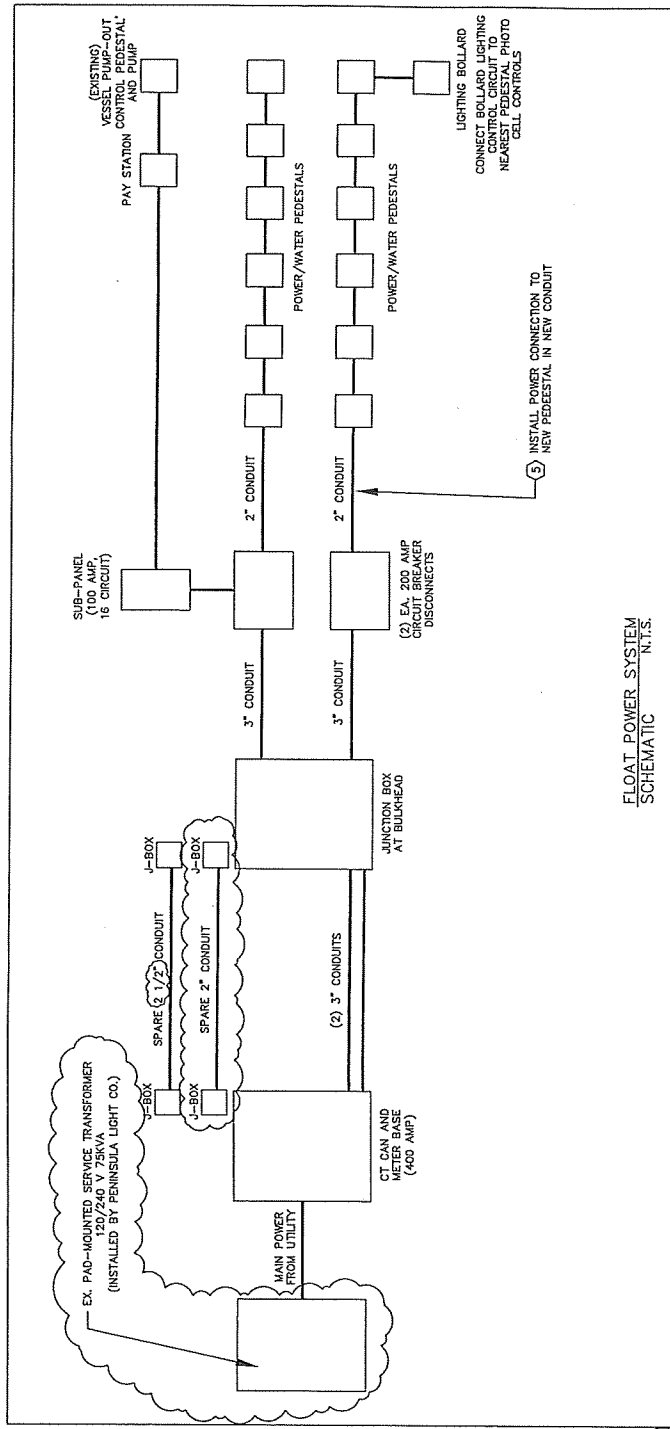
REVISIONS
9-30-15 BID SET

GENERAL CONSTRUCTION NOTES:

- RE-LANDSCAPE ANY DISTURBED AREAS TO EXISTING.
- BORE THROUGH EXISTING CONCRETE WALL AND BULKHEAD FOR POWER STATION AND RUN PVC CONDUIT AND CONDUCTORS TO PROVIDE POWER TO PAY STATION AND NEW DOCK PEDESTALS. SIZE CONDUCTORS PER N.E.C. AND FOR APPROPRIATE LINE LOSS. ALL EXISTING CONDUIT AND CONDUCTORS TO BE REMOVED AND REPLACED WITH NEW RIGID INSULATED UNDER EX. PIPES AND RAMPWAY.
- ADD NEW 400 AMP SERVICE FOR NEW DOCK.
- INSTALL 3" CONDUIT CONDUCTORS AND APPURTENANCES TO PROVIDE POWER SERVICE FOR PROJECT.
- INSTALL NEW POWER CONDUITS AND J-BOXES IN EXISTING 4" PVC SLEEVE STA. 300+00 TO 305+09.
- REMOVE AND SALVAGE EXISTING BOLLARD LIGHTS AND SALVAGE TO CITY. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING L & I ELECTRICAL PERMITS FOR THIS PROJECT.
- ALL WIRE CONNECTION IN J-BOXES SHALL BE DIRECT BURY, WATER-TIGHT STYLE.

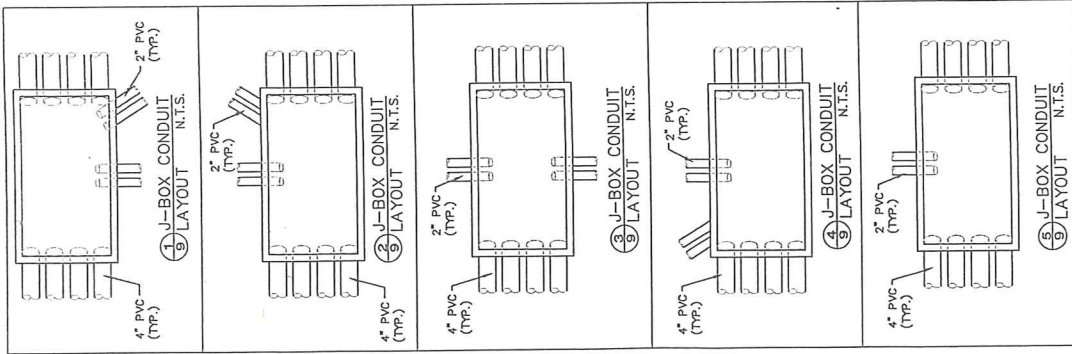
CONSTRUCTION NOTES:

- INSTALL LIGHTING BOLLARD.
- INSTALL PAY STATION ON PIER NEAR 200 AMP CIRCUIT BREAKER. DISCONNECT AND RUN PVC CONDUIT AND CONDUCTORS TO 100 AMP CIRCUIT ELECTRICAL SUB-PANEL.
- INSTALL PEDESTAL DUAL SERVICE.
- INSTALL PEDESTAL QUAD SERVICE.
- INSTALL WATER-CONNECTION TO NEW PEDESTAL IN EX. 4" PVC SLEEVE.
- INSTALL NEW CT CAN AND ELECTRICAL SERVICE BOLLARD BASE FRAMEWORK AND ELECTRICAL SERVICE BOLLARD BASE FRAMEWORK. CONTRACTOR SHALL COORDINATE WITH PENNSILVA LIGHT COMPANY TO OBTAIN CURRENT TRANSFORMER AND SPECIFICATIONS FOR METER BASE AND OTHER EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS ASSOCIATED WITH THIS WORK. CONTACT: MATTHEW FARRINGTON (253) 851-1540.
- INSTALL J-BOXES AT EITHER END FOR TERMINATION OF SPARE CONDUIT. J-BOXES SHALL BE MANUFACTURED BY CARSON INDUSTRIES AND BE CAPABLE OF WITHSTANDING THE VOLTAGE STRESS ON THE WIRE.
- CONNECT NEW 2" CLASS 200 CTS POLYETHYLENE WATER LINE (BLUE) TO RPBA NEAR TRANSFORMER. RUN NEW 2" WATER LINE TO BULKHEAD SIDE OF LOCATION. INTERCEPT EX. 2" HOPE WATER LINE ON LANDWARD SIDE OF WATER LINE. FITTINGS SHALL BE BRASS COMPRESSION-TYPE COPPER TUBE SIZE STANDARDS. LOCATE WIRE SHALL BE RUN WITH WATER LINE FOR ALL ON-SHORE UNDERGROUND INSTALLATION AND SHALL BE TERMINATED AT POINT OF CONNECTION AND AT TRUN. BOX.
- INSTALL 400 AMP CIRCUIT BREAKER DISCONNECTS IN A SINGLE STAINLESS STEEL OUTDOOR-RATED ENCLOSURE AND MOUNT TO PIER AND HORIZONTAL. EACH DISCONNECT WILL POWER HALF OF THE SUB-PANEL. ONE OF THE 200 AMP CIRCUIT-BREAKER IN 100 AMP CIRCUIT BREAKER DISCONNECTS. TRANSFER VESSEL SEWER PUMP-OUT POWER TO THE SUB-PANEL. FROM EACH CIRCUIT-BREAKER DISCONNECT RUN ONE (1) 3" SCH. 40 PVC CONDUIT TO FLOAT RAMP. SWITCH TO FLEXIBLE CONDUIT TO FLOAT RAMP SWITCH TO 2" SCH. 40 PVC AND RUN DOWN THE FLOAT THROUGH 4" PVC SLEEVES. AT EACH EX. J-BOX WHERE NEW POWER PEDESTAL IS SET, BRANCH OFF 2" CONDUIT AND RUN APPROPRIATELY-SIZED FLEXIBLE CONDUIT TO EACH NEW PEDESTAL. THE FLEXIBLE CONDUIT SYSTEM WILL BE ENCLOSED ELECTRICAL CONDUIT RACEWAY SYSTEM THROUGH 4" PVC SLEEVES AND IN THE EX. J-BOXES ON THE FLOAT. SEE APPENDIX PHOTOS FOR EXAMPLE.
- CONNECT 1/2" WATER LINE TO EX. GALVANIZED 2" WATER STAND PIPE ADJACENT TO VESSEL SEWER PUMP-OUT STATION AND RUN TO 4" FLOAT SLEEVE UNDER FLOAT RAMP. AT STANDPIPE CONNECT 2" GALVANIZED TEE TO STAND PIPE AND 2" LOCKABLE X TURN BALL VALVE. WATER LINE AND RUN TO 4" PVC SLEEVE LOCATED UNDER FLOAT RAMP. WATER LINE TO 1/2" CLASS 200 CTS POLYETHYLENE WATER LINE AND RUN THE LENGTH OF THE FLOAT TO LAST PEDESTAL LOCATION. BRANCH OFF OF THE 1/2" WATER LINE WITH APPROPRIATELY-SIZED WATER LINE TO EACH PEDESTAL. ALL WATER LINE MATERIALS SHALL BE IN ACCORDANCE WITH THE 2001 ASHRAE 90.1-2001 ENERGY EFFICIENCY DESIGN GUIDE.
- RUN NEW 1" SCH. 40 PVC CONDUIT FROM EX. VESSEL PUMP-OUT LOCATION AT STA. 305+08 TO EX. VESSEL PUMP-OUT CONDUIT PEDESTAL TO PUMP. RUN NEW PVC CONDUCTORS FROM PUMP TO 100 AMP CIRCUIT SUB-PANEL. RUN NEW CONDUCTORS FROM PUMP TO 100 AMP SUB-PANEL. PUMP VOLTAGE IS 120 VOLT WITH 30 AMP BREAKER.



FLOAT POWER SYSTEM SCHEMATIC N.I.S.

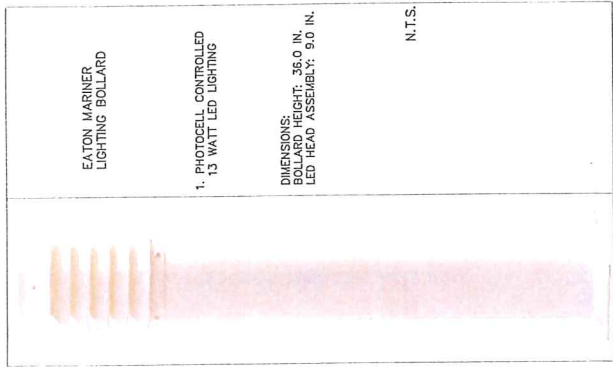
<p>REVISIONS</p> <p>9-30-15 BID SET</p> <p>10-27-15 ADDENDUM #2 W/REVISION CLOUDS</p>	<p>DESIGNED BY: ADL</p> <p>DRAWN BY: ADL</p> <p>CHECKED BY: EJA</p> <p>APPROVED BY: EJA</p> <p>SCALE: AS SHOWN</p> <p>OTHER: ---</p>	<p>REVISIONS</p> <p>9-30-15 BID SET</p> <p>10-27-15 ADDENDUM #2 W/REVISION CLOUDS</p>	<p>REVISIONS</p> <p>9-30-15 BID SET</p> <p>10-27-15 ADDENDUM #2 W/REVISION CLOUDS</p>
	<p>PUBLIC WORKS DEPARTMENT</p> <p>3510 Grandview Street Gig Harbor, WA 98335 (253) 851-6170 www.cityofgigharbor.net</p>	<p>BID SET</p> <p>GENERAL NOTES</p>	<p>JERISICH DOCK WATER AND POWER IMPROVEMENTS</p>



EATON LIGHTHOUSE - SS POWER PEDESTAL

- STANDARD FEATURES:
 1. LIMITED LIFETIME WARRANTY
 2. LOCKABLE WEATHERPROOF DOORS
 3. HOSE AND CABLE RECEPTACLE
 4. HOUSING POWDER-COATED WITH A POLYESTER RESIN
 5. COPPER BUS BAR WITH RATINGS FROM 250 TO 500 AMPERS
 6. 1/2" NPT GROUNDING BUSHING FOR MAINTENANCE AND INSTALLATION
 7. BACKUP UNIVERSAL FACEPLATE FOR RECEPTACLE PLUG-IN AT NIGHT
 8. NEMA 3R RATING PROTECTION FOR ALL RECEPTACLES
 9. 13 WATT PHOTOCELL CONTROLLED
 10. PHOTOCELL CONTROLLED 13 WATT 360° LIGHTING
 11. 20A/125V-60 RECEPTACLE*
 12. 20A/125V-60 HOSE BIBS WITH STAINLESS STEEL HOSE ENDS
 13. BLUE LIGHTING
 14. LED LIGHTING
 15. 30A RECEPTACLES TWO ON DUALS AND FOUR ON QUADS
 16. 100% CORROSION RESISTANT
 17. FAULT PROTECTED PER NATIONAL ELECTRICAL CODE (NEC) ARTICLE 555.3
- DIMENSIONS:
 HEIGHT: 40.0 IN.
 WIDTH: 9.565 IN.
 DEPTH: 9.875 IN.
- *20 AMP GR RECEPTACLES ARE NOT TO BE USED FOR SHORE POWER

6 PEDESTAL (TYP.) N.T.S.



EATON MARINER LIGHTING BOLLARD

1. PHOTOCELL CONTROLLED 13 WATT LED LIGHTING
- DIMENSIONS:
 BOLLARD HEIGHT: 36.0 IN.
 LED HEAD ASSEMBLY: 9.0 IN.

N.T.S.

7 LIGHTING BOLLARD

IPS GROUP FREEDOM PAY STATION, MS1 MULTI-SPACE PAY STATION, OR APPROVED EQUAL

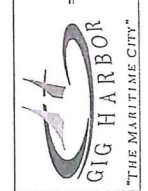
TECHNICAL SPECIFICATIONS:
 WEIGHT: 175 LBS.
 DIMENSIONS: 12.5"X12"X60", COMPLIANT WITH ALL RELEVANT STANDARDS FOR DISABLED ACCESS.
 POWER: AC (20V/20A)
 TEMPERATURE RANGE: -40F TO 185F (OPTIONAL HEATER AC UNITS ONLY).
 PAYMENT ACCEPTED: CREDIT & DEBIT CARDS, SMART CARDS, COINS, TOKENS, PAY-BY-CELL, AND OPTIONAL BILL NOTES.
 CABINET HOUSING: UN-BODY CONSTRUCTION, HIGH GRADE CORROSION-RESISTANT STAINLESS STEEL TREATED AND COVERED WITH A DURABLE POWDER COATING THAT IS WEATHER AND GRAFFITI RESISTANT.
 LOCKS: CABINET IS PROTECTED BY A 6 POINT SECURE LOCKING SYSTEM. THE OUTER VAULT DOOR LOCKS ARE PROTECTED BY ANTI-DRILL SPRING DISKS. UPPER AND LOWER DOOR LOCKS REQUIRE 2 KEYS TO OPEN. THE VAULT DOOR LOCKS REQUIRE 2 KEYS TO OPEN. LOCKING SYSTEM WITH A T-BAR. ELECTRONIC LOCKS AVAILABLE UPON REQUEST.
 DISPLAY: LARGE MONOCHROMATIC DISPLAY SCREEN IS 200/240 PIXELS. DISPLAY IS PROTECTED BY AN ANTI-REFLECTIVE GRAPHICS ROTATING ON TWO SCREENS. DISPLAY IS PROTECTED BY ANTI-GLARE COATED ARMORED GLASS (STANDARD FEATURE).
 PRINTER: HIGH RESOLUTION GRAPHIC THERMAL PRINTER ALLOWS GRAPHICALLY IDENTIFIABLE COUPONS AND BARCODES WHICH ARE PROGRAMMABLE FROM THE DMS.
 DATA MANAGEMENT SYSTEM:
 -ALL PRODUCTS SHALL COMMUNICATE TO A SYNONYMOUS OPEN INTERFACE FOR EASY AND SEAMLESS INTEGRATION WITH THIRD PARTY SYSTEMS SUCH AS PAY-BY-CELL, PARKING GUIDANCE, PERMITTING SYSTEMS, AND ENFORCEMENT SOLUTIONS.
 -LOCAL SOFTWARE OR NEW HARDWARE INSTALLATION.
 -COMPREHENSIVE SET OF FINANCIAL AND TECHNICAL REPORTS, AND ADMINISTRATIVE MANAGEMENT TOOLS.
 -DATA ANALYTICS TOOLS TO PROVIDE A VISUAL ANALYSIS OF TRENDS AND PATTERNS OF DATA TO ANALYZE FOR PATTERNS AND TRENDS.
 -REFUND PROCESSING AVAILABLE VIA DMS BACK OFFICE.
 LEVEL 1 PCI AND PA-DSS CERTIFIED.

WARRANTY: FOUR YEAR WARRANTY SHALL BE PROVIDED.
 MAINTENANCE: A MANUAL SHALL BE PROVIDED TO THE CITY.
 NOTE: KIOSK IS NOT INTENDED TO METER WATER AND/OR POWER USE.
 CONTACT: MIKE CHODD (858) 226-0867

8 PAY STATION N.T.S.

DESIGNED BY:	ADL
DRAWN BY:	ADL
CHECKED BY:	EJA
APPROVED BY:	EJA
SCALE:	AS SHOWN
OTHER:	

PUBLIC WORKS DEPARTMENT
 3510 Grandview Street
 Gig Harbor, WA 98153
 www.cityofgigharbor.net



9-30-15 BID SET	REVISIONS
10-27-15 ADDENDUM #2 W/REVISION CLOUDS	

DESIGNED BY:	ADL
DRAWN BY:	ADL
CHECKED BY:	EJA
APPROVED BY:	EJA
SCALE:	AS SHOWN
OTHER:	

JERISICH DOCK WATER AND POWER IMPROVEMENTS

JOB NO. CMP 1412
 DRAWING NO. DT-01
 SHEET 9 OF 9

WARRANTY: FOUR YEAR WARRANTY SHALL BE PROVIDED.
 MAINTENANCE: A MANUAL SHALL BE PROVIDED TO THE CITY.
 NOTE: KIOSK IS NOT INTENDED TO METER WATER AND/OR POWER USE.
 CONTACT: MIKE CHODD (858) 226-0867

April 9, 2015

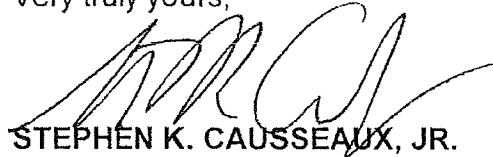
City of Gig Harbor
Attn: Emily Appleton
3510 Grandview Street
Gig Harbor, WA 98335

**RE: Jerisich Dock Water & Power Improvements
SDP-15-0001, SPA-15-0002 & DRB-15-0007**

Dear Applicant:

Transmitted herewith is the Report and Decision of the City of Gig Harbor Hearing Examiner regarding your request for the above-entitled matter.

Very truly yours,



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

1X

OFFICE OF THE HEARING EXAMINER

CITY OF GIG HARBOR

REPORT AND DECISION

CASE NO.: Jerisich Dock Water & Power Improvements
SDP-15-0001, SPA-15-0002 & DRB-15-0007

**OWNERS/
APPLICANT:** City of Gig Harbor
Attn: Emily Appleton
3510 Grandview Street
Gig Harbor, WA 98335

PLANNER: Peter Katich, Senior Planner

SUMMARY OF REQUEST:

Installation of water and power supply pedestals for use by vessels moored at the Jerisich Park dock and an automatic payment kiosk. Project also includes replacement of existing, solid wooden decking on the gangway that provides access from the pier to the float with new, grated decking. The site is located at 3207 Harborview Drive.

SUMMARY OF DECISION: Request granted, subject to conditions.

DATE OF DECISION: April 9, 2014

PUBLIC HEARING:

After reviewing the Planning Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on April 2, 2015, at 1:35 p.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

EXHIBIT "1" - Community Development Department Staff Report with Attachments

2X

PETER KATICH appeared, presented the Community Development Department Staff Report, and testified that the City has provided visitor moorage at the site for the past 20 years and has obtained many permits during that time. The most recent is a September 25, 2013, permit approving an extension of the float. The present permit will allow extension of additional power and water onto the dock. Existing PVC piping is already installed along the length of the moorage float system, and the proposal will utilize said piping. The City proposes 12 power/water pedestals on the float system and a pay station at the top of the ramp on the pier. The City has provided Habitat Management Plans for previous projects that have generated the conditions proposed within the addendum. The project will cause no loss of ecological functions. The site is within the Waterfront Commercial zone classification, and the project is consistent with all policies and criteria of the Comprehensive Plan, the Municipal Code, and the WAC as shown on Pages 3 and 4 of the Staff Report. The project is exempt from SEPA review. The City provided proper notice and posted the site. He received one comment from DOE that contained standard language noting two, former, contaminated sites located nearby as well as the Asarco smelter. DOE recommends testing, but very little disturbance of the soil will occur as a result of the project. The project is consistent with the Waterfront Commercial District and the site plan is consistent with the Shoreline Master Program. Engineering has provided no comments, but the City must acquire a building permit.

JEFF LANGHELM, City Public Works Director, appeared and testified that the Mayor and City Council desire this project and have budgeted funds for its construction. He fully supports the findings of fact and conclusions in the Staff Report. The City has a time limit for visiting vessels of 48 hours. Boaters will now always have power and water available. They will pay with a credit card at a pedestal pay station, the same as for parking in the City of Tacoma. They place their stickers on their boat. They are working with the State and City Council regarding the amount they can charge for the use.

No one spoke further in this matter and the Hearing Examiner took the matter under advisement. The hearing was concluded at 1:50 p.m.

NOTE: A complete record of this hearing is available in the office of the City of Gig Harbor Planning Department.

FINDINGS, CONCLUSIONS, AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, and taken this matter under advisement.
2. Pursuant to Section 197-11-800(3) of the Washington Administrative Code (WAC) and Gig Harbor Municipal Code Chapter 18.04, the proposed action is categorically exempt from the SEPA threshold determination process.

3X

3. The legal notice of the proposed action and scheduled hearing was published in the Peninsula Gateway on March 18, 2015. Notice was mailed to all property owners within 300 feet of the subject site on March 19, 2015, and posted on the subject site on March 17, 2015. The City received no written comments in response to the public notice. The Declaration of Mailing and Posting for the public hearing are attached to the staff report as Exhibit "D." A Notice of Application (NOA) was published in the Peninsula Gateway on January 28, 2015, and mailed to owners of property within 300 feet of the site. The Department of Ecology provided a letter to the city dated March 5, 2015, in response to the NOA that is attached to the Staff Report as Exhibit "E."
4. The City of Gig Harbor (applicant) owns and operates the Jerisich Park Dock that provides moorage for visiting boats. The applicant desires to provide water and power for boats moored to the float system and proposes to install 12 separate pedestals that would provide such service. The applicant would also provide an unmanned, pay station pedestal for credit card use at the top of the ramp providing access to the float system.
5. The upland portion of Jerisich Park is improved with a public restroom, underground sanitary sewer pump station, and passive recreation area. Skansie Brothers Park abuts Jerisich Park to the south and is improved with an historic, overwater, net shed; the former Skansie residence; a covered, outdoor pavilion; and a passive recreation area. The two parks function together as one, publically owned, passive, open space area.
6. The applicant requests a shoreline substantial development permit to allow extension of water and power lines from existing locations near the southern border of the Skansie Brothers Park to the float system. The lines would extend initially along Harborview Drive and then across the site to the pier. The lines would then extend waterward beneath the pier platform, ramp, and dock within existing PVC conduits. The said lines will connect to 12 utility pedestals on the float system. Installation will require excavating narrow trenches in the uplands between the existing water and power hookups and the pier platform, and the laying of new power and water lines within said excavated area. A mini-trenching machine and hand tools will be used during the excavation. Work waterward of the ordinary high water mark will occur from either a barge platform or on the dock surface itself. The pedestals will be secured to the dock surface using power and hand tools as will the payment kiosk at the top of the ramp. The project includes replacing the solid surface decking of the ramp with composite grated decking to minimize intertidal shading.
7. The site is located within the Waterfront designation of the City of Gig Harbor Comprehensive Plan that is intended to provide locations for a variety of mixed uses along the waterfront that are allowed pursuant to the City of Gig Harbor Shoreline

4X

Master Program (SMP) and more particularly defined in the Gig Harbor Municipal Code (GHMC). The Comprehensive Plan and the applicable Waterfront Commercial (WC) zone encourage marinas and mixed use waterfront development to include boating and tourist uses. The WC zone classification also contemplates a wide range of uses and activities on Gig Harbor Bay and within the downtown business district. Development in the WC zone contemplates water oriented and appropriate scale uses. The applicant's proposal provides power and water infrastructure improvements to an existing, public visitor, moorage facility that will encourage recreational boaters to use the float. Such is consistent with both the Comprehensive Plan and WC zone classification.

8. The request is likewise consistent with applicable goals and policies of the SMP that give preference for recreational development along the shoreline. The proposed improvements will provide enhanced power and water service to recreational boaters that will in turn provide new customers for the waterfront commercial areas. The project also complies with all substantial development criteria set forth in WAC 173-27-150 based upon the findings in the Habitat Management Plans provided for the present project and past dock projects.
9. The limited excavations necessary to install new power and water lines adjacent to or within the Harborview Drive right-of-way and trenching to the overwater pier and float structures creates no permanent impacts. The installation of said utility lines within existing conduits means no additional disturbance to the waterfront. The project requires minor site plan review pursuant to GHMC 17.96.030A. The project satisfies the two criteria therefor as the utility upgrades are compatible with surrounding uses in the area and the site plan shows consistency with all relevant code regulations and ordinances. The site plan is therefore consistent with the requirements of GHMC 17.96.035(A)(B).

CONCLUSIONS:

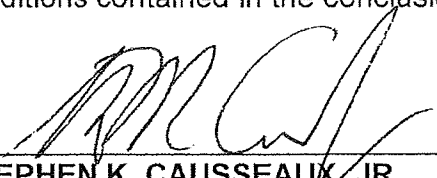
1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The applicant has shown that the request to install 12, water and power supply pedestals, an automatic payment kiosk and additional power and water lines on and beneath the Jerisich Park Dock and float system satisfies all criteria set forth in the Gig Harbor Municipal Code and Shoreline Master Program and therefore should be approved subject to the following conditions:
 1. The applicant shall implement all Best Management Practices set forth for the project in the Habitat Assessment/Habitat Management Plan Addendum dated January 7, 2015 (see Exhibit "C").

2. The applicant shall receive all required permit authorizations from the Washington Department of Fish and Wildlife and the U.S. Army Corps of Engineers prior to proceeding with development of the project.
3. The applicant shall obtain building and plumbing permits as necessary from the city prior to commencing construction of the project.

DECISION:

The request for a shoreline substantial development permit, site plan approval, and design review approval to allow installation of water and power supply pedestals and supply lines and a payment kiosk on the Jerisich Park Dock located at 3207 Harborview Drive, Gig Harbor, is hereby granted subject to the conditions contained in the conclusions above.

ORDERED this 9th day of April, 2015.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 9th day of April, 2015, to the following:

**OWNERS/
APPLICANT:** City of Gig Harbor
Attn: Emily Appleton
3510 Grandview Street
Gig Harbor, WA 98335

OTHERS:

CITY OF GIG HARBOR

6X

Duration of Permit Approval: The shoreline substantial development permit addressed by this decision shall expire two (2) years from the effective date of the decision, unless construction activities commence or, if no construction is proposed, the use or activity is commenced. If substantial progress is made within two years, the permit shall remain valid for five (5) years. If construction is not completed within 5 years, the administrator may grant an extension of time up to but not exceeding one (1) year for substantial progress and for completion of the project pursuant to section 4.08 E of the Gig Harbor Shoreline Master Program and WAC 173-27-090. The remaining land use permits addressed by this decision, shall expire three (3) years from the date of the decision, unless a complete application for subsequent building permit or civil permit has been submitted and remained active, pursuant to GHMC 19.02.008. Upon written request by the property owner, prior to the date of land use permit expiration, the director may grant an extension of time up to but not exceeding one (1) year pursuant to GHMC 19.02.008(F). See GHMC 19.02.008 for complete regulations on the duration of permit approvals and expiration of permits.

Availability of Complete Project Permit File for Review:

The complete project permit file, including findings, conclusions and conditions of approval, if any, is available for review at the city of Gig Harbor Planning Department, 3510 Grandview Street, Gig Harbor, WA 98335. Please contact Peter Katich, Senior Planner, at 253-851-6170 should you desire to review the file.

Concerning Further Review

There is no administrative appeal of the hearing examiner's decision. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (Chapter 36.70c RCW) (see Ord. 1073, Ch. 36.70C RCW and RCW 90.58.180). Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: May 04, 2015
Project End Date: December 31, 2016

Permit Number: 2015-6-291+01
FPA/Public Notice Number: N/A
Application ID: 4010

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
City of Gig Harbor ATTENTION: Emily Appleton 3510 Grandview St Gig Harbor, WA 98335-1214	

Project Name: Jerisich Dock Water and Power

Project Description: The City of Gig Harbor proposed to install water and power supply pedestals for use by moored vessels on Jerisich Dock. In addition, an automatic payment kiosk for water and power services will be installed on the existing pier platform (or within the park near the pier if a foundation is necessary), and the existing solid surface decking on the gangway from the pier to the floating dock will be replaced with the new grated decking.

PROVISIONS

TIMING WINDOW(S):

1. Work below the ordinary high water line (OHWL) shall not occur from March 15 through June 14 of any year for the protection of migrating juvenile salmonids.

NOTIFICATION REQUIREMENTS:

2. The Area Habitat Biologist (AHB: Matt Curtis; email: matthew.curtis@dfw.wa.gov or fax: 360-902-2496) shall receive written notification from the person to whom this HPA is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction. Applicant shall contact the AHB at the conclusion of project. All notifications shall include the permittee's name, project location, starting date for work, and the control number for this HPA.

3. Officer Summit shall receive written notification (e-mail: jeffrey.summit@dfw.wa.gov or FAX: 360-876-1894) from the person to whom this HPA is issued (permittee) or the agent/contractor no less than three working days prior to start of work, and again within seven days of completion of work to arrange for a compliance inspection. The notification shall include the permittee's name, project location, starting date for work or completion date of work, and the control number for this HPA.

4. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), work shall stop immediately except for efforts to control the spill and prevent additional toxic substances from entering the water. Immediate notification shall be made to the Washington Military Department's Emergency Management Division at 1-800-258-5990, and to the Area Habitat Biologist listed above.

5. The permittee, agent or contractor shall contact WDFW by e-mail: HPAapplications@dfw.wa.gov; mail: PO Box 43234, Olympia, Washington 98501; or fax: 360-902-2946 within seven days of work completion. The notification shall include the permittee's name, project location, completion date for the work, and the HPA control number. WDFW may conduct a compliance inspection; however, WDFW will notify the permittee or agent prior to the inspection.

APPROVED PLANS:

6. Except as modified by this HPA, work shall be accomplished per plans and specifications approved by WDFW



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FPA/Public Notice Number: N/A
Application ID: 4010

entitled "Jerisich Dock Water and Power" and received by WDFW April 27, 2015. A copy of these plans shall be available on site during construction.

7. This HPA authorizes the following activities:

- a.) Installation of water and power supply pedestals and an automatic payment kiosk on the existing pier platform (if necessary).
- b.) Replacement of the existing solid surface decking on the gangway ramp from the pier to the floating dock with grated decking.

CONSTRUCTION:

8. All manmade debris on the beach shall be removed and disposed of upland such that it does not enter waters of the state.
9. The existing ramp decking shall not be re-located within waters of the state. It shall be removed and disposed of upland such that it does not re-enter such waters.
10. This approval is for repair/replacement of the existing structure only and shall not result in expansion of the structure.
11. The ramp structure shall not exceed 62 feet in total length.
12. The 5 foot by 62 foot ramp shall be constructed of grated material that passes a minimum of 60 percent sunlight, approved by WDFW. The grated area shall not be used for storage purposes.
13. Water and power pedestals shall not be installed on or in grated areas of the pier, ramp, and float structure.
14. Fresh concrete or concrete by-products shall be prevented from entering waters of the state. All forms for any concrete shall be completely sealed to prevent leaching of wet concrete. Impervious materials shall be placed over any exposed concrete not lined with forms that will come in contact with state water. Form and impervious materials shall remain in place until concrete is cured.

HABITAT FEATURES:

15. All natural habitat features on the beach larger than 12 inches in diameter, including trees, stumps, logs, and large rocks, shall be retained on the beach following construction. These habitat features may be moved during construction if necessary.
16. Beach area depressions created during project activities shall be reshaped to preproject beach level upon project completion.
17. Eelgrass and kelp shall not be adversely impacted due to any project activities (e.g., barge shall not ground, equipment shall not operate, and other project activities shall not occur in eelgrass and kelp).
18. Intertidal wetland vascular plants shall not be adversely impacted due to project activities (e.g., barge shall not ground, equipment shall not operate, and other activities shall not occur in intertidal wetland vascular plants). If such vegetation is adversely impacted, it shall be replaced using proven methodology.
19. Project activities shall be conducted to minimize siltation of the beach area and bed.

WATER QUALITY:

20. All debris or deleterious material resulting from construction shall be removed from the beach area and bed and prevented from entering waters of the state.
21. No petroleum products or other deleterious materials shall enter surface waters. An emergency spill containment kit must be located on site along with a pollution prevention plan detailing planned fueling, materials storage, and equipment storage. Waste storage areas must be prepared to address prevention and cleanup of accidental spills.
22. All equipment used on this site, including excavator, barge deck, and hand tools, shall be thoroughly cleaned before arriving at the site. Equipment shall also be clean after leaving the site and before moving to a new construction

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Fish & Wildlife
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Olympia, WA 98504-3234
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FPA/Public Notice Number: N/A
Application ID: 4010

site. All water and chemicals used to clean equipment should be properly disposed of to prevent the spread of invasive species.

23. Project activities shall not degrade water quality to the detriment of fish life.

LOCATION #1:		Site Name: Jerisich Dock 3202 Harborview Dr, Gig Harbor, WA 98335-2125				
WORK START:		May 4, 2015		WORK END:		December 31, 2016
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
15 - Kitsap		Wria 15 Marine				
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	08	21 N	02 E	47.331430	-122.581131	Pierce
<u>Location #1 Driving Directions</u>						
From Bremerton: SR16, Exit Wollochet/City Center, turn left, continue until you hit Harborview Drive (3-way stop), then turn left, destination is on the right. From Tacoma: SR16, Exist Wollochet/City Center, turn right, continue until you hit Harborview Drive (3-way stop), then turn left, destination is on the right.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.



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FPA/Public Notice Number: N/A
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All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. Minor modifications do not require you to pay additional application fees or be issued a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you do not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the control number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. Do not include payment with your request. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you paid an application fee for your original HPA you must pay an additional \$150 for the major modification. If you did not pay an application fee for the original HPA, no fee is required for a change to it. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you do not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the control number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, payment of the application the original application was subject to an application fee, and the requestor's signature. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: May 04, 2015
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Permit Number: 2015-6-291+01
FPA/Public Notice Number: N/A
Application ID: 4010

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. **INFORMAL APPEALS:** WAC 220-110-340 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. **FORMAL APPEALS:** WAC 220-110-350 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. **FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS:** If there is no timely request for an appeal, the WDFW action shall be final and unappealable.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
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FPA/Public Notice Number: N/A
Application ID: 4010

Habitat Biologist matthew.curtis@dfw.wa.gov
Matthew Curtis 360-902-2578

A handwritten signature in blue ink, appearing to be "M. Curtis", written over a horizontal line.

for Director
WDFW



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

AUG 18 2015

Regulatory Branch

Mr. Jeff Langhelm
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335-1214

Reference: NWS-2015-483
City of Gig Harbor
(Jerisich Dock Water and
Power)

Dear Mr. Langhelm:

We have reviewed your application to install utility pedestals and cables on Jerisich Dock in Gig Harbor at Gig Harbor, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 12, *Utility Line Activities* and NWP 3, *Maintenance* (Federal Register February 21, 2012, Vol. 77, No. 34), authorizes your proposal as depicted on the enclosed drawings dated July 28, 2015.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 3* and *NWP 12, Terms and Conditions*.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general conditions.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification and the Coastal Zone Management Act requirements for this NWP. No further coordination with Ecology is required.

Gig Harbor is a water of the U.S. If you believe this is inaccurate, you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 18, 2017, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed

-2-

by that date and you have commenced or are under contract to commence this activity before March 18, 2017, you will have until March 18, 2018, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit* form. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey form. This form and information about our program is available on our website at www.nws.usace.army.mil select "Regulatory Branch, Permit Information" and then "Contact Us." A copy of this letter with enclosures will be furnished to Ms. Emily Appleton, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington 98335. If you have any questions, please contact me at thomas.d.bloxtone@usace.army.mil or (206) 764-3443.

Sincerely,



Thomas D. Bloxtone, Jr., Project Manager
Regulatory Branch

Enclosures

JERISICH DOCK WATER & POWER PROJECT

PROJECT No. CPP-1412

**SITE AREA EXCLUDING PIER,
CANALWAY & FLOORS**
42,050 SF

EXISTING STRUCTURES ON SITE:
PIER - 3,771 SF
FLOOR - 5,000 SF
PUBLIC RESTROOM - 600 SF

**PROPOSED CHANGES TO
EXISTING STRUCTURES:**
PIER - NONE
FLOOR - NONE
PUBLIC RESTROOM - NONE

SITE ADDRESS/PARCEL NO.:
3207 HARBORVIEW DRIVE
GIG HARBOR, WA 98335
PARCEL NO. 0241042252

OWNER/APPLICANT:
CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170

CIVIL ENGINEERING:
GIG HARBOR PUBLIC WORKS
ENR APPLETON, P.E.
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170

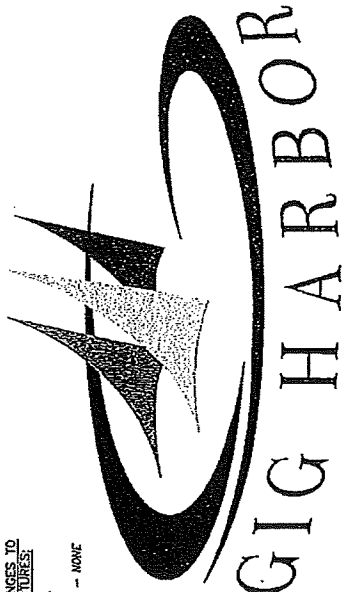
UTILITIES:

WATER:
CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170

POWER:
PENNSCOA LIGHT COMPANY,
GIG HARBOR, WA 98335
(253) 857-3950

SURVEY DATA:
SURVEY DATUM:
PIERCE COUNTY, VERTICAL NETWORK
(NAD83)

LEGAL DESCRIPTION:
SECTION 04, TOWNSHIP 21, RANGE, QUARTER 2, PARCEL 4,
SOUTH 88 DEGREES, 18 MINUTES, 20 SECONDS EAST, ALONG
NORTHERLY 1/2 SECTION 1797.63 FEET TO INTERSECTION
OF 1/2 SECTION 1797.63 FEET TO INTERSECTION
SOUTH 88 DEGREES, 18 MINUTES, 20 SECONDS EAST, 35.31
FEET.



“THE MARITIME CITY”

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170, FAX (253) 853-7597
www.cityofgigharbor.net

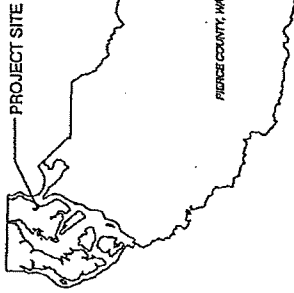
MAYOR
JILL GUERNSEY

COUNCIL MEMBERS
CASEY ARBENZ
STEVEN EKBERG
PAUL KADZIK
RAHNA LOVROVICH
KEN MALICH
TIM PAYNE

CITY ADMINISTRATOR
RONALD WILLIAMS

PUBLIC WORKS DIRECTOR
JEFF LANGHELM, P.E.

VICINITY MAP
SCALE 1/8" = 1"



SHEET INDEX

- SHEET 1 - 0-61 COVER SHEET
- SHEET 2 - 0-62 ABBREVIATIONS AND SYMBOLS
- SHEET 3 - 0-63 LOCATION MAPS
- SHEET 4 - 0-64 SITE PLAN
- SHEET 5 - 0-65 PROPOSED IMPROVEMENTS SITE PLAN
- SHEET 6 - 0-66 UP-AND CROSS-SECTION
- SHEET 7 - 0-67 JERISICH DOCK CROSS-SECTION
- SHEET 8 - 0-68 GENERAL NOTES
- SHEET 9 - 0-69 DETAILS

PROPOSED PROJECT: Install water and power supply
facilities on Jerisich Dock

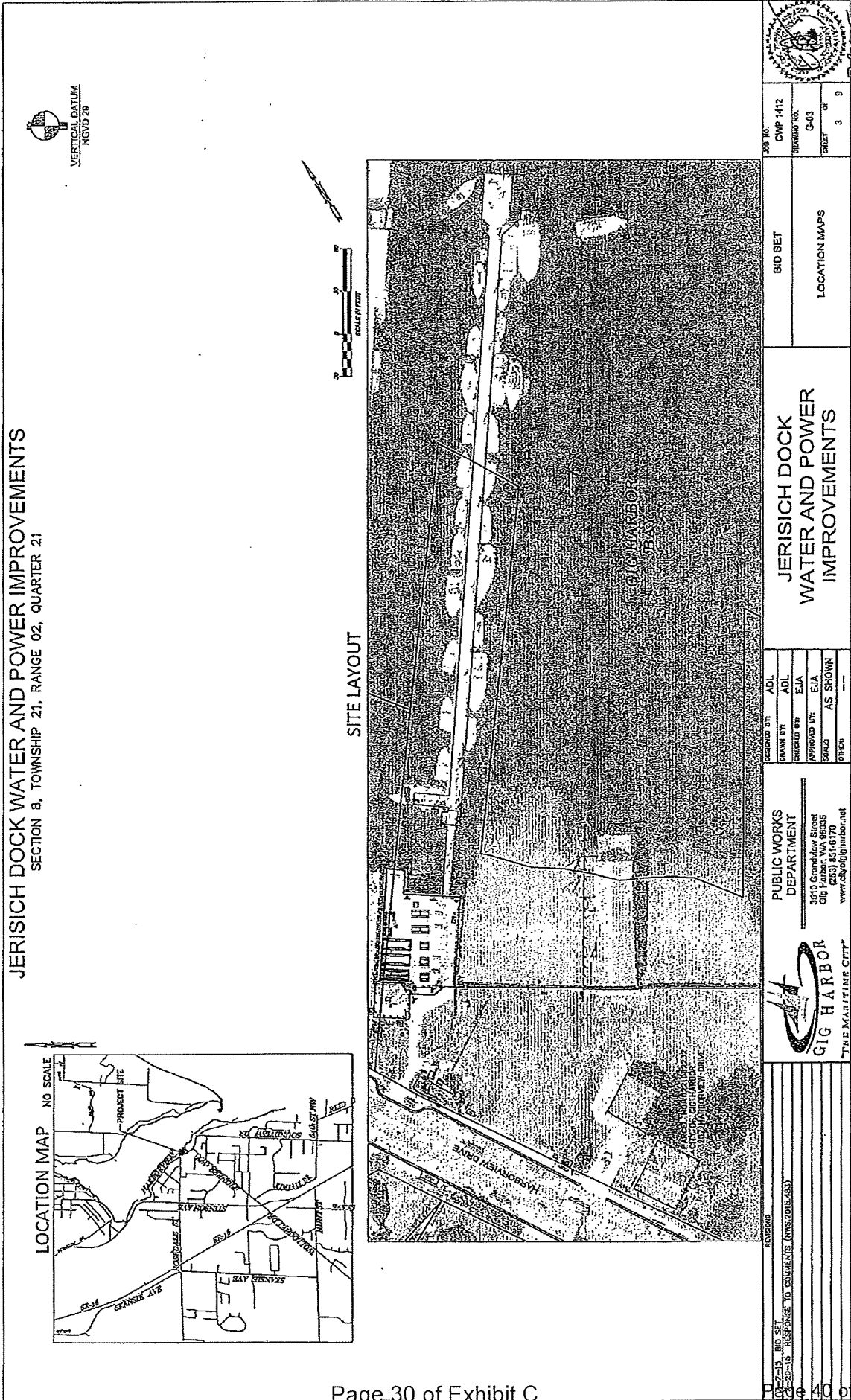
REFERENCE: NWS-2015-483
LOCATION: 3207 Harborview Drive
Gig Harbor, WA 98335

APPLICANT: City of Gig Harbor
Harborview Drive/3207 St
Gig Harbor, WA 98335

ADJACENT PROPERTY OWNERS: Shaw, Richard H.
Harbor, Marina, LLC

DATE: July 28, 2015 3rd Submit

CITY: Gig Harbor
COUNTY: Pierce
STATE: WA



JERISICH DOCK WATER AND POWER IMPROVEMENTS
SECTION 8, TOWNSHIP 21, RANGE 02, QUARTER 21



ART NO. CMP 1412
DRAWING NO. G-03
SHEET 3 OF 9

BID SET
LOCATION MAPS

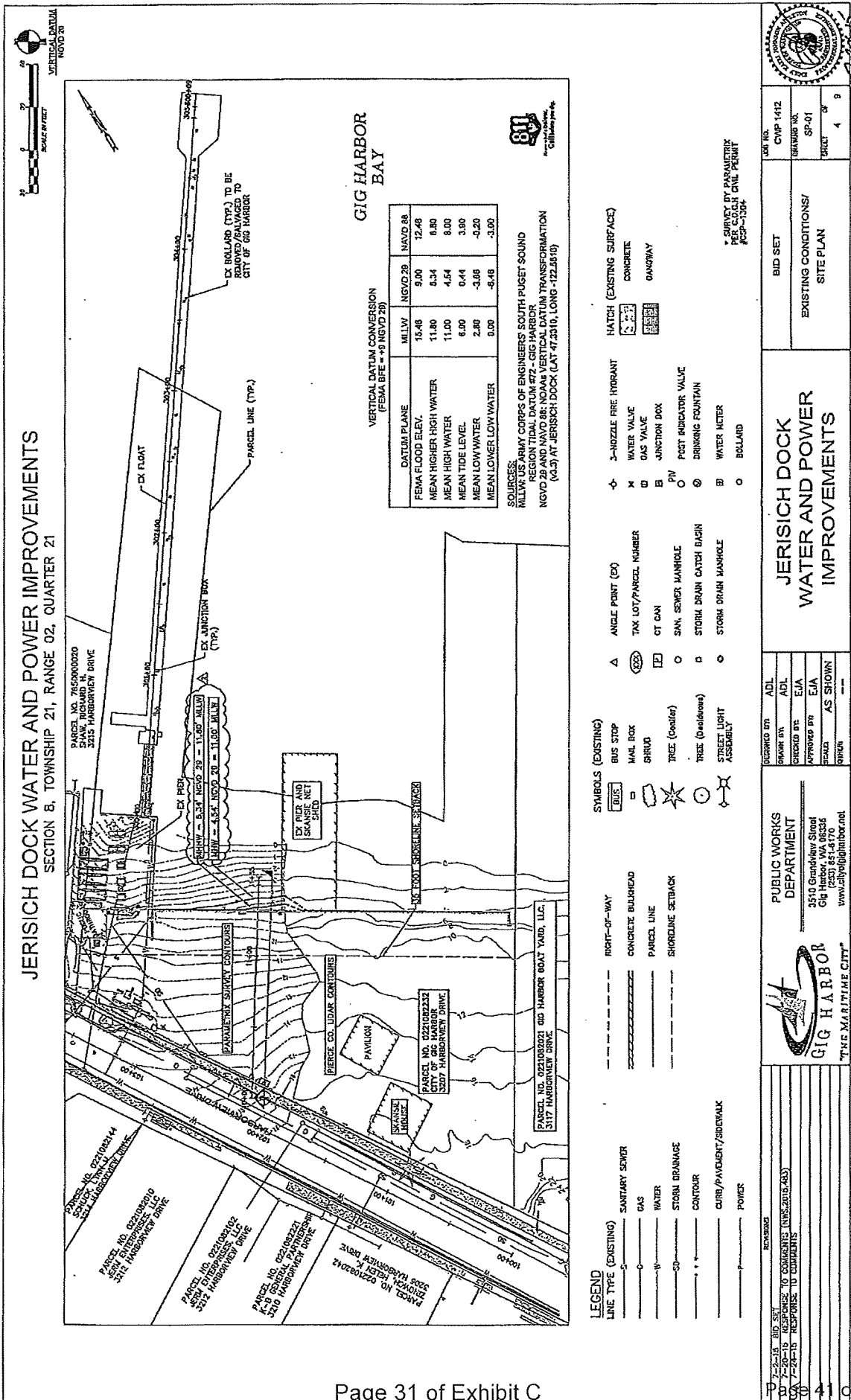
JERISICH DOCK WATER AND POWER IMPROVEMENTS

DESIGNED BY	ADL
DRAWN BY	ADL
CHECKED BY	EJA
APPROVED BY	EJA
SCALE	AS SHOWN
DATE	

PUBLIC WORKS DEPARTMENT
3010 Grandview Street
Gig Harbor, WA 98335
www.ci.gigharbor.wa.us



REVISIONS	
DATE	
BY	
DESCRIPTION	



JERISCH DOCK WATER AND POWER IMPROVEMENTS
SECTION 8, TOWNSHIP 21, RANGE 02, QUARTER 21

GIG HARBOR BAY

VERTICAL DATUM CONVERSION
(FEMA BFE = +3 NAVD 28)

DATUM PLANE	MLLW	NSVD 28	NAVD 88
FEMA FLOOD ELEV	15.48	9.00	12.48
MEAN HIGHER HIGH WATER	11.80	3.34	6.80
MEAN HIGH WATER	11.00	4.54	8.00
MEAN TIDE LEVEL	6.00	0.44	3.80
MEAN LOWER LOW WATER	2.80	-3.86	-0.20
MEAN LOWER LOW WATER	0.00	-6.48	-3.00

SOURCES:
MILLW: US ARMY CORPS OF ENGINEERS SOUTH PUGET SOUND REGION TIDAL DATUM #72 - GIG HARBOR
NSVD 28 AND NAVD 88: NOAA'S VERTICAL DATUM TRANSFORMATION (VDT) AT JERISCH DOCK (LAT: 47.3510, LONG: -122.619)

- LEGEND**
- LINE TYPE (EXISTING)
 - SANITARY SEWER
 - GAS
 - WATER
 - STORM DRAINAGE
 - CONTOUR
 - CURB/PAVEMENT/SIDEWALK
 - POWER
 - RIGHT-OF-WAY
 - CONCRETE BULLHEAD
 - PARCEL LINE
 - SHORELINE SETBACK
 - SYMBOLS (EXISTING)
 - BUS STOP
 - MAIL BOX
 - SHRUB
 - TREE (smaller)
 - TREE (mature)
 - STREET LIGHT ASSEMBLY
 - ANGLE POINT (EX)
 - TAX LOT/PARCEL NUMBER
 - OT CAN
 - SAN. SEWER MANHOLE
 - STORM DRAIN CATCH BASIN
 - STORM DRAIN MANHOLE
 - 3-HOZZLE FIRE HYDRANT
 - WATER VALVE
 - GAS VALVE
 - JUNCTION BOX
 - POST INDICATOR VALVE
 - DRINKING FOUNTAIN
 - WATER METER
 - BOLLARD
 - HATCH (EXISTING SURFACE)
 - CONCRETE
 - GRASSWAY



DATE: 7-2-15
BY: [Signature]
PROJECT: JERISCH DOCK WATER AND POWER IMPROVEMENTS

JERISCH DOCK WATER AND POWER IMPROVEMENTS

RECORDED BY:	ADL
DRAWN BY:	ADL
CHECKED BY:	EJA
APPROVED BY:	EJA
SCALE:	AS SHOWN
DATE:	---

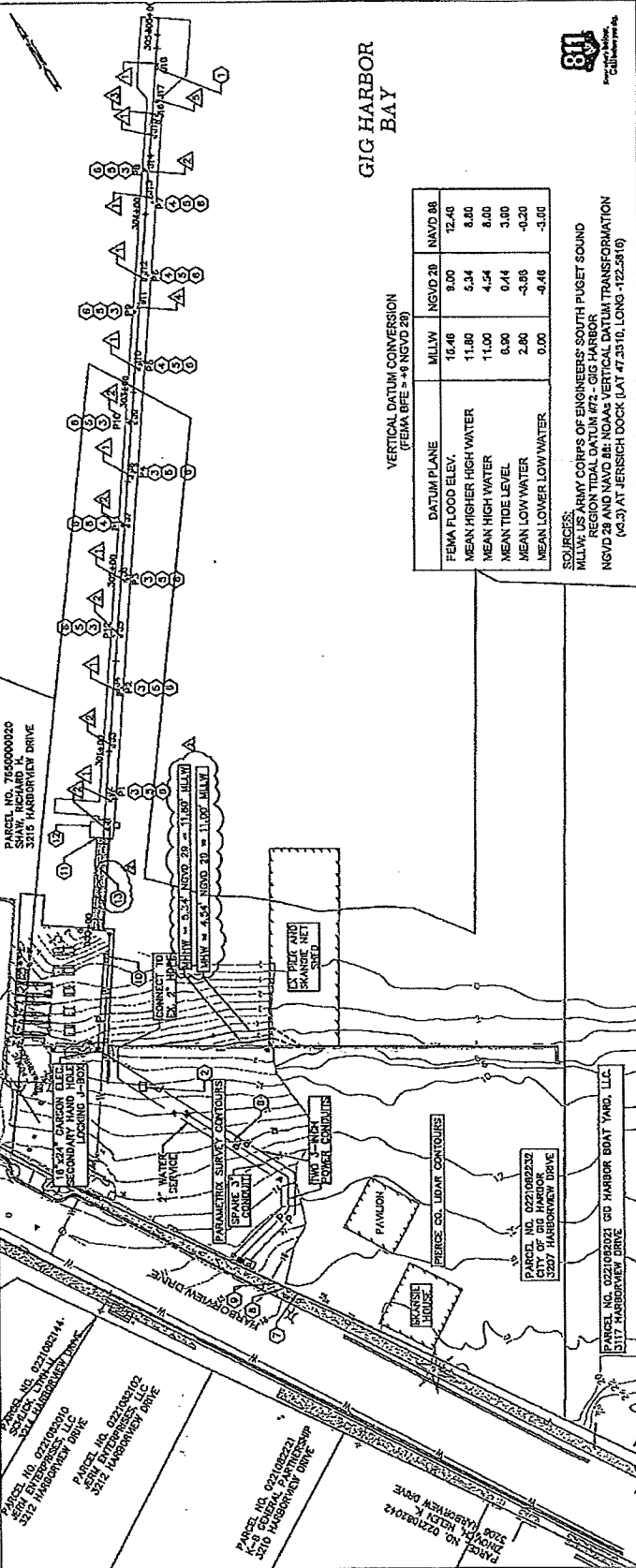
PUBLIC WORKS DEPARTMENT
3510 Grandview Street
Gig Harbor, WA 98236
(253) 851-4170
www.cityofgigharbor.net



REVISIONS

NO.	DATE	DESCRIPTION
1	7-2-15	ADD SET
2	7-20-15	RESPONSE TO COMMENTS (REVISED)
3	7-29-15	RESPONSE TO COMMENTS

JERISICH DOCK WATER AND POWER IMPROVEMENTS
SECTION 8, TOWNSHIP 21, RANGE 02, QUARTER 21



GIG HARBOR BAY

VERTICAL DATUM CONVERSION
(FEMA BFE → 8 NGVD 28)

DATUM PLANE	MILLW	NGVD 28	NAVD 88
FEMA FLOOD ELEV.	10.46	9.00	72.40
MEAN HIGHER HIGH WATER	11.80	5.34	8.80
MEAN HIGH WATER	11.00	4.54	8.00
MEAN TIDE LEVEL	6.90	0.44	3.80
MEAN LOW WATER	2.80	-3.88	-0.20
MEAN LOWER LOW WATER	0.00	-6.48	-3.00

SOURCES:
MILWAUKEE ARMY CORPS OF ENGINEERS SOUTH PUGET SOUND
REGION TIDAL DATUM #72 - GIG HARBOR
NGVD 28 AND NAVD 88: NOAA'S VERTICAL DATUM TRANSFORMATION
(V2.3) AT JERISICH DOCK (LAT 47.3510, LONG -122.3816)

LEGEND

- LINE TYPE (PROPOSED)
 - WATER
 - POWER
- DOCK POWER/WATER SYMBOLS (EXISTING)
 - CT CAN
- DOCK POWER/WATER SYMBOLS (PROPOSED)
 - CT CAN
 - BOLLARD LIGHT

PEDESTAL TABLE

PEDESTAL NO.	JUNCTION (C&A) NO.	STATION	TYPE
P1	1	300+00.0	GUARD
P2	2	300+00.0	GUARD
P3	3	300+00.0	GUARD
P4	4	300+00.0	GUARD
P5	5	300+00.0	GUARD
P6	6	300+00.0	GUARD
P7	7	300+00.0	GUARD
P8	8	300+00.0	GUARD
P9	9	300+00.0	GUARD
P10	10	300+00.0	GUARD
P11	11	300+00.0	GUARD
P12	12	300+00.0	GUARD
P13	13	300+00.0	GUARD
P14	14	300+00.0	GUARD
P15	15	300+00.0	GUARD
P16	16	300+00.0	GUARD
P17	17	300+00.0	GUARD
P18	18	300+00.0	GUARD
P19	19	300+00.0	GUARD
P20	20	300+00.0	GUARD
P21	21	300+00.0	GUARD
P22	22	300+00.0	GUARD
P23	23	300+00.0	GUARD
P24	24	300+00.0	GUARD
P25	25	300+00.0	GUARD
P26	26	300+00.0	GUARD
P27	27	300+00.0	GUARD
P28	28	300+00.0	GUARD
P29	29	300+00.0	GUARD
P30	30	300+00.0	GUARD
P31	31	300+00.0	GUARD
P32	32	300+00.0	GUARD
P33	33	300+00.0	GUARD
P34	34	300+00.0	GUARD
P35	35	300+00.0	GUARD
P36	36	300+00.0	GUARD
P37	37	300+00.0	GUARD
P38	38	300+00.0	GUARD
P39	39	300+00.0	GUARD
P40	40	300+00.0	GUARD
P41	41	300+00.0	GUARD
P42	42	300+00.0	GUARD
P43	43	300+00.0	GUARD
P44	44	300+00.0	GUARD
P45	45	300+00.0	GUARD
P46	46	300+00.0	GUARD
P47	47	300+00.0	GUARD
P48	48	300+00.0	GUARD
P49	49	300+00.0	GUARD
P50	50	300+00.0	GUARD
P51	51	300+00.0	GUARD
P52	52	300+00.0	GUARD
P53	53	300+00.0	GUARD
P54	54	300+00.0	GUARD
P55	55	300+00.0	GUARD
P56	56	300+00.0	GUARD
P57	57	300+00.0	GUARD
P58	58	300+00.0	GUARD
P59	59	300+00.0	GUARD
P60	60	300+00.0	GUARD
P61	61	300+00.0	GUARD
P62	62	300+00.0	GUARD
P63	63	300+00.0	GUARD
P64	64	300+00.0	GUARD
P65	65	300+00.0	GUARD
P66	66	300+00.0	GUARD
P67	67	300+00.0	GUARD
P68	68	300+00.0	GUARD
P69	69	300+00.0	GUARD
P70	70	300+00.0	GUARD
P71	71	300+00.0	GUARD
P72	72	300+00.0	GUARD
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P85	85	300+00.0	GUARD
P86	86	300+00.0	GUARD
P87	87	300+00.0	GUARD
P88	88	300+00.0	GUARD
P89	89	300+00.0	GUARD
P90	90	300+00.0	GUARD
P91	91	300+00.0	GUARD
P92	92	300+00.0	GUARD
P93	93	300+00.0	GUARD
P94	94	300+00.0	GUARD
P95	95	300+00.0	GUARD
P96	96	300+00.0	GUARD
P97	97	300+00.0	GUARD
P98	98	300+00.0	GUARD
P99	99	300+00.0	GUARD
P100	100	300+00.0	GUARD

JUNCTION BOX NOTES:

- 1-BOX CONDUIT LAYOUT
- 2-BOX CONDUIT LAYOUT
- 3-BOX CONDUIT LAYOUT
- 4-BOX CONDUIT LAYOUT
- 5-BOX CONDUIT LAYOUT

CONSTRUCTION NOTES:

- SEE SHEET #



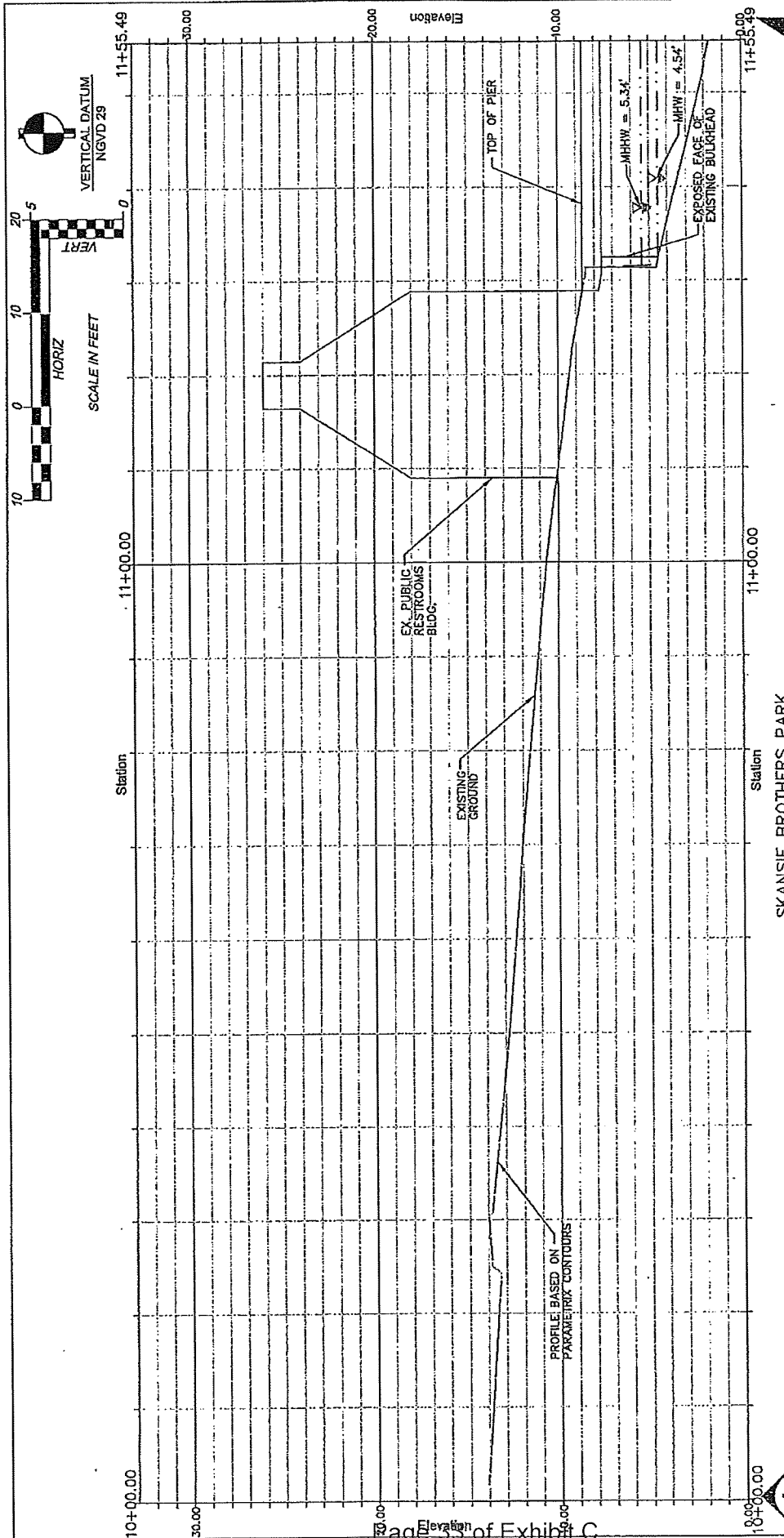
PLAN NO.	CHAP 1412
SHAWNOB NO.	SP-02
SHEET OF	5 9

JERISICH DOCK WATER AND POWER IMPROVEMENTS

DESIGNED BY	ADL
DRAWN BY	EVA
CHECKED BY	EVA
APPROVED BY	AS SHOWN
DATE	AS SHOWN
BY	AS SHOWN

PUBLIC WORKS DEPARTMENT
3510 Grandview Street
Gig Harbor, WA 98335
www.cityofgigharbor.com

REVISIONS	
NO.	DESCRIPTION
1	7-2-15 BID SET
2	7-20-15 RESPONSE TO COMMENTS (MNS-2015-03)
3	7-24-15 RESPONSE TO COMMENTS



SKANSIE BROTHERS PARK
(UPLAND)



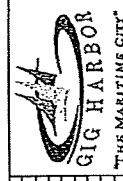
DATE: 08/14/12
DRAWING NO.: SP-03
SHEET: 08

BID SET
UPLAND CROSS-SECTION

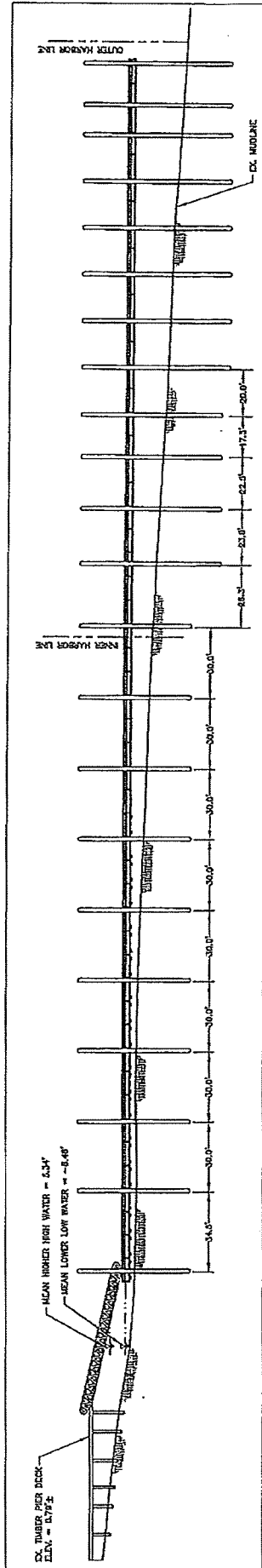
JERISICH DOCK
WATER AND POWER
IMPROVEMENTS

APPROVED BY: ADL
DRAWN BY: ADL
CHECKED BY: EJA
SCALE: AS SHOWN
OTHER: ---

PUBLIC WORKS
DEPARTMENT
3510 Charleston Street
Gig Harbor, WA 98143
(253) 851-6170
www.cityofgigharbor.net



REVISED
BY: 2-15 BID SET
CZ-20-15 RESPONSE TO COMMENTS (REV.2015-05)



VERTICAL DATUM CONVERSION
(FEMA ELEV. TO NAVD 88)

DATUM PLANE	MILLW	NGVD 29	NAVD 88
FEMA FLOOD ELEV.	16.46	9.00	12.46
MEAN HIGHER HIGH WATER	11.00	5.34	8.80
MEAN HIGH WATER	11.00	4.54	6.00
MEAN TIDE LEVEL	0.00	0.44	3.00
MEAN LOW WATER	2.80	-3.66	-0.20
MEAN LOWER LOW WATER	0.00	-8.48	-3.00

SOURCES:
MILLW: US ARMY CORPS OF ENGINEERS' SOUTH PUGET SOUND
REGION TIDAL DATUM #72 - GIG HARBOR
NOVD 29 AND NAVD 88: NOAA'S VERTICAL DATUM TRANSFORMATION
(4.3) AT JERISICH DOCK (LAT 47.3916, LONG -122.5810)

REVISIONS

NOV 20-15 BID SET

NOV 20-15 RESPONSE TO COMMENTS (MNS.2015.483)

THE MARITIME CITY

PUBLIC WORKS DEPARTMENT

3510 Greenbush Street
Gig Harbor, WA 98335
(253) 851-0170
www.cityofgigharbor.net

ISSUED BY: ADL

DESIGNED BY: ADL

CHECKED BY: EJA

APPROVED BY: EJA

SCALE: NO SCALE

DATE: 09/06

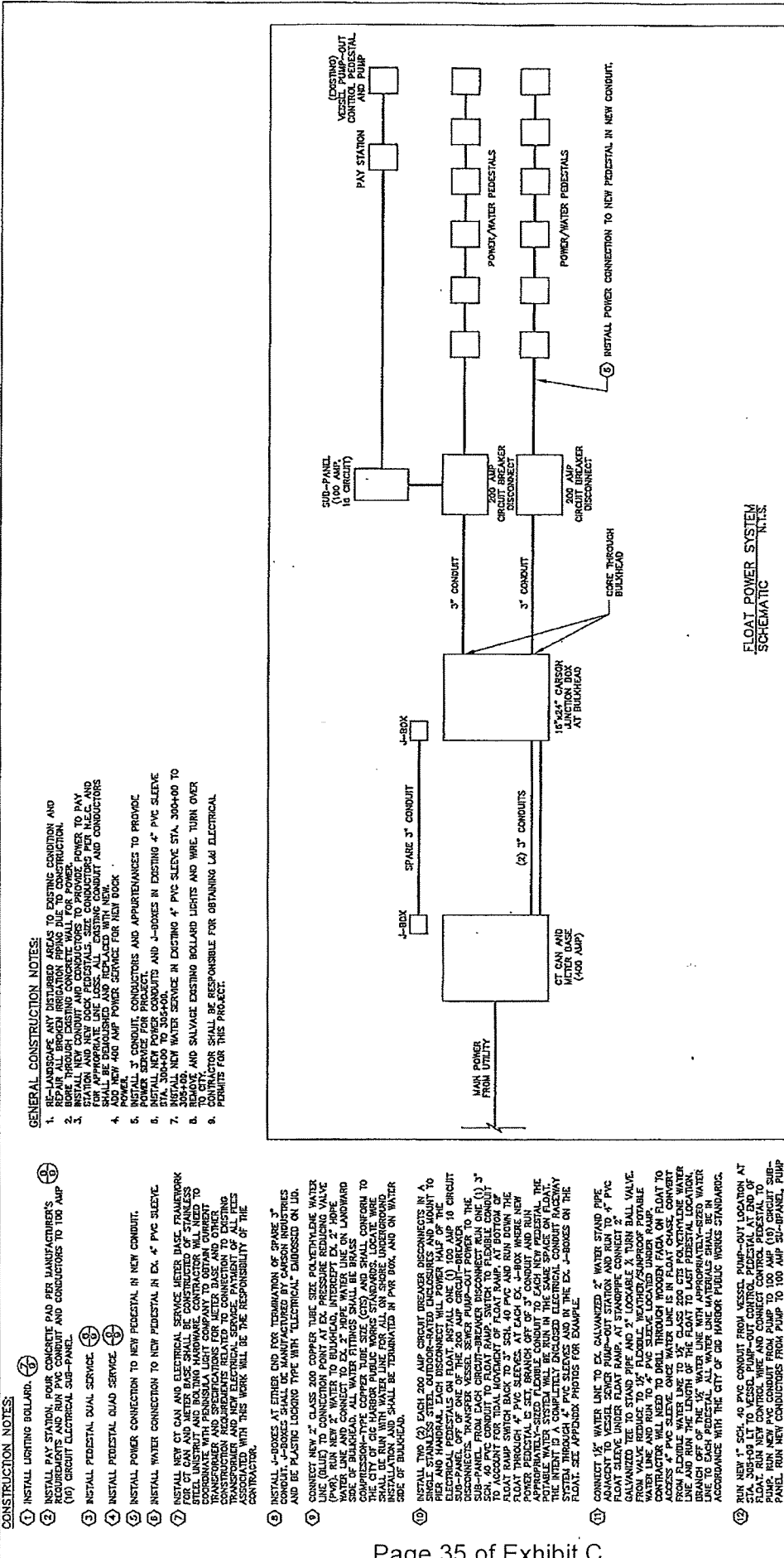
JERISICH DOCK WATER AND POWER IMPROVEMENTS

BID SET

JERISICH DOCK CROSS-SECTION

SHEET NO. 7 OF 8

DATE: 11-20-15



FLOAT POWER SYSTEM
SCHEMATIC

GENERAL CONSTRUCTION NOTES:

1. RE-LANDSCAPE ANY DISTURBED AREAS TO EXISTING CONDITION AND REPAIR ALL DAMAGE TO EXISTING INFRASTRUCTURE TO CONSTRUCTION.
2. REPAIR ALL EXISTING AND NEW CONDUITS TO PROVIDE POWER TO PAY STATION AND NEW DOCK PEDISTALS. SIZE CONDUCTORS PER N.E.C. AND ALL NEW CONDUITS SHALL BE DELETED AND REPLACED WITH NEW.
3. ADD NEW 400 AMP POWER SERVICE FOR NEW DOCK.
4. INSTALL 3" CONDUIT CONDUCTORS AND APPURTENANCES TO PROVIDE POWER SERVICE FOR PROJECT.
5. INSTALL NEW POWER CONDUITS AND J-BOXES IN EXISTING 4" PVC SLEEVE (300-400) TO PROVIDE NEW WATER SERVICE IN EXISTING 4" PVC SLEEVE STA. 3004-00 TO 3054-00.
6. REMOVE AND SALVAGE EXISTING BOLLARD LIGHTS AND WIRE. TURN OVER TO CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING L&I ELECTRICAL PERMITS FOR THIS PROJECT.

CONSTRUCTION NOTES:

1. INSTALL LIGHTING BOLLARD.
2. INSTALL PAY STATION, POUR CONCRETE PAD PER MANUFACTURER'S REQUIREMENTS AND RUN PVC CONDUIT AND CONDUCTORS TO 100 AMP (10) CIRCUIT ELECTRICAL SUB-PANEL.
3. INSTALL PEDISTAL DUAL SERVICE.
4. INSTALL PEDISTAL QUAD SERVICE.
5. INSTALL POWER CONNECTION TO NEW PEDISTAL IN NEW CONDUIT.
6. INSTALL WATER CONNECTION TO NEW PEDISTAL IN EX. 4" PVC SLEEVE.
7. NEW RUN OF CAN AND ELECTRICAL SERVICE UNDER BLAKE FLEETWORK FOR EX. CAN AND WATER BASE SHALL BE CONSIDERED AS STAINLESS STEEL UNLESS NOTED OTHERWISE. CONTRACTOR WILL NEED TO COORDINATE WITH PENNSILVA LIGHT COMPANY TO OBTAIN CURRENT REQUIREMENTS RELATED TO CONNECTION TO EXISTING TRANSFORMER AND NEW ELECTRICAL SERVICE. PAYMENT OF ALL FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. INSTALL TWO (2) EACH 200 AMP CIRCUIT BREAKER DISCONNECTS IN A RIGID AND MANHOLES. EACH DISCONNECT SHALL BE SUBJECT TO ELECTRICAL PEDISTALS ON FLOAT. INSTALL ONE (1) 100 AMP 10 CIRCUIT SUB-PANEL OFF OF ONE OF THE 200 AMP CIRCUIT-BREAKER.
9. SUB-PANEL FROM EACH CIRCUIT-BREAKER DISCONNECT RUN ONE (1) 3" CONDUIT TO EACH PEDISTAL. AT EACH EX. J-BOX WHERE NEW CONDUIT THROUGH 4" PVC SLEEVES. AT EACH EX. J-BOX WHERE NEW CONDUIT THROUGH 4" PVC SLEEVES. AT EACH EX. J-BOX WHERE NEW CONDUIT THROUGH 4" PVC SLEEVES AND IN THE EX. J-BOXES ON THE SYSTEM THROUGH 4" PVC SLEEVES AND IN THE EX. J-BOXES ON THE FLOAT. SEE APPENDIX PHOTOS FOR EXAMPLE.
10. CONNECT 1/2" WATER LINE TO EX. GALVANIZED 3" WATER STAND PIPE ADJACENT TO VESSEL POWER PUMP-OUT STATION AND RUN TO 4" PVC CONDUIT UNDER FLOAT RAMP. AT STAMPPIPE CONNECT 2" GALVANIZED TEE TO STAND PIPE AND 2" LOCKABLE X TURN BALL VALVE. WATER LINE AND RUN TO 1/2" PVC SLEEVE LOCATED UNDER RAMP. CONTRACTOR WILL NEED TO DRILL THROUGH WOODEN FASCIA ON FLOAT TO ACCESS 4" PVC SLEEVE ONCE WATER LINE IS IN FLOAT CHASE. CONVERT WATER LINE TO 1/2" WATER LINE WITH APPROPRIATELY-SIZED WATER BRANCH OFF OF THE 1/2" WATER LINE WITH APPROPRIATELY-SIZED WATER LINE TO EACH PEDISTAL. ALL WATER LINE MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BIG HARBOR PUBLIC WORKS STANDARDS.
11. RUN NEW 1" SCH. 40 PVC CONDUIT FROM VESSEL PUMP-OUT LOCATION AT STA. 3054-00 TO VESSEL PUMP-OUT CONTROL PEDISTAL AT END OF VESSEL. RUN NEW PVC CONDUIT FROM PUMP TO 100 AMP (10) CIRCUIT SUB-PANEL. RUN NEW CONDUCTORS FROM PUMP TO 100 AMP SUB-PANEL. VOLTAGE IS 240 VOLT WITH 30 AMP BREAKER.
12. BRIDGE CROSSING GARDWAY DECKING AND REPLACE WITH FIBERGLASS BANDWAY DECKING.



JOB NO.	CHP 1412
DRAWING NO.	NT-01
SHEET	08
	9

GENERAL NOTES

JERISICH DOCK
WATER AND POWER
IMPROVEMENTS

DESIGNED BY	ADL
DRAWN BY	ADL
CHECKED BY	EJA
APPROVED BY	EJA
SCALE	AS SHOWN
OTHER	

PUBLIC WORKS
DEPARTMENT
3310 Grandview Street
City Harbor, VA 23055
(252) 851-4170
www.cityofbigharbor.com



NO.	DATE	REVISION
1	12-23-11	BID SET
2	01-22-12	RESPONSE TO COMMENTS (REVISED 12-23-11)
3	02-12-12	RESPONSE TO COMMENTS
4		
5		

IPS GROUP FREDDON PAY STATION, OR
MST MULTI-SPACE PAY STATION, OR
APPROVED EQUAL

TECHNICAL SPECIFICATIONS:
HEIGHT: 72.5 IN.

DIMENSIONS: 12.5"x12"x60"; COMPLIANT WITH ALL RELEVANT
STANDARDS FOR DISABLED ACCESS.

POWER: AC

TEMPERATURE RANGE: -40°F TO 155°F (OPTIONAL HEATER AC
UNITS ONLY).

PAYMENT ACCEPTED: CREDIT & DEBIT CARDS, SMART CARDS,
COINS, TOKENS, PAY-BY-CELL, AND OPTIONAL BILL NOTES.

CABINET HOUSING: IN-BODY CONSTRUCTION, HIGH GRADE
CORROSION RESISTANT METAL AND UNPAINTED AND UNLACQUERED
WITH A DURABLE POWDER COATING THAT IS WEATHER AND
GRAFFITI RESISTANT.

LOCKS: CABINET IS PROTECTED BY A 8 POINT SECURE LOCKING
SYSTEM. THE OUTER VAULT DOOR LOCKS ARE PROTECTED BY
ANTI-DRILL SPIN DISKS. UPPER AND LOWER HOUSINGS REQUIRE
KEYS AND THE COLLECTION VAULT HAS A DUAL
LOCKING SYSTEM WITH A 7-BANG ELECTRONIC LOCKS AVAILABLE
UPON REQUEST.

DISPLAY: LARGE MONOCHROMATIC DISPLAY SCREEN IS 320x240
PIXELS AND ALL INFORMATION IS DISPLAYED IN LARGE OR
GRAPHICS ROTATING ON TWO SCREENS. DISPLAY IS PROTECTED
BY ANTI-GLARE COATED ARMORED GLASS (STANDARD FEATURE).

PRINTER: HIGH RESOLUTION GRAPHIC THERMAL PRINTER ALLOWS
FOR CUSTOMIZABLE GRAPHICS, VOUCHERS, AND BARCODES
WHICH ARE PROGRAMMABLE FROM THE DMS.

COIN BOX CAPACITY: 700 COIN CAPACITY. "SMART" SENSING
TECHNOLOGY AVAILABLE.

BILL STACKER: 600 BILL NOTES.

DATA MANAGEMENT SYSTEM:
-ALL PRODUCTS SHALL COMMUNICATE TO A SYNCHRONOUS
BACKEND SYSTEM.
-SYSTEMS SHOULD BE EASY AND SEAMLESS INTEGRATION WITH
THIRD PARTY SYSTEMS SUCH AS PAY-BY-CELL PARKING
GUIDANCE, PERMITTING SYSTEMS, AND ENFORCEMENT
SOLUTIONS.
-SOFTWARE FOR LOCAL SOFTWARE OR NEW HARDWARE
INSTALLATION.
-COMPREHENSIVE SET OF FINANCIAL AND TECHNICAL REPORTS,
AND ADMINISTRATIVE MANAGEMENT TOOLS.
-SOFTWARE SHOULD BE EASY TO USE AND SHOULD ALLOW
REPRESENTATION OF LARGE AMOUNTS OF DATA TO ANALYZE
FOR PATTERNS, AND TRENDS.
-FUND PROCESSING AVAILABLE VIA DMS BACK OFFICE.
LEVEL 1 P&I AND P&I-955 CERTIFIED.

WARRANTY: FOUR YEAR WARRANTY SHALL BE PROVIDED.

MAINTENANCE: A MANUAL SHALL BE PROVIDED TO THE CITY.

PAY STATION
N.T.S.

EATON LIGHHOUSE - SS

STANDARD FEATURES:
1. STAINLESS STEEL HOUSING WITH A
2. LOCKABLE WEATHERPROOF DOORS
3. HOSE AND CABLE BRACKETS
4. HEAVY 316L STAINLESS STEEL
POLYESTER PULVERULEN COATED WITH A
5. COPPER BUS BAR WITH RATINGS
6. FROM 250 TO 500 AMPS
7. FORCE REMOVABLE ACCESS PANEL
8. FORCE REMOVABLE ACCESS PANEL
9. BACKUP UNIVERSAL PLATE FOR
10. RECEPTACLE PLUG-IN AT NIGHT
11. RECEPTACLE PLUG-IN AT NIGHT
12. RECEPTACLE PLUG-IN AT NIGHT
13. 360° LIGHTING
14. 360° LIGHTING
15. 360° LIGHTING

DIMENSIONS:
HEIGHT: 40.0 IN.
WIDTH: 9.485 IN.
DEPTH: 9.875 IN.

*20 AMP GR RECEPTACLES ARE NOT
TO BE USED FOR SHORE POWER

PEDESTAL
TYP. N.T.S.

EATON MARNER
LIGHTING BOLLARD

1. PHOTOCELL CONTROLLED
13 WATT LED LIGHTING

DIMENSIONS:
BOLLARD HEIGHT: 38.0 IN.
LED HEAD ASSEMBLY: 6.0 IN.

LIGHTING BOLLARD
N.T.S.

1-1/4" Deep x 1-1/2" Square Mesh*

8	1/4"	70%	1-1/2"	3.2 pcf
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Plan View

Elevation View

Section Properties per Ft of Mesh: A = 2.16 IN² I = 0.32 IN⁴ S = 0.49 INP
*Not available with American top surface (only grid)

REVISIONS

NO. 2-2-15 BID SET

NO. 7-27-15 RESPONSE TO COMMENTS (MWS-2015-463)

NO. 7-27-15 RESPONSE TO COMMENTS

NO. 4-6-15

**JERISICH DOCK
WATER AND POWER
IMPROVEMENTS**

FIBERGLASS GANGWAY
DECKING
N.T.S.

ADL	ADL	ADL	ADL	ADL	ADL	ADL	ADL	ADL	ADL
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY	SCALE	PHASE	DATE	BY	DATE	BY

PUBLIC WORKS
DEPARTMENT
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-8170
www.cityofgigharbor.net

GIG HARBOR
THE MARITIME CITY



US Army Corps
of Engineers ©
Seattle District

NATIONWIDE PERMIT 3

Terms and Conditions

Effective Date: June 15, 2012



-
- A. Description of Authorized Activities
 - B. Corps National General Conditions for all NWP
 - C. Corps Seattle District Regional General Conditions
 - D. Corps Regional Specific Conditions for this NWP
 - E. State 401 Certification General Conditions
 - F. State 401 Certification Specific Conditions for this NWP
 - G. EPA 401 Certification General Conditions
 - H. EPA 401 Certification Specific Conditions for this NWP
 - I. Coastal Zone Management Consistency Response for this NWP
-

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant

adverse effects on the aquatic environment. (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered. (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information: (1) Name, address and telephone numbers of the prospective permittee; (2) Location of the proposed project; (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans); (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the

Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for

NWP 41 – Reshaping Existing Drainage Ditches
NWP 42 – Recreational Facilities
NWP 43 – Stormwater Management Facilities

3. New Bank Stabilization Prohibition Areas in Tidal Waters of Puget Sound. Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11, and 12 (within the specific area identified on Figure 2 at www.nws.usace.army.mil, select Regulatory Permits then Permit Guidebook, then Nationwide Permits) cannot be authorized by a NWP.

4. Bank Stabilization. Any project including new or maintenance bank stabilization activities requires pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 for Pre-Construction Notification. This requirement does not apply to maintenance work exempt by 33 CFR 323.4 (a)(2). Each notification must also include the following information:

a. Need for the work, including the cause of the erosion and the threat posed to structures, infrastructure, and/or public safety. The notification must also include a justification for the need to place fill or structures waterward of the line of the Corps' jurisdiction (typically, the ordinary high water mark or mean higher high water mark).

b. Current and expected post-project sediment movement and deposition patterns in and near the project area. In tidal waters, describe the location and size of the nearest bluff sediment sources (feeder bluffs) to the project area and current and expected post-project nearshore drift patterns in the project area.

c. Current and expected post-project habitat conditions, including the presence of fish, wildlife and plant species, submerged aquatic vegetation, spawning habitat, and special aquatic sites (e.g., vegetated shallows, riffle and pool complexes, or mudflats) in the project area.

d. In rivers and streams, an assessment of the likely impact of the proposed work on upstream, downstream and cross-stream properties (at a minimum the area assessed should extend from the nearest upstream bend to the nearest downstream bend of the watercourse). Discuss the methodology used for determining effects. The Corps reserves the right to request an increase in the reach assessment area to fully address the relevant ecological reach and associated habitat.

e. For new bank stabilization activities in rivers and streams, describe the type and length of existing bank stabilization within 300 feet up and downstream of the project area. In tidal areas, describe the type and length of existing bank stabilization within 300 feet along the shoreline on both sides of the project area.

f. Demonstrate the proposed project incorporates the least environmentally damaging practicable bank protection methods. These methods include, but are not limited to, the use of bioengineering, biotechnical design, root wads, large woody material, native plantings, and beach nourishment in certain circumstances. If rock must be used due to site erosion conditions, explain how the bank stabilization structure incorporates elements beneficial to fish. If the Corps determines you have not incorporated the least environmentally damaging practicable bank protection methods and/or have not fully compensated for impacts to aquatic resources, you must submit a compensatory mitigation plan to compensate for impacts to aquatic resources.

g. A planting plan using native riparian plant species unless the applicant demonstrates a planting plan is not appropriate or not practicable.

1. **For in-water construction activities.** Individual 401 review is required for projects or activities authorized under NWP that will cause, or be likely to cause or contribute to an exceedance of a State water quality standard (WAC 173-201A) or sediment management standard (WAC 173-204).

Note: State water quality standards are posted on Ecology's website: <http://www.ecy.wa.gov/programs/wq/swqs/>. Click "Surface Water Criteria" for freshwater and marine water standards. Sediment management standards are posted on Ecology's website: <http://www.ecy.wa.gov/biblio/wac173204.html>. Information is also available by contacting Ecology's Federal Permit staff.

2. **Projects or Activities Discharging to Impaired Waters.** Individual 401 review is required for projects or activities authorized under NWP if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter.

Note: To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools, <http://www.ecy.wa.gov/programs/wq/303d/2008/>. Information is also available by contacting Ecology's Federal Permit staff.

3. **Notification.** For projects or activities that will require Individual 401 review, applicants must provide Ecology with the same documentation provided to the Corps (as described in Corps Nationwide Permit General Condition 31, Pre-Construction Notification), including, when applicable:

- (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, and any other Department of the Army permits used or intended to be used to authorize any part of the proposed project or any related activity.
- (b) Delineation of special aquatic sites and other waters of the United States. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff.

Note: Wetland rating forms are available on Ecology's Wetlands website: <http://www.ecy.wa.gov/programs/sea/wetlands/ratingsystems> or by contacting Ecology's Federal Permit staff.

- (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted.

Mitigation plans submitted for Ecology review and approval shall be based on the guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (Ecology Publications #06-06-011a and #06-06-011b).

- (d) Coastal Zone Management Program "Certification of Consistency" Form if the project is located within a coastal county (Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum, and Whatcom counties).

Note: CZM Certification of Consistency forms are available on Ecology's Federal Permit website: <http://www.ecy.wa.gov/programs/sea/fed-permit/index.html> or by contacting Ecology's Federal Permit staff.

- i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
- ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded)
- iii. The rationale for the mitigation site that was selected
- iv. The goals and objectives of the compensatory mitigation project
- v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths
- vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
- vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) for guidance on developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, including advance mitigation and other programmatic approaches such as mitigation banks and programmatic mitigation areas at the local level. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. (see <http://www.ecy.wa.gov/programs/sea/wetlands/contacts.htm>)

Information on the state wetland mitigation banking program is available on Ecology's website: <http://www.ecy.wa.gov/programs/sea/wetlands/mitigation/banking/index.html>

- 6. Temporary Fills.** Individual 401 review is required for any project or activity with temporary fill in wetlands or other waters of the State for more than 90 days, unless the applicant has received written approval from Ecology.

Note: This State General Condition does not apply to projects or activities authorized under NWP 33, Temporary Construction, Access, and Dewatering

- 7. Stormwater discharge pollution prevention:** All projects that involve land disturbance or impervious surfaces must implement prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the state. For land disturbances during construction, the permittee must obtain and implement permits where required and follow Ecology's current stormwater manual.

Note: Stormwater permit information is available at Ecology's Water Quality website: <http://www.ecy.wa.gov/programs/wq/stormwater/index.html>. Ecology's Stormwater Management and Design Manuals are available at: <http://www.ecy.wa.gov/programs/wq/stormwater/municipal/StrmwtrMan.html>. Information is also available by contacting Ecology's Federal Permit staff.

- 8. State Certification for PCNs not receiving 45-day response.** In the event the U.S. Army Corps of Engineers does not respond to a complete pre-construction notification within 45 days, the applicant must contact Ecology for Individual 401 review.

D. For projects and activities requiring coverage under an NPDES permit, certification is based on compliance with the requirements of that permit. Projects and activities not in compliance with NPDES requirements will require individual 401 certification.

E. Individual 401 certification is required for projects or activities authorized under NWP's if the project will discharge to a waterbody on the list of impaired waterbodies (the 303(d) List) and the discharge may result in further exceedance of a specific parameter the waterbody is listed for. The EPA shall make this determination on a case-by-case basis.

For projects or activities that will discharge to a 303(d)-listed waterbody that does not have an approved Total Maximum Daily Load (TMDL) or an approved water quality management plan, the applicant must provide documentation for EPA approval showing that the discharge will not result in further exceedance of the listed contaminant or impairment.

For projects or activities that will discharge to a 303(d)-listed waterbody that does not have an approved TMDL, the applicant must provide documentation for EPA approval showing that the discharge is within the limits established in the TMDL. The current list of 303(d)-listed waterbodies in Washington State will be consulted in making this determination and is available on Ecology's web site at: www.ecy.wa.gov/programs/wq/303d/2012/index.html

The EPA may issue 401 certification for projects or activities that would result in further exceedance or impairment if mitigation is provided that would result in a net decrease in listed contaminants or less impairment in the waterbody. This determination would be made during individual 401 certification review.

F. For projects requiring individual 401 certification, applicants must provide the EPA with the same documentation provided to the Corps, (as described in Corps' National General Condition 31, Pre-Construction Notification), including, when applicable:

- (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, any other U.S. Department of the Army permits used or intended to use to authorize any part of the proposed project or any related activity.
- (b) Delineation of special aquatic sites and other waters of the United States. Wetland delineations must be prepared in accordance with the current method required by the Corps.
- (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted.
- (d) Other applicable requirements of Corps National General Condition 31, Corps Regional Conditions, or notification conditions of the applicable NWP.

A request for individual 401 certification- review is not complete until the EPA receives the applicable documents noted above and the EPA has received a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program.

G. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.) and material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

H. EPA 401 CERTIFICATION SPECIFIC CONDITIONS FOR THIS NWP:

Partially denied without prejudice. Permittee must meet EPA 401 General Conditions. An individual 401 certification is required for projects authorized under this NWP if:

1. The project or activity would extend beyond the original project footprint (either along the shoreline or below MHHW or OHWM), or
2. Any activity requiring excavation or dredging in open water.

I. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP:

Concur, subject to the following condition: When individual 401 review is triggered, a CZM Certificate of Consistency form must be submitted for project located within the 15 coastal counties (See State General 401 Condition 3 (Notification)).



US Army Corps
of Engineers ©
Seattle District

NATIONWIDE PERMIT 12

Terms and Conditions

Effective Date: June 15, 2012



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- A. Description of Authorized Activities
 - B. Corps National General Conditions for all NWP
 - C. Corps Seattle District Regional General Conditions
 - D. Corps Regional Specific Conditions for this NWP
 - E. State 401 Certification General Conditions
 - F. State 401 Certification Specific Conditions for this NWP
 - G. EPA 401 Certification General Conditions
 - H. EPA 401 Certification Specific Conditions for this NWP
 - I. Coastal Zone Management Consistency Response for this NWP
-

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

12. Utility Line Activities. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

Utility lines: This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in pre-construction contours. A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term "utility line" does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

Utility line substations: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

Foundations for overhead utility line towers, poles, and anchors: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWP's

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWP's, or who is currently relying on an existing or prior permit authorization under one or more NWP's, has been and is on notice that all of the provisions of 33 CFR § 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP's 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332. (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment. (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered. (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level. (2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP's, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWP's 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource

3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

C. CORPS SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS

1. Aquatic Resources Requiring Special Protection. Activities resulting in a loss of waters of the United States in a mature forested wetland, bog, bog-like wetland, aspen-dominated wetland, alkali wetland, wetlands in a dunal system along the Washington coast, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons cannot be authorized by a NWP, except by the following NWPs:

- NWP 3 – Maintenance
- NWP 20 – Oil Spill Cleanup
- NWP 32 – Completed Enforcement Actions
- NWP 38 – Cleanup of Hazardous and Toxic Waste

In order to use one of the above-referenced NWPs in any of the aquatic resources requiring special protection, you must submit a pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 (Pre-Construction Notification) and obtain written approval before commencing work.

2. Commencement Bay. The following NWPs may not be used to authorize activities located in the Commencement Bay Study Area (see Figure 1 at www.nws.usace.army.mil, select Regulatory Permits then Permit Guidebook, then Nationwide Permits) requiring Department of the Army authorization:

- NWP 12 – Utility Line Activities (substations)
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 23 – Approved Categorical Exclusions
- NWP 29 – Residential Developments
- NWP 39 – Commercial and Institutional Developments
- NWP 40 – Agricultural Activities
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 42 – Recreational Facilities
- NWP 43 – Stormwater Management Facilities

3. New Bank Stabilization Prohibition Areas in Tidal Waters of Puget Sound. Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11, and 12 (within the specific area identified on Figure 2 at www.nws.usace.army.mil, select Regulatory Permits then Permit Guidebook, then Nationwide Permits) cannot be authorized by a NWP.

4. Bank Stabilization. Any project including new or maintenance bank stabilization activities requires pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 for Pre-Construction Notification. This requirement does not apply to maintenance work exempt by 33 CFR 323.4 (a)(2). Each notification must also include the following information:

a. Need for the work, including the cause of the erosion and the threat posed to structures, infrastructure, and/or public safety. The notification must also include a justification for the need to place fill or structures waterward of the line of the Corps' jurisdiction (typically, the ordinary high water mark or mean higher high water mark).

regulations could result in a violation of state and federal laws. Violators are subject to civil and criminal penalties.

7. Essential Fish Habitat. An activity which may adversely affect essential fish habitat, as identified under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), may not be authorized by NWP until essential fish habitat requirements have been met by the applicant and the Corps. Non-federal permittees shall notify the District Engineer if essential fish habitat may be affected by, or is in the vicinity of, a proposed activity and shall not begin work until notified by the District Engineer that the requirements of the essential fish habitat provisions of the MSA have been satisfied and the activity is authorized. The notification must identify the type(s) of essential fish habitat (e.g., Pacific salmon, groundfish, and/or coastal-pelagic species) managed by a Fishery Management Plan that may be affected. Information about essential fish habitat is available at www.nwr.noaa.gov/.

8. Vegetation Protection and Restoration. Permittees must clearly mark all construction area boundaries before beginning work. The removal of native vegetation in riparian areas and wetlands, and the removal of submerged aquatic vegetation in estuarine and tidal areas must be avoided and minimized to the maximum extent practicable. Areas subject to temporary vegetation removal shall be replanted with appropriate native species by the end of the first planting season following the disturbance except as waived by the District Engineer. If an aquaculture area is permitted to impact submerged aquatic vegetation under NWP 48, the aquaculture area does not need to be replanted with submerged aquatic vegetation.

9. Access. You must allow representatives of this office to inspect the authorized activity at any time deemed necessary to ensure the work is being, or has been, accomplished in accordance with the terms and conditions of your permit.

10. Contractor Notification of Permit Requirements. The permittee must provide a copy of the nationwide permit verification letter, conditions, and permit drawings to all contractors involved with the authorized work, prior to the commencement of any work in waters of the U.S.

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWP

1. When backfilling trenches in wetlands, no more than 10 percent of the soil used to backfill the top 12 inches of the trench may consist of subsurface soil.

2. The permittee must submit a pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 (Pre-Construction Notification) for mechanized landclearing in a forested wetland for the construction of a substation.

3. A pre-construction notification must include drawings and/or a description of the measures that will be used to prevent permanent drainage of adjacent areas by the backfilled trench and/or along the buried utility line.

E. STATE 401 CERTIFICATION GENERAL CONDITIONS:

1. **For in-water construction activities**. Individual 401 review is required for projects or activities authorized under NWPs that will cause, or be likely to cause or contribute to an exceedence of a State water quality standard (WAC 173-201A) or sediment management standard (WAC 173-204).

*Note: State water quality standards are posted on Ecology's website:
<http://www.ecy.wa.gov/programs/wq/swqs/>. Click "Surface Water Criteria" for freshwater and*

under the NWP Program to issue a WQC and CZM consistency determination response. If more than 180 days pass after Ecology's receipt of these documents, your requirement to obtain an individual WQC and CZM consistency determination response becomes waived.

4. **Aquatic resources requiring special protection.** Certain aquatic resources are unique, difficult-to-replace components of the aquatic environment in Washington State. Activities that would affect these resources must be avoided to the greatest extent possible. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings.

Individual 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Regional Condition 1):

- (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #04-06-025 and #04-06-015):

- Estuarine wetlands
- Natural Heritage wetlands
- Bogs
- Old-growth and mature forested wetlands
- Wetlands in coastal lagoons
- Interdunal wetlands
- Vernal pools
- Alkali wetlands

- (b) Fens, aspen-dominated wetlands, camas prairie wetlands, and marine water with eelgrass (*Zostera marina*) beds (except for NWP 48).

- (c) Category 1 wetlands

- (d) Category II wetlands with a habitat score ≥ 29 points. This State General Condition does not apply to the following Nationwide Permits:

NWP 20 – Response Operations for Oil and Hazardous Substances
NWP 32 – Completed Enforcement Actions

5. **Mitigation.** For projects requiring Individual 401 review, adequate compensatory mitigation must be provided for wetland and other water quality-related impacts of projects or activities authorized under the NWP Program.

- (a) Mitigation plans submitted for Ecology review and approval shall be based on the guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (Ecology Publications #06-06-011a and #06-06-011b) and shall, at a minimum, include the following:

- i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
- ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded)
- iii. The rationale for the mitigation site that was selected

Note: Projects or activities that need a FERC license will be required to obtain an Individual 401 Certification as part of the FERC license process.

G. EPA 401 CERTIFICATION GENERAL CONDITIONS:

A. Any activities in the following types of wetlands and waters of the United States will need to apply for an individual 401 certification: Mature forested wetlands, bogs, bog-like wetlands, wetlands in dunal systems along the Washington coast, coastal lagoons, vernal pools, aspen-dominated wetlands, alkali wetlands, camas prairie wetlands, estuarine wetlands, including salt marshes, and marine waters with eelgrass or kelp beds.

B. A 401 certification determination is based on the project or activity meeting established turbidity levels. The EPA will be using as guidance the state of Washington's water quality standards [WAC 173-201a] and sediment quality standards [WAC 173-204]. Projects or activities that are expected to exceed these levels or that do exceed these levels will require an individual 401 certification.

The water quality standards allow for short-term turbidity exceedances after all necessary Best Management Practices have been implemented (e.g., properly placed and maintained filter fences, hay bales and/or other erosion control devices, adequate detention of runoff to prevent turbid water from flowing off-site, providing a vegetated buffer between the activity and open water, etc.), and only up to the following limits:

Wetted Stream Width at Discharge Point	Approximate Downstream Point for Determining Compliance
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
LAKE, POND, RESERVOIR	Lesser of 100 feet or maximum surface dimension

C. 401 certification of projects and activities under NWP's will use Washington State Department of Ecology's most recent stormwater manual or an EPA approved equivalent manual as guidance in meeting water quality standards.

D. For projects and activities requiring coverage under an NPDES permit, certification is based on compliance with the requirements of that permit. Projects and activities not in compliance with NPDES requirements will require individual 401 certification.

E. Individual 401 certification is required for projects or activities authorized under NWP's if the project will discharge to a waterbody on the list of impaired waterbodies (the 303(d) List) and the discharge may result in further exceedance of a specific parameter the waterbody is listed for. The EPA shall make this determination on a case-by-case basis.

For projects or activities that will discharge to a 303(d)-listed waterbody that does not have an approved Total Maximum Daily Load (TMDL) or an approved water quality management plan, the applicant must provide documentation for EPA approval showing that the discharge will not result in further exceedance of the listed contaminant or impairment.

Compensatory mitigation plans submitted to the EPA shall be based on the Joint Agency guidance provided in *Wetland Mitigation in Washington State, Parts 1 and 2* (Ecology Publication #06-06-011a and #06-06-011b) and shall, at a minimum, include the following:

- (1) A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
- (2) The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded)
- (3) The rationale for the mitigation site that was selected
- (4) The goals and objectives of the compensatory mitigation project
- (5) How the mitigation project will be accomplished, including proposed performance standards for measuring success (including meeting planting success standard of 80 percent survival after five years), evidence for hydrology at the mitigation site, and the proposed buffer widths;
- (6) How it will be maintained and monitored to assess progress towards goals and objectives.
- (7) Completion and submittal of an "as-built conditions report" upon completion of grading, planting and hydrology establishment at the mitigation site;
- (8) Completion and submittal of monitoring reports at years 3 and 5 showing the results of monitoring for hydrology, vegetation types, and aerial cover of vegetation.
- (9) For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
- (10) Documentation of legal site protection mechanism (covenant or deed restriction) to show how the compensatory mitigation site will be legally protected for the long-term.

I. An individual 401 certification is required for any activity where temporary fill will remain in wetlands or other waterbodies for more than 90 days. The 90 day period begins when filling activity starts in the wetland or other waterbody.

J. An individual 401 is required for any proposed project or activity in waterbodies on the most current list of the following Designated Critical Resource Waters (per Corps General Condition 22).

K. An individual 401 certification is required for any proposed project that would increase permanent, above-grade fill within the 100-year floodplain (including the floodway and the flood fringe).

[*Note:* The 100-year floodplain is defined as those areas identified as Zones A, A1-30, AE, AH, AO, A99, V, V1-30, and VE on the most current Federal Emergency Management Agency Flood Rate Insurance Maps, or areas identified as within the 100-year floodplain on applicable local Flood Management Program maps. The 100-year flood is also known as the flood with a 100-year recurrence interval, or as the flood with an exceedance probability of 0.01.]

H. EPA 401 CERTIFICATION SPECIFIC CONDITIONS FOR THIS NWP: Partially denied without prejudice. Permittee must meet EPA 401 General Conditions. Individual 401 certification required for projects authorized under this NWP if:

1. Any excavation or dredging activities affecting open water areas (e.g., trenching across streams), or
2. There are any permanent access roads, temporary structures or fill associated with the utility line activities, or
3. The entire scope of the project involves greater than 1/10 acre of impacts to aquatic resources.



US Army Corps
of Engineers
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-2015-483

Name of Permittee: City of Gig Harbor (Jerisich Dock Water and Power)

Date of Issuance: AUG 18 2015

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following address:

Department of the Army
U.S. Army Corps of Engineers
Seattle District, Regulatory Branch
Post Office Box 3755
Seattle, Washington 98124-3755

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>
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Printed Name: _____

Signature: _____

Date: _____



TECHNICAL MEMORANDUM

To: Sonia Billingsley
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Date: January 7, 2015

From: Grette Associates, LLC
2102 N. 30th St Ste A
Tacoma, WA 98403

File No.: 250.026

Re: Addendum to Existing Habitat Assessment and Management Plans – Jerisich Dock
Power and Water Upgrade

This Technical Memorandum has been prepared to satisfy the Habitat Assessment and Management Plan (HAMP) requirements of the Gig Harbor Shoreline Master Program (GHSMP 6.2.5.23) for the proposed Jerisich Dock Power and Water Upgrade project (Project). Since the adoption of the GHSMP in December 2013, the Project is regulated under the Shoreline Master Program rather than the City's Critical Areas Ordinance [(CAO); Gig Harbor Municipal Code (GHMC) 18.08.186].

Two HAMPs have been recently prepared for projects on Jerisich Dock and the adjacent Skansie Brothers Park including the kayak rack storage project (Grette Associates 2013) and the float extension project (Grette Associates 2012). These existing HAMPs were written prior to the adoption of the GHSMP and comply with the CAO (GHMC 18.08.186).

This Technical Memorandum is written as an addendum to two existing HAMPs. Sections of those documents that are relevant and can be applied to this Project for compliance with GHSMP 6.2.5.23 are referenced within this Technical Memorandum. Additional sections not addressed in the existing HAMPs for compliance with the GHSMP 6.2.5.23, including buffer establishment and a "no net loss" analysis, are also included in this Technical Memorandum. In addition, the Technical Memorandum assesses the Project for compliance with the Endangered Species Act (ESA) for FEMA review pursuant to GHMC 18.10.100.

This Technical Memorandum is organized in the same manner and with the same section headings as the existing HAMPs for consistency amongst the documents. Additional elements addressed in this Technical Memorandum that are not included in the existing HAMPs (e.g., buffers and "no net loss" analysis) are included at the end of the document.

1 Introduction

1.1 Purpose and Scope

This Project is consistent with Section 1.1 (Purpose and Scope) of the existing HAMPs (Grette Associates 2012, 2013). An HAMP is required by GHSMP 6.2.5.23 [as well as GHMC 18.08.186(C)(3)] and GHMC 18.10.100 to evaluate critical fish and wildlife habitat within 300 feet of the Project location and to evaluate the Project for ESA compliance under FEMA. All elements of Section 1.1 of the existing HAMPs (Grette Associates 2012, 2013) can be applied to this Project and are therefore not described within this Technical Memorandum.

1.2 Site Description

The site description in the existing HAMPs (Grette Associates 2012, 2013) is the same for this Project, and will not be further described within this document.

1.3 Project Description

Section 1.3 of the existing HAMPs are not relevant to this Project. The Project is described in detail below.

The City of Gig Harbor proposes to install water and power supply pedestals for use by moored vessels on Jerisich Dock. In addition, an automatic payment kiosk for water and power services will be installed on the existing pier platform, and the gangway from the pier to the dock will be replaced with a grated deck surface.

Water and power lines will be extended from their existing upland locations (near the southern border of Skansie Brothers Park along Harborview Drive), beneath the pier platform and gangway, and through the float conduit runs for up to twelve (12) utility pedestals on the dock. Jerisich Dock has existing conduit runs located within the floats that will be used to hold the new conductors and water service lines. Upland water and power line extensions will occur by excavating narrow trenches between the existing water and power hookups to the pier platform and laying new power and water lines. Excavation will occur using a mini-trenching machine and hand tools. Site disturbance will be minimized by limiting the width and depth of excavation to the minimum necessary to install the below-grade utility extensions. Utility extension work waterward of Ordinary High Water (OHW) includes running and installing new power and water lines to the underside of the existing pier platform and gangway, as well as running the power and water lines through the existing conduit runs on the floats. Work waterward of OHW will occur either from a barge platform or from the dock surface. Utility pedestals will be installed on the dock surface and will be secured using power and hand tools.

Installation of the new payment kiosk will occur waterward of OHW on the existing pier platform using both power and hand tools. The exact location of the kiosk will be determined in the field during installation but will likely be installed adjacent to the gangway.

The gangway's solid surface decking will be replaced with composite grated decking with 70% open space to minimize intertidal shading. Installation of grated decking will reduce nearshore shading by 210 square feet relative to the existing condition.

2 Methods

2.1 Primary Data Source and Supporting Information

All primary data sources and supporting information in the existing HAMPs can be applied to this Project (Grette Associates 2012, 2013).

2.2 Site Assessment

The site assessment described in the 2013 HAMP (Grette Associates 2013) can be generally applied to this Project. It should be noted that there are elements of this Project that will extend farther waterward than the kayak rack project (e.g., power and water upgrades to the dock), but there will be no alteration of footprint or disturbance to adjacent aquatic areas. All Project activities will occur within the existing footprint of the pier, gangway, and dock. No new in-water structures are proposed.

3 Analysis of Critical Fish and Wildlife Habitat Areas

Section 3 sub-section headings of the existing HAMPs differ between the 2012 and 2013 documents. However, both documents describe existing site conditions, critical fish and wildlife habitat, upland and marine vegetation, overwater structures, fish, and wildlife. The proposed Project is consistent with the descriptions of all Section 3 sub-sections of the existing HAMPs (Grette Associates 2012, 2013).

4 Description of Critical Fish and Wildlife Habitat Areas

4.1 Potential Effects

4.1.1 Uplands

The proposed Project will result in the temporary disturbance (i.e., excavation) of two narrow trenches in the uplands of Skansie Brothers Park to facilitate the extension of power and water lines to Jerisich Dock. Disturbance will be minimized by limiting excavation to the minimum depth and width necessary for installation of the utility lines. Excavated trenches will be backfilled and restored to pre-construction conditions as soon as possible following power and water line installation. Proper erosion control measures will be employed to minimize potential impacts of upland disturbance to adjacent aquatic areas. No direct impacts to fish or marine wildlife species are anticipated from upland construction activities.

4.1.2 Marine

The proposed Project waterward of OHW will occur entirely within the existing footprint of Jerisich Dock, gangway, and pier platform. No new in-water structures are proposed. New power and water lines will be installed on the underside of the pier platform and gangway and within the existing conduit runs of the Jerisich Dock floats. In addition, the payment kiosk will be installed on the pier platform surface (above OHW), and will not result in increased nearshore shading or other adverse impacts to the adjacent aquatic habitat. Finally, the solid wood plank gangway surface will be replaced with a grated decking surface. This will benefit the adjacent

aquatic habitat by reducing nearshore shading. Potential impacts of construction activities waterward of OHW are limited to minor disturbance during construction activities and potential water quality impacts associated with potential spills, leaks, and/or releases during utility line and kiosk installation. Due to the high level of development in the vicinity of the Project area, any disturbance caused by construction activities is expected to be similar to background levels of disturbance. Potential impacts will be further minimized by strict adherence to Project best management practices (BMPs; see below).

4.2 Mitigation Measures

The following BMPs are designed to avoid and minimize impacts to critical fish and wildlife habitats and shall be implemented during the construction phase of the Project:

- Upland trench excavation will be limited to the minimum width and depth necessary for water and power line installation.
- Upland trenches will be backfilled and restored to pre-construction conditions as soon after power and water line installation as possible to minimize erosion potential.
- Proper erosion control measures (e.g., geotextile, fiber rolls, etc.) will be used to avoid water quality impacts (i.e., turbidity) to the adjacent aquatic habitat during upland trench excavation.
- If a barge is used during power and water line installation below the pier and/or gangway, the barge will be positioned so that it does not ground out or otherwise affect nearshore intertidal habitat.
- Hand-operated power tools and non-mechanized hand tools will be used for installation of the utility lines, payment kiosk, and utility pedestals waterward of OHW to minimize potential disturbance to the adjacent aquatic habitat.
- Care will be taken to ensure that concrete dust and/or drill water resulting from the installation of the payment kiosk and utility pedestals will not be allowed to enter Waters of the State.
- In the unlikely event of a spill, release, or discharge of oil, fuel, or chemicals into the water, immediate corrective actions will be taken including containment, cleanup, and proper disposal of any spilled material and used cleanup material. The cause of the spill shall be assessed and appropriate action will be taken to prevent further incidents or environmental damage.
- The Contractor will have a spill containment kit, including oil-absorbent materials on site to be used in the event of a spill or if any oil product is observed in the water.
- All construction-related debris will be captured and will not be allowed to enter the adjacent aquatic habitat.

5 Habitat Management Plan

5.1 Effects on Critical Fish and Wildlife

The Project is consistent with the conclusions in the existing HAMPs for effects on critical fish and wildlife habitat (Grette Associates 2012, 2013). The Project is not anticipated to affect federal or state endangered, threatened, or sensitive species, old-growth forests, snag-rich areas,

roosting areas, shellfish areas, kelp, eelgrass beds, forage fish spawning areas, lakes, wetlands, streams, or preservation/conservation areas.

5.2 Management Recommendations

This Project will comply with all city, state, and federal construction regulations and permit conditions, as applicable.

5.3 Proposed Mitigation Measures

Construction impacts will be avoided and/or minimized during the Project by following all of the BMPs identified in Section 4.2. Standard environmental spill response measures will be in place.

5.4 Evaluation of the Effectiveness of the Mitigation Methods

Construction inspections will be conducted regularly by the project manager to ensure the Project is in compliance with all city, state, and federal permit conditions, as applicable.

5.5 Ongoing Management Practices

As no long-term impacts or effects to critical fish and wildlife and their habitats are anticipated to result from the Project, no ongoing management practices are proposed.

5.6 Project Impacts on Crescent or Donkey Creek

The Project is not located adjacent to Crescent or Donkey Creek and will have no effect on the water quality of either creek.

5.7 Effects on Anadromous Fish Habitat

Per GHSMP 6.2.5.23(10)(a), project activities shall occur only during allowable work windows as designated by WDFW for the applicable species. WDFW's general approved work window for anadromous fish species within Gig Harbor is June 15 through March 14. Project construction activities that occur waterward of OHW are scheduled to be completed prior to June 1, 2015 and thus will occur outside of the approved work window.

However, based on the proposed construction activities waterward of OHW, no effect to anadromous fish habitat will occur as a result of this Project. The construction activities waterward of OHW will consist of running and installing new power and water lines to the underside of the existing pier platform and gangway, as well as running the power and water lines through the existing conduit runs on the floats. No new in-water structures are proposed. Work waterward of OHW will occur either from a barge platform or from the dock surface. In the event that a small barge is necessary to complete the overwater work, minor aquatic shading will occur. This shading would be temporary and would not adversely affect anadromous fish habitat conditions, specifically aquatic vegetation or foraging opportunities. Barge use during this Project would be anticipated to last no more than several days.

The timing of project construction will be addressed in coordination with the WDFW Area Habitat Biologist. If applicable, the project will be required to comply with the conditions in the Hydraulic Project Approval issued by WDFW, including construction timing.

6 Gig Harbor Municipal Code 18.10.100 (FEMA Compliance)

This section has been prepared to satisfy the requirements of GHMC 18.10.100 to determine the effects of the Project on species and critical habitats regulated under the Endangered Species Act (ESA). This section is included in the HAMP due to the Project location, which is partially within a FEMA special flood hazard area (i.e., Puget Sound).

6.1 Take Analysis

The proposed Project will have *no effect* on federally-listed species and critical habitats. Project activities waterward of OHW will occur entirely within the footprint of existing overwater structures (pier, gangway, and dock), and no in-water construction activities or structures are proposed. Disturbance during construction is expected to be similar to background activity and disturbance levels. Any potential water quality impacts resulting from incidental spills or minor turbidity from upland excavation will be avoided or minimized by adhering to Project BMPs. The Project will also benefit the nearshore aquatic environment by reducing nearshore shading through the replacement of an existing solid plank gangway with a grated gangway surface. The proposed Project will not result in “take” of listed species or degrade critical habitat.

6.2 Conservation Measures

The Project will not result in removal of native vegetation, permanent disturbance to riparian areas, or other indirect impacts to habitats or species. As such, no conservation measures are proposed beyond the BMPs outlined in Section 4.2.

6.3 Determination of Effect

The determinations of effect for the Jerisich Dock Power and Water Upgrade project are provided in Table 1.

Table 1. Species effect calls for the Project.

Species	Effects Determination
Puget Sound Chinook salmon	No Effect
Puget Sound steelhead trout	No Effect
Puget Sound rockfish ¹	No Effect
Southern Resident killer whale	No Effect
Coastal-Puget Sound bull trout	No Effect
Marbled murrelet	No Effect

¹Bald eagle was delisted in July 2007. Steller sea lion was delisted in November 2013.

²Listed Puget Sound rockfish include bocaccio (*Sebastes paucispinis*), canary (*S. pinniger*), and yelloweye (*S. ruberrimus*) rockfish.

Humpback whale (*Megaptera novaeangliae*) and leatherback sea turtle (*Dermochelys coriacea*) also occurred on the National Marine Fisheries Service (NMFS) species list for Puget Sound waters. However, these species are highly unlikely to occur in Gig Harbor.

7 Buffer Requirement

Pursuant to GHSMP 6.2.5.23(5), an undisturbed buffer is required to mitigate Project impacts to critical fish and wildlife habitat. However, as described in Section 5.1, no impacts to critical fish and wildlife habitat are anticipated as a result of the Project. In addition, the site is completely developed and lacks native riparian vegetation. The Project will temporarily disturb a small area of the developed uplands during utility line trench excavation, but Project BMPs will be strictly enforced to ensure that potential short term impacts are minimized. The upland disturbance area will be restored to pre-construction conditions following utility line extension, and there will be no long term impacts of the Project above or below OHW. Since no impacts to critical fish and wildlife habitat will occur, it is requested that the buffer requirement be waived for the Project.

8 Not Net Loss Analysis

This section has been prepared to satisfy the requirements of GHSMP 6.2.2(1) to ensure that the proposed Project will result in no net loss of shoreline ecological functions and processes. Shoreline ecological functions considered in this analysis include marine riparian habitat, banks, bluffs, beaches, backshore, critical saltwater habitat, wetlands, and streams. Ecological processes that have been evaluated in this analysis include erosion and accretion, sediment delivery, transport and storage, and large woody debris recruitment.

8.1 Shoreline Ecological Functions

The proposed Project will have no effect on the shoreline ecological functions described above. The Project area lacks marine riparian habitat, natural banks, bluffs, beaches, backshore, wetlands and streams. The intertidal mudflat habitat waterward of the existing bulkhead may constitute critical saltwater habitat. However, the Project will not impact this area. All proposed construction activities waterward of OHW will occur within the footprint of existing overwater and in-water structures including the pier, gangway, and dock. Construction activities waterward of OHW will occur either from a barge platform or from the dock surface. Work will be completed using handheld power tools and other non-mechanized hand tools. The Project may benefit intertidal and shallow subtidal habitats in the vicinity of the Project through the replacement of a solid plank gangway surface with grated decking. Any potential impacts of the Project (e.g., disturbance, water quality impacts) would be localized, temporary, and so minimal as to be considered negligible, and would be further minimized by adherence to Project BMPs.

8.2 Shoreline Ecological Processes

The proposed Project will have no effect on the shoreline ecological processes described in Section 8 above. The shoreline within and surrounding the Project area is highly modified with vertical bulkheads, extensive overwater and in-water structures (e.g., piers, docks, pile), and developed uplands, and performs few natural shoreline processes. The Project will not affect or in any way alter the existing shoreline processes in the vicinity of Jerisich Dock. All work

waterward of OHW will occur within the footprint of existing structures, and upland power and water lines will be installed below grade. The uplands will be restored to their pre-construction condition following power and water line installation. No new in-water structures or activities are associated with the Project.

Overall, the Project will not affect shoreline ecological functions or processes. Therefore, the Project satisfies the no net loss requirement of the Gig Harbor SMP.

9 References

- Grette Associates, LLC (Grette Associates). 2012. Jerisich Dock Float Extension; City of Gig Harbor Habitat Management Plan. Prepared for City of Gig Harbor. September 4, 2012.
- Grette Associates, LLC (Grette Associates). 2013. Kayak Rack Storage; Gig Harbor Canoe & Kayak Club; Habitat Assessment and Management Plan. Prepared for Gig Harbor Canoe & Kayak Club. November 1, 2013.



Business of the City Council
City of Gig Harbor, WA

Subject: Ancich Upland Park Development & Ancich Netshed Restoration Project – Professional Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute a Professional Services Contract with PND Engineers, Inc., in an amount not exceed \$514,165.00 for performing design and permitting services for the Ancich Upland Park and Ancich Netshed Restoration projects.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E. *EA 11.17.15*

For Agenda of: November 23, 2015

Exhibits: Professional Services Contract and Exhibits

	Initial & Date
Concurred by Mayor:	<i>JA 11/17/15</i>
Approved by City Administrator:	<i>DAW 11/17/15</i>
Approved as to form by City Atty:	<i>per email 11.17.15</i>
Approved by Finance Director:	<i>DF 11/17/15</i>
Approved by Public Works Director:	<i>AW 11/17/15</i>
Approved by City Engineer:	<i>EA 11-17-15</i>

Expenditure Required	\$514,165 (see Fiscal Consideration)	Amount Budgeted	\$1,700,000 and \$845,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City completed a visioning process in 2013 to recommend appropriate uses for Ancich Waterfront Park. Resolution No. 949 was adopted on December 9, 2013, formalizing the recommendations resulting from the visioning process. Following the visioning process, the Ancich Waterfront Park stakeholder committee met several times to refine the recommendations and develop a conceptual design that was used in two grant applications submitted for the park portion of the project. The City also obtained preliminary structural recommendations for the Ancich Netshed and associated structures and submitted a third grant application specifically for the netshed restoration.

The City was awarded a total of two grants for the project (out of three applications); one in an amount of \$500,000 for the upland park development and another in an amount of \$662,000 for the netshed restoration.

This fall, Engineering prepared a Request for Proposals (RFP) to obtain professional services for the design and permitting of both projects and advertised the RFP. Proposals were received from four consultants. The selection committee interviewed three firms and selected PND Engineers, Inc., as the most qualified for the work.

This contract will provide professional services for the design and permitting for both the Ancich Upland Park Development and the Ancich Netshed Restoration projects. The projects have been

combined into a single contract with the contract set up to bill each project separately.

FISCAL CONSIDERATIONS

The 2015/16 City Budget has \$1,700,000 programmed for the Ancich Upland Park and \$845,000 for the Ancich Netshed Restoration, both in the Parks Development Fund. The contract amount of \$514,165.00 is for both projects, and is broken down in the contract as follows: \$338,194 for the Park portion and \$175,971 for the Netshed portion. The amounts budgeted are sufficient to cover the proposed expenditures for this contract.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Professional Services Contract with PND Engineers, Inc., in an amount not exceed \$514,165.00.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PND ENGINEERS, INC**

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

RECITALS

WHEREAS, the City is presently engaged in designing improvements for Ancich Upland Park Improvements & Netshed Restoration 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 Five Hundred Fourteen Thousand One Hundred Sixty Five Dollars and No Cents (\$514,165.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **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 2018; provided however, that additional time shall be granted by the City for excusable days or extra work.

4. **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.

5. **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.

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

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 attorneys 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, including the duty and cost to defend, 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. 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 on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

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

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

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
PND ENGINEERS, INC
ATTN:
Jon B. Keiser
Principal in charge
Vice President

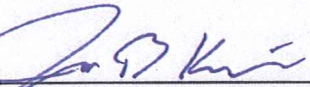
City of Gig Harbor
ATTN: Emily Appleton
Senior Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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 16th, 2015.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: VICE PRESIDENT
JON B KEISER

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF GIG HARBOR
ANCICH PARK, PIER AND NETSHED RESTORATION
November 17, 2015

EXHIBIT A
SCOPE AND FEE PROPOSAL

1 INTRODUCTION

This scope of work describes the services to be performed by PND Engineers, Inc. (PND) and the subconsultants described herein for the City of Gig Harbor's Ancich Park, Pier and Netshed Restoration Project (Project) in Gig Harbor, Washington. PND has identified in the following sections as scope of work including: tasks, assumptions, a preliminary schedule, and deliverables.

2 PURPOSE

The purpose of the Project is to assess park and pier design alternatives, refine the design alternatives based on input from the Ancich Waterfront Park Ad-Hoc Committee, assist with permitting, and produce construction documents to improve Ancich Park, Ancich Pier and restore the netshed building. Major project elements include:

1. Evaluate alternatives for stabilizing approximately 120 lineal feet of shoreline with either a slope protection or bulkhead structure;
2. Earthwork necessary to regrade the park;
3. Retaining walls supporting paths and landscaping;
4. Improve vehicular access to netshed building and pier;
5. Landscape, pedestrian access, and urban design elements;
6. Potable water and electrical utilities;
7. Replacement of the pile-supported pier with new overwater structure;
8. Structural retrofit of existing netshed building meeting minimum code requirements for warehouse; and
9. Design of overlook structure and storage area (below). The City is still exploring different options for this concept, but is assumed to be a 2 story, 2,000-3,000 square foot structure.

The project will be funded with two separate grants for the park and the netshed, respectively.

3 SCOPE OF WORK

3.1 TASK 100- PROJECT KICKOFF

Task 100 supports work for both Ancich Park and the Netshed. Each work item listed below is represented in the fee section for Ancich Park and the netshed respectively.

Research and Coordination. PND, Rolluda Architects (building architect) and Hough Beck & Baird Inc. (HBB) will obtain any available previous survey information including property lines, topographic and utility mapping required. The team will review available geotechnical data, environmental field studies, as-built drawings of existing structures and structural assessments. A plan will be developed to verify necessary field data while minimizing the overlap with the previous documents.

Kickoff Meeting and Site Assessment. PND, HartCrowser, Architect and HBB will attend a kickoff meeting with the City and the project team in the first week of November at the City of Gig Harbor. The purpose of the meeting will be to discuss: design tasks, deliverables, future meeting dates, permit implications, team member roles and desired schedule.



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Site Survey. APS will perform the field survey of the existing ramp and adjacent areas. Property lines will be verified, underground utilities in the vicinity of the ramp located and bathymetry in the area of the existing area will be collected. APS will transmit a stamped survey and electronic basemap to PND.

PND will also perform initial assessment of the existing bulkhead, pier and netshed. We have the Sitts and Hill report, but will need photos, dimensions and an understanding of the site to begin design. We will also double check nearby utilities and adjacent structures and meet with the City's Public Works Department to obtain front end documents.

Deliverables

- Memorandum summarizing understanding of existing information and recommendations for further investigations.

Schedule

- Field studies will start in November 2015. Deliverables will be made by December 31, 2015.

3.2 TASK 200- PROJECT MANAGEMENT

Task 200 supports work for both Ancich Park and the Netshed. Each work item listed below is represented in the fee section for Ancich Park and the netshed respectively.

Monthly Invoicing, Reporting and Phone Calls. This task will include tracking budgets and updating the schedule on a weekly basis. It will also involve invoicing, managing subcontractors, and verifying implementation of all in-house quality control guidelines. Assignment of tasks and schedules to individuals and subconsultants responsible is also important to good project management and will be performed by the project manager on a regular basis.

Deliverables

PND will provide monthly status reports submitted with invoicing summarizing project activity.

Schedule

Management will be required from Notice to Proceed (NTP) and continue until project completion.

3.3 TASK 300- CONCEPTS AND PRESENTATIONS

Task 300 supports work for both Ancich Park and the Netshed. Each work item listed below is represented in the fee section for Ancich Park and the netshed respectively.

Concept Drawings. A base map will be developed for project design including information from the site visit combined with existing data. The final base map will include existing topography, utilities and structures. PND will develop two to four conceptual plan and section concepts for each of the individual elements:

1. Park, overlook and bulkhead;
2. Pier and netshed(two concepts); and
3. Covered shelter

The concept drawings will consider a variety of construction materials, footprints and use. Initial design will be performed to determine necessary dimensions and member sizes and construction cost estimates. Harbor Power Engineers (HPE) and the building architect will be assisting on electrical and building



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architectural scope respectively. HBB and the building architect will assist with the landscaping and architecture of the building. Concepts will be presented a color-rendered plan view, up to two sections per concept and photo examples representing key elements of each concept.

Concept Analysis Report. The concepts will be submitted along with a technical memorandum describing all the park and netshed restoration concepts. We will present pros and cons of each, construction cost estimates, permitting challenges or advantages, and recommendations.

Stakeholder and Community Meetings. PND will prepare presentations, travel to site and present concepts in a stakeholder, Ancich Waterfront Ad-Hoc Committee, community, and City Council meeting in Gig Harbor led by PND and HBB. Meetings with each group will be held to review the initial design concepts and the final preferred concept.

Deliverables

Concept Analysis report

(8) 30% level drawings

Three power point presentations for the stakeholders, community and City Council respectively.

Schedule

The concepts analysis report will be issued in January 2016.

The meetings will be held in February 2016.

3.4 TASK 400– ENVIRONMENTAL PERMITS

Task 400 supports work for both Ancich Park and the Netshed. Each work item listed below is represented in the fee section for Ancich Park and the netshed respectively.

Pre-application Coordination. It is standard practice for PND to make initial contact with each agency that has jurisdiction over the proposed work. The initial coordination effort will verify which of the proposed alternatives may qualify for exemption from certain permit requirements. Coordination effort includes one site meeting with agencies.

Local, State and Federal Permit Applications. PND will act as permitting agent on behalf of the City to coordinate directly with the agencies and prepare complete applications as required. Because the concept to be permitted is as yet undetermined, for the sake of scoping this work, PND has assumed that all permits would be required and no exemptions would be granted. Each agency has unique submittal requirements and review processes. PND will make every effort to develop supporting documentation and drawings that can be utilized by multiple jurisdictions. The following permits may be required depending on the final scope of improvements and whether that scope is determined to be jurisdictional under local, state and federal review:

- Joint Aquatic Resources Permit Application (JARPA):
 - U.S. Army Corps of Engineers Section 10 and/or Section 404
 - Washington Department of Fish and Wildlife Hydraulic Project Approval
 - Coastal Zone Management Consistency
 - Department of Ecology Section 401 Water Quality Certification
 - Shoreline Substantial Development permit
 - Department of Natural Resources approval (required under tidelands lease)
- Checklist for State Environmental Policy Act (SEPA) determination
 - Historical section 106 review



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- Local
 - Shoreline
 - Building
 - Grading
 - Site planning review
 - Critical areas and no net loss review
 - Design Review Board

Environmental Field Studies HartCrowser and Historical Research Associates (HRA) will perform the field studies outlined in the attached respective proposals.

Permit Support. PND will provide post-submittal support during review of the above permits. We will provide written responses to answer all project concerns in a timely and professional manner. One round of permit drawing revisions is included.

Deliverables

PND will provide the following deliverables for each permits described above:

- Macrovegetation Survey Results;
- Biological Evaluation;
- Archeological Assessment;
- Permit Application Documents;
- Final Permits
- Shoreline Master Program
- Shoreline No Net Loss Analysis

Schedule

See attached project schedule.

Permitting can begin as soon as PND receives NTP and will be an ongoing effort through the design. We anticipate the Corps permit to be the critical path item because of the lengthy review period. The duration of permitting is further affected by the design concept. Duration of permit review can be unpredictable. It is understood that permit approvals are desired by July 2017.

3.5 TASK 500- GEOTECHNICAL

Task 500 supports the evaluation of geotechnical conditions, background geotechnical research, a field geotechnical investigation and recommendations for structures and site improvements in Ancich Park and the netshed. Costs are associated with both portions of the project.

Review Existing Studies, Plan for Drilling. At the outset of the project, PND will review available geotechnical background data. This will include background research with USGS and DNR on geology and seismic parameters, research on adjacent structures, and any geotechnical reports in the vicinity.

Field Work.

Prior to start of drilling the Cultural Resources survey must be completed. Then, PND will located the proposed boreholes with paint marks; contact public and private utility locate companies to verify utility locations. The geotechnical field engineer will verify that all utility locations have been completed prior to drilling.



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PND will subcontract through Cascade Drilling to supply and operate a truck-mounted hollow-stem auger drill rig to complete the borings (see attached fee proposal). PND will identify the borehole locations and other pertinent information so that Cascade Drilling may file necessary paperwork with the State of Washington prior to the start of drilling. PND initially proposes to drill three boreholes at the project site using mud rotary techniques. Near the east and west entrances to the site PND will drill two, 50-foot boreholes and on the upland adjacent to the pile-support building PND will drill one, 80-foot borehole. Where drilling characteristics and soil conditions reveal dense soils the boreholes may be terminated at shallower depths depending on the type of structures in the vicinity of the boreholes. This will be determined by the geotechnical Engineer of Record.

The drilling will be monitored on a full-time basis by a PND field engineer. Standard Penetration Test (SPT) samples will be obtained at 2½- to 5-foot vertical intervals in the boring. Borehole logs will be prepared during excavation. Samples will be collected for analysis in the laboratory.

Soil cuttings generated during on land drilling will be stored in 55-gallon steel drums and sealed for transport and disposal by Cascade Drilling to a legal upland disposal site. Environmental field screening on soil samples will not be performed.

PND will subcontract laboratory testing based on representative soil samples obtained from the borings to characterize the soil conditions. Such tests may include moisture content, grain-size distribution, and Atterberg limits (plasticity characteristics) of the soils.

It should be noted that an offshore geotechnical investigation is not proposed at this time. PND will research adjacent property geotechnical information and perform an upland geotechnical investigation. If sufficient information is available it is likely that a more extensive offshore investigation may not be needed. PND will discuss this further with the City as work progresses.

Reduce Data and Prepare Geotechnical Report. After completion of the data collection, field geotechnical program and analysis, PND will prepare a geotechnical report. The report will present our findings and recommendations for the infrastructure design. At a minimum the report will summarize:

- Local and regional site conditions, historic subsurface information, climatic information and geologic background.
- Location and vicinity maps.
- Final borehole logs.
- Laboratory data.
- Photos from geotechnical investigations.
- Provide recommendations for seismic design in accordance with the 2009 International Building Code (IBC), UFC 3-310-01 and UFC 3-310-04. We will evaluate the site for seismic hazards including liquefaction and lateral spreading. A site-specific response analysis will not be performed as part of this scope.
- Previous geotechnical investigations and pile driving logs in proximity of the project will be summarized where available.
- Results of laboratory tests conducted.
- Site characterization and recommendations for design.

Deliverables

PND will provide the following deliverables:

- Geotechnical Base Map- Drawing in AutoCAD® format showing the location of all PND test pits and previous subsurface investigations.



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- Geotechnical Report- The final geotechnical report will included the data and recommendations detailed in scope of work.

Schedule

The geotechnical background data gathering can begin immediately after PND receives NTP. It will be late November before drilling can be accomplished based on availability of the drill rig and crew. Analysis of the data can begin one week after the investigation begins. The final report can be delivered approximately four weeks after field work is late December 2015.

3.6 TASK 600-PLANS SPECIFICATIONS AND ESTIMATES (PS&E)

Task 500 supports work for both Ancich Park and the Netshed. Each scope with utilize the tasks below is separated in the fee section.

Engineering. The purpose of this task is to engineer the structural building members, foundations surfacing, pilings, landscape, urban design, grading and walls, if necessary. Work under this task includes structural calculations, sketches, and iterative design of site geometry and details.

PS&E Submittals. PND will prepare four sets PS&E documents for both the park and netshed projects separately on 11x17 plan sets. Engineer's estimate and CSI formatted specifications (2004 format) will be prepared at each design level. Upon final submittal, stamped drawings will be provided in both original AutoCAD and .PDF format. A summary of the PS&E submittals to be provided is provided below:

- 35% Submittal
- 65% Submittal
- 95% Submittal
- Final Bid package

Design Review Meetings. PND, HBB and the building architect will travel to Gig Harbor for an initial pre-application meeting with the City's design review board (DRB) where the team will seek feedback on a preliminary design for the project. Two additional in-person meetings with the design team and the DRB will be scheduled at 60% and 90% review levels taking place during the DRB's regularly scheduled bi-monthly meetings. During these meetings we will present the design, collect comments, track them and incorporate into the next design set accordingly.

HBB, HPe and the building architect will perform landscape architectural, electrical and building architectural work as outlined in their respective proposals and/or fee estimates.

Deliverables

PND will provide the following Deliverables:

- PS&E Documents- Delivered at each submittal level.
- Final Bid Documents.

Schedule

See attached project schedule.



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3.7 TASK 700- MANAGEMENT RESERVE

Task 700 support both the Ancich Park and the Netshed. The consultant will perform other tasks and provide other deliverables necessary to complete the project upon written direction by the City.

3.8 TASK 800- BID AND CONSTRUCTION SUPPORT (Contemplated future work – not authorized under this contract)

Task 800 support both the Ancich Park and the Netshed. The scope of work for each sub-task is described below with the corresponding fee for the task identified in Section 4. This work is contemplated to occur during the construction phase. No activity or invoices will be charged to this task unless the City and the consultant execute a contract amendment for the work in Task 800 or a portion of the work is authorized under Task 700.

Bidding Assistance and Meetings. PND will provide support to the City while each bid is prepared. We will respond to questions that arise and prepare addendums as necessary. Final bids will be reviewed we will make a recommendation for award.

Submittals and Requests for Information (RFI). PND will review cut sheets, shop drawings, and construction sequencing documents from the Contractor. We will verify conformance with the contract documents and return to the Contractor to corrections are required. PND will provide support to the City by responding to the Contractor's RFIs. Supplemental sketches, product cut sheets and written clarifications to the contract documents will be delivered as required. Issues resulting in changes to the contract documents are excluded from this scope.

On-site Quality Assurance. PND will provide one full-time engineer on the construction site for four weeks supporting work on the netshed and pier. PND will provide weekly interim inspections supporting the park project. The engineer will act as the Client's representative on site to ensure conformance with the Contract Documents. PND's engineers are certified welding inspectors and have extensive experience with pile driving and cast-in-place concrete work. Any errors, anomalies, and other deviations from the contract documents will be reported to the Owner and the PND's Principal-in-Charge immediately. The on-site engineer will prepare and submit daily reports summarizing construction activities.

Deliverables

PND will provide the following Deliverables:

- Written Bid Addendums, if necessary.
- Submittal Responses
- RFI Responses
- Daily Observation Reports

Schedule

See attached project schedule.



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4 FEE

PND proposes to perform the scope on a time and materials basis not to exceed the amounts below:

Task	Ancich Park Budget	Netshed and Pier Budget	Total Contract Amount
100	\$15,226	\$11,704	\$26,930
200	\$22,211	\$11,959	\$34,170
300	\$48,795	\$32,462	\$81,257
400	\$33,134	\$30,070	\$63,204
500	\$15,599	\$15,599	\$31,198
600	\$190,729	\$61,677	\$252,406
700	\$12,500	\$12,500	\$25,000
TOTAL	\$338,194	\$175,971	\$514,165
800 ^{1,2}	\$57,126	\$40,989	\$98,115

¹ Not authorized under this contract. See Section 3.8 Task 800 scope description.

² Contemplated future work – not authorized under this contract.

Tasks 100 through 600 will commence at notice to proceed. A separate notice to proceed will be issued for tasks 700 and 800.

5 ASSUMPTIONS

- City of Gig Harbor is the SEPA Lead Agency.
- The three parcels that comprise the subject site consist of both uplands and tidelands, including those located adjacent to the failed bulkhead located along the site’s shoreline frontage.
- Three boreholes will be drilled.
- The finished netshed structure will be an open, restored structure, but without occupancy. Some lighting is included, but no HVAC or plumbing.
- All Work associated with the contract will be completed by March 2018.
- The City is responsible for payment of all permit review fees. The City will coordinate directly with Tribal parties, if necessary.
- The City will coordinate any tideland lease negotiations with and DNR, if necessary.
- Contractor will secure construction permits such as demolition and NPDES as necessary.
- City will provide all meeting notices, invitations, distribution, website updates and summaries of comments received.
- The upland building is a two story daylight basement structure with concrete load bearing members in the basement and timber above.
- Subconsultants will be marked up at 4%.
- RCW 4.24.115 is the governing law for indemnification for this contract.

6 EXCLUSIONS

The following items are excluded from this Scope of Work and are not included in the cost estimate.

- Construction quality control.
-
- HVAC, plumbing or any interior finishing of the netshed structure.
- Finite element analysis of any buildings



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- Permit fees
- Pay request review
- Onsite design review meetings or presentations after the concepts phase

If requested, PND will provide services which are outside the scope of those described services on a time and materials basis in accordance with our current standard rate schedule and our expenses on a monthly basis. Fees for work in future phases will be determined after the full scope of services is identified.

PRELIMINARY SCHEDULE

- NTP- 10/26/2015
- Field Studies commence 11/15/2015
- Base map and field reporting complete 1/15/2016
- Submit 30% Concept analysis report 3/1/2016
- 60% design 5/20/2016
- Submit Permits 7/22/2016
- 90% design 9/2/2016
- Permits in hand 7/28/17
- Produce bid documents 8/28/2017
- Bid 9/4/2017
- Award 10/2/2017
- Begin construction Mid Nov 2017 (fish window)
- In water work complete Feb 2018
- All contract work complete April 2018

Exhibit B
ANCICH PARK FEE PROPOSAL

	Senior Engineer VII \$ 180	Senior Engineer III \$ 135	Senior Eng I \$ 115	Senior Env Scientist \$ 150	CAD V \$ 95	Technician V \$ 105	Total Hours	Total \$
100 PROJECT KICKOFF								
Research and Coordination	4	4	8			2	18	\$ 2,390
Kickoff Meeting and Site Assessment	5	5						\$ 1,575
Subconsultants								
HBB quote +4%								\$ 2,003
APS Survey+4%								\$ 4,127
Architect quote+4%								\$ 1,518
HartCrowser quote +4%								\$ 3,588
Expenses								
Reimbursable Expenses- Travel and Per Diem (1/2 trip)								\$ 25
SUBTOTAL	9	9	8	0	0	2	18	\$ 15,226
200 PROJECT MANAGEMENT								
Monthly Invoicing, Reporting and Phone calls	20	50				13	83	\$ 11,715
Subconsultants								
HBB quote +4%								\$ 9,352
HartCrowser quote +4%								\$ 1,144
Expenses								
Reimbursable Expenses- Travel and Per Diem								0
SUBTOTAL	20	50	0	0	0	13	83	\$ 22,211
300 CONCEPTS AND PRESENTATIONS								
Bulkhead and Park Drawings	2	8	12	2	10		34	\$ 4,070
Concept alternatives memo 2 pages	1	4	4	1		2	12	\$ 1,540
Prepare for presentations	4	10	10			2	26	\$ 3,430
Community Meetings (4 day trips split between park and pier)	16	16					32	\$ 5,040
Subconsultants								
HartCrowser quote +4%								\$ 3,848
HBB quote +4%								\$ 15,085
Architect quote+4%								\$ 15,683
Expenses								
Reimbursable Expenses- Travel and Presentation 2 trips								\$ 99
SUBTOTAL	23	38	26	3	10	4	104	\$ 48,795

400 ENVIRONMENTAL PERMITS									
Pre-Application Coordination and (1) meetings	4	4		4			12	\$	1,860
JARPA Permit and support	1	2		15			18	\$	2,700
SEPA Checklist and wetland issues		1		8			9	\$	1,335
Local grading plan and building permit, etc.		1		1			2	\$	285
Shoreline permit, critical ordinance and support	1	1		6			8	\$	1,215
Subconsultants									
Environmental field studies HC quote +4%								\$	15,314
Architect quote+4%								\$	1,248
HRA quote +4%								\$	9,177
Expenses									
Reimbursable Expenses- Travel and Per Diem								0	
SUBTOTAL	6	9	0	34	0	0	49	\$	33,134
500 GEOTECHNICAL								\$	-
Review Existing Studies Plan for Drilling	2		16					\$	2,200
Field Work	8		20					\$	3,740
Reduce Data and Prepare Geotechnical Memo	4	2	10		4			\$	2,520
Subconsultants									
Drilling sub								\$	5,847
APS utility locate								\$	45
Expenses									
Reimbursable Expenses- Travel and Per Diem (10 trips)								\$	247
Laboratory Analysis								\$	1,000
SUBTOTAL	14	2	46	0	4	0	0	\$	15,599
600 PLANS, SPECIFICATIONS AND ESTIMATES									
Engineering	8	20	60			7	95	\$	11,775
35% Plans and Estimate in Support of Permits	10	10	40		40	0	100	\$	11,550
65% PS&E	10	30	80		60	0	180	\$	20,750
95% PS&E	10	30	80		60	0	180	\$	20,750
Final IFC Package	10	10	20		20	26	86	\$	10,080
(3) meetings with DRB	4	12	12			12	40	\$	4,980
Subconsultants									
HPE quote +4%								\$	14,560
Architect quote+4%								\$	64,405
HBB quote +4%							0	\$	31,842
Expenses									
Reimbursable Expenses- Travel and Per Diem (3 trips split)									\$37
SUBTOTAL	44	92	232	0	180	38	586	\$	190,729

700	MANAGEMENT RESERVE								\$	12,500
	TOTAL	128	240	512	37	194	65	1,100	\$	338,194
800 ^{1,2}	BID AND CONSTRUCTION SUPPORT (Contemplated future work – not authorized under this contract)									
	Bidding Assistance and Meetings (2)	4	20	40			8	72	\$	8,860
	Submittals and RFI's	8	20	40				68	\$	8,740
	Onsite Quality Assurance			120				120	\$	13,800
	Reimbursable Expenses- Travel and Per Diem							0	\$	1,200
	Subconsultants									
	HBB quote +4%								\$	10,378
	Architect quote+4%								\$	6,739
	HPE quote+4%								\$	5,200
	Expenses								\$	-
	per diem @ \$61								\$	1,220
	Reimbursable Expenses- Travel and Per Diem (40 trips)								\$	989
	SUBTOTAL	12	40	200	0	0	8	260	\$	57,126

¹ Not authorized under this contract. See Section 3.8 Task 800 scope description.

² Contemplated future work – not authorized under this contract.

Exhibit B
NETSHED AND PIER FEE PROPOSAL

	Senior Engineer VII	Senior Engineer III	Senior Eng I	Senior Env Scientist	CAD V	Technician V	Total Hours	Total \$
	\$ 180	\$ 135	\$ 115	\$ 150	\$ 95	\$ 105		
100 PROJECT KICKOFF								
Research and Coordination	4	4	8			2	18	\$ 2,390
Kickoff Meeting and Site Assessment	5	5						\$ 1,575
Subconsultants								
HBB quote +4%								\$ -
APS Survey+4%								\$ 4,127
HartCrowser quote +4%								\$ 3,588
Expenses								
Reimbursable Expenses- Travel and Per Diem (1/2 trip)								\$ 25
SUBTOTAL	9	9	8	0	0	2	18	\$ 11,704
200 PROJECT MANAGEMENT								
Monthly Invoicing, Reporting and Phone calls	15	50				13	78	\$ 10,815
Subconsultants								
HBB quote +4%								\$ -
HartCrowser quote +4%								\$ 1,144
Expenses								\$ -
Reimbursable Expenses- Travel and Per Diem (1/2 trip)								0
SUBTOTAL	15	50	0	0	0	13	78	\$ 11,959
300 CONCEPTS AND PRESENTATIONS								
Netshed drawings	2	8	8	2	8		28	\$ 3,420
Concept alternatives memo 2 pages	1	4	4	1		2	12	\$ 1,540
Prepare for presentations	4	10	10			2	26	\$ 3,430
Community Meetings (4 day trips split between park and pier)	16	16					32	\$ 5,040
Subconsultants								
HartCrowser quote +4%								\$ 3,848
HBB quote +4%								\$ 15,085
Expenses								
Reimbursable Expenses- Travel and Presentation 1 trip								\$ 99
SUBTOTAL	23	38	22	3	8	4	98	\$ 32,462
400 ENVIRONMENTAL PERMITS								
Pre-Application Coordination and (1) meetings	4	4		4			12	\$ 1,860
JARPA Permit and support	1	2		15			18	\$ 2,700

	SEPA Checklist and wetland issues		1		8		9	\$	1,335
	Local grading plan and building permit, etc.		1		1		2	\$	285
	Shoreline permit, critical ordinance and support	1	1		6		8	\$	1,215
Subconsultants									
	Environmental field studies HC quote +10%							\$	15,314
	HRA quote +10%							\$	7,361
Expenses									
	Reimbursable Expenses- Travel and Per Diem							0	
	SUBTOTAL	6	9	0	34	0	0	49	\$ 30,070
500	GEOTECHNICAL								
	Review Existing Studies Plan for Drilling	2		16				\$	2,200
	Field Work	8		20				\$	3,740
	Reduce Data and Prepare Geotechnical Memo	4	2	10		4		\$	2,520
Subconsultants									
	Drilling sub+4%							\$	5,846
	APS utility locate+4%							\$	45
Expenses									
	Reimbursable Expenses- Travel and Per Diem (10 trips)							\$	247
	Laboratory Analysis							\$	1,000
	SUBTOTAL	12	2	30	0	4	0	0	\$ 15,598
600	PLANS, SPECIFICATIONS AND ESTIMATES								
	Engineering	6	16	50			10	82	\$ 10,040
	35% Plans and Estimate in Support of Permits	6	16	40		30	0	92	\$ 10,690
	65% PS&E	6	16	40		30	0	92	\$ 10,690
	95% PS&E	6	16	40		30	0	92	\$ 10,690
	Final IFC Package	6	16	40		20	26	108	\$ 12,470
	(3) meetings with DRB	4	12	12			12	40	\$ 4,980
Subconsultants									
	HPE quote +4%							\$	2,080
Expenses									
	Reimbursable Expenses- Travel and Per Diem (3 trips split)								\$37
	SUBTOTAL	28	76	172	0	110	38	424	\$ 61,677
700	MANAGEMENT RESERVE							\$	12,500
	TOTAL	89	222	462	37	118	65	983	\$ 175,971

800 ^{1,2}	BID AND CONSTRUCTION SUPPORT (Contemplated future work -- not authorized under this contract)								
	Bidding Assistance and Meetings (2)	4	20	40		8	72	\$	8,860
	Submittals and RFI's	4	20	40			64	\$	8,020
	Onsite Quality Assurance			180			180	\$	20,700
	Reimbursable Expenses- Travel and Per Diem						0	\$	1,200

Subconsultants

Expenses									\$	-
	per diem @ \$61								\$	1,220
	Reimbursable Expenses- Travel and Per Diem (40 trips)								\$	989
	SUBTOTAL	8	40	260	0	0	8	316	\$	40,989

¹ Not authorized under this contract. See Section 3.8 Task 800 scope description.

² Contemplated future work -- not authorized under this contract.



**PND ENGINEERS, INC.
STANDARD RATE SCHEDULE
EFFECTIVE MAY 2015**

		<i>Hourly Rate</i>
<u>Professional:</u>	Senior Engineer VII	\$180.00
	Senior Engineer VI	\$165.00
	Senior Engineer V	\$155.00
	Senior Engineer IV	\$145.00
	Senior Engineer III	\$135.00
	Senior Engineer II	\$125.00
	Senior Engineer I	\$115.00
	Staff Engineer V	\$110.00
	Staff Engineer IV	\$105.00
	Staff Engineer III	\$100.00
	Staff Engineer II	\$90.00
	Staff Engineer I	\$85.00
	Environmental Scientist VI	\$165.00
	Environmental Scientist V	\$150.00
	Environmental Scientist IV	\$135.00
	Environmental Scientist III	\$120.00
	Environmental Scientist II	\$105.00
	Environmental Scientist I	\$90.00
GIS Specialist	\$90.00	
<u>Surveyors:</u>	Senior Land Surveyor III	\$120.00
	Senior Land Surveyor II	\$110.00
	Senior Land Surveyor I	\$100.00
<u>Technicians:</u>	Technician VI	\$125.00
	Technician V	\$110.00
	Technician IV	\$90.00
	Technician III	\$80.00
	Technician II	\$70.00
	Technician I	\$45.00
	CAD Designer VI	\$110.00
	CAD Designer V	\$100.00
	CAD Designer IV	\$85.00
	CAD Designer III	\$70.00



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FEE PROPOSAL

Project Name: Ancich Park, Pier and Netshed Restoration
Project Contact: Steve Robert

Prepared By: Richard Murakami
Date: 10/30/2015

DESIGN PHASE - Architectural Project Role	Personnel Required						
TASK 100 - Project Kickoff							
Research and Coordination							
Review background data		4		2			
Kickoff Meeting and Site Assessment							
Attend kickoff meeting at City		2		2			
Conduct site assessment		2		2			
						SUBTOTAL	\$ 1,460
TASK 300-Concepts & Presentations							
Concept Drawings							
Building program/needs definition	2	4		2			
Zoning & Bldg Code review		2					
Develop 3-6 concepts		12		16			
Materials/finishes research		2					
Refinement of initial concepts		4		6			
Refinement of recommended concept		2		4			
Concept Analysis Report							
Technical memo		8		8			
Evaluation criteria		2					
Cost estimate coordination		2					
Stakeholder & Community Meetings							
Ancich Wtrfrnt Ad Hoc mtg prep		6		6			
Ancich Wtrfrnt Ad Hoc mtg		4					
Stakeholder meeting prep (x2)		6		8			
Stakeholder meetings (x2)		4					
Community meeting prep (x2)		6		8			
Community meetings (x2)		4					
City Council meeting prep (x2)		6		8			
City Council meetings (x2)		4					
						SUBTOTAL	\$ 15,080
TASK 400-Environment Permits							
Pre-application Coordination		2					
Permit application		2		2			
Permit support		2		4			
						SUBTOTAL	\$ 1,200
TASK 500-Plans, Spec & Est.							
PS&E Submittal							
Floor plan		4	6	24			
Roof plan		4	4	12			
RCP		2		4			

rolluda architects
architecture **planning** interior design

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FEE PROPOSAL

Project Name: Ancich Park, Pier and Netshed Restoration
Project Contact: Steve Robert

Prepared By: Richard Murakami
Date: 10/30/2015

Elevations		4	4	12			
Building sections		2		8			
Wall sections		4	4	10			
Door/window/finish schedule		2		8			
Exterior details		4	8	16			
Interior details		4	2	12			
35% Submittal review response	2	4		8			
65% Submittal review response	2	2		6			
95% Submittal review response	2	2		4			
Outline specifications		4	2				
Specifications		8	40				
Cost estimate coordination		2					
Design Review mtg prep		8	2	12			
Design Review mtg 1		4					
Design Review mtg prep		8	2	12			
Design Review mtg 2		4					
SUBTOTAL							\$ 29,710

CONSTRUCTION PHASE - Architectural Project Role	Personnel Required
--	---------------------------

TASK 700-Bid and Const Support							
Bidding Assistance & Meetings							
Respond to bidder questions		2		2			
Prepare addenda		2		4			
Submittal & RFI							
Review submittals		4		12			
Respond to RFIs		4		8			
Prepare supplemental sketches		2		6			
On-site Quality Assurance							
Conduct 4 site visits		8		8			
Prepare field notes		2		8			
SUBTOTAL							\$ 6,480

	Principal	Project Manager	Project Architect	Technical Staff	Clerical	Quality Control Manager	
Total Man Hours =	8	192	74	274	0	0	
Salary Rates =	\$160.00	\$130.00	\$115.00	\$70.00	\$65.00	\$125.00	
Salary Subtotal =	\$1,280.00	\$24,960.00	\$8,510.00	\$19,180.00	\$0.00	\$0.00	
DESIGN SUBTOTAL							\$ 53,930

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FEE PROPOSAL

Project Name: Ancich Park, Pier and Netshed Restoration
Project Contact: Steve Robert

Prepared By: Richard Murakami
Date: 10/30/2015

RAI Travel & Per Diem 86.8 miles x 11 trips = 840 miles @ .575/ml. \$ 549

Printing/Duplication Fees \$ -

DESIGN & REIMBURSABLES TOTAL \$ 54,479

Subconsultants		
Mechanical	HV Engineering	\$12,500.00
Electrical	Sazan	\$14,290.00
Cost Estimating	JR Irigan	\$2,500.00
Consultant Markup	10% Mark-up on consultants	\$2,929.00
SUBCONSULTANTS SUBTOTAL		\$ 32,219

TOTAL \$ 86,698

October 30, 2015

Steve Robert P.E.
Senior Engineer
PND Engineers Inc
1736 Fourth Avenue South, Suite A
Seattle WA 98134

Reference: Ancich Park, Pier and Netshed Restoration Fee Proposal

Dear Steve,

Thank you for considering Rolluda Architects Inc (RAI) for architectural support on the Ancich Park project. As you region, with a list of 30 planning and design projects for various public agencies. One of the projects, the restroom facility for Ebey Waterfront Park for the City of Marysville (with HBB), received a Small Projects Award from the AIA at the national level.

The Ancich Park restroom and kayak storage building appears to be an exciting project with great design potential. Being in such close proximity to the historic Netshed, it seems appropriate that the building should be a sensitive response to this important context and play a supporting role to it on this site.

We are pleased to submit our fee proposal for architectural, mechanical and electrical engineering services. We have based this proposal on the scope of work we received from you 10/27/2015 and subsequent phone conversations. The following are the assumptions used for the basis of this fee proposal:

1. Building budget is approximately \$680,000.
2. In addition to the meetings/presentations identified in the scope of work, we have added another presentation under Task 300 for presenting to the Ancich Waterfront Ad Hoc Committee, and under Task 500 we added 2 meetings with the Design Review Committee.
3. Restrooms will include the equivalent of 3 stalls and 2 lavatories per gender.
4. Restroom will be heated and mechanically ventilated.
5. Kayak storage will be unheated.
6. RAI will provide architectural and MEP for the building to 5 feet outside of the walls.
7. No freeze protection required on plumbing inside heated envelope of restroom portion of the building.
8. LEED will be explored only at a concept level.
9. We have included a programming/needs assessment task to develop a clear understanding of the client goals for the project, so that the building is appropriately sized to meet those goals.
10. Electrical engineering will only be submitting 65%, 95%, and final documents for review.

11. RAI will attend stakeholder, community, and city council presentations (2 each group).
12. Drawings will be developed in AutoCAD.

We propose a fee amount of \$79,718.00. The fees are distributed among tasks in accordance with the attached fee proposal spreadsheet.

We look forward to the opportunity to work with you on this exciting project. I have a long working relationship with HBB and I hope we can also develop one with you, starting with this project!

Please do not hesitate to call if you have any questions or comments regarding this fee proposal, or our qualifications

Sincerely,



Richard Murakami
attachments



HISTORICAL
RESEARCH
ASSOCIATES, INC.

Scope of Work: City of Gig Harbor's Ancich Park Redevelopment Project Cultural Resources Inventory

Historical Research Associates, Inc. (HRA), is pleased to provide cultural resources services to PND Engineers, Inc. (PND) for the proposed City of Gig Harbor's (City) Ancich Upland Park Development & Netshed Restoration Project (Project) located in the City of Gig Harbor, Pierce County, Washington.

It is HRA's understanding that funding for this Project does not include federal monies and the Project is not located on federally owned land. However, the Project is anticipated to include permitting by the United States Corps of Engineers (USACE) and will be defined as a federal undertaking and therefore must comply with Section 106 of the National Historic Preservation Act (NHPA). For Section 106 compliance purposes, the USACE is expected to only take jurisdiction of work that occurs below the mean high tide line. HRA anticipates that activities that take place within the USACE jurisdiction will be defined as the area of potential effects (here referred to as the proposed APE).

Activities that occur above the mean high tide line and are not taken as USACE jurisdiction will require compliance with the State Environmental Policy Act (SEPA) where the Department of Ecology (Ecology) is anticipated to be the lead agency. This area will be referred to here as the upland area of impacts (AI). The APE and AI combined are herein referred to as the Project area. We assume that our proposed APE and AI will be approved and accepted by necessary approving parties.

Cultural resource compliance in both Ecology's and USACE's jurisdiction will be approached following procedures outlined in Section 106 of the NHPA. Funding for the upland portions of the Project is anticipated to come from a different source than that funding the netshed and wharf related work, as such tasks for these two areas of work are addressed individually below.

The Project includes the following project elements:

1. **Stabilizing approximate 120 lineal feet of shoreline with either slope protection or bulkhead structure.** Ground disturbance associated with this activity is anticipated to reach between 15 to 20 feet below current ground surface.
2. **Earthwork necessary to regrade the park.** Ground disturbance associated with this activity is anticipated to reach 10 feet below current ground surface.
3. **Construction of retaining walls** Ground disturbance associated with this activity is anticipated to reach between 10 to 15 feet below current ground surface.
4. **New pavement** Ground disturbance associated with this activity is anticipated to reach between 15 to 20 feet below current ground surface.
5. **Landscaping** Ground disturbance associated with this activity is anticipated to reach up to 1 foot below current ground surface.
6. **Potable water and electrical utilities** Ground disturbance associated with this activity is anticipated to reach up to 4 foot below current ground surface.
7. **Replacement of the pile supported pier with new overwater structure** Ground disturbance associated with this activity is anticipated to reach between 30 to 40 feet below current ground surface.
8. **Structural retrofit of existing netshed building meeting minimum code requirements for warehouse** No ground disturbance is associated with this activity. The netshed is on the City of Gig Harbor's Register of Historic Properties.
9. **Restroom and viewpoint upland structure** Ground disturbance associated with this activity is anticipated to reach between 15 to 20 feet below current ground surface.

USACE will handle all consultation required under Section 106 of the NHPA for the activities and portion of the Project that will take place within their jurisdiction.

HRA staff will conduct a records search of the Department of Archaeology and Historic Preservation (DAHP) archives to determine what previous cultural resources studies have been conducted in and near the project area. Research in these records will identify previously recorded archaeological and historic sites in the project vicinity. HRA staff will conduct additional background research in HRA's reference library and at local repositories. The information obtained from these repositories will help to establish the context for potential resources in the APE and guide the earliest inventory methods.

HRA staff will also consult the Pierce County Assessor's website, in conjunction with DAHP records, to confirm the ages of buildings, structures, and objects (BSOs) within the Project area

and which ones have been previously recorded and/or evaluated for listing in the National Register of Historic Places (NRHP).

Note that HRA has also budgeted time for the architectural historian to conduct research in the Gig Harbor Peninsula Historical Society collections (aka Harbor History Museum).

Based on the preliminary project information, HRA understands that the Ancich Brother's netshed, which will be rehabilitated during the Project, is currently listed on the Gig Harbor Register of Historic Properties. The building is also recorded in DAHP's historic property inventory (HPI) database but has not been evaluated for NRHP eligibility. HRA will evaluate the netshed and wharf for NRHP eligibility at DAHP's intensive level because of proposed effects of the project.

Rehabilitation of the building will require compliance with the City of Gig Harbor's Municipal Code (GHMC) Chapter 17.97 on historic preservation. The rehabilitation design will require review by the city design review board and a certificate of appropriateness. HRA will assist the City and PND in identifying historically appropriate treatment options during the design phase of the project based on the Secretary of the Interior's *Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, as appropriate.¹ (Note: HRA assumes that the design-review phase can be completed via email and telephone. In-person meetings during this phase may require additional time and budget.)

HRA will prepare a brief Cultural Resources Technical Report summarizing the results of the Project. This report will reflect professional standards for format and content as expressed in the guidelines prepared by DAHP. A draft of the report will be submitted to PND for comment in electronic format (Adobe pdf). Portions of the report completed under this task will include only subject matter pertinent to the netshed and wharf. This information will be included in the same report as that produced for the upland portions of the Project under task U4. The report

¹ Kay D. Weeks and Anne E. Grimmer, *Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (Washington, DC: U.S. Department of the Interior, National Park Service, Cultural Resource Stewardship and Partnerships, Heritage Preservation Services, 1995), <http://www.nps.gov/tps/standards/four-treatments/treatment-guidelines.pdf>.

will include all information identified in task N4 as well as that required under the scope of netshed and wharf specific tasks.

Although not required by SEPA, HRA will prepare letters of notification to be sent to Native American tribes, as a best practice for cultural resources. These letters will include a project description, will identify the geographic location of the project and specific activities—thereby defining the APE and Area of Impacts—and will invite comments from the recipients. Either the City or Ecology should submit these letters to the Tribes.

HRA staff will conduct a records search of the Department of Archaeology and Historic Preservation (DAHP) archives to determine what previous cultural resources studies have been conducted in and near the project area. Research in these records will identify previously recorded archaeological and historic sites in the project vicinity. HRA staff will conduct additional background research in HRA's reference library and at local repositories. The information obtained from these repositories will help to establish the context for potential resources in the APE and guide the earliest inventory methods.

HRA staff will also consult the Pierce County Assessor's website, in conjunction with DAHP records, to confirm the ages of buildings, structures, and objects (BSOs) within the Project area and which ones have been previously recorded and/or evaluated for listing in the National Register of Historic Places (NRHP).

Note that HRA has also budgeted time for the architectural historian to conduct research in the Gig Harbor Peninsula Historical Society collections (aka Harbor History Museum).

Prior to fieldwork, utility locates will need to be performed (per Washington's Underground Utilities regulations RCW 19.122), and HRA will facilitate this.

The archaeological inventory will consist of pedestrian transects across the Project area and subsurface survey. Subsurface survey will be performed using standard and accepted shovel probe procedures, which will be placed at the discretion of the Project Archaeologist and/or

Field Supervisor, generally 25 meters apart. Attempts will be made to reach the vertical extent of proposed ground disturbance using augers and other techniques, as necessary. Any archaeological materials will be documented and returned to the shovel probe and the probe backfilled. Under this scope, up to one (1) archaeological resource will be recorded. As feasible, the Field Supervisor will record survey transects, shovel probe locations, and archaeological resources using a handheld GPS instrument and/or tablet. Survey mapping information will be recorded on field maps and, as appropriate, DAHP resource forms.

HRA assumes that up to 10 shovel/auger probes will be excavated for this project.

HRA will prepare a brief Cultural Resources Technical Report summarizing the results of the Project. This report will reflect professional standards for format and content as expressed in the guidelines prepared by DAHP. A draft of the report will be submitted to PND for comment in electronic format (Adobe pdf). Also see task N4 for specifics regarding the netshed and wharf related portions of this technical report.

HRA will make any necessary revisions to the Draft report in response to comments by PND and will submit a second draft report in electronic format for review by the City. Upon receipt of any comments from the City, HRA will make appropriate revisions in consultation with PND and submit three hard copies and an electronic version of a Final report with the DAHP submittal form inserted. The report will include:

- A description of the Project and applicable laws and regulations;
- A summary of the results of the background literature and records research;
- An assessment of the archaeological sensitivity of the APE, based on archival research;
- The methods used during the archaeological and architectural inventory and the results;
- A description of any cultural resources found, including an evaluation of the Ancich Brother's netshed as to its NRHP and WHR eligibility;
- A summary assessment of potential effects to identified resources based on our knowledge of the resource type, soil conditions, and extent to which the proposed project may affect the resource;

- Recommendations for completion of any additional cultural resources compliance obligations (e.g., archaeological monitoring, archaeological site evaluation) stemming from the results of our study;
- A summary of project procedures that should be followed in the event of an unanticipated discovery of buried cultural materials or human remains during construction; and
- References cited.

The report will include such tables, maps, photographs, and other graphics as are needed to depict the scope of the study and results. Forms for any recorded resources will be included in an appendix to the report.

HRA staff will be available for teleconferences with the City, DAHP, and interested Tribes, as necessary, regarding the Project and our findings.

HRA staff can initiate the first tasks of the Project (definition of the APE/AI and background research) within five business days of written notice to proceed (NTP) and acceptance of this SOW and Cost Estimate from PND (email NTP is acceptable). Architectural and archaeological fieldwork (Task N3 and U3)) will be scheduled within 10 days of notification of concurrence with the definition of the APE and AI. HRA will attempt to schedule the fieldwork when it is convenient for tribal visitors, if applicable, but the fieldwork should not be unnecessarily delayed solely for this purpose. Compilation of the project results and preparation of the project report will be completed within 20 business days of completion of the fieldwork.

HRA will produce subsequent reports within 10 days of receipt of comments on the draft reports. Delays to this schedule resulting from the actions or inaction of other parties cannot be HRA's responsibility.

HRA proposes to conduct the project (as described in Section 1.0) on the schedule presented in Section 2 for a cost of \$15,902.00, applied on a time and materials basis (see attached spreadsheets for 'upland' and 'netshed and wharf' task costs). This figure assumes that:

- HRA will have full access to the APE; HRA will not be responsible for obtaining rights of entry.

- HRA assumes that no archaeological sites will be encountered.
- No additional buildings structures or objects will require recordation.
- Teleconferences with PND, the Tribes, the City, and agencies will not exceed two hours over the term of the project.
- PND will provide a text description of the proposed project for HRA to use in its report.
- PND will provide maps (GIS shapefiles are preferred) of the APE and design plans of the proposed project to HRA in a format that can be adapted for use in its report.
- Preparation of DEIS Cultural Resources language appropriate for NEPA compliance will take no more than two drafts and one draft final. HRA will not prepare the DEIS template but will submit the Cultural Resources section electronically for PND to insert in the overall document.

HISTORICAL RESEARCH ASSOCIATES, INC
Cost Estimate
Ancich Upland Park Cultural Resources Inventory Upland Tasks

Labor Category	Rate*	Project Administration		Task U1 Area of Impacts and Tribal Communication		Task U2 Archival Research		Task 3 Archaeological Inventory		Task U4a Draft Technical Report		Task U4b Draft Final and Final Technical Reports		PROJECT TOTAL	
		Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Senior Archaeologist - L Compas	\$124.00			2	\$248					4	\$496	1	\$124	7	\$868
Project Archaeologist - A Stevenson	\$93.00	4	\$372	4	\$372	2	\$186	12	\$1,116	24	\$2,232	4	\$372	50	\$4,650
Research Archaeologist/GIS - J Pickrell	\$80.00			2	\$160	8	\$640	12	\$960	4	\$320	1	\$80	27	\$2,160
Production Asst/Editor - D Vogel	\$79.00									2	\$158	2	\$158	4	\$316
Production Specialist - P Cobb	\$95.00									1	\$95	1	\$95	2	\$190
Office Manager/Clerical - B Bramhall	\$62.00	1	\$62											1	\$62
Project Administrator - B Curtis	\$84.00	2	\$168											2	\$168
Information System Specialist - D Muir	\$112.00	1	\$112											1	\$112
Labor Subtotal		8	\$714	8	\$780	10	\$826	24	\$2,076	35	\$3,301	9	\$829	94	\$8,526
Reimbursable Expense	Rate	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total
Travel															
Vehicle (4 wheel dr)	\$40.00							1	\$40					1	\$40
Vehicle Mileage	\$0.575							100	\$58					100	\$58
Shipping / Postage	\$25.00											1	\$25	1	\$25
GPS Unit	\$65.00							1	\$65					1	\$65
Digital Camera Use / Day	\$2.00							1	\$2					1	\$2
CD Rom Data/CD	\$5.00											1	\$5	1	\$5
Report Production	\$0.15									250	\$38	200	\$30	450	\$68
Photocopy (in-house)	\$0.10			50	\$5	50	\$5	25	\$3					125	\$13
Telephone/Fax	\$1.00			5	\$5			1	\$1	2	\$2	1	\$1	9	\$9
Administrative Fee	5%				\$1		\$0		\$8		\$2		\$3		\$14
Direct Subtotal					\$11		\$5		\$176		\$41		\$64		\$298
TASK TOTAL			\$714		\$791		\$831		\$2,252		\$3,342		\$893		\$8,824

Direct Costs are estimates.

*Rates are estimated 2016 rates.

**Per diem will be paid according to IRS regulations.

Project Total \$8,824

Fiscal review:

Bonnie M. Curtis

Bonnie Curtis

Submitted by:

Alexander Stevenson

Alexander Stevenson

Submitted on October 21, 2015

ASSUMPTIONS:

See SOW

HISTORICAL RESEARCH ASSOCIATES, INC
Cost Estimate
Ancich Upland Park Cultural Resources Inventory Netshed Tasks

Labor Category	Rate*	Project Administration		Task N1 Definition of Project Area and Tribal Communication		Task N2 Archival Research		Task N3 Architectural Inventory and Design Review		Task N4a Draft Technical Report		Task N4b Final Technical Report		PROJECT TOTAL	
		Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Senior Historian - H Miller	\$116.00					2	\$232	2	\$232	4	\$464	2	\$232	10	\$1,160
Architectural Historian - C Williams	\$73.00			1	\$73	12	\$876	24	\$1,752	32	\$2,336	2	\$146	71	\$5,183
Research Archaeologist/GIS - J Pickrell	\$80.00									4	\$320	1	\$80	5	\$400
Project Administrator - B Curtis	\$84.00	1	\$84											1	\$84
Labor Subtotal		1	\$84	1	\$73	14	\$1,108	26	\$1,984	40	\$3,120	5	\$458	87	\$6,827
Reimbursable Expense	Rate	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total
Travel															
Rental Car	\$50.00							1	\$50					1	\$50
Rental Car Operating Exp/Mile	\$0.35							100	\$35					100	\$35
Shipping / Postage	\$25.00											1	\$25	1	\$25
Digital Camera Use / Day	\$2.00							1	\$2					1	\$2
Image Scanning	\$0.25							20	\$5					20	\$5
CD Rom Data/CD	\$5.00											1	\$5	1	\$5
Color Prints	\$0.20					10	\$2			100	\$20	100	\$20	210	\$42
Report Production	\$0.15									250	\$38	200	\$30	450	\$68
Photocopy (in-house)	\$0.10					50	\$5							50	\$5
Telephone/Fax	\$1.00									2	\$2	1	\$1	3	\$3
Administrative Fee	5%						\$0		\$5		\$3		\$4		\$12
Direct Subtotal							\$7		\$97		\$62		\$85		\$251
TASK TOTAL			\$84		\$73		\$1,115		\$2,081		\$3,182		\$543		\$7,078

Direct Costs are estimates.

*Rates are estimated 2016 rates.

**Per diem will be paid according to IRS regulations.

Project Total \$7,078

Fiscal review:

Bonnie M. Curtis

Bonnie Curtis

Submitted by:

Alexander Stevenson

Alexander Stevenson

Submitted on October 21, 2015

ASSUMPTIONS:

See SOW



November 13, 2015

Steve Robert, PE
P|N|D Engineers, Inc.
1736 Fourth Avenue South, Suite A
Seattle, WA 98134

Re: Proposal and Cost Estimate for Ancich Park Permitting Assistance and Biological Evaluation
16-A-1600-006

Dear Steve:

On behalf of Hart Crowser, Inc. we are pleased to provide you with this draft scope of work and cost estimate to assist PND Engineers, Inc. (PND) and your project team in permitting upgrades to the Ancich Park Redevelopment Project in Gig Harbor, Washington. This draft provides an estimate of anticipated costs for the first phase of nearshore permitting for the project. We anticipate that the most logical permitting pathway will result in a phased approach to generating permitting documents and field surveys. The first phase (this scope) will include initial project information gathering and drafting of permit documents. The second phase will include advanced biological survey(s) and a potential mitigation plan. The second phase is considered optional until requested by resource/regulatory agencies.

This effort will include working closely with the project team to prepare necessary permit applications and documentation to permit the redevelopment. This includes providing input on regulatory issues during concept development, working with PND personnel to develop the JARPA application, and drafting a biological evaluation (BE) in the first phase. The second phase (Phase 2) of permitting will involve completing a macrovegetation survey once a preferred concept has been approved and developing a mitigation approach should unavoidable impacts be anticipated with the final implementation.

The proposed redevelopment will require a number of local, federal, and state permits; local permitting is expected to be facilitated by the previously prepared planning documents. The following sections provide additional detail of the scope for these activities.

Scope of Work

Task 1 – Data Acquisition

We will first discuss the proposed project with the design team and develop a common understanding of the level of detail needed for drawings and construction approaches for use in the permit applications.



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We will work with PND to ensure that adequate information on the project engineering design and on construction methods, including an area base map (with bathymetry) and figures depicting relevant project features, will be developed in a timely manner to be incorporated into our analysis. Often the hardest part of getting permits for waterfront construction is developing an adequate description of the project.

We will then compile all relevant local and regional information on the areas marine resources including listed and proposed species that must be addressed in the BE. In addition to providing general background for the Joint Aquatic Resources Permit Application (JARPA), this is a procedural step required under the Endangered Species Act (ESA). We will compile information from historical documents provided by Gig Harbor as well as from standard regional data sources (Washington Department of Fish and Wildlife [WDFW] forage fish surveys; Washington Department of Natural Resources [WDNR] ShoreZone). We have a substantial amount of experience in this region and have already compiled a large body of information relevant to this project.

A site visit during a relatively low tide (coincident with the kick-off meeting) is included under this task to allow Hart Crowser biologists to directly assess existing environmental conditions at the site, survey candidate sites for mitigation/restoration, and determine appropriate mitigation alternatives.

Estimated cost for Task 1: \$6,900

Task 2 – Permitting Assistance (Concept Development and JARPA Support)

We will work with PND to develop several conceptual designs for the Gig Harbor project managers and planners. We will specifically advise PND on permitting hurdles and pitfalls associated with proposed design elements in an effort to develop concepts that are both functional and have minimal impact on nearshore resources. Once a preferred alternative is selected, the proposed nearshore redevelopment will require a number of local, federal, and state permits. The SEPA determination will be required from the City of Gig Harbor and will be based on submittal of a SEPA checklist, accompanied by copies of the JARPA and BE. The JARPA and BE (Task 3) will be prepared and submitted to US Army Corps of Engineers (USACE) for their Sec. 10/404 permit and for their use in ESA and essential fish habitat (EFH) consultation. We will help PND develop the habitat information needed to complete various sections of the JARPA. We will work with the project team as needed to coordinate with agencies at each level to ensure that the analysis and application package are complete.

In addition, we will address potential city of Gig Harbor mitigation requirements per SEPA, shoreline master program, Gig Harbor municipal code (GHMC), and FEMA special flood hazard review requirements that apply to the proposal. These requirements will be addressed in a critical areas report. The report will meet the requirements set forth in the GHMC and 2013 Shoreline Master Plan (SMP).



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The report will include (1) a description of the condition of wetland, shoreline, and upland habitats specifically for and fish and wildlife; (2) classification of the wetland vegetative types; (3) wetland categories per the GHMC; and (4) the City's buffer requirements for these critical areas. Wildlife that are not listed under the Endangered Species Act (ESA) and which may occur on or in close proximity to the project will be described in the report. A wetland and shoreline map will be provided with the report. If available, the report will also include a description of existing information on habitat, soils, and past wetland delineations and mapping (such as the National Wetlands Inventory maps).

Estimated cost for Task 2 is \$7,400. This is a level-of-effort estimate and may be adjusted up or down depending on the ultimate role of Hart Crowser in permit application preparation and tracking.

It should be noted that once analysis of project effects is completed, a mitigation plan may be required by USACE or WDFW to account for unavoidable impacts due to project-related activities. Development of mitigation alternatives and a mitigation plan will largely depend on the level of impact associated with the project and the types of habitats affected. Similar mitigation plans have been executed for a budget ranging from **\$5,500 to \$12,500.**

Task 3 – Biological Evaluation

The BE is necessary for obtaining federal permits and to determine the degree of impact on species listed and proposed for listing under ESA as well as protected habitat such as eelgrass meadows. The BE is also essential to the state permitting process for obtaining HPA and a Clean Water Act Section 401 Water Quality Certification. We will follow a standard outline for BEs recommended by the USACE, Seattle District, to evaluate impacts that may occur from the dredging project. We will tailor the outline to fit the site conditions and biological factors in the Gig Harbor area, and to reflect the project actions. The BE will incorporate the following standard sections:

- Introduction and species list (identification of listed or proposed species that will be covered);
- Project description (construction parameters, logistics, etc.);
- Project area description (pre-project baseline description);
- Description of species and habitat (general habitat requirements and expected use of area by each species);
- Effects analysis (direct; indirect; critical habitat impacts; cumulative effects; take analysis);
- Management actions (conservation measures and mitigation); and
- Conclusion (i.e., affect/not likely to affect).

In the BE, we will analyze the impacts of the proposed project and then reach a conclusion regarding effects on each species of interest and on their designated critical habitat, if any. Where appropriate, we will describe effects as modified or mitigated by project-associated conservation, mitigation or enhancement measures. We anticipate that the key issue to be addressed in the BE will be potential



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effects of shading on macrovegetation and effects of pile driving on fish, marine mammals, and marbled murrelets. This task includes a marine mammal/marbled murrelet impact analysis that will be required by NMFS (mammals) and USFWS (marbled murrelets) due to the installation of a pile-supported structure.

We will attend up to two meetings to discuss the project and its potential impacts on the species of concern. Hart Crowser will submit a draft BE to PND for your review and incorporate any comments before submittal to USACE. We will follow the submission with negotiations with each agency and address informal comments and questions on the initial draft, as needed. At that point a final draft will be issued. A mitigation plan may be needed to complete consultation with the services and sill be scoped during the second permitting phase once project impacts are fully analyzed and quantified.

Estimated cost for Task 3: \$13,500.

Task 4 – Marine Resources Survey

Since components of the proposed project involve in-water construction and the possibility of expanding overwater coverage below the ordinary high water line, WDFW requires that a macrovegetation survey be performed. We have included in this scope of work a preliminary-level survey at the proposed project site. It is highly recommended that this survey be implemented during the summer months of 2016 (June 1 through September 30) before the end of the eelgrass growing season to quantify the existing eelgrass coverage in the immediate area during the period specified by WDFW for such surveys. Our approach will be to first conduct an underwater video survey of the nearshore area associated with the redevelopment of the shoreline and Netshed as well as the existing pier to the east (Subtask 4a). If eelgrass is observed in areas that may be affected, we will follow up with an optional dive survey in those areas where eelgrass is seen and which are subject to in-water work activities or shading (Subtask 4b).

Subtask 4a – Preliminary Eelgrass and Macroalgae Habitat Survey/Site Reconnaissance

We will conduct an eelgrass/macroalgae survey of the entire proposed project footprint with an underwater video camera system to assess the presence of eelgrass and other marine vegetation. The Sea-All underwater video system will be used in conjunction with differential GPS to view and map the marine resources, habitat, and substrate in the project area. As outlined in the WDFW guidelines, survey transects will be referenced to permanent physical features and a grid system will be established with transects spaced at a maximum of 40-foot intervals. If we observe eelgrass or laminarian kelp, we will identify the locations and will complete additional video passes to determine the bed size and extent.



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A Hart Crowser biologist will conduct the survey between June 1 and October 1 with boat support from Research Support Services. One extended field day is anticipated for surveying the entire footprint and potential mitigation areas outside the marina.

Estimated cost for Subtask 4a: \$15,950.

Subtask 4b – Advanced Eelgrass Survey (optional)

If the video survey detects eelgrass in areas potentially impacted by proposed project, we will conduct an advanced eelgrass survey based on guidelines provided by WDFW. A three-person team, including two scuba divers/biologists and one dive tender to monitor activities from the boat, will conduct this survey between June 1 and October 1.

Randomly located quadrats will be laid out across identified beds that may be affected. Eelgrass and macroalgae will be quantified within each quadrat so that statistical precision requirements are met (a minimum of 30, 0.25-meter quadrats). Within each quadrat, we will make percent cover estimates for macroalgal species and count shoots for eelgrass. The density and percent cover estimates will be reported as shoots per square meter (m²) for eelgrass and macroalgae, respectively.

The cost estimate below is provided as a “per day” cost and will be added to the preliminary macrovegetation survey budget, should it be required by WDFW. We assume one full day will be needed to conduct the intermediate eelgrass/macroalgae survey for a moderately-sized eelgrass bed, but more time may be needed, depending on the amount of eelgrass encountered in the potentially impacted areas during the preliminary survey. If larger eelgrass resources are identified, this estimate may be revised, e.g., to include a second day of field survey. A final estimate of costs for Task 4b, if needed, will be provided after the Sea-All™ survey is conducted.

Estimated cost for optional Subtask 4b: \$8,300 (per day)

Task 5 – Project Management

This task covers the effort needed for project setup, monthly invoicing, and eventual project archiving and assumes a 6-month duration of this phase of permitting.

Estimated cost for Task 4: \$2,200.

Total Estimated Cost and Terms

The total estimated cost to provide the services as described above (less Task 4b) is **\$45,950**. We will not exceed this cost estimate without your prior agreement and written authorization.



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The scope of work outlined above will be billed on a time-and-expenses basis in accordance with the attached Rate Schedule. In-house laboratory services and field equipment rental and supplies will be billed in accordance with our Schedule of Laboratory and Field Charges (available upon request). Our services will be performed in accordance with the standard of care of our profession. The attached Terms and Conditions and Rate Schedule, and any other exhibits or attachments referenced herein, are incorporated into our agreement with you, and, by your authorization to proceed, you are agreeing to these Terms and Conditions.

Contract Execution

Please acknowledge your acceptance of this work by having this letter agreement signed and returning a signed copy to us. Any changes to our agreement must be in writing and mutually agreed to. We suggest that any future work done for you on this project be completed as an amendment to this contract.

We appreciate this opportunity to submit our proposal and look forward to your favorable consideration. If we may provide any additional information or clarification of this proposal, please call Jason at (425) 329-1163.

Sincerely,

HART CROWSER, INC.

JASON STUTES, PHD

Marine Ecologist

jason.stutes@hartcrowser.com

Attachments:

Terms and Conditions with Exhibit A

Rate Schedule

Contract Change Form Example

ACCEPTED FOR PND ENGINEERS, INC. BY:

Signature

Date

Name/Title - Please Print

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TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED AND STANDARD OF CARE. HART CROWSER, INC. (hereinafter "HART CROWSER"), agrees to provide CLIENT (as identified in attached Proposal), for its sole benefit and exclusive use, consulting services set forth in the Proposal. HART CROWSER's offer to perform shall terminate if not accepted within one hundred twenty (120) days of the date of the Proposal. HART CROWSER's services shall be performed in accordance with the standard of care of its profession, which means generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. **HART CROWSER MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ITS SERVICES**, including, but not limited to, the implied warranties of merchantability and/or fitness for a particular purpose. Both parties agree that no third-party beneficiaries are intended by this AGREEMENT, which is defined to include these Terms and Conditions, the attached Proposal, and attachments referenced in the Proposal.

2. PAYMENT. HART CROWSER will submit invoices to CLIENT for the preceding month's services, and a final bill upon completion of services rendered according to the AGREEMENT. Invoices will be in a format consistent with the attached example marked Exhibit A. Payment is due within thirty (30) days of the invoice date, unless CLIENT notifies HART CROWSER in writing, within ten (10) days of the invoice date, of any dispute with the invoice. CLIENT and HART CROWSER will in good faith attempt to promptly resolve any disputed invoice amounts. All undisputed invoice amounts will be considered delinquent if not received by HART CROWSER within thirty (30) days after the invoice date. Any action, claim, lien, or legal disputes arising from such delinquent amounts and initiated by HART CROWSER are not subject to the requirements set forth in Paragraph 14 of this AGREEMENT. Interest will be added to delinquent amounts at the rate of one and one-half percent (1.5%) per month of the total arrearage, or the maximum rate allowed by law. Payments received for delinquent amounts will be applied first against interest and then against principal. HART CROWSER may suspend or terminate services under this AGREEMENT for CLIENT's failure to make timely payments after tendering seven (7) days written notice to CLIENT, and all reasonable demobilization and other suspension costs will be paid by CLIENT. Failure to make payment within the time limits set forth in this paragraph is a material breach and excuses HART CROWSER from any performance under this AGREEMENT. CLIENT shall pay HART CROWSER for all time spent and all costs, expenses, and fees incurred (including attorney fees) in connection with perfecting liens or collecting any delinquent amount(s).

3. RIGHT OF ENTRY, PROPERTY RESPONSIBILITY, AND HAZARDOUS SUBSTANCES OR CONDITIONS. CLIENT shall provide HART CROWSER legal access to and/or obtain permission for HART CROWSER to enter upon all property, whether or not owned by CLIENT, as required by HART CROWSER to perform and complete its services. CLIENT warrants that, prior to HART CROWSER beginning the work, it shall provide HART CROWSER with all information known or which should reasonably be known by CLIENT concerning the past or present use of the property, including the nature and existence of any hazardous substances, or hazardous or ultrahazardous conditions on, in, under, adjacent to, or near the property. HART CROWSER has responsibility for its own activities on the property including the safety of its employees; it does not assume control of, nor responsibility for, the property, the person in charge of the property, nor the safety or control of persons not in HART CROWSER's employ. CLIENT agrees that HART CROWSER has no responsibility as a handler, generator, operator, treater, storer, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances found or identified at the project property. CLIENT further agrees that it shall be responsible for arranging for the transportation and/or disposal of hazardous substances found or identified at the project property.

4. LIMITATION OF LIABILITY. CLIENT expressly agrees that to the fullest extent permitted by law, HART CROWSER's maximum liability to CLIENT for any and all claims by CLIENT and any other person or entity, arising from HART CROWSER's professional acts, errors, or omissions, shall be the amount of HART CROWSER's fee for professional services or \$50,000, whichever is greater. The foregoing limit is in the aggregate for any and all claims asserted against HART CROWSER. In the event CLIENT desires a higher limitation of liability, HART CROWSER may increase this limit for a higher fee commensurate with the increased risk to HART CROWSER, and this paragraph will be amended by separate written agreement. As used in this paragraph, the term "liability" means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence), in strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to HART CROWSER's services or the services of HART CROWSER's subcontractors, consultants, agents, officers, directors, and employees from any cause(s). HART CROWSER shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever.

CLIENT AND HART CROWSER AGREE THAT PARAGRAPHS 4, 5, AND 13 OF THESE TERMS AND CONDITIONS WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF PARAGRAPHS 4, 5, AND 13 HART CROWSER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR HART CROWSER'S COMPENSATION UNDER THIS AGREEMENT WOULD BE HIGHER.

5. INDEMNIFICATION. CLIENT shall indemnify, defend, and hold harmless HART CROWSER and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees and court costs arising out of or in any way related to the services or work of HART CROWSER, HART CROWSER's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** such indemnification shall not apply to such claims, damages, losses, or expenses that arise out of bodily injury to persons or damage to property to the extent they are caused by HART CROWSER's sole negligence or willful misconduct; and **provided further** that CLIENT shall indemnify HART CROWSER against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property, and caused by or resulting from the concurrent negligence of (a) CLIENT, its subcontractors, consultants, agents, or employees and (b) HART CROWSER, its subcontractors, consultants, agents, or employees, only to the extent of CLIENT's negligence or the negligence of CLIENT's subcontractors, consultants, agents, or employees. To the fullest extent permitted by law, such indemnification shall apply regardless of the breach of contract, negligence, or strict liability of HART CROWSER.

6. DISPOSAL OF SAMPLES, MATERIALS, OR EQUIPMENT, AND WELL ABANDONMENT. Any non-hazardous samples will be discarded ninety (90) days after sampling unless different arrangements are agreed to in writing. Samples, materials, or equipment containing hazardous substances that are regulated under federal, state, or local environmental laws shall be returned to CLIENT at CLIENT's expense. Alternatively, CLIENT may request in writing, pay, arrange, and assume responsibility for the contaminated samples, materials, or equipment to be transported to a disposal site in compliance with all applicable laws; HART CROWSER will act as a bailee and will not be arranging for the transportation or disposal of the contaminated samples, materials, or equipment. Any wells installed as part of HART CROWSER's work may later need to be properly abandoned and recorded in accordance with applicable law. Unless expressly provided for in the Proposal, proper well abandonment and recording, and associated costs, are not included in this AGREEMENT.

7. UNFORESEEN OCCURRENCES, SUBSURFACE RISKS, AND SITE DAMAGE. If any unforeseen conditions or occurrences are encountered which, in HART CROWSER's judgment, significantly affect or may affect the recommended scope of work, HART CROWSER will notify CLIENT. After such notification, HART CROWSER will complete the original scope of work, if appropriate, or agree with CLIENT to modify the AGREEMENT, or terminate the AGREEMENT pursuant to Paragraph 10 if the parties are unable to reach agreement. CLIENT recognizes that special risks occur and "guarantees" cannot be expected whenever professional consulting services are applied to determine the composition or makeup of a site's subsurface, or the existence or non-existence of particular man-made or natural subsurface conditions, features, or substances, including but not limited to hazardous substances. CLIENT has the duty to disclose to HART CROWSER any such known or suspected conditions, substances, or features in writing or by notation on plans or drawings provided by CLIENT. Even with adequate disclosure by CLIENT, HART CROWSER can only minimize these risks by applying the standard of care of its profession, and CLIENT agrees to accept this level of risk. When HART CROWSER is providing field services, CLIENT recognizes that the use of exploration and test equipment may unavoidably damage or alter the project property surface or

subsurface, and CLIENT agrees to assume responsibility for such unavoidable damages or alterations. Finally, CLIENT agrees to assume responsibility for personal and property damages caused by HART CROWSER's interference with subterranean structures, including but not limited to pipes, tanks, utility lines, passageways, tunnels, openings, or other such conditions, substances, or features that are not called to HART CROWSER's attention in writing or correctly shown on plans or drawings provided by CLIENT.

8. REPORTS, RECOMMENDATIONS, OWNERSHIP OF DOCUMENTS, AND ELECTRONIC DATA. Reports, recommendations, electronic data, and other materials resulting from HART CROWSER's efforts are intended solely for the CLIENT, for the purposes of this AGREEMENT; any reuse by CLIENT or others for purposes outside of this AGREEMENT, or any failure to follow HART CROWSER's recommendations without HART CROWSER's written permission, shall be at the user's sole risk. CLIENT shall furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by HART CROWSER for proper performance of its services. HART CROWSER may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, HART CROWSER assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. After use by HART CROWSER, CLIENT-provided documents will be kept or disposed of at HART CROWSER's sole discretion, unless return to the CLIENT has been previously agreed to by HART CROWSER. All proposals, reports, field notes, calculations, estimates, electronic data, and other documents that are prepared as instruments of service, shall remain HART CROWSER's property, and HART CROWSER shall retain copyrights to these materials. All proposals, reports, field notes, calculations, estimates, electronic data, and other documents prepared by HART CROWSER are not Works Made for Hire as defined under the 1976 Copyright Act. HART CROWSER will retain all pertinent records relating to services performed in accordance with HART CROWSER's normal records retention policy (copy available upon request) unless HART CROWSER agrees to other arrangements. At CLIENT's expense and at CLIENT's request, CLIENT may obtain copies of records retained by HART CROWSER. If CLIENT requests and HART CROWSER agrees to provide any information in electronic format, use of all such information shall be at CLIENT's sole risk. Because of the possibility that electronic information and data delivered in machine readable form may be altered, inadvertently or otherwise, HART CROWSER reserves the right to retain the original tapes and disks. HART CROWSER also reserves the right to retain hard copy originals of all project documentation delivered to the CLIENT in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. **HART CROWSER MAKES NO WARRANTIES REGARDING REPORTS, DOCUMENTS, OR ELECTRONIC DATA, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE.**

9. FORCE MAJEURE. It shall be deemed that neither party to this AGREEMENT will be in default under the terms of this AGREEMENT if performance of services is suspended or is prevented or prohibited by law; by inability to obtain permits or licenses; by scarcity or inability to obtain equipment, material, power, fuel, data, or information from parties not under the express control of HART CROWSER; by strike, lockout, or industrial disturbance; by failure of carriers to transport or furnish facilities for transportation; by operation of force majeure (including, without limitation, fire, lightning, earthquake, storm, eruption, flood, washout, cave-in, slides), breakage, or accident to machinery or facilities; or by any cause or action of third parties beyond HART CROWSER's control; provided, however, that HART CROWSER shall exercise reasonable diligence to resume services.

10. TERMINATION. This AGREEMENT may be terminated by either party upon receipt of written notice for (1) convenience, or (2) for substantial or material failure to perform in accordance with terms hereof through no fault of the terminating party. Except for termination arising out of delinquency in payment for HART CROWSER's services, such termination shall not be effective unless: (i) no less than seven (7) calendar days notice of intent to terminate has been provided; (ii) the notice specifies "for convenience" or the nature of the substantial or material failure; and (iii) the notified party has had an opportunity to consult with the terminating party to discuss the termination "for convenience" or cure the substantial failure before expiration of the period specified in the written notice, which shall not be less than seven (7) calendar days. In the event of termination, HART CROWSER shall be paid for services performed up to the termination date, and reasonable termination expenses, including all direct costs and all expenses incurred or committed to that cannot be canceled without penalty. If CLIENT terminates for convenience, a termination charge of five percent (5%) of HART CROWSER's total fee earned to date or \$500, whichever is greater, will be immediately due and payable, in addition to the above costs.

11. CERTIFICATION. HART CROWSER shall not be required to execute any certification with regard to work or services performed, tested, or observed under this AGREEMENT unless: i) HART CROWSER believes that sufficient work has been performed by HART CROWSER to provide an adequate basis to issue the certification; ii) HART CROWSER believes that the work performed, tested, or observed meets the criteria of the certification; and iii) the form of such certification has been approved by HART CROWSER, in writing, prior to execution of this AGREEMENT. Unless expressly provided for otherwise in writing by HART CROWSER, a certification fee of \$1,500 will be due and payable for the first certification HART CROWSER has agreed to perform on this project and \$750 for each additional certification.

12. SEVERABILITY AND SURVIVAL. Any element of this AGREEMENT later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. All Terms and Conditions of this AGREEMENT allocating liability between CLIENT and HART CROWSER, including in particular Paragraphs 4 and 5, shall survive the completion of the services and the termination of this AGREEMENT.

13. INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this AGREEMENT shall be governed by the laws of the State of Washington. All legal actions of any kind by either party against the other related to this AGREEMENT (except actions for non-payment), shall be barred after one (1) year has passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after two (2) years have passed from the date by which HART CROWSER completes its services.

14. DISPUTES RESOLUTION. Except as provided in the provisions for Payment, Paragraph 2, in the event of any dispute, claim, cause of action, or other disagreement arising from or relating to this AGREEMENT, the parties shall in good faith use their best efforts to settle such dispute, claim, cause of action, question, or disagreement. If they do not reach a settlement within sixty (60) days, the parties agree to submit the dispute to mediation before resorting to litigation. If a dispute at law arises related to the services provided under this AGREEMENT, and such dispute cannot be resolved by negotiation or mediation: (i) CLIENT assents to personal jurisdiction in the State of Washington; (ii) the claim will be brought and tried in either the federal or state jurisdiction in the county where HART CROWSER's principal place of business is located, and CLIENT waives the right to transfer the action to any other county or judicial jurisdiction; and (iii) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney fees, and other claim-related expenses.

15. PRECEDENCE AND ENTIRE AGREEMENT. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions, oral or written, contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding HART CROWSER's services. **CLIENT and HART CROWSER agree that all provisions of these Terms and Conditions were mutually negotiated and agreed upon, and that this AGREEMENT represents the entire AGREEMENT between the parties. No modification or alteration of any provision of this AGREEMENT shall be binding upon either CLIENT or HART CROWSER, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.**

16. MISCELLANEOUS PROVISIONS. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Performance of this AGREEMENT may not be assigned by either party without the express written consent of the other, and CLIENT shall not assign any of its legal remedies or courses of action arising from or relating to HART CROWSER's performance of or breach of this AGREEMENT without the express written consent of HART CROWSER. No waiver of any right or remedy in respect of any occurrence shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion. **CLIENT and HART CROWSER acknowledge that they have had the opportunity to have this AGREEMENT and all matters related thereto, reviewed by their legal counsel.**

PAGE NO: XX
INVOICE NO: XXXXXX
DATE: XX/XX/XXXX
PROJECT: XXXXXXXX



Hart Crowser, Inc.
1700 Westlake Avenue North,
Suite 200
Seattle, Washington 98109-6212
EIN 91-0918895
Fax 206.328.5581
Tel 206.324.9530

Edmonds • Portland • Seattle

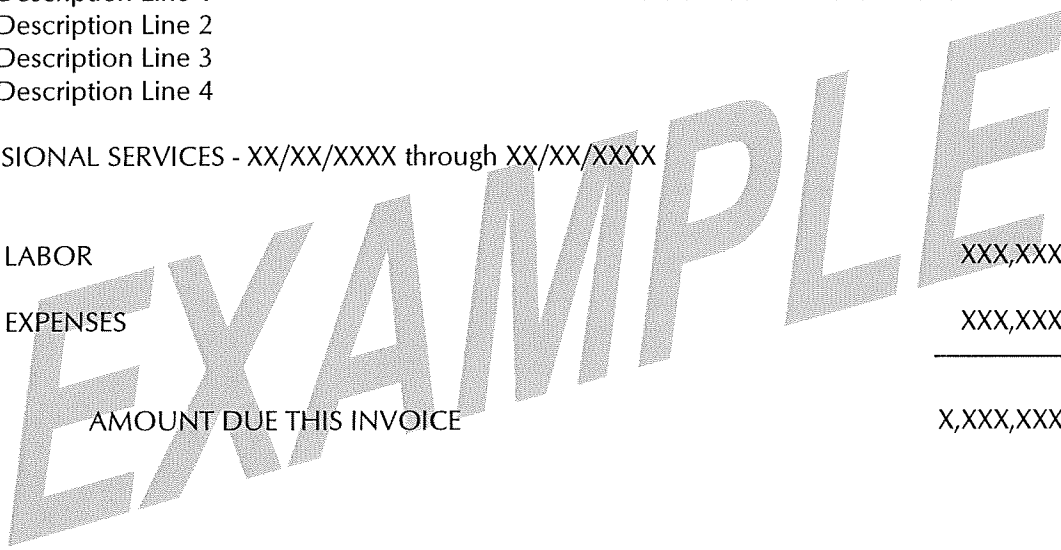
Client Name
Client Address Line 1
Client Address Line 2
Client Address Line 3
Client Address Line 4

ATTENTION: Client Contact

Project Description Line 1 REF. NO: Client P.O. No.
Project Description Line 2
Project Description Line 3
Project Description Line 4

PROFESSIONAL SERVICES - XX/XX/XXXX through XX/XX/XXXX

DIRECT LABOR	XXX,XXX.XX
DIRECT EXPENSES	XXX,XXX.XX
	<hr/>
AMOUNT DUE THIS INVOICE	X,XXX,XXX.XX



Total Authorized	\$ X,XXX,XXX.XX
Invoiced to Date	\$ X,XXX,XXX.XX
	<hr/>
Balance Remaining	\$ X,XXX,XXX.XX

RATE SCHEDULE INVOICE

Exhibit A
Sheet 1 of 2

TERMS: Payment due upon receipt. A service charge of 1-1/2% (18% per annum) will be made on all unpaid invoices 30 (or more) days after the date of this invoice. All costs and expenses incurred by us in connection with the collection of overdue amounts (including without limitation collection charges and attorney's fees) shall be immediately due and payable to us by the client. **Please pay from this invoice.**



HART CROWSER RATE SCHEDULE

Staff	\$95
Sr. Staff	\$115
Project	\$130
Sr. Project	\$150
Numeric Modeler	\$160
Associate	\$172
Sr. Associate	\$192
Principal	\$220
Sr. Principal	\$240
Drafter	\$98
Project Assistant	\$78
Technician (4-hour minimum)	\$80

DIRECT CHARGES

Auto Mileage	Current Federal Standard
Truck/Van Rental (Half-day minimum)	\$85/day + 25¢/mile over 50
Subcontractors and Outside Vendors	Cost + 15%
Communication Charge	5% of Billed Labor
Second and Third Shift Weekend and Holidays*	\$20/hr premium

The current Schedule of Laboratory and Field Charges for in-house laboratory services and field equipment rental and supplies is available upon request. All rates are subject to change without notice.

*Second and Third Shifts are those starting between 4 PM and 4 AM. Extended and back to back shifts with more than 10 total hours will have hours in excess of 10 billed with premium.

Preparation for testimony and appearance at depositions and testimony will be charged at 1.5 times the specified rate.

HC2013



CONTRACT CHANGE

CHANGE NO. _____ Date: _____

CLIENT _____

JOB NO. _____

PROJECT _____

Description of Work	
Task 1	
Costs for Task 1	
XXXXXXXXXXXX	\$XXX
Xxxx xxxxx xxxxxxxx xxxx	\$X,XXX
To tab within a table, hit Ctrl-Tab	\$X,XXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$X,XXX
Total	\$XX,XXX
Task 2	
Costs for Task 2	
XXXXXXXXXXXXXXXXXXXX	\$X,XXX
Total	\$X,XXX



Company Name
Date

0000-00
Page 2

Task 3	
Costs for Task 3	
Xxxxxxxxx xxxxxxxx	\$X,XXX
Total	\$X,XXX
Total Costs	\$XX,XXX

This change amends contract between _____ and Hart Crowser dated _____ under Hart Crowser job number _____. Except as amended above, all terms and conditions apply to this Contract Change. To indicate your acceptance, please return one signed copy.

ACCEPTED FOR CLIENT By: _____ Date: _____

Printed Name: _____

HART CROWSER, INC. By: _____ Date: _____

Printed Name: _____

EXHIBIT B

Hough Beck Baird Inc.
City of Gig Harbor
Anchich Park Project

Scope of Work and Descriptions by Task

Task	SCOPE OF WORK	Principal	Project Manager	Designer	Computer/ Tech	Business Dev.	Admin.	Reimb.	Salary Cost
100	PROJECT KICKOFF AND FIELD STUDIES								
	Research and Coordination		1		6		1		
	Kickoff meeting and site assessment		6	6					
	Subtotals	0.00	7.00	6.00	6.00	0.00	1.00		\$ 1,926.07
200	PROJECT MANAGEMENT								
	Monthly Invoicing		8			12	8		
	Team Coordination Meetings (6)		12	6					
	Quality Control Reviews	24							
	Subtotals	24.00	20.00	6.00	0.00	12.00	8.00		\$ 8,992.34
300	CONCEPT REPORTS AND MEETINGS								
	rendered w/ sections and photo examples)	8	32	12	86		4		
	Concept Analysis Report (summary, cost estimates, comparison matrix)	2	12	8	24		2		
	Stakeholder and Community Meetings (8 w/ PPT presentation)		32	16	32				
	Design Review Board Meetings (3 w/ PPT presentation)		12	6	12				
	Design Review Permits (exhibits & review only)		2		6		2		
	Subtotals	10.00	90.00	42.00	160.00	0.00	8.00		\$ 29,010.24
400	ENVIRONMENTAL PERMITS								
	<i>No HBB work anticipated.</i>								
	Subtotals	0.00	0.00	0.00	0.00	0.00	0.00		\$ -
500	PLANS, SPECIFICATIONS AND ESTIMATES								
	Engineering (35%, 65%, 95%, Final)								
	- planting plan, schedule and details (4)	6	24	12	56		6		
	(4)	6	12	24	48		4		
	- site furnishing, schedule and details (3)	8	24	12	42		6		
	PS&E Submittals	4	8		12		2		
	Subtotals	24.00	68.00	48.00	158.00	0.00	18.00		\$ 29,417.72
600	BID AND CONSTRUCTION SUPPORT								
	Bidding Assistance and Meetings		4						
	Submittals and RFIs	2	8	4	12		2		
	On-site and Quality Assurance (6)	4	36		12		6		
	Subtotals	6.00	48.00	4.00	24.00	0.00	8.00		\$ 9,979.38
Total Reimbursable / Salary Costs									\$ 79,325.75

EXHIBIT B

Hough Beck Baird Inc.

Total Reimbursable Expenses	<u>\$1,200.00</u>
<i>(mileage, reproduction, and other project related costs)</i>	
TOTAL COST OF SERVICES	<u><u>\$ 80,525.75</u></u>

ASSUMPTIONS:

1. The above fee is an estimate of how we expect to allocate our time. We reserve the right to move time between phases as needed to accomplish the overall goals of the project



Local Offices

WA: P.O. Box 1184, Woodinville, WA Phone 425-485-8908
 WA: 35100 Pacific HWY South., Federal Way, WA 98003 Phone 253-883-5200
 OR: 13600 SE Ambler Rd., Clackamas, OR 97105 Phone 503-775-4118
 ID: 6480 Contractors Street, Boise, ID 83709 Phone 208-345-0878

PROJECT PROPOSAL

Date: 10/20/2015
 Client: PND
 Contact: Mike Hartley
 Email: mhartley@pndsea.com
 Street Address: 811 First Ave., Suite 570
 City/State/Zip: Seattle, WA. 98104
 Tel: (206) 624-1387
 Mobile:
 Fax: (206) 624-1388
 Project: Gig Harbor Mud Rotary
 Street Address: 3523 Harborview Dr.
 City/State/Zip: Gig Harbor, WA

Description	Unit	Quant.	Unit Price	Unit Total
Mobilization/Demobilization	Each	1	\$ 950.00	\$ 950.00
DOE NOI/Boring log	Each	3	\$ 25.00	\$ 75.00
Daily travel/Nightly Loading	Day	2	\$ 300.00	\$ 600.00
Set-up/Clean up <i>extra time required for extensive cribbing</i>	Hours	6	\$ 250.00	\$ 1,500.00
Auger/Mud rotary drilling 0 - 50 ft	Feet	150	\$ 25.00	\$ 3,750.00
Auger/Mud rotary drilling 50 - 100 ft	Feet	30	\$ 30.00	\$ 900.00
Auger/Mud rotary drilling 100 - 150 ft	Feet		\$ 35.00	\$ -
Auger/Mud rotary drilling 150 + ft	Hours		\$ 350.00	\$ -
Extra sample	Each	12	\$ 35.00	\$ 420.00
Borehole sealing and patch	Feet	180	\$ 10.00	\$ 1,800.00
Additional hourly/Stand-by/Safety meetings	Hours		\$ 250.00	\$ -
IDW disposal - per drum	Each	5	\$ 250.00	\$ 1,250.00
Shelby tube & caps	Each		\$ 30.00	\$ -
	Subtotal			\$ 11,245.00
	Sales Tax		0.00%	\$ -

Scope:

Three borings will be drilled using a truck mounted mud rotary drill at a site in Gig Harbor, WA. Samples will be collected every 2.5' to 20' then every 5' until the borings are completed. There will be no installations. This project will require extensive cribbing up of the drill rig. Non hazardous drill cuttings will be disposed of by Cascade Drilling L.P. Expect reasonable truck rig access. Assume no limited work hours or prevailing wages.

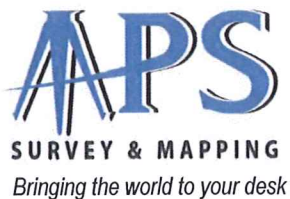
Notes/Assumptions:

Drilling through asphalt or dirt surface (concrete coring/cutting at additional cost)
 Prices assume no work hour restrictions. Stand-by rates apply if work hours are restricted.
 Prices are based on Standard Labor Rates (not Prevailing or Davis Bacon Wages)
 Utility location/clearance, traffic control & site security by others
 Proposal is subject to final review of terms and conditions; assume Net 30 Payment Terms
 Well development by others may void some or all of Cascade Drilling warranties of workmanship and materials.

Total Cost Estimate

\$ 11,245.00

Drill Rig Type: Auger/Wash Rotary
 Drill Configuration: Truck
 Prepared By: Trent Castner 503-572-3090



November 1 2015

Steve Robert, P.E.
Senior Engineer
P|N|D Engineers, Inc.
1736 Fourth Avenue South, Suite A
Seattle, WA 98134
206-624-1387
SRobert@pndengineers.com

Re: Land Survey Proposal for Anchich Park – Gig Harbor, Washington:
Government Lot 7, SW ¼ Sec. 5, T21N, R2E, W.M.

Steve,

Thank you for the opportunity to prepare this proposal for Land Survey services for the Anchich Park project in Gig Harbor, Washington. As I understand it you are requesting a Boundary and Topographic Survey of the subject site. This would include us to locate existing monumentation, show topography, locate all underground and overhead utilities, and depict accurate property boundaries. The subject area of the requested survey is shown in the attached Exhibit A. Based on this understanding the proposed scope is as follows:

Scope-of-Work

1. APS will research the boundaries of the subject site
2. APS will locate existing survey control that establishes the subject site's boundary line locations
3. APS will coordinate with Applied Professional Services to mark the location of underground utilities on the ground surface.
4. APS will map the subject site. This includes both uplands and hydrographic mapping.
5. APS will prepare an industry standard CAD and PDF file of our findings.

Assumptions

1. The horizontal coordinate system for the project and AutoCAD file is NAD83-91 – Washington State Plane North Zone, and elevations based on references on the survey you provided by Baseline Engineering (Exhibit A)
2. The data collected for the survey will be sufficient for a two-foot contour level.
3. We do not plan to set any corner or line markers or file a Record of Survey

Schedule

We will begin planning for this project as soon as we receive your work authorization. In the interest of safety this time of year, we are weather dependent for much of the field work activities. However, for planning we can assume that the weather will cooperate on a couple of days within a ten day period. We anticipate two site visits to complete all the field work for this project. The Map Exhibit will be ready about a week after the field work is complete. With this in mind a realistic schedule is two to three weeks to complete this project.

Deliverables

We will send an industry standard drawing in AutoCAD and PDF formats of the survey.

Cost

We can complete the above scope for a not to exceed cost of \$7,936. This budget is based on the estimated hours and expenses to complete the project and our standard billing rates.

If you have any questions or concerns with this proposal, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Edwards". The signature is fluid and cursive, with a large loop at the end.

Scott Edwards, PLS, CFedS
Vice President
APS Survey and Mapping,



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

Subject: Resolution No. 1017 - Closed Record Decision - Harbor Hill S1 Final Plat and Final PRD Approval (PL-FPLAT-15-0007, PL-FPRD-15-0004)

Proposed Council Action: Adopt resolution No. 1017 approving the final plat and final PRD of Harbor Hill Division S1

Dept. Origin: Planning Department

Prepared by: Carl de Simas, Associate Planner *cds 11/18/15*

For Agenda of: November 23, 2015

Exhibits: Resolution
Planning Director's Recommendation
Final Plat Map

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
JA 11/18/15
RW 11/18/15
vic. email 11/17/15
N/A
JK 11/18/15

Expenditure Required	Amount Budgeted	Appropriation Required
0	0	0

INFORMATION / BACKGROUND

Attached for your consideration is a resolution approving the final plat and final planned residential development for Division S1 of Harbor Hill, located south of Borgen Blvd. and east of Harbor Hill Division S7. This division includes 28 single family residential lots, 2 open space tracts, one future development tract and dedicated right-of-way for public streets to be constructed. The applicant has bonded for the infrastructure, landscaping and amenities contained within the S1 Division.

The applicant is Harbor Hill LLC, represented by John Chadwell. The preliminary plat and PRD were conditionally approved by the City Hearing Examiner on December 30, 2010. The site is the subject of a development agreement with City Council dated November 9, 2010, amended November 26, 2012 and April 28, 2014. Three major amendments have been approved by the Planning Director since the initial approval by the Hearing Examiner.

POLICY CONSIDERATIONS

Staff has reviewed the criteria for approval of the final plat and final PRD, as specified in GHMC Chapters 16.06 and 17.89; and has determined that the applicant has met the criteria for the approval of the final plat/PRD. Please refer to the attached Planning Director's Recommendation for staff's review of the proposal.

ENVIRONMENTAL ANALYSIS

The City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat, planned residential development, rezone and design review of the subdivision of three parcels into

554 single family lots and two multiple family lots that would be developed with a total of 270 units on November 17, 2010. Additionally a SEPA Addendum was issued July 31, 2013. This phase conforms to the requirements of the MDNS.

FISCAL CONSIDERATION

The proposal does not include any significant fiscal impacts.

PLANNING DIRECTOR RECOMMENDATION

Move to adopt resolution No. 1017 approving the final plat and final PRD of Harbor Hill Division S1.

RESOLUTION NO. 1017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT AND FINAL PRD FOR DIVISION S1 OF HARBOR HILL, LOCATED SOUTH OF BORGES BLVD. AND EAST OF THE HARBOR HILL DIVISION S7, A PORTION OF PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER(S) 4003200290, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-15-0007 AND PL-FPRD-15-0004.

WHEREAS, on December 30, 2010, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat and preliminary planned residential development (PRD) approval to Harbor Hill, located north and south of Borgen Blvd. and east of the Harbor Hill Business Park and the Ridge at Gig Harbor Subdivision; and

WHEREAS, on October 8, 2010, the City Council approved a Development Agreement for Harbor Hill providing for 20 years of vesting, phased development and allowing certain deviations from the code; and

WHEREAS, Division S1 is an approved phase of the Harbor Hill Preliminary Plat and PRD located south of Borgen Blvd. and east of Harbor Hill Division S7, a portion of Pierce County Assessor-Treasurer Parcel Number 4003200290, containing 28 single family residential lots, a private park, portions of the south wetland loop trail, PRD related parks/buffers/open spaces and infrastructure required to serve the division; and

WHEREAS, on November 26, 2012 the City Council approved Amendments to the Development Agreement allowing the Planning Director to approve modifications to the Preliminary Plat and PRD Approvals; and

WHEREAS, on April 28, 2014 the City Council approved Amendments to the Development Agreement expanding the area where independent and assisted living

facilities and skilled nursing facilities are allowed, modifying the provisions for model homes and updating the infrastructure phasing plan; and

WHEREAS, following the approval of the amended development agreement the owner applied for and received approval of three major preliminary plat and preliminary PRD revisions on August 2, 2013, July 14, 2014, and July 29, 2014; and

WHEREAS, the applicant submitted and received approval on May 19, 2015 for Civil Construction Plans for the S1 Division of the plat/PRD (Case # EN-15-0018); and

WHEREAS, the applicant has posted performance bonds for the public and private infrastructure required in the preliminary plat/PRD approval for the S1 Division; and

WHEREAS, street names being utilized in Harbor Hill Division S1 were previously approved by the City on September 14, 2015; and

WHEREAS, an application for final plat and final PRD approval was submitted to the City on September 22, 2015; and

WHEREAS, the applications submitted for final plat and final PRD approval were deemed to be complete on September 22, 2015; and

WHEREAS, the proposed final plat/PRD were circulated to the appropriate departments of the City for review; and

WHEREAS, the City requested revisions on October 20, 2015 to the final plat/PRD drawing; and

WHEREAS, the applicant submitted the requested revisions on October 28, 2015; and

WHEREAS, the City requested revisions to the final plat/PRD drawing on November 13, 2015; and

WHEREAS, the applicant submitted the requested revisions on November 16, 2015; and

WHEREAS, the final drawings of the proposed final plat/PRD and requested documents were circulated to the appropriate departments of the City and recommendations for approval were obtained; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of November 23, 2015; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005, the Harbor Hill Division S1 subdivision, subject to the conditions imposed in Section 2:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;
2. Conforms to all terms of the preliminary plat and preliminary PRD approvals; and a performance bond has been accepted in lieu of construction of the required and uncompleted improvements and
3. Conforms to all terms of the Development Agreement approval; and

4. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

B. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 17.89.080, the Harbor Hill Division S1 Final PRD, subject to the conditions imposed in Section 2:

1. Provides all features and amenities identified in the preliminary PRD;
2. Complies with the conditions of approval required by the City Engineer;
3. Complies with all conditions of approval required by the Fire Marshal;
4. Complies with all conditions of approval required by the Planning Director and a performance bond has been accepted in lieu of construction for required landscaping and amenities contained within Division S1;
5. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 17 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Approval; Conditions

The City Council hereby approves Harbor Hill Division S1 Final Plat and Final PRD, File Nos. PL-FPLAT-15-0007 and PL-FPRD-15-0004, subject to the following conditions:

1. The landscape and PRD improvements contained in Division S1 (and bonded for under surety #757633S) shall be completed by the applicant and accepted by the City within the timelines established within the bonds unless an extension is granted by the Planning Director; and

2. The infrastructure contained in Civil Permit EN-15-0018 (and bonded for under surety #491011S) shall be completed by the applicant and accepted by the City on or before November 30, 2015 unless an extension is granted at the sole discretion of the City Engineer related to wet weather delays or other unavoidable construction delays; and
3. The applicant shall maintain control of the on-site construction limits until such time as the infrastructure improvements are completed in its entirety and accepted by the City. "Control of the on-site construction limits" is understood to mean that use of the improvements and access to and from the limits of construction is restricted by the applicant at the applicant's sole discretion and liability for use of the construction site and improvements lies solely and completely with the applicant; and
4. No certificate of occupancy for any building permit within this Division will be issued unless the infrastructure improvements have been completed in its entirety and accepted by the City, notwithstanding possible future written agreements.

Section 3. The City Council directs the Mayor and all other appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 4. The City shall record the final plat with the County Auditor, at the expense of the applicant, after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full.

RESOLVED this 23 day of November, 2015.

APPROVED:

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
Angela G. Summerfield

FILED WITH THE CITY CLERK: 11/18/15
PASSED BY THE CITY COUNCIL: 11/23/15
RESOLUTION NO. 1017

VOL/PG

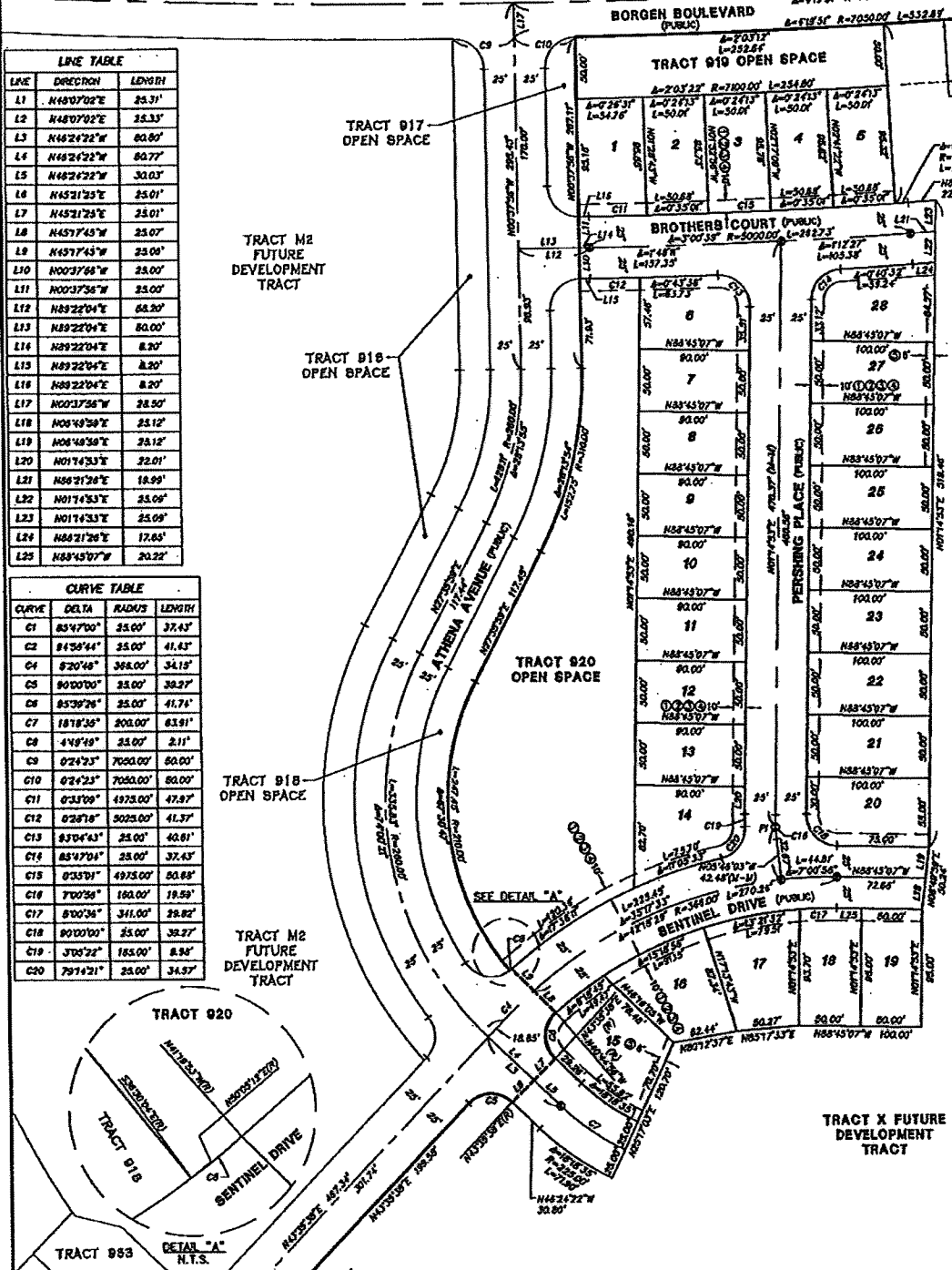
HARBOR HILL

DIVISION S1 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF NE, SW, & SE OF NE 1/4,
SECTION 31, TOWNSHIP 22 N, RANGE 2 E, W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

LINE	DIRECTION	LENGTH
L1	N46°07'02"E	23.31'
L2	N46°07'02"E	23.33'
L3	N46°24'22"W	60.60'
L4	N46°24'22"W	60.77'
L5	N46°24'22"W	30.03'
L6	N45°21'25"E	25.01'
L7	N45°21'25"E	25.01'
L8	N45°17'45"W	25.07'
L9	N45°17'45"W	25.09'
L10	N00°37'56"W	25.00'
L11	N00°37'56"W	25.00'
L12	N89°22'04"E	66.30'
L13	N89°22'04"E	60.00'
L14	N89°22'04"E	8.20'
L15	N89°22'04"E	8.20'
L16	N89°22'04"E	8.20'
L17	N00°37'56"W	28.50'
L18	N08°48'39"E	25.12'
L19	N08°48'39"E	28.12'
L20	N01°14'33"E	22.01'
L21	N88°21'26"E	18.89'
L22	N01°14'33"E	25.09'
L23	N01°14'33"E	25.09'
L24	N88°21'26"E	17.65'
L25	N88°45'07"W	20.22'

CURVE	DELTA	RADIUS	LENGTH
C1	83°47'00"	35.00'	37.43'
C2	84°35'44"	35.00'	41.43'
C4	87°07'48"	368.00'	34.15'
C5	90°00'00"	35.00'	38.27'
C6	85°39'29"	25.00'	41.74'
C7	187°18'36"	200.00'	83.91'
C8	41°18'18"	25.00'	2.11'
C9	92°42'23"	7000.00'	60.00'
C10	92°42'23"	7000.00'	60.00'
C11	93°37'09"	4975.00'	47.97'
C12	92°38'18"	5025.00'	41.37'
C13	83°04'43"	25.00'	40.61'
C14	85°47'04"	25.00'	37.43'
C15	93°35'01"	4975.00'	50.88'
C16	70°35'30"	180.00'	19.59'
C17	87°00'36"	341.00'	28.82'
C18	90°00'00"	35.00'	38.27'
C19	37°05'22"	185.00'	8.85'
C20	79°14'21"	25.00'	34.57'



SCALE: 1" = 60'

HORIZONTAL DATUM
NAD 83 (WASHINGTON STATE PLANE COORDINATE SYSTEM - WA SOUTH)

BASIS OF BEARINGS
HELD A BEARING OF N 01°28'45" E FROM THE MONUMENT IN CASE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M. TO A PUNCH IN 3" BRASS DISC AT THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.

- LEGEND
- ⊙ SET MONUMENT
 - (M) MONUMENT TO MONUMENT
 - (R) RADIAL BEARING
 - Ⓢ PUBLIC DRY UTILITY EASEMENT
 - Ⓣ PRIVATE STORM DRAINAGE EASEMENT
 - Ⓤ PUBLIC WATER EASEMENT
 - Ⓦ PUBLIC SANITARY SEWER EASEMENT
 - Ⓡ PRIVATE ROOFCY EASEMENT

NOTES
1. REFER TO SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION

LOT	ADDRESS
1	3981 BROTHERS COURT
2	3985 BROTHERS COURT
3	3989 BROTHERS COURT
4	3913 BROTHERS COURT
5	3987 BROTHERS COURT
6	11104 PERSHING PLACE
7	11090 PERSHING PLACE
8	11076 PERSHING PLACE
9	11062 PERSHING PLACE
10	11048 PERSHING PLACE
11	11034 PERSHING PLACE
12	11020 PERSHING PLACE
13	11006 PERSHING PLACE
14	10992 PERSHING PLACE
15	3956 SENTINEL DRIVE
16	3940 SENTINEL DRIVE
17	3914 SENTINEL DRIVE
18	3888 SENTINEL DRIVE
19	3862 SENTINEL DRIVE
20	10993 PERSHING PLACE
21	11007 PERSHING PLACE
22	11021 PERSHING PLACE
23	11035 PERSHING PLACE
24	11049 PERSHING PLACE
25	11063 PERSHING PLACE
26	11077 PERSHING PLACE
27	11091 PERSHING PLACE
28	11105 PERSHING PLACE

HARBOR HILL, DIVISION S1
CITY OF GIG HARBOR
FILE NUMBER: PL-FPLAT-15-0007
CITY OF GIG HARBOR,
PIERCE COUNTY, WASHINGTON

triad
20300 Woodville Suburban Rd NE • Woodinville, WA 98072
P: 425.485.2000 • F: 425.484.5099 • www.triad.com

JOB NO 08-058
SHEET 6 OF 7

VOL/PG



TO: Mayor Guernsey and City Council
FROM: Jennifer Kester, Planning Director
SUBJECT: Closed Record Decision-Final Plat/Final PRD Approval-Harbor Hill S1
DATE: November 23, 2015

INFORMATION/BACKGROUND:

The applicant, Harbor Hill LLC, has requested final plat approval for Division S1 of Harbor Hill to allow the segregation of 28 single family residential lots, two open space tracts, one future development tract, PRD related buffers/open spaces and infrastructure required to serve the division. The site is located south of Borgen Blvd. and east of Harbor Hill Division S7. The City has a Development Agreement with this developer that provides for phasing, vesting and amends development regulations.

The preliminary plat/PRD was approved by the City in December 30, 2010 to allow the segregation of the 200 acre site into 554 single family lots and two future development tracts for multi-family development; subject to 16 conditions of approval. The Planning Director has approved three major revisions to the preliminary plat and PRD as authorized by the Development Agreement. The first revision was known as the M2 Revisions which expanded the M2 lot and revised the location of the wetland mitigation, approved August 2, 2013. The second revision to be approved was the North Revisions approved on July 14, 2014 which affected grading, setbacks and impervious areas in the N2-5 divisions. The South revisions were approved on July 29, 2014, it further expanded the M2 lot area and removed several single family lots. None of the revisions substantially affect the S1 division.

While the entire south wetland loop trail is required to be dedicated to the City prior to the issuance of occupancy certificates for 400 dwellings within the Harbor Hill Plat/PRD. As of November 23, 2015 the project has obtained occupancy for 271 dwellings (172 apartments and 99 single family homes). This threshold has not yet been met, however the number of units located in areas that have received final plat exceeds 400 dwelling units. Upon the recording of the S1 division, final plat will have occurred for 265 single family lots and 172 apartment units. The first phase of the Heron's Key CCRC includes the equivalent of 77.3 dwellings. Submitted building permits for Harbor Hill dwellings (of all types of units including those at Heron's Key and at all stages of review or construction) as of November 23, 2015 total the equivalent of 381.3 dwellings. The

timeline for the dedication of the trail will depend on the rate of the construction of the dwelling units within the platted divisions. The developer will retain tract C for the interim.

The following is an analysis of the request for consistency with the city's requirements for final plat and final PRD approval and with the conditions of approval imposed upon the project.

POLICY CONSIDERATIONS: Final PRD

Staff has reviewed the request for consistency with the criteria for approval of the final planned residential development as specified in Gig Harbor Municipal Code (GHMC) Chapter 17.89.080, and has determined that the applicant has met the criteria for approval of the final PRD as follows:

GHMC 17.89.080 Criteria for approval of final PRD application.

A. Applicants for a final PRD application shall demonstrate that all of the following criteria have been satisfied:

1. All features and amenities identified in the preliminary PRD have been constructed and/or are retained or improved;

The preliminary PRD approval was based upon the design features included in the proposed development including (but not limited to) the preservation of critical areas, interconnected open spaces and location of the highest densities in the areas adjacent to Borgen Blvd. and the existing commercial districts in the vicinity.

The S1 Division reestablishes Tract X for future development of Harbor Hill Divisions S2-S6, including open space tracts, infrastructure and portions of the wetland loop trail.

Other PRD improvements in this division include a homeowners park. All features proposed in the preliminary PRD have been maintained in the approved civil plans and the construction of the required improvements have been bonded for in accordance with the Development Agreement.

2. The city public works director has documented that all conditions imposed on the preliminary PRD requiring public works department approval have been constructed or improved to the satisfaction of the director;

The City Engineer has accepted a performance bond for the construction of the required and uncompleted infrastructure elements required to serve Division S1 of the PRD. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

3. The city fire marshal has documented that all conditions imposed on the preliminary PRD requiring fire code approval have been constructed (or per the fire marshal's discretion will be constructed pursuant to a subsequent permit) to the satisfaction of the fire marshal;

The Fire Marshall has approved Division S1 of the PRD. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

4. The city planning director has documented that all conditions imposed on the preliminary PRD requiring planning department approval have been constructed to the satisfaction of the director;

The Planning Director has reviewed Division S1 for compliance with the conditions of approval. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

5. Findings must be made that the preliminary PRD (and/or preliminary plat) conforms to all terms of preliminary PRD approval, and that the PRD meets the requirements of this chapter and all other applicable codes and state laws.

Findings have been developed in the attached resolution provided for your consideration. The findings support the approval of the Final PRD as well as the Final Plat.

POLICY CONSIDERATIONS: Final Plat

Staff has reviewed the request for consistency with the criteria for approval of the final plat as specified in Gig Harbor Municipal Code (GHMC) Chapter 16.06, and has determined that the applicant has met the criteria for approval of the final plat as follows:

GHMC 16.06.004-Recommendation as prerequisites for final plat approval:

Each preliminary plat submitted for final approval shall be accompanied by the following recommendations:

- A. Local health department or other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply;

The City of Gig Harbor is furnishing sewage disposal and water to the site.

- B. Planning director's recommendation as to compliance with all of the terms of preliminary plat approval of the proposed plat or subdivision;

The applicant has complied with all terms of the preliminary plat approval, as discussed below.

- C. Approval of the city engineer.

The City Engineer recommends approval of the final plat as the applicant has bonded for all required civil infrastructure improvements.

GHMC 16.06.005-Criteria for approval of subdivisions:

A final plat application shall be approved if the subdivision proposed for approval:

- A. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;

Division S1 of the Harbor Hill Plat/PRD has met the requirements of the municipal code. The proposed subdivision conforms to all applicable zoning ordinances and the comprehensive plan. The applicant has complied with the requirements to dedicate streets, open space and utility and access easements. The approved civil plans document that the construction of required improvements will comply with the City's adopted public works construction standards. For those improvements that have not yet been completed, the applicant has bonded for the work pursuant to GHMC 16.08 and the Development Agreement. In addition the final plat contains the required certificates from the owner, surveyor, and city and county officials.

- B. Conforms to all terms of the preliminary plat approval;

The proposed final plat of Harbor Hill Division S1 conforms to the conditions of the preliminary plat/PRD as follows:

HEX Condition 1: THE APPLICANT SHALL COMPLY WITH ALL MITIGATION MEASURES FOUND IN THE MITIGATED DETERMINATION OF NON SIGNIFICANCE (SEPA 08-0034) ISSUED FOR THE PROPOSAL, OR AS SUBSEQUENTLY AMENDED.

The MDNS issued for the proposal included three mitigation requirements:

- A. The applicant shall implement the public infrastructure improvements proposed in the plan set dated August 17, 2010, revised October 4, 2010.

The Harbor Hill Phase S1 civil construction plans provide the required infrastructure for the S1 Division in accordance with the Harbor Hill PRD Infrastructure Phasing Plan. The infrastructure is currently under construction and the City holds a performance bond for the work. The City and the applicant agreed in writing to the following:

1. The infrastructure contained in Civil Permit EN-15-0018 (and bonded for under surety #491011S) shall be completed by the applicant and accepted by the City on or before November 30, 2016 unless an extension is granted at the sole discretion of the City Engineer related to wet weather delays or other unavoidable construction delays; and
2. The applicant shall maintain control of the on-site construction limits until such time as the infrastructure improvements are completed and accepted by the City. "Control of the on-site and off-site construction limits" is understood to mean that use of the improvements and access to and from the limits of construction is restricted by the applicant by installation of road closure barricades to seal off all access to public traffic. The liability for use of the construction site and improvements lies solely with the applicant.
3. A certificate of occupancy for any building permit shall not be issued until all of the infrastructure improvements have been completed and accepted by the City, notwithstanding possible future written agreements.

Conditions of approval reflecting this understanding have been placed in the Resolution drafted to approve the final plat and PRD requiring compliance with these conditions.

- B. The applicant shall install a permanent buffer fence with signage every 100 feet along the edge of all wetland buffers adjacent to the proposed park and trail areas, and along the edge of created wetland area. Fence design shall be of a split rail design with two rails, or an equivalent design. Signage shall be approved by the Planning Department prior to installation.

The S1 Division of Harbor Hill does not include any wetland areas.

- C. At the end of the five year monitoring period, the applicant shall submit a wetland delineation and survey to verify the created wetland meets the square footage requirements.

No mitigation areas are contained with Division S1.

HEX Condition 2: ALL PERIMETER LANDSCAPING BUFFERS SHALL BE VEGETATED TO MEET THE STANDARDS OF GHMC 17.78.060, AS AMENDED THROUGH THE ALTERNATIVE LANDSCAPE PLAN APPROVED BY THE HEARING EXAMINER. THIS REQUIREMENT SHALL BE MET PRIOR TO APPROVAL OF THE FINAL PLAT.

The proposed buffers comply with this condition, including those future buffers that will be created in Tract X as noted on the plat. Staff has reviewed the screening within the perimeter buffers, reviewed the landscape plans and determined that the planning landscape bond includes the necessary plantings needed to achieve the required screening. The Development Agreement allows for such bonding.

HEX Condition 3: FIRE FLOW REQUIREMENTS SHALL BE MET. LOCATION AND MANNER OF FIRE LANE MARKINGS SHALL BE PROVIDED AT TIME OF CIVIL REVIEW.

Fire Flow requirements have been met. Pavement markings and signage plans are included in the civil construction drawings. Furthermore, a note has been added to the civil plans that allows the fire marshal to require additional "No Parking – Fire Lane" signs and/or curb markings.

HEX Condition 4: CITY FORCES MAY REMOVE ANY TRAFFIC CONTROL DEVICE CONSTRUCTED WITHIN THE CITY RIGHT OF WAY NOT APPROVED BY THE OPERATIONS AND ENGINEERING DIVISION. ANY LIABILITY INCURRED BY THE CITY DUE TO NON-CONFORMANCE BY THE APPLICANT SHALL BE TRANSFERRED TO THE APPLICANT.

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 3 of the final plat.

HEX Condition 5: A ROAD ENCROACHMENT PERMIT SHALL BE ACQUIRED FROM THE CITY PRIOR TO ANY CONSTRUCTION WITHIN CITY RIGHT OF WAY, INCLUDING UTILITY WORK, IMPROVEMENTS TO THE CURB, GUTTER, AND SIDEWALK, ROADWAY SHOULDERS AND DITCHES, AND INSTALLATION OF CULVERTS. ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL.

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 3 of the final plat.

HEX Condition 6: PERMANENT SURVEY CONTROL MONUMENTS SHALL BE PLACED TO ESTABLISH PUBLIC STREET CENTERLINES, INTERSECTIONS, ANGLE POINTS, CURVES, SUBDIVISION BOUNDARIES AND OTHER POINTS OF CONTROL. A MINIMUM OF TWO PERMANENT SURVEY CONTROL MONUMENTS SHALL BE INSTALLED AT LOCATIONS DETERMINED BY THE CITY IN ACCORDANCE WITH THE CITY'S PUBLIC WORKS STANDARDS AND RECORDED WITH THE PIERCE COUNTY SURVEY CONTROL DIVISION PRIOR TO FINAL ENGINEERING APPROVAL OF CIVIL IMPROVEMENTS.

Survey control monument locations are shown on the civil construction plans. The applicant has included this requirement in the list of conditions contained on sheet 3 of the final plat.

HEX Condition 7: IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS.

This note has been included on the final plat. A Home Owners Association has been created and will be responsible for the irrigation and maintenance of the landscaping in the public Right of Way.

HEX Condition 8: THE FINAL PLAT MAP SHALL NOTE (WHERE IN QUOTES) OR DELINEATE THE FOLLOWING:

- 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) "MAINTAINING ADEQUATE SITE DISTANCE AT ALL VEHICULAR ACCESS POINTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO MAINTAIN ADEQUATE SITE DISTANCE AT PRIVATE ACCESS POINTS LOCATED WITHIN THIS PLAT."
- c) "INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE UNLESS IT IS PROVEN TO BE ADEQUATELY RETAINED/DETAINED BY AN OFFSITE REGIONAL FACILITY.
- d) "WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED."
- e) STORMWATER FOR RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM

DRAIN CONNECTION POINTS.

- f) "THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER (201204250236)."
- g) "STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS SITE PLAN. 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."

The required notes have been included on the final plat.

HEX Condition 9: AN ASSOCIATION OF OWNERS SHALL BE FORMED AND CONTINUED FOR THE PURPOSE OF MAINTAINING THE COMMON OPEN SPACE. THE ASSOCIATION SHALL BE CREATED AS AN ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE AND SHALL ADOPT AND PROPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS, AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTIONS ON THE COMMON OPEN SPACE THAT ARE ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUING CARE OF THE SPACE. NO COMMON OPEN SPACE MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF COMMON OPEN SPACE AREA, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE PERMITTED ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS. ALTERNATIVELY, THE COMMON OPEN SPACE MAY BE CONVEYED TO A PUBLIC AGENCY WHICH AGREES TO MAINTAIN THE COMMON OPEN SPACE AND ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, WHICH HAVE BEEN PLACED UPON IT.

An association of the owners has been formed and recording information is shown on the face of the plat.

HEX Condition 10: ANY DEDICATION, DONATION OR GRANT AS SHOWN ON THE FACE OF THE PLAT SHALL BE CONSIDERED TO ALL INTENTS AND PURPOSES AS A QUITCLAIM DEED TO THE SAID DONEE(S) GRANTEE(S) FOR HIS/HER/THEIR USE FOR THE PURPOSE INTENDED BY THE DONOR(S) OR GRANTOR(S).

This condition is informational in nature; the final plat complies with this condition.

HEX Condition 11: SINCE THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR A SEPARATE WRITTEN INSTRUMENT SHALL CONTAIN THE DEDICATION OF ALL STREETS AND OTHER AREAS TO THE PUBLIC, AND INDIVIDUAL(S), RELIGIOUS SOCIETY(IES) OR TO ANY CORPORATION, PUBLIC OR PRIVATE, AS SHOWN ON THE PLAT, AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD. SAID CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT.

This dedication language and required notary block are included on the face of the plat.

HEX Condition 12: ANY DEDICATION FILED FOR RECORD SHALL BE ACCOMPANIED BY A TITLE REPORT CONFIRMING THAT THE TITLE OF THE LANDS AS DESCRIBED AND SHOWN ON SAID PLAT IS IN THE NAME OF THE OWNERS SIGNING THE CERTIFICATE OR INSTRUMENT OF DEDICATION.

A title report has been submitted that documents that the property is owned by Harbor Hill LLC.

HEX Condition 13: SCHOOL IMPACT FEES AS REQUIRED BY GHMC 19.12.050(8)(11) SHALL BE COLLECTED FOR ALL RESIDENTIAL DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

This note has been included on Page 3 of the final plat.

HEX Condition 14: PROPOSED MULTIPLE FAMILY DEVELOPMENT SHALL GO THROUGH THE SITE PLAN REVIEW PROCESS, OR ANY SUBSEQUENTLY ADOPTED NONRESIDENTIAL LAND USE REVIEW PROCESS.

This provision does not apply to Division S1.

HEX Condition 15: THE APPLICANT SHALL COMPLY WITH ALL OF THE TERMS OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC, FOR THE HARBOR HILL DEVELOPMENT, DATED NOVEMBER 9, 2010 (OR ANY SUBSEQUENT AMENDMENTS).

Harbor Hill Division S1 complies with the terms of the development agreement.

HEX Condition 16: IN ADDITION TO THE TRANSIT STOP PROPOSED ON THE SOUTH SIDE OF BORGEN BOULEVARD, THE APPLICANT SHALL BE REQUIRED TO INSTALL A TRANSIT STOP ON THE NORTH SIDE OF BORGEN BOULEVARD. THE FINAL LOCATION AND DESIGN OF BOTH TRANSIT STOPS SHALL BE AS DETERMINED BY THE CITY OF GIG HARBOR AND PIERCE TRANSIT.

Two transit stops locations were constructed with Division 1A including one located at the northwestern edge of this division. Fees were paid to Pierce Transit for the installation of the bus stop features. Pierce Transit will install the actual bus stop features when they are ready to add the new stops to their routes.

PD Condition 17: ON THE M2 LOT, ANY BUILDING PROPOSED TO EXCEED THE UNDERLYING 35 FOOT HEIGHT ALLOWANCE IN THE RLD AREA OF THE LOT SHALL PROVIDE A MINIMUM SETBACK OF 70 FEET TO ANY EXTERIOR BOUNDARY OF THE PRD (NOT THE SUBJECT LOT). THIS SETBACK IS AN ADDITIONAL SETBACK APPLICABLE TO SAID BUILDINGS, ALL BUILDINGS ON THE M2 LOT SHALL PROVIDE A MINIMUM SETBACK OF 10 FEET TO THE PROPERTY LINE OF THE M2 LOT.

This condition does not apply to Division S1.

PD Condition 18: FOR THIS AND ALL FUTURE MODIFICATIONS OR ALLOCATIONS, THE APPLICANT SHALL PROVIDE AN ACCOUNTING OF THE PROPOSED ALLOCATION OF WATER, SEWER AND TRANSPORTATION CAPACITY RESERVED FOR THE PROJECT UNDER THE CONCURRENCY REQUIREMENTS. THIS MAY BE ACCOMPLISHED BY PROVIDING A TABLE LISTING EACH PHASE OR LOT OF THE DEVELOPMENT WITH THEIR ASSOCIATED WATER, SEWER AND TRANSPORTATION CAPACITY RESERVATIONS TO SHOW THAT THE PROPOSAL IS IN ACCORDANCE WITH THE TOTAL CAPACITIES RESERVED. THIS IS INTENDED SOLELY FOR THE PURPOSE OF TRACKING THE TOTAL AMOUNTS AS THESE AMOUNTS ARE TIED TO THE ENTIRE PROJECT AND NOT TO SPECIFIC PHASES OR LOTS. THE APPLICANT HAS DISCRETION TO ALLOCATE THE RESERVED CAPACITIES TO VARIOUS PHASES OR LOTS WITHIN THE PROJECT LIMITS IN ACCORDANCE WITH SECTION 15 CAPACITY RESERVATIONS OF THE HHDA.

Harbor Hill has provided an updated allocation documenting that the S1 division has been adequately allocated water, sewer and transportation capacity in accordance with the Development Agreement and this condition.

PD Condition 19: SINGLE FAMILY RESIDENCES WITHIN THE HARBOR HILL PLAT/PRD SHALL NOT EXCEED A TOTAL OF 554 DWELLINGS (ALL DIVISIONS INCLUDING SINGLE FAMILY DEVELOPMENT). EACH SUBSEQUENT APPLICATION FOR CIVIL PLAN REVIEW WITHIN THE UNDEVELOPED S DIVISIONS SHALL PROVIDE A STATEMENT AS TO LOTS REMOVED TO RETURN THE TOTAL NUMBER OF SINGLE FAMILY LOTS WITHIN HARBOR

HILL TO THE APPROVED 554 UNITS. AT THE TIME OF THE SOUTH REVISIONS DECISION, THREE (3) EXCESS LOTS REMAIN THAT WILL NEED TO BE REMOVED.

The lot layout within Division S1 Final Plat is consistent the Preliminary Plat. The three remaining excess lots have been addressed with a modification to the Preliminary Plat.

PD Condition 20: CHANGES TO THE LOT LAYOUT, GRADING AND ALLOWED SETBACKS AND IMPERVIOUS SURFACE LIMITATIONS SHALL BE LIMITED AS PROPOSED TO THE N2 THROUGH N5 DIVISIONS ANALYZED HEREIN. THE RELATED TOTAL OPEN SPACE CALCULATIONS, IMPERVIOUS SURFACE ASSUMPTIONS AND DENSITY APPLY TO THE COMPLIANCE OF THE HARBOR HILL RESIDENTIAL PLAT/PRD WITH APPLICABLE REGULATIONS AND APPLY TO THE DEVELOPMENT AS A WHOLE.

This condition clarifies that while the North revisions functionally only change standards in the N2-N5 phases, the other areas are affected by the assumptions made within that decision. This division complies with the assumptions made and allowed density.

PD Condition 21: ANY LOT WHOSE MINIMUM SETBACKS ARE INCREASED BY WETLAND BUFFER SETBACKS SHALL BE NOTED ON THE FACE OF THE FINAL PLAT/PRD.

No such lots occur within the S1 Division.

PD Condition 22: APPLICANT SHALL PROVIDE A REVISED SHEET 65 (OR ADDITIONAL SHEET 65A IF SPACE IS NEEDED) INCLUDING RE-VEGETATION HATCH AND DETAILS CONSISTENT WITH EXHIBIT 6 TO THIS DECISION.

This sheet was provided by the applicant on July 16, 2014.

PD Condition 23: FINAL GRADING APPROVED WITH THE CIVIL PLANS SHALL DEMONSTRATE COMPLIANCE WITH A MINIMUM OF 25 FEET OF TREE RETENTION IN ALL PERIMETER BUFFER AREAS AS APPROVED WITH THE INITIAL ALTERNATIVE LANDSCAPE PLAN. GRADING SHOWN IN THIS REVISION IS SUBJECT TO THE STRATEGIES INDICATED IN EXHIBIT 5.

The approved civil and landscape plans are compliant with the requirements for the vegetated perimeter buffer.

- C. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, this title and any other applicable city ordinances which were in effect at the time of preliminary plat approval.

The proposed final plat meets the requirements of Chapter 58.17 RCW, the requirements of Title 16 and those of other applicable city ordinances.

- D. **Director's Decision:** Jennifer Kester, Planning Director, recommends that the City Council move to adopt the resolution approving the final plat/PRD for Harbor Hill Division S1.



Business of the City Council City of Gig Harbor, WA

Subject: Ancich Upland Park Development–
RCO ALEA Grant Agreement

Proposed Council Action: Approve and authorize the Mayor to execute the “Funding Board Project Agreement” with the Washington State Recreation and Conservation Board and receive a \$500,000 grant for the Ancich Upland Park project.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E.
Senior Engineer *EA 11.16.15*

For Agenda of: November 23, 2015

Exhibits: RCO Funding Board Project Agreement

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

EA 11.17.15
Ron W 11/17/15
Per email dated 11/16/15
GP 11/18/15
FD 11/17/15
X 11.15.15

Expenditure Required	\$1,100,000	Amount Budgeted	\$1,700,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City completed a visioning process in 2013 to recommend appropriate uses for Ancich Waterfront Park. Resolution No. 949 was adopted on December 9, 2013, formalizing the recommendations resulting from the visioning process. Following the visioning process, the Ancich Waterfront Park stakeholder committee met several times to refine the recommendations and develop a conceptual design for the upland park. Using this project concept, The City prepared and submitted two grant applications to the Washington State Recreation and Conservation Office (RCO) under the ALEA and WWRP programs.

The City was awarded the RCO ALEA grant in the amount of \$500,000 for the project. (But was not successful with the RCO WWRP application.)

Staff has coordinated with RCO to obtain the Funding Board Project Agreement (Agreement) that sets out the terms and conditions for the Ancich Upland Park ALEA grant. The Agreement requires the City to match the \$500,000 grant with \$1,100,000 in a 31.25% / 68.75% split. It also indicates that the funds are not a federal subaward and as such, are subject to state (not federal) grant management and reporting requirements. In addition, the Agreement indicates that there are no special conditions tied to this grant award.

This council action will authorize the Mayor to execute the Agreement with RCO and receive the ALEA grant funds subject to the Agreement requirements.

FISCAL CONSIDERATIONS

The 2015/16 City Budget has \$1,700,000 programmed for the Ancich Upland Park project. There are sufficient funds to provide the local match set forth in the Agreement.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the "Funding Board Project Agreement" with the Washington State Recreation and Conservation Board and receive a \$500,000 grant for the Ancich Upland Park project.



Funding Board Project Agreement

Project Sponsor: City of Gig Harbor

Project Number: 14-1457D

Project Title: Ancich Waterfront Park

Approval Date: 7/1/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Gig Harbor (sponsor), 3510 Grandview St, Gig Harbor, WA 98335 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Aquatic Lands Enhancement Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Gig Harbor will use this grant to develop a shoreline property for new water access for hand-powered watercraft, grassy open space for passive upland recreation, viewing areas, kayak and canoe storage, public restrooms, and amenities such as a water fountain, benches and picnic tables. A shoreline boardwalk, lighting, and a street-level overlook with seating and spectacular views of the harbor offer a direct connection to the bay. The primary recreation opportunity provided by this project is non-motorized boating.

D. PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2015 (project start date) and ends on August 31, 2018 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$500,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - Aquatic Lands Enhancement Acct	31.25%	\$500,000.00	State
Project Sponsor	68.75%	\$1,100,000.00	
Total Project Cost	100.00%	\$1,600,000.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Maree' George
Title: Public Works Assistant
Address: 3510 Grandview St
Gig Harbor, WA 98335
Email: georgem@cityofgigharbor.net

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 14-1457D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Gig Harbor

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: /s/

Assistant Attorney General

Date: July 20, 2015

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor
Project Title: Ancich Waterfront Park

Project Number: 14-1457D
Approval Date: 7/1/2015

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.
- applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.
- application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
- C.F.R.** - Code of Federal Regulations
- contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).
- development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.
- director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
- education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.
- education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.
- equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).
- funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
- indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).
- landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
- maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.
- maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.
- match or matching share** - The portion of the total project cost provided by the sponsor.
- milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.
- pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.
- period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this this Agreement (2 C.F.R. § 200.77 (2013)).
- planning (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.
- planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.
- pre-agreement cost** - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
 1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed; and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
 1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
 1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
 - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching resources;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
 - 1. Publish a notice to the public requesting bids/proposals for the project;
 - 2. Specify in the notice the date for submittal of bids/proposals;
 - 3. Specify in the notice the general procedure and criteria for selection; and
 - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

- B. Requirements for Federal Subawards.
 - 1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
 - 2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

- A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
 - 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 - 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The fund source;
 - 2. The percentage of the total costs of the project that is financed with federal money;
 - 3. The dollar amount of federal funds for the project; and
 - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 - 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

- E. Real Property Acquisition and Relocation Assistance
1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.
- G. Hazardous Substances.
1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.
- H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
 - 1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 - 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE
Purchased Services 10% MBE 4% WBE
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 2. \$3,000 or more is included for supplies; or
 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
 - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
 - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
 - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
 - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPRACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - b. The reasons for slippages if the established outputs/outcomes were not met; AND
 - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

- A. **DUNS and CCR Requirements**
 1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
 2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
 1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:
 - a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
 - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.
- a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25jn04-79.pdf>
 - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJL1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: City of Gig Harbor
Project Title: Ancich Waterfront Park
Program: Aquatic Lands Enhancement Acct

Project Number: 14-1457
Project Type: Development
Approval: 7/1/2015

Project Metrics

Sites Improved

Project acres developed: 0.85
 Project acres renovated: 0.85

Development Metrics

Worksite #1, Ancich Waterfront Park

Buildings and Structures

Construct / install restroom

Number of restrooms: 1 new, 0 renovated
 2 stalls
 Restroom
 Select the restroom type :

Construct storage facility

Number of storage buildings: 1 new, 0 renovated
*Building under the viewing platform.
 Prorated ineligible share is 1500/3000 sf
 = 50% or approx \$193k funded by the
 City and not in the scope of this grant
 agreement.*

General Site Improvements

Develop paths/walkways

Select the surface of the path/walkway: Other pervious surface
 Linear feet of path/walkway: 125
 Walkway lighting provided (yes/no): Yes
 Number of walkway bridges: 0 new, 0 renovated

Develop viewpoint

Number of designated viewpoints: 1 new, 0 renovated
 Select the viewpoint structures: Benches/seating, Viewing platform

Install fencing/barriers

Install general site structures

Select one or more of the sheltered structures included in the project: None
 Select one or more of the surface structures included in the project: Plazas, Seating wall

Install lighting (general security)

Number of general security lights installed: 3

Install signs/kiosk

Number of kiosks: 0 new, 0 renovated
 Number of interpretive signs/displays: 0 new, 0 renovated
 Number of permanent entrance signs: 1 new, 0 renovated
 Project involves installation of informational signs (yes/no): No

Install site furnishings

Landscaping improvements

Acres of landscaped area : 0.13
 Select the landscape features: Grass/turf, Groundcover, Irrigation,
 Native vegetation, Planters

Shoreline protection

Linear feet of shoreline protection: 210
 Select the shoreline protection type: Bulkhead
*Sheet pile driven behind existing to
 stabilize bulkhead and level grade*

Eligible Scope Activities

Parking and Roads

Parking development

Number of vehicle parking stalls:	0 new, 1 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	1
Select the parking surfaces :	Other pervious surface <i>Pervious concrete pavers</i>
Select the parking enhancements:	None

Site Preparation

General site preparation

Utilities

Install power utilities

Select the power utilities:	General service connection, Transformers/panels
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Install sewage system

Select the sewer utilities:	Sewer connection
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Install water system

Select the water utilities:	Water meter, Water service connection
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Water Access

Develop access point

Number of designated water access points:	2 <i>Stairs and an accessible ramp directly to the beach will be constructed within the uplands.</i>
Describe the designated water access point (stairs, ramp, etc.):	Stairs to beach and ADA ramp (max 8%) from ADA Parking

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 14-1457 D
Project Name: Ancich Waterfront Park
Sponsor: Gig Harbor City of
Project Manager: Karl Jacobs

X	!	Milestone	Target Date	Comments/Description
X	!	Cultural Resources Complete	07/21/2015	RCO has completed cultural resources consultation with Native American tribes and the Department of Archaeology and Historic Preservation. No further cultural resource investigation is required at this time.
X		Project Start	10/01/2015	
	!	RFP Complete/Consultant Hired	11/09/2015	
		Design Initiated	11/16/2015	
		Preliminary Design to RCO	03/15/2016	
	!	Progress Report Submitted	03/31/2016	
		60% Plans to RCO	06/01/2016	
		Applied for Permits	07/31/2016	
	!	Annual Project Billing	07/31/2016	
	!	Progress Report Submitted	09/30/2016	
	!	Progress Report Submitted	03/31/2017	
	!	Annual Project Billing	07/31/2017	
		All Bid Docs/Plans to RCO	08/31/2017	
	!	Progress Report Submitted	09/30/2017	
		Bid Awarded/Contractor Hired	10/31/2017	
	!	Construction Started	11/15/2017	Fish window opens.
		50% Construction Complete	02/28/2018	In-water work complete.
		RCO Interim Inspection	03/31/2018	
	!	Progress Report Submitted	03/31/2018	
		90% Construction Complete	04/30/2018	
		Funding Acknowl Sign Posted	05/01/2018	
		Construction Complete	05/01/2018	
		RCO Final Inspection	05/31/2018	
		Final Billing to RCO	06/30/2018	
		Final Report in PRISM	07/31/2018	
	!	Agreement End Date	08/31/2018	

X = Milestone Complete

! = Critical Milestone



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

Subject: Lift Station No. 17 Property Appraisal Contract with Shapiro Commercial Appraisal, LLC .

Proposed Council Action: Authorize the Mayor to execute the Professional Services Contract with Shapiro Commercial Appraisal, LLC. in an amount not exceed \$4,500.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: November 23, 2015

Exhibits: Professional Services Contract
Scope and Fee

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

SM 11-17-15
Pon W 11/17/15
Per email dated 11/16/15
CP 11/18/15
JDX 11/17/15
11-16-15

Expenditure Required	\$4,500.00	Amount Budgeted	\$ 550,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The 2015-2016 wastewater budgeted objectives No. 6 & 7 provide for both the easement acquisition as well as the property acquisition of the necessary real property for the future regional pump station. The first step in this process is completion of the property appraisal for this vacant parcel, which is located next to the City's shop and operations center.

FISCAL CONSIDERATIONS

Sufficient funds exist within the budgeted objectives to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute the Professional Services Contract with Shapiro Commercial Appraisal, LLC. in an amount not exceed \$4,500.00.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STEPHEN SHAPIRO COMMERCIAL APPRAISAL, LLC**

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

RECITALS

WHEREAS, the City is presently engaged in Land Appraisal on Lift Station 17 and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00) 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.

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. 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.

4. 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.

5. 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.

6. Independent Status of Consultant. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

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 attorneys 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, including the duty and cost to defend, 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. 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 on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall

be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

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

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

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

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents,

and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
Stephen Shapiro Commercial Appraisal, LLC
ATTN: Stephen Shapiro, MAI
P.O. Box 11757
Bainbridge, WA 98110
206-855-1090

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

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the

express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

STEPHEN SHAPIRO COMMERCIAL APPRAISAL, LLC

P.O Box 11757
Bainbridge, WA 98110

Stephen Shapiro, MAI
(206) 855-1090
Email: stephen@ssappraiser.com
Website: ssappraiser.com

November 11th, 2015

Steve Misiurak, City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Sewer Pump Station 17 Potential Acquisition Site
Pierce County Tax ID Number 022106-6001, Gig Harbor, WA

Dear Mr. Misiurak:


This letter is my proposal to provide appraisal services regarding the above referenced property. The purpose of the appraisal will be to determine the fee simple market value of the subject, which the City of Gig Harbor has a potential interest in acquiring for use as a sewer lift pump station. The subject will be appraised per the requirements of the Uniform Standards of Professional Appraisal Practice and will be presented in a comprehensive narrative report format in accordance with these standards.

The scope of work will require a highest and best use analysis that considers the stipulations of the city of Gig Harbor's Employment District zone as well as any critical areas on the site that may include some wetlands. The most relevant valuation methodology would be a land sales comparison analysis. The cost approach methodology is not appropriate because the property is vacant and the income capitalization approach is not relevant because the property does not generate income from rent.

I would charge \$4,500 to perform this appraisal. You have requested a delivery date within three weeks of executing a contract with the City of Gig Harbor and I can comply with that timing.

You will receive an electronic copy of the appraisal in a pdf format as well as three hard copies of the appraisal report. Payment for my services is due no later than thirty (30) days following delivery the completed appraisal. Thank you for considering me for this assignment.

Very truly yours,



Stephen Shapiro, MAI



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

Subject: Public hearing and first reading of modifications to the 2015-2016 biennial budget

Proposed Council Action: Hold Public Hearing, consider 2015-2016 budget modification ordinance and bring back for second reading.

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 23, 2015

Exhibits: Budget Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty:

Approved by Finance Director:

DR 11-13-15
ZonW 11/13/15
by e-mail
DR 11/12/15

Expenditure Required	Amount Budgeted	Appropriation Required
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INFORMATION / BACKGROUND

This 2015-2016 biennial budget modification ordinance increases total resources available for the biennium from \$103,283,395 to \$109,591,567. This is an increase of \$6,308,172.

Except as discussed below, this modification does not provide spending authority for these funds, nor does it fund any new projects.

FISCAL CONSIDERATION

The proposed budget modification affects only the General, Street Capital, Park Development, Capital Development and Capital Improvement funds.

The **General Fund** budget has a recommended increase of \$809,005 in total resources and uses. The proposed uses for this increase are a \$222,375 increase in the Building and Fire Safety departmental budget and a \$586,630 increase in ending fund balance.

The **Street Capital Fund** shows an increase totaling \$3,214,126. The bulk of this is to allow for a potential \$3 million WSDOT Coordinated Congestion Relief Study grant. At this time it is looking like the City will be the lead agency for this project. Another component of the increase is a beginning fund balance that came in \$208,868 higher than was budgeted.

The **Park Development Fund** modification is an increase of \$1,808,834. This is due to beginning fund balance coming in \$672,677 higher than budgeted and receipt of unbudgeted grant revenues from 2014 totaling \$1,134,890. This will result in an ending fund balance \$637,000 higher than originally budgeted.

The **Capital Development Fund** which accounts for the first one quarter percent of Real Estate Excise Tax (REET) is projected to come in \$222,132 over the original budget; while the **Capital Improvement Fund**, which accounts for the second one quarter percent of REET, is projecting to come in \$254,074 over the original budget. Accordingly, the modification to these budgets is for these increased projections.

We are recommending increasing these budgets because the REET funds can be used in lieu of Strategic Reserve Funds which are currently planned for transfer to the Street Capital Fund in the amount of \$534,000.

We are also recommending Council approval of adding one (1) FTE Maintenance Technician. This position will be funded one-third Water, Storm and Street Operating Funds. The cost of this position (salary plus benefits) to the Street Operating Fund is estimated to be \$31,500. Budgeted ending fund balance is \$52,366; therefore the position can be funded by reduction of fund balance. From the Water and Storm perspective, funding for the position is built into the recently approved rates.

RECOMMENDATION / MOTION

Hold Public Hearing, consider 2015-2016 budget modification ordinance and bring back for second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO MID-BIENNIAL BUDGET REVIEW; APPROVING
THE 2015-2016 BUDGET MODIFICATION AND 2016 PERSONNEL
SALARY SCHEDULE; PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council desires to modify the 2015-2016 biennial budget originally set by Ordinance No. 1306; and

WHEREAS, the City budget set forth anticipated revenues and expenditures for the forthcoming years; and

WHEREAS, during 2015, certain budgeted revenues and expenditures have increased or decreased and the City Council desires to modify the City Budget to reflect the projected increases and decreases in revenues and expenditures; and

WHEREAS, the City Council published notification in advance of a public hearing and held a public hearing on November 23, 2015 at the regular City Council meeting; and

WHEREAS, RCW 35A.34.130 allows for a mid-biennial review and modification of the originally adopted 2015-2016 budget; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2015 Budget shall be modified as follows:

Fund/Department	Original Appropriation	Amended Appropriation
001-General/Building & Fire	\$1,208,860	\$1,431,235
001-Ending Fund Balance	\$1,138,137	\$1,724,767
102-Street Capital	\$4,090,621	\$7,304,747
109-Park Development	\$7,078,255	\$8,887,089
301-Capital Development	\$1,202,366	\$1,424,498
305-Capital Improvement	\$1,108,916	\$1,362,991

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to modify the 2015-2016 biennial budget as shown above, and directs the Finance Director to modify the budget as shown above.

Section 3. Attachment "A" is adopted as the 2016 personnel salary schedule for all employees.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___th day of December, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Angela G. Summerfield

FILED WITH THE CITY CLERK: 12/__/15
PASSED BY THE CITY COUNCIL: 12/__/15
PUBLISHED: 12/__/15
EFFECTIVE DATE: 12/__/15
ORDINANCE NO. _____

Attachment A

POSITION	2016 RANGE	
	Minimum	Maximum
City Administrator	\$ 10,312	\$ 12,890
Chief of Police	8,995	11,243
Public Works Director	8,405	10,507
Finance Director	8,320	10,399
Police Lieutenant	7,544	9,430
City Engineer	7,314	9,142
Information Systems Manager	7,314	9,142
Planning Director	7,314	9,142
Police Sergeant	7,260	8,308
Building & Fire Safety Director	7,255	9,069
Senior Engineer	6,841	8,551
City Clerk	6,576	8,220
Tourism & Communications Director	6,562	8,203
Public Works Superintendent	6,478	8,098
Wastewater Treatment Plant Supervisor	6,478	8,098
Senior Accountant	6,311	7,889
Senior Planner	6,307	7,883
Parks Manager	6,289	7,862
Court Administrator	6,186	7,733
Associate Engineer	6,016	7,521
Assistant Building Official/Fire Marshall	5,950	7,437
Field Supervisor	5,576	6,969
Construction Supervisor	5,576	6,969
Police Officer	5,284	6,606
Senior WWTP Operator	5,250	6,563
Payroll/Benefits Administrator	5,057	6,321
Human Resource Analyst	5,052	6,315
Associate Planner	5,047	6,309
Construction Inspector	4,923	6,154
Planning / Building Inspector	4,923	6,154
Wastewater Treatment Plant Operator	4,697	5,871
Engineering Technician	4,658	5,821
Mechanic	4,597	5,746
Information Systems Assistant	4,558	5,697
Assistant City Clerk	4,520	5,650
Executive Assistant	4,520	5,650
WWTP Collection System Tech II	4,393	5,491
Maintenance Technician	3,529	5,491
Assistant Planner	4,379	5,474
Permit Coordinator	4,379	5,474
Community Service Officer	4,340	5,426
Building Assistant	4,152	5,190
Planning Assistant	4,152	5,190
Public Works Assistant	4,152	5,190
Finance Technician	4,116	5,145
Utility Billing Technician	4,116	5,145
Administrative Assistant	3,974	4,968
Lead Court Clerk	3,973	4,967
Police Services Specialist	3,591	4,489
Court Clerk	3,543	4,428
Custodian	3,529	4,412
Public Works Clerk	3,527	4,409
Planning/Building Clerk	\$ 3,527	\$ 4,409



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and Resolution 1018
– Sewer Utility Extension Agreement for
Canterwood Div. 14

Proposed Council Action: Move to approve
Resolution 1018 for sewer utility extension
agreement with the Canterwood Development
Company.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE 
Public Works Director

For Agenda of: November 23, 2015

Exhibits: Resolution and Utility Extension
Agreement

	Initial & Date
Concurred by Mayor:	<i>JL</i> 11/17/15
Approved by City Administrator:	<i>Ron W</i> 11/17/15
Approved as to form by City Atty:	VIA EMAIL 11/16/15
Approved by Finance Director:	<i>DF</i> 11/17
Approved by Department Head:	<i>FOX</i> 11/17/15

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

RCW 35.67.310 authorizes the City to provide sewer utility services to property beyond the City limits and Ordinance No. 1235 allows the extension of sewer utilities to properties within the City's urban growth areas without the requirement to first annex. Ordinance No. 1235 further provides conditions in Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) for connection to such utilities.

Following the requirements of Chapter 13.34 GHMC, the Canterwood Development Company has requested the City of Gig Harbor's sewer utility serve the Canterwood Division 14 Preliminary Plat. This plat, consisting of 17 residential lots and located near the intersection of Baker Way and 55th Avenue Court, would require an extension to the Canterwood Development Company's sewer conveyance system located between Baker Way and Canterwood Boulevard. Sewer would then discharge to the City's sewer lift station #12 located at the intersection of Burnham Drive and Woodhill Drive. The City currently has capacity to provide the requested utility connections.

FISCAL CONSIDERATION

The proposed utility extension agreement requires the Canterwood Development Company to pay all costs for designing, constructing, and permitting the necessary extension of the City's sewer utility.

Lastly, as prescribed by Chapter 13.32 GHMC and noted in each proposed utility extension agreement, all general facilities charges and monthly services charges for sewer services outside the city limits shall be charged at 1.5 times the in-city rates.

BOARD OR COMMITTEE RECOMMENDATION

This proposed sewer utility extension agreement was presented to the Public Works Committee at their November 9 meeting with no opposition to the proposed agreement.

RECOMMENDATION/MOTION

Move to approve Resolution 1018 for sewer utility extension agreement with the Canterwood Development Company.

RESOLUTION NO. 1018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENDING SEWER SERVICE OUTSIDE THE CITY AND AUTHORIZING THE EXECUTION OF A SEWER UTILITY EXTENSION AGREEMENT WITH THE CANTERWOOD DEVELOPMENT COMPANY TO A SEVENTEEN (17) LOT RESIDENTIAL SUBDIVISION IN PIERCE COUNTY, WASHINGTON.

WHEREAS, the Canterwood Development Company's Division 14 Preliminary Plat (APN 0122254071) consists of 17 residential lots located in the City's urban growth area of unincorporated Pierce County and was approved by Pierce County on September 8, 2015; and

WHEREAS, the Canterwood Development Company has requested connection of the Division 14 Preliminary Plat to the City of Gig Harbor's sewer utility; and

WHEREAS, RCW 35.67.310 authorizes the City to provide sewer utility services to property beyond the City limits; and

WHEREAS, Chapter 13.34 of the Gig Harbor Municipal Code sets forth the requirements for connection of such utilities, including the requirement that the property owner seeking a utility extension enter into a utility extension agreement with the City; and

WHEREAS, Chapter 13.34 of the Gig Harbor Municipal Code for connection to such utilities including requiring the property owner seeking a utility extension to enter into a utility extension agreement with the City; and

WHEREAS, the City currently has capacity to provide the requested sewer utility service; and

WHEREAS, on November 9, 2015, the Public Works Committee heard Canterwood Development Company's requested utility extension agreement for Division 14 and recommended the request move forward to the City Council; and

WHEREAS, on November 23, 2015, the Gig Harbor City Council held a public hearing on the Canterwood Development Company's requested utility extension agreement for Division 14.

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

Section 1. The City Council hereby authorizes the Mayor to execute the Utility Extension Agreement attached hereto as Exhibit A, with the owner, the Canterwood Development Company.

Section 2. The City Council hereby directs the City Clerk to record the Utility Extension Agreement against the Property legally described in Exhibit A at the expense of the owner.

PASSED by the City Council this 23rd day of November 2015.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: 11/23/15
RESOLUTION NO. 1018

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Sewer Utility Extension Agreement

Grantor(s) (Last name first, then first name and initials)

The Canterwood Development Company

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 25 Township 22 Range 01 Quarter 41

Assessor's Property Tax Parcel or Account Number: 0122254071

Reference Number(s) of Documents assigned or released: _____

SEWER UTILITY EXTENSION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2015, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and The Canterwood Development Company, a Washington corporation (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City sewer utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; and

WHEREAS, on _____, the City Council held a public hearing on this Utility Extension Agreement; NOW, THEREFORE,

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

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from Division 14 to Canterwood Development Company's sewer conveyance system located between Baker Way and Canterwood Boulevard.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewage system seventeen (17) ERU's; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to

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this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City sewage system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner agrees to pay the City the sum of \$36,873.00, which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment payment for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the sewer general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but not limited to, the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. Record drawings in a form acceptable to the City Engineer;

B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;

C. A bill of sale in a form approved by the City Attorney; and

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D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Engineer, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such

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signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to sewer and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable sewerage standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID.

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Private sewer infrastructure contained within the entire property.

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

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

TO THE OWNER:

The Canterwood Development Company
4026 Canterwood Dr. NW STE B
Gig Harbor WA 98332-8846

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this _____ day of _____, 2015.

OWNER:

CITY OF GIG HARBOR

By: _____
Its _____
(Owner, President, Managing Member)

By: _____
Its Mayor

Attest:

City Clerk, Molly Towslee

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

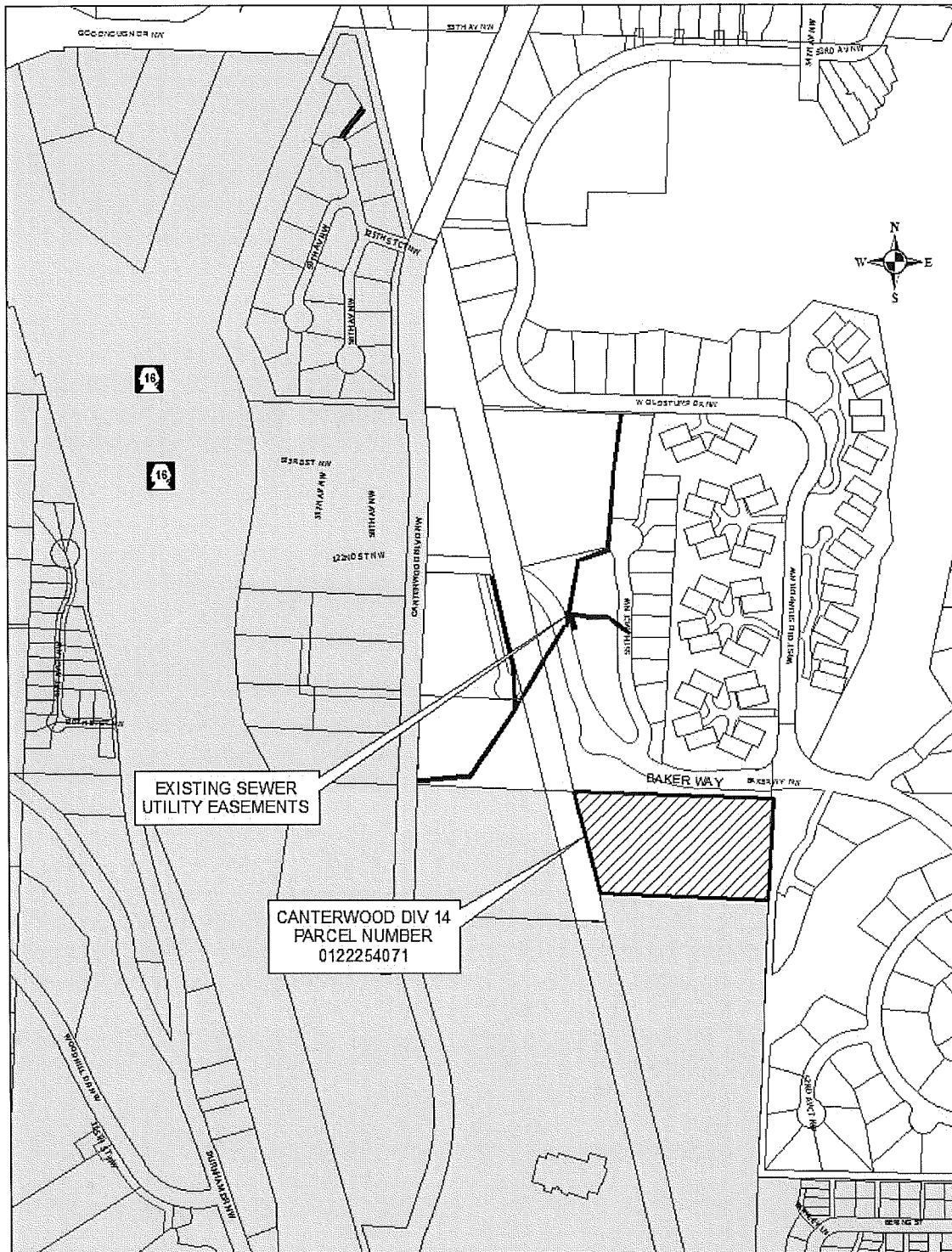
DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lot 7, Pierce County Large Lot No. 2970, Recorded in Volume 30 of Large Lot Surveys at Page 70, Pierce County, Washington.

EXHIBIT B PROPERTY LOCATION MAP





Business of the City Council City of Gig Harbor, WA

Subject: Resolution 1019 – Canterwood Div.
14 Water Service Area Amendment

Proposed Council Action: Move to approve Resolution 1018 to amend the City's retail water service area.

Dept. Origin: Public Works

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

For Agenda of: November 23, 2015

Exhibits: Resolution

	Initial & Date
Concurred by Mayor:	<i>JL 11/18/15</i>
Approved by City Administrator:	<i>RW 11/18/15</i>
Approved as to form by City Atty:	<i>VIA EMAIL 11/17/15</i>
Approved by Finance Director:	<i>DF 11/18/15</i>
Approved by Department Head:	<i>ADK 11/17/15</i>

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

The Canterwood Division 14 Preliminary Plat (APN 0122254071) was approved by Pierce County on September 8, 2015 and consists of 17 residential lots located in the City's urban growth area of unincorporated Pierce County. The City of Gig Harbor Water System Plan indicates the Plat is within the boundary of the City's Retail Water Service Area (RWSA). The Canterwood Development Company (CDC) provides water service to all Canterwood plats except Division 14. Subsequently, CDC has requested in writing that the City of Gig Harbor release Division 14 from the City's RWSA so CDC can provide water service to Division 14. Chapter 2 of the City of Gig Harbor Water System Plan allows minor changes to the RWSA to be considered as technical amendments to the Plan and requires technical amendments to be adopted through resolution by the City Council

CDC is not requesting the City transfer any water rights associated with the proposed transfer of RWSA nor provide any emergency inter-tie infrastructure. The City's Public Works Department recognizes the benefit to having CDC be the sole water service provider in this area and finds the proposed transfer to have minimal impact to the City's water system. Additionally, the proposed retail water service area amendment will only reduce the City's service area by 17 ERUs, or less than 0.2% of the City's available water service capacity.

FISCAL CONSIDERATION

By releasing service to this plat the City will eliminate the cost of maintaining this dead-end water main and the cost of servicing the meters off set from the rest of the City's water infrastructure.

BOARD OR COMMITTEE RECOMMENDATION

The proposed resolution was presented to the Public Works Committee at their November 9 meeting with no opposition to the recommended amendment to the City's retail water service area.

RECOMMENDATION/MOTION

Move to approve Resolution 1019 to amend the City's retail water service area.

RESOLUTION NO. 1019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE WATER SYSTEM PLAN BY REVISING THE BOUNDARY OF THE CITY'S RETAIL WATER SERVICE AREA SO THE CANTERWOOD DIVISION 14 PLAT WILL BE REMOVED FROM THE CITY'S SERVICE AREA.

WHEREAS, the Canterwood Division 14 Preliminary Plat (APN 0122254071) consists of 17 residential lots located in the City's urban growth area of unincorporated Pierce County and was approved by Pierce County on September 8, 2015; and

WHEREAS, the City of Gig Harbor Water System Plan (Plan) indicates the Canterwood Division 14 Preliminary Plat is within the boundary of the City's Retail Water Service Area (RWSA); and

WHEREAS, Canterwood Development Company provides water service to all Canterwood plats except Division 14 and has requested in writing that the City of Gig Harbor release Division 14 from the City's RWSA so Canterwood Development Company can provide water service to Division 14, also; and

WHEREAS, Canterwood Development Company is not requesting the City transfer any water rights associated with the proposed transfer of RWSA nor provide any emergency inter-tie infrastructure; and

WHEREAS, the City's Public Works Department recognizes the benefit to having Canterwood Development Company be the sole water service provider within the Canterwood Development and finds the proposed transfer to have minimal impact to the City's Water Department; and

WHEREAS, Chapter 2 of the City of Gig Harbor Water System Plan allows minor changes to the RWSA to be considered as technical amendments to the Plan and requires technical amendments to be adopted through resolution by the City Council; and

WHEREAS, on November 9, 2015, the Public Works Committee heard Canterwood Development Company's requested technical amendment to the Plan and recommended the request move forward to the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. Figure 1.2 in the City's Water System Plan shall be amended to remove APN 0122254071 from the Gig Harbor Retail Water Service Area as provided in the attached Exhibit "A".

PASSED this 23rd day of November, 2015.

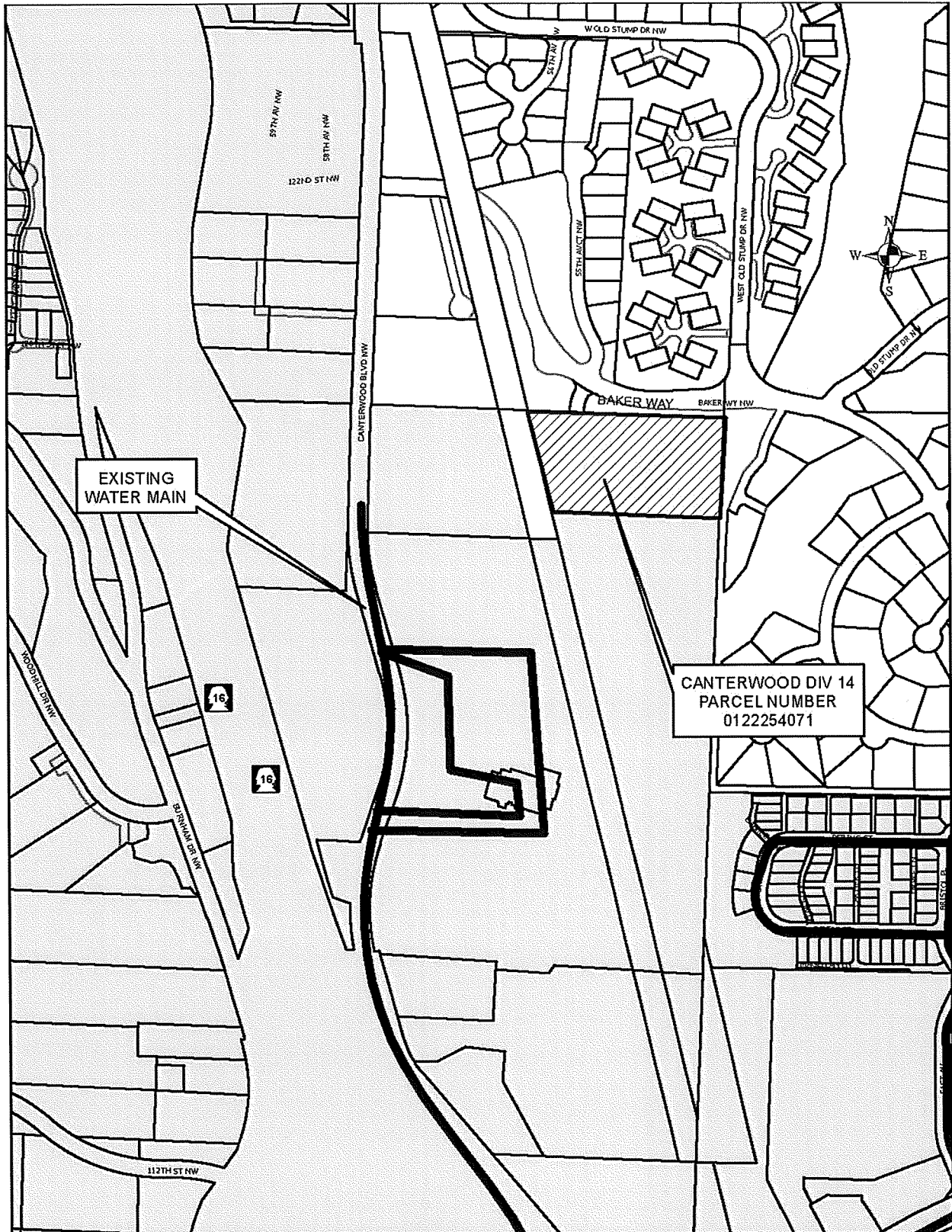
Jill Guernsey, Mayor

ATTEST:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: 11/23/15
RESOLUTION NO. 1018

EXHIBIT A LOCATION MAP





Subject: First Reading of Ordinance
Harbor Hill S1 Rezone to PRD Zone
(PL-FPRD-15-0004)

Proposed Council Action: Adopt ordinance
No. 1328 at first reading, as allowed by GHMC
1.08.020.C

Dept. Origin: Planning Department

Prepared by: Carl de Simas, Associate Planner

cd 11/18/15

For Agenda of: November 23, 2015

Exhibits: Ordinance
Final Plat Map

Initial & Date

Concurred by Mayor:

JG 10/28/15

Approved by City Administrator:

Fowl 11/13/15

Approved as to form by City Atty:

vic. email 11/17/15

Approved by Finance Director:

N/A

Approved by Department Head:

JK 11/19/15

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION/BACKGROUND

Attached for your consideration is an ordinance directing the Planning Director to amend the official City Zoning Map to reflect the approval of the Final Planned Residential Development for Harbor Hill Division S1 as required by GHMC 17.89.130.

The approval of the Harbor Hill S1 Final Plat and Final PRD is a closed record decision and a separate agenda item has been placed on the consent agenda for November 23, 2015 to approve the Final PRD. However an ordinance is required for the related zoning map amendment. This map amendment will document that the future development of this site will be governed by the provisions of the Final PRD and not the provisions of the underlying zoning code.

POLICY CONSIDERATIONS

The ordinance is needed to officially amend the City's Zoning Map to reflect the Final PRD as required by GHMC 17.89.130. Ordinances for site specific rezones, such as this one, may be adopted at first reading as allowed by GHMC 1.08.020.C.

FISCAL CONSIDERATION

There are no adverse fiscal impacts associated with this map amendment.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee was required to review this application.

RECOMMENDATION / MOTION

Move to: Adopt ordinance No. 1328 at first reading, as allowed by GHMC 1.08.020.C

ORDINANCE NO. 1328

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 6.11 ACRES FROM PCD-RLD ZONING DISTRICT TO PRD (PLANNED RESIDENTIAL DEVELOPMENT), LOCATED SOUTH OF BORGEN BOULEVARD AND EAST OF HARBOR HILL DIVISION S7; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER(S) 4003200290 , AND CITY OF GIG HARBOR FILE NO. PL-FPRD-15-0004, AND AMENDING THE OFFICIAL ZONING MAP TO BE CONSISTENT THEREWITH

WHEREAS, Harbor Hill LLC requested Final PRD Approval for Division S1 of the Harbor Hill Plat located south of Borgen Blvd. and east of the plat of Harbor Hill Division S7; a portion of Pierce County Assessor-Treasurer Parcel Number 4003200290; and

WHEREAS, the land use designation in the Comprehensive Plan for the subject site is PCD-Residential Low; and

WHEREAS, the existing zoning district on the Official Zoning Map of the City for the subject site is PCD-RLD (Planned Community District – Residential Low); and

WHEREAS, on December 2, 2008 Olympic Property Group LLC requested Preliminary Planned Residential Development (PRD) approval of 200 acres, comprised of three parcels, into 554 single family lots and two multiple family lots that would be developed with a total of 270 units on the subject site; and

WHEREAS, a SEPA threshold determination of Mitigated Determination of Nonsignificance was issued on November 17, 2010; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the preliminary PRD is a Type III-A action as defined in GHMC 19.01.003(B); and

WHEREAS, a final decision for a Type III-A application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the preliminary PRD was held before the Hearing Examiner on December 16, 2010, at which time the Hearing Examiner heard public testimony on the preliminary PRD; and

WHEREAS, the Hearing Examiner approved the Preliminary PRD in her decision dated December 30, 2010; and

WHEREAS, the appeal period expired on January 23, 2011; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, Olympic Property Group LLC requested a Revision to the Approved Preliminary Planned Residential Development (PRD) for all portions of the Harbor Hill Residential Plat/PRD except Division 1A on March 13, 2013; and

WHEREAS, a SEPA addendum was issued on July 31, 2013; and

WHEREAS, the preliminary PRD is a Type III-A action as defined in GHMC 19.01.003(B); and

WHEREAS, Amendment 1 to the Harbor Hill Development Agreement recorded on December 4, 2012 authorizes the Planning Director to approve modifications to the Approved Preliminary PRD as a Type 2 Decision; and

WHEREAS, the Planning Director approved the Revised Preliminary PRD in her decision dated August 2, 2013; and

WHEREAS, the appeal period expired on August 19, 2013; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, Olympic Property Group LLC quitclaimed the subject property to Harbor Hill LLC on August 6, 2013, at Auditor Recording Number 201308130540; and

WHEREAS, on July 14, 2014 the Planning Director approved the North Revision modifications to the Harbor Hill Preliminary Plat and PRD to modify setbacks, impervious surface calculations and grading; and

WHEREAS, on July 29, 2014 the Planning Director approved the South Revision modifications to the Harbor Hill Preliminary Plat and PRD to increase the size of the M2

lot, remove excess lots and allow minor modifications to open space tracts, grading and phase lines; and

WHEREAS, an application for final PRD approval was submitted to the City and deemed complete on September 22, 2015 for Division S1, a portion of the approved preliminary PRD; and

WHEREAS, the Final PRD is a Type IV action as defined in GHMC 19.01.003(B); and

WHEREAS, a closed record decision for a Type IV application shall be rendered by the City Council as per GHMC 19.01.003(A); and

WHEREAS, the City Council approved the final PRD application under Resolution No. 1017 on November 23, 2015; and

WHEREAS, GHMC 17.89.130 requires that the property subject to the final PRD be designated on the official zoning map as PRD; and

WHEREAS, the change to the official zoning map must be adopted by ordinance as per GHMC 17.89.130; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on November 23, 2015;

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

Section 1. The real property located south of Borgen Blvd. and east of Harbor Hill Division S7, a portion of Pierce County Assessor-Treasurer Parcel Number 4003200290 and legally described in Exhibit "A", is hereby rezoned from PCD-RLD (Planned Community District – Residential Low) to PRD (Planned Residential Development).

Section 2. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the designation established by Section 1.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 23rd day of November, 2015.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 11/18/15
PASSED BY THE CITY COUNCIL: 11/23/15
PUBLISHED: 11/25/15
EFFECTIVE DATE: 11/30/15
ORDINANCE NO: 1328

**EXHIBIT A
HARBOR HILL
LEGAL DESCRIPTION: DIVISION S1**

**TRIAD JOB # 08-058
SEPTEMBER 23, 2015**

**THAT PORTION OF TRACT X, HARBOR HILL DIVISION S7, ACCORDING TO PLAT
RECORDED JUNE 24, 2015 UNDER RECORDING NO. 201506245003, RECORDS OF
PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

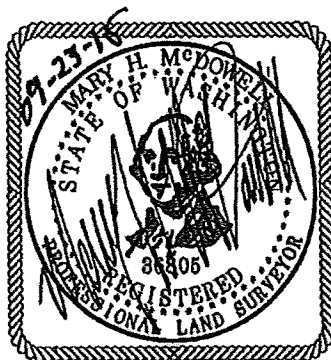
**BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID TRACT X;
THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A
RADIUS OF 7,050.00 FEET, THE CENTER OF WHICH BEARS NORTH 01° 02' 22" WEST,
THROUGH A CENTRAL ANGLE OF 02°03'12", AN ARC DISTANCE OF 252.64 FEET,
SAID CURVE BEING THE SOUTH MARGIN OF BORGEN BOULEVARD AND THE
NORTH LINE OF TRACT X AS SHOWN ON SAID PLAT;
THENCE SOUTHERLY LEAVING SAID MARGIN SOUTH 03° 05' 35" EAST, 145.32 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF
4,975.00 FEET, THE CENTER OF WHICH BEARS NORTH 03° 31' 10" WEST, THROUGH
A CENTRAL ANGLE OF 00°07'25", AN ARC DISTANCE OF 10.73 FEET;
THENCE NORTH 86° 21' 26" EAST, 22.13 FEET;
THENCE SOUTH 01° 14' 53" WEST, 519.46 FEET;
THENCE SOUTH 06° 49' 59" WEST, 50.24 FEET;
THENCE SOUTH 01° 14' 53" WEST, 95.00 FEET;
THENCE NORTH 88° 45' 07" WEST, 100.00 FEET;
THENCE SOUTH 85° 17' 33" WEST, 50.27 FEET;
THENCE SOUTH 80° 12' 37" WEST, 52.44 FEET;
THENCE SOUTH 25° 17' 03" WEST, 120.70 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF
225.00 FEET, THE CENTER OF WHICH BEARS NORTH 25° 17' 03" EAST, THROUGH A
CENTRAL ANGLE OF 18°18'35", AN ARC DISTANCE OF 71.90 FEET;
THENCE NORTH 46° 24' 22" WEST, 30.80 FEET TO THE WESTERLY LINE OF SAID
TRACT X;
THENCE ALONG SAID WESTERLY LINE THE FOLLOWING EIGHT COURSES:**

**THENCE NORTH 45° 21' 25" EAST, 50.02 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF
25.00 FEET, THE CENTER OF WHICH BEARS NORTH 43° 35' 38" EAST, THROUGH A
CENTRAL ANGLE OF 95°39'26", AN ARC DISTANCE OF 41.74 FEET;**

THENCE NORTH 45° 17' 45" WEST, 50.14 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF
25.00 FEET, THE CENTER OF WHICH BEARS NORTH 41° 19' 53" WEST, THROUGH A
CENTRAL ANGLE OF 04°49'49", AN ARC DISTANCE OF 2.11 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF
210.00 FEET, THE CENTER OF WHICH BEARS NORTH 50° 05' 12" EAST, THROUGH A
CENTRAL ANGLE OF 67°30'47", AN ARC DISTANCE OF 247.45 FEET;
THENCE NORTH 27° 35' 59" EAST, 117.45 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 310.00
FEET, THROUGH A CENTRAL ANGLE OF 28°13'54", AN ARC DISTANCE OF 152.75
FEET;
THENCE CONTINUING ALONG SAID WESTERLY LINE OF TRACT X, NORTH 00° 37'
56" WEST, 267.11 FEET TO THE POINT OF BEGINNING.

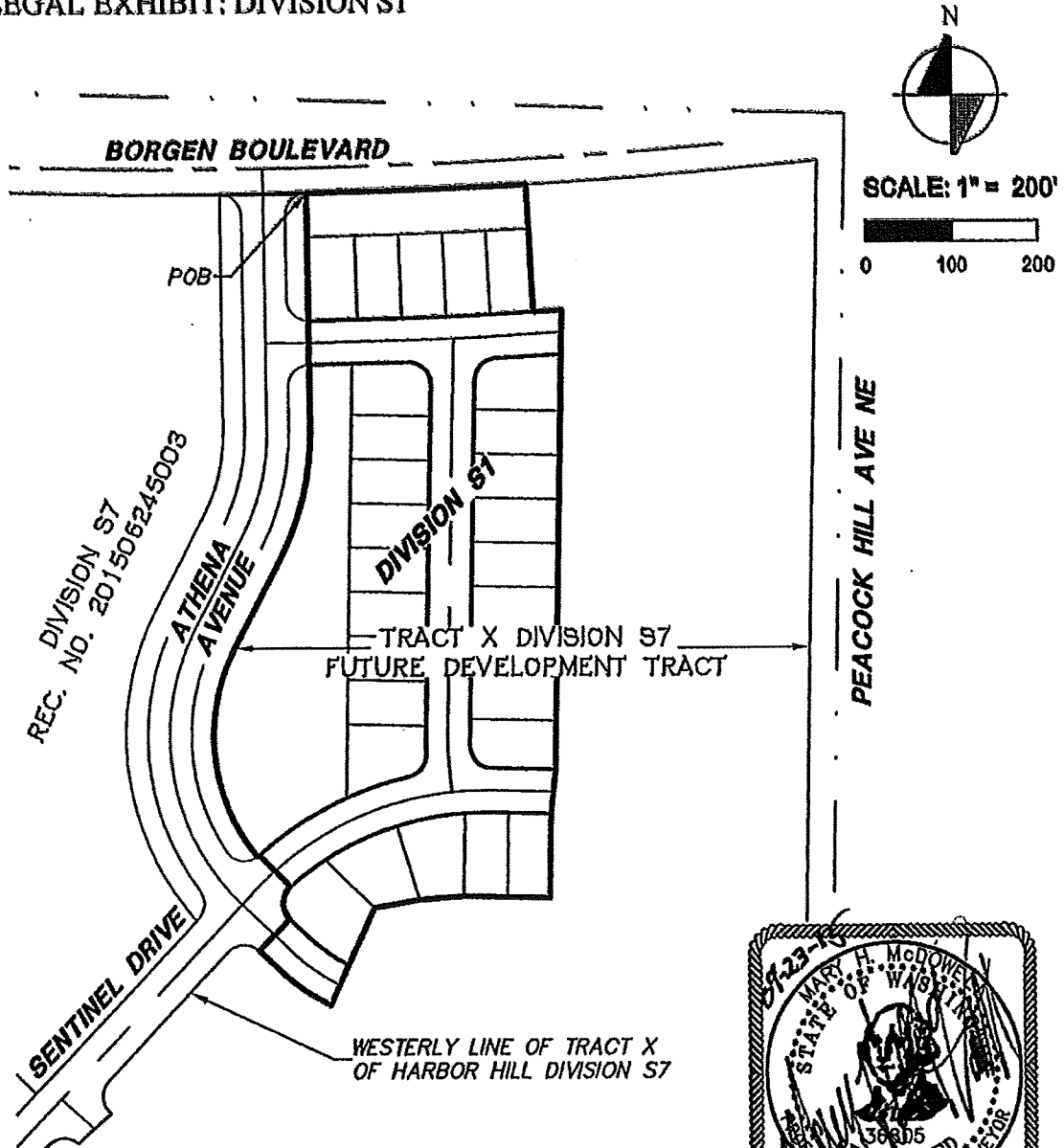
CONTAINING 266,066 SQUARE FEET OR 6.11 ACRES OF LAND, MORE OR LESS.

WRITTEN BY: KBR
CHECKED BY: MHM

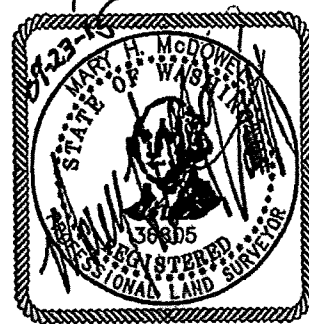


**EXHIBIT B
HARBOR HILL
LEGAL EXHIBIT: DIVISION S1**

**TRIAD JOB # 08-058
SEPTEMBER 23, 2015**



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

08058-EXH-S1-LEGAL.dwg

HARBOR HILL

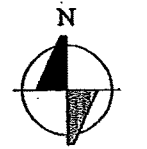
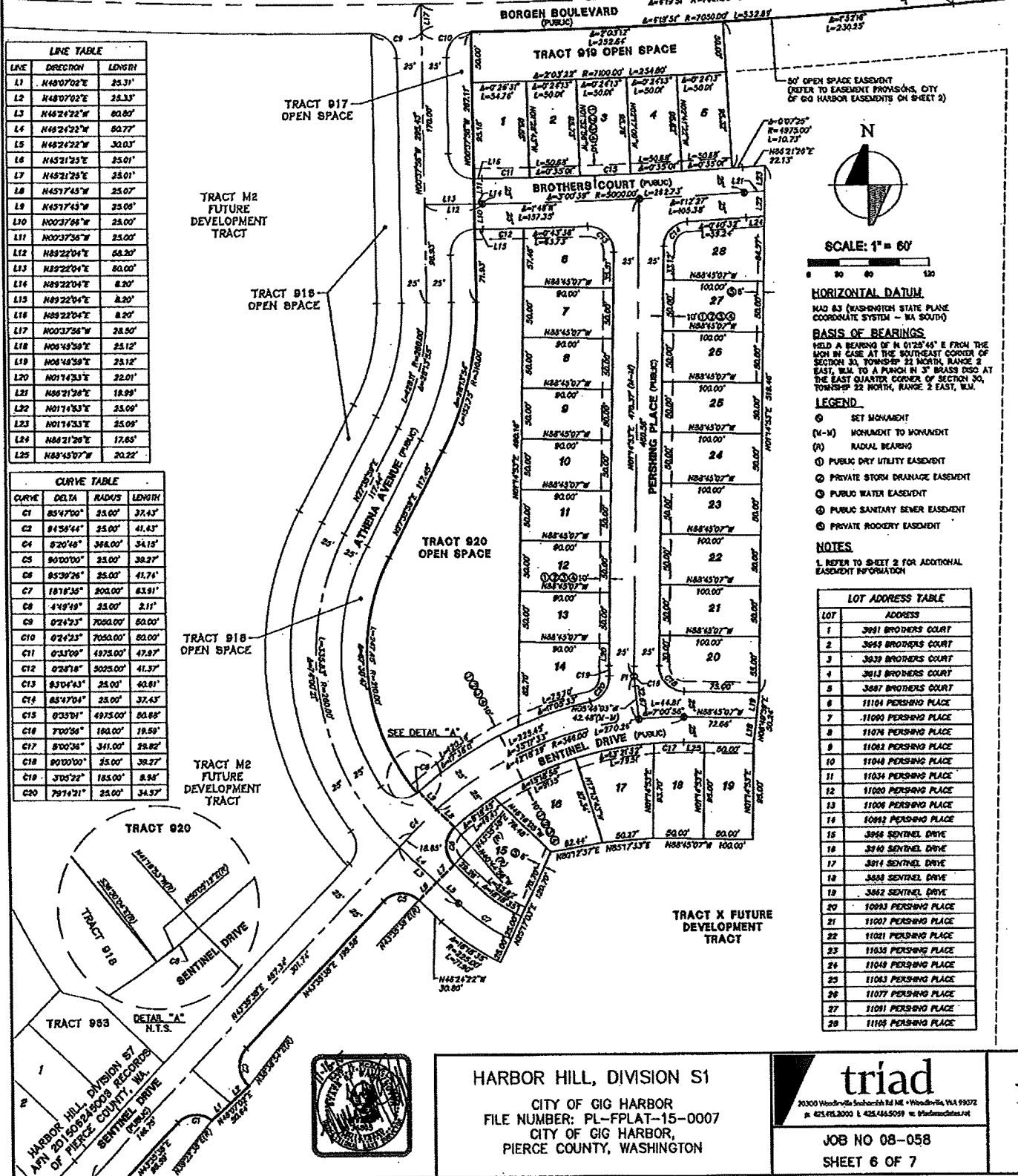
DIVISION S1 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF NE, SW, & SE OF NE 1/4,
SECTION 31, TOWNSHIP 22 N, RANGE 2 E, W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

VOL/PG

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N48°07'02"E	25.31'
L2	N48°07'02"E	25.33'
L3	N48°24'32"W	80.89'
L4	N48°24'32"W	80.77'
L5	N48°24'32"W	30.03'
L6	N48°21'25"E	25.01'
L7	N48°21'25"E	25.01'
L8	N48°17'43"W	25.07'
L9	N48°17'43"W	25.00'
L10	N00°37'56"W	25.00'
L11	N00°37'56"W	25.00'
L12	N89°22'04"E	80.20'
L13	N89°22'04"E	80.00'
L14	N89°22'04"E	8.20'
L15	N89°22'04"E	8.20'
L16	N89°22'04"E	8.20'
L17	N00°37'56"W	28.50'
L18	N01°43'33"E	25.12'
L19	N01°43'33"E	25.12'
L20	N01°43'33"E	22.01'
L21	N86°21'28"E	18.99'
L22	N01°43'33"E	25.09'
L23	N01°43'33"E	25.09'
L24	N86°21'28"E	17.65'
L25	N89°45'07"W	20.22'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	85°47'00"	33.00'	37.43'
C2	84°59'44"	33.00'	41.43'
C4	82°04'48"	388.00'	34.15'
C5	90°00'00"	33.00'	38.27'
C6	85°39'26"	25.00'	41.74'
C7	181°18'36"	200.00'	63.91'
C8	4°49'49"	33.00'	2.11'
C9	0°24'23"	7050.00'	80.00'
C10	0°24'23"	7050.00'	80.00'
C11	0°33'00"	4975.00'	47.97'
C12	0°24'18"	5025.00'	41.37'
C13	83°04'43"	25.00'	40.81'
C14	85°47'04"	25.00'	37.43'
C15	0°33'01"	4975.00'	50.69'
C16	7°00'36"	180.00'	18.59'
C17	8°00'36"	311.00'	28.82'
C18	8°00'00"	25.00'	38.27'
C19	3°05'22"	185.00'	8.84'
C20	78°14'21"	25.00'	34.57'



SCALE: 1" = 60'


HORIZONTAL DATUM
NAD 83 (WASHINGTON STATE PLANE COORDINATE SYSTEM - WA SOUTH)

BASIS OF BEARINGS
FIELD A BEARING OF N 61°28'45" E FROM THE MONUMENT CASE AT THE SOUTH-EAST CORNER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M. TO A PUNCH IN 3" BRASS DISC AT THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.


LEGEND
 (M) SET MONUMENT
 (M-W) MONUMENT TO MONUMENT
 (R) RADIAL BEARING
 (E) PUBLIC DRY UTILITY EASEMENT
 (P) PRIVATE STORM DRAINAGE EASEMENT
 (W) PUBLIC WATER EASEMENT
 (S) PUBLIC SANITARY SEWER EASEMENT
 (R) PRIVATE ROOFTOP EASEMENT

NOTES
 1. REFER TO SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION

LOT ADDRESS TABLE	
LOT	ADDRESS
1	3841 BROTHERS COURT
2	3845 BROTHERS COURT
3	3839 BROTHERS COURT
4	3813 BROTHERS COURT
5	3807 BROTHERS COURT
6	11104 PERSHING PLACE
7	11090 PERSHING PLACE
8	11076 PERSHING PLACE
9	11062 PERSHING PLACE
10	11048 PERSHING PLACE
11	11034 PERSHING PLACE
12	11020 PERSHING PLACE
13	11006 PERSHING PLACE
14	11002 PERSHING PLACE
15	10988 PERSHING PLACE
16	3968 SENTINEL DRIVE
17	3940 SENTINEL DRIVE
18	3914 SENTINEL DRIVE
19	3888 SENTINEL DRIVE
20	3862 SENTINEL DRIVE
21	11063 PERSHING PLACE
22	11049 PERSHING PLACE
23	11035 PERSHING PLACE
24	11021 PERSHING PLACE
25	11007 PERSHING PLACE
26	11003 PERSHING PLACE
27	11001 PERSHING PLACE
28	11005 PERSHING PLACE



HARBOR HILL, DIVISION S1
CITY OF GIG HARBOR
FILE NUMBER: PL-FPLAT-15-0007
CITY OF GIG HARBOR,
PIERCE COUNTY, WASHINGTON



20300 Woodville Subdivision Rd NE • Woodville, WA 99072
p. 425.461.2000 l. 425.461.5099 w. triadmoderate.net

JOB NO 08-058
SHEET 6 OF 7

VOL/PG