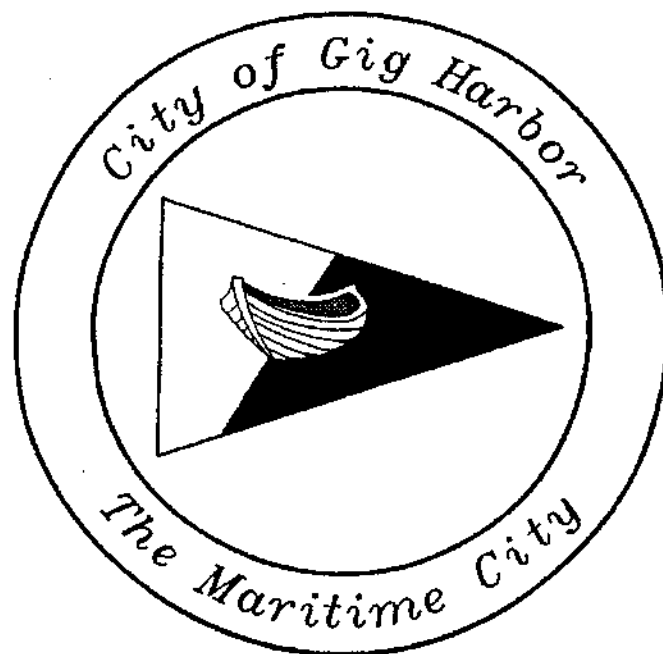


Gig Harbor City Council Meeting



**October 9, 2000
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
October 9, 2000 - 7:00 p.m.

CALL TO ORDER:

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 Meetings of September 25, 2000.
2. Correspondence / Proclamations:
3. Point Fosdick Improvement Project - Change Order No. 1.
4. Special Occasion Liquor License: St. Nicholas Knights of Columbus.
5. Liquor License Renewals:
6. Approval of Payroll for the month of September:
Checks #339 through #396 in the amount of \$174,615.47.
7. Approval of Payment of Bills for October 9, 2000:
Checks #30949 through #31056 in the amount of \$638,827.23.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Consultant Services Contract - Utility General Facilities Charge Study.
2. Gig Harbor Civic Center - Architectural Contract.
3. Proposed Official Naming of Dedicated Park Land at the Mallard's Landing Commercial Subdivision - Adam Tallman Nature Park.
4. Fire Marshal Inspection Agreement.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.31.110(i) and for the purpose of discussing personnel matters per RCW 42.30.140(4)(a). Action will not be taken after the session.

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 25, 2000

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

CALL TO ORDER: 7:04 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of September 11, 2000.
2. Correspondence / Proclamations: None.
3. Special Occasion Liquor License: The Performance Circle.
4. Liquor License Renewals: Hy Iu Hee Hee
5. Approval of Payment of Bills for September 11, 2000:
Checks # 30833 through #30948 in the amount of \$167,916.47. Check #30645 was voided.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Ruffo - unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Consultant Services Contract - Gig Harbor Civic Center Geotechnical Services. David Skinner, Public Works Director, presented this contract to perform geotechnical studies on the site to assist in the design of the Civic Center facility.

MOTION: Move to authorize execution of the Consultant Services Contract with GeoEngineering Inc., in an amount not to exceed nine thousand eight hundred fifty-five dollars and no cents (\$9,859.00).
Dick/Picinich - unanimously approved.

2. Consultant Services Contract Amendment - Comprehensive Sanitary Sewer Plan Update. David Skinner explained that in 1998, Gray and Osborne had been contracted to perform an update to the Sanitary Sewer portion of the Comprehensive Plan. He said that at the time, population data for the Gig Harbor area was obtained from Pierce County and the Office of Financial Management. He said that since then errors have been identified in these population figures, resulting in the need to amend the Comp Plan to reflect a more accurate picture of future growth and needs for the sewer system. He recommended approval of the contract with Gray & Osborne to re-analyze the growth impacts and to amend the Comprehensive Plan.

MOTION: Move to approve the contract with Gray and Osborne, Inc., for engineering services in the amount of \$42,232.00, and Amendment No. 1

for the additional engineering services in the amount of \$9,000.00 for a total not to exceed fifty-one thousand, two hundred and thirty two dollars (\$51,232.00.).

Ruffo/Owel - unanimously approved.

STAFF REPORTS:

Gig Harbor Police Department - August Stats. No verbal report given.

PUBLIC COMMENTS: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Ruffo said that he had accompanied David Skinner on a tour of the East-West Road and encouraged other Councilmembers to do the same. He explained that the progress was impressive.

Councilmember Owel said that there was a great deal of public interest and excitement about the new Gig Harbor Civic Center and that many are anxious in participating in the process. Mark Hoppen said that meetings involving the public would begin in late October or early November.

Mayor Wilbert announced that some of the middle school principals and counselors have been concerned with the problems with the Skatepark, and had offered to meet with staff and Councilmember Picinich in an effort to come up with suggestions as to what could be done as a community to minimize these problems. She said a meeting had been scheduled for Tuesday at 3:30 p.m. at City Hall.

Councilmember Picinich said that he had eighteen students that had signed up to begin volunteer work at the park. He said that he had witnessed five or six bikes in the Skatepark this afternoon. He said that he recognized that there are problems with the park, and that he had invited the surrounding business owners to meet with the students. Councilmember Picinich recommended closing the fence between the park and Kimball Drive to prevent the students from crossing in front of traffic.

Mark Hoppen gave a brief update on the progress to demolish the buildings on the Henderson Bay site.

Mayor Wilbert read a portion of a letter from Scott Wagner praising David Skinner and the other staff in the Public Works Department. She said the second letter she wished to reference was from Pierce County Environmental Services regarding waste reduction. She concluded by announcing the AWC Regional meeting on the 24th of October. Councilmember Picinich asked for clarification on whether the city could reimburse him for a substitute teacher to attend city meetings. Ms. Morris said that she would get him the information.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Skatepark Meeting - Tuesday, September 26th, 3:30 p.m. at City Hall.
2. AWC Regional Meeting - October 24th

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.31.110(i).

MOTION: Move to adjourn to Executive Session at 7:32 p.m., for approximately fifteen minutes.

Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 7:43 p.m.

Picinich/Ruffo - unanimously approved.

MOTION: Move to go back into Executive Session for another fifteen minutes.

Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8:05 p.m.

Owel/Picinich - unanimously approved.

Councilmembers and staff discussed the filing of the lawsuit on the Narrows Bridge and the letter from United Infrastructure indicating several improvements that will be built within the city if there are no delays that would affect financing of the project. Councilmember Owel asked that discussion on this issue be brought back at a later date to allow for public notice.

Mr. Hoppen was directed to bring back information on the process to perform fire inspections. Ms. Morris said that she would prepare a memo addressing this issue.

ADJOURN:

MOTION: Move to adjourn at 8:20 p.m.

Owel/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 589 Side B 160 - end.
Tape 590 Side A 000 - 250.

Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: POINT FOSDICK IMPROVEMENT PROJECT, CSP - 9806
- CHANGE ORDER NO. 1
DATE: OCTOBER 5, 2000

DRS

INTRODUCTION/BACKGROUND

On April 24, 2000 Council authorized award of the subject construction contract to Olalla Hills Excavating, Inc.

During the initial stages of construction, Olalla Hills excavated outside the City Right-of-Way due to a survey error shown on the City's construction plans. To re-vegetate this area, a change order is required to allow Olalla Hills to re-landscape this area with natural vegetation.

A professional landscape architect has prepared the plans for the re-landscaping of this area and Olalla Hills has agreed to a price of \$9,752.00 to perform this work.

Council approval is requested to execute Change Order No. 1 as outlined above.


POLICY/FISCAL CONSIDERATIONS

The change order will increase the contract amount by \$9,752.00 to reflect a revised contract amount of \$708,654.00.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 1 for the Point Fosdick Improvement Project in the amount of nine thousand seven hundred fifty two dollars and no cents (\$9,752.00).

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 1</u>	CHANGE ORDER	Change Order Number <u>1</u>
Date <u>10/3/00</u>	<u>Point Fosdick Drive Improvement Project</u>	
<input checked="" type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	CONTRACT NO.: <u>TIB No. 8-1-127(004)-1</u> CITY PROJECT NO.: <u>CSP - 9806</u>	
ENDORSED BY: <u>Olalla Hills Excavating, Inc.</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small> <u>10-4-00</u> <small>DATE</small> TITLE: <u>President</u>	TO: <u>Olalla Hills Excavating, Inc.</u> <u>P.O. Box 157</u> <u>Olalla, Washington 98359</u>	
Consent Given by Surety (When required):		
BY: _____	_____	_____
<small>ATTORNEY IN-FACT</small>	<small>DATE</small>	

DESCRIPTION OF WORK


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

Furnish and install the following tree, plant, and shrub material:

QTY.	COMMON NAME	SIZE AND SPACING
5	Madrona	2 gal. container
4	Douglas Fir	6' - 8' min. height, B&B
7	Western Red Cedar	6' - 8' min. height, B&B
4	Western Hemlock	7' - 8' min. height, B&B
200	Salal	1 gal container @ 40" O.C.
100	Sword Fern	1 gal. container @ 3' O.C.
120	Evergreen Huckleberry	2 gal. container @ 4' O.C.

Placement of the vegetation shall be in accordance with Sheet L-1 of 1 "Point Fosdick Drive Revegetation" plan, dated 8/23/00. Total cost for this change order, including sales tax is \$9,752.00. This price includes a one-year maintenance and warranty. A ten working day time extension will be granted upon approval of this change.

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

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>698,902.00</u>	\$ <u>698,902.00</u>	\$ <u>9,752.00</u>	\$ <u>708,654.00</u>
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:			
 <small>PUBLIC WORKS DIRECTOR</small>		<u>10/4/00</u> <small>DATE</small>	
<input type="checkbox"/> APPROVED: _____			
<small>MAYOR</small>		<small>DATE</small>	

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

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

September 25, 2000

SPECIAL OCCASION # 090826

KNIGHTS OF COLUMBUS
3510 ROSEDALE ST NW
GIG HARBOR WA 98335

DATE: OCTOBER 22, 2000

TIME: NOON TO 6 PM

PLACE: ST. NICHOLAS PARISH HALL, 3510 ROSEDALE ST NW, GIG HARBOR

CONTACT: EDWARD BARBON 253-265-6414

RECEIVED

OCT 2 2000

CITY OF GIG HARBOR

SPECIAL OCCASION LICENSES

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

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

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

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

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY 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 MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: WATER AND SEWER UTILITY GENERAL FACILITIES CHARGE
STUDY - CONSULTANT SERVICES CONTRACT
DATE: OCTOBER 3, 2000

INTRODUCTION/BACKGROUND

The City currently has a general facilities charge to finance improvements of general benefit to the total water system, which are required to meet future growth. General facilities charges are generally established as one-time charges assessed against new water customers as a way to recover a part of the cost of additional system capacity constructed for their use.

The general facility charge or fee is deposited in a construction fund to construct such facilities. The intent is that all new system customers will pay an equitable share existing and planned facilities of general benefit. Typical items of construction financed by the system development charge are water treatment facilities, pump stations, transmission lines, and other general improvements that benefit the entire system. General facilities charges should be updated every several years since facilities planned for up to ten years and accrued interest for up to ten years on existing facilities can be included.

The use of revenue sources which are generated from the water and sewer hook-up fees are rapidly expanding into a common utility financing tool. These fees are utilized to lessen the impact on the existing customers' utility rates and minimize the need for external financing of capital improvements. Although several options exist for these charges, the basic philosophy surrounding their application usually centers on recovering the costs of meeting new customer growth. The basic purpose of the hook-up charges is to compensate the City and existing customers for their contributions to the existing system, and provide a mechanism for new customers to equitably pay for City service and capital improvements that a customer is responsible for. The last water and sewer rate study was done in 1986 by Economic and Engineering Services, Inc.

Council approval is being requested to execute a contract for engineering services with Gray & Osborne, Inc., to complete a Water and Sewer Utility General Facilities Charge (GFC) study.

FISCAL CONSIDERATIONS

The Consultant Services Contract with Gray and Osborne, Inc. for the water and sewer GFC study is in the amount of \$17,050.00. Funds are available for this work in the Water and Sewer funds.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract for engineering services between the City of Gig Harbor and Gray & Osborne, Inc., for the Water and Sewer Utility General Facilities Charge Study in the not-to-exceed amount of seventeen thousand fifty dollars and no cents (\$17,050.00).

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

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

RECITALS

WHEREAS, the City is presently engaged in Water and Sewer Utility General Facilities Charge Study, 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 October 2, 2000, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed seventeen thousand fifty dollars and no cents (\$17,050.00) 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 1, 2000; 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 one 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 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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 Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

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

CONSULTANT
Ashley Emery, P.E.
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, Washington 98109
(206) 284-0860

David R. Skinner, P.E.
Director of Public Works
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 _____, 2000.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

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

David R. Skinner, P.E.
Director of Public Works
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)
COUNTY OF King) ss.

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

Dated: 10/05/00

Melissa Orsdal
melissa Orsdal
(print or type name)

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

My Commission expires: 03/09/03



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

October 3, 2000

Mr. David Skinner, P.E.
Public Works Director
City of Gig Harbor
3105 Judson St.
Gig Harbor, Washington 98335

**SUBJECT: REVISED PROPOSAL FOR WATER AND SEWER UTILITY
GENERAL FACILITIES CHARGE STUDY
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON
G&O # 2000436**

Dear Mr. Skinner:

Gray & Osborne is pleased to provide this scope of work and fee estimate for a water and sewer utility general facilities charge (GFC) study. As shown in the attached cost estimate, Gray & Osborne proposes to complete the scope of work described herein for a cost not to exceed \$17,050, without specific written authorization by the City. The proposed project tasks for the water and sewer utility general facilities charge study are as follows:

- Task 1:** The City shall provide the following data to Gray & Osborne:
- Most recently completed water GFC study
 - Most recently completed sewer GFC study
 - List of existing water and sewer assets including installation dates and costs
 - List of water and sewer projects funded through ULID/LID, grants, or developer extensions
 - Water and sewer utility depreciation schedule
 - Outstanding water and sewer debt service, bond ordinances, or latecomer's agreements

Gray & Osborne will use the Draft Water and Draft Sewer Plans to determine available capacity of existing and proposed water and sewer system facilities.

- Task 2:** Discuss with City's staff and attorney alternative GFC methodologies that conform to existing statutes and incorporate recent case law to select an appropriate GFC methodology for the City.

EXHIBIT A – continued

- Task 3:** Determine a pro rata share of the value of existing facilities that can be incorporated into a water and sewer general facilities charge.
- Task 4:** Determine a pro rata share of planned water and sewer facilities that will benefit future water and sewer customers.
- Task 5:** Prepare a general facilities charge study which includes proposed water and sewer GFCs and documentation of GFC computations.
- Task 6:** Review recommendation with City staff.
- Task 7:** Attend Council workshop/meeting to review proposed GFCs.
- Task 8:** Draft ordinance and assist staff in conducting a public meeting/hearing on proposed GFCs.
- Task 9:** As directed by City staff, an additional 10% has been included in the total amount of the water/sewer utility GFC study fee proposal to allow for any additional services required by the City. The cost of these additional services shall not exceed \$1,550 and the services will be provided upon receiving a written request by the City

Schedule

Upon authorization, Gray & Osborne proposes to have a meeting with City staff to discuss fiscal policies and to determine the availability of data required to complete the study. A draft sewer/water utility GFC study will be prepared for City review within 6 weeks of the receipt of this data and a final general facilities charge study will be provided within 2 weeks of receipt of City review comments. Attendance at public meetings will be at times determined by the City.

If this scope of work is acceptable, Gray & Osborne will prepare a contract for Professional Engineering Services and include this scope of work and fee estimate as an attachment. Gray & Osborne appreciates this opportunity to provide this proposed scope of work and fee estimate. Please call with any questions regarding this proposal or if you require further information.

Very truly yours,

GRAY & OSBORNE, INC.

Ashley Emery

EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS
PROPOSED FEE ESTIMATE
CITY OF GIG HARBOR
WATER AND SEWER UTILITY GENERAL FACILITIES CHARGE STUDY

Task Description	Project Manager	Project Engineer	Financial Analyst
Task 1. Determine Available Capacities	4	24	24
Task 2. Select GFC Methodology	2		4
Task 3. Determine Pro Rata Shares of Existing Facilities	4	12	24
Task 4. Determine Pro Rata Share of Planned Facilities	4	12	20
Task 5. Prepare Report	4	8	20
Task 6. Review recommendation with City Staff	6		6
Task 7. Attend Council Workshop/Meeting	8		8
Task 8. Draft Ordinances & Attend Public Meeting/Hearing	8		8
Total Estimated Manhours	40	56	114
Estimated Hourly Rate ⁽¹⁾	\$ 107.60	\$ 71.80	\$ 55.20
Subtotal			\$ 14,620
Mileage Expenses @ .325 per mile			\$ 90
Reproduction Expenses			\$ 790
Subtotal			\$ 15,500
Task 9. Supplemental On-Call Services @ 10% ⁽²⁾			\$ 1,550
TOTAL ⁽³⁾			\$ 17,050

- (1) As requested by the City, G&O's overhead rate (140%) and fee (15%) have been included in the hourly rates.
- (2) As requested by the City, we have included an additional 10% for any other services required by the City associated with this project.
- (3) Fee not to be exceeded without specific written authority of the City

Indirect labor costs and overhead were calculated @ 140%
Fixed Fee @ 15%



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
**SUBJECT: CITY OF GIG HARBOR CIVIC CENTER – ARCHITECTURAL DESIGN
AND ENGINEERING SERVICES, PHASE 2
- ARCHITECTURAL SERVICES AGREEMENT**
DATE: OCTOBER 4, 2000

INTRODUCTION/BACKGROUND

A budget objective for 2000 includes the design of the City of Gig Harbor Civic Center. Consultant services are needed for the architectural, civil/structural, and landscape design to develop the project plans. On March 27, 2000, Council approved a Consultant Services Contract with Burr Lawrence Rising + Bates Architects, P.S. (BLR+B) to perform Phase 1 of the design.

Phase 1 developed the master project schedule, facilitated a thorough program review and confirmation process, and ultimately prepared the final architectural program and facility area summary. Phase 1 was completed with a presentation to the City Council and community on September 11, 2000 showing the committee's recommended facility plan.

Phase 2 will provide the following services:

- Project Administration Services
- Project Estimates and Bidding Services
- Design Services
- Construction Procurement Services
- Construction Contract Administration Services

Utilizing the American Institute of Architects Standard Contract including amendments, staff has negotiated an agreement with BLR+B to perform the Phase 2 work on the Civic Center. The project presently is scheduled for construction in April 2001 with completion in August 2002.

POLICY CONSIDERATIONS

Burr Lawrence Rising + Bates Architects, P.S. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was anticipated in the approved 2000 budget.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Burr Lawrence Rising + Bates Architects, P.S. for the architectural design and construction services for Phase 2 in the amount not to exceed five hundred forty-five thousand one hundred eighty-four dollars and no cents (\$545,184.00).

AIA DOCUMENT B141-1997**Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services**

AGREEMENT made as of the fifteenth day of August
in the year Two Thousand (2000)
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Contact: David R. Skinner, P.E.
Director of Public Works

and the Architect:

(Name, address and other information)

Burr Lawrence Rising + Bates
1145 Broadway Plaza, Suite 1200
Tacoma, WA 98402-3519

Managing Principal: Thomas Jerry Lawrence, FAIA
President/CEO

Principal Architect: Thomas L. Bates, AIA

For the following Project: Vice President

(Include detailed description of Project)

Gig Harbor Civic Center (00.26)

Construction of approximately 33,490 square foot Gig Harbor
Civic Center facility.

On-site development work including parking, drives, landscaping,
hard surface areas and associated utilities.

See Gig Harbor Civic Center Architectural Program dated
August 2000 for a more detailed description of project.

The Owner and Architect agree as follows.

This document has important
legal consequences.
Consultation with an
attorney is encouraged
with respect to its
completion or modification.

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE
PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND
OTHER SPECIAL TERMS
AND CONDITIONS
- 1.5 COMPENSATION



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ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

See Gig Harbor Civic Center Architectural Program dated August 2000 for description of project goals and objectives.

1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

New Civic Center of approximately 33,490 square feet. Located on the old Henderson Bay High School site comprised of approximately ten acres.

1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Gig Harbor Civic Center Architectural Program, dated August, 2000.

1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Street Address: 3510 Grandview Street, Gig Harbor, WA 98335.

See legal description on file with City of Gig Harbor.

1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: \$7,300,000 to \$7,400,000 (approximately).

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: \$5,280,000. Maximum Allowable Construction Cost (M.A.C.C.) EXCLUDING State sales tax and construction contingency funding.

1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

See attached Project Schedule - Exhibit 'D'.

1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Single contract for construction based on competitive bid.

1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Meets the State of Washington Energy Conservation Code.



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1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Mr. David Skinner, P.E., Public Works Director

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

None

1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

To be determined.

1.1.3.4 The Architect's Designated Representative is: Managing Principal: Thomas Jerry Lawrence, FAIA
(List name, address and other information.) President/CEO

Principal Architect: Thomas L. Bates, AIA
Vice President

Burr Lawrence Rising + Bates

1145 Broadway Plaza, Suite 1200
Tacoma, WA 98402-3519

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Civil Engineers:	Warner Engineering
Mechanical Engineers:	Tres West Engineers
Electrical Engineers:	Tres West Engineers
Structural Engineers:	AHBL, Inc.

1.1.4 Other important initial information is:

This project is to be designed to reflect environmental sustainability as defined in the Gig Harbor Civic Center Architectural Program.

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

as modified by Supplementary General Conditions prepared by Owner.

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.



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ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.



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obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

13.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

13.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

13.3 CHANGE IN SERVICES

13.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

13.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- 1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- 2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;



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dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.



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1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- 1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- 2 fees paid for securing approval of authorities having jurisdiction over the Project;
- 3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- 4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- 5 renderings, models and mock-ups requested by the Owner;
- 6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- 7 reimbursable expenses as designated in Paragraph 1.5.5;
- 8 other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

and the City of Gig Harbor's modifications to the Standard Form of Architect's services. (Attachment 'A').

1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

Attachment 'B' - Special Terms and Conditions

Attachment 'C' - A/E Fee Summary

Attachment 'D' - Master Planning Schedule

AIA Document A201 -1997, General Conditions for Construction
as modified by City of Gig Harbor



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1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

See Attachments 'A' and 'B'.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

See Attachment 'C' for computation and compensation "A/E Fee Proposal".

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

See Attachment 'C', page 2 for BLR+B personnel hourly billing rates. The attached rates will not change for the duration of the Contract.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one point one zero (1.10) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one point one zero (1.10) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:



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1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.


1.5.8 Payments are due and payable forty-five (45) days from the date of the Architect's invoice. Amounts unpaid forty-six (46) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within twenty-five (25) months of the date ^{of this contract} hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)



ARCHITECT (Signature)

Mayor, City of Gig Harbor
(Printed name and title)

Thomas L. Bates, AIA, Vice-President
Burr Lawrence Rising + Bates Architects
(Printed name and title)

CAUTION: You should sign an original AIA document or a licensed reproduction. Originals contain the AIA logo printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.

Approved as to form:

City Attorney

Attest:

City Clerk



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*Standard Form of Architect's Services:
Design and Contract Administration*

TABLE OF ARTICLES

2.1 PROJECT ADMINISTRATION SERVICES

2.2 SUPPORTING SERVICES

2.3 EVALUATION AND PLANNING SERVICES

2.4 DESIGN SERVICES

2.5 CONSTRUCTION PROCUREMENT SERVICES

2.6 CONTRACT ADMINISTRATION SERVICES

2.7 FACILITY OPERATION SERVICES

2.8 SCHEDULE OF SERVICES

2.9 MODIFICATIONS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.1.7.4 If bidding ~~or negotiation~~ has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid ~~or negotiated proposal~~, the Owner shall:

- 1 give written approval of an increase in the budget for the Cost of the Work;
- 2 authorize rebidding ~~or renegotiating~~ of the Project within a reasonable time;
- 3 terminate in accordance with Subparagraph 1.3.8.5; or
- 4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.



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ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining ~~either competitive bids or negotiated proposals~~ and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation ~~or proposal evaluation~~ and determination of the successful bid ~~or proposal~~, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid ~~or proposal results~~.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.



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2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.



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determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.



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ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- 1 up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor. and his consultants
- 2 up to (144) visits to the site by the Architect/over the duration of the Project during construction. (See Attachment 'C').
- 3 up to one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- 4 up to one (1) inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- 1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- 2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- 4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- 5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- 6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- 7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- 8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.



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2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Architect by separate contract	
.2 Land Survey Services	Owner	
.3 Geotechnical Services	Owner	
.4 Space Schematics/Flow Diagrams	Architect	
.5 Existing Facilities Surveys	N/A	
.6 Economic Feasibility Studies	N/A	
.7 Site Analysis and Selection	N/A	
.8 Environmental Studies and Reports	Owner	
.9 Owner-Supplied Data Coordination	Architect	
.10 Schedule Development and Monitoring	Architect	
.11 Civil Design	Architect	
.12 Landscape Design	Architect Additional Services	
.13 Interior Design	Architect	
.14 Special Bidding or Negotiation	N/A	
.15 Value Analysis	Owner	
.16 Detailed Cost Estimating	Architect	
.17 On-Site Project Representation	Owner	
.18 Construction Management	N/A	
.19 Start-Up Assistance	Contractor	
.20 Record Drawings	Contractor/Architect Additional Services	
.21 Post-Contract Evaluation	N/A	
.22 Tenant-Related Services	N/A	
.23 Commissioning	Architect/Additional Services	
.24 Interior Furnishings	Architect Additional Services	

Design, Specifications,
Bidding, and Installation
Observation.

See attached Special Terms and Conditions (Attachment 'B')

Description of Services.

(Insert descriptions of the services designated.)



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ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

See City of Gig Harbor's modifications to the Standard Form of Architect's Services, AIA Form B 141 - 1997. (Attachment 'A')

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

OWNER (Signature)

Mayor, City of Gig Harbor
(Printed name and title)



ARCHITECT (Signature)

Thomas L. Bates, AIA, Vice President
Burr Lawrence Rising + Bates Architects
(Printed name and title)



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MODIFICATIONS TO THE STANDARD FORM

ARCHITECT'S AGREEMENT AND SERVICES

AIA Form B 141 - 1997

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.2 OWNER

1.2.2.3 Supplement this paragraph by adding the following: "The Owner's Representative shall have such authority as shall be confirmed by the City Council. Unless specifically limited by the City Council, such representative shall have the ability to make decisions on behalf of the Owner regarding details of design, approvals of products, details of specification recommendations, and make day-to-day decisions in the administration of the Contract. The City Council shall retain the final decision on approval of the schematic design documents, design development documents, and the final construction documents. The Council shall have sole authority to authorize a change to the compensation provisions provided in this Contract. No approval by the Owner or the Owner's Representative shall relieve the Architect of any responsibility delineated under this Contract."

1.2.2.4 Delete this paragraph and substitute therefor the following: "As a part of basic services, Architect shall, during the Schematic Design Phase, plan for and advise regarding the extent and cost of services of special consultants. Unless then included in the project budget, the Owner shall furnish the services of other consultants when such services are: (a) certified by the Architect in writing to be reasonably required by the scope of the project, supporting such statement with rationale; and (b) approved by the Owner in writing in advance."

1.2.2.7 Supplement this paragraph as follows: "Owner's failure to perceive or discover such faults or defects shall not relieve Architect of any obligations under this Contract."

1.2.3 ARCHITECT

1.2.3.6 Amend this paragraph by revising the second sentence as follows: "The Architect shall comply with requirements imposed by governmental authorities having jurisdiction over the project."

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.2 Supplement this paragraph as follows: "The Owner's Representative must review and approve the cost of the work as determined by the Architect."

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.2 Delete the last two sentences of this paragraph and substitute the following: "Upon such termination, the foregoing license shall be deemed to be replaced by second, non-exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the instruments of service solely for purposes of completing, using, and maintaining the project."

1.3.2.3 Amend this paragraph by deleting from the second to last sentence the words: "... for future additions, for alterations to this project, or ...". Add to the paragraph the following: "After substantial completion of the project, the Owner shall have the right to use the drawings and specifications for all necessary purposes, including additions, repairs, remodeling, reconstructing, or demolition of any structures included in the work."

1.3.2.4 Delete this paragraph in its entirety.

1.3.3 CHANGES IN SERVICE

1.3.3.1 Delete this paragraph and substitute the following: "Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Owner's or the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the event there is a Change in Services, the parties shall make the necessary adjustments to the compensation, pursuant to paragraph 1.5.2 and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5."

1.3.3.2.6 Amend this paragraph by deleting the words: "at a public hearing,"

1.3.4 MEDIATION

Delete paragraphs 1.3.4.1 through 1.3.4.3.

1.3.5 ARBITRATION

Delete paragraphs 1.3.5.1 through 1.3.5.5.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete this paragraph in its entirety.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 Delete this paragraph and substitute the following: "This agreement shall be governed by the laws of the State of Washington. Venue for any legal action arising hereunder shall be in the county in which the project is proposed to be constructed."

1.3.7.2 Amend this paragraph as follows: "Terms in this Agreement shall have the same meaning as those in AIA Document A201 – 1997, General Conditions of the Contract for Construction, incorporated herein by this reference."

1.3.7.3 Delete this paragraph in its entirety.

1.3.7.7 Amend the first sentence of this paragraph as follows: "As long as the Owner does not terminate the Architect's services with cause as provided in this Agreement, the Architect shall have....."

1.3.7.7 Amend the last sentence of this paragraph as follows: "As long as the Owner does not terminate the Architect's services with cause as provided in this Agreement, the Architect shall provide....."

1.3.7.10 Add the following paragraph(s):

"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 attorney's fees, arising out of or in connection with Consultant's negligent performance of this Agreement. 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, it will 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 as respects Consultant's employees 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."

1.3.8 TERMINATION OR SUSPENSION

1.3.8.2 Amend this paragraph by deleting the second sentence and replace with the following: "When the project is resumed, the Architect shall be compensated for specific documentable project administrative start-up costs. Such costs must be approved by the Owner's representative."

1.3.8.5 Amend this paragraph by adding the following: "If the Owner terminates this Agreement under this section, the Owner shall be allowed the license to continue to use the instruments, as provided in Section 1.3.2.2."

1.3.8.7 Delete from the paragraph the following language: "... plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect."

1.3.8.7 Amend this paragraph by adding the following: "Termination expenses are defined as direct costs by the Architect and Consultants to archive the project; all such costs must be approved by the Owner's representative."

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Amend this paragraph by adding the following: "The Architect 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 Architect 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."

1.3.9.2.1

Amend this paragraph as follows: "Owner authorized out-of-town travel and subsistence and electronic communications. City's standard mileage rate is \$0.325 per mile."

1.3.9.2.4

Delete this paragraph.

1.3.9.2.6

Delete this paragraph and substitute the following:

- A. "The Architect 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 Architect's own work, including work of the Architect's agents, representatives, employees, or sub-consultants.
- B. Before beginning work on the project described in this Agreement, the Architect 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 Architect is responsible for the payment of any deductible or self-insured retention that is required by any of the Architect's insurance.
- D. The City of Gig Harbor shall be named as an additional insured on the Architect'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 Architect's insurance policies.
- E. It is the intent of the Contract for the Architect's insurance to be considered primary in the event of a loss, damage, or suit. The City's own commercial general liability policy will be considered excess coverage in respect to the

City. Additionally, the Architect'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 Architect 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 thirty (30) days in advance of any cancellation, suspension, or material change in the Architect's coverage."

1.3.9.3 Delete the following language: ". . . or a multiple of direct personnel expense."

1.3.9.4 Delete this paragraph and substitute the following: "The hourly rates used for services performed on an hourly basis shall be as identified in Attachment 'C'."

1.5 COMPENSATION

1.5.2 Delete this paragraph and substitute the following: "If the services of the Architect are changed as described in subparagraph 1.3.3.1 the Architect's compensation shall be adjusted. Such adjustment shall be in an equitable manner as recommended by the Owner's representative to the City Council. The City Council will have final approval of all adjustments to the Architect's compensation."

1.5.3 Amend as follows: "For a change in services of the Architect's Consultants, as recommended by the Owner's representative to the City Council prior to work performed, compensation shall be computed....."

1.5.6 Delete this paragraph.

1.5.8 Insert agreed interest rate as 12%.

1.5.9 Amend to add the following: "; provided that the number of months stated herein shall, to the extent not caused by Architect's errors and omissions, be extended by: (a) delays beyond the Architect's schedule required to obtain approval of plans and specifications by authorities having jurisdiction over the project, impacted the project schedule; and (b) by the number of days granted by the Owner as extensions of time to the Contractor due to changes in the work."

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.7 EVALUATION OF BUDGET AND COST OF WORK

2.1.7.1 Add the following sentence at the end of this paragraph: "Final approval of the estimated project cost will be by the Public Works Director."

2.1.7.3 Delete the following language as follows: "; to make reasonable adjustments in the scope of the project . . ." and substitute therefore the following: "; to recommend reasonable adjustments in the scope of the project . . ."

2.1.7.3 Add the following sentence at the end of this paragraph: "The final cost of the work and all increases in the contract sum must be approved by the Public Works Director."

2.1.7.5 Delete the following language as follows: ". . . lowest bona fide bid or negotiated proposal," and substitute therefore the following: "lowest responsible bid," .

2.3 EVALUATION AND PLANNING SERVICES

2.3.3 Delete this paragraph in its entirety.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.5 NEGOTIATED PROPOSALS

Delete paragraphs 2.5.5.1 through 2.5.5.5.

ARTICLE 2.6 CONTRACT ADMINISTRATION

2.6.1 GENERAL ADMINISTRATION

2.6.1.2 Amend "60 days" to "90 days."

2.6.1.3 Add the following sentence at the end of the paragraph: "All amendments must be signed by the duly authorized representatives of both parties. "

2.6.1.4 Delete the following language: . . ."with consent of the Contractor, which consent will not be unreasonably withheld."

2.6.1.6 Amend the first sentence as follows: "If deemed appropriate by the Architect and if approved by the Owner's Representative, the Architect shall"

2.6.1.7 Delete this paragraph and substitute the following: "The Architect shall interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents upon written request of the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness."

2.6.1.8 Delete the following language: ". . . shall not show partiality to either, . . ." and substitute: "shall use good faith and professional judgment." Supplement the amended paragraph as follows: "The Architect's obligation to render good faith professional judgment is not to imply any limitation on the Architect's obligations to consult with and advise the Owner on all matters related to the project and the contract work, to include consultation with Owner's accountants and/or attorneys."

2.6.2 EVALUATIONS OF THE WORK

2.6.2.2 Amend the first sentence as follows: "The Architect shall timely report"

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 Amend the third sentence as follows: "The foregoing representations are subject (1) to an evaluation by the Architect and Owner's Representative of the work"

2.6.4 SUBMITTALS

2.6.4.2 Amend the paragraph to read as follows: "The Architect shall maintain a record of submittals indicating Architect's decision, date Architect received submittal and date Architect's decision was rendered, as well as copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents."

2.6.5 CHANGES IN THE WORK

2.6.5.1 Amend the second sentence of this paragraph to read as follows: "The Architect may authorize, with the Owner's prior written approval, minor changes in the work not involving an adjustment in contract sum or an extension of the contract time which are consistent with the intent of the Contract Documents."

2.6.5.1 Amend the third sentence of this paragraph to read as follows: "If necessary and upon approval by the Owner's Representative, the Architect"

ARTICLE 2.8 SCHEDULED SERVICES

- 2.8.2.1 Delete in its entirety.
- 2.8.2.3 Amend the paragraph to read as follows: "Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of instruments of service unless the changes are caused by errors and omissions in the instruments of service.
- 2.8.2.6 Amend by deletion of: "... or contractors ..."
- 2.8.2.7 Amend to read as follows: "Preparation of design and documentation for alternate bids proposed by the Owner or proposal requests proposed by the Owner; or ..."
- 2.8.2.8 Amend to change "60 days" to "90 days."

SPECIAL TERMS AND CONDITIONS

1. Sales tax on professional services (if required by law) shall be paid by owner.
2. A Life Cycle Cost Analysis, if required, will be prepared by a qualified consultant and under the direction of the architect as an additional service. The compensation for this service to be mutually agreed upon by the parties prior to the commencement of any additional services or the incurring of extra expense.
3. Value Analysis, if required, will be prepared by a value engineering team provided by the owner. Work involving Burr Lawrence Rising + Bates Architects, P.S., and consultant team shall be an additional service in which compensation for this service to be mutually agreed upon by both parties prior to the commencement of any additional services or incurring of extra expenses.
4. All off-site utility services, roads, drainage studies and ground water studies are not a part of this contract. All work as required shall be negotiated by all parties prior to commencement of additional services.
5. If a separate construction contract for site grading, demolition of existing structures and drainage or other phased development is required by the City of Gig Harbor due to scheduling/construction considerations, the cost for preparation of separate plans and specifications shall be considered additional services which shall be negotiated by the parties prior to the commencement of any additional services.
6. Providing services to prepare an environmental assessment checklist is to be a part of the basic A/E services. An environmental impact statement or an extended checklist, if required, shall be an additional service to be negotiated by the parties prior to the commencement of any additional services.
7. Wetlands analysis/studies, design of mitigation, negotiations with code agencies, presentations, construction and post construction services related to wetlands are additional services.
8. Downstream storm drainage analysis including surveying, field reconnaissance calculations and reports and presentations are additional services.
9. Alternate bids if above the project budget (amount used to determine A/E Basic Services Fee) will be additional services. Compensation will be at 80% of the fee calculation based on bid value if not included in the construction contract and 100% if included in construction contract.
10. Commissioning services including specification preparation, administration and services during construction shall be an additional service to be negotiated by the parties prior to commencement of any additional services.

AUGUST, 2000

**GIG HARBOR CIVIC CENTER
A/E FEE SUMMARY**

PAGE 1

I.	BASIC SERVICES FEE	\$ 422,403.00
II.	SPECIAL CONSULTANT FEES:	
	♦ Landscape Architect	\$ 14,933.00
	♦ Acoustical Consultant (allowance)	9,350.00
	♦ Traffic Engineering Consultant (allowance)	8,800.00
III.	ADDITIONAL SERVICES:	
	♦ Interior Furnishing Design & Specifications	16,378.00
	♦ Additional Construction Administration Services	53,400.00
	♦ Commissioning Services	11,400.00
	♦ Record Document Preparation	8,520.00
TOTAL ARCHITECTURAL/ENGINEERING FEE		\$ 545,184.00

SITE VISIT ALLOWANCE DURING CONSTRUCTION (12 MONTHS)

A/E BASIC SERVICES FEE:

♦ Architect	56
♦ Civil Engineer	12
♦ Structural Engineer	14
♦ Mechanical Engineer	26
♦ Electrical Engineer	24
♦ Landscape Architect	10
♦ Acoustical Engineer	<u>2</u>
TOTAL VISITS	<u>144</u>

PAYMENT SCHEDULE BY PHASE

♦ Schematic Design	15%
♦ Design Development	17%
♦ Contract Documents	40%
♦ Bidding	5%
♦ Construction	<u>23%</u>
TOTAL	<u>100%</u>

AUGUST, 2000

GIG HARBOR CIVIC CENTER
A/E FEE SUMMARY

PAGE 2

I. BASIC SERVICES FEE:

♦ Maximum Allowable Construction Cost (MACC) (excluding off-site work & WSST)	\$ 5,280,000.00
♦ Estimated Building Square Footage	33,490 SF
♦ Cost per Square Foot	\$ 157.66/SF

BASIC SERVICES FEE CALCULATION:

33,490 SF x \$157.66/SF x 8.0%	\$ 422,403.00
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II. SPECIAL CONSULTANT FEES:

♦ Landscape Architect: Lynn William Horn & Associates	\$ 13,575.00
BLR+B Multiplier (0.10)	1,358.00
TOTAL FEE	\$ 14,933.00
♦ Acoustical Consultant: Michael Yantis & Associates (Allowance)	\$ 8,500.00
BLR+B Multiplier (0.10)	850.00
TOTAL FEE	\$ 9,350.00
♦ Traffic Engineering Consultant: Heffron Transportation, Inc. (allowance)	\$ 8,000.00
BLR+B Multiplier (0.10)	800.00
TOTAL FEE	\$ 8,800.00

TOTAL SPECIAL CONSULTANT FEES	\$ 33,083.00
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AUGUST, 2000

**GIG HARBOR CIVIC CENTER
A/E FEE SUMMARY**

PAGE 3

III. ADDITIONAL SERVICES:

- ◆ INTERIOR FURNISHING DESIGN, SPECIFICATION DEVELOPMENT, AND CONSTRUCTION COORDINATION

BLR+B Architects:

Principal Architect (28 hrs x \$123/hr) \$ 3,444.00
Associate Architect (64 hrs x \$99/hr) 6,336.00
Project Architect (40 hrs x \$89/hr) 3,650.00
CAD/Drafter (34 hrs x \$71/hr) 2,414.00
Secretarial (12 hrs x \$52/hr) 624.00

TOTAL ADDITIONAL SERVICE FEE \$ 16,378.00

- ◆ ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

BLR+B Architects:

- ◇ Basic Services Fee for Construction Administration

\$422,403 x 23% x 58% \$56,349.00

- ◇ Construction Administrator Hourly Rate: \$89/hr

- ◇ Assuming C.A. is required (24) hrs/week for duration of construction period. The Basic Services Fee compensates BLR+B for (27) Weeks of Service.

- ◇ Actual Construction Period will be Approx. (12) Months or (52) Weeks.

- ◇ Additional Construction Administration Services:

\$89/hr x 24 hrs x (25) Weeks \$ 53,400.00

- ◆ COMMISSIONING SERVICES:

BLR+B Architects:

Principal Architect (8 hrs x \$123/hr) 984.00

Project Architect (24 hrs x \$89/hr) 2,136.00

Tres West Engineers:

Project Mechanical Engineer (56 hrs x \$90/hr) 5,040.00

Project Electrical Engineer (36 hrs x \$90/hr) 3,240.00

TOTAL ADDITIONAL SERVICE FEE \$ 11,400.00

AUGUST, 2000

GIG HARBOR CIVIC CENTER
A/E FEE SUMMARY

PAGE 4

III. ADDITIONAL SERVICES: (continued)

• RECORD DOCUMENT PREPARATION

BLR+B Architects:

Project Architect (16 hrs x \$89/hr) \$ 1,424.00
CAD/Drafter (36 hrs x \$71/hr) 2,556.00

Warner Engineers:

Design Civil Engineer (4 hrs x \$95/hr) \$380.00
CAD/Drafter (16 hrs x \$50/hr) 800.00

AHBL Engineers:

Senior Project Engineer (4 hrs x \$90/hr) \$360.00
CAD/Drafter (12 hrs x \$60/hr) 720.00

Tres West Engineers:

Mech./Elect. Project Engineer (12 hrs x \$90/hr) \$1,080.00
CAD/Drafter (24 hrs x \$50/hr) 1,200.00

TOTAL ADDITIONAL SERVICE FEE \$ 8,520.00

TOTAL ADDITIONAL SERVICE FEE	\$ 89,698.00
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AUGUST, 2000

**GIG HARBOR CIVIC CENTER
A/E FEE SUMMARY**

PAGE 5

ARCHITECT'S AND CONSULTANTS' HOURLY BILL-OUT RATE SCHEDULE

BURR LAWRENCE RISING +BATES

Principal	\$123.00/hr
Senior Associate	104.00/hr
Associate/Project Manager	99.00/hr
Project Manager	89.00/hr
Job Captain	83.00/hr
CAD Operator	71.00/hr
Secretarial	52.00/hr

Tres West Engineers

Principal	\$110.00/hr
Project Engineer	90.00/hr
Engineer.....	80.00/hr
CAD Operator	50.00/hr
Word Processor/Secretary	40.00/hr

AHBL Engineers

Principal	\$120.00/hr
Project Manager	100.00/hr
Senior Project Engineer	90.00/hr
Project Engineer	80.00/hr
Design Engineer	65.00/hr
CAD Operator	60.00/hr
Secretarial	40.00/hr

Warner Engineers

Principal (Senior Civil Engineer)	\$120.00/hr
Design Civil Engineer	95.00/hr
Civil Engineer (P.E.)	80.00/hr
Civil Engineer (E.I.T.)	60.00/hr
CAD Operator	50.00/hr
Secretarial	40.00/hr

Lynn Horn & Associates

Lynn Horn, Landscape Architect	\$80.00/hr
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AUGUST, 2000

**GIG HARBOR CIVIC CENTER
A/E FEE SUMMARY**

PAGE 6

**SCHEDULE OF HOURLY BILL-OUT RATES
EFFECTIVE JANUARY, 2000**

CATEGORY:

1. Principals\$123.00
 Jerry Lawrence, FAIA
 Paul Rising, AIA
 Tom Bates, AIA
2. Senior Associates\$104.00
 Lee Fenton, AIA
 Dennis Kabba, AIA
3. Associates / Project Managers.....\$99.00
 Ron Tjerandsen Kit Burns
 Hossein Peigahi John Wegener
4. Project Architects\$89.00
 David Bertus Doug Jason
 Kurt Cross Jim Kuhlman
 Rick Franklin Mike Reynolds
 Les Gerstman Steve Russo
 Charlie Glassie Doug Williams
 Robert Jacklin
5. Job Captains\$83.00
 Mike Desmarteau Bob Goldstein
6. CAD/Drafters\$71.00
 David Hickman Sameer Kulkarni
 Terry Cabe
7. Secretarial.....\$52.00
 Chris Pourakbari Nancy Green
 Kathy Moorhead

MASTER PLANNING SCHEDULE

	2000												2001												2002											
	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D		
ARCHITECTURAL PROGRAMMING																																				
City Council Approval of Architectural Program																																				
SCHEMATIC DESIGN PHASE																																				
Site Survey																																				
Geotechnical Study																																				
Cost Estimate																																				
City Council Approval of Schematic Design																																				
Community Presentations of Schematic Design																																				
DESIGN DEVELOPMENT PHASE																																				
Design Development Conferencing with Users																																				
Preliminary Code Review with Building Official																																				
SEPA Process																																				
Conditional Use Permit Process																																				
City of Gig Harbor Design Review Board Meeting																																				
Cost Estimate																																				
BLR+B Quality Assurance Review																																				
Submittal of D.D. Documents for City Review																																				
City Review of Design Development Documents																																				
City Approval of Design Development																																				
Community Presentation of Design																																				
CONSTRUCTION DOCUMENT PHASE																																				
City of Gig Harbor Building Permit Process																																				
BLR+B Quality Assurance Review																																				
City Review of Construction Documents																																				
Cost Estimate																																				
City Council Approval to go to Bid																																				
BIDDING PHASE																																				
Advertise for Bids																																				
Pre-Bid Conference																																				
Open Bids																																				
City Council Approval to Award Contract																																				
CONSTRUCTION PHASE																																				
Pre-Construction/Partnering Meeting																																				
Contractor Mobilization																																				
Commissioning Process																																				
Substantial Completion																																				
Final Completion																																				

LEGEND:

- Project Critical Path-Design/Construction
- Support Activities-Design Team
- Process Meetings
- * Specific Date-Deadlines
- Support Activities-City

BLR+B ARCHITECTS



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: PROPOSED OFFICIAL NAMING OF DEDICATED PARK LAND AT
MALLARD'S LANDING COMMERCIAL SUBDIVISION
- ADAM TALLMAN NATURE PARK
DATE: OCTOBER 4, 2000

INTRODUCTION/BACKGROUND

On September 25, 2000 the Public Works Department received a request to officially name a new park created within the Mallard's Landing Commercial Subdivision.

Per section 16.08.001 C. of the Gig Harbor Municipal Code, if the preliminary plat includes a dedication of a public park with an area less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the city council shall adopt the designated name.

This park is approximately eight acres in size therefore exceeds the two acre threshold defined in section 16.08.001 C, however the council may still wish to follow the guidelines contained in that section to consider approval of the park name.

The applicant has requested the name of the new park as the "Adam Tallman Nature Park." Mr. Adam Tallman was the father of Gig Harbor resident Jim Tallman and a man of good character.

POLICY CONSIDERATIONS

The proposed name for the new park meets the criteria of Section 16.08.001 C. of the GHMC.

RECOMMENDATION

Staff recommends the City Council approve the requested name for the new city park in the Mallards Landing commercial subdivision as "*Adam Tallman Nature Park.*"



A NATURAL RESOURCE CORPORATION

P.O. BOX 492, GIG HARBOR, WA 98335 (253) 858-8444
(253) 858-8448 FAX

David Skinner
City of Gig Harbor
3125 Judson Street
Gig Harbor, WA 98335

September 25, 2000

RE: Adam Tallman Nature Park - Proposed Official Name For The Tallman Wetlands

Dear Mr. Skinner,

I am writing this letter to begin the process of getting an official name on what has been historically known as the Tallman Wetlands. As a requirement of finalizing the Mallard's Landing Commercial Subdivision, I need to place an official park name on the face of the plat.

Per chapter 16.08.001 of the Gig Harbor Municipal Code, if the preliminary plat includes a dedication of a public park with an area of less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the city council shall adopt the designated name.

Since the size of this park will be greater than two acres, approximately eight acres, I think we still need to get the City Council's approval before the name can be officially adopted. The name we are proposing is, "Adam Tallman Nature Park". Adam Tallman was the name of Jim Tallman's father and his name clearly fits the two requirements in chapter 16.08.001. Adam was an individual of good character and is deceased.

I think that continuing to use the Tallman name on the park is a good idea since many citizens already associate the Tallman name with the wetlands and the area. Further, Adam Tallman was a good man and certainly deserving of the honor of having his name on this park.

Please contact me with any questions or comments. I would like to know when this might make it before the council so I can attend the meeting.

Sincerely,



Scott Wagner, VP





City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCIL AND MAYOR WILBERT
FROM: MARK HOPPEN, CITY ADMINISTRATOR
RE: FIRE MARSHAL INSPECTIONS
DATE: SEPTEMBER 18, 2000

INFORMATION/BACKGROUND:

The Gig Harbor City Council adopted within its Budget for 2000 the objective that the Planning & Building Services Department explore the transfer of the responsibility of Fire Code inspections to PCFD#5.

Representatives from the City of Gig Harbor and PCFD#5 had joint meetings to discuss the possible transfer of Fire Code inspections. After additional meetings with the City of University Place and Federal Way and their respective Fire Districts, personnel at PCFD#5 prepared the attached packet of information and submitted it to the PCFD#5 Board of Commissioners for their consideration.

The PCFD#5 Board of Commissioners approved the proposed concept and has authorized the PCFD#5 to pursue the preparation of a contract between the City of Gig Harbor and PCFD#5.

Building Official/Fire Marshal Steve Bowman discussed this potential program change with the Building Code Advisory Board. [It should be noted that the program cost of utilizing PCFD#5 services was represented to the board as \$75,036, some \$47,743 above the actual estimate of net program cost.] Subsequent to this discussion, Boardmember Al Mitchell, P.E., motioned a suggestion that the fire marshal inspection program be left as is, but that the City Council budget allow for increased frequency of inspections as recommended by the WA State Survey and Rating Bureau to encourage reduced insurance rates for property owners within the City of Gig Harbor. Chuck Hunter seconded the motion. Upon request for a vote on the motion, the motion passed unanimously.

POLICY CONSIDERATIONS:

The primary premise found within PCFD#5's recommendation is that increased frequency of inspections will provide a safer community. The city Fire Marshal recommends that additional inspections be provided. If inspection frequency is to be increased, then the City Council will need to consider who should be providing the inspections. PCFD#5 can provide a well-rounded approach to the inspection and public information process through the hiring of an experienced inspector by PCFD#5. Alternatively, increased inspection service could be provided by the hiring of an experienced inspector who will be employed by the City of Gig Harbor.

Pierce County Fire District #5 has prepared a lengthy statement on PCFD#5 inspection

benefits to both the Fire District and the City (attached to this memo). Staff agrees with the basic analysis, which indicates that increased frequency of inspections and coordinated inspections, which would cover all of PCFD #5, would benefit both the City of Gig Harbor and Pierce County citizens. Also, having a person doing the inspections, who will have the Fire Code as a primary interest, not just one of a multitude of codes to enforce, will allow specialization and be less confusing to city clients.

As described within, the PCFD#5 proposal for Fire Marshal inspection services, coordinated training of PCFD#5 personnel, and the additional education services to the business community and property owners will increase the opportunity for fire protection and tend to reduce insurance costs to area businesses.

The inspection process as described by PCFD#5 would involve both the City of Gig Harbor and PCFD#5. After inspections are completed, if corrections have not been achieved through the normal inspection process, then the City of Gig Harbor would be obligated to enforce the correction as determined by the City Fire Marshal and the City Prosecutor through issuance of a citation with enforcement through the Gig Harbor Municipal Court.

The following description of shared services should help to define some of the services that the City would expect from the PCFD#5 Deputy Fire Marshal/Inspector.

On September 14, 2000, in a meeting including Steve Bowman and Penny Hulse, Fire Prevention Chief PCFD#5 and Eric Watson, PCFD#5, the following description of shared Fire Marshal duties was defined for consideration:

The PCFD#5 Deputy Fire Marshal/Inspector shall:

1. Inspect buildings and structures within the City of Gig Harbor as stated in the attached inspection schedule. Coordinate with PCFD#5 staff the scheduling of inspections, provide property owner notification of inspection date and the issuing of correction notices as required.
2. Review plans for new construction and make recommendations to the City Fire Marshal who will refer the recommendations to the applicant. All correspondence relative to new construction and change of use to be issued from the City only.
3. Coordinate school fire drills within the City of Gig Harbor.
4. Inspect fireworks stands and special events (business license).
5. Attend pre-application meetings with City staff to review proposed projects and give PCFD#5 comments to the City Fire Marshal on such items as:
 - a. Fire Department auto-fire sprinkler system connection site locations
 - b. Fire lane locations and identification
 - c. Fire Department vehicle set-up areas
 - d. Fire Hydrant locations
 - e. Knox box and fire alarm annunciator locations
6. Attend Building Code Advisory Board and City Council meetings to represent PCFD#5 and give recommendations for Fire Code changes or other Fire Marshal action requiring PCFD#5 comments.

7. Respond to complaints relating to Fire Code issues and forward recommendations to City Fire Marshal for action.
8. Take applications and collect permit fees for Fire Code permits and make necessary inspections for uses within existing buildings. Recommendations to be forwarded to the City Fire Marshal who may request additional information to allow review and issue or deny the permits.
9. Attend Fire Alarm and Auto-Fire Sprinkler System inspections and insure PCFD#5 has necessary information on new systems.
10. Attend final inspections of new construction and insure PCFD#5 has necessary information on new buildings and facilities.

The City Fire Marshal shall:

1. Enforce corrections which have been initiated by PCFD#5 in which compliance has not been achieved through usual methods of encouragement.
2. Make necessary inspections prior to issuing a citation.
3. Issue citations when required to obtain correction.
4. Completion of all necessary documentation to be submitted to Municipal Court when issuing a citation.
5. Represent the City as Fire Marshal during court proceedings.
6. Represent the City at all pre-application meetings.
7. Submit Fire Marshal site plan review comments for consideration by the Hearing Examiner.
8. Review each submittal for Uniform Fire Code "Alternate Methods or Use". Issue approvals or deny application.
9. Represent the City before the Building Code Advisory Board (BCAB) during appeal hearings.
10. Attend Building Code Advisory Board and City Council meetings to represent City Staff and give recommendations during Fire Code changes or other actions relating to Fire Codes.
11. Review submittals, require additional information, issue or deny all Fire Code Permits.
12. Coordinate with PCFD#5 plans and related project information to allow review and comments.
13. Inspect all new construction, and fire protection systems. PCFD#5 to attend the inspections to allow sharing of information regarding new fire protection systems.
14. Obtain necessary warrants to allow site entry when entry is denied by the property owner/tenant.
15. Issue certificates of occupancy.
16. Attend weekly meetings with PCFD#5 to coordinate Fire Code enforcement and plan review.
17. Provide hydro tests and inspections of fire system lines to buildings.
18. Plan review for all new construction including:
 - a. Auto-fire sprinkler and alarm systems.
 - b. Building exiting and fire resistive construction
 - c. Fire stops, fire dampers, draft stops, smoke venting, exhaust systems and grease hoods with fire protection systems.

The following is a list of proposed inspections to be completed by the PCFD#5 Deputy Fire Marshal/Inspector:

Building/Use:	Month	Frequency
Churches & Other Assembly Bldgs	Feb	Annual
Private Schools	March	Annual
Daycare	March	Annual
Gas Stations	April	Annual
Grocery Stores	May	Annual
Retirement Homes	May	Annual
Apartments, Hotels & Motels	June	Annual
Public Schools	July	Annual
Paint Stores, Marinas & Shooting Range	August	Annual
Restaurants	September	Annual
Retail Stores	October	Annual
Offices	November	Annual

Other Duties:	Month	Frequency
School Fire Drills	October	Annual

Christmas Trees (Assembly & Offices)	December	Annual (Flame Retardant Treated or Watered)
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New Construction	Hydro Tests, Rough-in & Final Inspections (Attend for PCFD#5 information gathering)	
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PCFD#5 will be the employer and will draft a job description and provide all personnel review/supervision. An annual review of services could be provided in the form of a report from PCFD#5 to the City Council.

FISCAL CONSIDERATIONS:

The City Fire Marshal estimates that if FM inspection services are provided by PCFD#5 that at least 2 ½ hours of city Fire Marshal staff time per work day will be conserved. Additionally, clerical staff would conserve 2 hours of city staff time per work day under this scenario. The net total annual value of wages and benefits available for other city uses in this case totals **\$29,900**.

If the City Council elects to budget for an interlocal agreement with PCFD#5 in order to provide for Fire Marshal inspections, the 2001 budget should reflect the necessary funds for the contract.

Estimated cost to the City of Gig Harbor	\$27,293
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Note: PCFD#5 would budget to provide initial program costs at \$118,586.00/year. Revenues are

untested but estimated at \$64,000 and PCFD#5 will agree to share 50% of the cost balance with the City of Gig Harbor.

If in the alternative, however, the City Council elects to budget for a Deputy Fire Marshal as a new city staff person, then the 2001 budget would need to reflect the new job description and necessary funds for the position. The city FM estimates that such a hiring would conserve 3 ½ hours per work day of the current Fire Marshal's time. In contrast, clerical staff would devote 1 additional hour of city staff time per work day under this scenario. The net total annual value of wages and benefits available for city other uses in this case totals **\$27,040**.

Estimated cost	(\$42,000 Salary + \$14,000 benefits)	\$56,000.00
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RECOMMENDATION:

I recommend that the Gig Harbor City Council authorize the City Administrator and the City Attorney to draft an interlocal agreement for City Council consideration that would facilitate PCFD#5 fire inspection services for the year 2001.

Fire Code Inspection Program

Fire Suppression activities are not the only way to combat fires: a well-planned and executed fire prevention and inspection program is a less expensive and more effective way to accomplish the mission of Pierce County Fire District 5.

"To provide high quality, cost effective services to the Gig Harbor Peninsula and mutual aid areas, for the preservation of life, property and the environment."

Why Bother with Fire Prevention?

Fire doesn't only disrupt the lives of those directly involved, but also threatens the existence of the entire community and the government agencies that serve it, including the fire department. Fires, not only kill and injure people, they destroy businesses. The loss of jobs leads to erosion of the tax base, which in turn force cutbacks in government spending. Governments are forced to choose between education, public safety, and other services such as libraries and parks. Every fire affects every member of the community through increased cost for government services, loss of jobs and productivity, erosion of the tax base, and increased insurance premiums. We all pay for our neighbor's fires, so we all have a vested interest in preventing the same.

In addition, every fire puts our work force at risk. Fire fighters involved in prevention activities are in an excellent position to evaluate and eliminate risks to citizens, our business community and themselves. Their familiarity with commercial structures allows them to prepare for known concerns before they encounter them during a fire. Reducing fire hazards in our commercial structures is one of our best ways to reduce risks to firefighters.

Five Good Reasons Why District 5 Should Do Inspections

- Increased frequency
- Current Staff fully certified.
- Company Familiarization with Commercial Structures/Preplanning process.
- Fire Fighter Safety
- Reduce public confusion

Frequency: Currently the City and County are able to inspection our commercial structures once every 3 years. The City inspects Assembly and High Hazard annually as well. Through the use of a Company Inspection Program and an experienced inspector, we should be able to visit every commercial occupancy at least once a year, (800+).

A list of the frequency is attached.

The City of Gig Harbor charges a fee of \$47.00 per inspection. The City of Gig Harbor is only able to target specific occupancies as is noted on the following page. In addition to their list I would recommend annual inspections of all other commercial structures.

According to the City's Business License list that would be approximately 700 occupancies. Additionally we would look at the commercial occupancies in the county area.

We received deficiency points in the City and the County for frequency of inspections. In addition, we received deficiency points for lack of inspector certification.

Certification: Deficiency points were also awarded due to lack of fire code certification for city inspections. Over 90% of our commercial occupancies lie within the city boundaries. Currently, both Penny and Nanette are code certified.

Company Familiarization and Preplanning: It is our recommendation that we assign low hazard commercial inspections to our suppression crews. They currently tour commercial buildings for familiarization and preplanning purposes, and company level inspections would not only enhance this process it would make it a higher priority. Then each year as they return for their annual inspection, they can update the occupancy's pre-incident plan. Low hazard inspections will represent approximately 80% of all inspections. It should be noted, that the other assembly and high hazard occupancies, assigned to the inspector, will still require annual familiarization tours for response personnel familiarity.

Fire Fighter Safety: Preplanning and inspections add to fire fighter safety. Familiarity allows fire fighters to make fast and learned decisions when faced with emergencies.

Citizen Confusion: We currently have two agencies overseeing inspections on the peninsula. This coupled with the fact that the normal citizen believes that the Fire Marshal works for the fire department has led to many calls for information that must be forwarded to the appropriate agency. Taking on the inspection program and related Fire Marshal duties will eliminate most of that confusion. We will have to work closely with both building departments, but the citizen will not be searching for the appropriate agency to answer fire related concerns.

Ultimately, we would be able to reduce our insurance rating and reduce the cost of insurance for all our constituents.

Authority to Inspect

Code Enforcement Authority

Currently the authority to administer and enforce the Uniform Fire Code rests with the City of Gig Harbor and Pierce County. Should we decide to take on this responsibility it would require a formal contract for services with each corresponding agency. In addition, policies and procedures must be formally adopted by the fire department to guide our conduct and authority. The Uniform Fire Code provides the authority for inspections:

Uniform Fire Code – Section 103.2.1.1 General

The chief is authorized to administer and enforce this code. Under the chief's direction, the fire department is authorized to enforce all ordinances of the jurisdiction pertaining to:

1. The prevention of fires,
2. The suppression or extinguishment of dangerous or hazardous fires,
3. The storage, use and handling of hazardous materials,
4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire-extinguishing equipment.
5. The maintenance and regulation of fire escapes,
6. The maintenance of fire protection and elimination of fire hazards on land and in buildings, structures and other property, including those under construction,
7. The maintenance of means of egress, and
8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

Note

- **Contracts must be drafted. (Sample Contracts attached)**
- **Policies must be written and approved. (Sample Policies in Attached)**

Liability

The Uniform Fire Code also provides for liability protection for inspection practices. In addition we should consult with our insurance carrier to evaluate the coverage currently carried by the district.

Uniform Fire Code – Section 101.5 Liability

The chief and other individuals charged by the chief with the control or extinguishment of any fire, the enforcement of this code or any other official duties, acting in good faith and without malice in the discharge of their duties, shall not thereby be rendered personally liable for any damage that may occur to persons or property as a result of any act or by reason of any act or omission in the discharge of their duties. Any suit brought against the chief or such individuals because of such an act or omission performed in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgement resulting therefrom shall be assumed by this jurisdiction.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming such liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

Immunity Rulings

Over the years, there has been some court rulings against the immunity provisions of the model codes. The courts have ruled that the immunity provisions conflict with statutes that establish an inspection authority and require the enforcement of codes and regulations. In other words, a community cannot be required to do something and at the same time be immune from liability if it or its officers (inspections) do the job inadequately or negligently. Most agencies indemnify their fire inspection personnel or provide liability insurance to protect them in the areas that they may be held liable.

Example: A 1076 court ruling (Adams V. State of Alaska) held that fire inspectors, in conducting code inspections, had taken on a duty and must use reasonable care in the exercise of that duty. For example, if fire inspectors inspect a property and determine that violations are present but fail to follow up to ensure that the violations are corrected, they can be held liable if a fire related to the violations occurs. In addition, they can be held liable for the deaths or injuries resulting if they can be attributed foreseeable or in fact to the code violation.

The uniform fire code contains a *duty to inspect clause*. This clause is significant to the fire department's decision to take on code enforcement. The clause does not allow for

selective enforcement; rather, it charges the inspecting agency with total enforcement. This means that the inspecting agency can not target only certain buildings within their jurisdiction for enforcement. The code must be applied equally, within reason, to all applicable occupancies in a given jurisdiction. Failure to follow this clause may subject the department or individual fire inspector to personal and professional liability, such as the Adams v. State of Alaska case. (Section 103.2.1.1 above).

In situations where the enforcing agency does not have technical expertise to determine if the intent of the code has been satisfied, the enforcing agency is authorized by the Uniform Fire Code to request Technical Assistance from a more highly trained individual at no cost to the enforcing agency. *Example: the use of alternative building materials or fire protection systems to meet the intent of an existing code requirement.*

Right of Entry

The right to enter a property to inspect for code compliance is essential in order for fire inspectors to fulfill their duties. In most cases, the issue of right to enter is not a problem. However, the U.S. Supreme Court has ruled that property owners have the right to refuse admittance to an inspector unless the inspector has obtained a warrant based on the belief that a serious fire hazard exists on the property.

The U.S. Supreme court has held that portions of commercial premises that are not open to the public may only be entered for inspections without consent of the owner through prosecution or physical force within the framework of a warrant procedure. For the actual documentation on this ruling review See v. City of Seattle 387 vl. 541, 87 S. Ct. 1737.

Note: See Appendix A – Summaries of Court Decisions Regarding Liability

Policy

It is my recommendation that we adopt the following guidelines for Inspections:

- Inspectors must be adequately identified.
- Inspectors must state the reason for the inspection.
- Inspectors must request permission for the inspection.
- Inspectors should invite a building representative to walk along during the inspection.
- The local electrical, mechanical, plumbing and building inspectors may also participate in the inspection. It is best to try to do all of these at once to avoid the appearance of harassment of the occupant.
- Inspectors should carry and follow a written inspection procedure.
- Inspectors should request a search warrant if entry is denied.
- Inspectors may issue stop orders for extremely hazardous conditions, even if entry is denied, while search warrants are being prepared.
- Inspectors should have guidelines available that define conditions whereby they may stop operations without obtaining either permission to enter or a search warrant.
- Inspectors should be sure that all licenses and permits indicate that compliance inspection can be made throughout the duration of the permit or license.
- Inspectors must be trained in fire hazard recognition and in applicable laws and ordinances.
- Inspectors should develop a reliable record keeping system of inspections.

NOTE: See New Construction – Plan Review and Final Inspections

Permitted Occupancies:

Most agencies adopt ordinances that provide for the issuance of permits for special operations and conditions within their jurisdiction. A permit is an official document that grants a property owner or other party permission to perform a specific activity.

Typically, permits are used to control:

- Maintenance, storage or use of hazardous products.
- Hazardous operations.
- Installation/Operation of equipment in connection with the first two activities.

Section 105 – Permits (Uniform Fire Code)

105.2.1 General. A permit constitutes permission to maintain store, use or handle materials, or to conduct processes, which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permission shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law.

The purpose of the permitting process is twofold. First, by requiring occupants or property owners to obtain permits when they are seeking to install, store, or use hazardous products or operations, fire inspection personnel will have the opportunity to ensure that these conditions will meet the applicable code requirements. This allows fire personnel to devote specific attention to potential target hazards within their response area. Secondly, and perhaps an even more basic reason for permits, the permitting process should ensure that no hazardous situations develop within the jurisdiction of which fire department personnel are not aware.

Permits should only be issued if the condition being permitted meets applicable code requirements or regulations. In general, permits are not issued to allow the party to disregard or exceed code requirements in any manner. (See Appendix D for Uniform Fire Code Permit list.)

Permit Process

Application: Most jurisdictions have a specific form that the applicant must complete. This form may be obtained from the fire inspector, other code enforcement personnel, or a designated municipal office. Depending on the type of permit being sought and agency requirements, the applicant may be required to submit additional documentation along with the application.

Examples:

- Shop drawings
- Construction documents
- Plot diagrams
- Material safety data sheets or other chemical documentation.

A fee schedule must be adopted and adhered to.

The application is submitted with the appropriate fee. The agency provides a review of the application and either approves or rejects the application. Once accepted an inspection is provided to assure that all requirements of the permit are being fulfilled. Permits have time frames, generally one year from the date of issue.

It is my recommendation that fees continue to be collected by the City. Our contract with the City and the County can take this into account when we determine the cost of providing the inspection services for both the City and the County.

Attached is a copy of the City's and the County's Permit Fee Schedule.

Note on Fees: It will be important for us to determine the amount of monies generated by inspection and permit fees. This money will offset the cost to the city for our services. If I do a rough estimate - based solely on one inspection per commercial occupancy, \$32,000 is generated annually. This does not take in to consideration the income generated by permit fees or re-inspections. I think we could safely double this figure to \$64,000.

Personnel Needs

Currently the prevention bureau consists of a Division Chief, and one Prevention Specialist. Job Descriptions are attached. The Division Chief's role has expanded to include Plan Review, new construction recommendations, fire system testing, pre-incident planning, assembly occupancy inspections with Steve Bowman, and records management. In addition the position oversees the Prevention Specialist.

I recommend the following changes in personnel to support the addition of an inspection program:

1. Hire an Experienced Inspector: to oversee a Company Inspection Program, perform Permitted Occupancy Inspections, and provide Business Safety Education Programs, such as evacuation procedures and fire extinguisher training. Thus working primarily with commercial occupancies to encourage code compliance through both education and enforcement. (Although both Nanette and I currently hold inspection certifications, neither has adequate field experience.)

Experience will be important to fulfill the requirements of this position. This position will not have the luxury of working with others with more experience, they will have to bring expertise with them. Interpretation of the code is the area of most concern. An experienced person will have had experience identifying reasonable alternatives to meet the intent of the code. A novice is limited in their ability to judge alternative. Someone from a larger department would be preferable. The following minimums should be sought:

- ICBO Certification, plus one renewal.
- Three years in an active bureau with a wide range of occupancy types.
- Public Speaking experiences.
- Experience with hazardous material storage and use.

2. I would simultaneously recommend that we take advantage of Nanette's code enforcement training by assigning her to oversee "Assembly Occupancy" inspections along with her Community Education assignment. While Nanette has been trained to perform inspections, she has little field experience. Her role as community educator provides her with an excellent opportunity to build good relationships with schools, churches and other assembly occupancies.

It would be my recommendation that we equalize the two positions. This would allow us to provide:

- Cross Training
- Dual Assignments
- Better Customer Service during regular leave of absences
- No Break in Services due to extended leave or change in employees

It is my recommendation that the salary be set to reflect that both specialists are equal. Both will provide education and enforcement services for the district.

I have developed and attached a job description for the Prevention Specialist position. The job description allows for the two specialists to have a lead role on their specific specialty and a secondary role in the other specialty area.

Cost of an additional Prevention Specialist:

Salary: \$57,000

Benefits: \$11,093

Uniforms: \$500

Vehicle: Use reserve prevention van until new replacement is scheduled.

Computer and other office equipment.

3. Offer Position in-house.

We could offer the position in-house if we have interested and qualified applicants. This consideration would require a lengthier transition period from City to District, while district staff is brought up to speed on code updates and compliance issues.

Civilian Vs Uniformed Employee

Currently our division is considered uniformed. I would recommend that this remain consistent with the new hiring.

Note: This will require a negotiation with Local 3390.

Clerical Support

In addition to an inspector, code enforcement will require continuous clerical support. It would be my recommendation that a secretary be assigned to the division. A full time position would allow this employee to support all prevention division needs and act as a receptionist at 5-1, assuming we are all housed there.

It would also be my recommendation that this secretarial position reports directly to the Prevention Division Chief and become a vital member of the prevention team. Code enforcement and plan review requires a specific level of knowledge and the individual must become familiar with both legal and contractual requirements to support the division. This is not a position that can be replaced frequently and maintain the desired level of continuity.

The secretary would support the inspection program by providing follow-up written documentation, maintain occupancy files, prepare classroom handouts, manage water company contracts,

Costs

Salary: \$30,500

Benefits: \$5,500

Uniforms: \$500

Computer and office equipment.

Division Assignments

Company Level Inspections -
year)

Routine Maintenance Inspections (700 per

Prevention Secretary -

Prevention Support
BC Clerical Support
Reception 5-1

Prevention Specialist Code Enforcement -

Permitted Occupancies
Company Inspection Program
Business Safety Education

Prevention Specialist Public Education -

Assembly Occupancies
Community Education

Division Chief

Preplanning
Knox
Plan Review/New Construction Final
Inspections

Cost of Inspection Program

Personnel – Ongoing costs

(Adjusted Annually)

Prevention Chief (.25 FTE – Supervision and Plan Review)	25,000.00
Prevention Specialist assigned to Code Enforcement	
Salary and Benefits	74,536.00
Uniforms (Annual Maintenance)	500.00 (Annually)
Secretarial Support Position	
Salary and Benefits (Based on .75 FTE in Prevention Bureau)	25,550.00
Office Space & Equipment (Shared Office Space)	2,400.00
Staff Vehicle (Based on \$300 per month allocation)	3,600.00
Annual Continued Training	2,000.00
Total	\$113,586.00
Startup Costs (First Year Only)	
Hiring Process	3,000.00
Uniforms (Initial Expense)	2,000.00
Total	5,000.00
Grand Total	\$118,586.00