

# **Gig Harbor City Council Meeting**



**August 26, 2002  
7:00 p.m.**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
August 26, 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 August 12, 2002.
2. Correspondence/Proclamations: a) 2002 WFOA Distinguished Budget Award.  
b) National Payroll Week.
3. Judson Street Stormwater Improvements Construction Survey Staking – David Evans & Assoc.
4. Judson Street Stormwater Improvements Geotechnical Material Testing – Krazan and Assoc.
5. Skansie/72<sup>nd</sup> Street Waterline Loop Engineering Services – The Shea Group.
6. Franklin / Prentice Avenues Pedestrian Improvements – Final Design – The Shea Group.
7. Phase I Environmental Assessment – Saltbush Inc.
8. Liquor License Application: Brother John's Wine Bar & Bistro
9. Approval of Payment of Bills for August 26, 2002.  
Checks #36948 through #37091 in the amount of \$897,807.58.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. Resolution – Referendum 51.
2. Resolution – Honoring Victims of 9-11 Attack.
3. Judson Street Stormwater Project Bid Award.
4. Haines/Renczkowski Sewer Request.

**STAFF REPORTS:**

Gig Harbor Police Department – July Stats.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30110(b).

**ADJOURN:**

**GIG HARBOR CITY COUNCIL MEETING OF AUGUST 12, 2002**

**PRESENT:** Councilmembers Ekberg, Young, Owel, Dick, Picinich, Ruffo and Mayor Wilbert. Councilmember Franich was absent.

**CALL TO ORDER:** 7:05 p.m.

**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 July 22, 2002.
2. Correspondence: a) Korean American Association of Tacoma.  
b) Dragon Boat Races – Mayor Bill Baarsma.  
c) AWC – Risk Management.
3. Storm Water Facilities Maintenance Agreement and Restrictive Covenant.
4. New Street Names at the Meadows Subdivision.
5. Contract Renewal – Land Use Hearing Examiner Services.
6. Liquor License Renewals: Hy Iu Hee Hee; Olympic Village 76 Station
7. Approval of Payroll for the month of July:  
Checks #1588 through #1656 in the amount of \$216,753.27.
8. Approval of Payment of Bills for August 12, 2002.  
Checks #336784 through #36947 in the amount of \$425,864.68.

**MOTION:** Move to approve the consent agenda as presented.  
Ekberg/Young – unanimously approved.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Amending Section 16.11 Allowing Condominiums Through the Binding Site Plan Process. John Vodopich, Community Development Director, presented this second reading. He explained that changes had been made to the ordinance to add the definition of a building site and identifying the criteria that a condominium would be subject to in a R-1 zone to clarify that the underlying zoning would apply. Carol Morris, City Attorney, further explained the amendments to the ordinance language and answered Council's questions. She will come back at a later date with an ordinance to assure that condominiums follow the subdivision act and to clarify that each dwelling unit allowed must be placed on an individual building site.

Paul Cyr – Mr. Cyr voiced support of the amended ordinance. He then asked for consideration for private street regulations, adding that certain projects shouldn't be required to have public roads.

**MOTION:** Move to adopt Ordinance No. 915.  
Dick/Ekberg – unanimously approved.

**NEW BUSINESS:**

1. Resolution – Support of Smoke-Free Establishments. Councilmember Frank Ruffo explained that he had made a presentation at the Council Retreat based upon the fact that so many establishments were choosing to go “smoke-free.” He said that he drafted this ordinance for consideration by Council. Councilmembers discussed ways to recognize these efforts. Mark Hoppen explained that Laureen Lund, Tourism Specialist, and he would work on a way to recognize these establishments.

**MOTION:** Move to adopt Resolution No. 594.  
Ruffo/Owel – unanimously approved.

**STAFF REPORTS:** None scheduled.

**PUBLIC COMMENT:** None.

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

Councilmember Young shared the new bumper stickers with the new logo that will be given out at the Civic Center opening.

Mayor Wilbert asked Councilmembers to look at the correspondence listed on the Consent Agenda. She said that she would be attending the Korean Heritage meeting in Tacoma in response to the letter. She mentioned the Korean Heritage Festival to be held in Gig Harbor September 20<sup>th</sup> and 21<sup>st</sup>. She continued to share that she had attended the change of command of Lt. General James T. Hill.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Exit conference with the Auditor: Tuesday, August 20<sup>th</sup> at 10:00 a.m.

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30110(b).

**MOTION:** Move to adjourn to Executive Session at 7:25 p.m. for approximately 5 minutes to discuss property acquisition.  
Ruffo/Picinich – unanimously approved.

**MOTION:** Move to return to Regular Session at 7:32 p.m.  
Picinich/Owel – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:32 p.m.  
Ekberg/Ruffo - unanimously approved.

Cassette recorder utilized:  
Tape 660 Side B 000 - 193.

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Gretchen A. Wilbert, Mayor

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City Clerk



# Washington Finance Officers Association

August 12, 2002

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

RECEIVED  
AUG 13 2002  
CITY OF GIG HARBOR

Dear Mayor Wilbert:

This is to notify you that the City of Gig Harbor 2002 Budget has earned the Washington Finance Officers Association Distinguished Budget Award. This award is patterned after the Government Finance Officers' Program and is the highest form of recognition in fiscal planning and budgeting within the State of Washington. In order to earn this award, the budget documents are critiqued by at least two reviewers who return a favorable response. I have received favorable responses from the reviewers of your 2002 document. (A summary of the responses will be mailed under separate cover to the official requesting the results.)

The budget document is judged on meeting program criteria covering policies, operations, financial planning and communications. The receipt of this award is evidence of an interest in effective fiscal management programs benefiting the customers of the City of Gig Harbor. You and your staff are to be commended for such an interest.

A plaque and certificates for your 2002 budget document will be available for presentation at the 2002 WFOA conference in Yakima. These items may be picked up at the education table.

Sincerely,

Bonita R. Fell  
WFOA Budget Awards Chair  
% City of Kent Finance Department  
220 Fourth Avenue South  
Kent, WA 98032-5895  
Telephone: 253-856-5245  
Email: [bfell@ci.kent.wa.us](mailto:bfell@ci.kent.wa.us)

cc: David Rodenbach, Finance Director

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, the American Payroll Association and its 20,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 130 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

*WHEREAS*, payroll professionals in Gig Harbor, Washington play a key role in maintaining Gig Harbor's economic health, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement and carrying out tax withholding, reporting and depositing; and

*WHEREAS*, payroll departments collectively spend more than \$15 billion annually complying with a myriad of federal and state wage and tax laws; and

*WHEREAS*, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

*WHEREAS*, payroll professionals meeting regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

*NOW, THEREFORE*, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby give support to the efforts of the people who work in Gig Harbor, Washington and of the payroll profession by proclaiming the week of September 2-6, 2002, as

## ***NATIONAL PAYROLL WEEK – GIG HARBOR PAYROLL WEEK***

in the City of Gig Harbor and encourage all citizens to join me in celebrating these professionals.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 26<sup>th</sup> day of August, 2002.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

\_\_\_\_\_  
Date

RECEIVED

JUL 29 2002

CITY OF GIG HARBOR



The Honorable Mayor  
City Hall  
3105 Judson St  
Gig Harbor, WA 98335

Dear Mayor Gretchen Wilbert,

I am writing on behalf of the American Payroll Association to seek your support for a **Payroll Week** in Gig Harbor, Washington. We believe the designation of **September 2-6, 2002** as Payroll Week would go far to recognize the important contributions of the people of this city who work to support the American Dream and highlight the partnership between taxpayers and payroll professionals.

**The American Payroll Association has designated September 2-6, 2002 as National Payroll Week.**

The American Payroll Association represents and estimated 6 million residents in our state and over 600,000 businesses. Needless to say these taxpayers and businesses contribute millions of dollars to the state and federal treasuries through payroll taxes each year. These taxes include both federal and state withholding, which go toward important civic projects including roads, schools and parks. Taxpayers and payroll professionals are also partners in supporting the social security and Medicare systems. In addition, companies are now playing an increasingly important role in the enforcement of child support laws by calculating and deducting child support payments from workers' pay.

The theme of National Payroll Week is "**Working for America.**" The collection, reporting and payment of payroll taxes by employers are a positive example of what works in America. Your support of **Payroll Week** would be an important step in recognizing and celebrating the contributions of workers in the United States and the payroll professional's who report these workers' earnings, collect their taxes and pay their wages. We believe the proclamation of **Payroll Week** in Gig Harbor, Washington will enhance the public's understanding of their role in helping support the system and the contributions of payroll professionals.

Enclosed is a proclamation proposal which we believe captures the spirit of **Payroll Week**. I would, however, be happy to work with you or your staff to refine the language of the proclamation. I would also be interested in discussing additional projects for **Payroll Week** with your staff and participating in any project that can help improve the public's understanding of issues related to our payroll and tax systems.

I look forward to hearing from you and your staff in the near future. It would be great to show the **National American Payroll Association that Washington supports payroll professionals throughout the state**. Please feel free to contact either me at (206) 854-1182 or Mark DiPaolo, National Payroll Week Campaign Chairperson at (425) 867-2645.

Sincerely,

A handwritten signature in cursive script that reads "Kristine K. Willson CPP".

Kristine K. Willson, CPP  
Rainier Chapter APA

Enclosures





*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: JUDSON STREET STORMWATER IMPROVEMENT PROJECT**  
**- CSWP-0134, CONSULTANT SERVICES CONTRACT- DAVID EVANS**  
**AND ASSOCIATES, INC. - CONSTRUCTION SURVEY STAKING**  
**DATE: AUGUST 26, 2002**

#### **INTRODUCTION/BACKGROUND**

A budgeted objective for 2002 included the construction of the Judson Street Stormwater Improvement Project. Survey staking and related work is needed to establish vertical and horizontal pipe alignment, and other information necessary to facilitate the storm drain construction.

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the engineering-survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and extensive municipal survey experience, and outstanding past experience with the City of Gig Harbor.

The scope includes construction surveying along the project limits, and "As Constructed Drawings" within the project limits.

#### **POLICY CONSIDERATIONS**

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

#### **FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2002 Budget and adequate funds exist, as identified in the Stormwater Operating Fund.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to seven thousand seven hundred forty dollars and zero cents (\$7,740.00).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in the construction of Judson Street Stormwater Improvement 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 August 13, 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 Seven Thousand Seven Hundred Forty Dollars and no cents (\$7,740.00) 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 December 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 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 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  
Randy Anderson, P.E.  
David Evans & Associates, Inc.  
3711 Pacific Highway East, Suite 311  
Tacoma, WA 98424  
(253) 922-9780

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

CITY OF GIG HARBOR

By:   
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Randy Anderson, P.E.  
David Evans & Associates, Inc.  
3711 Pacific Highway East, Suite 311  
Tacoma, WA 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 \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ 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 (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: \_\_\_\_\_

**CITY OF GIG HARBOR**  
**JUDSON STREET STORMWATER IMPROVEMENTS**  
**PIONEER WAY, JUDSON AVENUE, AND STANICH STREET**

**CSWP-0134**

**EXHIBIT A**

**SCOPE OF SERVICES**

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for construction survey work for the Judson Street Stormwater Improvements, Project CSWP-0134.

In general, this project involves providing construction survey staking for approximately 900 Lineal Feet of storm drain line, eight new structures, and providing cut sheets for the City and/or the contractor.

The road centerline information and construction plans developed by Berryman and Henigar Consulting Engineers, in the project Contract Documents for Judson Street Stormwater Improvements, CSWP-0134, and dated July 2002 will be used by DEA for center of road alignment and all construction staking will be taken from this provided alignment data.

The project tasks for this Scope of Services are as follows:

**TASK 1---PROJECT MANAGEMENT**

- Provide project administration and coordination for the project.
- Provide general engineering and surveying management as needed.
- Provide project updates on the status of the work as requested by the City.
- Prepare and submit monthly invoices to the City. If requested the invoice will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included therein.
- Provide internal quality control review throughout the construction survey process.

**TASK 2---ESTABLISH HORIZONTAL AND VERTICAL CONTROL FOR THE PROJECT**

Both horizontal and vertical control will be based solely on the information contained on the above referenced plans for the project.

- Review plans to establish basis of horizontal and vertical control for project.
- Obtain plans in electronic format and establish internal coordinates and project data for project.

- Prepare field notes for survey crew.

### **TASK 3---ESTABLISH HORIZONTAL ALIGNMENT OF PIONEER WAY, JUDSON AVENUE, AND STANICH STREET AND ESTABLISH PROJECT VERTICAL CONTROL**

- Run horizontal control for the project.
- Run a vertical control network for the project using the benchmark at the intersection of Harborview Avenue and Judson Avenue.

### **TASK 4---STAKE STORM DRAINAGE SYSTEM**

- Stake centerline of stormdrain lines every 50 feet.
- Stake the location of eight storm drainage structures and provide rim and invert elevations for them.
- Provide the City with cut sheets to assist them with calculating material quantities for the project.

### **TASK 5---"AS-CONSTRUCTED" DRAWINGS**

- Provide the City with one original hand label/drawn set of "As-Constructed" drawings showing invert and rim elevations of all drainage structures within the limits of the project.

### **ADDITIONAL SERVICES**

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include additional survey work, civil and traffic engineering design, specifications, engineering costs estimates, environmental and permitting work, preparation of easements or other legal descriptions and documents, and public involvement.

### **SERVICES PROVIDED BY THE CITY**

- The plans for this project will be provided to DEA in electronic format. The city will provide survey control information used by Berryman and Henigar and/or their subconsultant for the development of the project plans. The information provided to DEA will be used to establish the location of the storm drainage line and structures for this project.
- The City and/or the contractor will be responsible for locating all utilities for the project.
- The City will provide all needed traffic control for DEA's survey effort.

## **CONDITIONS OR EXCLUSIONS OF WORK**

- DEA will use the existing road alignment information developed in the project plans as the basis for all construction staking work done on this project. DEA assumes no responsibility for the correctness or accuracy of this information.
- All construction staking will be done on a one-time basis only. Re-staking work will be done on a time and expense basis.
- No property survey work or staking of right-of-way lines that will require the filing of a Record of Survey will be done as part of this project. No monuments will be set for this project.
- All requests for construction survey work will be presented to DEA through the City not less than three (3) business days before completed staking of the requested item is required.
- The City will provide DEA with any plan change information three (3) business days prior to the request to have that particular item field staked. However, DEA will make every reasonable effort to minimize that time to allow the contractor's work to proceed without delay.
- DEA will set construction stakes, offset stakes, or hubs needed to do the construction work. The contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from these provided stakes or hubs.

## **REIMBURSABLES**

- Fees for reprographics and postage.
- Mileage

## **PROJECT SCHEDULE**

DEA is available to begin work within 48 hours after written authorization of this Scope of Work is received.

GIGHARBORJUDSON-1  
8/14/2002

DAVID EVANS AND ASSOCIATES, INC.  
 3700 PACIFIC HIGHWAY EAST  
 TACOMA, WA. 98424  
 253-922-9780

CITY OF GIG HARBOR  
 JUDSON STREET STORMWATER IMPROVEMENTS  
 EXHIBIT B  
 SCHEDULE OF RATES AND ESTIMATED HOURS

		Proj. Mgr.	Surv. Mgr.	Proj. Surv.	Surv. Tech	2-Person Crew	Clerical	Subtask	Expenses	Total
		\$ 129	\$ 118	\$ 85	\$ 75	\$ 120	\$ 45	Total		
<b>Project Administration</b>										
	Provide Project Administration and Coordination	2					2			
	Provide Engineering and Surveying Management	1	2							
	Provide Project Updates	1					1			
	Prepare and Submit Invoices	1					2			
	Provide QA/QC		2							
	Hours Subtotal	5	4	0	0	0	5			
	Cost Subtotal	\$ 645.00	\$ 472.00	\$ -	\$ -	\$ -	\$ 225.00	\$ 1,942.00		\$ 1,942.00
<b>Establish Horizontal and Vertical Control</b>										
	Establish Basis of Horizontal and Vertical Control			2						
	Obtain Plans in Electronic Format and Establish Project Data			2						
	Prepare Field Notes for Survey Crew			4						
	Hours Subtotal	0	0	8	0	0	0			
	Cost Subtotal	\$ -	\$ -	\$ 680.00	\$ -	\$ -	\$ -	\$ 680.00		\$ 680.00
<b>Establish Alignment and Vertical Control in the Field</b>										
	Run Horizontal Control in Field					4				
	Run Vertical Control in Field					4				
	Hours Subtotal	0	0	0	0	8	0			
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 960.00	\$ -	\$ 960.00		\$ 960.00
<b>Stake Storm Drainage System</b>										
	Stake Centerline of Stormdrain Lines Every 50 feet					8				
	Stake Eight Drainage Structures					4				
	Provide Cut Sheets					4				
	Hours Subtotal	0	0	0	0	16	0			
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 1,920.00	\$ -	\$ 1,920.00		\$ 1,920.00
<b>*As-Constructed* Drawings</b>										
	Hours Subtotal	0	1	10		6				
	Cost Subtotal	\$ -	\$ 118.00	\$ 850.00	\$ -	\$ 720.00		\$ 1,688.00		\$ 1,688.00
	Labor Cost Subtotal	\$ 645.00	\$ 590.00	\$ 1,530.00	\$ -	\$ 3,600.00	\$ 225.00	\$ 6,590.00		\$ 6,590.00
<b>Contingencies/Extra Work (At request/direction of the City)</b>										\$ 1,000.00
<b>Expenses</b>										
	Reprographics, Deliveries, Postage						\$ 50.00			
	Mileage						\$ 100.00			
	Expenses Total						\$ 150.00		\$ 150.00	\$ 150.00
	GRAND TOTAL							\$ 6,740.00		\$ 7,740.00



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: JUDSON STREET STORMWATER IMPROVEMENT PROJECT**  
**- CSWP-0134, CONSULTANT SERVICES CONTRACT - KRAZAN &**  
**ASSOCIATES, GEOTECHNICAL MATERIALS TESTING**  
**DATE: AUGUST 26, 2002**

#### **INTRODUCTION/BACKGROUND**

Geotechnical materials testing assistance is necessary for the Judson Street Stormwater Improvement Project to ensure that materials used in the project meet the requirements of the plans and specifications. All materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the materials testing firm of Krazan & Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive testing experience.

Council approval of the Consultant Services Contract is being requested.

#### **POLICY CONSIDERATIONS**

Krazan & Associates, Inc. meets all of the City's standard insurance provisions for professional services contracts.

#### **FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2002 Budget and adequate funds exist, as identified in the Stormwater Operating Fund.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc. for geotechnical materials testing services for the Judson Street Stormwater Improvement Project in an amount not to exceed five thousand four hundred ninety-two dollars and no cents (\$5,492.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
KRAZAN & ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Highway 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of Judson Street Stormwater Improvement 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 August 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:

**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 Five Thousand Four Hundred Ninety-Two Dollars and no cents (\$5,492.00) 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 A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section 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 December 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 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 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**  
Jeff Bowers  
Krazan & Associates, Inc.  
20714 State Hwy. 305 NE, Ste. 3C  
Poulsbo, WA 98370  
(360) 598-2126

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

Aug-15-02 10:32A

P.02

**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

CITY OF GIG HARBOR

By: Jeff Bowers  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Jeff Bowers  
Krazan & Associates, Inc.  
20714 State Hwy. 305 NE, Ste. 3C  
Poulsbo, WA 98370  
(360) 598-2126

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 \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ 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 (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**

DESCRIPTION	UNITS	RATES	AMOUNT
Soils Field Technician	70	\$36.00	\$2,520.00
Asphalt Field Technician	20	\$36.00	\$720.00
Trip Charge	1800	.365/mile	\$657.00
Moisture Density Relationship (ASTM D1557)	5	\$150.00	\$750.00
Soil Sieve Analysis (ASTM D136)	5	\$85.00	\$425.00
Asphalt Rice Analysis	1	\$85.00	\$85.00
Asphalt Extraction/Gradation (ASTM D2172)	1	\$225.00	\$225.00
Project Management	2	\$55.00	\$110.00
Report Preparation/Processing		N/C	
<b>CONSULTING SERVICES - IF REQUIRED</b>			
Field Geologist/Field Engineer		\$60.00/hr.	
Senior Engineering Geologist		\$75.00/hr.	
Senior Environmental Geologist		\$80.00/hr.	
Staff Engineer		\$85.00/hr.	
Senior Engineer		\$95.00/hr.	
Principle Engineer		\$110.00/hr.	
<b>Total Estimated Budget:</b>			<b>\$5,492.00</b>

**NOTES:**

All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Overtime charges will be billed more than the estimated amount. The standard turn around time for proctor/sieve analyses will be three (3) business days from the time the soil sample is delivered to the lab. Additional services requested in addition to the quantities above will be billed at our current rates. Please sign the attached CONTRACT to set prices for this project. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.



*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 VODOPICH, AICP, COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SKANSIE/72<sup>ND</sup> STREET WATERLINE LOOP**  
**ENGINEERING SERVICES - CONSULTANT SERVICES CONTRACT**  
**DATE: AUGUST 26, 2002**

#### **INTRODUCTION/BACKGROUND**

An identified objective of the Water Comprehensive Plan and the 2002 water operating budget is the construction of a new water transmission main along Skansie Avenue and 72<sup>nd</sup> Street.

After reviewing the Consultant Services Roster and checking with other agencies, The Shea Group was selected as best qualified to perform the design for the project. The firm's selection was based on its experience in utility design, familiarity with the area, as well as the ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$39,534.97 with The Shea Group, for the design of the Skansie/72<sup>nd</sup> Street 12" waterline loop.

#### **POLICY CONSIDERATIONS**

The Shea Group is able to meet all of the City's standard insurance provisions for professional services contracts.

#### **FISCAL CONSIDERATIONS**

This project is identified in the water-operating fund of the 2002 Annual Budget. The contract amount is within the 2002 budgeted allocation.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with The Shea Group, for the design of the Skansie/72<sup>nd</sup> Street waterline loop in an amount not to exceed thirty nine thousand five hundred thirty-four dollars and ninety-seven cents (\$39,534.97).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
THE SHEA GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and The Shea Group, a Parametrix Company, a corporation organized under the laws of the State of Washington, located and doing business 8830 Tallon Lane, Lacey, Washington 98516 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of Skansie/72<sup>nd</sup> Street Waterline Loop, 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 August 13, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit B-1 – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit B-1**.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty Nine Thousand Five Hundred Thirty Four Dollars and ninety-seven cents (\$39,534.97) 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 B-1**, 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 D-1 – Consultant Fee Determination**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit D-1** or bill at rates in excess of the hourly rates shown in **Exhibit D-1**; 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 B-1** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit D-1** shall be completed by March 31, 2003; 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 B-1**. 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 B-1** 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 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 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  
David R. Skinner, P.E.  
The Shea Group, a Parametrix Company  
8830 Tallon Lane  
Lacey, WA 98516  
(360) 459-3609

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: *David R. Skinner*  
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
David R. Skinner, P.E.  
The Shea Group, a Parametrix Company  
8830 Tallon Lane  
Lacey, WA 98516  
(360) 459-3609

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 \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ 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 (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 B-1**  
**Scope of Work**  
**72<sup>nd</sup> Street Waterline Design**

**Project:** 72<sup>nd</sup> Street Waterline Improvements; Wagner Way to Skansie Avenue  
**Client:** City of Gig Harbor, Washington

**I. BACKGROUND**

The City of Gig Harbor has requested the Shea Group to provide engineering services to design approximately 2,650 ft of new water main from Wagner Way to Skansie Ave. within the City of Gig Harbor. The proposed improvements include the construction of approximately 2,650 ft of new 12-inch water main that will connect the existing 12-inch mains currently located at Wagner Way and on Skansie Ave.

**II. SCHEDULE**

The City anticipates the construction to be completed by the end of this year. The PS&E for the proposed water line will be completed with sufficient time to allow bidding and award prior to October 2002. A detailed schedule will be completed as part of this scope.

**III. PROJECT WORK TASKS AND DOCUMENTATION**

The Scope of Work for the project is divided into seven major parts or Work Tasks, which in turn include several sub-tasks. Documentation or deliverables will be provided to the City for the following Tasks and/or Sub-tasks.

***Task 1 Project Administration***

- 1.1 Coordinate with the City, prepare monthly progress reports, and prepare monthly statements showing staff time and expenses for each progress billing period.*
- 1.2 Coordinate jurisdictional issues with The City of Gig Harbor and Pierce County.*

*Deliverables:*

- 1) Monthly invoices for work performed during the previous month.
- 2) Monthly progress reports accompanying the invoices.
- 3) Summary of meetings with the City.

***Task 2 Work Plan***

- 2.1 Develop a work plan to detail the project schedule and key project milestones and design objectives.*

*Deliverables:*

- 4) Project Schedule.
- 5) One copy of the Work Plan.

**Task 3 Topographical Survey and Base Map**

- 3.1 *Map/Survey the project area along 72nd Street from Wagner Way to Skansie Ave. Also map/survey Skansie Ave. from 72<sup>nd</sup> to end of project.*

*Assumptions:*

The City will obtain all rights-of-entry for the survey.

**Task 4 Preliminary Design (30%)**

- 4.1 *Base Mapping, data collection and materials review*

- Prepare design base map of 72<sup>nd</sup> Street and Skansie Ave. using AutoCAD 2000 format. Maps will be prepared at 1"=20' (1/2 size sheets for review by City)
- Review all as-built maps of water and sewer systems, storm drainage and roadways, and identify potential conflicts and locations of service laterals to abutting properties.

*Deliverables:*

- 6) Base Map of 72<sup>nd</sup> Ave. and Skansie Ave.

- 4.2 *Preliminary Waterline Design*

- Determine City waterline standards and design requirements. Obtain electronic standard water system details from the City.
- Prepare Preliminary waterline design of 72<sup>nd</sup> Street from Wagner Way to Skansie Ave., showing vertical grade, valve and hydrant locations. (1"=20' scale).
- Prepare waterline detail sheets for all waterline apparatus per City guidelines.

*Deliverables:*

- 7) Preliminary Waterline Design drawings

- 4.3 *Preliminary Construction Estimates*

- Prepare preliminary construction cost estimates for 72<sup>nd</sup> street waterline based on preliminary design.

*Deliverables:*

- 8) Preliminary 72<sup>nd</sup> street waterline construction cost estimate

- 4.4 *Environmental Services*

- Assist the City with permit documentation and provide assistance to the City for the completion and coordination of project permits.

*Assumptions:*

- The City will prepare all the permitting necessary for the project.

**Task 5 Waterline Design (60% PS&E)**

Finalize horizontal and vertical alignment of the proposed waterline, incorporating city review comments and input received from the preliminary design phase.

**5.1 Waterline Plans**

- Prepare waterline plan and profile sheets showing the vertical gradients and existing grade elevations and locations of various underground utilities to identify possible conflicts. Plan sheets will include identification of new water main, service lines, and new hydrant and valve locations, etc. (6 sheets, 1" = 20' scale)
- Prepare preliminary erosion control plans. (3 sheets @ 1" = 50' scale).

**5.2 Traffic Control**

- Prepare preliminary traffic control plans and details for the work zone.

**5.3 60% Plan Review**

- Submit 60% design plans to City for review.
- Attend plan review meeting with City staff to review comments.
- Revise drawings and provide written response to review comments.

*Assumptions:*

- 1) The Shea Group will submit one (1) half-size original set of 60% design plans to the City. The City will make additional copies as necessary to distribute to staff.

**Task 6 Final Design (90% & 100% PS&E)**

**6.1 Final Design Drawings**

Based on the 60% plan submittal and City review, The Shea Group will prepare the final contract plans for the 72<sup>nd</sup> street waterline improvement.

- Prepare cover sheet with vicinity map, index and signature blocks. (1 sheet)
- Prepare removal and utility relocation plan sheets. (3 sheets)
- Prepare final waterline plan/profile sheets for 72<sup>nd</sup> street. (6 sheets)
- Prepare waterline detail sheets for all waterline apparatus per City standards. (2 sheets)
- Prepare erosion control plan and detail sheets. (3 DBL plan sheets)
- Prepare final traffic control plan. (*if required*) (3 sheets)

## 6.2 Contract Specifications & Estimates

- Prepare special provisions and contract specifications in WSDOT format (Divisions 2-9).
- Prepare Engineer's Estimate of Construction Costs, using City of Gig Harbor bid items

### *Assumptions:*

- 1) The City will prepare division 1 of the specifications and assemble the bid package and will insert the appropriate wage rate forms, bid documents and standard contract forms.

## 6.3 Shea Group Quality Control and Final Project Delivery

- Conduct in-house plan review of final plans to check for construct-ability, plan consistency and contract provisions.
- Submit final 90% plans to the City for review.
- Incorporate review comments and submit final complete drawings, specifications and estimates to the City for approval.

### *Assumptions:*

- 1) The Shea Group will submit one (1) half-size original set of 90% design plans, one (1) set of special provisions and one copy of the Engineer's Construction estimate to the City. The City will make additional copies as necessary to distribute to staff.
- 2) The Shea Group will submit one (1) half-size original set of 100% design plans to the City. The City will make all copies for bidding purposes.
- 3) The Shea Group will provide an electronic file of the design plans and special provisions to the City.
- 4) The Shea Group will provide full-size original mylars.

**Waterline Final Design Total Plan Sheets: Estimated 18-22 sheets**

**End of Scope of Work!**

(c:/projects/gig harbor/72<sup>nd</sup> street waterline/72<sup>nd</sup> street scope)

**The Shea Group - a Parametrix company**

**Project: 72nd Street Waterline Project**

**Client: City of Gig Harbor**

**File reference: Projects 244-2750-802 72nd Street Waterline Project**

Task No.	Design Tasks:	Principle	Project Manager	Project Engineer	Planner	Scientist III	Scientist II	Land Surveyor	2-person survey crew	Technician	Clerical	Total Hours
<b>Task 1 - Project Administration</b>												
1.1	Coordinate project design, prepare monthly progress reports and prepare monthly statements showing staff time and expenses.		10	8							12	30
1.2	Coordinate jurisdictional issues with City of Gig Harbor	0	4	4								8
	Subtotal Hours:	0	14	12	0	0	0	0	0	0	12	38
<b>Task 2 - Work Plan</b>												
2.1	Development of a work plan for the project to include schedule and key project milestones and design objectives.		2									2
	Subtotal Hours:	0	2	0	0	0	0	0	0	0	0	2
<b>Task 3 - Topographical Survey</b>												
3.1	Topographical Survey and field base map preparation			2				5	28	12		47
	Subtotal Hours:	0	0	2	0	0	0	5	28	12	0	47
<b>Task 4 - Preliminary Design (30% Plans)</b>												
4.1	<b>Base Mapping, data collection and materials review</b>											
4.1.1	Prepare design base map of 72nd Street and Skansie Ave at 1"=20' scale		1	2				4				7
4.1.2	Review as-built maps of water and sewer systems, storm drainage and roadways, and identify potential conflicts.			4						2		6
4.2	<b>Preliminary Waterline Design</b>											
4.2.1	Determine City waterline standards and design requirements. Obtain electronic standard water system details from the City			2								2
4.2.2	Prepare preliminary waterline design of 72nd Street from Wagner Way to Skansie Avenue, showing vertical grade, valve and hydrant locations. (1"=20' scale)		4	24						28		56
4.2.3	Prepare waterline detail sheets for all waterline apparatus per City guidelines.		1	2						4		7
4.3	<b>Preliminary Construction Cost</b>											
4.3.1	Prepare preliminary construction cost based on Preliminary Waterline Design.		2	4						2		8
4.4	<b>Environmental Services</b>											
4.4.1	Assist with Permit Documentation and provide assistance to the City for the completion and coordination of project permits. This work anticipates the City will prepare all the permitting necessary for the project.		2	2							2	6
	Subtotal Hours:	0	10	40	0	0	0	4	0	36	2	92



**EXHIBIT D-1  
Consultant Fee Determination**

**Task 5 - Waterline Design (60% PS&E)**

<b>5.1</b>	<b>Waterline Plans</b>											
5.1.1	Prepare waterline plan and profile sheets showing vertical gradients and existing grade elevations and locations of various underground utilities to identify possible conflicts. Plan sheets will include identification of new water service lines and new hydrant and valve locations, etc. (6 sheets, 1" = 20' scale)	2	40						32			74
5.1.2	Prepare preliminary erosion control and grading plans (3 sheets, 1" = 50' scale)	1	4						8			13
<b>5.70</b>	<b>Traffic Control</b>											0
5.7.1	Prepare preliminary traffic control plans and details for the work zone.	2	4						2			8
<b>5.80</b>	<b>60% Plan Review</b>											0
5.8.1	Submit 60% design plans to City for review.	1	2							2		5
5.8.2	Attend plan review meeting with City staff.	3	3									6
5.8.3	Revise drawings and provide written response to review comments.	1	4							4		9
<b>Subtotal Hours:</b>		<b>0</b>	<b>10</b>	<b>57</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>6</b>	<b>115</b>

**Task 6 - Final Design (90% & 100% Plans)**

<b>6.1</b>	<b>Final Design Drawings</b>											
6.1.1	Prepare cover sheet with vicinity map, index and signature blocks (1 sheet)			1					2			3
6.1.2	Prepare removal and utility relocation plan sheets (3 sheets)			2					2			4
6.1.3	Prepare final waterline plan and profile sheets (6 sheet)	1	8						16			25
6.1.4	Prepare waterline detail sheets for all waterline apparatus per City standards. (2 sheets)	1	2						4			7
6.1.6	Prepare erosion control plan and detail sheets (3 DBL plan sheets)	1	2						4			7
6.1.13	Prepare final traffic control plan (3 sheet)	1	2						4			7
<b>6.20</b>	<b>Contract Specifications &amp; Estimates</b>											0
6.2.1	Prepare special provisions and contract specifications in WSDOT format (Divisions 2-9)	1	2	16							16	35
6.2.2	Prepare Engineer's Estimate of Construction Costs	1	2	8					4			15
<b>6.30</b>	<b>Shea Group Quality Control and Final Project Delivery</b>			4								4
6.3.1	Conduct in-house plan review of final plans to check for constructability, plan consistency and contract provisions.	4	4	2						2		12
6.3.2	Submit final 90% plans to the City for review			1						2		3
6.3.3	Incorporate review comments and submit final complete drawings, specifications and estimates to the City for approval.	4	8						16	2		30
<b>Subtotal Hours:</b>		<b>6</b>	<b>16</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>22</b>	<b>152</b>

**EXHIBIT D-1  
Consultant Fee Determination**

<b>Total Hours Tasks 1-7:</b>	6	52	167	0	0	0	9	28	142	42	446
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**Consultant Fee Determination Summary Sheet**

<i>Discipline</i>	<i>Hours</i>	<i>Rate*</i>	<i>Amount</i>
Principle	6	\$50.00	\$300.00
Project Manager	52	\$40.00	\$2,080.00
Project Engineer	167	\$30.00	\$5,010.00
Planner	0	\$30.00	\$0.00
Scientist III	0	\$26.00	\$0.00
Scientist II	0	\$22.00	\$0.00
Land Surveyor	9	\$31.00	\$279.00
Survey Crew	28	\$44.00	\$1,232.00
Technician	142	\$19.00	\$2,698.00
Clerical	42	\$15.00	\$630.00
	<b>Total</b>		
	446		
<b>Direct Salary Cost (DSC) :</b>			\$12,229.00
<b>Overhead Cost (OH) :</b>			
(OH Rate) * (DSC)	185.00%	\$12,229.00	\$22,623.65
<b>Fixed Fee :</b>			
(Fixed Fee Rate) * (DSC+OH)	12.00%	\$34,852.65	\$4,182
	<b>Subtotal Costs :</b>		<b>\$39,034.97</b>
<b>Direct Non-Salary Costs :</b>			
		Reproduction Expenses:	\$200.00
		Miscellaneous Expenses:	\$300.00
	<b>Subtotal Non-Direct Salary Costs :</b>		<b>\$500.00</b>

\* Rates listed may not reflect actual billing rates of Shea Group employees. The rates are used for budgeting purposes. A billing rate schedule is attached showing direct labor for all Shea Group employees.

<b>Shea Group Total Fee Estimate:</b>	<b>\$39,534.97</b>
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*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 VODOPICH, AICP, COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: CONSULTANT SERVICES CONTRACT – FINAL DESIGN FOR**  
**FRANKLIN AND PRENTICE AVENUES PEDESTRIAN IMPROVEMENTS;**  
**BURNHAM DRIVE TO FENNIMORE STREET**  
**DATE: AUGUST 26, 2002**

### **INTRODUCTION/BACKGROUND**

A budgeted objective for 2002 included the final design and construction of pedestrian improvements on Franklin and Prentice Avenues from Burnham Drive to Fennimore Street. Consultant services are needed to perform the necessary final design for this project. The Shea Group was selected to perform the final design work based on their understanding of the project, past experience with the City of Gig Harbor, familiarity with the area, and extensive municipal roadway design experience. Based on these criteria, the Shea Group has been selected to perform the final roadway design.

The scope of services to be provided includes, but is not limited to the following:

- Provide project management, administration, and engineering supervision of the design,
- Provide a communications plan reflecting public comments,
- Provide final survey work and preparation of a base map,
- Provide preliminary and final drainage and roadway design, and
- Provide a final construction cost estimate.

Construction for this project has been delayed until the spring of 2003, budget permitting, in order to better control job site erosion issues associated with exposed shoulders and street subgrade.

### **POLICY CONSIDERATIONS**

The Shea Group 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 2002 budgeted allocation.

### **RECOMMENDATION**

I recommend that the Council authorize the execution of the Consultant Services Contract with The Shea Group for the preparation of final plans, specifications, and estimate in the amount not to exceed seventy nine thousand one-hundred seven one dollars and ninety nine cents (\$79,171.99).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
THE SHEA GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and The Shea Group, a Parametrix Company, a corporation organized under the laws of the State of Washington, located and doing business at 8830 Tallon Lane, Lacey, Washington 98516 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of Franklin/Prentice Avenue Improvements, 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 August 19, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit B-1 – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit B-1**.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy Nine Thousand One Hundred Seventy-One Dollars and ninety-nine cents (\$79,171.99) 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 B-1**, 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 D-1 Consultant Fee Determination**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B-1 or D-1** or bill at rates in excess of the hourly rates shown in **Exhibit D-1**; 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 B-1** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit B-1** shall be completed by June 31, 2003; 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 B-1**. 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 B-1** 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 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 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  
David R. Skinner, P.E.  
The Shea Group, a Parametrix Company  
8830 Tallon Lane  
Lacey, WA 98516  
(360) 459-3609

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: *David R. Skinner*  
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
David R. Skinner, P.E.  
The Shea Group, a Parametrix Company  
8830 Tallon Lane  
Lacey, WA 98516  
(360) 459-3609

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 \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ 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 (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 B-1  
Scope of Work  
Preliminary and Final Design**

**Project:** Franklin and Prentice Avenues Pedestrian Improvements; Burnham Drive to Fennimore Street

**Client:** City of Gig Harbor, Washington

**I. BACKGROUND**

The City of Gig Harbor anticipates the construction of pedestrian improvements along two streets within the North Harborview neighborhood of Gig Harbor along Prentice and Franklin Avenues. The improvements shall consist of overlying the existing roadway with 2-inches of asphalt concrete pavement, construction of cement concrete curb, gutter, and sidewalk with landscape strips where r/w width allows on at least one side of the street. The improvements also include upsizing sections of the existing 6-inch asbestos cement water main with a new 8-inch ductile iron for increased capacity. The Shea Group was retained by the City to provide preliminary and final design services for the proposed improvements.

**II. SCHEDULE**

This scope involves the preliminary and final design of the roadway and waterline improvement. Construction funding will be requested in the 2003 budget cycle after this phase has been completed. Phase 1 includes the development of plans, specifications, and estimate for the Prentice/Franklin Ave. Pedestrian Improvement project. The project is broken down into the following Phases:

Phase 1	Preliminary and Final Design	August 2002 – March 2003
Phase 2	Construction	April 2003 – June 2003

**III. PROJECT WORK TASKS AND DOCUMENTATION**

The Scope of Work for the project is divided into seven major parts or Work Tasks, which in turn include several sub-tasks. Documentation or deliverables will be provided to the City for the following Tasks and/or Sub-tasks.

***Task 1 Project Administration***

- 1.1 Coordinate sub-consultants, conduct conference calls with City, prepare monthly progress reports, and prepare monthly statements showing staff time and expenses for each progress billing period.
- 1.2 Coordinate jurisdictional issues with The City of Gig Harbor.

***Deliverables:***

- 1) Monthly invoices for work performed during the previous month.
- 2) Monthly progress reports accompanying the invoices.
- 3) Summary of meetings with the City.

**Task 2 Work Plan**

- 2.1 Develop a work plan to detail the project schedule and key project milestones and design objectives.

*Deliverables:*

- 4) Project Schedule.
- 5) One copy of the Work Plan.

**Task 3 Communications Plan**

The Communications Plan outlines the public involvement program for the Franklin/Prentice Avenue Pedestrian Improvements. The plan will include two public meetings/open houses to identify public comments on the proposed improvements. The comments will be screened and pertinent information gathered from the public meetings will be integrated into the final design.

3.1 Public Open House

The consultant will attend two public open houses to provide information regarding the proposed improvements and to solicit comments regarding the project.

**Task 4 Topographical Survey and Base Map**

- 4.1 Map/Survey the project area along Prentice Avenue from Burnham Drive to Fennimore Street.

*Assumptions:*

- The City will obtain all rights-of-entry for the survey work.
- The City will provide the existing electronic survey base map for Franklin Ave.
- The City will provide the right of way information along Prentice Ave.

**Task 5 Preliminary Design (30%)**

5.1 Base Mapping, data collection and materials review

- Prepare design base maps of the corridor using AutoCAD 2000 format. Maps will be prepared at 1"=20' (1/2 size sheets for review by City)
- Review all as-built maps of water and sewer systems, storm drainage, and identify those providing service to abutting properties.
- Review all as-built maps of overhead utility systems and service laterals to abutting properties.
- Attend 1 meeting with utility providers to review utility system requirements and coordinate relocation designs if required.
- Review ROW and parcel maps of the corridor and prepare base map showing all affected parcels. (City will coordinate acquisition of all temporary construction easements and confirm actual R/W of corridor).

*Deliverables:*

- 6) Base Map of Franklin and Prentice Avenues.

5.2 Preliminary Utility Systems Plan

- Meet with Public Works Staff to review existing water and sewer facilities and discuss plans for future upgrades.
- Prepare preliminary waterline upgrade line showing location of new 8"-diam. ductile iron waterline and service connections to the new main.

5.2 Preliminary Storm Drainage Analysis

- Collect available maps, reports, and data to assist in evaluating the stormwater options for the project.
- Determine the stormwater requirements (water quality and quantity) from the City's adopted stormwater manual. Identify options for conveyance and treatment to facilitate stormwater control.
- Prepare Preliminary Storm Drainage Report containing all applicable sections in accordance with City guidelines.

*Deliverables:*

- 7) Preliminary Storm Drainage Report

5.3 Preliminary Roadway Plans

- Prepare preliminary pedestrian improvement design of Franklin and Prentice Avenues, showing new curb and gutter and sidewalk locations, streetscape amenities and location of drainage facilities. (Prepare roadway plans at 1"=20' scale).
- Prepare preliminary driveway profiles showing vertical gradients and catch points of the fill and cut slopes into the existing road approaches along the project limits.

*Deliverables:*

- 8) Preliminary pedestrian improvement plans with preliminary driveway profiles.

5.4 Preliminary Construction Estimates

- Prepare preliminary construction cost estimate based on the preliminary plans.

*Deliverables:*

- 9) Preliminary construction cost estimate

## 5.6 Environmental Services

- Prepare and submit the permit applications and associated supporting documents for the project. Work will include the preparation of a SEPA adoption package, Grading and Storm Drainage Permit Application.

### *Deliverables:*

- 10) SEPA Adoption Package
- 11) Land Use Permit (grading) application
- 12) Storm Drainage Permit

### *Assumptions:*

- A SEPA Checklist will be prepared by the City with assistance by the Shea Group for this project. A determination of non-significance will be recorded for this project and no further environmental permits will be required.
- No wetlands, streams, or their buffers, or other critical areas including floodplains will be impacted by the pedestrian improvement project.
- No historic properties will be impacted by the project.
- A project location map and a typical roadway cross section produced under Task 5 will be used for documentation. Other maps, photographs, or other figures will not be needed for documentation.
- Federal and state permits (other than the construction NPDES permit) will not be required. The City will be responsible for all permit fees.
- One round of revisions per permit based on comments from the City prior to submittal is included. Permitting services extend through a determination of completion for each permit application and responding to one request from the Agency per permit for additional information or modification.

## ***Task 6 Roadway & Drainage Design (60% PS&E)***

Prepare plan and profile sheets showing proposed curb and gutter and sidewalk locations, storm water conveyance system, vertical gradients and catch points of fill and cut slopes and locations of proposed retaining walls, access to frontage roads, business lots, driveways, etc.

### 6.1 Roadway Plans

- Prepare roadway plan and profile sheets showing the vertical gradients and "catch" points of the fill and cut slopes at the roadside edges. Show locations of proposed retaining walls required to minimize property impacts, access to the frontage roads, business lots, driveways, etc. (7 sheets, 1" = 20' scale)
- Prepare preliminary erosion control plans and details (2 sheets @ 1" = 50' scale).



### 6.3 Water Main Design

- Prepare preliminary design plans for replacement of the existing 6" diameter waterline to an 8" diameter waterline on Franklin and Prentice. Prepare plan and profile sheets for waterline upgrade. (3 dbf plan sheets, DBL Plan, 1"=20' scale)
- Prepare detail sheet showing connection points to existing water main and laterals to abutting properties.

#### *Assumptions:*

- 1) The City is only replacing the existing 6" AC lines on Prentice Ave from Fuller to Fennimore and on Franklin from Burham to the existing 8" line east of Fuller.

### 6.4 Streetscape & Irrigation Design

- Prepare preliminary landscape and irrigation plans for the planter strip areas where sufficient right-of-way width allows placement. (3 sheet, DBL Plan, 1"=20' scale)
- Prepare landscape and irrigation detail sheets including plant species tables. (1 sheets)

### 6.5 Illumination

- Preliminary illumination design plans for future street lighting along Franklin and Prentice Avenue. (3 DBL plan sheets @ 1"= 20' scale).

### 6.8 60% Plan Review

- Submit 60% design plans to City for review.
- Attend plan review meeting with City staff to review comments.
- Revise drawings and provide written response to review comments.

#### *Assumptions:*

- 1) The Shea Group will submit one (1) half-size (11x17) original set of 60% design plans to the City. The City will make additional copies as necessary to distribute to staff.

## ***Task 7 Final Design (90% & 100% PS&E)***

### 7.1 Final Design Drawings

Based on the 60% plan submittal and City review, The Shea Group will prepare the final contract plans for the Prentice and Franklin Avenue Pedestrian Improvements.

- Prepare cover sheet (1 sheet)
- Prepare vicinity map and legend sheet including index and signature blocks. (1 sheet)
- Prepare removal and utility relocation plan sheets. (3 sheets)
- Develop Summary of Quantities, Quantity Tabulations, and Structure Note sheets (3 sheets)
- Prepare roadway section details for Franklin and Prentice Avenues. (2 sheets)
- Prepare final roadway plan/profile sheets for Franklin and Prentice Avenues showing the limits of the ACP overlay. (7 sheets)

- Prepare final driveway profile sheets including details for matching into existing road approaches. (4 sheets)
- Prepare storm drainage detail sheets (2)
- Prepare erosion control plan and detail sheets. (3 DBL plan sheets)
- Prepare final landscape and irrigation plans for the planter strips. (3 sheets)
- Prepare landscape and irrigation design detail sheets. (1 sheet)
- Prepare final illumination design plans and detail sheets of future street lighting along Franklin and Prentice Avenues. (3 sheets)
- Prepare miscellaneous notes and detail sheets. (2 sheets)
- Prepare final waterline plans for improvements to existing undersized lines. (3 DBL plan sheets)
- Prepare waterline detail sheet (1 sheet)

## 7.2 Contract Specifications & Estimates

- Prepare special provisions and contract specifications in WSDOT format (Divisions 2-9). Division 1 specifications and the final contract package will be prepared by the City of Gig Harbor.
- Prepare Engineer's Estimate of Construction Costs, using City of Gig Harbor bid items.

### *Assumptions:*

- 1) The City will assemble the bid package and will insert the appropriate wage rate forms, bid documents and standard contract forms.

## 7.3 Shea Group Quality Control and Final Project Delivery

- Conduct in-house plan review of final plans to check for construct-ability, plan consistency and contract provisions.
- Submit final 90% plans to the City for review.
- Incorporate review comments and submit final complete drawings, specifications and estimates to the City for approval.

### *Assumptions:*

- 1) The Shea Group will submit one (1) half-size (11x17) original set of 90% design plans, one (1) set of special provisions and one copy of the Engineer's Construction estimate to the City. The City will make additional copies as necessary to distribute to staff.
- 2) The Shea Group will submit one (1) half-size (11x17) original set of 100% design plans to the City. The City will make all copies for bidding purposes.
- 3) The Shea Group will provide an electronic file of the design plans and special provisions to the City.
- 4) The Shea Group will provide full-size original mylars to the City.

**Pedestrian Improvement Final Design Total Plan Sheets: Estimated 35-40 sheets**

**End of Scope of Work!**

(k:\244-2750-804 Franklin / Prentice Ave scope)

The Shea Group - a Parametrix company

Project: Franklin and Prentice Pedestrian Improvements - Engineering Design Services

Client: City of Gig Harbor

File reference: Projects 244-2750-804 Franklin Prentice Street Improvements scope.xls

Task No.	Design Tasks:	Principle	Project Manager	Project Engineer	Planner	Landscape architect	Land Surveyor	2-person survey crew	Technician	Clerical	Total Hours
<b>Task 1 - Project Administration</b>											
1.1	Coordinate subconsultants, conduct conference calls with City, prepare monthly progress reports and prepare monthly statements showing staff time and expenses.		24	4						16	44
1.2	Coordinate jurisdictional issues with City of Gig Harbor		12	8							20
	Subtotal Hours:	0	36	12	0	0	0	0	0	16	64
<b>Task 2 - Work Plan</b>											
2.1	Development of a work plan for the project to include schedule and key project milestones and design objectives.		2	4							6
	Subtotal Hours:	0	2	4	0	0	0	0	0	0	6
<b>Task 3 - Communications Plan</b>											
3.1	Public Open Houses - Conduct two public open house meetings		8	8					2	4	22
3.2	Prepare minutes of the public open houses documenting all public comment.			4						4	8
3.3	Meeting with City staff to review public comment and revise design if required.		4	4							8
	Subtotal Hours:	0	12	16	0	0	0	0	2	8	38
<b>Task 4 - Topographical Survey</b>											
4.1	Topographical Survey and field base map preparation (City will acquire all right of entry from properties along the roadways required for the survey.)		2	4			4	32	16		58
	Subtotal Hours:	0	2	4	0	0	4	32	16	0	58
<b>Task 5 - Preliminary Design (30% Plans)</b>											
5.1	<b>Base Mapping, data collection and materials review</b>										
5.1.1	Prepare design base maps of Franklin and Prentice Street at 1"=20' scale		1	2			4		12		19
5.1.2	Review as-built maps of water and sewer systems, storm drainage, and identify those providing service to abutting properties.		1	2							3
5.1.3	Review all as-built maps of overhead utility systems and service laterals to abutting properties		1	2							3
5.1.4	Attend 1 meeting with utility providers to review utility system requirements and coordinate relocation design if required.		2	2					2	2	8
5.1.5	Review ROW and parcel maps and prepare base map showing all affected parcels. (City will coordinate acquisition of all temporary construction easements and confirm actual ROW of roadway).		1	4					2		7
5.2	<b>Preliminary Utility Systems Plan</b>										
5.2.1	Meet with Public Works staff to review existing water and sewer facilities and discuss plans for future upgrades.		2	2						1	

**EXHIBIT D-1  
Consultant Fee Determination**

**The Shea Group - a Parametrix company**

**Project: Franklin and Prentice Pedestrian Improvements - Engineering Design Services**

**Client: City of Gig Harbor**

**File reference: Projects 244-2750-804 Franklin Prentice Street Improvements scope.xls**

Task No.	Design Tasks:	Principle	Project Manager	Project Engineer	Planner	Landscape architect	Land Surveyor	2-person survey crew	Technician	Clerical	Total Hours
5.2.2	Prepare preliminary waterline upgrade plans showing location of new 8" diam. D.I. and service connections to new main.		4	16					16		36
<b>5.3 Preliminary Storm Drainage Analysis</b>											
5.3.1	Collect available maps, reports and data to assist in evaluating stormwater options.		1	2							3
5.3.2	Determine stormwater requirements from the City adopted stormwater manual. Identify options for conveyance and treatment to facilitate stormwater control.		1	4							5
5.3.3	Prepare preliminary storm drainage report containing all applicable sections in accordance with City guidelines.		1	8					6	2	17
<b>5.4 Preliminary Roadway Plans</b>											
5.4.1	Prepare preliminary pedestrian improvement design of Franklin and Prentice, showing new C&G and sidewalk locations, streetscape amenities and location of drainage facilities. (roadway plans at 1"=20' scale)		4	32		4			24		64
5.4.2	Prepare preliminary driveway profiles showing vertical gradients and catch points of the fill and cut slopes into the existing road approaches along the project limits..		4	16					12		32
<b>5.5 Preliminary Construction Cost</b>											
5.5.1	Prepare preliminary construction cost based on Preliminary Design.		2	8					8		18
<b>5.6 Environmental Services</b>											
5.6.2	Permit Documentation and coordination with various agencies Work will include the preparation of a SEPA Adoption Package, and Grading and Storm Drainage Permit Application. It is assumed that the City will complete the applications with assistance from the Shea Group.			1	4					2	7
Subtotal Hours:		0	25	101	4	4	4	0	82	7	227
<b>Task 6 - Roadway and Drainage Design (60% PS&amp;E)</b>											
<b>6.1 Roadway Plans</b>											
6.1.1	Prepare plan and profile sheets showing proposed C&G, sidewalk locations, storm water conveyance system, vertical gradients and catch points of fill and cut slopes and locations of proposed retaining walls, access to frontage roads, business lots, driveways, etc. (7 sheets, 1" = 20' scale)		2	24					16		42
6.1.2	Prepare preliminary erosion control plans and details (2 sheets, 1' = 50' scale)		1	2					2		5
<b>6.2 8" Water Main Design on Prentice and Franklin</b>											

The Shea Group - a Parametrix company

Project: Franklin and Prentice Pedestrian Improvements - Engineering Design Services

Client: City of Gig Harbor

File reference: Projects 244-2750-804 Franklin Prentice Street Improvements scope.xls

Task No.	Design Tasks:	Principle	Project Manager	Project Engineer	Planner	Landscape architect	Land Surveyor	2-person survey crew	Technician	Clerical	Total Hours
6.2.1	Prepare preliminary design plans for replacement of the existing 6" waterline to an 8" waterline on Franklin and Prentice. Prepare plan and profile sheets for waterline upgrade. (3 dbt sheets, 1" = 20' scale)	1	6	24					16		47
6.2.2	Prepare detail sheet showing connection points to existing water main and laterals to abutting properties. (1 sheet)		2	4					8		14
<b>6.3 Streetscape and Irrigation Design</b>											
6.3.1	Prepare landscape and irrigation design plans for landscape strips where sufficient right-of-way width allows. (3 DBL plan sheets @ 1" = 20' scale)		2	2		12			12		28
6.3.2	Prepare landscape and irrigation detail sheets. (1 sheets)					4			4		8
<b>6.4 Illumination</b>											
6.4.1	Prepare illumination design plans for future street lighting along Franklin and Prentice Avenues. (3 DBL plan sheets @ 1" = 20' scale)		2	4					4		10
<b>6.50 60% Plan Review</b>											
6.5.1	Submit 60% design plans to City for review.		1	2						2	5
6.5.2	Attend plan review meeting with City staff.		3	3							6
6.5.3	Revise drawings and provide written response to review comments.		1	4						4	9
Subtotal Hours:		1	20	69	0	16	0	0	62	6	174
<b>Task 7 - Final Design (90% &amp; 100% Plans)</b>											
<b>7.1 Final Design Drawings</b>											
7.1.1	Prepare cover sheet (1 sheet)								2		2
7.1.2	Prepare legend and vicinity map sheet including Index and signature blocks (1 sheet)								4		4
7.1.3	Prepare removal and utility relocation plan sheets (3 sheets)		1	2					8		11
7.1.4	Develop Summary of Quantities, Quantity Tabulations, and Structure Note Sheets (3 sheets)		2	6					12		20
7.1.5	Prepare roadway section details for Franklin and Prentice Avenue: (1 sheet)		1	2					8		11
7.1.6	Prepare final roadway plan/profile sheets for Franklin and Prentice Avenues (7 sheets)		1	8					12		21
7.1.7	Prepare final driveway profile sheets including details for matching into existing road approaches. (4 sheets)		1	16					24		41

**EXHIBIT D-1  
Consultant Fee Determination**

**The Shea Group - a Parametrix company**

**Project: Franklin and Prentice Pedestrian Improvements - Engineering Design Services**

**Client: City of Gig Harbor**

**File reference: Projects 244-2750-804 Franklin Prentice Street Improvments scope.xls**

Task No.	Design Tasks:	Principle	Project Manager	Project Engineer	Planner	Landscape architect	Land Surveyor	2-person survey crew	Technician	Clerical	Total Hours
7.1.8	Prepare storm water detail sheets for the new conveyance system (2 sheets)			2					2		4
7.1.9	Prepare erosion control plan and detail sheets (3 DBL plan sheets)		1	2					2		5
7.1.10	Prepare final landscape and irrigation design plans for planter strips (3 sheets)			4					16		20
7.1.11	Prepare landscape and irrigation design detail sheets (1 sheet)			2					8		10
7.1.12	Prepare final illumination plan and detail sheet for future street lighting installation along Franklin and Prentice. (3 sheet)		1	2					8		11
7.1.13	Prepare miscellaneous notes and detail sheets (1 sheet)			4					4		8
7.1.14	Prepare final waterline plans for improvements to existing undersized lines. (3 DBL sheets)			16					24		40
7.1.14	Prepare waterline detail sheet (1 sheet)			4					4		8
<b>7.20</b>	<b>Contract Specifications &amp; Estimates</b>										
7.2.1	Prepare special provisions and contract specifications in WSDOT format (Divisions 2-9)	1	4	24						16	45
7.2.2	Prepare Engineer's Estimate of Construction Costs	1	4	8					16	4	33
<b>7.30</b>	<b>Shea Group Quality Control and Final Project Delivery</b>										
7.3.1	Conduct in-house plan review of final plans to check for constructability, plan consistency and contract provisions.	4	4	8						2	18
7.3.2	Submit final 90% plans to the City for review			1						2	3
7.3.3	Incorporate review comments and submit final complete drawings, specifications and estimates to the City for approval.		2	8					16	8	34
<b>Subtotal Hours:</b>		<b>6</b>	<b>22</b>	<b>119</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>170</b>	<b>32</b>	<b>349</b>
<b>Total Hours Tasks 1-7:</b>		<b>7</b>	<b>119</b>	<b>325</b>	<b>4</b>	<b>20</b>	<b>8</b>	<b>32</b>	<b>332</b>	<b>69</b>	<b>916</b>

**EXHIBIT D-1**  
**Consultant Fee Determination**

The Shea Group - a Parametrix company

Project: *Franklin and Prentice Pedestrian Improvements - Engineering Design Services*

Client: *City of Glg Harbor*

File reference: *Projects 244-2750-804 Franklin Prentice Street Improvements scope.xls*

Task No.	Design Tasks:	Principle	Project Manager	Project Engineer	Planner	Landscape architect	Land Surveyor	2-person survey crew	Technician	Clerical	Total Hours
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**Consultant Fee Determination Summary Sheet**

Discipline	Hours	Rate*	Amount
Principle	7	\$50.00	\$350.00
Project Manager	119	\$38.00	\$4,522.00
Project Engineer	325	\$31.00	\$10,075.00
Planner	4	\$30.00	\$120.00
Landscape Architect	20	\$23.00	\$460.00
Land Surveyor	8	\$31.00	\$248.00
Survey Crew	32	\$44.00	\$1,408.00
Technician	332	\$19.00	\$6,308.00
Clerical	69	\$15.00	\$1,035.00
	<b>Total</b>		

**Direct Salary Cost (DSC) :** \$24,526.00

**Overhead Cost (OH) :**

(OH Rate) \* (DSC) 185.00% \$24,526.00 \$45,373.10

**Fixed Fee :**

(Fixed Fee Rate) \* (DSC+OH) 12.00% \$69,899.10 \$8,388

**Subtotal Costs :** \$78,286.99

**Direct Non-Salary Costs :**

Reproduction Expenses: 1 set of final full size mylars @ \$25/set, 200 half size plans @ \$1/sheet, 10 copies of various reports and memos @ \$3.50/each \$260.00

Miscellaneous Expenses: 600 miles @ \$0.365/mile, photographs @ \$.25/ea \$625.00

**Subconsultants** \$0.00

**Subtotal Non-Direct Salary Costs :** \$885.00

\* Rates listed may not reflect actual billing rates of Shea Group employees. The rates are used for budgeting purposes. A billing rate schedule is attached showing direct labor for all Shea Group employees.

**Shea Group Total Fee Estimate: \$79,171.99**



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: PHASE I ENVIRONMENTAL ASSESSMENT – SKANSIE PROPERTY**  
**DATE: AUGUST 21, 2002**

**INFORMATION/BACKGROUND**

Attached is a contract for a Phase I Environmental Assessment for the Skansie property. The contract amount is within budget and the contract is the city's standard consultant agreement with indemnification provisions crafted by the city attorney.

**RECOMMENDATION**

Staff recommends approval as presented.



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
SALTBUSH ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Saltbush Environmental Services, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 805 Pacific Avenue, Tacoma, Washington 98401 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the site assessment of 3207 Harborview Drive, 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 July 26, 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 One Thousand Nine Hundred Fifty Dollars and no/cents (\$1,950.00) 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.

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 December 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  
Dennis E. Salt, Principal  
Saltbush Environmental Services, Inc.  
805 Pacific Avenue  
Tacoma, Washington 98401  
(253) 383-1914

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.

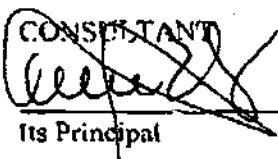
### XVIII. Modification

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 21 day of AUGUST, 2002

By:   
CONSULTANT  
Its Principal

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Dennis E. Salt, Principal  
Salzbush Environmental Services, Inc.  
805 Pacific Avenue  
Tacoma, Washington 98401  
(253) 383-1914

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 \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ 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 (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

Saltbush Environmental Services, Inc. will provide the following specific scope of services for the noted property. The methodology for conducting this report will be assisted by the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.<sup>1</sup> The elements of this study consist of evaluating findings from: 1) records review; 2) site reconnaissance by Saltbush Environmental Services, Inc. personnel; 3) interviews; and 4) a written report reflecting a synopsis of the information developed, copies of pertinent documents, and an opinion by Saltbush Environmental Services, Inc. with regard to any additional study requirements.

**1. Records Review:** The purpose of this is to review available records that will help identify recognized environmental conditions in connection with the property.

**A. Government Databases** will be researched for information that is publicly available from the following sources and approximate minimum search distances:

• Federal NPL site list	1.0 Mile	• Federal CERCLIS list	0.5 Mile
• Federal RCRA TSD facilities list	1.0 Mile	• Federal RCRA generators list	
	0.5 Mile		
• Federal ERNS list	Property only	• State hazardous waste sites	1.0 Mile
• State landfill and/or solid waste disposal site lists	0.5 Mile	• State leaking UST lists	0.5 Mile
• State registered UST lists	Property and adjoining properties		

**B. Physical Setting** will be determined by review of available:

- USGS 7.5-minute topographic maps
- Ground water maps
- Soil maps

**C. Historical Use Information** is researched to develop a history of the previous uses or occupancies of the property and surrounding area in order to identify those uses or occupancies that are likely to have led to recognized environmental conditions in connection with the property. Site and surrounding site use will be identified from the present to a minimum of 1940 using standard historical sources to include one or more of the following:

- Aerial photographs
- Fire insurance maps
- Property tax files
- Building department records
- Zoning/land use records
- Local street directories

**D. Historical Recorded Land Title Records** will be reviewed, if required, from the present to a minimum of fifty (50) years for the names of fee owners, leases, land contracts, easements, liens and other encumbrances on the property that may indicate the potential presence of contaminants.

**2. Site Reconnaissance:** The objective of the site reconnaissance is to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the property. The property and any structures will be observed visually and physically. An attempt will be made to determine the current and past uses of the property and adjoining

<sup>1</sup> ASTM Designation: E 1527 - 00. This practice is under the jurisdiction of ASTM Committee E-20 on Environmental Assessment and is the direct responsibility of Subcommittee E20.22 on Commercial Real Estate Transactions. Current edition approved May 10, 2000, and was published July 2000.

properties. A general description of the property, surrounding properties, roads, potable water supply, sewage disposal system and a description of the interior and exterior of any structures will be noted. The site will be inspected for the presence of the following:

- Hazardous substances
- Discolored or stained soils, blackened soils or ash
- Petroleum and petroleum products and derivatives, hydrocarbons
- Lagoons, ponds or surface impoundments
- Landfills, land disposal areas, open dumps or waste piles
- Underground and above ground storage tanks
- Construction debris, discarded drums, barrels or containers
- Equipment that may contain polychlorinated biphenyls (PCB's)
- Denuded or stressed vegetation
- Impact on the site from adjacent property

*Note: Should field observations indicate evidence of a possible release of hazardous materials at the site, or on an adjacent site, the client will be notified so that the scope of services, schedule and budget for the assessment may be modified, if necessary. No testing will be conducted without the clients expressed written consent. Additionally, there will be no sampling or testing without the client's expressed, written consent.*

**3. Interviews with Owners, Occupants and Government Officials:** The objectives of interviews are to obtain information indicating recognized environmental conditions in connection with the property. Interviews may be conducted with any of the following:

- Owner, occupants, site manager
- Local health agency
- Former occupants or owners
- Local hazardous waste authorities
- Neighboring property owners or occupants
- Local toxic cleanup program authorities
- Local fire department
- Persons interviewed in previous environmental studies

**4. Report:** A final report, consisting of one original and one copy, will be prepared containing observations relating to the apparent environmental condition of the site. The report will include a description of site conditions encountered, areas that may have been impacted, a summary of records/documents reviewed, analysis of collected data, the condition of the site and an opinion by Saltbush Environmental Services, Inc. with regard to additional data needs.



**Pierce County**  
**Assessor-Treasurer**

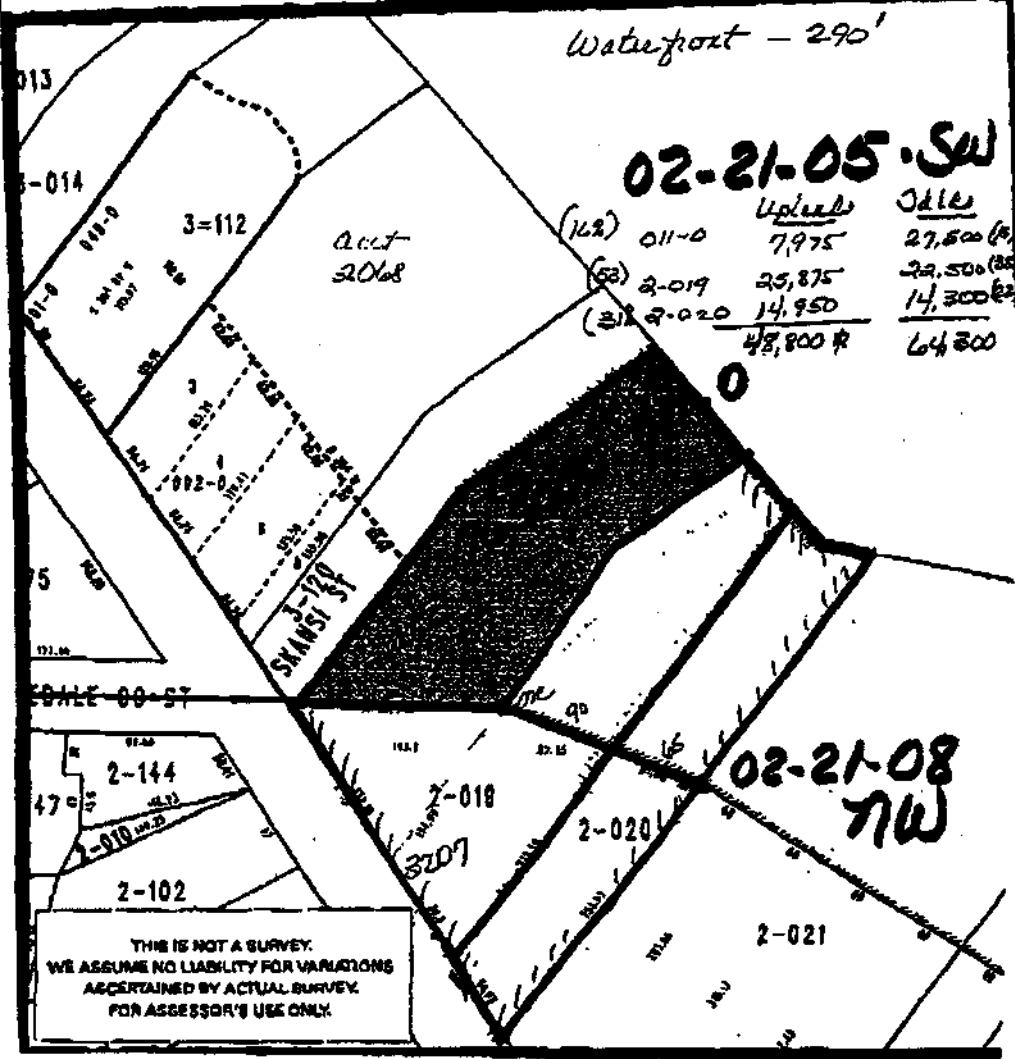
Office of the Assessor-Treasurer  
2401 South 35th St. Room 142  
Tacoma, Washington 98409-7488  
(253) 789-8111

TAX PARCEL: 7850000110

SITUS: HARBORVIEW DR  
USE CODE: VACANT LAND - RESIDENTIAL  
TAX PAYER: SKANSIE ANTOINE A & VINCENT  
LAND VALUE: 130500  
IMPROVEMENTS: 0  
TOTAL VALUE: 130500  
RTSD: 0221063



Map Scale  
0 50' 100'



ASSESSOR'S EXHIBIT



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

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

RECEIVED
JUL 24 2002
CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

DATE: 7/19/02

UBI: 602-191-517-001-0002

License: 084436 - 1J County: 27
Tradename: BROTHER JOHN'S WINE BAR & BISTRO
Loc Addr: 3026 HARBOR VIEW DR
GIG HARBOR WA 98335-1962

APPLICANTS:

SALUT! WINE BAR & BISTRO, INC.

Mail Addr: 4100 FOSTER ST #203
GIG HARBOR WA 98335-1173

PETERSON, JOHN W
1954-08-24 532-62-5301

Phone No.: 253-858-9094 JOHN W PETERSON

Privileges Applied For:
BEER/WINE REST - BEER/WINE
OFF PREMISES

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

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: RESOLUTION - REFERENDUM 51**  
**DATE: JUNE 5, 2002**

**INFORMATION/BACKGROUND**

Governor Locke and former Senator Slade Gorton are requesting Gig Harbor City Council support for Referendum 51. This referendum is the only current, viable option for vital regional and local transportation improvements because the Washington state legislature placed this lone option before local voters. While this referendum will not fix the majority of state-wide transportation needs, it will keep the state transportation system from completely falling down.

**RECOMMENDATION**

Staff recommends support of the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, IN SUPPORT OF REFERENDUM 51, A TRANSPORTATION FUNDING MEASURE TO HELP IMPROVE SAFETY DANGEROUS ROADS, HIGHWAYS AND BRIDGES AND IMPROVE TRAFFIC CONGESTION.**

---

**WHEREAS**, there are thousands of dangerous bridges, overpasses and roads throughout the state that need repair; and

**WHEREAS**, the state Department of Transportation identified 2,037 high accident locations where improvements are needed to save lives and 950 earthquake vulnerable bridges that need retrofitting; and

**WHEREAS**, cities and counties lack the funds to help fix dangerous intersections and to adequately maintain, preserve and improve city and county streets; and

**WHEREAS**, traffic gridlock costs the state \$2 billion every year, drains our economy, drives out businesses and forces rush hour drivers in one of the country's most congested areas, the Central Puget Sound, to waste \$1,065 and 82 hours every year; and

**WHEREAS**, R-51 will fund a high priority list of safety and traffic relief projects in every part of the state to help fix the most dangerous roads and bridges, relieve gridlock and improve public transportation; and

**WHEREAS**, R-51 will also provide additional funds to cities and counties to help repair and maintain local roads, improve street safety near our schools; and improve local bus service; and

**WHEREAS**, R-51 includes important checks and balances to track new revenues and the delivery of improvements from start to finish, including mandatory audits, constitutional protections and reports to taxpayers to ensure accountability; and

**WHEREAS**, R-51 will help make our roads, highways and bridges safer; reduce traffic congestion; improve our public transportation, rail and ferry systems; and enhance safety around our schools.

RESOLVED by the City Council this \_\_\_\_\_ day of August, 2002.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 8/13/02  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.



**RECEIVED**

JUL 30 2002

CITY OF GIG HARBOR

**SAFER ROADS  
TRAFFIC RELIEF  
ACCOUNTABILITY**

July 26, 2002

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

Dear City Administrator Hoppen:

We are writing to urge you to support Referendum 51, a November transportation funding measure to help improve safety on some of our state's most dangerous roads, highways and bridges and help improve traffic congestion. The state Department of Transportation has identified 2,037 "High Accident" highway locations where improvements are needed to save lives and hundreds of bridges in danger of significant damage in the next earthquake require retrofits. Referendum 51 concentrates on delivering results on the most pressing needs throughout the state.

Referendum 51 also will increase revenues for cities and counties to help improve transportation in communities throughout the entire state. Referendum 51 will earmark \$446 million to local governments to help cities and counties relieve traffic chokepoints and improve unsafe roads and streets. It is money that is absolutely critical to the safety and economic vitality of our communities, and that is why the *Association of Washington Cities* supports Referendum 51.

Specifically, R-51 calls for \$296 million for grant programs that will help fund improvements on congested city and county corridors; transportation capital investments in rural areas; traffic safety improvements near schools and freight mobility projects to enhance trade. It will also provide \$75 million to counties and \$75 million to cities throughout the state to help local governments fund road and street repair and maintenance.

In addition, R-51 will help fund high priority safety and traffic relief projects on our highways and bridges and as well as important public transit and rail improvements. Improving traffic conditions, mobility, and repairing unsafe streets will benefit everyone.

**TAXPAYERS FOR R-51**

P.O. BOX 21287 • SEATTLE, WA 98111 • TEL 206 352-8255 FAX 206 352-8133

Paid for by Taxpayers for R-51



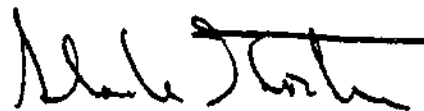
While R-51 will not solve all of our problems, it will help local governments and the state address some of our most pressing needs. Without it, the situation will only get worse and become more expensive to fix.

Please join us in supporting R-51 by adopting a resolution and lending your individual support. Thank you.

Sincerely,



Governor Gary Locke  
Co-Chair, Yes on R-51 Campaign



Former U.S. Senator Slade Gorton  
Co-Chair, Yes on R-51 Campaign



## SAFER ROADS TRAFFIC RELIEF ACCOUNTABILITY

### Referendum 51 At A Glance

#### Why Do We Need R-51?

**2,037 "High Accident" locations and 950 bridges need repair. And traffic congestion is taking too big a toll on our nerves, our pocketbooks and our economy.**

The state Department of Transportation identified 2,037 "High Accident" highway locations where improvements are needed to save lives. And 950 bridges in danger of significant damage in the next earthquake require retrofits. Throughout the state there are bridges, overpasses and roads that need work – from structurally compromised bridges to dangerous school crosswalks to potholed streets. Traffic congestion adds to the dangers, and the costs. Rush hour drivers in the Central Puget Sound, one of the country's most congested areas, waste \$1,605 and 82 hours sitting in traffic every year. The price tag statewide: \$2 billion a year. Gridlock drains the economy and drives business out. The most important step we can take to attract and keep employers in the state? The Washington Competitiveness Council says it's fixing our transportation system.

#### Will R-51 Solve All Our Transportation Problems?

**No. Referendum 51 focuses on the most urgent needs: Fixing dangerous roads and bridges. Relieving traffic chokepoints. Improving public transportation.**

No single measure can fix all our transportation problems. R-51 concentrates on delivering results on the most pressing needs. The new revenues will fund a high priority list of safety and traffic relief projects on our roads, bridges, rail and public transportation systems – IN EVERY PART OF THE STATE. It'll help fix the most dangerous locations and highest risk structures. It'll improve street safety near schools and help relieve some traffic.

#### What Will It Cost Me?

**If you drive 12,000 miles a year and get 24 miles per gallon, R-51's gas tax increase will cost you \$45 per year (less than \$4 a month).**

The transportation improvements will be financed through bonds and user taxes: a one-time 1% surcharge on vehicle purchases, weight fee increases for trucks over 10,000 lbs (excluding pickups and recreational vehicles) and a 9-cent per gallon gas tax increase phased in over two years.

#### How Can We Be Sure Revenues Will Be Used Properly And Produce Results?

**R-51 leaves nothing to chance. It's full of checks and balances to hold government accountable to taxpayers every step of the way.**

The referendum doesn't force us to rely on promises or trust. Instead it provides a specific list of transportation projects that will receive new revenues and then tracks both the revenues and the delivery of improvements from start to finish. New revenues must be deposited into transportation-only accounts. The state constitution further prohibits any gas tax revenues from being diverted to non-transportation uses. And R-51 requires mandatory quarterly audits for a full accounting of the revenues, progress on improvements and expected completion dates. All of that information must be reported to taxpayers.

#### The Bottom Line

**Sooner or later we'll have to pay higher taxes to improve our transportation system. The longer we wait, the more expensive, dangerous and congested it will get.**

Join the Washington State Patrol Troopers Association, Washington Council of Police and Sheriffs, Washington State Council of Fire Fighters, American Automobile Association Washington (AAA), Association of Washington Business, Washington State Labor Council, Parents, Public Transportation Advocates, Commuters and Taxpayers. **VOTE YES on R-51.**

#### TAXPAYERS FOR R-51

P.O. Box 21287 • SEATTLE, WA 98111 • TEL 206 352-8255 FAX 206 352-8133

Paid for by Taxpayers for R-51

R-51 revenues will help fund a high priority list of safety and traffic relief projects on our roads, bridges and public transportation systems in every part of the state. It will help fix the most dangerous roads and bridges, improve street safety near schools and relieve some traffic. Mandatory quarterly audits will be required and reported to taxpayers with a full accounting of how revenues are being used, the status of improvement projects and the expected dates of completion. Here is a partial list of R-51 projects:

#### CENTRAL PUGET SOUND

*Partial list of safety and traffic improvements:*

- Speed up replacement of the Alaskan Way Viaduct
- Fix traffic chokepoints on 405
- Reconstruct the 167 Interchange in Renton
- Speed up replacement of the 520 Bridge
- Amtrak Cascade track improvements and service upgrades for lines from Seattle to Portland, Vancouver BC, Everett and Bellingham
- Build a I-5/167 connector at Fife
- King St. Train Station improvements to increase service
- Add lane and new interchanges to SR 522 "killer highway" from Woodinville toward Monroe
- Build new park and ride lots
- Construct new lanes on Hwy. 9 near Snohomish
- Complete carpool lanes on I-5, Everett to Tacoma
- Improve Highway 16 from I-5 to Gig Harbor
- Complete the 509 connector to I-5 south of SEATAC
- Replace four 1927-era ferries/improve ferry terminals
- Improve local bus service

#### SW WASHINGTON / VANCOUVER AND VICINITY

*Partial list of safety and traffic improvements:*

- Improve safety and traffic on I-5 throughout Southwest Washington including Chehalis/Centralia and Vancouver from Salmon Creek to 205
- Amtrak Cascade high speed rail – track improvements and service upgrades for Portland-Seattle line
- Improve I-5/205 Interchange
- Widen Hwy. 14 along Camas-Washougal corridor
- Realign Swensen's Curve in Wahkiakum County
- New interchanges on 205 at Millplain and SR 500 at 112th and Gher Road
- Speed up replacement of two old bridges on I-5 over the Columbia River
- Freight track improvements at the Port of Kalama
- Improve local bus service
- Build new park and ride lots

#### BELLINGHAM NORTH

*Partial list of safety and traffic improvements:*

- Widen Highway 539 from Laural to Badger Road
- Widen Hwy. 542 along Sunset Drive and Orleans to Britton Road
- Construct new highway alignment on Hwy. 9 southwest of Sumas
- Add lanes on Hwy. 20 from Burlington to I-5
- Improve I-5/20 Interchange
- Improve border traffic flow on I-5 near Blaine
- Improve local bus service
- Amtrak Cascade track improvements and service upgrades for Bellingham-Seattle line

#### SPOKANE / EASTERN WASHINGTON

*Partial list of safety and traffic improvements:*

- Widen US-12 from Tri Cities toward Walla Walla
- I-90 east of Snoqualmie Pass – add truck climbing lanes / build avalanche barrier
- Widen I-90 – Argonne to Sullivan in Spokane Valley
- Build four-lane divided highway along 270 from Pullman to Idaho border
- Convert Highway 31 to an "All Weather Road" from Metaline Falls to the Canadian Border
- New I-90 truck climbing lanes in the Columbia Basin
- Complete nine freight mobility and safety improvement projects in Pasco, Kennewick, Colville, Walla Walla and Spokane counties
- Begin construction of the North-South Freeway in Spokane
- Build new park and ride lots
- Improve local bus service

#### CENTRAL WASHINGTON

*Partial list of safety and traffic improvements:*

- Add lanes / improve interchanges on Hwy. 24 from I-82 to Keys Road in Yakima
- Bridge replacement / widening of Hwy. 240 in Richland
- Speed up safety/traffic improvements on junction of Hwy. 28 and US 2 and 97 in East Wenatchee
- Add lanes on Hwy. 17 from I-90 to Grant County Airport
- Add new truck-climbing lane on I-90 near Vantage
- Widen lanes on I-90 east of Snoqualmie Pass
- Separate train traffic from pedestrian and downtown street traffic in Yakima
- Complete nine freight mobility and safety improvement projects in Yakima, Wenatchee, Oroville, Richland, Coulee City, Palouse and Benton and Whitman counties
- Local public transit service improvements
- Build new park and ride lots

#### OLYMPIC PENINSULA AND KITSAP COUNTY

*Partial list of safety and traffic improvements:*

- Replacement of the Purdy Creek Bridge on 101
- Add multiple passing lanes on Hwy. 101 near Blyn and Gardner
- Replace four 1927-era ferries/improve ferry terminals
- Add lanes and improve traffic flow on Highways 305 and 3 in Bremerton
- Fix traffic chokepoints on Highway 305 near Poulsbo
- Build new park and ride lots
- New highway connector between Highways 3 and 303 in Silverdale
- Local public transit service improvements



**SAFER ROADS  
TRAFFIC RELIEF  
ACCOUNTABILITY**

**Who Supports Referendum 51?**  
(as of 7/26/02)

**Campaign Co-Chairs**  
Governor Gary Locke  
Former U.S. Senator Slade Gorton

**Statewide and Regional  
Organizations**

Washington State Patrol Troopers  
Association  
Washington Council of Police & Sheriffs  
Washington State Council of Fire  
Fighters  
American Automobile Association  
Washington (AAA)  
Inland Automobile Association (AAA)  
League of Women Voters of Washington  
Amalgamated Transit Union Legislative  
Council  
\* Transportation Institute  
\* Institute of Transportation Engineers,  
Washington  
\* Washington School Administrators PAC  
Washington Association of Rail  
Passengers  
Association of Washington Cities  
Washington State Chapter of American  
Public Works Association  
Washington State Grange  
Association of Washington Business  
Washington State Labor Council  
Washington Roundtable  
Washington Economic Development  
Association

Structural Engineers Association of  
Washington  
Air Transport Association  
Washington Association of REALTORS  
Inland Boatmen's Union of the Pacific  
Washington State Building &  
Construction Trades Council  
Northwest Washington Central Labor  
Council  
\* Commercial Brokers Association  
Northeast Washington & Northern Idaho  
Building & Construction Trades Council  
Tulalip Tribes  
Architects & Engineers Legislative  
Council  
National Association of Industrial &  
Office Properties, Washington State  
Chapter  
AeA (formerly known as American  
Electronics Association)  
Washington State Auto Dealers  
Association  
American Institute of Architects,  
Washington Council  
Associated Builders & Contractors of  
Western Washington  
Washington Council on International  
Trade

**TAXPAYERS FOR R-51**

P.O. Box 21287 • SEATTLE, WA 98111 • TEL 206 352-8255 FAX 206 352-8133  
Paid for by Taxpayers for R-51

## **Statewide and Regional Organizations Cont'd**

Master Builders Association of King and Snohomish Counties

\* Society of Professional Engineering Employees in Aerospace (SPEEA)

WSA (Washington Software Alliance)

Washington Association of Convention and Visitors Bureaus

Mechanical Contractors Association of Western Washington

American Council of Engineering Companies of Washington

Asphalt Paving Association of Washington

\* Utility Contractors Association of Washington

Land Surveyors Association of Washington

Washington Refuse & Recycling Association

Washington Oil Marketers Association

Washington Federation of State Employees

Car and Truck Rental and Leasing Association

International Federation of Professional & Technical Engineers

International Association of Machinists & Aerospace Workers

Associated General Contractors of Washington

## **Local Organizations**

Spokane Fire Fighters Union, Local 29, IAFF

Metropolitan King County Council  
City of Bellevue

Snohomish County Cities and Towns  
City of Edmonds

\* City of Arlington

Snohomish County Committee For Improved Transportation (SCCIT)

Eastside Transportation Association

Port of Seattle

Port of Tacoma

\* Port of Vancouver

Economic Development Council of Seattle & King County

\* Columbia River Economic Development Council

Clark County High Tech Community Council

Spokane Regional Chamber of Commerce

Carpenters Union Local 1797 (Renton)

\* Carpenters Local 1707 (Longview)

American Society of Civil Engineers, Seattle Section

Laborers' International Union of North America, Local 348 (Pasco)

Laborers' International Union, Local 238 (Spokane)

Laborers' International Union, Local 901 (Mount Vernon)

Laborers' International Union, Local 335 (Vancouver)

Snohomish County Labor Council

Laborers International Union, Local 252 (Tacoma)

Bellevue Chamber of Commerce

Seattle Chamber of Commerce

Greater Marysville Tulalip Chamber of Commerce

International Association of Machinists and Aerospace Workers, Local 282 (Bremerton)

Aerospace Machinists Industrial District Lodge 751

Joint Council of Teamsters, Number 28 (Seattle)

## **Local Organizations Cont'd**

General Teamsters, Chauffeurs and Helpers, Local 378 (Olympia)

\* Teamsters Union Local 252 (Centralia)

\* General Teamsters Local, Number 378 (Olympia)

Communications Workers of America, Local 7800 (Seattle)

Carpet, Linoleum & Soft Tile Layers, Local 1238 (Renton)

International Union of Operating Engineers, Local 370 (Spokane)

International Union of Operating Engineers, Local 612 (Tacoma)

International Union of Operating Engineers, Local 302 (Bothel)

International Brotherhood of Electrical Workers, Local 73 (Spokane)

Boilermakers, Local 502 (Puyallup)

Downtown Seattle Association

Greater Vancouver Chamber of Commerce

Greater Renton Chamber of Commerce  
Bellevue Downtown Association

\* Economic Development Council of Snohomish County

International Brotherhood of Electrical Workers, Local 73 (Spokane)

International Brotherhood of Electrical Workers, Local 76 (Tacoma)

International Brotherhood of Electrical Workers, Local 970 (Longview)

International Brotherhood of Electrical Workers, Local 191 (Everett)

Piledrivers Local 2396 (Tacoma)

Street Pavers, Sewer, Watermain & Tunnel Workers, Local 440 (Seattle)

Heat & Frost Insulators & Asbestos Workers, Local 82 (Spokane)

Iron Workers, Local 14 (Spokane/Pasco)

Iron Workers, Local 86 (Tukwila)

Master Builders Association of Pierce County

Spokane Area Good Roads Association  
Laborers & Hodcarriers, Local 242 (Seattle)

Seattle/King County Building and Construction Trades Council

Longview/Kelso Building and Construction Trades Council

Olympic Peninsula Building & Construction Trades Council

Greater Redmond Chamber of Commerce

Tacoma-Pierce County Chamber of Commerce

Everett Area Chamber of Commerce

Kent Chamber of Commerce

Spokane Labor Council

United Brotherhood of Carpenters and Joiners of America, Local 131 (Seattle)

\* United Brotherhood of Carpenters, Local 1715

\* Seattle-King County Association of REALTORS

\* Kitsap County Association of REALTORS

Operative Plasterers' & Cement Masons' Local 72 (Spokane)

United Steelworkers of America, District 11 (Spokane)

Bakery, Confectionery, Tobacco Workers & Grain Millers International Union, Local 9 (Spokane)

Snohomish County-Camano Association of REALTORS

Woodinville Chamber of Commerce

Economic Development Board for Tacoma-Pierce County

Tri-City Area Chamber of Commerce

Identity Clark County

## Local Organizations Cont'd

Issaquah Chamber of Commerce  
Northshore Chamber of Commerce  
Seattle Hotel Association  
Deer Park Chamber of Commerce

## Individuals

\* State Senator, Sid Snyder, State Senate Majority Leader

State Senator James West, State Senate Republican Leader

State Representative Frank Chopp, Speaker of the House

State Senator Mary Margaret Haugen, Chair, Senate Transportation Committee

State Representative Ruth Fisher, Chair House Transportation Committee

State Senator Lisa Brown, 3<sup>rd</sup> Legislative District

State Senator Don Carlson, 49<sup>th</sup> Legislative District

State Senator Tracey Eide, 30<sup>th</sup> Legislative District

State Senator Bill Finkbeiner, 45<sup>th</sup> Legislative District

State Senator Rosa Franklin, 29<sup>th</sup> Legislative District

State Senator Georgia Gardner, 42<sup>nd</sup> Legislative District

State Senator Jim Horn, 41<sup>st</sup> Legislative District

State Senator Ken Jacobsen, 46<sup>th</sup> Legislative District

State Senator Jim Kastama, 25<sup>th</sup> Legislative District

State Senator Karen Keiser, 33<sup>rd</sup> Legislative District

State Senator Jeanne Kohl-Welles, 36<sup>th</sup> Legislative District

State Senator Jeanine H. Long, 44<sup>th</sup> Legislative District

State Senator Dan McDonald, 48<sup>th</sup> Legislative District

State Senator Bob Oke, 26<sup>th</sup> Legislative District

State Senator Erik Poulsen, 34<sup>th</sup> Legislative District

State Senator Margarita Prentice, 11<sup>th</sup> Legislative District

State Senator Debbie Regala, 27<sup>th</sup> Legislative District

State Senator Betti L. Sheldon, 23<sup>rd</sup> Legislative District

State Senator Harriet Spanel, 40<sup>th</sup> Legislative District

State Senator Dan Swecker, 20<sup>th</sup> Legislative District

State Senator Pat Thibaudeau, 43<sup>rd</sup> Legislative District

State Senator Shirley Winsley, 28<sup>th</sup> Legislative District

State Representative Jean Berkey, 38<sup>th</sup> Legislative District

State Representative Maralyn Chase, 32<sup>nd</sup> Legislative District

State Representative Eileen Cody, 11<sup>th</sup> Legislative District

State Representative Mike Cooper, 21<sup>st</sup> Legislative District

State Representative Mary Lou Dickerson, 36<sup>th</sup> Legislative District

State Representative Hans Dunshee, 39<sup>th</sup> Legislative District

State Representative Jeanne A. Edwards, 1<sup>st</sup> Legislative District

State Representative Jeff Gombosky, 3<sup>rd</sup> Legislative District

State Representative Brian Hatfield, 19<sup>th</sup> Legislative District

State Representative Sam Hunt, 22<sup>nd</sup> Legislative District

State Representative Fred Jarrett, 41<sup>st</sup> Legislative District

## Individuals Cont'd

State Representative Phyllis Gutierrez  
Kenney, 46<sup>th</sup> Legislative District

State Representative Patricia Lantz, 26  
Legislative District

State Representative John Lovick, 44<sup>th</sup>  
Legislative District

State Representative Joe McDermott,  
34<sup>th</sup> Legislative District

State Representative Jim McIntire, 46<sup>th</sup>  
Legislative District

State Representative Mark Miloscia, 30<sup>th</sup>  
Legislative District

State Representative Maryann Mitchell,  
30<sup>th</sup> Legislative District

State Representative Val Ogden, 49<sup>th</sup>  
Legislative District

State Representative Dave Quall, 40<sup>th</sup>  
Legislative District

State Representative Aaron Reardon,  
38<sup>th</sup> Legislative District

State Representative Phil Rockefeller,  
23<sup>rd</sup> Legislative District

State Representative Sandra Singery  
Romero, 22<sup>nd</sup> Legislative District

State Representative Laura Ruderman,  
45<sup>th</sup> Legislative District

State Representative Sharon Tomiko  
Santos, 37<sup>th</sup> Legislative District

State Representative Geoff Simpson, 47  
Legislative District

State Representative Helen Sommers,  
36<sup>th</sup> Legislative District

State Representative Dave Upthegrove,  
33<sup>rd</sup> Legislative District

David O. Earling, President, Edmonds  
City Council

Bob Drewel, Snohomish County  
Executive

Dave Gossett, Snohomish County  
Councilmember

Dwight Pelz, King County  
Councilmember

James Scharf, Everett Chief of Police

John Ladenburg, Pierce County  
Executive

Ron Sims, King County Executive

Jack Fabulich, President, Port of Tacoma

Richard Marzano, Tacoma

Barbara Skinner, Mayor, City of Sumner

Donald L. Doran Jr., Mayor, City of  
Mukilteo

Jeff Seibert, Councilmember, City of  
Marysville

Cathy Reese, President, Mukilteo City  
Council

Robert Kraski, Mayor, City of Arlington

Jeffrey S. Wilson, Councilmember, City  
of Edmonds

Richard L. Marin, Councilmember, City  
of Edmonds

Michael Plunkett, Councilmember, City  
of Edmonds

Deanna Dawson, Councilmember, City  
of Edmonds

Dick Taylor, Councilmember, City of  
Kenmore

Jack V. Crawford, Councilmember, City  
of Kenmore

Dave Enslow, Councilmember, City of  
Sumner

Kevin R. Phelps, Councilmember, City of  
Tacoma

Charles D. Mosher, Councilmember, City  
of Bellevue

Claudia Thomas, Councilmember, City of  
Lakewood

Bill LaBorde, Commissioner, Tacoma  
Planning Commission

\* New Additions

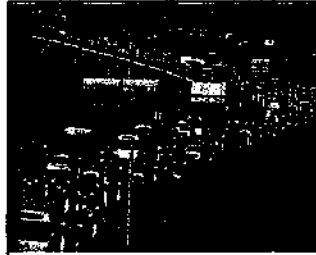


# An Overwhelmed Transportation System\*

- *Threatens competitiveness, jobs and future economic vitality*
- *Wastes time and money for people and business*
- *Diminishes quality of life and degrades the environment*



*For urban and suburban  
commuters.*



*For frustrated citizens  
across the state.*



*For manufacturers, growers,  
shippers and haulers.*

## \*And What to Do About It

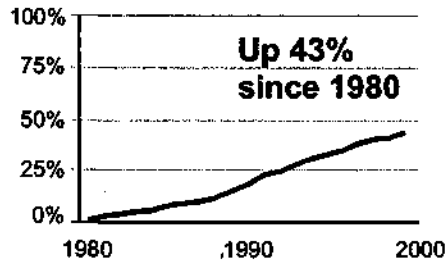
April 2002



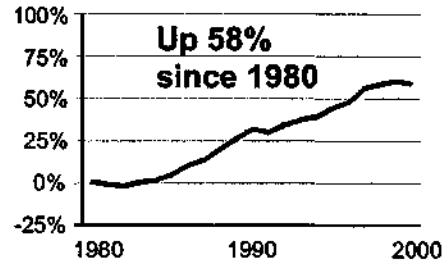
**Washington State  
Department of Transportation**

# Our state's transportation crisis should come as no surprise!

## Population is up...

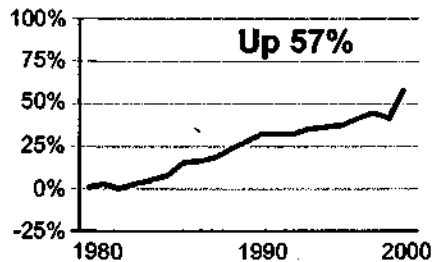


## Jobs are up...

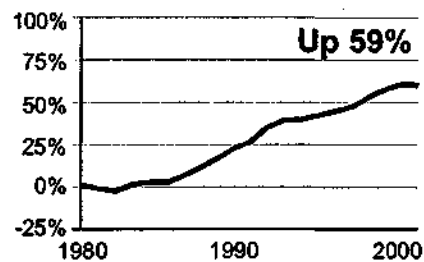


## ...and as a result:

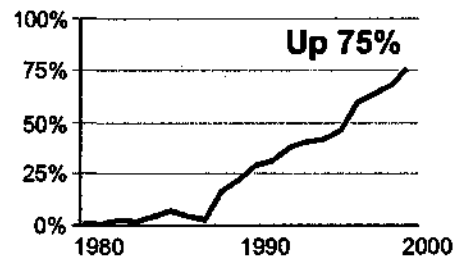
## Vehicle registrations are up



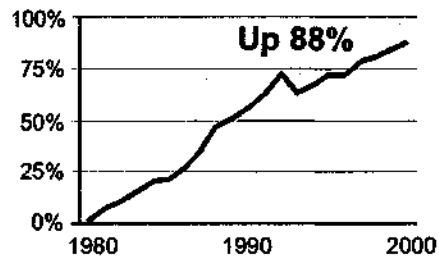
## Ferry passengers are up



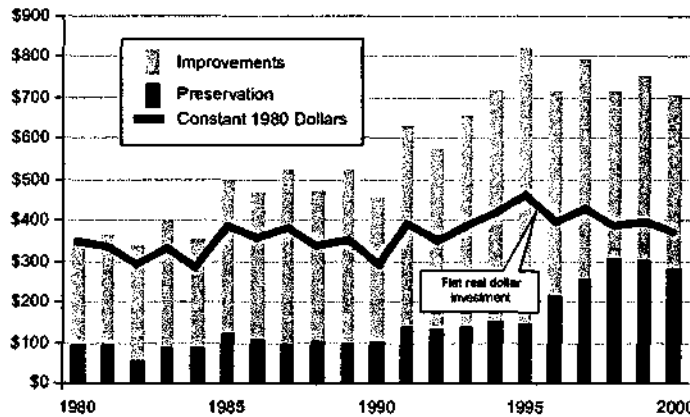
## Transit and vanpool riders are up



## Vehicle miles are up

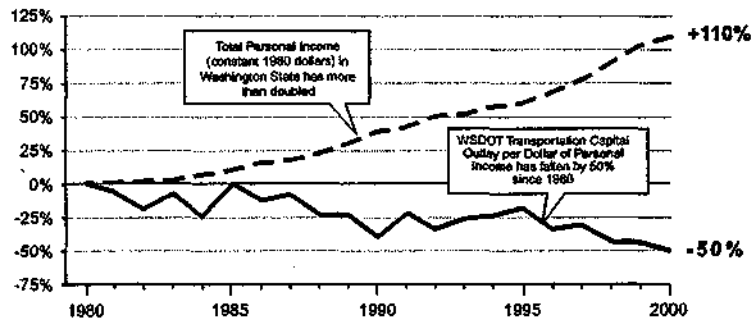


**But the state's capital investment in transportation infrastructure has not kept pace with demand.**



**In fact, annual levels of transportation investment have fallen sharply in relation to state total personal income, even as real dollar income has more than doubled.**

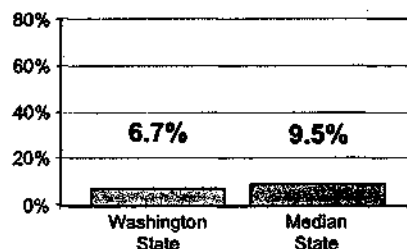
Transportation Capital Investment Per Dollar of Personal Income



Sources: Capital Outlay/Expenditures by Washington State Department of Transportation, based on available data, WSDOT, 2001.

**For 1992-1998, highway spending in the state budget totaled only 6.7% of direct state spending – fortieth among the states.**

Percentage of Direct State Spending for Highway Expenditures: 1992 - 1999

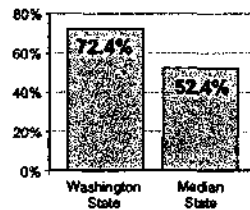


Source: U.S. Department of Commerce, Bureau of the Census, State and Local Government Finances by Level of Government and State, 1992-1999.

# What about the state gas tax?

In 1999, Washington's reliance on gas tax and user taxes to fund highway programs was almost forty percent higher than the national median – second among the states.

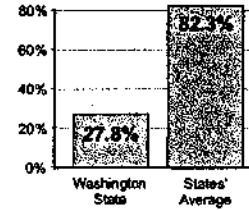
Dependence on State Highway User Fees for Highway Expenditures: 1999



Source: U.S. Department of Transportation, Federal Highway Administration, Highway Statistics 1999, Revenues Used by States for Highways - 1999.

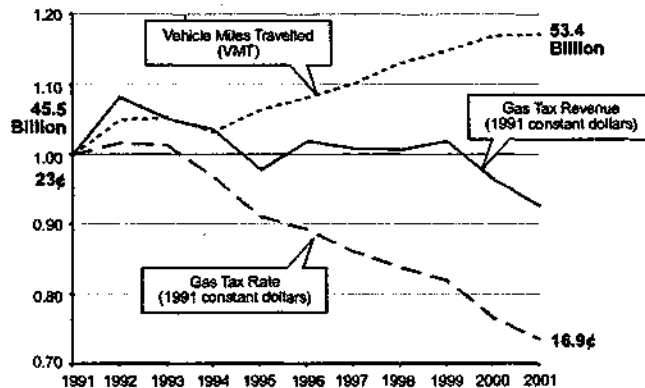
Yet, Washington, since 1984, has raised its gas tax by a smaller percentage than forty-four of the other states.

Percentage Increase in State Gas Tax: 1984 - 1999



Source: U.S. Department of Transportation, Federal Highway Administration, Highway Statistics 1999, State Tax Rates on Motor Fuel 1984-1999.

## Real dollar shrinkage of Washington State gas tax receipts

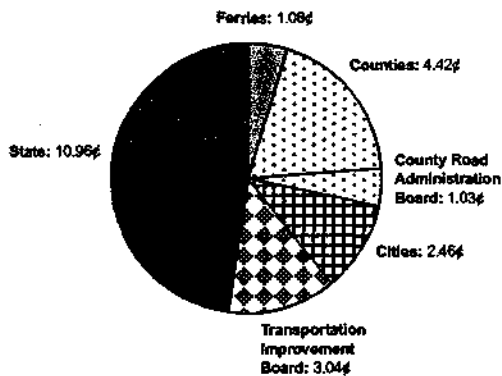


Gas tax revenues and the gas tax rate were converted to 1991 constant dollars using the Federal Highway Administration's composite cost index for federal aid highway construction.

Total cost of driving in Washington State is about 60¢ a mile.

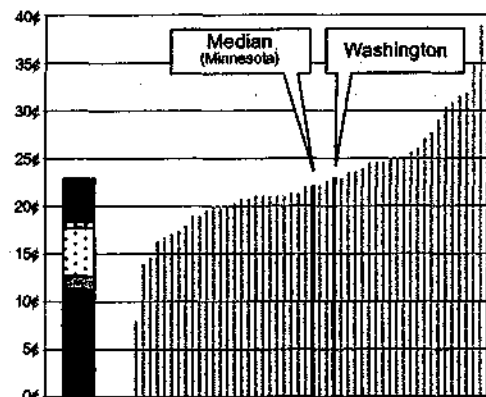
Of that, less than 2¢ per mile contribute to highway costs (based upon a 23¢ per gallon tax).

Only 12¢ of the gas tax goes to state programs. Every penny of the entire tax goes to highway purposes.



Washington's gas tax ranks 23rd among the states at 23¢ per gallon. The median gas tax (Minnesota) is 22.09¢ per gallon.

Combined State and Local Fuel Tax Rates, June 30, 2001

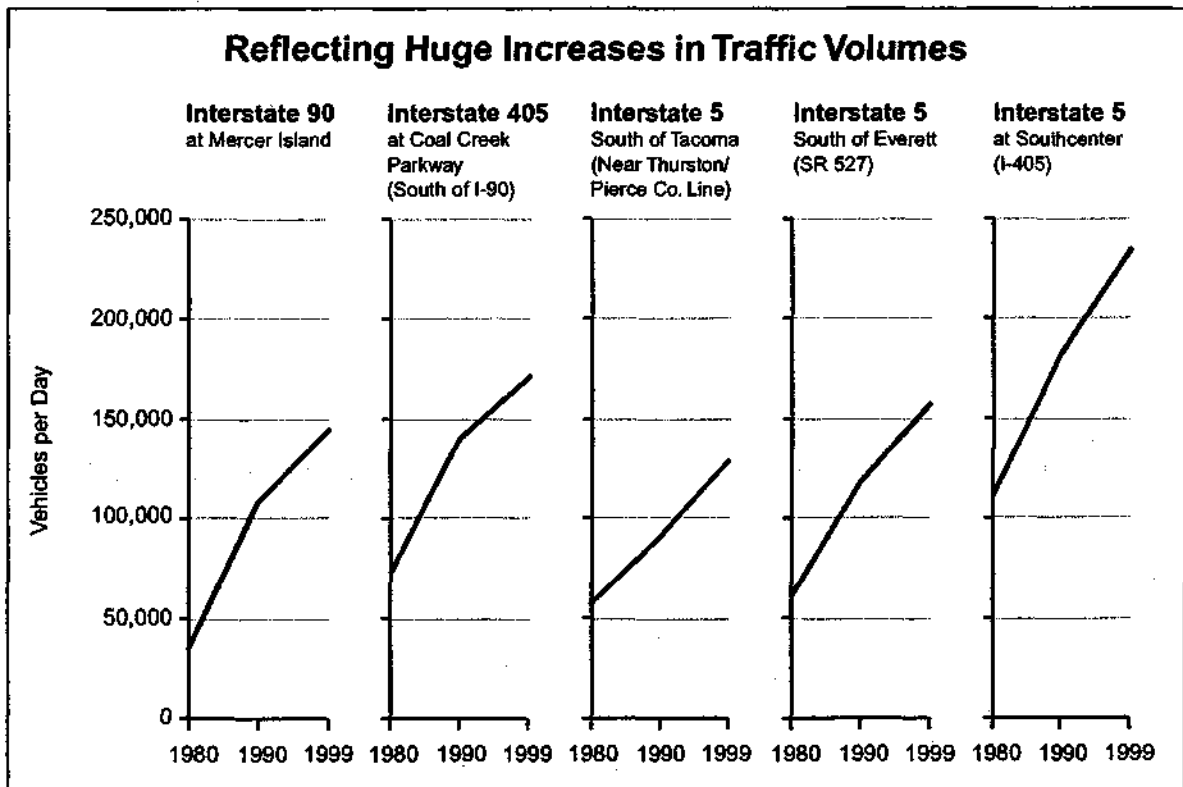
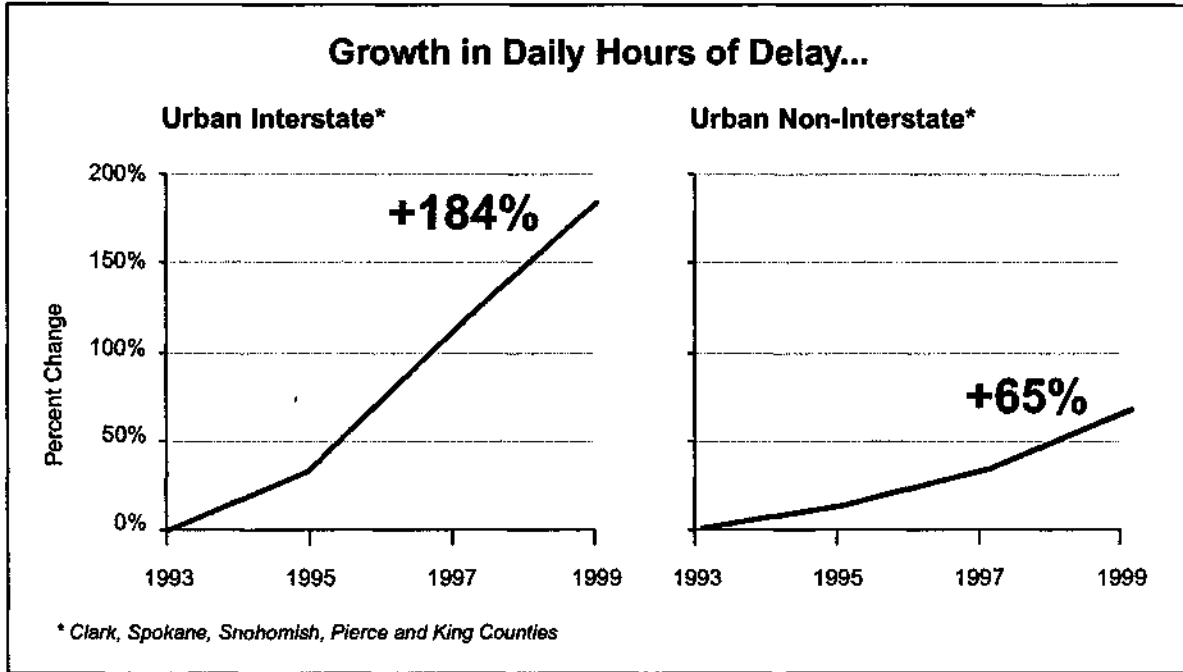


Source: U.S. Department of Transportation, Federal Highway Administration, Highway Statistics 1999, State Tax Rates on Motor Fuel 1994-1999.

## **The moment for renewed commitment in transportation investment is at hand:**

- **Unaddressed highway chokepoints and bottlenecks.**
- **Unbuilt safety improvements.**
- **Backlogged capacity expansion projects.**
- **Aging interstate pavements.**
- **Overdue bus and rail transit improvements.**
- **Earthquake-vulnerable bridges.**
- **Outdated ferries and obsolete terminals.**
- **Unmet environmental remediation needs.**

# With predictable consequences of delay, congestion and tie-ups for users



## **Shippers' delays raise the cost of moving goods and inventories:**

- **Growers' meet delays in shipping to ports that threaten international price competitiveness.**
- **Manufacturers encounter expensive delays in scheduling parts deliveries.**
- **Merchants face higher delivery costs for inventories.**

## **Motorists' inconvenience translates into unproductive hours in traffic, wasted fuel costs and frustration at quality-of-life losses:**

- **Second highest traffic delays in the nation.**
- **Fuel waste and air pollution from stalled traffic.**
- **Unpredictable travel times to work, doctors' appointments, and recreation.**
- **Lessened appeal for tourist and visitor attractions.**

## **This is a statewide problem:**

- **Central Puget Sound is in everyone's focus.**
- **Clark County transportation needs are fueled by rapid growth in-state.**
- **Western Snohomish County is in transportation crisis.**
- **Spokane freeway improvements are urgently required.**
- **Safety and maintenance of rural roads concern everyone.**
- **Freight and passenger rail needs are critical to the state's economy.**
- **I-90 Idaho to ports is a transportation priority.**
- **And on and on around the state, in every transportation mode.**



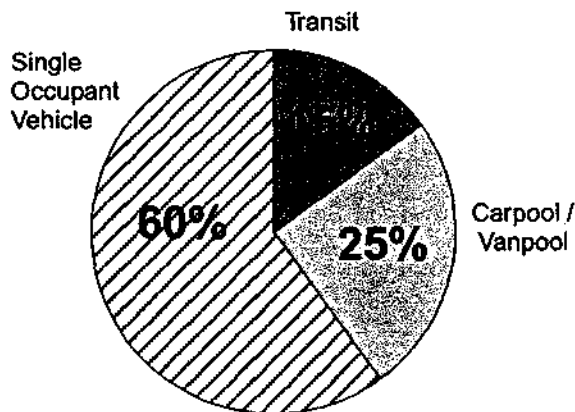
# What is to be done?

# 1. Better use of existing infrastructure

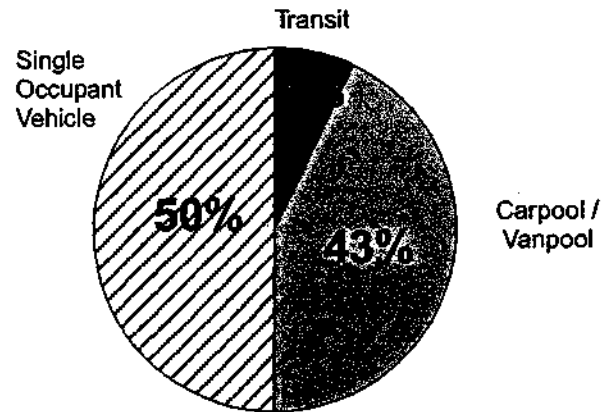
## *Use all the transportation modes*



**Southbound Interstate 5  
Morning Peak at Northgate**



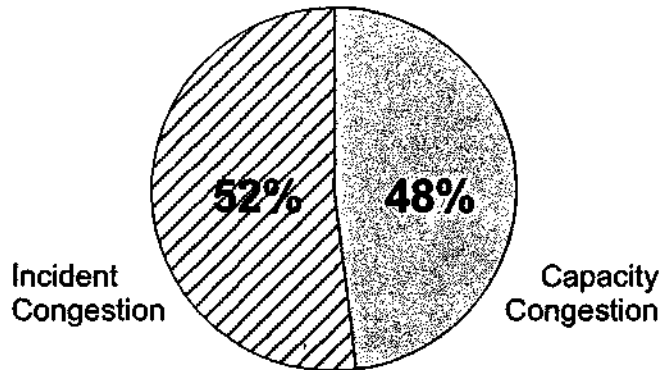
**Interstate 405  
Morning Peak at Newcastle**



***All modes contribute to transportation efficiency at peak hours.***

## Clear Highway Incidents More Quickly

More than half of Puget Sound area congestion is from roadway incidents:

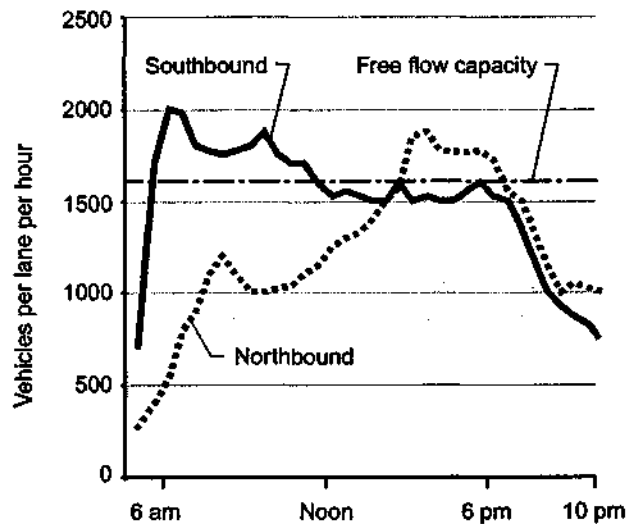


### Capacity loss from a blocking incident on a three-lane highway:

	Subtract from Capacity
Accident pushed to the shoulder	17%
Accident blocking one-lane	51%
Accident blocking two-lanes	85%

## Shift Demand from Capacity-Choked Peak Periods

Typical Traffic on I-5 – North Seattle



## 2. More rehabilitation and renewal of existing infrastructure

### Pavements

- Continue lowest life cycle cost rehabilitation of all pavements, including difficult, inconvenient rehabilitation of deteriorating concrete pavement on interstates.

### Bridges

- Seismic upgrade for 40 bridges. Foundation improvements for 41 bridges to protect against pier scour (fiscal year 2001- 2003).

### Rural railroads

- Upgrade 450+ miles of rail serving rural communities to permit modern, heavier freight cars.

### Ferry terminals

- Modernize terminals to serve today's travelers' needs.

### **WSDOT Environmental Policy Statement**

*The Department shall conduct all its affairs in accordance with the dictates of sound environmental protection practices, including pollution prevention wherever reasonably possible. The Department shall also avoid, minimize and appropriately mitigate adverse environmental impacts. These undertakings extend to the construction, maintenance and operation of its systems and facilities.*

*September 26, 2001*

# **We cannot stand still while job-hungry competitors move forward**

*For example:*

## **Illinois**

- Five-year \$8+ billion transportation improvement plan for highways, roads, transit, etc.
- Road, rail, bridges, transit improvements funded by increased fees, capture of transportation revenues previously used elsewhere, and increased pursuit of federal funds.

## **Colorado**

- \$1.6 billion transportation expansion corridor along Interstate 25 and Interstate 225.
- New highways, bridges, light rail, new stations, new drainage systems, pedestrian and bicycle facilities.

**Other states know that jobs, incomes, and a strong tax base are the dividends of a strong transportation system!**



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: RESOLUTION HONORING 9-11 VICTIMS**  
**DATE: AUGUST 21, 2002**

**INFORMATION/BACKGROUND**

Attached is a Resolution forwarded from the Pierce County Executive, asking local jurisdictions to adopt a form of the resolution in honor of the victims of the terrorist attacks that occurred on September 11, 2001. The resolution encourages citizen participation in a day-long event to remember those lost, and to celebrate a commitment to a better world.

**RECOMMENDATION**

Staff recommends adoption of the attached Resolution.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF GIG HARBOR,  
WASHINGTON, HONORING THE VICTIMS OF THE  
TERRORIST ATTACKS THAT OCCURRED ON SEPTEMBER  
11, 2001.**

---

**WHEREAS**, the City of Gig Harbor, will sponsor along with other community institutions, 9-11: A Day of Memory, Hope and Action, to honor the victims of the terrorist attacks on the World Trade Center, the Pentagon, and the airline crash in Pennsylvania, on the first anniversary of those events; and

**WHEREAS**, All the residents of Gig Harbor are invited to a special county-wide program at Cheney Stadium, Wednesday, on the evening of September 11<sup>th</sup>, to remember those lost and celebrate the commitment to a better world which their sacrifice has inspired; and

**WHEREAS**, Each resident of Gig Harbor is encouraged to participate in the day long event by engaging in "deliberate acts of kindness and compassion"; and

**WHEREAS**, Such acts could include planting a tree, giving blood, helping your neighbor, donating 10% of the day's salary to charity, or 10% of the day's time to charitable activities or choose from a number of other suggestions by going on-line at [www.hopeinaction9-11.org](http://www.hopeinaction9-11.org); and

**WHEREAS**, It appears the most profound way to honor the victims of 9-11 is to create an enduring memory in their names of peace and compassion, which inspires a commitment in each of us to a better, more peaceful world;

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

**Section 1.** September 11 is declared to be 9.11: A Day of Memory, Hope and Action in memory and honor of the victims of September 11, 2001 in the City of Gig Harbor.

Section 2. The City of Gig Harbor joins Pierce County and other community institutions in this effort to recognize the 9.11: A Day of Memory Hope and Action, and to encourage its citizens to start now and engage in "deliberate acts of kindness and compassion".

Section 3. All citizens of the City of Gig Harbor are invited and encouraged to join the 9.11: A Day of Memory Hope and Action program.

PASSED ON THIS 26th day of August, 2002.

APPROVED:

---

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

---

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 8/21/02  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.





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: JUDSON STREET STORMWATER PROJECT, CSWP - 0134**  
**- BID AWARD**  
**DATE: AUGUST 26, 2002**

#### **INTRODUCTION/BACKGROUND**

A budgeted objective for this year in the city's stormwater operating fund is the construction of stormwater improvements from Stanich Avenue through Judson Street to Pioneer Way. This improvement project will correct overflow conditions that exist during heavy storm events.

In response to an advertisement for bids, two bid proposals were received as summarized below:

1	PIVETTA BROTHERS CONSTRUCTION, INC.	\$241,674.00
2	HARLOW CONSTRUCTION COMPANY, INC.	\$302,105.00

The lowest responsive bid proposal received was from Pivetta Brothers Construction, Inc., in the amount of two hundred forty-one thousand six hundred seventy-four dollars and zero cents (\$241,674.00). This project is a public street improvement and the city will not pay State of Washington sales tax for storm and road improvements. Any state sales tax required is included in the unit bid prices.

#### **ISSUES/FISCAL IMPACT**

The low bid exceeds the 2002 budgeted amount of \$200,000.00 by \$54,906.00. This project was identified as an objective in the 2001 Stormwater Fund and was carried over into the 2002 Stormwater Operating Fund. Sufficient funds are available to fund this project without adjustment to the budget.

#### **RECOMMENDATION**

I recommend that the Council authorize the award and execution of the contract for the Judson Street Stormwater Improvements (CSWP-0134) to Pivetta Brothers Construction, Inc., as the lowest responsible bidder, for their bid proposal amount of two hundred forty-one thousand six hundred seventy-four dollars and no cents (\$241,674.00).



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: HAINES/RENCZKOWSKI SEWER REQUEST**  
**DATE: AUGUST 20, 2002**

**INFORMATION/BACKGROUND**

Mr. Haines and Ms. Renczkowski are requesting the outside extension of city sewer to their parcel across the street from the City Park at the intersection of Vernhardsen and Randall. One residential sewer connection is requested for a house. The property is already contracted for city water service. City sewer is immediately available to the property on either Randall or 96<sup>th</sup> Street/Vernhardsen.

**POLICY CONSIDERATIONS**

The property is within the city's UGA and within an R-1 pre-annexation zoning area.

**FISCAL CONSIDERATIONS**

The current sewer connection fee for one ERU (\$3390) plus special charges is \$3577.50.

**RECOMMENDATION**

Staff recommends approval of the contract as presented.

UTILITY EXTENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2002, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Ken Haines and LeAnne Renczkowski, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

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

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Vernhardsen St. at the following location:

3202 96<sup>th</sup> St. NW  
see Exhibit 'A'

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 1 ERU per day average flow; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must

first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on August 25, 2003, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 500. to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee	
Three years	Fifteen percent	(15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. As built plans or drawings in a form acceptable to the City Public Works Department;

- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. **Land Use.** The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: R-1
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

12. **Liens.** The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW

35.21.300, all as currently enacted or hereafter amended.

13. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

14. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefitted by the following improvements (specify):

*none*

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

15. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

16. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

17. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

18. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF GIG HARBOR

---

Mayor Gretchen Wilbert

OWNER *KMH*  
*LRR*

---

Name:

Title:

ATTEST/AUTHENTICATED:

---

City Clerk, Molly Towslee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature

\_\_\_\_\_  
NOTARY PUBLIC 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 persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at

\_\_\_\_\_  
My commission expires: \_\_\_\_\_



EXHIBIT 'A'

PARCEL NO. 02 21 05 6 030

LOT 2, PIERCE COUNTY SHORT PLAT NO. 8608250105,  
RECORDED AUGUST 25, 1986, GIG HARBOR, WASHINGTON

**Map Themes**

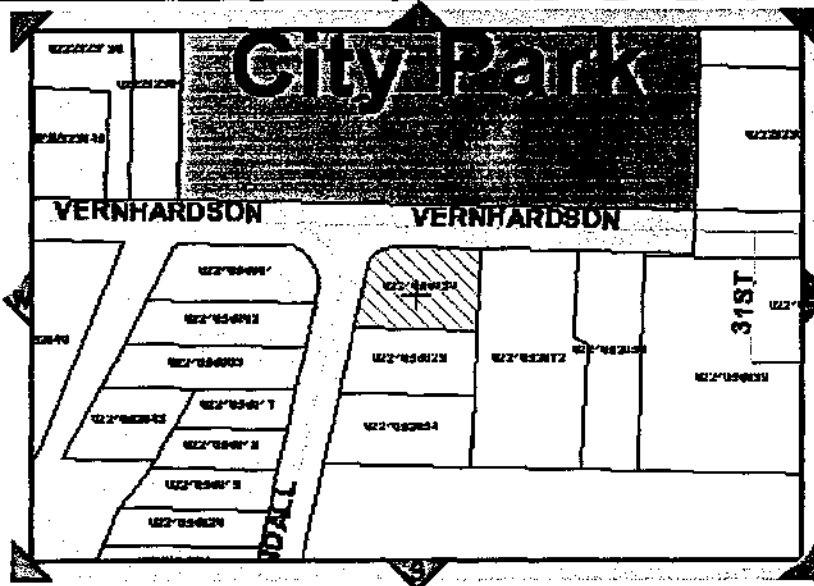
Step 1: Check boxes:

Step 2: Click

● Neighborhood

- Points of Interest
- County Facilities
- Polling Precincts
- Recycling Centers
- Schools
- Colleges
- Hospitals
- Fire Station HQ
- Businesses
- Bike Routes
- Streets
- Sewer Lines
- Major Highways
- Major Rivers
- Ruston Asarco Remediation Zones
- Firearms Restricted Areas
- Parks
- Property
- Subdivisions
- Water Purveyors
- District Courts
- Patrol Reporting Blocks
- Fire Districts
- School Districts
- Zoning Labels
- Zoning
- Cities
  - Cities
  - Pierce County

● City

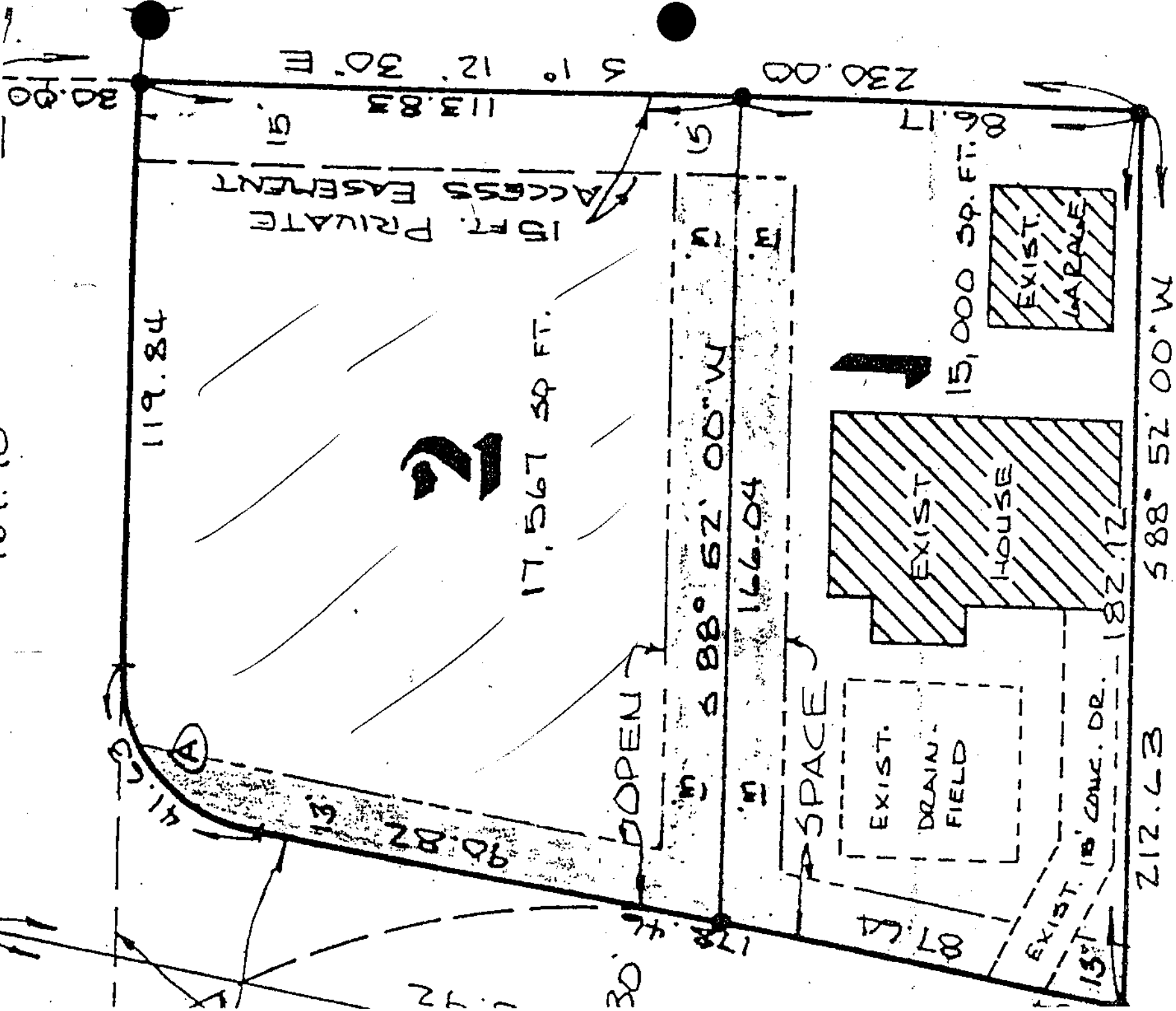


**Tax Parcels Report**

Identify results for Tax Parcels.

Tax Parcel	Acres	Land Value	Improvement Value	Land Use	More Information	More Information
0221056030	0.4	28700	0	VACANT LAND - RESIDENTIAL.	<a href="#">Click here for owner name and other Assessor-Treasurer information.</a>	<a href="#">Click here for Auditor recorded document!</a>





OPEN SPACE



City of Gig Harbor. The "Maritime City"

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 0221056030, Date 8/20/02

Applicant Ken Haines & LEANNE RENZKOWSKI, Phone # (360) 674 2511

Mailing Address 4729 State Hwy #3 SW Port Orchard 98367

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 3202 96th St NW (Randall Dr)

Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_

Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_

Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:** *Water paid previously*

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1.0	\$3,740.00	\$5,610.00	\$486.00	\$
1"	1.67	\$6,250.00	\$9,375.00	\$567.00	\$
1-1/2"	3.33	\$12,450.00	\$18,675.00	(2) \$1,130.00	\$
2"	5.33	\$19,930.00	\$29,895.00	(2) \$1,800.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

**IMPACT FEES & OTHER CHARGES:**

Street Boring (2)	\$ 16.20 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
<b>Park Impact Fees</b>	<b>Residential @</b>	<b>\$1,500.00</b>	<b>\$</b>
<b>Transportation Impact Fees</b>	<b>Residential @</b>	<b>\$ 517.30</b>	<b>\$</b>
	<b>Commercial/Multi - @</b>	<b>\$</b>	<b>\$</b>
<b>Water Latecomer Fees</b>	<b>Latecomer Fee Calculation</b>	<b>\$ _____</b>	<b>\$</b>
	<b>Administration Fee</b>	<b>\$ _____</b>	<b>\$</b>

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.  
(2) Time & Material Plus 10% (3) Negotiable

**TOTAL WATER, IMPACT AND OTHER CHARGES:** \$ \_\_\_\_\_

**BASIC SEWER SYSTEM CONNECTION FEE:**

Zone A	Zone B	Zone C	Other	# ERU's *	Total Fee
\$3,250.00	\$ 3,070.00	\$ 3,050.00	\$3,390.00	1	\$3390.00

\* Equivalent Residential Unit Calculation for non-residential service:

Residential (1 ERU's per \_\_\_\_\_) X (\_\_\_\_\_ ) = \_\_\_\_\_  
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

**SPECIAL CHARGES:**

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
X	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 37.50
X	As-Built Plans Fee – Residential Only (Refundable)	\$ 150.00
	Sewer Latecomers Fee/Administration Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

Application is hereby made by the undersigned property owner for the above stated utilities in the following amount: \_\_\_\_\_ at the above stated location, for the following purposes: \_\_\_\_\_

for which I agree to pay in advance the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate issues and be payable immediately:

**Engineering Fees:**

**Water Main Extension:**

**Street Repair:**

**Water Service Connection Charge:**

**Park Impact Fees:**

**Transportation Impact Fees:**

**Water/Sewer Latecomer Fees:**

**Sewer System Fees:**

\_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TOTAL** 3577.50

I further agree that all rates and charges for water service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City, or any ordinances and regulations passed hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to shut off the water at any time without notice for repairs, expansions, nonpayment of rates or any other reason and assumes no liability for any damage as a result or interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within three (3) years from the date of issuance. If I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within this time period, a water availability certificate may be revoked.

I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

*[Handwritten Signature]*  
 Applicant's Signature Date 8/20/02

**TO BE COMPLETED BY STAFF ONLY:**

Receipt No.	Fees Paid	Date	Received By	Bldg. Official



# CITY OF GIG HARBOR

3105 JUDSON STREET, GIG HARBOR, WA 98335

TREASURER'S RECEIPT

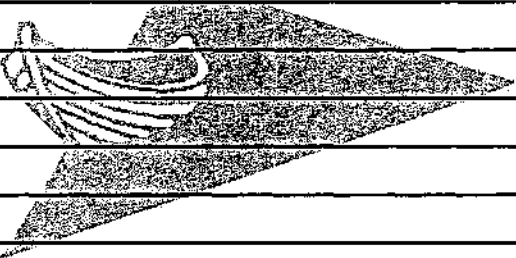
44475

*LeAnne Renczkowski*

*8/20/02*

DATE

RECEIVED FROM  
*Sewer Extension Deposit*  
FOR

FUND	DEPT	B/SUB	ELEM	OB	DESCRIPTION	AMOUNT
					<i>Outside sewer extension deposit 3702 96th St NW</i>	<i>100 -</i>
						
					<i>Ck # 116</i>	
<b>TOTAL</b>						<i>100 -</i>



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET  
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**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

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Applicant Ken Haines & LEANNE RENCZKOWSKI, Phone # (360) 674 2511

Mailing Address 4729 State Hwy #3 SW Port Orchard 98367

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 3202 96th St NW (Recall Dr)  
 Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_  
 Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_  
 Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:** *Water paid previously, Drake*

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
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Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

**IMPACT FEES & OTHER CHARGES:**

Street Boring (2)	\$ 16.20 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
<b>Park Impact Fees</b>	<b>Residential @ \$1,500.00</b>		\$
<b>Transportation Impact Fees</b>	<b>Residential @ \$ 517.30</b> <b>Commercial/Multi - @ \$</b>		\$
<b>Water Latecomer Fees</b>	<b>Latecomer Fee Calculation \$</b> _____ <b>Administration Fee \$</b> _____		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.  
 (2) Time & Material Plus 10% (3) Negotiable

CRIMM  
 LeAnne Renczkowski  
 021/08/2002  
 0008744 100.00  
 0.00  
 100.00 16

**TOTAL WATER, IMPACT AND OTHER CHARGES:**

\$ \_\_\_\_\_

**BASIC SEWER SYSTEM CONNECTION FEE:**

Zone A	Zone B	Zone C	Other	# ERU's *	Total Fee
\$3,250.00	\$ 3,070.00	\$ 3,050.00	\$3,390.00	1	\$3390.00

• Equivalent Residential Unit Calculation for non-residential service:

• Residential (1 ERU's per \_\_\_\_\_) X ( \_\_\_\_\_ ) = \_\_\_\_\_  
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

**SPECIAL CHARGES:**

Check (X)	Type of Fee (1)	FEE
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Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

Application is hereby made by the undersigned property owner for the above stated utilities in the following amount: \_\_\_\_\_; at the above stated location, for the following purposes: \_\_\_\_\_ for which I agree to pay in advance the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate issues and be payable immediately:

Engineering Fees: \_\_\_\_\_  
 Water Main Extension: \_\_\_\_\_  
 Street Repair: \_\_\_\_\_  
 Water Service Connection Charge: \_\_\_\_\_  
 Park Impact Fees: \_\_\_\_\_  
 Transportation Impact Fees: \_\_\_\_\_  
 Water/Sewer Latecomer Fees: \_\_\_\_\_  
 Sewer System Fees: 3577.50

**TOTAL** 3577.50

I further agree that all rates and charges for water service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City, or any ordinances and regulations passed hereafter.  
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 I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within three (3) years from the date of issuance. If I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within this time period, a water availability certificate may be revoked.  
 I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

*[Signature]* 8-20-02  
 Applicant's Signature Date

**TO BE COMPLETED BY STAFF ONLY:**

Receipt No.	Fees Paid	Date	Received By	Bldg. Official
0008744	100.00	8-21-02	M. Madlana	





*City of Gig Harbor Police Dept.*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE** MB  
**SUBJECT: JULY INFORMATION FROM PD**  
**DATE: AUGUST 21, 2002**

The July activity statistics are attached for your review.

The Reserve report for July is not available.

The Marine Services Unit worked 77.5 hours in July. This was divided between patrol time (73.5 hours), administrative time (.5 hours) and maintenance (3.5 hours). The patrol time included six dispatched calls, twenty-six marine courtesy inspections, five boater assists and responding to three boating complaints. The vessel that was impounded is scheduled for auction later this month.

The bicycle patrol was used for 3 hours in July.



City of Gig Harbor Police Dept.  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

July 2002

	<u>July</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	447	3316	3167	5%
SECONDARY OFFICER ASSIST	53	469	---	N/A
CRIMINAL TRAFFIC	9	84	118	-29%
TRAFFIC INFRACTIONS	39	462	386	20%
DUI ARRESTS	5	43	68	-37%
FELONY ARRESTS	4	55	32	72%
WARRANT ARRESTS	5	47	35	34%
MISDEMEANOR ARRESTS	9	98	109	-10%
CASE REPORTS	76	701	754	-7%
REPORTABLE VEHICLE ACCIDENTS	9	111	170	-35%