

Gig Harbor City Council Meeting



June 24, 2002

7:00 p.m.

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 24, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of June 10, 2002.
2. Correspondence: a) Letter from John Ladenburg and Rev. David Alger.
b) Letter from DOE re: Compliance Record of Wastewater Treatment Plant.
3. Amendment to Consultant Services Contract for Design Manual Illustration – Dawn Stanton.
4. Appointment to Lodging Tax Advisory Committee.
5. Water & Sewer Rate Studies – Consultant Services Contract, Gray & Osborne.
6. Point Fosdick Median Strip Design – Consultant Services Contract, Skillings Conley.
7. Grandview Street Improvement Project – Change Order #1.
8. Grandview Street Improvement Project – Consultant Services Contract Amendment, DEA, Inc.
9. Approval of Payment of Bills for June 24, 2002.
Checks #36395 through #36503 in the amount of \$732,141.23. Check #36401 Voided.

OLD BUSINESS:

1. Second Reading of Ordinance – 2002 Budget Amendment.

NEW BUSINESS:

1. First Reading of Ordinance – Amending Section 16.11 Allowing Condominiums Through the Binding Site Plan Process.
2. Well 2 Pump Control Panel – Purchase Authorization.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Consideration to Establish a Sister City Program.

ANNOUNCEMENT OF OTHER MEETINGS:

Council Retreat – Tuesday, July 16th 12:00 –5:00 pm at Murphy's Landing.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JUNE 10, 2002

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:06 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: 2002 Budget Amendment. Mayor Wilbert opened the public hearing at 7:07 p.m. David Rodenbach, Finance Director, explained the amendment is to add three positions, and to move \$90,000 from the ending fund balance to Administration and Planning Funds to cover those positions. He described the need for the additional support in Administration. John Vodopich, Community Development Director, explained that two positions were being requested for the Planning/ Building Department to reinstating the position of Building Official/Fire Marshal and to add another Associate Planner, due to the current workload.

No one from the audience signed up to speak, and the public hearing was closed at 7:15 p.m.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of May 28, 2002.
2. Proclamations/Correspondence: Letters from John Dawson and Dr. Burki; Proclamation – Rev. Gary Weisenberger.
3. Re-appointment to the Planning Commission – Dick Allen.
4. Award of Furniture Bid – Gig Harbor Civic Center.
5. Gig Harbor Key Peninsula Historical Society – Lease Agreement.
6. MAI Appraisal Contract.
7. Liquor License Renewals: Harbor Humidor, Puerto Vallarta, Round Table Pizza; The Keeping Room; Harbor Rock Café; Hunan Garden; Kinza Teriyaki; Spiro's Bella Notte' Pizza.
8. Liquor License Assumption: Water to Wine.
9. Approval of Payment of Bills for May 28, 2002.
Checks #36282 through #36394 in the amount of \$207,999.56.
10. Approval of Payroll for the month of May.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Ruffo – unanimously approved. Councilmember Ekberg abstained on item number five, as a Board Member of the Historical Society.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Wastewater Treatment Plant Award 2001 – DOE Presentation. Mayor Wilbert introduced Dave Vanini, Unit Supervisor for the Northwest Region of the Department of Ecology. Mr. Vanini and Amy Jankoviak, Municipal Enforcement Specialist, presented the city with an award for the Wastewater Treatment Plant Operators for operating the plant for one year without any violations. Amy described the criteria for compliance with the National Pollution Elimination System program. She added that Gig Harbor was one of 27 facilities in the state that will receive an award for the year 2002. The plaque was given to the Mayor to be presented to Jerry Erb, Wastewater Treatment Plant Supervisor, who explained that qualifying for this award was the result of the hard work of all the employees at the plant.

2. Utility Extension Request – McCormick Ridge. Mark Hoppen, City Administrator, presented this request for 50 ERUs of sewer to be extended to a project located on Canterwood Boulevard. He explained that this application had to prove that it meets city and county standards and engineering requirements, and recommended approval.

MOTION: Move that the Mayor execute the Utility Extension Capacity Agreement and Agreement Waiving Right to Protest LID as presented.
Owel/Young – unanimously approved.

3. First Reading of Ordinance – 2002 Budget Amendment. Dave Rodenbach said that he had nothing to add to the discussion during the Public Hearing and offered to answer questions. This will return at the next meeting for a second reading.

4. Final Plat Approval –Alastra Court. Mayor Wilbert explained that the Appearance of Fairness Doctrine requires that this hearing be fair. She asked if any Councilmember had any ex parte communication regarding this project. Councilmember Young disclosed that as a real estate agent, he receives frequent questionnaires for information regarding the market, including this development, but he did not discuss this particular project with anyone. No other members responded to this query. Mayor Wilbert asked if any Councilmember felt that he or she could not consider this application fairly. No one responded. She then asked if any member of the public objects to participation by any member of the Council on this application. There was no response to this question.

John Vodopich presented the resolution approving a project once known as Alastra Court Planned Unit Preliminary Plat, now known as the Meadows Final Plat. He said that the project was originally submitted in 1994 and final plat approved. Due to several amendments, it is now necessary for an additional final plat approval to make findings that the subdivision meets the requirements of the Gig Harbor Municipal Code, applicable state laws, and conditions of preliminary plat approval. He recommended that Council approve the resolution finalizing the permit. He said that an address correction would be made in the title of the resolution and the blanks regarding the appearance of fairness doctrine would be completed.

MOTION: Move to adopt Resolution 590 as amended.
Picinich/Ruffo – unanimously approved.

STAFF REPORTS:

1. Risk Management/Loss Control Update. Mark Hoppen introduced Fred Crumbley, Association of Washington Cities RMSA Loss Control Specialist, to give a loss control update.

Fred explained that AWC RMSA provides the liability and property insurance coverage for the City of Gig Harbor. He gave an overview of the programs offered to cities to help with risk management. He explained that he reviewed the claim history for Gig Harbor, which was very good. He described the areas of review, adding that the city has very pro-active personnel, police and public works programs in place, resulting in an 'A' rating with the carrier.

2. John Vodopich, Community Development Director – June 17th Workstudy Session. John explained that two of the members of the Planning Commission would not be able to attend the June 17th meeting to discuss building size limitation recommendations. He asked if Council wished to reschedule. After discussion, it was determined to leave the meeting as scheduled on June 17th.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Franich said that he was initially skeptical of the success of the round a bouts located at Gig Harbor North, but was changing his mind. He asked if there might be a better way to educate the public to make them easier to understand. Staff and Councilmember discussed the comments that they had received and signage options.

Mayor Wilbert mentioned her traffic concerns for the interchange at Wollochet and Pioneer. Mark Hoppen explained that if there is funding, that is one project that will be considered by the DOT.

Councilmember Ruffo explained that he had been approached by several citizens asking if the city had considered making Gig Harbor restaurants and lounges "smoke-free". Councilmembers discussed the health hazard caused by smoking and second-hand smoke. Several members commented that many of the restaurants were going "smoke-free" voluntarily, and that the market would make the determination on whether the owner of a facility makes that decision. It was suggested that this could be an item for discussion at the upcoming retreat.

Councilmember Ruffo asked about pleasure boats that were anchored in the harbor being allowed to sink, describing a current situation. Mark Hoppen explained that the city's jurisdiction only runs to the middle of the bay and that the city's ordinance does not allow long-term moorage. He said that Pierce County was not proactive in handling boats on the other side of the bay, and in fact, would not take action until a boat had already sunk. Councilmembers voiced their concerns with pollution and the problems with boat salvage. Councilmember Dick recommended contacting the new County Executive and approach this issue again. Mark Hoppen will pursue this issue.

Councilmember Franich asked if Murphy's Landing was supposed to have short-term moorage at one time. John Vodopich explained that he had been working with Carol Morris and the Board

of Directors of Murphy's Landing to address several code violation issues, but that he did not believe that anything in the file reflects a requirement for short-term moorage.

Councilmember Franich then discussed the parking at the Brocato Hogan Law firm and an apparent business being run from a home across the street on Harborview Drive. Mark explained that the business was no longer operating. He asked Councilmember Franich to come in and discuss the parking issue with him at a later date.

Mayor Wilbert praised staff for the excellent report on the risk management efforts from the AWC RMSA.

Councilmember Ekberg praised the new Cushman Power Trail recently opened. Councilmember Dick asked about the next leg of the trail. Mark Hoppen said that the City Engineer was currently reviewing the agreement between Pierce County and Tacoma Public Utilities, and that there would be more information available at the retreat.

PUBLIC COMMENT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council / Planning Commission Joint Worksession – Monday, June 17th, 6:00 p.m.
2. Council Retreat – changed to Tuesday, July 16, 2002, 12:00 to 5:00 p.m. at Murphy's Landing.

ADJOURN:

MOTION: Move to adjourn at 8:24 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 655 – Side A 060 - end.
Tape 655 – Side B 000 – end.
Tape 656 – Side A 000 – 286.

Gretchen A. Wilbert, Mayor

City Clerk

RECEIVED

JUN 06 2002

9.11

CITY OF GIG HARBOR



A day of memory, hope and action.

June 4, 2002

Mayor Gretchen Wilbert
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Please unite with Pierce County and the Interfaith Round Table of Associated Ministries in planning a very special event. We hope to remember and honor the victims of the World Trade Center, the Pentagon and the airline crash in Pennsylvania at a gathering the evening of September 11, 2002 at Cheney Stadium. The process for determining the agenda is underway right now. Your suggestions and participation are welcome. We also ask that you consider any donations that will help make this an event befitting the occasion.

To encourage personal involvement, we are creating a program that allows citizens to give something back to the community in honor of the fallen victims. Individuals will be given a name and a brief biography of someone killed on 9/11. Financial contributions or volunteer hours will then be donated in the victim's name. Individuals can make their own choices as to how to contribute. A list of 101 suggestions will also be provided. Examples include dedicating 10% of a day to non-profit activities and programs or 10% of a day's income to support a community organization.

The kick-off is scheduled for the first week of July and will continue until September 11. Informational booths will be set up at community events to explain the program, provide materials and encourage involvement. Again, your assistance would be most helpful in securing a position for the booth at community gatherings and in locating necessary staff.

Last fall, at the memorial service on September 15, Reverend Alger said that "the best thing we can do to honor the memory of those who have died and who can no longer act for themselves is to perform deliberate acts of kindness and compassion ourselves." Please join us in this effort. It will demonstrate our commitment as a community and as a nation. Your affirmative response would be appreciated as soon as possible.

Sincerely,

John W. Ladenburg
Pierce County Executive
930 Tacoma Avenue South
Room 737
Tacoma, WA 98402
253-798-6691

Rev. David T. Alger
Executive Director
Associated Ministries
1224 South I Sreet
Tacoma, WA 98405
253-383-3056 x102



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

June 10, 2002

The Honorable Gretchen Wilbert
Mayor of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Re: Exemplary Compliance Record of the Gig Harbor Wastewater Treatment Facility with National Pollutant Discharge Elimination System (NPDES) Permit No. WA-0023957.

The Department of Ecology's Northwest Regional Office would like to congratulate the Gig Harbor Wastewater Treatment Facility for their outstanding performance throughout 2001. The outstanding compliance record of your facility places it among the top municipal wastewater treatment plants in Washington.

We appreciate the team effort that goes into compliance, from the daily operation and maintenance, to the engineering and administrative support it takes to successfully comply with all the terms and conditions of your NPDES permit. It is a great accomplishment to run a wastewater treatment plant in top-running order 24-hours a day, 365-days a year. This recognition is highly deserved considering your significant contributions to and responsibilities for protecting the health and safety of the public and our local streams, rivers, and the Puget Sound.

The award is also meant to give special recognition to the plant's certified staff who operate and maintain the treatment system, perform laboratory analyses, and keep daily monitoring records. In particular, Jerry Erb, Supervisor, Jim Landon, Operator, Norine Alvarado, Operator, and Lou Nichols, Operator should be recognized for their important and successful work. Qualified operators are critical for successful plant operations and protection of the environment. We look forward to your continuing excellence in the upcoming year.

Thank you and congratulations.

Sincerely,

A handwritten signature in black ink that reads "Kevin C. Fitzpatrick".

Kevin C. Fitzpatrick
Water Quality Section Manager
Northwest Regional Office

cc: Jerry Erb, Supervisor
Jim Landon, Operator
Norine Alvarado, Operator
Lou Nichols, Operator





City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP, PLANNING DIRECTOR *PAK*
SUBJECT: AMENDMENT TO ORIGINAL PROFESSIONAL SERVICES
CONTRACT - DESIGN REVIEW MANUAL LITA DAWN STANTON
DATE: JUNE 19, 2002

INFORMATION/BACKGROUND

The City of Gig Harbor Design Manual has been largely revised with the significant exception of illustrations and the production phase of the graphic design. This amendment adds \$6,250.00 to the original contract of \$2,000.00. The original work was successfully completed according to contract.

POLICY CONSIDERATIONS

This proposal will allow for the remaining work to be completed so that the manual may proceed to the planning commission for public hearing. Changes subsequent to the hearings will likely be minor in nature and done by staff.

FISCAL CONSIDERATIONS

Sufficient funds are budgeted in the approved 2002 Budget for the provision of these services.

RECOMMENDATION

Planning Department staff recommends approval of the contract for Ms. Stanton, to provide editorial and graphic design services at the rate of fifty (\$50.00) dollars per hour, plus associated expenses as detailed in the attached contract.

**AMENDED CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LITA DAWN ORIGINALS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lita Dawn Originals, a corporation organized under the laws of the State of Washington, located and doing business at 111 Raft Island, Gig Harbor, Washington, 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the update and revision of the 1996 Design Manual, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 11, 2001, and the Supplemental Scope of Services, dated June 1, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, 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:

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed ~~Two thousand dollars and no cents (\$2,000.00)~~ eight thousand two hundred and fifty dollars (\$8,250) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Fees for Professional Services**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII 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 thirty (30) 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.

III. 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 sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the 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 sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The parties agree that the work described in Exhibit A shall be completed by August 31, 2004~~2~~, provided however, that additional time shall be allowed due to delays attributable to the City's scheduling of meetings or public hearings that delay the completion of the work. In the event that the Consultant believes that completion of the work described in Exhibit A will not take place by this deadline for any other reason, the Consultant shall immediately notify the City, and provide the City with the Consultant's proposed amended schedule for the completion of the tasks contemplated by this Agreement. After review of this proposed amended schedule, the City may accept the amended schedule by written amendment to this Agreement, or decide to terminate this Agreement, as set forth in Section V herein. If the City decides to terminate this Agreement under these circumstances, it shall be for cause, and not "public convenience," and the Consultant may be liable for any additional costs incurred by the City for the completion of the remaining tasks identified in Exhibit A.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin; or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

VIII. 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, sub-consultants or sub-contractors.

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 \$500,000 per occurrence with a \$500,000 aggregate, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

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.

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.

E. It is the intent of this contract for the Consultant's insurance to 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 in respect to the City. 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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. 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.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. 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 sub-consultants 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.

XIV. 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.

XV. Resolution of Disputes and Governing Law

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

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 Planning and Building Services Director's 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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

Lita Dawn Stanton
Lita Dawn Originals
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

John P. Vodopich, AICP
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of June, 2002.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Lita Dawn Stanton, Principal

By: _____
Gretchen Wilbert, Mayor

Notices to be sent to:

Lita Dawn Stanton
Lita Dawn Originals
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

John P. Vodopich, AICP
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

ATTEST:

APPROVED AS TO FORM:

Molly Towslee,
City Clerk

Carol A. Morris, PC
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Lita Dawn Stanton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the principal of Lita Dawn Originals, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

APPENDIX 'A'

Gig Harbor Design Review Manual FEES FOR PROFESSIONAL SERVICES

June 1, 2002

Prepared for:
City of Gig Harbor
Pat lolavera, Planning

By:
Lita Dawn Stanton
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

Objective

To design a distinctive "user-friendly" format that easily accommodates future updates, photographs, and illustrations and communicates the city's design requirements not only through text, but visually as well. Booklet format: 8.5"W x 11"D - 120 pages, not over 135 pages.

PHASE I

In order to complete the Design Review Manual, the following changes have been requested.

text changes

- reformat introduction per Kadzik review 3 hrs
- text changes per Kadzik review (120 pages) 20 hrs
- duplicate text and place (single/multi family sections) 2 hrs
- add definition headings (all sections) 4 hrs
- reformat section headings (all sections) 4 hrs

meet with planning staff

- review and select existing photographs (30) 4 hrs
- review and select existing illustrations (83) 4 hrs
- review and select existing maps (2) 1 hr
- review new "Visually Sensitive Areas" map (1) 1 hr
- review new "Historic Areas" map (1) 1 hr
- review and select Makers image library 4 hrs
- identify images for digital photography 3 hrs

51 hrs.....\$2550



PHASE II

In order to remain visually consistent with Design Review language, images that represent DR requirements or intent must be created. A digital camera will be used. (Time estimates are based on the existing number of images currently represented in the Design Review manual.)

field work

- photograph completed projects 4 hrs
- photograph streetscapes and view corridors 4 hrs
- photograph landmarks and historic architecture 2 hrs

10 hrs.....\$500

PHASE III

Prior to placement, illustrations and images must be formatted, adjusted and sized. Actual hours will be billed based on average scanning requirements (8 min per image plus retouch time @ 7 min per image) It is assumed that the existing number of images currently represented in the Design Review manual will be maintained.

illustrations

- rescan and retouch existing illustrations (40) 10 hrs
- download, crop and/or create new images (Makers) (43+) 11 hrs
(this number may be reduced based on Makers resource materials)

photoshop graphics program

- download, adjust, crop and prepare digital images (35+) 16 hrs

design and production

- place photographs and illustrations, style sheets, section numbering, headings 10 hrs
- integrate images, maps and illustrations; place and flow; tweak, adjust, graphically refine for final proof; camera ready/print ready document 16 hrs

63 hrs.....\$3150

PHASE IV

print bidding and coordination

- prepare print specs and submit
- work with printers, meet with city for selection
- working mock-up
- bluelines, print scheduling, bindery, delivery info and general coordination

8 hrs.....\$400

materials

- disks, paper, proofs, ink and mileage not to exceed \$150

TOTAL..... \$6,250

This estimate represents maximum hours. Actual hours may be less depending on the number of images provided by Makers and the number of illustrations that must be retouched, recreated and/or re-scanned.

Lita Dawn will contract with Ferguson Graphics located at 11704 16th Ave NW, Gig Harbor, WA, to assist in the production and digital formatting of this project. Ferguson Graphics will bill Lita Dawn directly at an hourly rate of \$50. Lita Dawn will be responsible for the coordination, management and payment schedule for Ferguson Graphics. (SEE APPENDIX A attached)

You will be provided with three sets of proofs and asked to check each one carefully. You will be asked to initial a proof checklist. Once we have finalized the manual, agreed upon sections will be created in PDF format for uploading to your website for public download. A master copy of the final will be provided on CD.

50% of the estimated total will be billed upon completion of Phase I and Phase II. The balance will be due upon completion of Phase IV, net 30 days.

Work not specifically described in this Proposal (additional design requests, unusual rush circumstance requested, changes to approved layouts or images and mechanical corrections) will be billed at an additional hourly rate of \$50.

Lita Dawn will manage all work and pay all fees for labor contracted with Ferguson Graphics.

Please allow 5 working weeks for this project, depending on field work and weather conditions. Printers will request approximately two working weeks for all print and bindery.

**Sub-consultant Scope of Work
(Ferguson Graphics)**

text changes

- reformat introduction per Kadzik review 3 hrs
- duplicate text and place (single/multi family sections) 2 hrs
- add definition headings (all sections) 4 hrs
- reformat section headings (all sections) 4 hrs

13 hrs.....\$ 650

design and production

- place photographs and illustrations, style sheets, section numbering, headings 10 hrs
- integrate images, maps and illustrations; place and flow; tweak, adjust, graphically refine for final proof; camera ready/print ready document 16 hrs

26 hrs.....\$1300

print bidding and coordination

- prepare print specs and submit
- work with printers
- working mock-up
- bluelines, print scheduling, bindery, delivery info and general coordination

8 hrs.....\$400

TOTAL.....\$2,350



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENT TO THE LODGING TAX ADVISORY COMMITTEE
DATE: JUNE 17, 2002

INFORMATION/BACKGROUND

We recently received a letter of resignation from Jacquie Goodwill for her position on the Lodging Tax Advisory Committee. We thank Jacquie for her participation on the committee and wish her the best. In her letter, Jacquie asked that we consider appointing Kim Hails, the new Executive Director of the Chamber of Commerce, to fill her position on the Committee.

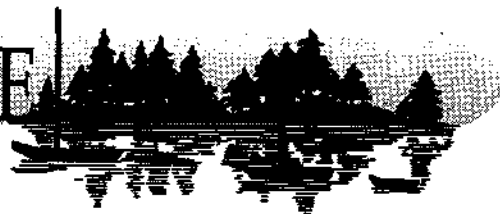
RECOMMENDATION

A motion for the appointment of Kim Hails to fill the vacant position on the Gig Harbor Lodging Tax Advisory Committee.

GIG HARBOR  PENINSULA AREA

CHAMBER OF COMMERCE

3302 HARBORVIEW DR., STE 2 GIG HARBOR, WA 98332 PHONE (253) 851-6865 FAX (253) 851-6881



June 18, 2002

Mr. Mark Hoppen
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mark,

It is with much regret that I am resigning my appointment to the City of Gig Harbor Lodging Tax Advisory Committee. My last day at the Gig Harbor Peninsula Area Chamber of Commerce will be June 26, 2002 and so, therefore, I will no longer be representing this organization that is a recipient of City of Gig Harbor Lodging Tax Grants.

The Chamber of Commerce has recently selected Kim Hails as their next Executive Director. Please consider appointing her to serve on the Lodging Tax Advisory Committee. The work of the Committee is integral to the growth and vitality of the tourism industry in the greater Gig Harbor Peninsula Area.

I thoroughly enjoyed my tenure on the Lodging Tax Advisory Committee and will greatly miss my association with such fine colleagues.

Sincerely,

Jacquie Goodwill
Executive Director



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: WATER AND WASTEWATER RATE STUDIES
- CONSULTANT SERVICES CONTRACT
DATE: JUNE 24, 2002

INTRODUCTION/BACKGROUND

The city currently has water and sewer service charges to provide the necessary revenues to fund the operation, maintenance and improvements in our water and sewer distribution system.

The purpose of these studies is to provide the city with a comprehensive review of its total revenue requirements and recommending rates which are fair and equitable to all customers. Rates provide the necessary revenue to operate the utilities on a sound financial basis and to maintain system integrity. The last water and sewer rate study was done in 1986 by Economic and Engineering Services, Inc.

Gray and Osborne, Inc. was selected to perform the study based on their understanding of the utilities, and past experience with the City of Gig Harbor's Water and Sewer Comprehensive Plans.

FISCAL CONSIDERATIONS

The contract amount exceeds the 2002 budgeted amount of \$10,000.00 by \$29,700.00, however sufficient funds are available for these services in the 2002 Water and Sewer funds. This increase in cost is primarily based on the fact that the last rate study was conducted in 1986.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract for engineering services between the City of Gig Harbor and Gray & Osborne, Inc., for the Water and Sewer Rate Studies in the not-to-exceed amount of Thirty-Nine Thousand Seven Hundred dollars and no cents (\$39,700.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., a corporation organized under the laws of the State of Washington, located and doing business 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering services for Water and Wastewater Rate Studies, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 25, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, 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

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty-Nine Thousand Seven Hundred Dollars and no cents (\$39,700.00) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. 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 XVIII 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.

III. 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 sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the 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 sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. 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 November 1, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs

incurred by the City in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and reasonable attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

VIII. 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, sub-consultants or sub-contractors.

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. All policies and coverage's shall be made on a claims made basis.

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 days of the City's 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.

E. Under this agreement, for 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.

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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. 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.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. 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 sub-consultants 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.

XIV. 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.

XV. Resolution of Disputes and Governing Law

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

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 Community Development Director's 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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Gray & Osborne, Inc.
701 Dexter Avenue N., Suite 200
Seattle, Washington 98109
(206) 284-0860

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

XVII. Assignment

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

XVIII. Modification

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

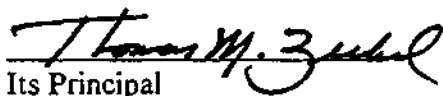
XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

By:


Its Principal

CITY OF GIG HARBOR

By:

Mayor

Notices to be sent to:
CONSULTANT
Gray & Osborne, Inc.
701 Dexter Avenue N., Suite 200
Seattle, Washington 98109
(206) 284-0860

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Thomas M. Zerkel 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 President of Gray + Osborne Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/11/02

Melissa Drysdale

Melissa Drysdale

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

Kingland

My Commission expires: 3/09/03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

EXHIBIT "A"

SCOPE OF WORK

CITY OF GIG HARBOR WATER & WASTEWATER RATE STUDIES G&O #20025.71 & #20025.72

WATER RATE STUDY

Task 1: Collect and analyze customer water use for a three year period:

- Review customer billing records to identify:
 - a. Revenue generated from each customer class
 - b. Revenue generated from inside/outside City customers
 - c. Revenue generated from base versus volume charges
- Review customer billing usage records to identify:
 - a. Average day use for each customer class
 - b. Maximum month use for each customer class

Task 2: Define fiscal policies such as:

- Amount of depreciation to be collected from rates
- Minimum operating/reserve balances
- Revenue stability
- Funding and scheduling of capital improvement projects
- Selection of rate structure
- Conservation

Task 3: Review current water comprehensive plan for growth projections and customer/class peaking factors, and capital improvements.

Task 4: Define revenue requirements to include:

- 5 year budget projection
- Debt coverage factors
- Capital improvement costs to be funded from rates
- Estimated future debt costs
- Estimated depreciation to be paid for from rates
- Estimated O&M costs associated with future capital improvements

Task 5: Allocate revenue requirements to base and volume charges based on the following factors:

- Customer costs
- Fire protection requirements
- Meter costs
- Average day demand costs
- Maximum month demand costs

Task 6: Determine base charges and volume charges necessary to meet revenue requirements and to meet fiscal policies and establish appropriate rates "wholesale" for the Department of Corrections.

Task 7: Document results in a report.

Task 8: QA/QC - Gray & Osborne will implement quality assurance procedures to ensure all major project deliverables are subject to in-house, peer reviews prior to submittal to the City.

Task 9: Meet with City staff twice during the process to facilitate discussions and review findings prior to writing the final report.

Task 10: Prepare presentation materials and participate in a public meeting with City council/staff.

WASTEWATER RATE STUDY

Task 1: Collect and analyze customer water flows:

- Review customer billing records to identify:
 - a. Revenue generated from each customer class.
 - b. Revenue generated from inside/outside City customers.
 - c. Revenue generated from base versus volume charges.
- Review customer billing usage records to identify:
 - a. Average day wastewater production for each customer class based on winter water use.

Task 2: Define fiscal policies such as:

- Depreciation to be collected from rates
- Minimum operating/reserve balances
- Revenue stability
- Funding and scheduling of capital improvement projects
- Conservation

Task 3: Review current wastewater comprehensive plan for growth projections, dry weather flows for metered/non-metered community systems, and capital improvements.

Task 4: Define revenue requirements to include:

- 5 year budget projection
- Debt coverage factors
- Capital improvement costs to be funded from rates
- Estimated future debt costs
- Estimated depreciation to be paid for from rates
- Estimated O&M costs associated with future capital improvements

Task 5: Allocate revenue requirements to base and volume charges based on the following factors:

- Customer costs
- Average dry weather flow

Task 6: Determine base charges and volume charges necessary to meet revenue requirements and to meet fiscal policies.

Task 7: Document results in a report.

Task 8: QA/QC - Gray & Osborne will implement quality assurance procedures to ensure all major project deliverables are subject to in-house, peer reviews prior to submittal to the City.

Task 9: Meet with City staff at least twice during the process to facilitate discussions and review findings prior to writing the final report.

Task 10: Prepare presentation materials and participate in a public meeting with City council/staff.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

Water Rate Study

Task No.	Tasks	Principal Hours	Project Mgr. Hours	Financial Analyst	Civil Eng. Hours
1.	Collect & Analyze Customer Water Flows		4	24	
2.	Define Fiscal Policies (e.g. Minimum Reserve Balances)		2	4	
3.	Review Current Water Comprehensive Plan			4	
4.	Define Revenue Requirements:				
	Projected Operating & Debt Expenses			16	
	Identify Capital Improvement Funding Sources			2	2
	Identify Future Debt Payments			2	
	Specify Capital Improvement Costs to be Paid from Rates			8	2
	Depreciation Costs to be Paid from Rates			4	4
5.	Allocate Revenue Requirements to Base & Commodity Charges		4	40	
6.	Determine Base & Commodity Rates			32	
7.	Documents Results in a Report		4	32	
8.	QA/QC at 10%, 50%, and 90% of Project Completion	12	12	12	12
9.	Attend Meetings with Staff (2)		4	8	
10.	Prepare Presentation Materials and Participate in a Public meeting with City Council and/or staff		4	8	
Hour Estimate:		12	34	196	20
Estimated Hourly Rates:		\$45	\$35	\$30	\$26
Direct Labor Cost		\$540	\$1,190	\$5,880	\$520

Subtotal Direct Labor:	\$ 8,130
Indirect Costs (156%):	\$ 12,683
Total Labor Cost:	\$ 20,813
Fee (15%):	\$ 3,122
Subtotal Labor & Fees:	\$ 23,935
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.36/mile)	\$ 130
TOTAL ESTIMATED COST:	\$ 24,100

EXHIBIT "C"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

Sewer Rate Study

Task No.	Tasks	Principal Hours	Project Mgr. Hours	Financial Analyst	Civil Eng. Hours
1.	Collect & Analyze Customer Wastewater Flows (e.g. Winter Water Usage)		4	10	
2.	Define Fiscal Policies (e.g. Minimum Reserve Balances)		2	4	
3.	Review Current Wastewater Comprehensive Plan to Identify:				
	Baseline WWTP Dry Weather Flows and Loadings			1	2
	Wastewater Flows for Metered/Non-metered Community Systems			1	8
	Wastewater Customer & Flow Growth			1	
4.	Define Revenue Requirements:				
	Projected Operating & Debt Expenses			16	
	Identify Capital Improvement Funding Sources			2	2
	Identify Future Debt Payments			2	
	Specify Capital Improvement Costs to be Paid from Rates			8	2
	Depreciation Costs to be Paid from Rates			4	4
5.	Allocate Revenue Requirements to Base & Commodity Charges		2	12	
6.	Determine Base & Commodity Rates			8	
7.	Documents Results in a Report		4	24	
8.	QA/QC at 10%, 50%, and 90% of Project Completion	6	6	6	6
9.	Attend Meetings with Staff (2)		4	8	
10.	Prepare Presentation Materials and Participate in a Public meeting with City Council and/or staff		4	8	
Hour Estimate:		6	26	115	24
Estimated Hourly Rates:		\$45	\$35	\$30	\$26
Direct Labor Cost		\$270	\$910	\$3,450	\$624

Subtotal Direct Labor:	\$5,254
Indirect Costs (156%):	\$8,196
Total Labor Cost:	\$13,450
Fee (15%):	\$2,018
Subtotal Labor & Fees:	\$15,468
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.36/mile)	\$130
TOTAL ESTIMATED COST:	\$15,600



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT – SKILLINGS-CONNOLLY, INC.
PLANS, SPECIFICATIONS, AND ESTIMATE FOR POINT FOSDICK
DRIVE LANDSCAPE MEDIAN
DATE: JUNE 24, 2002

INTRODUCTION/BACKGROUND

A budget objective for 2002 includes the construction of a landscape median along Point Fosdick Drive between the limits of Safeway and Harbor Country Drive. Preparation of plans, specifications, and estimate is required to establish the construction parameters for this project. Once generated, the project will be advertised and construction will begin soon thereafter.

Skillings-Connolly, Inc. was selected to perform the design work for this project based on their understanding of the project, familiarity with the area, and extensive municipal roadway design experience. Based on this criterion, Skillings-Connolly, Inc. has been selected to provide the design services.

POLICY CONSIDERATIONS

Skillings-Connolly, Inc. is able to meet all of the city's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the Street Operating Fund of the 2002 Annual Budget. The contract amount is within the budgeted allocation for this work.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Skillings-Connolly, Inc. for plans, specifications, and estimate in the amount not to exceed Seventeen Thousand Eight Hundred Ninety-Seven dollars and Forty-Five cents (\$17,897.45).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SKILLINGS-CONNOLLY, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Skillings-Connolly Inc., a corporation organized under the laws of the State of Washington, located and doing business at 5016 Lacey Boulevard SE, Lacey, Washington 98503 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Point Fosdick Drive Landscape Median Strip Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 18, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, 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

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventeen thousand eight hundred ninety-seven dollars and forty-five cents (\$17,897.45) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. 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 XVIII 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.

III. 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 sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the 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 sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. 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 October 31, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

VIII. 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, sub-consultants or sub-contractors.

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. All policies and coverage's shall be on a claims made basis.

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.

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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. 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.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. 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 sub-consultants 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.

XIV. 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.

XV. Resolution of Disputes and Governing Law

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 and the City shall determine the term or provision's true intent or meaning. The City Engineer 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.

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's 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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Steve Thomas, P.E., Project Manager
Skillings-Connolly, Inc.
P.O. Box 5080
Lacey, Washington 98503
(360) 491-3399

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

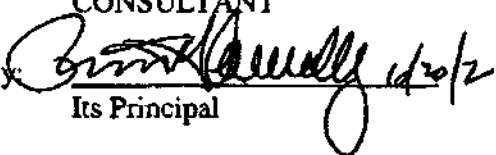
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Steve Thomas, P.E., Project Manager
Skillings-Connolly, Inc.
PO Box 5080
Lacey, Washington 98503
(360) 491-3399

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

EXHIBIT A

SCOPE OF SERVICES

PROJECT TITLE: Point Fosdick Drive Northwest Improvement Project.

LOCATION OF PROJECT: This project is located in Section 17, 20, and 28, T 21 N., R2 E, W.M. in Gig Harbor, Washington, and is Point Fosdick Drive Northwest from Olympic Drive to 44th Street NW.

DESCRIPTION OF PROJECT: The Point Fosdick Drive Northwest Improvement Project will improve approximately 0.25 miles of five lane Minor Arterial roadway. The proposed work will add medians and raised channelization to the center turn lane and will add street lighting on the west side of the roadway.

SECTION 100 PRELIMINARY STUDIES

Task 101 -- Collect Available Data From CITY Sources. Information needed will include traffic counts, accident records, as-built documentation for the existing road and the existing utilities. Work under this item includes requesting and receiving information, review of information, classifying and filing the information into project files.

Task 102 -- Traffic Study. Existing traffic counts will be supplemented with counts to assess the volume and nature of traffic at each of the existing road approaches. The counts for all accesses will be made in one mid-week day. It is assumed that some left turns will be eliminated by the raised channelization. Skillings-Connolly will meet with the City to discuss the level of access management to be implemented with this project and the criteria to be used in determining which movements should be restricted. The traffic data, the accident data and the City's guidance will be used as a basis for recommending locations of raised medians and left turn channelization within the center turn lane.

Task 103 -- Base Maps. Skillings-Connolly has produced, under separate contract, an AutoCAD base map of all but the northern 300 ft of the project. This base map will be supplemented with information from the WSDOT design drawings prepared for those improvements.

Task 104 -- Public Meeting. Skillings-Connolly will prepare exhibits for and attend one public meeting for the project. It is assumed that the City will advertise and host the meeting.

SECTION 110 FINAL DESIGN

Task 111 -- Median Channelization. Skillings-Connolly will develop channelization plans for the project. These plans will show, in plan view, all intersecting roadways and driveways, the size and type of all road approaches and the locations of all proposed raised channelization. Where the raised channelization is narrow, and extending along one lane line, "pin down" type traffic curb will be used. Where an island is developed it will be bounded by cast in place barrier curb and paved with colored concrete stamped with a brick pattern.

Task 112 -- Street Lighting. The City has established locations for the street lights for the project. Skillings-Connolly will design the wiring and will make maximum use of the conduits and pull boxes installed in the previous project. Skillings-Connolly will also develop a repair detail for locations where the pole foundations conflict with the sidewalk.

Task 113 -- Environmental Documentation. The city will prepare and process any required environmental permits or documents.

Task 114 -- Specifications. Skillings-Connolly will prepare Special Provisions based on WSDOT Standard Specifications. These will be provided to the city in electronic format for their use in preparing the bid packet.

Task 115 -- Engineers Estimate. Skillings-Connolly will compile an engineers estimate of probable construction cost including engineering, contingencies, and other "below the line" items using bid items and quantities. It is understood that the City has a fixed amount of funding for the project and the proposed improvements will be tailored the fit within the available funding.

SECTION 120 PLAN PRODUCTION

All plan production shall be consistent with the standards followed by The CITY. The plan set will be drafted in AutoCAD v-14 using the linetypes, line weights, text styles, text heights, symbols, scales and methodology which will give them the "look and feel" of plans prepared by the CITY.

Task 121 -- Draft Plan Sheets. The following plan sheets, are anticipated:

- 1 Cover sheet w/ Vicinity Map and Legend
- 1 Summary of Quantities
- 2 Plan View of Channelization
- 1 Details of Island Construction
- 2 Plan view of street Lighting
- 1 Details of Street Light Installation

SECTION 130 PROJECT MANAGEMENT COMMUNICATION

Task 131 -- Quality Assurance and Quality Control. Skillings-Connolly will provide project management, quality assurance and quality control throughout the life of the project. The hours estimated for the individual task elements includes time for on-going QA/QC reviews and principal involvement. This task element provides for the final review of the project by the project manager and principal in charge prior to project sign-off.

SECTION 140 CONSTRUCTION ENGINEERING

Task 141 -- Construction Contract Administration and Inspection. Construction inspection services are not included in this scope of work. If the CITY elects to have Skillings-Connolly provide these services, they will be negotiated as extra work.

SECTION 150 ON-CALL SERVICES

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-- End of Scope of Work --

All documents will be prepared in MS Word '97 format. Copies of all submitted work products will be submitted in electronic file format on compact disk / computer disk.

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EXHIBIT D-1

CONSULTANT FEE DETERMINATION -- SUMMARY SHEET

PROJECT NAME:

Point Fosdick Improvements

DIRECT SALARY COST (DSC):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL	3	X	\$52.88	=	\$158.64
RIGHT OF WAY NEGOTIATOR	0	X	\$38.00	=	\$0.00
PROJ. ENGINEER/MANAGER	34	X	\$42.00	=	\$1,428.00
ENGINEER	73	X	\$31.00	=	\$2,263.00
TECHNICIAN	86	X	\$23.70	=	\$2,038.20
INSPECTOR	0	X	\$30.00	=	\$0.00
PROF. SURVEYOR	0	X	\$33.00	=	\$0.00
2 MAN SURVEY CREW	0	X	\$36.88	=	\$0.00
3 MAN SURVEY CREW	0	X	\$55.31	=	\$0.00
CLERICAL	3	X	\$23.56	=	\$70.68
CONTRACTS ADMINISTRATOR	0	X	\$21.00	=	\$0.00
Total Hours =	199				Total Cost = \$5,958.52
OVERHEAD Including Salary Additives (OH):					
OH Rate X DSC	159.00%	X	\$5,958.52	=	\$9,474.05
FIXED FEE (FF):					
FF Rate X (DSC+OH)	15%	X	\$15,432.57	=	\$2,314.89
REIMBURSABLES:					
MILEAGE @	0	X	0.34	=	\$0.00
MISC. EXPENSE					\$150.00
			SUB TOTAL		\$150.00
GRAND TOTAL				=	\$17,897.45
PREPARED BY:	_____			DATE:	_____

PROJECT NAME: Point Fosdick Improvements		PRINCIPAL	RIGHT OF WAY NEGOTIATOR	PROJ. ENGINEER/MANAGER	ENGINEER	TECHNICIAN	INSPECTOR	PROF. SURVEYOR	2 MAN SURVEY CREW	3 MAN SURVEY CREW	CLERICAL	CONTRACTS ADMINISTRATOR
TASK #	TASK DESCRIPTION											
100	COLLECT DATA											
101	Collect Data			4	8	8						
102	Traffic Study			4	24	24						
103	Base Maps					8						
104	Public Meeting			8	4	4						
110	FINAL DESIGN											
111	Median Channelization			4	24	12						
112	Street Lighting				12	8						
113	Environmental Documentation				4					2		
114	Specifications			2	16	8						
115	Engineers Estimate				6							
120	PLAN PRODUCTION											
141	Draft Plan Sheets			4	8	24						
130	PROJECT MANAGEMENT											
131	QA & QC	2		4								
140	CONSTRUCTION SERVICES											
141	Administration & Inspection											
	HOURS PER DISCIPLINE	2	0	30	106	96	0	0	0	0	2	0



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: GRANDVIEW STREET IMPROVEMENT PROJECT, CSP- 0025
- CHANGE ORDER NO. 1
DATE: JUNE 24, 2002

INTRODUCTION/BACKGROUND

On May 13, 2002, the City Council authorized the award of the subject construction contract to RV Associates, Inc. in the amount of \$241,787.35.

As part of the bidding documents, all prospective bidders were required to complete four additional portions of work bid sections, which were separate and not included in the awarded contract amount. It was made known to all bidders at the time of bidding that the city would review these completed additional bid amounts and make a recommendation to City Council on which additional work portions, if any, the city intended to incorporate into the Grandview Street Project. RV and Associates, Inc. base bid came in below the engineer's estimate and is substantially below the budgeted monies available for this project.

There are sufficient funds available to complete additional work portions one, three, and four. Additional Portion One provides for the paving of the newly completed gravel parking lot at Sewage Pump Station 3A. Portion Three provides for the much needed paving of the WWTP access road. Portion Four provides for the removal and pavement overlay of the deteriorated portions along Burnham Drive. The attachment summarizes each of the bid totals.

POLICY/FISCAL CONSIDERATIONS

This change order will increase the contract amount by \$52,670.05 to reflect a revised contract amount of \$294,457.85 and includes retail sales tax. An additional seventeen working-day time extension will be granted upon Council approval of this change order. This additional work is within the 2002 budgeted allocation for this project as shown in the 2002 Budget, Street Operating Fund.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 1 for the Grandview Street Improvement Project in the amount of Fifty-Two Thousand Six Hundred Seventy dollars and Five cents (\$52,670.05), including retail sales tax.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1</u> of <u>1</u> Date <u>6/24/02</u>	CHANGE ORDER	Change Order Number <u>1</u>
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	CONTRACT NO.: <u>C.S.P. - 0025</u> Sellers Street Improvement Project	
ENDORSED BY: <u>RV Associates, Inc.</u> <small>COMPANY NAME</small> <i>x Curt Stelling</i> <u>6-19-02</u> <small>SIGNATURE</small> <small>DATE</small> TITLE: <u>PROJECT MANAGER</u>	TO: <u>RV Associates, Inc.</u> <u>1333 Lloyd Parkway</u> <u>Port Orchard, WA 98366</u>	
Consent Given by Surety (When required): BY: _____ DATE _____ <small>ATTORNEY IN-FACT</small> <small>DATE</small>		

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

As part of the proposal, there were four additional portions of work, which were separate

and not included in the awarded bid amount. The city has authorized the following portions of additional work: SEE ATTACHMENT FOR PORTION SUMMARY

Portion 1: Pump Station 3A	\$ 7,450.00
Portion 3: WWTP Access Road	\$14,940.00
Portion 4: Burnham Drive	\$30,280.50
Total:	\$52,670.05

An additional seventeen (17) working day time extension has been added to the contract.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>241,787.35</u>	\$ <u>241,787.35</u>	\$ <u>(52,670.05)</u>	\$ <u>294,457.85</u>
<input type="checkbox"/> APPROVAL RECOMMENDED:	<input type="checkbox"/> APPROVED:	<input type="checkbox"/> APPROVAL RECOMMENDED:	<input type="checkbox"/> APPROVED:
_____ CITY ENGINEER	_____ DATE	_____ CITY ADMINISTRATOR	_____ DATE
<input type="checkbox"/> APPROVED: _____ MAYOR		DATE: _____	

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.

31	Plastic Preferential Lane Symbol # 40.00 \$ _____ (Words) FORTY DOLLARS & NO/100 Per Each	Each	5 EA.	\$ 200.00
32	Plastic Bicycle Symbol 40.00 \$ _____ (Words) FORTY DOLLARS & NO/100 Per Each	Each	5 EA.	\$ 200.00
33	Shoring or Extra Excavation Class B 0.80 \$ _____ (Words) EIGHTY CENTS PER Square Foot	Square Foot	2,730 S.F.	\$ 2184.00
34	Maintenance Bond 3000.00 \$ _____ (Words) THREE THOUSAND DOLLARS & NO/100 Lump Sum	Lump Sum	L.S.	\$ 3000.00
35	Adjust Manhole 300.00 \$ _____ (Words) THREE HUNDRED DOLLARS & NO/100 Per Each	Each	3 EA.	\$ 900.00
36	Adjust Valve Cover to Grade 300.00 \$ _____ (Words) THREE HUNDRED DOLLARS & NO/100 Per Each	Each	5 EA.	\$ 1500.00
37	Relocate Mail Box 100.00 \$ _____ (Words) ONE HUNDRED DOLLARS & NO/100 Per Each	Each	9 EA.	\$ 900.00
38	Precast Concrete Monument 500.00 \$ _____ (Words) FIVE HUNDRED DOLLARS & NO/100 Per Each	Each	2 EA.	\$ 1000.00
39	Type 2 Induction Loop 620.00 \$ _____ (Words) SIX HUNDRED TWENTY DOLLARS & NO/100 Per Each	Each	2 EA.	\$ 620.00 1,240.00
40	Force Account \$ Thirty-Five Thousand Dollars (Words) _____ Allowance	Allowance	Allow.	\$35,000.00

Total Base Bid (including Sales Tax) Items 1 through 40

\$ 241,791.35
241,787.35

Additional Portions of Work
(Note: Bidder to Complete All Entries)
Portion 1 - Pump Station 3A

1	Connection to Existing Drainage Structure 750.00 \$ _____ (Words) SEVEN HUNDRED FIFTY & NO/100 Per Each	Each	1 Each	\$ 750.00
2	Solid Wall PVC Storm Sewer Pipe - 6 In. Diam. 25.00 \$ _____ (Words) TWENTY FIVE DOLLARS & NO/100 Linear Foot	Linear Foot	28 L.F.	\$ 700.00
3	Asphalt Conc. Pavement Cl. A 200.00 \$ _____ (Words) TWO HUNDRED DOLLARS & NO/100 Per Ton	Ton	22 TON	\$ 4,400.00
4	Asphalt Concrete Pavement Extruded Curb 10.00 \$ _____ (Words) TEN DOLLARS & NO/100 - Linear Foot	Linear Foot	80 L.F.	\$ 800.00
5	Catch Basin Type 1 800.00 \$ _____ (Words) EIGHT HUNDRED DOLLARS & NO/100 Per Each	Each	1 EA.	\$ 800.00

Total Portion 1 Bid (Including Sales Tax) \$ 7,450.00

Portion 2 - Harborview Drive

1	Asphalt Conc. Pavement Cl. A \$ <u>55.95</u> (Words) <u>FIFTY FIVE & 9/100</u> Per Ton	Ton	180 TON	\$ 10,071.00
2	Paint Line \$ <u>0.25</u> (Words) <u>25/100</u> Linear Foot	Linear Foot	1,000 L.F.	\$ 250.00
3	Adjust Manhole \$ <u>400.00</u> (Words) <u>FOUR HUNDRED & NO/100</u> Per Each	Each	7 EA.	\$ 2,800.00
4	Adjust Valve Cover to Grade \$ <u>400.00</u> (Words) <u>FOUR HUNDRED & NO/100</u> Per Each	Each	2 EA.	\$ 800.00
5	Adjust Catch Basin \$ <u>400.00</u> (Words) <u>FOUR HUNDRED & NO/100</u> Per Each	Each	6 EA.	\$ 2,400.00
6	Planning Bituminous Pavement \$ <u>3.10</u> (Words) <u>THREE & 10/100</u> Square Yard	Square Yard	1,600 S.Y.	\$ 5,600.00
7	Traffic Control Labor \$ <u>38.00</u> (Words) <u>THIRTY EIGHT & NO/100</u> Per Hour	Hour	90 HR.	\$ 3,420.00
8	Temporary Traffic Control \$ <u>5100.00</u> (Words) <u>FIFTY ONE HUNDRED & NO/100</u> Lump Sum	Lump Sum	L.S.	\$ 5,100.00

Total Portion 2 Bid (Including Sales Tax) \$ 30,441.00

Portion 3 - WWTP

1	Washed Crushed Rock \$ <u>40.00</u> (Words) <u>FOURTY & NO/100</u> Per Ton	Ton	8 TON	\$ 320.00
2	Solid Wall PVC Storm Sewer Pipe - 6 In. Diam. \$ <u>25.00</u> (Words) <u>TWENTY FIVE & NO/100</u> Linear Foot	Linear Foot	44 L.F.	\$ 1,100.00
3	Perforated PVC Storm Sewer Pipe - 6 In. Diam. \$ <u>25.00</u> (Words) <u>TWENTY FIVE & NO/100</u> Linear Foot	Linear Foot	20 L.F.	\$ 500.00
4	Asphalt Concrete Pavement Extruded Curb \$ <u>6.00</u> (Words) <u>SIX & NO/100</u> Linear Foot	Linear Foot	220 L.F.	\$ 1,320.00
5	Asphalt Concrete Pavement Cl. A \$ <u>165.00</u> (Words) <u>ONE HUNDRED SIXTY FIVE & NO/100</u> Per Ton	Ton	60 TON	\$ 9,900.00
6	Filter Fabric \$ <u>12.00</u> (Words) <u>TWELVE & NO/100</u> Square Yard	Square Yard	25 S.Y.	\$ 300.00
7	Catch Basin Type 1 \$ <u>750.00</u> (Words) <u>SEVEN HUNDRED FIFTY & NO/100</u> Per Each	Each	2 Each	\$ 1,500.00

Total Portion 3 Bid (Including Sales Tax) \$ 14,940.00

Portion 4 - Burnham Drive

1	Planning Bituminous Pavement \$ <u>3.50</u> (Words) <u>THREE DOLLARS & 50/100</u> Square Yard	Square Yard	1,476 S.Y.	\$ <u>5,166.00</u>
2	Asphalt Conc. Pavement Cl. A \$ <u>52.70</u> (Words) <u>FIFTY TWO DOLLARS & 70/100</u> Per Ton	Ton	310 TON	\$ <u>16,337.00</u>
3	Paint Line \$ <u>0.25</u> (Words) <u>25/100</u> Linear Foot	Linear Foot	2,630 L.F.	\$ <u>657.50</u>
4	Adjust Manhole \$ <u>400.00</u> (Words) <u>FOUR HUNDRED DOLLARS & 00/100</u> Per Each	Each	2 EA.	\$ <u>800.00</u>
5	Traffic Control Labor \$ <u>38.00</u> (Words) <u>THIRTY EIGHT DOLLARS & 00/100</u> Per Hour	Hour	90 HR.	\$ <u>3,420.00</u>
6	Temporary Traffic Control \$ <u>3,900.00</u> (Words) <u>THIRTY NINE HUNDRED DOLLARS & 00/100</u> Lump Sum	Lump Sum	L.S.	\$ <u>3,900.00</u>

Total Portion 4 Bid (Including Sales Tax) \$ 30,280.50



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP *JPV*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT AMENDMENT/ GRANDVIEW
STREET IMPROVEMENT PROJECT
- CONSTRUCTION STAKING SERVICES
DATE: JUNE 24, 2002

INTRODUCTION/BACKGROUND

On May 13, 2002, City Council awarded a Consultant Services Contract for Surveying Services for the Grandview Street Improvement project to David Evans and Associates, Inc, in the amount of \$19,600.90. Shortly after construction began, it became apparent that the proposed roadway profile would be significantly different from the existing grade, and a profile adjustment was necessary in order to avoid excessive and costly additional earthwork. Additional surveying services are required in the amount of Six Thousand Eight Hundred Twenty-Four dollars and Thirty cents (\$6,824.30) to adjust the final roadway grade to match as closely as possible the existing grade. Also, additional survey services will be incurred associated with the increased scope of work should Council approve Change Order No. 1 for this project.

FISCAL CONSIDERATIONS

This work was anticipated in the approved 2002 Budget. The additional contract amount is less than the budgeted allocation to complete this work, as identified in the Street Operating Fund.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract Amendment with David Evans and Associates, Inc. for additional survey services for the Grandview Street Improvement Project, in an additional amount not to exceed Six thousand eight hundred twenty-four dollars and thirty cents (\$6,824.30) for a revised total contract amount of Twenty-Six Thousand Four Hundred Twenty-Five dollars and Twenty cents (\$26,425.20).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated May 13, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the Grandview Street Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on May 13, 2002 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Six thousand eight hundred twenty-four dollars and thirty cents (\$6,824.30). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____
day of _____, 2002.

THE CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
David Evans and Associates, Inc.
Attn: Randy Anderson, P.E.
3700 Pacific Hwy. East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

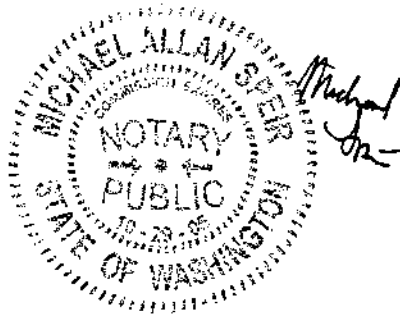
City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Peter Gonzalez 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 Principal of David Evans and Associates Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/17/02

Michael Speer



(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:
Tacoma, Washington

My Commission expires:

Oct. 29, 2005

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____



DAVID EVANS
AND ASSOCIATES INC.

RECEIVED
JUN 17 2002

CITY OF GIG HARBOR
PUBLIC WORKS DEPT

MEMORANDUM

DATE: June 14, 2002
TO: Mr. Stephen Misiurak, P.E.
 City Engineer
 City of Gig Harbor
 3105 Judson Street
 Gig Harbor, WA 98335
FROM: Randy Anderson *Randy*
SUBJECT: Grandview Street NW Improvement Project CSP-0025
PROJECT: Grandview Street NW Construction Staking
PROJECT NO: COGH0000-0008
COPIES: 1

Dear Steve: This memorandum is a follow up to our conversation regarding work items for this project. You requested an estimate from David Evans and Associates, Inc. (DEA) for additional survey work for this project. It is anticipated that this work will be added to the existing agreement that DEA has with the City for this project and will be done under the terms of that agreement. Here is our estimate of time for the following work items.

Waste Water Treatment Plant

1. Provide cut/fill stakes for approximately 180 feet of access road at 50-foot stations.
 8 hours field crew at \$120 per hour \$960.00
2. Stake two each catch basins and provide cut stakes for 44 lineal feet of pipe.
 3 hours field crew at \$120 per hour \$360.00
3. Stake infiltration trench and provide cut stakes for 20 lineal feet of infiltration trench.
 1 hour field crew at \$120 per hour \$120.00
4. Office/supervision time for this task.
 4 hours survey technician at \$79.05 \$316.20
- Total** **\$1756.20**

Pump Station 3A

1.	Provide cut/fill stakes for approximately 80 feet of access road at 50-foot stations.	
	3 hours field crew at \$120 per hour	\$360.00
2.	Stake one catch basin and provide cut stakes for 28 lineal feet of pipe	
	2 hours field crew at \$120 per hour	\$240.00
3.	Provide invert elevation information for one existing catch basin	
	1 hour field crew at \$120	\$120.00
	Office/supervision time for this task	
	4 hours survey technician at \$79.05	\$316.20
	Total	\$1036.20

Grandview Street NW Extra Work

1.	Obtain field data for new vertical curve for road centerline	
	4 hours field crew at \$120 per hour	\$480.00
2.	Office work to compute/re-compute vertical curve data	
	12 hours survey technician at \$79.05	\$948.60
3.	Estimated time to adjust elevations of points in drawing	
	6 hours survey technician at \$79.05	\$474.30
4.	Project management for all of the above work items	
	Total	\$1902.90
	1 hour project manager at \$129 per hour for all extra work tasks	\$129.00
	Contingency Work	\$2000.00
	Grand Total	\$6824.30



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE AMENDING THE 2002
BUDGET
DATE: JUNE 24, 2002

BACKGROUND

At the time of the adoption of the 2002 budget, it was anticipated that the Planning & Building Manager would also serve in the capacity of the Building Official and Fire Marshal. Consequently, the position of Building Official/Fire Marshal was eliminated from the budget. Since the adoption of the budget, we have experienced turnover in the position of the Planning and Building Manager. The person who will soon occupy to Planning and Building Manager position does not possess the qualifications to serve in the capacity of Building Official/Fire Marshal.

These events create a situation whereby we are in need of reinstating the position of Building Official/Fire Marshal.

The current land use planning (project specific) workload has continued to increase unexpectedly throughout the first half of 2002. All current indicators are that current land use planning activities will continue to increase within the City, and we are requesting that an additional position be added to compensate for this increased activity. This position would be at the Associate Planner level and be devoted to processing current land use planning applications.

Once city operations are moved to the new civic center, an additional administrative receptionist will be needed in order to provide adequate service to the public. In addition to providing the first contact with citizens, the administrative receptionist is responsible for all incoming phone calls and proper routing thereof, all cash receipting (except municipal court), processing passport applications, filing, mail distribution and clerical support for the Administration-Finance department. In the new civic center a receptionist will be placed at the front entrance and upstairs. The additional position is required to provide back-up for the receptionist assigned upstairs and the receptionist assigned downstairs.

These budget amendments would allow the Department to better serve the customers of the City of Gig Harbor.

The first reading and public hearing on this Ordinance was held on June 10, 2002.

FISCAL CONSIDERATIONS

At the time of the issuance of the preliminary 2002 annual budget (prior to the reorganization to a Community Development Department), the proposed salary range for the position of the Building Official/Fire Marshal was \$4,085 to \$5,106 monthly plus benefits. If authorized, the six-month fiscal impact would be a maximum of \$30,636 plus benefits.

The adopted 2002 salary range for the Associate Planner position is \$3,565 to \$4,456 monthly plus benefits. If authorized, the six-month fiscal impact would be a maximum of \$26,736 plus benefits.

The four-month fiscal impact for the addition of another administrative receptionist is \$11,296 plus benefits.

If authorized by Council, the total six-month fiscal impact on the 2002 annual budget would be a maximum of \$90,000 inclusive of benefits. Existing revenues in the adopted 2002 annual budget will be adequate to cover these expenditures.

RECOMMENDATION

We recommend that Council approve an Ordinance amending the 2002 budget to reinstate the position of Building Official/Fire Marshal, the addition of one Associate Planner position, and the addition of one Administrative Receptionist position as presented.

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE 2002 BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, adjustments to the 2002 annual appropriations are necessary to conduct city business, and

WHEREAS, the current land use planning (project specific) workload has continued to increase unexpectedly throughout the first half of 2002 and is expected to continue to increase, and

WHEREAS, the City has experienced turnover in the position of the Planning and Building Manager and the person selected to refill the position does not possess the qualifications to serve in the capacity of Building Official/Fire Marshal, and

WHEREAS, City operations will require an additional receptionist upon transfer of operations to the new civic center,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **ORDAINS** as follows:

Section 1.

The City Council hereby finds that: due to turnover the City does not have a person qualified to serve as Building Official /Fire Marshall; and that current staffing is not adequate to keep up with the land use planning workload; and that an additional receptionist will be needed once operations are moved to the new civic center, thus requiring the revocation of a portion of the budgeted general fund balance and to re-appropriate it to the planning and administration budgets, and that such action is in the best interests of the City.

The annual appropriations in the departments and funds listed below shall be increased to the amounts shown:

<u>Fund/Dept.</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
001-General Government			
04 - Admin/Finance	\$656,400	\$15,000	\$671,400
14 - Planning/Building	\$791,705	\$75,000	\$866,705

Section 2. This ordinance shall be in force and take effect five(5) days after its publication of a summary according to law.

PASSED by a vote of one more than the majority of all members of the City Council, as required by RCW 35A.33.120, and approved by the Mayor at a regular meeting of the council held on this ____ day of _____, 2002.



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE AMENDING SECTION 16.11
ALLOWING CONDOMINIUMS THROUGH THE BINDING SITE
PLAN PROCESS
DATE: JUNE 24, 2002

BACKGROUND

Recently, it came to the staff's attention that the Gig Harbor Municipal Code did not contain the necessary provisions to allow for the subdivision of residential zoned property for condominiums under the binding site plan process. As such, the City Attorney drafted an ordinance that would allow for the subdivision of residentially zoned property for condominiums when the division is the result of subjecting a portion of a parcel or tract to the Horizontal Property Regimes Act (condominiums - RCW Chapter 64.32 and 64.34).

The Gig Harbor Planning Commission held a public hearing on the proposed Ordinance on May 16, 2002 and recommended its adoption to Council in a work-study session held on June 6, 2002.

RECOMMENDATION

I recommend that Council approve the Ordinance amending Section 16.11 of the Gig Harbor Municipal Code as proposed allowing condominiums through the binding site plan process following a second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SUBDIVISIONS OF LAND, AMENDING THE PROCEDURE FOR BINDING SITE PLANS TO ALLOW SUBDIVISION OF RESIDENTIALLY ZONED PROPERTY FOR CONDOMINIUMS UNDER THE BINDING SITE PLAN PROCESS, AS CONTEMPLATED BY RCW 58.17.040(7); AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 16.11.001, 16.11.002, 16.11.003, 16.11.004, 16.11.005 AND ADDING NEW SECTIONS 16.11.025 AND 16.11.035.

WHEREAS, the City has established a procedure for processing subdivisions of commercially and industrially zoned property under the Binding Site Plan process in Chapter 16.11 of the Gig Harbor Municipal Code; and

WHEREAS, the City Planning Staff recommended that this procedure be amended to allow for the subdivision of residentially zoned property for condominiums, when the division is the result of subjecting a portion of a parcel or tract to either chapter 64.32 (the Horizontal Property Regimes Act (Condominiums)) or chapter 64.34 (Condominiums); and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20);

WHEREAS, on May 16, 2002, the Planning Commission held a public hearing on this Ordinance and on June 6, 2002 made recommendation that the City Council adopt such Ordinance; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on June 14, 2002 pursuant to RCW 36.70A.106; and

WHEREAS, on June 24, 2002, and July 8, 2002, the City Council considered the Ordinance during its regular City Council meetings; Now, Therefore,

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

Section 1. Section 16.11.001 of the Gig Harbor Municipal Code is hereby amended to read
as follows:

16.11.001. Purpose. The purpose of this chapter is to create a process for subdividing property under the following limited circumstances: (1) subdividing multi-family residentially zoned property (R-2, R-3, RB-2 & PCD-RMD) when the division is the result of subjecting a portion of a parcel or tract of land to Chapter 64.34 RCW subsequent to the recording of the binding site plan, as contemplated by RCW 58.17.040(7) and (2) subdividing commercially and industrially zoned property, as authorized by RCW 58.17.035. ~~On sites that are fully developed, the binding site plan merely creates new interior lot lines or alters existing interior lot lines. The binding site plan process merely creates or alters existing lot lines and does not authorize construction, improvements or changes to the property or the uses thereon.~~

In all cases, the property owners execute written agreements which are recorded against the affected property, ensuring that all lots within the binding site plan will continue to function as one site for any number of purposes, including but not limited to: lot access; interior circulation; common utilities; open space; landscaping and drainage; common facilities maintenance; and coordinated parking. The binding site plan ensues, through written agreements among all lot owners, that the collective lots continue to function as one site for the following purposes; which shall not be limited to; lot access; interior circulation; common utilities; open space; landscaping and drainage; common facilities maintenance and coordinated parking.

Section 2. Section 16.11.002 of the Gig Harbor Municipal Code is hereby amended to read
as follows:

16.11.002. Applicability.

~~Any person seeking the use of a binding site plan to divide his or her property for the purpose of sale lease or transfer of ownership of commercially or industrially zoned property, is required to have or apply for, a complete, approved and valid site plan (via City of Gig Harbor site plan review application), prior to any property division, as provided in Chapter 58.17 RCW and as required by this chapter.~~

A. The subject site which will be subject to the binding site plan shall consist of one or more legally created lots.

- B. The property must be zoned either industrial, commercial or multi-family residential (R-2, R-3, RB-2 or PCD-RMD), and the binding site plan procedure applies to multi-family residential condominium projects only if a portion of a parcel or tract within the proposed project will comply with chapter 64.32 RCW after the recording of the binding site plan; and
- C. A site plan application under chapter 17.96 GHMC must be submitted to the City concurrent with the binding site plan application. A site plan approved by the City of Gig Harbor may be substituted for the site plan application.

~~The binding site plan process merely creates or alters existing lot lines and does not authorize substantial improvements or changes to the property or the uses thereon.~~

Section 3. A new section 16.11.025 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.11.026 Vesting. A binding site plan application shall be considered under the zoning and other land use control ordinances in effect on the land at the time of submission of the fully complete binding site plan application.

Section 4. Section 16.11.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.003 Complete binding site plan application.

~~A proposed binding site plan shall be considered under the zoning and land use control ordinances in effect on the land at the time a fully complete application for a binding site plan is submitted.~~

In addition to the requirements for a complete application set forth in GHMC Section 19.02.002, an applicant for a binding site plan ~~permit~~ shall submit the following:

~~A. A completed application form provided by the department, signed by all property owners of the subject property and their authorized agents, with supporting documents as required below and which contains sufficient information to determine compliance with adopted rules and regulations;~~

A. A valid site plan approved by the City or a pending site plan application before the City (pursuant to chapter 17.96 GHMC);

B. ~~At a minimum, binding site plan applications shall include~~ All of the regular site plan elements ~~per as listed in~~ GHMC Section 17.96.050, as long as the following elements are also included:

1. A map or plan showing the location and size of all new proposed lots;

2. Proposed and existing structures including elevations and floor plans as known (plans which show building envelopes rather than footprints must include post construction treatment of unoccupied areas of the building envelopes) and their distance from property lines, the height and number of stories, distance between buildings, etc.;
3. All proposed uses (if not known, general types of anticipated uses) or existing uses;
4. The location of proposed or existing open space including any required landscaped areas, and all major man made or natural features, i.e., streams, creeks, drainage ditches, railroad tracks, utility lines, etc.;
5. The layout of an internal vehicular and pedestrian circulation system, including proposed or existing ingress and egress for vehicles;
6. ~~The number and location of proposed or existing parking spaces on and off the site;~~
6. The following Zoning code data: zoning district; total lot area (square feet); total building area (square feet); percent of site coverage; number of units proposed; total number of parking stalls (including handicapped); total parking and maneuvering area (square feet); required landscaping (square feet); percent of lot in open space; type of construction; sprinklered-nonsprinklered; occupancy classification.
7. Contains the name of the proposed development; the legal description of the property for which binding site plan approval is sought; the date on which the plans were prepared; the graphic scale and northpoint of the plans.
8. The title "Binding Site Plan" shall be at the top of the plan in large print, together with the required statement, prominently displayed on the face of the site plan.
9. Any areas proposed to be dedicated or reserved for public purposes, and areas to be reserved for private open space and landscaping and areas reserved for the common use of the occupants of the proposed development.

C. A copy of an approved grading plan and an approved drainage plan approved by either the City of Gig Harbor public works department (or any other requirement specified in the City of Gig Harbor surface water design manual or GHMC; or by Pierce County in the case of pre-annexation construction); and

D. A recent title report covering all property shown within the boundaries of the binding site plan application.

E. The location and size of on-site water bodies and drainage features, both natural and manmade;

F. A layout of sewer and the water distribution system;

G. The location and size of any utility (i.e., water, sewer, gas, electricity) trunk lines serving the site;

- H. A phasing plan and time schedule, if the site is intended to be developed in phases or if all building permits will not be submitted within four years;
- I. A list of any other development permits or permit applications having been filed for the same site;
- J. A completed environmental checklist, if required by Chapter 18.04 GHMC;
- K. Copies of all covenants, easements, maintenance agreements or other documents regarding mutual use of parking, common areas, open space, and access;
- L. Copies of all easements, deed restrictions, covenants, or other encumbrances restricting the use of the site;
- M. Documentation of the date and method of segregation for the subject property verifying that the lot or lots were created in accordance with the short subdivision or subdivision laws in effect at the time of creation; and
- N. Contain the name of the proposed development; the legal description of the property for which binding site plan approval is sought; the date on which the plans were prepared; the graphic scale and northpoint of the plans;
- O.

- I. ~~The binding site plan shall contain the conditions to which the binding site plan is subject, including any applicable irrevocable dedications of property and containing a provision requiring that any development of the site shall be in conformity with the approved site plan, and any applicable subdivision requirements of chapter 16.08 GHMC.~~

Section 5. A new Section 16.11.035 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.11.035 Type of Permit Application. A binding site plan application is a Type II application, and shall be reviewed and processed as set forth in Title 19 GHMC.

Section 6. Section 16.11.004 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.004 Criteria for Approval of Binding Site Plan.

~~Binding site plan applications are Type II permit applications.~~

A. ~~the decisionmaker shall review the application and~~ An application for a binding site plan may be approved if the following criteria are satisfied: ~~findings are made:~~

- 1. The proposed lots will continue to function and operate as one site, for fully developed sites; and

2. ~~The decisionmaker must make findings that~~ The application must conform to the criteria conditions imposed on the approved site plan and the applicable development regulations; and

3. Adequate provisions have been made for drainageways, alleys, streets, other public ways, water supplies, open space and sanitary wastes for the property included within the binding site plan;

a. Compliance with all applicable provisions of the building code and public works standards;

b. Compliance with all applicable provisions of Chapter 16.08 GHMC, the zoning code and development standards;

~~That the applicable development regulations, including Title 16 have been met.~~

B. ~~The decisionmaker may~~ As a condition of approval of the binding site plan, the City may authorize sharing of open space, parking, access and other improvements among contiguous properties subject to the binding site plan. Conditions of use, maintenance and restrictions on redevelopment of shared open space, parking, access and other improvements shall be identified on the binding site plan and enforced by covenants, easements or other similar mechanisms. Such agreements and restrictions shall be filed with the Pierce County Auditor and run with the property. Such agreements shall be approved as to form by the city attorney prior to the time that a decision is made on the binding site plan application. The binding site plan shall contain the conditions to which the binding site plan is subject, including any applicable irrevocable dedications of property. The binding site plan shall contain a provision requiring that any development of the site shall be in conformity with the approved site plan and any applicable development regulations.

C. Phasing of Development: Building permit applications shall be submitted for all structures shown on the binding site plan within four years of approval. If the applicant chooses to develop the property in a phased development, the applicant must execute a development agreement with the City (as provided in chapter 19.08 GHMC), which will govern the use and development of the property subject to the binding site plan, including: (1) vesting applicable to subsequent permits; (2) the manner in which each phase of the development will proceed to ensure that only the roads and utilities necessary to serve each phase of the development are constructed prior to the development of each phase; (3) expiration of the agreement and all provisions therein.

D. For Condominiums: The use and development of the property shall be in accordance with the plan submitted as part of the binding site plan application (or as amended prior to the final decision) and division of any property within the binding site plan shall not take place until the development or the portion thereof to be divided is subject to chapter 64.32 RCW.

Section 7. Section 16.11.005 of the Gig Harbor Municipal Code shall be amended to read as

follows:

16.11.005. Final Binding Site Plan. Recording and binding effect.

A. The final binding site plan map which is submitted for filing shall conform to all of the requirements for a complete binding site plan application, and shall also contain the following:

1. The map must be a reproducible map drawn to a scale of not less than one (1) inch equals one hundred (100) feet, on stabilized drafting film or on linen tracing cloth. Scale and north point must be on the map;

2. The size shall be eighteen (18) inches by twenty-two (22) inches;

3. The legal description of the total parcel shall be shown on the final map. All legal descriptions shall be by metes and bounds descriptions, reflecting within the descriptions ties to all subdivision lines, donation claim lines and/or recording plat lines;

4. Property subject to the binding site plan shall be surveyed by a land surveyor licensed in the state. All exterior corners and streets shall be monumented. The surveyor's certificate shall appear on the final map;

5. All conditions, limitations, and requirements for the use and development of the land as required by the approvals granted under this Chapter shall be set forth or referenced.

6. The face of the final binding site plan must contain a certificate, signed by all of the owners of the property, as required by GHMC Section 16.08.002.

7. Any dedications shall be shown on the final binding site plan as required by GHMC Section 16.08.001.

8. All certificates and statements as required by GHMC Section 16.08.003 shall be shown on the final binding site plan.

B. ~~The approved binding site plan recording forms shall meet all requirements of GHMC 16.08.003 for filing plat for record. An approved binding site plan shall be filed for record by the City, at the cost of the applicant, in the office of the Pierce County Auditor and shall not be deemed approved until so filed.~~

Section 8. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 9. 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 ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SUBDIVISIONS OF LAND, AMENDING THE PROCEDURE FOR BINDING SITE PLANS TO ALLOW SUBDIVISION OF RESIDENTIALLY ZONED PROPERTY FOR CONDOMINIUMS UNDER THE BINDING SITE PLAN PROCESS, AS CONTEMPLATED BY RCW 58.17.040(7); AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 16.11.001, 16.11.002, 16.11.003, 16.11.004, 16.11.005, AND ADDING NEW SECTIONS 16.11.025 AND 16.11.035.

The full text of this Ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION
- WELL NO. 2 PUMP CONTROL PANEL
DATE: JUNE 24, 2002

INTRODUCTION/BACKGROUND

An identified Water Objective in the 2002 Budget was to replace the electrical control panel at Well No. 2 with a new soft start electric control panel that has the ability to soft start the pump motor. This will greatly increase efficiency, reliability and life of the pump and motor.

Price quotations for the pump control panel were requested from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Vendor</u>	<u>Total</u>
	(does not including sales tax and shipping)
Systems Interface, Inc.	\$ 9,081.00
Technical Systems Inc.	\$ 10,231.00
Pump Tech Inc.	\$ 12,767.65

The lowest price quotation received was from Systems Interface, Inc., in the amount of \$9,081.00.

Work is expected to begin following delivery of the electrical control panel in August.

ISSUES/FISCAL IMPACT

The purchase of the Well No. 2 electrical control panel exceeds the 2002 budget amount of \$7,500.00 by \$2,343.80; however sufficient funds are available for this purchase in the Water Operating fund, utilizing savings from the Stanich Avenue Water Main project which was completed under budget.

RECOMMENDATION

I recommend that the Council authorize the purchase from Systems Interface, Inc., as the lowest vendor, for their price quotation proposal amount of nine thousand eighty-one dollars and no cents (\$9,081.00), not including state sales tax and shipping.

MAYOR'S REPORT

June 20, 2002

Consideration to Establish a Sister City Program – Takuma, Japan

Several years ago, two opportunities to consider affiliating with Sister Cities International came to our attention. Action was taken in the local area to accommodate the invitation.

The first suggestion came to us by Ted Condiff, who was in the business of international trade in the Sakhalin Islands, which borders the eastern coast of Russia. At my suggestion, Discovery Elementary teacher, Nick Adams, took hold of the opportunity to initiate a pen-pal relationship in 1995. Mr. Adams was transferred the following year. Teacher Carol Olson-Dick carried on the program for a while. She soon moved, as did Mr. Condiff, thus the Sakhalin Islands opportunity disappeared.

Three years ago, John Picinich entertained the challenge of finding homes for visiting Japanese Middle School students. Midori Johnson, a parent of one of John's students, planned the two-week visit. Midori volunteered to chair a committee to explore the pros and cons, obligations and responsibilities of affiliating with Sister Cities International. Madori was interested in leading a Sister City committee until her husband became very ill. He has since passed away.

This past week, the former Mayor of Takuma, Mr. Matsuda, visited the Tacoma/Gig Harbor area for the third time, and I met with him over dinner at Kabuki Restaurant in Tacoma. The gathering included the Mayor of Tacoma, Bill Baarsma, his wife Carol, Joe Kohsai and some members of the Japanese community.

Another influential and enthusiastic proponent of a Sister City affiliation, and an attendee at dinner, was Tacoma's own Tony Anderson, a member of the Board of Directors of Sister Cities International. Tony has been the local coordinator for the visiting student baseball teams from Japan. A couple of years ago, a game was played at Gig Harbor High School, and I hosted a picnic dinner for the visiting team and their families. J.T.'s Original Louisiana BBQ donated their services and the barbequed ribs.

The opportunity to consider the establishment of a Sister City affiliation with Takuma, Japan, is before us once again. We are fortunate to have another member of our community, Yasuko Wada, step forward with great interest in chairing a committee to propose a program to City Council for consideration. Mrs. Wada met with Mr. Matsuda and Mr. Kohsai last Saturday afternoon, as she was unable to join us for dinner. Mrs. Wada has made a first draft proposal, which is attached for your information.

A Sister City Committee is now being formed. Fumiko Tamaru accepted my invitation for her to represent the city on the committee. Councilmembers, as well as citizens, are invited to participate. It is important for the committee to gather as much background information as possible. Your comments are encouraged. Thank you.

CITY OF GIG HARBOR
MEMORANDUM

TO: Gretchen
FROM: Fumiko Tamaru
SUBJECT: A Visitor from Town of Takuma, Japan
DATE: May 23, 2002

Joe Kohsai called and asked whether you will be able to meet Mr. Matsuda (ex-Mayor) from Takuma on June 15th (Saturday). Mr. Matsuda is coming to visit Joe, because Joe had a life threatening illness and got out from the hospital two weeks ago. Mr. Matsuda also wishes to meet you.

Would you tell one of the ladies in the front office whether you will be available to meet him on that date or not? (Just in case if you are not around when Joe calls). Joe will be calling tomorrow to find out the answer from you. I won't be here tomorrow.

Thank you, Gretchen.

First Draft
Proposal: Sister City Programs
City of Gig Harbor
Prepared by Yasuko Wada
March 12, 2002

Statement of Purpose:

To promote international understanding for all citizens of City of Gig Harbor to become active members of Global community

Rationale:

- 1) Geographical location of GiG Harbor plays a significant role in establishing Sister City programs with the Pacific Rim nations. Citizens from diverse racial and economic background, as well as historical background of Gig Harbor citizens are also tremendous advantage to develop unique programs.
- 2) Into the 21st century, it has become the reality that all citizens must learn to co-exist with the rest of the world. Political and economic interdependence have also become essential reality. Preparing next generation to become fully contributing members of the global community is the responsibility of all adult citizens.

Goals:

1. To enrich quality of life of Gig Harbor citizens by the exposure to different cultural and social values.
2. To introduce children and students to foreign languages and their cultures, so that they can be better prepared to become members of global community. Person- to- person contact is the only way for them to gain firm grasps of "authenticity" of languages and their cultures that lead them to gain natural fluency of languages.
3. To provide opportunities for all citizens to examine and become aware of differences and similarities of our own (American) culture from other cultures, have them learn to appreciate our own heritage and also help them become tolerant of each other.

4. To provide businessmen and other professionals opportunities to interact with citizens of other countries, and to know different ways to conduct business. And ultimately, the opportunities will provide them chances to develop partnerships with mutual interest.
5. To get people of diverse background together to bring cohesion and sense of community in Gig Harbor.

Objectives:

Creation of official sister city programs particularly with Pacific Nations provide citizens with

- 1) Cultural and social awareness and understanding of different countries
- 2) Opportunities for educational enhancement for all ages
- 3) Economic enhancement by trade and business exchange and tourism
- 4) Development of acute awareness for needs of intercultural understanding, especially for professionals and students
- 5) Enrichment in life of all citizens by fostering goodwill and friendships

Target Population:

Citizen of Gig Harbor

- Young (pre-kindergartens to Universities and Colleges) and old (retirees)
- Professionals and non-professionals
- Cross generational, cross gender and multi-racial population

History (background) of Sister City programs:
(To be developed)

Future Sample Activities:
(To be developed)

Organizational Structure:
(To be developed)

Financial support/ budget:
(To be developed)

Schools say hello to foreign language

Two schools will pilot new satellite learning classes next year

BY CANDI CARTER
of The Peninsula Gateway

Hola, Konichiwa, Ni hao.

Next year, some Peninsula school district elementary school students will be saying hello to the world with the help of satellite technology.

"With technology increasing, I think the way we look at education is going to have to be changing," said Ryan LeClaire, district information technology coordinator. "It's just different ways for students and teachers to access information they may not have readily available."

In response to demand from parents, Peninsula will implement a distance-learning foreign language course for elementary schools.

Students will have the opportunity to learn Spanish, Japanese and Chinese in grade-specific, six-week courses. There is also a Young Astronauts class to help fill state science requirements.

Two times a week, classes will be beamed in via satellite. Teachers can choose to watch them in real time with their classes or record for later use. The program is called STEP-Star, Satellite Telecommunication Education Program.

Courses are divided for students in kindergarten to third grade and fourth and fifth grades. Kids don't just learn the language by rote memorization. "What this does is expose children to language through the culture," Superintendent Jim Coolican said.

That means that students will learn words while associating them with cultural images. So, a Japanese class session might take place on a fictitious street in Japan and follow a conversation about the surroundings.

"The idea is to start another language every six weeks and so that students get an overall view,"

Coolican said.

Classes will happen twice a week for 30 minutes each time. By the end of each course, they should know about 300 words.

The curriculum was developed by the Spokane Education Service District, which started with high school classes in 1986. Elementary classes were added about four years ago.

"It actually works well because you still have to have an adult in the classroom," said Steve Witter, director of public affairs for the Spokane Educational Service District. "It's not like they're just sitting there. The teachers make it fairly interesting."

Almost 90 districts use the elementary courses and 50 districts use the high school. It costs under \$3,000 a year for a district to beam in foreign language and Young Astronauts to its schools.

"A lot of the research has proven that people's ability to learn language is best at these grades," Witter said. "Frankly, a person's ability goes down right when we start to teach language at high school."

The Spokane Educational Service District has equipment it can lend to get the program started.

For the first year, the Peninsula School District will pilot the foreign language program in just a couple of core schools. Purdy Elementary and Evergreen Elementary are considering taking it on for its first year.

"We may bring on additional schools mid-year depending on how it goes," LeClaire said. "If we choose to go with this district wide, we're going to want to integrate it as part of a daily piece."

If teachers decide they want to pilot the classes, they would decide how to use the satellite curriculum.

Evergreen Principal Jacque MacGregor said she could see it being implemented both during school and in Evergreen's new After Ours enrichment program.

"The teachers are going to make up their mind on how or whether to use it," MacGregor said.

Schools in the Peninsula School District have been offering some foreign language classes before and after school for students.

"This is the time when students should be learning a foreign language, not in middle school or high school," Butler said. "I just see that there's so many positives that can be worked."

Reach education and bridge reporter Candi Carter at 853-9247 or e-mail candi.carter@mail.tribnet.com.

...
"With technology increasing, I think the way we look at education is going to have to be changing."

Ryan LeClaire,
district information
technology
coordinator



Tony Anderson
Board of Directors

◆
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Tacoma, WA 98406

◆
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KATSUYUKI TAKAGI

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Fx (253) 858-4902

June 20, 2002

Mayor Wilbert and
City Council Members
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Re: Response to proposed Condominium Ordinance

Dear City Council Members,

As a local architect who is familiar with many aspects of the local zoning code and has served for 3 years on the City of Gig Harbor's Design Review Board, I would like to suggest that you consider including R-1 single family residences in the Condominium Ordinance which is currently under your consideration.

As the ordinance now reads in sections 16.11.001. *Purpose.* and 16.11.002. *Applicability,* only those zones that allow multi-family attached structures and commercial development on a single parcel will be allowed for condominium development. These zones include R-2, R-3, RB-2 & PCD-RMD. The R-1 zone which allows more than one single family detached structure on a single parcel has been omitted. **For the following reasons, please consider including parcels zoned R-1 in the condominium ordinance:**

1. The term "condominium" is often associated with high density attached multi-family dwelling units or commercial structures; however, there are situations in which several single family detached structures on a single parcel would be advantageous and desirable for the community. In the R-1 zone, only single-family detached dwellings are allowed with a maximum density of 4 units per acre, whereas higher density multi-family dwellings such as duplexes and triplexes are not. **Therefore, including the R-1 zone in the condominium ordinance would not alter the type of buildings or the densities allowed for the R-1 zone.**

It would however allow for a group of single family homes to be created on a single parcel for purposes of sharing a common maintenance agreement, shared open space on the grounds, and shared landscaping. Developments of this kind are often provided for and desired by "empty-nesters", professionals, or elderly homeowners who still want to live in a detached structure, but do not want to maintain the grounds around it.

These type of developments are already provided for in the *Gig Harbor Municipal Code, Chapter 17.89, Planned Residential Developments*, and are allowed in all residential zones, including the R-1 zone.

GHMC 17.89.020 states that "PRD's may be permitted in all districts zoned residential;" and that "PRDs shall not be allowed on any parcels less than two acres in size..."

GHMC 17.89.010 states that "The intent of the PRD zones is to allow opportunity for more creative and imaginative residential projects than generally possible under strict application of the zoning regulations in order that such projects shall provide substantial additional benefit to the general community. It is further intended to preserve unique or sensitive physical features, such as steep slopes, public views, retention of natural vegetation and to provide more open space and recreational amenities, for residents of the development and the general public, than would be available under conventional land development practices. Additionally, it is intended to promote more economical and efficient use of land and a unified design concept for residential development."

2. Since the PRD is already allowed in the GHMC for the R-1 zone, an additional problem is that the road standards from the Public Works Department base their road widths and sidewalk requirements on the number of separate parcels in a residential development, not on the actual number of dwelling units.

In the current City of Gig Harbor Public Works Standards, Ordinance No. 782, Transportation, Chapter 2, 2B.070 Private Streets,

"Private streets may be allowed under the following conditions: 1. Permanently established by tract or easement providing legal access to serve no more than four dwelling units or businesses on separate parcels, or unlimited dwelling units or businesses situated on one parcel as approved by the City Council as a Planned Unit Development or Planned Residential Development, and sufficient to accommodate required improvements, to include provisions for future use by adjacent property owners when applicable"

In the City of Gig Harbor Minimum Street Design Standards Chart:

A **private road** has a minimum 24' wide paved surface, with a sidewalk of 5.5 feet on one side, for a total width of 29.5 feet.

A **public street** has a minimum 36' paved surface, with (2) 5.5' sidewalks both sides, and (2) 5' wide planting strips both sides, for a total width of 55' ROW. This street is designed for a vehicular speed of 25 mph.

There are many benefits to using narrower streets in new residential neighborhood development today. For instance, the older neighborhoods of downtown Gig Harbor have streets which are narrower than 24', some with and without sidewalks. It is the character of these streets which draw people to the harbor as a special place to live.

Wider streets have more impervious surfaces, create more water run off, and require larger detention systems to filter, store, and re-direct storm water run-off. The City's public road standard has 38% more impervious surfaces than the private road standard.

Wider streets encourage faster vehicular movement. The City's public street standard for the city is based on a 25 mph design speed. The narrower private road is designed for 10-15 mph. This is safer for pedestrians and children.

Wider streets require more land, therefore more excavation of existing vegetation. The City's public road standard is 46% wider than the private road standard.

3. **The City of Gig Harbor Design Manual has a section on Minor Streets**, referring to the design for *new local streets*, yet these streets are much narrower than the public works standard for a public street.

Design Manual, page 22, states

"Incorporate alleys into street layout. *Alleys accommodate rear-lot parking which preserves the visual quality of neighborhood streetscapes. Alleys are encouraged in all residential and commercial neighborhoods except where they may result in loss of significant vegetation or buffers."*

"Limit pavement widths in view basin area. *To preserve the unique character of the harbor area, lane widths in the Harbor Basin shall be limited to **10 feet maximum** unless wider widths are required for fire access, expected truck traffic or heavy volumes, as determined by the Public Works Department."*

Using the public works standards for any street servicing more than 4 individual lots, the above stated design manual standards will be impossible to meet. Through the PRD process for development, and the condo ordinance to support it, these standards are more likely to be met.

As demonstrated, the public works road standards are inconsistent with the intentions of the PRD, which is to improve on standard development methods of wide public roads, better use of the land or use of low impact development methods.

In conclusion, under the proposed condominium ordinance, it will be difficult if not impossible to design a PRD in the R-1 zone. Including the R-1 zone in the condominium ordinance will ensure that innovative development for single-family neighborhood development will be allowed in the City of Gig Harbor and Gig Harbor North. **It will enable us to retain the small character of some of the established neighborhoods that we appreciate.**

Thank you for your consideration.

Sincerely,



Jeanne Ratcliffe-Gagliano