

Gig Harbor City Council Meeting

**June 23, 2008
6:00 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 23, 2008 – 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Jun. 9, 2008.
2. Receive and File: a) Building and Fire Safety Monthly Report b) Crescent Valley Alliance Award for Arbor Day.
3. Liquor License Renewals: The Keeping Room; Harbor Rock Café; Hunan Garden Restaurant; Kinza Teriyaki; Spiro's Bella Notte.
4. Concerts in the Park – Revised Contract.
5. Renewal of Peninsula Gateway Agreement.
6. Street Naming – Lydian Place Development.
7. Sanitary Sewer Facilities Easement and Maintenance Agreement for Ford Short Plat.
8. KLM Veteran's Memorial Park / 50th Street Improvements – Contract Amendment #1.
9. Kitsap Peninsula Clean Runoff Collaborative – Interlocal Agreement.
10. Phase I – First Western – Pinney Parcel B Property.
11. Public Works Maintenance Facility Architectural Services Contract.
12. Eddon Boat Restoration Contract – SHKS.
13. Quit Claim Deed – Norma McKenzie.
14. Parks, Recreation and Open Space Update Contract.
15. Amendment to the Agreement with the Gig Harbor Peninsula Historical Society.
16. Proclamation: CenturyTel Week.
17. Approval of Payment of Bills for June 23, 2008:
Checks #57973 through #58138 in the amount of \$1,686,042.19.

PRESENTATIONS:

1. Recognition of Chamber of Commerce, Knights of Columbus and Blessing of the Fleet Committee for the Maritime Gig and Blessing of the Fleet Events.
2. Proclamation: CenturyTel Week.

OLD BUSINESS:

1. Third Reading of Ordinance – Nonconforming use and structures amendment / (ZONE 08-001).

NEW BUSINESS:

- ~~1. Wetland Mitigation Site Acquisition.~~

STAFF REPORT:

1. Gig Harbor Police Department – May Staff Report.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Workstudy Session: Mon. June 30th at 6:00 p.m. – Utility Rates.
2. GH North Traffic Options Committee – Wednesday, July 9th, at 9:00 a.m. in Community Rooms A & B.
3. City Council Retreat – July 11th at 8:00 a.m. in Community Rooms A & B.
4. Community Meeting with Congressman Norm Dicks – Monday, July 21st at 5:00 p.m. Civic Center Green.

ADJOURN TO EXECUTIVE SESSION: To discuss property acquisition per RCW 42.30.110(1)(c).

ADJOURN:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Workstudy Session: Mon. June 30th at 6:00 p.m. – Utility Rates.
2. GH North Traffic Options Committee – Wednesday, July 9th, at 9:00 a.m. in Community Rooms A & B.
3. City Council Retreat – July 11th at 8:00 a.m. in Community Rooms A & B.
4. Community Meeting with Congressman Norm Dicks – Monday, July 21st at 5:00 p.m. Civic Center Green.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JUNE 9, 2008

PRESENT: Councilmembers Ekberg, Conan, Malich, Payne, and Kadzik and Mayor Hunter. Councilmembers Young and Franich were absent.

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE:

Mayor Hunter recommended amending the agenda to move New Business Item No. 1, Proposed Closure of Canterwood Boulevard to the beginning of the meeting before Old Business.

MOTION: Move to amend the agenda as recommended.
Kadzik / Malich – unanimously approved.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of May 27, 2008.
2. Receive and File:
 - a) Skansie Ad Hoc Committee Minutes of May 20, 2008
 - b) AWC RMSA Loss Control Grant.
3. Appointment to the Planning Commission.
4. Appointments to the Design Review Board.
5. 2008 Water main Replacement Materials Testing – CTL Testing Lab.
6. Crescent Creek Shelter & Restroom Re-Roof Contract.
7. Storm Water Facilities Maintenance & Restrictive Covenant Agreement – The Ridge at Gig Harbor (formerly Harbor Estates).
8. Resolution – Final Plat for The Ridge at Gig Harbor.
9. Approval of Payment of Bills for June 9, 2008:
Checks #57862 through #57972 in the amount of \$345,062.97.
10. Approval of Payroll for month of May:
Checks #5110 through #5136 and direct deposits in the amount of \$345,018.74.

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

PRESENTATIONS:

1. Recognition of Betty Willis – Service on Gig Harbor Arts Commission. Mayor Hunter asked Betty Willis to come forward and be recognized for serving two terms plus one year on the Gig Harbor Arts Commission. He presented her with a plaque. Ms. Willis said that it was a rewarding effort and she enjoyed the time she served.
2. “Outstanding Wastewater Treatment Plant” Award Presentation. Mayor Hunter presented the award to Darrel Winans, Treatment Plant Supervisor while explaining that this plant is one of 73 out of 300 in the state receiving this award. He praised the efforts of the crew in dealing with an antiquated system. Darrel thanked the Mayor and Council for the continued support before he introduced the members of his staff present: Norine

Landon, Joe Pominville, Matt Quinlisk, and Chuck Roy. Members not present: Jim Landon, Larry Washburn and Shane Colglazier, Summer Help. He said that the city is blessed with this outstanding staff and he looks forward to working through the upgrades to the plant.

3. Destination Imagination Presentation – Students from Kopachuck Middle and Voyager Elementary Schools. Mayor Hunter introduced this presentation by students who were involved with this program.

Casie Lively came forward and introduced the two Destination Imagination teams from Gig Harbor that qualified to go the Global Final Competition in Knoxville, Tennessee where they competed against 1,038 other teams from around the world. Students from each team took turns coming forward to describe the program, their presentation at the finals and the skills that the students develop by being involved. They introduced Kathryn Stewart, Team Manager for both teams. The Kopachuck Middle School Team consists of: Casie Lively, Cheyenne Wong, Jacob Stewart, Phillip Olson, and Zoe Pollard. The Voyager Elementary School Team consists of: Blake Swanson, Cayla Berejikian, Mikayla Stewart and Reiley Diloreto. The Kopachuck Team won first place at the Global Finals with their presentation: “Not available in a store near you” and the Voyager Team won 6th with their presentation: “Fairytale Frenzy.”

Mayor Hunter congratulated the students on their success. Councilmember Kadzik said he is proud of the quality of these students and praised their ability to speak in front of the assembly so well.

Mayor Hunter then announced that because so few citizens signed up to speak on the Canterwood Boulevard Closure, he would feel more comfortable moving this until later to see if more people arrive.

MOTION: Move to amend the agenda to move the Canterwood Boulevard Closure back to New Business.
Malich / Ekberg – unanimously approved.

OLD BUSINESS:

1. Third Reading of Ordinance – R-2 Zoning District Amendment (ZONE 08-0002). Jenn Kester, Senior Planner presented the background on this ordinance. She explained that the motion to adopt this failed at the last meeting but several Councilmembers asked that it be brought back for consideration.

Ms. Kester addressed Councilmember Malich’s questions on minimum lot size, density and impervious coverage.

MOTION: Move to adopt Ordinance No. 1130.
Kadzik / Payne – five voted in favor. Councilmember Malich voted no.

2. Second Reading of Ordinance – PRD and PUD amendments (ZONE 07-0020).

Ms. Kester briefly described the basics of this ordinance to clarify both PRD and PUD processes. She explained that additional language had been added for consistency in describing the increase in a PUD verses a PRD.

MOTION: Move to adopt Ordinance No. 1131 as amended.
Payne / Kadzik – unanimously approved.

3. Second Reading of Ordinance – Nonconforming use and structures amendment (ZONE 08-0001). Ms. Kester presented this ordinance to amend the nonconformities chapter of the zoning code. She said that after questions at the last meeting, staff further discussed the issue of construction costs, and is proposing an amendment to remove the language allowing the use of a contractor's estimate in calculating replacement value. All changes would be valued off the city's square foot construction cost table for consistency and equality. The cost table will be updated and then adjusted on a yearly basis.

Councilmember Ekberg said he would like additional information on how other cities handle the rebuilding of non-conforming. He suggested that the ordinance could come back for a third reading. Ms. Kester responded that there are differing opinions and offered to bring back a table that shows some of the differences.

Councilmember Payne asked about the square foot construction cost table. Ms. Kester explained that her understanding is there is a state-wide standard that the Building Official reviews as well as construction cost indexes.

Councilmember Kadzik asked if there are allowances in the index for different types and quality of construction. He voiced concern that if it is an average number, then the excellent quality of construction in some of the more historical homes may result in a skewed result. Ms. Kester responded that construction types are based on the building shell materials and not quality. She said she would look into this issue further.

Ms. Kester addressed concerns voiced by Councilmember Kadzik on the requirement to reconstruct to comply with all other applicable codes to the maximum extent possible. She said that this would be an interpretation question for the Director who would look at all sections of the code, including the Design Manual Standards.

Ms. Kester then explained that with the current code, remodels that change major structural components must come into almost complete compliance with the code, which is next to impossible. This proposal would allow a remodel to up to 50% of the replacement value. There is currently a provision that allows structural repairs to maintain stability and/or general maintenance to non-conforming structures. Remodels that do not increase the non-conformity are also allowed.

MOTION: Move to table this for a third reading with additional information on the construction cost table and how other jurisdictions address non-conforming uses.

Malich / Ekberg – unanimously approved.

4. Tides Tavern Lease Agreement – Jim Morton. Rob Karlinsey said that Peter Stanley has not signed the lease approved by Council earlier this year and wishes to provide different language regarding the length of the lease.

James H. Morton – Attorney for Peter Stanley. Mr. Morton clarified that Mr. Stanley owns the property and leases it to Dylan Enterprises, Inc. which operates as The Tides Tavern. Mr. Morton said that the lease that they proposed was for 20 years with a provision to review the rent amount every five years. The city's legal counsel recommended that the entire lease agreement be opened every five years, which was approved. He stressed that Mr. Stanley has allowed the public to use his dock resulting in a benefit to the citizens. He asked Council to reconsider the lease terms for a twenty-year period with the rent open for review in five year increments. If further compromise is important, then at ten years the lease options could be open for full consideration.

Carol Morris, City Attorney, explained that the reason behind the language that the entire lease be considered in five-year increments was to address the concern that the city may want to use the street-end property at some time in the future. She suggested one way to address this is to amend the verbiage from "...the terms of which *shall* be renegotiated..." to "*may* be negotiated..." so that it wouldn't be required but the option would remain.

Mr. Morton pointed out that the small size of the tideland in question.

After further discussion Councilmember Payne recommended amending the language to read "...the terms of which the rent may be adjusted not to exceed three (3%) per annum each five-year term. The full terms are to be negotiated by the parties every ten years."

Mr. Morton agreed to this. He was asked to redraft the lease to bring back for final adoption.

NEW BUSINESS:

1. Proposed Closure of Canterwood Boulevard. Mayor Hunter announced that David Stubchaer, Public Works Director, has a PowerPoint presentation, and the city's consultants are present to address questions. The Mayor continued to make several points:

- The new hospital is good for the community and the city has taken the necessary steps to make it a reality.
- There will be inconvenience with the road closure but hopefully it will be a shorter period than if the road is left open.

- There are issues as a result of requirements by several state and federal agencies in order to meet the short “fish window” of September 15th.
- The consultants and WSDOT have recommended closure of the roadway during construction to meet this window.
- The use of flaggers will cause backups into the roundabouts, more confusion and possible backups onto Highway 16.
- Alternates such as temporary bridges or roadways are not practical due to the adjacent wetlands and topography.

The Mayor then introduced the city’s new Public Works Director, David Stubchaer who gave a short history behind the improvements to Canterwood Boulevard and the reasons why road closure is being recommended.

At the conclusion of the PowerPoint presentation, Mayor Hunter opened the meeting for public comments. He called upon the first person who signed up to speak, who responded that his questions had been answered during the presentation.

Doug Allen – Chair for the Canterwood Homeowners Government Relations Committee. Mr. Allen said that some of his questions had been answered with the presentation as well. He voiced his concern with efforts to reduce the impact of the closure. He said that the signal at SR302 in Purdy is already a problem and currently backs up traffic to Highway 16. He asked if the interim Signal at 144th is a sure thing.

David Stubchaer responded that the County is in favor of this solution and we are in the discussion phase at this time. Mr. Allen pointed out that this is a major intersection and with school bus traffic it becomes a dangerous, blind intersection. He highly recommended a traffic signal.

Mr. Allen then asked if construction would continue twenty-four hours a day, seven days a week. Mr. Stubchaer responded that this is an option based on a review of the schedule by WSDOT. The goal is to keep the closure as short as possible and to meet the fish window.

Mr. Allen asked if there would be an ambulance at the station at 144th or just an engine company.

John Burgess, Assistant Chief, Pierce County Fire Protection District #5. Asst. Chief Burgess stated that the city was great to come to the fire district to work together on a solution. He said that Canterwood Boulevard is a major thoroughfare which is a concern. He explained that they plan on staffing an engine company with all-risk apparatus. This will allow them to maintain a four-minute response time. The ALS service will remain on Bujacich Road to serve the Urban Growth Area with an eight-minute response time. He closed by saying that the district feels very good with what the city is doing.

Mr. Allen said that this covers most of the major questions and he will address other concerns with the City Administrator as the project progresses.

County Councilmember Terry Lee. Councilman Lee said that he resides in North Rosedale and he is here to listen to the comments and to make his office available to help facilitate the project. He offered to help with interim signalization at 54th and 144th and/or to coordinate the improvements to the Peacock Hill / 144th Street Intersection, both which are county roads that will be impacted by the road closure. He said areas of concern are emergency medical services and those concerns voiced by regular users of Canterwood Blvd. He asked that the city please use him as a resource during this period of road closure.

Rob Karlinsey clarified that the cost to fund the additional EMS Services at the station on 144th will be a city project cost.

Bud Wagner – Franciscan Health Services. Mr. Wagner voiced his appreciation with the involvement of city staff, adding that he understands that we are “between and rock and a hard place” with this project. Mr. Wagner explained that the hospital will be impacted by the road closure in terms of deliveries. The hospital expects to receive the keys to the building in November so there will be lots of activity between now and then, but they will work around the closure. He said that it is important to recall when we planned a hospital they knew that there are approximately 3500 ambulances leaving this area on an annual basis, many of will come to St. Anthony’s once its open. The road improvements, though tough to go through now, will be critical when the hospital is open.

Rob Karlinsey addressed questions about the additional EMS Services. He said that the estimated cost will be \$2000 per day until October when it would drop to \$1000 per day; another incentive for getting project completed as soon as possible.

Councilmember Ekberg thanked the staff, the consultants and the community at large for working through plans for a project with such difficult time constraints. He said that staff has done a wonderful job of notifying the community and getting us to this point. He added that he hopes the project goes smoothly.

Councilmember Payne asked for a listing of agencies that are stakeholders and were contacted during the planning phase of this project. Mr. Karlinsey responded with the following agencies: Pierce Transit, Washington State Patrol, Fire District #5, Pierce County Sheriff, Peninsula School District, and Pierce County, Washington State Dept. of Transportation, Peninsula Light, and CenturyTel. He commented that there are a lot of people who have come together as a team to meet the schedule.

Rob then recognized Mark Stein grave from WSDOT and thanked him and his staff for all the support. He then thanked the consultants from David Evans and Associates for their agility in changing course during the project design.

Mayor Hunter praised Scott Schwarz, biologist with DEA, for his upbeat attitude. He then thanked everyone for coming.

2. Bogue Viewing Platform – Public Art. Bob Sullivan, Chair of the Gig Harbor Arts Commission, presented information on a proposal for public art at the Bogue Viewing Platform to honor the Scandinavian heritage in the community.

Councilmember Ekberg voiced support for the project, praising the efforts of the Arts Commission.

Mr. Sullivan responded to questions about the flow chart explaining that the proposal would be routed through the Parks Commission, Design Review Board, and the Operations & Public Projects Committees before a Call for Artists is prepared.

Mayor Hunter said that the project needs to be all inclusive. Mr. Sullivan assured him that this is how it is written.

Councilmember Payne said that he is very comfortable with the process outlined and praised the organization of the group. He said that he is looking forward to the outcome.

Councilmember Kadzik added that he looks forward to adding to the city's artwork portfolio.

STAFF REPORT:

Rob Karlinsey reported on several Parks Commission Meeting items:

- The Parks Commission unanimously recommends a life jacket program at Jerisich Park. Both the Skansie Ad Hoc Committee and Parks Committee voted in favor of a not-for-profit group to run the life jacket program. The city's insurance is okay with this as long as it is clear that it is not being run by the city.
- A local Pickle-Ball group came and asked if the city would be willing install a court. The Parks Commission said no, but they would be willing to look into to painting lines on our tennis court and are obtaining an estimate to do so.
- The YMCA quarterly voucher usage has gone down, and so the current newsletter will have a voucher, so hopefully usage will pick up.
- The Parks Commission is recommending an open house at the Eddon Boat Brick House in mid-July so that people can walk through. Following that they will hold a public hearing to obtain ideas to formulate a recommendation for use of the house to forward to Council.
- The group went to the new Crescent Valley and BMX Parks for an onsite visit. Information from that to follow.

PUBLIC COMMENT:

Greg Moore – Quadrant Homes. Mr. Moore thanked Council for approving the final plat for The Ridge at Gig Harbor. He also thanked Rob Karlinsey and staff for working diligently to get this on the agenda tonight. He reported that they opened for sales last week and had nine sales of affordable housing.

Michael Elwell – 9211 No. Harbor Drive. Mr. Elwell gave a letter to the Mayor as a formal complaint against what he referred to the “Stutz Fuel Oil Dump Yard.” He had a short slide show to illustrate his concerns with the nine vehicles located on this property across from the Tides Tavern. He requested that the city do something about this.

Rob Karlinsey said that Council recently adopted a Junk Vehicle Ordinance. He added that there has already been a complaint on this property and the Code Enforcement Officer, Stephanie Pawlawski, is in the process of notifying the property owner. He suggested that Mr. Elwell contact Ms. Pawlawski so that she is aware of a second complaint.

Nick Pugh – 3711 Ross Avenue. Mr. Pugh said that the Stutz’s trucks bother him as well. He then shared his concern with the number of times that the flag is being flown at half-mast. He said that staff has told him that it is at the recommendation of Governor Gregoire in recognition of soldiers who have died at war. He said that as a former Boy Scout and 20 year Veteran of the Air Force he is sensitive to remembrance, but a recent poll of other local Veterans has indicated a desire to keep the flag at full staff, citing Memorial Day as the time for recognition of fallen soldiers. He said that there is no requirement to lower the flag at the Governor’s suggestion and it’s a difficult thing to manage. He suggested that this would be an excellent project for a Boy Scout to research how the flag is flown and have it presented in the Gateway. This could educate the community and encourage citizens to remember fallen soldiers in another forum while keeping the flag in downtown Gig Harbor at full staff. He then added that he was flattered to receive a call back from the Mayor on this topic.

Councilmember Malich said that as a Veteran, he too would like the flag to remain at full staff as much as possible. Mayor Hunter said that this should be researched on how to best approach this matter.

Councilmember Payne said he has received several inquiries over the past few months on why the flag is at half-mast so often. He said that it is frequent, unfortunately and he is willing to explore and discuss the idea.

Mr. Pugh offered to work with Rob Karlinsey to coordinate the effort to present the information in an appropriate way.

Councilmember Conan said that the city has been posting the information on the website, and it would be nice to work information about the flag into the new web design.

Rob Karlinsey said that although he wants to honor those who serve and the wishes of the Governor, but he never thought lowering the flag would become a staffing issue.

MAYOR’S REPORT / COUNCIL COMMENTS:

Councilmember Malich asked for clarification on whether the city has a voice on rate increases imposed by Comcast. Mr. Karlinsey responded that the franchise agreement requires notification of proposed rate increases but he is not aware of the ability for input.

Councilmember Payne thanked Councilmember Ekberg for the life jacket program concept. Councilmember Ekberg responded that it was Mrs. Ekberg’s idea.

Art in Public Places. Mayor Hunter announced that the City Council, Boards and Commissions were all given a form to complete regarding where they would like to see public art. Only two were returned, and so he asked if Council would fill one out and return it. A letter will be drafted to the Boards and Commissions for further clarification.

Mayor Hunter then announced that the Maritime Gig was a great time and staff did a great job of supporting the function. He said that the city owes a debt of gratitude to the Chamber of Commerce and Knights of Columbus for putting on the events.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Harborview / Judson Street Open House – June 10th, 7:00 p.m., Community Rooms A&B
2. Finance Committee: Monday, June 16th at 4:00 p.m.
3. City Council / Design Review Board Joint Workstudy Session: Monday, June 16th at 6:00 p.m. Community Rooms A&B.
4. Hard Hat Tour of St. Anthony’s: Thurs. Jun 19th at 3:00 p.m.
5. GH North Traffic Options Committee – Wednesday, Jul 9th, at 9:00 a.m. in Community Rooms A & B.
6. Community Meeting with Norm Dicks– Monday, July 21st at 5:00 p.m. Civic Center Green.
7. City Council Retreat – July 11th 8:00 – 1:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(c).

MOTION: Move to adjourn to Executive Session at 8:20 p.m. for approximately 15 minutes for the purposes of discussing property acquisition per RCW 42.30.110(1)(c) and a personnel matter per RCW 42.30.110(1)(f).
Payne / Ekberg – unanimously approved.

MOTION: Move to return to regular session at 8:35 p.m.
Payne / Conan – unanimously approved.

The members of PenMet Parks were no longer present and so Council did not adjourn to the scheduled workstudy session.

ADJOURN:

MOTION: Move to adjourn at 8:35 p.m.
Payne / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 25
Disk #2 Tracks 1- 19

Charles Hunter, Mayor

Molly Towslee, City Clerk

City of Gig Harbor
Community Development Dept.
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Mayor Hunter and City Council Members
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: Rob Karlinsey
Date: 6/5/2008
Re: Building and Fire Safety Report for the month of May 2008

The following report is being provided in an effort to keep you informed of the myriad activities of the building and fire safety department over the past month. If you have any questions please give me a call, e-mail or visit and I'll get you the answers.

Departmental Activities:

During the period building and fire safety staff took part in the following activities:

- Participated in MyBuildingPermit.com committee meetings.
- Participated in Western WA ICC Chapter meeting and training. Congratulations go to Paul Rice who has been elected to the position of Vice President of the Chapter.
- Attended code enforcement process meeting with Consultant and other development services staff.
- Attended Pierce Co. Emergency Operations Center grand opening and tour.
- Participated in Pierce Co. Local Emergency Planning Committee meeting.
- Participated in 3 pre-application conferences and one intake meeting on proposed new projects.
- Participated in project coordination meetings for 5 proposed projects.
- Conducted multiple land information system (Interlocking) policy coordination meetings with development services staff.
- Began working with new inspection/plan review volunteer intern.
- Attended Westside Park progress/status meeting
- Assisted PCDEM with instruction of ICS 200 to City of University Place personnel.
- Coordinated and participated in monthly regional emergency management meeting.
- Attended Public Service Appreciation Luncheon and tour at the WA Corrections Center for Women.
- Participated in State Building Code Council residential fire sprinkler and fire code technical advisory group meetings.
- Participated in WA Assn. of Building Officials executive board meeting.
- Participated in direct reports team building retreat.

New Permit Applications

New Commercial - 2
New Residential - 3 new base plans
Remodel / Tenant Improvement - 5
Other (Includes plumbing, mechanical, fire system, fuel gas, etc.) - 48
Total - 58

Total valuation - \$ 9,012,666.00
Fee revenues - \$ 43,988.26

Large Projects Reviewed and Awaiting Revisions:

Madison Shores Marina
Madison Shores upland development
Northwood Medical Office Building
Mallards Landing buildings 7A-7F
Reikow Office Building

Major Plan Reviews Completed:

Provided comments to on 8 Planning/Engineering permits
Mallards Landing Lot 3 TI
Mallards Landing Lot 3 Sprinklers
St. Anthony's MOB Fire Alarms
St. Anthony's suppression systems
Mallards Landing Lots 2B & C

Permits Issued:

Commercial - 1
Residential - 3 + 13 Base Plans
Remodel/TI - 3
Other - 50

Total Issued - 57

Total Valuation - \$ 3,271,505.00
Fee Revenues - \$ 33,660.30

Permits-By-Appointment: 16

Inspections:

The following inspections were performed:
Periodic inspections - 308
Final Inspections - 46
Certificate of Occupancy - 17

Total - 371

Enforcement:

The following enforcement actions were taken:
Investigations - 4
Stop work orders issued - 2
Citations issued -
Civil NOV's issued - 2

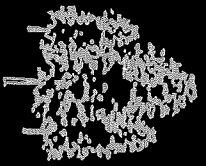
Total - 8

Fire Inspection Referral /Refusal Follow-ups:

Business License Inspections:

Training:

- Participated in Pierce Co. Integrated Emergency Management Course at FEMA Emergency Management Institute in Emmitsburg, MD.
- Attended International Fire Code training at WSP Fire Academy in North Bend
- Attended MBP permit technician training in Sammamish



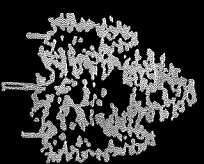
The Arbor Day
Stewardship Award

Presented to

Crescent Valley Alliance

He who plants a tree, plants a hope
Lucy Larcom

Given this day, the 26th of April 2008, by the
Gig Harbor/Key Peninsula Arbor Day Foundation



C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 6/03/08

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20080930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE CAPTAIN'S MATE, INC.	THE KEEPING ROOM, CANDLES & WINE 7811 PIONEER WAY GIG HARBOR WA 98335 0000	086515	BEER/WINE SPECIALTY SHOP
2 STILE, INC.	HARBOR ROCK CAFE' 6565 KIMBALL DR GIG HARBOR WA 98335 0000	081255	BEER/WINE REST - BEER/WINE
3 PANDA INC.	HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	076567	SPIRITS/BR/WN REST SERVICE BAR
4 JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	BEER/WINE REST - BEER/WINE
5 SPIRO'S BELLA NOTTE', INC.	SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	SPIRITS/BR/WN REST LOUNGE +



Subject: Parks & Rec Concerts on the Park (Summer Sounds at Skansie) - REVISED CONTRACT FOR CONCERT DATE AUGUST 19th 2008

Proposed Council Action: I recommend the Council approves the contract as presented.

Dept. Origin: Operations
Prepared by: Marco Malich
For Agenda of: June 23rd, 2008

Exhibits:
referenced contract

Initial & Date

Concurred by Mayor: [Signature] 6/9
Approved by City Administrator: [Signature] 6/9
Approved as to form by City Atty: [Signature] 6/9/08
Approved by Finance Director: [Signature] 6/4/08
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$500, \$500, 0.

INFORMATION / BACKGROUND

Attached you will find 1 contract for the 2008 Summer Sounds at Skansie Concert Series. This contract will replace the contract approved on March 24, 2008 between Lorraine Hart and the City of Gig Harbor for the concert date of August 19th. The new contract is between the City of Gig Harbor and George Edward Seymore, representing Jazz Musette on August 19th at Summer Sounds at Skansie. At the bands request, we changed the person named in the contract, receiving the funds. Other than the named person receiving the funds, the contract remains identical.

FISCAL CONSIDERATION

The contract was budgeted in the 2008 General Fund, Parks & Rec budget, item 9 and previously approved on March 24, 2008.

BOARD OR COMMITTEE RECOMMENDATION

I recommend that the Council authorize and accept the contract.

RECOMMENDATION / MOTION

Move to:

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and George Edward Seymore, whose address is 208 66th Ave East, Tacoma, WA 98424 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 19th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 19th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 19th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer five hundred dollars and no cents (\$500.00), which shall be paid to George Edward Seymore on Tuesday, August 19th, 2008, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

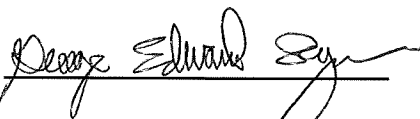
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2008.


THE CITY OF GIG HARBOR

By: 

George Edward Seymore
208 66th Ave East
Tacoma, WA 98424
(253) 927-2721

By: _____
Mayor

APPROVED AS TO FORM:



Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



**Subject: Proposal for Public Meetings
Calendar – Peninsula Gateway**

Proposed Council Action:

Authorize the attached agreement

Dept. Origin: Administration

Prepared by: Molly Towslee *MT*

For Agenda of: June 23, 2008

Exhibits: 2008-09 Proposal

Initial & Date

Concurred by Mayor:

SSH 6/9/08

Approved by City Administrator:

POK 6/6/08

Approved as to form by City Atty:

CAM 6/8/08

Approved by Finance Director:

CP 4/4/08

Approved by Department Head:

Expenditure	Amount	Appropriation
Required \$14,000	Budgeted \$15,000	Required \$0

INFORMATION / BACKGROUND

Because of the importance of public noticing and the legal implication of improper noticing, the city implemented a weekly calendar in the Gateway to ensure a highly visible publication of our meetings. This has been very successful in ensuring compliance with the Open Public Meetings Act as well as keeping the public well-informed of how our Council, Boards and Commission are serving the community.

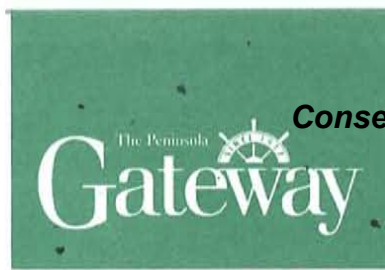
The attached proposal is to renew the agreement to print the meetings calendar each week in the "A" section of the Gateway for \$13.50 per column inch, a price lower than the regular open rate. In 2009, a 5% increase is anticipated.

FISCAL CONSIDERATION

The cost of the weekly calendar has been approximately \$225.00 per week. We also utilize this discounted rate for advertisements for openings on our Boards and Commission, as well as special announcements. The attached agreement runs from June, 2008 through June, 2009.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached agreement outlining the publication of a weekly Public Meetings Calendar and other special notices for \$13.50 per column inch until December 31, 2008 and then anticipate a 5% increase in 2009.



Proposal

The Nation's Number One
Community Newspaper.

Date: June 5, 2008
To: City of Gig Harbor
From: The Peninsula Gateway Newspaper
Subject: 2008-'09 Advertising Agreement

Background: As discussed, the Advertising agreement for the past revolving year has expired as of June 4, 2008. To avoid charging the open rate, we have invoked an override for this next week to keep the rate at the current level. It will be important to get a new Agreement in force going forward to avoid the higher rates.

Proposal: The current agreement was set at a "Target" level of \$9,000 a year which equates to a \$14.05 per column inch rate. When we ran an "Activity Report" for the year, the expenditures were closer to \$26,600.00 which includes a few full page ads. Taking a conservative look at '09, we propose the \$13,500 level at a per column inch rate of \$13.50, which is somewhat lower than last years rate.

If you choose this level, the agreement would run from 6/11/08 through 5/09. Keep in mind that our rates will increase approximately 5% for 2009 across the board. I have attached the activity report, the advertising rate schedule along with the special sections calendar and other pertinent information for your review.

Please let us know as soon as possible what you would like to do so that we can input the proper reduced rate going forward.

Sincerely,

Hugh Merritt,
Senior Advertising Representative
Peninsula Gateway Newspaper
(253) 853-9238/Fax (253) 851-3939
Hugh.merritt@gateline.com

Name: CITY OF GIG HARBOR Linage Type: ACT Meas Unit: IN Type of Pub: ST
Acct#GW3330 Ads Ordered: .00 Last Eval Date 06/05/08

Category	-----06/07 Thru 05/08-----			-----06/06 Thru 05/07-----		
	Revenue	Inserts	Linage	Revenue	Inserts	Linage
BUDGT 01	.00	0	0	.00	0	0
TOTAL 02	26,630.55	91	1933	.00	0	0
OTHER 03	.00	0	0	.00	0	0
DAILY 04	.00	0	0	.00	0	0
SUN 05	.00	0	0	.00	0	0
PREPT 06	.00	0	0	.00	0	0
ZONE 07	.00	0	0	.00	0	0
CR10C 08	222.07	1	6	.00	0	0
GUARD 09	.00	0	0	.00	0	0
EXTRA 10	.00	0	0	.00	0	0
EXPRE 11	.00	0	0	.00	0	0
PH 12	.00	0	0	.00	0	0
EM/OT 13	.00	0	0	.00	0	0

PRESS ENTER TO CONTINUE

PRINT MAIN MNU HELP PREVIOUS
#81026

Advertising Agreement

Consent Agenda - 5



3555 Erickson St., P.O. Box 407, Gig Harbor, WA 98335
(253)851-9921; Fax: (253)851-3939; www.gateline.com

W and/or I, herein referred to as "Advertiser", do hereby contract with Olympic Cascade Publishing Co., herein referred to as "Publisher", for advertising in The Peninsula Gateway according to the option(s) selected below.

Advertiser: City of Gig Harbor Account #: _____

Check all that apply: Renewal (same level); Upgrade; Downgrade; New (no prior contract last 6 months)

For The Following Type Of Advertising:

Check all that apply: Retail Display; National; Classified; Preprints; Other _____

The Advertiser Agrees To Purchase:

Check all that apply: No less than \$ 13,500 dollars on a yearly basis; \$13.50 per col. inch thru '08
 _____ Minimum Weekly Inches for a duration
of 13 consecutive weeks or 50 consecutive weeks
 Preprints for _____ Minimum 12-times; or
_____ Minimum 24-times
 Other, _____

For the following term:

For one year, beginning on 6 / 11 / 08 through the last day of 5 / 09
(exact date) (month, year)
or for a term of 13 consecutive weeks, beginning on: (DATE) ___ / ___ / ___
 Other, please specify _____

Contract Considerations: Color charge 125 per color, 375.00 full color

Important: Please do not sign this agreement until you have carefully read all terms and conditions on back of this contract as well as the rate card in place at the time of the signing of this contract. Thank You.

Advertiser Acceptance

Signature _____ Agency, if applicable _____
Print Name _____ Billing address _____
Title _____ City _____
Phone: (_____) _____ Date signed: _____ / _____ / _____ State _____ Zip _____

Newspaper Acceptance

W. Merritt _____
Account Representative Advertising Manager/Sales Director Date

White: Accounting - Yellow: Advertiser - Pink: Salesperson
Please return all to newspaper for acceptance; *Subject to terms on back and rate card at time of publication.



Subject: Street naming: Fox Run Court at the 5700 block of 38th Ave NW, in the Lydian Place development.

Proposed Council Action: Approve the proposed naming of Fox Run Court for the 23-lot, single family development of Lydian Place, at the 5700 block of 38th Ave NW. This street is not within the Historic names area.

Dept. Origin: Community Development

Prepared by: Dick Bower, Building & Fire Safety Director

For Agenda of: June 23, 2008

Exhibits: Letter from applicant dated 5/13/2008, Site plan

Initial & Date

Concurred by Mayor:

CH 4/9/08

Approved by City Administrator:

RAK 6/6/08

Approved as to form by City Atty:

CAM 6/9/08

Approved by Finance Director:

[Signature]

Approved by Department Head:

[Signature]

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Sean Watson, property owner, of Lydian Place, a 23-lot development located at the 5700 block of 38th Ave NW, has requested the naming of Fox Run Court, for the street in his proposed development. The project is not located within the Historical Names Area. The street designation as court is consistent with GHMC 12.12.030. F, which states "Courts shall be permanently closed streets which run easterly-westerly, such as a cul-de-sac". Request for comments were sent to local agencies and departments, and no comments were received.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Make a motion to approve the proposed naming of a closed street in the Lydian Place development at the 5700 block of 38th Ave NW, "Fox Run Court."

May 13, 2008

Mary Doers
%City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Dear Mary,

This letter is in response to the request that I and my partners have made to name the "Lydian Place" subdivision street name "Fox Run Court". I am hand delivering this letter and the check for \$50.00 made payable to the City of Gig Harbor. As you know we are looking to get house numbers for the subdivision and this is our first step in that process. Please advise if there is any thing else needed from me.

Thank you as always for your time and consideration.

Sincerely,



Sean L. Watson
(253) 858-2927



Subject: Sanitary Sewer Facilities Easement and Maintenance Agreement for Ford Short Plat (project no. EN-07-0189)

Proposed Council Action: Approve the Sanitary Sewer Facilities and Maintenance Agreement as presented.

Dept. Origin: Engineering Department

Prepared by: Willy Hendrickson
Engineering Technician

For Agenda of: June 23, 2008

Exhibits: Sanitary Sewer Facility Maint. Agmt.

Initial & Date

Concurred by Mayor: CH 6/12/08

Approved by City Administrator: RJK

Approved as to form by City Atty: CAM 6/16/08

Approved by Finance Director: NA

Approved by Department Head: DB 6/12/08

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

As a condition of project approval of the Ford Short Plat located at 7017 Stanich, Gig Harbor, and owned by Troy and Misty Ford, a Sanitary Sewer Facilities Maintenance Agreement is required. This will ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

FISCAL CONSIDERATION

No funds will be expended for the acquisition of the described agreements.

RECOMMENDATION / MOTION

Move to: Approve the Sanitary Sewer and Stormwater Agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Sanitary Sewer Facilities Easement and Maintenance Agreement

Grantor(s) (Last name first, then first name and initials)

Troy D. Ford and Misty K. Ford, Husband and Wife

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 08 Township 21 Range 02 Quarter 31

Assessor's Property Tax Parcel or Account number: 0221083045

Reference number(s) of documents assigned or released:

**SANITARY SEWER FACILITIES EASEMENT
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this _____ day of _____, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Troy D. Ford and Misty K. Ford, a husband and wife, whose address is 7017 Stanich Ave. Gig Harbor WA 98335 (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as the Ford Short Plat located at 7017 Stanich Ave, Gig Harbor WA, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of West Sound Engineering, dated February 8, 2008 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in **Exhibit A**, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

TERMS

Section 1. Affected Property. The real property subject to this Agreement is legally described in **Exhibit A**.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the Ford Short Plat, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

Section 3. Maintenance Obligations. The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

Section 4. Notice to City. The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in Exhibit A. No part of the sanitary sewer system

shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 5. Easement for Access. The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

Section 7. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion

of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 9. Indemnification of City. The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason

of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

Section 10. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 11. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

Section 12. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:
Troy Ford
9811 Clara Blvd
Lakewood, WA 98498

Section 13. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 14. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 15. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall

be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 16. Integration. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this _____ day of _____, 200__.

THE CITY OF GIG HARBOR

OWNER(s)

By: _____
Its Mayor

By: T.D.F.

Its: TDF

Print Name: TROYD, FORD

By: Misty K. Ford

Its: MKF

Print Name: MISTY K. FORD

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that MISTY K. FORD is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 6th, 2008



Kimberly J. Guth

(Signature)
KIMBERLY J. GUTH
NOTARY PUBLIC, State of Washington,
residing at: 202 MOUNTAIN VIEW DR
My appointment expires: 12-01-2010

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Troy Ford is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/9/08



Shannah J. Sattler

(Signature)
Shannah J. Sattler
NOTARY PUBLIC, State of Washington,
residing at: Sea Harbor
My appointment expires: 7/29/11

CITY OF GIG HARBOR NOTARY BLOCK

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Title: _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THE EAST 370 FEET OF THE WEST 400 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., WITH THE NORTH LINE OF "SCENIC VIEW ADDITION", AS PER MAP THEREOF RECORDED IN BOOK 17 OF PLATS, PAGE 57, RECORDS OF PIERCE COUNTY AUDITOR, EXTENDED EAST; THENCE NORTH ALONG SAID EAST LINE 100 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF A TRACT CONVEYED TO A. KEITH UDDENBERG AND WIFE BY DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 1473702, EXTENDED EAST; THENCE WEST PARALLEL WITH THE NORTH BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, 655.48 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE 100 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID "SCENIC VIEW ADDITION"; THENCE EAST ALONG SAID NORTH LINE 655.36 FEET TO THE POINT OF BEGINNING.

SITUATE IN PIERCE COUNTY, WASHINGTON.

EXHIBIT B

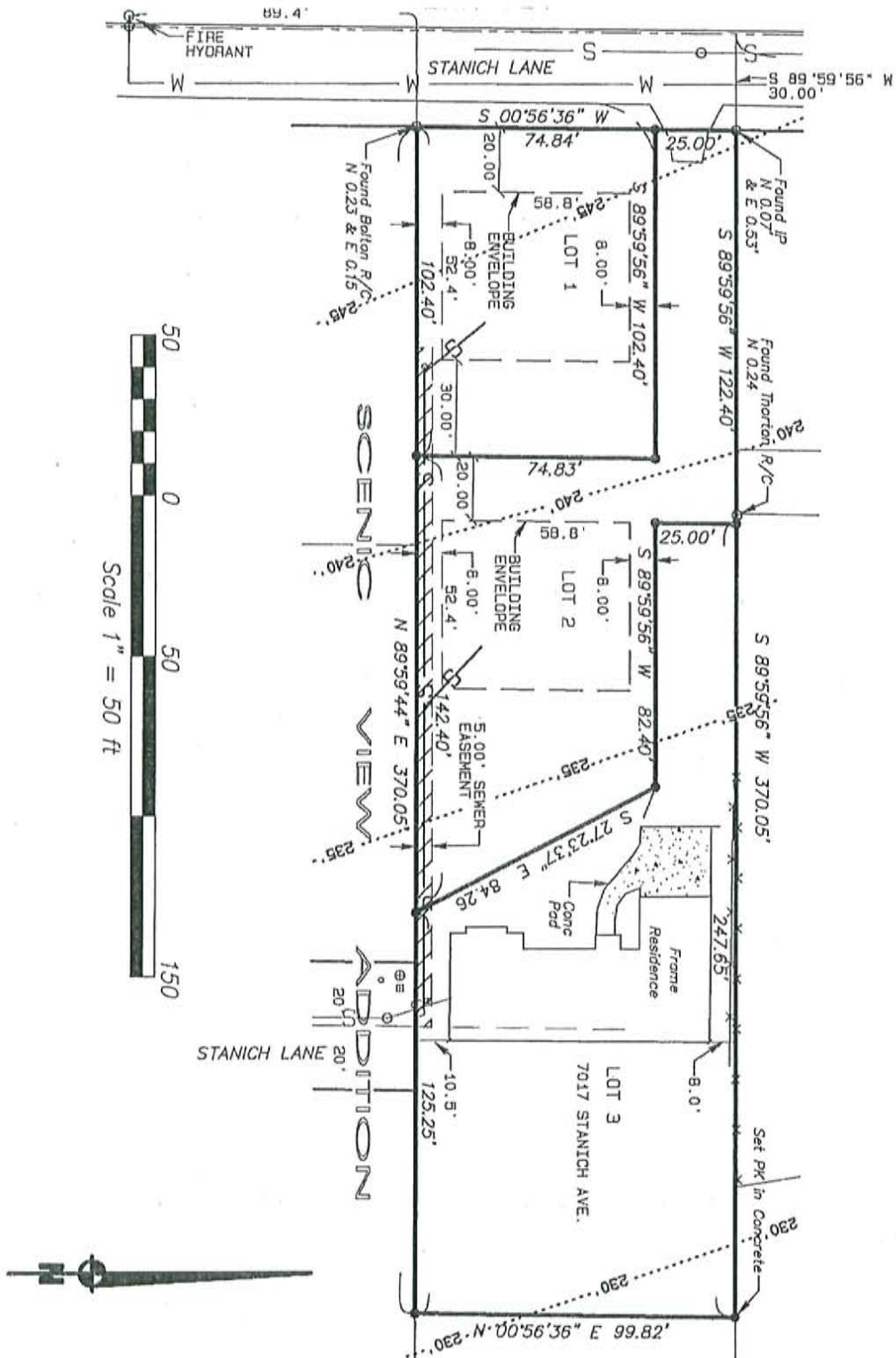


EXHIBIT C
EASEMENT LEGAL DESCRIPTION

THE EAST 370 FEET OF THE WEST 400 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., WITH THE NORTH LINE OF "SCENIC VIEW ADDITION", AS PER MAP THEREOF RECORDED IN BOOK 17 OF PLATS, PAGE 57, RECORDS OF PIERCE COUNTY AUDITOR, EXTENDED EAST; THENCE NORTH ALONG SAID EAST LINE 100 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF A TRACT CONVEYED TO A. KEITH UDDENBERG AND WIFE BY DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 1473702, EXTENDED EAST; THENCE WEST PARALLEL WITH THE NORTH BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, 655.48 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE 100 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID "SCENIC VIEW ADDITION"; THENCE EAST ALONG SAID NORTH LINE 655.36 FEET TO THE POINT OF BEGINNING.

SITUATE IN PIERCE COUNTY, WASHINGTON.



Subject: KLM Veteran's Memorial Park (formerly known as Westside Park)/ 50th Street Improvement Project – Consultant Services Contract Amendment #1

Proposed Council Action: Authorize the award and execution of a Consultant Services Contract Amendment for the KLM Veteran's Memorial Park/ 50th Street Improvement Project (CSP-0709) with Hough, Beck and Baird, Inc. in the not-to-exceed amount of Seventy-five Thousand Six Hundred Thirty Six Dollars and No Cents (\$75,636.00).

Dept. Origin: Public Works Department
Date: June 23, 2008
Prepared by: Emily Appleton *EA 6-12-08*
 Senior Engineer
For Agenda of: Consultant Services
 Contract Amendment #1

Initial & Date

Concurred by Mayor: *CLH 6/12/08*
Approved by City Administrator: *PPH 6/12*
Approved as to form by City Atty: *CAm 6/16/08*
Approved by Finance Director: *CDR 6/12/08*
Approved by Department Head: *DB 6/12/08*

Expenditure	Amount	Appropriation
Required \$75,636.00	Budgeted \$950,000.00	Required \$0

INFORMATION / BACKGROUND

On June 11, 2007, Council awarded a contract to Hough, Beck and Baird, Inc. (HBB) for the design and preparation of bid documents for the KLM Veteran's Memorial Park (formerly Westside Park) along with the 50th Street design in the not to exceed amount of \$64,528.00. At the time of the original contract, the scope of HBB's work only included the design of limited street improvements consisting only of two eleven foot travel lanes along with sidewalk on one side of the street. Additional work not included in the original scope but is required includes the following items: wetlands delineation and report, low-impact drainage design and planting plans and details, additional survey, environmental permitting and SEPA documentation preparation, arch culvert design and hydraulic modeling, attendance and graphics for public meetings, re-design based on public and council comments, and additional illumination design. Hough, Beck and Baird submitted a proposal to complete the additional work for a not to exceed amount of \$75,636.00. If Contract Amendment Number 1 is approved, the total contract amount will be \$140,164.00.

FISCAL CONSIDERATION

This project was included in the 2008 Budget under the Street Capital Fund Objective No. 6 (\$950,000 total budget) funds and sufficient funds exist within the street capital fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee and Council have provided comments and direction to proceed for the completion of the 50th Street Improvement Project.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a Consultant Services Contract Amendment for the KLM Veteran's Memorial Park/50th Street Improvement Project (CSP-0709) with Hough, Beck and Baird, Inc. in the not-to-exceed amount of Seventy-five Thousand Six Hundred Thirty Six Dollars and No Cents (\$75,636.00).

**AMENDMENT #1 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HOUGH BECK & BAIRD INC.**

THIS AMENDMENT is made to the AGREEMENT, dated June 12, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hough Beck & Baird, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 215 Westlake Avenue North, Seattle, WA 98109-5217, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in design of the 50th Street Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on June 12, 2007 (hereinafter the "Agreement"); and

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

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

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

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in the **Exhibit A - Scope of Work** and **Exhibit B - Estimated Hours and Fees** to the Amendment in the amount of Seventy-Five Thousand Six Hundred Thirty-Six Dollars and No Cents (\$75,636.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as

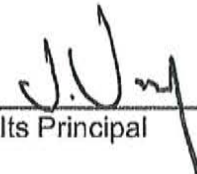
Consent Agenda - 8

if fully set forth, and become a part of the documents constituting the contract between the parties.

Section 4. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A – Scope of Work** and **Exhibit B – Estimated Hours and Fees** shall be completed by December 31, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2008.

THE CITY OF GIG HARBOR

By:  _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT:
Colie Hough Beck
Hough Beck & Baird, Inc.
215 Westlake Avenue North
Seattle, Washington 98109-5217
(206) 682-3051

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A – Scope of Work



Hough Beck & Baird Inc.
215 Westlake Avenue North
Seattle, WA 98109-5217

206.682.3051 Phone
206.682.3245 Fax
www.houghbeckandbaird.com

Seattle | Boise

Date	April 24, 2008; Revised June 9, 2008	Requested by	Emily Appleton
Project No.	HBB 2007-22	Client	City of Gig Harbor
Project Name	50 th Street		

Description of Additional Services

HBB 50TH STREET PLANS, SPECIFICATIONS AND ESTIMATE (SUPPLEMENT NO. 1a)

- 1.0 Design Task Project Management
 - Additional coordination with HDR regarding sidewalk planting strips and roadway medians, including storm drainage and low-impact development (LID) design.
- 2.0 Final Plans, Specifications and Estimate
 - Additional design for the roadway planting strips, medians and low-impact development (LID).
- 3.0 Public Meetings
 - No changes to Original Contract
- 4.0 Environmental Services and Permits
 - No changes to Original Contract

HBB ASSUMPTIONS

1. Irrigation design is not included in HBB scope of work. Plants will be hand watered during plant establishment period.
2. Additional design team meetings are not included in HBB scope of work.
3. 50th Street landscape planting is limited to approximately 850 linear feet of roadway.(3 sheets of planting plans and details)
4. Special presentation graphics, plant cut sheets and/or image boards are not included in this scope of work.

Contract Amendment

ADDITIONAL SERVICES FEE & EXPENSES

Supplement 1a

1. HBB	\$ 7,125.00
2. HDR	\$ <u>68,511.00</u>
Subtotal	\$ 75,636.00

Original Total Contract Amount (CSP-0709)	\$ 64,528.00
Supplement 1a	\$ <u>75,636.00</u>
New Total Contract Amount	\$ 140,164.00

Extend Contract Completion Date to December 31, 2008

The above request for additional services is beyond the existing scope of work tasks as described in our agreement dated June 6, 2007, and will be billed at our current staff rates (see attached). If you have any questions or need clarification regarding the above requested additional services, please call.

Thank you.

Approved By:

 Client's Authorized Signature

 Title

 Date

ATTACHMENTS

- HBB spreadsheets with task and hours
- HDR spreadsheets with task and hours
- HDR scope of services

Exhibit B – Estimated Hours and Fees

Project Name: 50th Street Design
 Client Name: Emily Appleton
 City of Gig Harbor
 Client No.
 Project No.

SUF J. Howard
 HBB 14/24/2008

C. Hough-Beck
 4/24/2008

TASK NO.	TASK	HOURS/ DOLLARS	LM Clerical \$60.00
1.0	Project Management and Coordination • Additional coordination with HDR regarding sidewalk planting strips and roadway medians including storm drainage and reingarden design.	15 \$ 1,860.00	1 \$ 60.00
2.0	Final Plans, Specifications and Estimate • Additional design for the roadway planning strips, medians and low-impact development (LID).	50 \$ 5,190.00	2 \$ 120.00
3.0	Public Meetings • No changes to Original Contract	\$ -	\$ -
4.0	Environmental Services and Permits • No changes to Original Contract	\$ -	\$ -
TOTALS		65 \$7,050.00	3 \$180.00

HBB Total = \$7,125.00

\$75.00

\$75.00

Exhibit B – Estimated Hours and Fees

Project Name: 50th Street Design
 Client Name: Emily Appleton
 City of Gig Harbor
 Client No.
 Project No.

SUPPLEMENT 1a HBB Tasks and Rates

Prepared by:
 Date:
 Checked by:
 Date:

TASK NO.	TASK	HOURS/ DOLLARS	FLB QAOC \$140.00	CHB Principal \$140.00	JH LAFPM \$120.00	RL Design \$105.00	AL Tech CADD \$90.00
1.0	Project Management and Coordination • Additional coordination with HDR regarding sidewalk, planting strips and roadway medians including storm drainage and reingarden design.	15 \$ 1,860.00	2 \$ 280.00	4 \$ 560.00	8 \$ 960.00		
2.0	Final Plans, Specifications and Estimate • Additional design for the roadway planting strips, medians and low-impact development (LID).	50 \$ 5,190.00	2 \$ 280.00	4 \$ 560.00	12 \$ 1,440.00	6 \$ 630.00	24 \$ 2,160.00
3.0	Public Meetings • No changes to Original Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.0	Environmental Services and Permits • No changes to Original Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS		65 \$7,050.00	4 \$560.00	8 \$1,120.00	20 \$2,400.00	6 \$630.00	24 \$2,160.00

HBB Total = \$7,125.00

Reproduction

Reimbursable Subtotal:

OUTSIDE REIMBURSABLES

Rates as of 1/08
 Printed: 6/10/2008



**CITY OF
GIG HARBOR**

SCOPE OF SERVICES

SUPPLEMENT NO. 1A

50th Street Road Improvement (38th Avenue to 34th Avenue)

- 50th Street Plans, Specifications and Estimate
- Landscape Design
- Environmental Services
- Environmental Permitting

Prepared by:

HDR Engineering, Inc.
4717 97th Street NW
Gig Harbor, WA 98332

Exhibit B
Scope of Services
Supplement No. 1A
50th Street Road Improvement Project

I. Introduction

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Gig Harbor (CITY) in association with the 50th Street Road Improvement Project (38th Ave to 34th Ave) improvement project. This document is intended to supplement the original scope of services and shall be used to plan, conduct, and complete the work on the project.

The City of Gig Harbor (OWNER) now requests that the CONSULTANT team of Hough-Beck and Baird (HBB) and HDR to supplement the work identified in the original agreement with additional work items related to the preparation of Plans Specs and Estimate (PSE) for the 50th Street Road Improvement Project. Those items include the addition of on street parking, pedestrian sidewalks and combined use paths, culvert design, environmental permitting and environmental assistance.

The work items identified in section I. Introduction of the original agreement is supplemented with the following.

- Pedestrian Illumination Design
- Retaining Wall Layout
- Low Impact Development (LID) Storm Water Run Off Design
 - Storm Water Drainage Report
 - Pervious Pavement Design
- Storm Water Culvert Design
- Environmental Permitting
- Environmental Services
- Landscape Architecture (See HBB Contract Amendment)

The work is authorized by the signing of this AGREEMENT. Work on subsequent phases may be authorized by supplement to this AGREEMENT, after negotiation of scope and budget.

The CONSULTANT(s) work is expected to start in April 2008, and be completed by December 2008. The CONSULTANT will perform the work tasks listed in Section III for the 50th Street Road Improvement Project.

II. General Assumptions

All work performed on this project under this supplement shall be as directed by the CITY ENGINEER or their duly authorized representative and requirements of section I and II of the original Scope of Services and executed Scope Supplement.

III. Detailed Scope of Services

Section III of the original scope of services is supplemented with the following:

Task 1

Task 2 Plans, Specifications and Estimate

Task 2.1 Topographic Survey

The CONSULTANT shall provide the OWNER with all topographic survey, base maps and other available support data for use in the CONSULTANT(s) development of plans for the 50th Street Road Improvement Project. Additional topographic survey work in this section includes the additional survey work necessary for the additional design features on 50th Street. This includes the topographic survey of an additional 10 feet outside of the current ROW and the survey of HDR staked wetland boundaries as previously directed by the City Engineer.

- Includes: Horizontal and Vertical control surveying to adequately control the topographic mapping. The mapping will be completed on Washington State Plane Coordinate System, South Zone and NAVD 1988 vertical datum.
- ROW limits plus 10 feet and adjacent parcel boundaries.
- Surface grades, pavement edges, utility poles, hydrants, valves, manholes, storm drains, culverts, mailboxes, signs, fences, significant landscaping, wetland and environmentally sensitive areas, etc. in sufficient detail to support design/PS&E development. Contours will be depicted at 2-foot intervals.
- Includes: water, natural gas, telephone, fiber optics, cable television, electrical, storm drainage, and sanitary sewers. Base maps shall be prepared in accordance with applicable sections of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" and the prevailing standard of care.
- Utility Records Research - Record Drawings of all utilities known to reside within project limits.
- Potholing information of existing buried utilities within project limits. (by others)

Assumptions:

*Consultant is responsible for coordinating utility locates with the project limits.

*Potholing of existing utilities to resolve potential utility conflicts and clarify existing utility location will be considered extra work.

- Base Map

Base maps shall be provided in ACAD 2005 format, scaled at 1"=20' horizontal, showing all features outlined above. Maps will show contours at 2-foot intervals, spot elevations on existing roadway areas, and critical driveway areas, as necessary to support the design/PS&E development of project.

Task 2.2 Detailed Construction Drawings

Assumptions: Prepare detailed construction drawings, including plan views, profiles, cross-sections, and details. To develop a basis for work hour estimate, an estimate of the contract plans that are assumed to be required for the project is indicated below. The project limits are approximated to be approximately 1500 linear feet of new 50th Street from the intersection of 38th Avenue and 50th Street to the current end of the 50th street (Approximately 34th Ave.).

CONSULTANT shall develop plans in accordance with the requirements set forth in the City of Gig Harbor Public Works Standards and WSDOT Plans Preparation Manual.

Plan Sheets shall be 22" x 34" in size for full size plans, and 11"x17" for half size plans. All plans shall be developed using a scale of 1"=20' (full size), unless otherwise noted in the following sequence of plan submittal:

To develop a basis for work hour estimate, an estimate of the contract plans that are assumed to be required for the project is indicated below:

- Title and Index (1 Sheet)
- Legend, Abbreviations (1 Sheet)
- Roadway Section Sheets (1 Sheet)
- Miscellaneous Details Sheets (2 Sheets)
- Plan/Profile Sheets (4 Sheets ~ 1" = 20')
- Retaining Wall Profiles (4 Sheets)
- LID Drainage Plans and Details (4 sheets)
- Culvert Plan and Profile (3 Sheets)
- Illumination Plans (2 Sheets)
- Removal and Relocation Sheets (2 Sheets)
- TESC Sheets (2 sheets)
- Channelization and Signing Sheets (2 Sheets)
- Landscape Plans and Details (3 Sheets) (See HBB Contract Amendment)

*Assumes a total of 31 Sheets

*Assumes that conventional storm drainage features will be depicted on the plan and profile sheets.

Task 2.3 Specifications (Contract Provisions)

Specifications (Contract Provisions) shall be developed using the City of Gig Harbor's "Boiler Plate" contract provisions. These provisions will be incorporated into the specification package being developed in conjunction with the original agreement. It is assumed that the CONSULTANT will complete Divisions 2 through 8 in accordance with the 2008 WSDOT Standard Specifications and that the City of Gig Harbor will assemble the bid proposal and project bid package.

Task 2.4 Estimate (Opinion of Probable Construction Costs)

CONSULTANT shall provide to the City an Opinion of Probable Construction Cost using WSDOT Standard Bid Items. The "Engineer's Opinion of Probable Construction Cost" will include an itemized list in tabular form, describing section, item, and number of units (quantity), "estimated unit costs", and estimated total cost. Opinions of Probable Construction Cost will be prepared at the 90 percent and final levels of design.

Task 3 Public Meetings (No Change)

Task 4 Environmental Services and Permits

The purpose of this task is for field work related to the wetland delineation, documentation, and permitting to replace the existing undersized culvert across 50th Street Court NW. Work will include wetland and stream fieldwork and technical memo, No Effect Determination for Endangered Species, and federal, state, and local permits including the preparation of a JARPA for the Army Corps of Engineers (Corps), Department of Ecology, and Washington Department of Fish and Wildlife permits. Preparation of permit application materials for compliance with Chapter 18.08 of the Gig Harbor Critical Areas Code is also included.

Task 4.1 Critical Area Field Work

HDR shall perform sensitive areas reconnaissance, and Ordinary High Water Mark and wetlands delineations within the area immediately adjacent to the proposed culvert replacement and extension. The HDR PM and two HDR biologists will field locate and flag the stream ordinary high water mark (OHWM) upstream and downstream of the existing culvert and verify stream type and buffer pursuant to the current City of Gig Harbor code. HDR biologists will also review pertinent available literature and coordinate with Washington Department of Fish and Wildlife Area Habitat Biologist to confirm the lack of fish presence in the stream.

Wetlands associated with the Westside Park development were delineated in 2003 by Harbor Environmental Review Services. HDR will verify the wetland delineation in the vicinity of the culvert as well as verify the wetland rating and buffer requirements per the current City of Gig Harbor code. GPS or topographic survey locations will be taken at the toe of the existing dirt road on either end of the culvert for the purpose of establishing the extent of critical area buffers. Wetland buffer potential effects will be characterized in the memo for use within the permit applications. HDR wetland biologists will delineate jurisdictional wetlands according to methods described in the 1987 Corps of Engineers Wetland Delineation Manual and the 1997 Washington State Wetland Delineation Manual. Identified wetlands will be documented with

appropriate data sheets and boundaries will be marked with visible plastic flagging. Identified wetlands shall be ranked according to methods described in the current City of Gig Harbor code. Field survey (by others) will be initiated to record the delineated wetland boundaries after they have been flagged by field crews.

Task 4.2 Memorandum of Findings

HDR will prepare a Sensitive Area Investigation Findings technical memorandum describing the methods employed and the findings of the sensitive area reconnaissance. The memorandum will include preliminary sketches of sensitive area locations and the associated flagging to assist in directing the field survey (by others) to be conducted following the sensitive areas investigation. After completion of the culvert field work and receipt of the delineation map prepared by others, HDR will prepare a Draft Wetland and Stream Delineation Report documenting the field work and findings. The memo will describe wetland functions and determine wetlands Classes based on City code. Mitigation options (if required) will be described for City consideration. The Draft Wetland Delineation Report will be submitted to the City for review and comment. The memorandum will be revised and resubmitted as a Final Report following receipt of City comments and the completion of the 60 percent design.

Assumptions:

- The perennial stream is not fish-bearing.
- Field investigation is required within City right-of-way only and will not extend onto private property.
- Permanent impacts related to the culvert improvements will not extend beyond the current edge of right-of-way. Walls will be constructed if necessary to minimize/eliminate wetland or wetland buffer fill.
- Mitigation needs beyond those associated with the culvert are not anticipated based on the current understanding of the project. As a result, mitigation design efforts beyond those assumed related to the culvert are not included in this scope and estimate. If additional mitigation is required, a specific mitigation scope and budget will be prepared for City consideration and the work will be conducted as Extra Work.

Task 4.3 Endangered Species Act Compliance

The purpose of this task is to evaluate individual projects in terms of their potential impacts to any species listed or proposed for listing as threatened or endangered under the Endangered Species Act (ESA).

Assumptions:

- The CONSULTANT shall initially proceed with processing a "No Effect" recommendation. If it is determined that a "May Affect Not Likely to Adversely Affect" determination is warranted, additional scope and budget will be required.
- Species listed in the table shown below will be covered in the No Effect determination.
- The City will provide a complete project description, which will include construction-related activities and mitigation measures.

4.3.1 ESA Listings

A request shall be made for ESA listings in the project vicinity. Requests are addressed to NOAA-Fisheries, the U. S. Fish and Wildlife Service (USFWS) the Washington State Department of Natural Resources (DNR) and the Washington State Department of Fish and Wildlife (WDFW). Listing of both threatened and endangered species and priority or critical habitats are made available by these agencies. Data received from these agencies shall be used to determine the level of detail for the BA.

Data collected through this process is only valid for six months. Additional information requests shall be necessary if the project is not completed within this six-month window. If any listings or locations have changed, the ESA documentation will need to be updated to reflect those changes.

The No Effect determination prepared under this task will address potential project effects to the following listed and proposed species:

Species	Listing Status
Puget Sound Chinook Salmon	Threatened
Bull Trout	Threatened
Puget Sound Steelhead Trout	Threatened (new as of 5/7/07)
Marbled Murrelet	Threatened
Southern Resident Killer Whale	Endangered
Puget Sound Chinook Critical Habitat	Designated
Bull Trout Critical Habitat	Designated
Marbled Murrelet Critical Habitat	Designated
Resident Killer Whale Critical Habitat	Designated

This task will include a site visit by the HDR biologist(s) preparing the No Effect Determination, consultation with the Corps, WSDOT, and FHWA on BA requirements, agency consultation on ESA listed species, coordination with the project design team to determine appropriate conservation measures, and preparation of a draft and final No Effect. This task further includes time to accommodate an agency pre-application (also known as a pre-consultation) meeting with the Services to review the project and to solicit input.

4.3.2 Effects Determination

It is currently anticipated that informal consultation will be sufficient to show ESA compliance. Informal consultation consists of preparation of a No Effect recommendation. The documentation will include detailed descriptions of all project activities, status and occurrence of listed species in the project area, direct and indirect effects to all listed species and critical habitat, and conservation measures. The BA will include an Effects Determination for each listed species and critical habitat. An analysis of Essential Fish Habitat (EFH) will be completed as part of the BA and will also include an Effects Determination. If the Services agree with the Effects Determination, they will write a concurrence letter.

4.3.3 Essential Fish Habitat

Federal agencies are obligated under Section 305(b)(2) of the Magnuson-Stevens Act (MSA) and its implementing regulations (50 CFR 600), to consult with NOAA Fisheries regarding actions that are authorized, funded, or undertaken by that agency, that may adversely affect Essential Fish Habitat (EFH). The MSA defines EFH as "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Furthermore, NOAA Fisheries is required to provide the Federal agency with conservation recommendations that minimize the adverse effects of the project and conserve EFH (MSA 305(b)(4)(A)). This consultation is based, in part, on information provided by the Federal agency and descriptions of EFH for Pacific groundfish, coastal pelagic species, and Pacific salmon (Chinook, coho and pink salmon) contained in the Fishery Management Plans produced by the Pacific Fisheries Management Council.

An EFH review and determination shall be completed as part of the BA process. The EFH review shall reference the effects discussed in the BA portion of the document and shall evaluate the project effects on spawning, breeding, feeding, growth and/or maturity for Chinook and coho.

Task 4.4 JARPA Preparation

Complete a JARPA to cover the stream culvert replacement and extension installation. The JARPA will request permit coverage from the Corps of Engineers for a Section 404 permit, from the Washington Department of Ecology for 401 Water Quality Certification and Coastal Zone Management compliance, as well as from the Washington Department of Fish and Wildlife for a Hydraulic Permit Approval. The application form will be completed and 3 drawings created to Corps specifications will be prepared for the initial submittal.

Assumptions:

- Public notification will be handled by City staff. Copying, distribution, signage, postage etc. are not covered in this scope of work.
- The City shall be responsible for the submittal of the permit application package, fees, and act as the applicant contact for all permit applications.
- Regulatory compliance and permit acquisition will require periodic and on-going coordination, requiring numerous meetings and on-site visits.
- A City staff representative will attend any agency permit meetings.
- Permits not identified below will be considered Extra Work and require an additional scope and budget.

Task 4.5 SEPA Preparation

HDR will prepare a draft and final SEPA checklist consistent with the requirements of WAC 197-11. All elements of the checklist will be based on the specific designs that are developed during this project. It is assumed that the checklist will result in a Determination of Non Significance. Supporting data will be gathered to adequately and accurately prepare the checklist using the format provided by the City of Gig Harbor for review, distribution, and comment. Upon receipt of

consolidated comments, HDR will prepare a final Checklist by incorporating the revisions, recommendations, and directions from the City for inclusion in the permit packages.

Deliverables: Draft and Final SEPA Checklist (3 hard copy, 1 electronic)

Task 4.6 Type I Permit Application Package Preparation

HDR will prepare a Type I permit application for submittal to the City of Gig Harbor Planning Department for processing. City of Gig Harbor forms and documentation required by section 19.02 of the GHMC will be followed.

Assumptions:

- Mailing lists and application fees will be provided by the City. Public notification such as posting, mailing, and distribution will also be handled by City staff.
- Type I processes do not require public meetings. Hours for preparation or attendance at public meeting have not been accounted for in this scope of work.

Deliverables 4.1 through 4.6:

- Draft and Final Type I permit packages (3 hard copy, 1 electronic)
- Draft and Final SEPA Checklist (3 hard copy, 1 electronic)
- Three (3) paper copies and an electronic copy (PDF and MS Word files) of the Draft and Final Wetland and Stream Delineation Report and associated data sheets.
- Telephone conversation records and agency correspondence
- Draft and Final No Effect Letter (3 hard copies and 1 electronic copy). Essential Fish Habitat evaluation will be included as an appendix to the BA.
- Draft and Final JARPA for the stream channel fill and culvert with required figures.

Client: City of Gig Harbor Project Name: 50th Street Road Improvement Project Supplement 1A Prepared by: GRG Created: 4/14/08 Revised: NA Reviewed by: MJB																	
Description	TOTAL HOURS/DOLLARS	Project Principal	Sr Project Manager	Project Manager	Enviro Biologist	Enviro Biologist	Sr Enviro Biologist	Enviro tech	Wetland Biologist	Enviro Lead	Project Engineer	Design Engineer	Project Engineer	CADD Tech	CADD Tech	Project Assistant	Project Controller
Project Name or Task Name																	
Total Hours for Task	681 hours																
Project Guide	6			4													
Invoicing and Processing	6			4													
Project Status Meetings	1.4	2	2	8													
Project Closeout	6			6													
2.00 Engineering Plans	0																
2.1 60% Plans	80			4								15	12	16			
2.2 90% Plans	72			4								12	10	12			
2.3 Final Plans	64			4								10	8	16			
2.4 Preliminary /Final Drainage Report	72			4								60	14	16			
2.5 QA/QC	16	4	12														
3.00 Specifications and Estimate	0																
3.1 60% Specs and Estimate	22											8	4				
3.2 90% Specs and Estimate	28											8	4				
3.3 Final Specs and Estimate	20											8	4				
3.4 QA/QC	16	4	12														
4.00 Environmental Permitting and Services	0																
4.1 Critical Area Field Work and Memo	50			2	32	8	8										
4.2 ESA Compliance	60			2	54	4	4										
4.3 JARPA preparation	68			2				40		18				8			
4.4 SEPA Preparation	42			2	4			16		20							
4.5 Type 1 Permit Package	34			2				24		10							
Subtotal HDR Labor Hours	681	10	26	49	36	62	12	80	0	48	72	114	64	44	48	8	8
Total Subconsultant Expenses and/or Other Services	\$3,500																
Total Anticipated Contract Amount	\$68,511																

Consent Agenda - 8



Business of the City Council
City of Gig Harbor, WA

Subject: Kitsap Peninsula Clean Runoff Collaborative (KPCRC) – Interlocal Agreement

Proposed Council Action: Authorize the Mayor to sign an Interlocal Agreement between Kitsap County and the City of Gig Harbor to form the Kitsap Peninsula Clean Runoff Collaborative for the duration of four years in the not-to-exceed amount of Twenty-nine Thousand Two Hundred Twelve Dollars and No Cents (\$ 29,212.00).

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E. City Engineer

Handwritten signature of Stephen Misiurak

For Agenda of: June 23, 2008

Exhibits: Interlocal Agreement including Exhibit A -- Scope of Work and Budget

Initial & Date

Concurred by Mayor:

Handwritten initials and date: CCH 6/16

Approved by City Administrator:

Handwritten initials and date: ROK 6/12

Approved as to form by City Atty:

Handwritten initials and date: LAM 6/16/08

Approved by Finance Director:

Handwritten initials and date: DR 6/12/08

Approved by Department Head:

Handwritten initials and date: RDS 6/12/08

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$ 29,212.00, \$ 75,000.00, 0.

INFORMATION / BACKGROUND

The City, a Washington State Department of Ecology (Ecology) NPDES Phase II Municipal Stormwater Permittee, in order to obtain compliance with the Stormwater Permit Section S5.C.1, must design and implement public education and outreach programs that achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts. (Ecology) encourages coordination among Permittees with adjoining or shared geographic areas.

Engineering staff have been meeting with representatives of the Kitsap Peninsula Clean Runoff Collaborative (KPCRC), with the goal of joining efforts in the development and implementation of the stormwater education and outreach programs. All in the group are NPDES Phase II Municipal Stormwater Permittees. Represented are Kitsap County, United States Naval Bases, therein, and the Cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor.

By joining efforts, the City will gain increased resource efficiency, cost savings, avoid work duplication, gain economies of scale, and present a consistent message to the public that crosses jurisdictional boundaries.

By entering into the Interlocal Agreement with Kitsap County to form the Kitsap Peninsula Clean Runoff Collaborative, the City, the other collaborative members, and Kitsap County over

a four year period, will collaborate in the development, implementation and funding of stormwater education and outreach messages, website, materials, activities, and program assessment tools that include pre and post program surveys of the general public, businesses and other target audiences as required by the NPDES Phase II Permit.

The City has not joined efforts with Pierce County because it is an Ecology NPDES Phase I Municipal Stormwater Permittee and therefore, has different requirements and timelines.

The Interlocal Agreement and Exhibit A: Scope of Work and Budget provided by Kitsap County are being utilized for this project. A detailed description of goals, objectives, tasks, and the budgeted program element details are provided therein.

FISCAL CONSIDERATION

This work was anticipated in the adopted 2008 Budget and is within the Storm Water Operating Narrative of Objectives 2008 Enterprise Fund under the NPDES Phase 2 allocation of \$40,000 and also qualifies for funding through the \$75,000 Ecology NPDES Grant. The City proposes to fund the (KPCRC) Interlocal Agreement through the \$75,000 Ecology NPDES Grant.

BOARD OR COMMITTEE RECOMMENDATION

This was previously presented at the Operations and Public Projects Committee Meeting on February 28, 2008, (no quorum) and those present were supportive of having staff pursue and obtain this interlocal partnership.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign an Interlocal Agreement between Kitsap County and the City of Gig Harbor to form the Kitsap Peninsula Clean Runoff Collaborative for the duration of four years in the not-to-exceed amount of Twenty-Nine Thousand, Two Hundred Twelve Dollars and No Cents (\$ 29,212.00).

KC-162-08

**INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND
THE CITY OF GIG HARBOR
TO FORM THE KITSAP PENINSULA CLEAN RUNOFF COLLABORATIVE**

I. PREAMBLE

This Interlocal Agreement (hereafter "AGREEMENT") is by and between Kitsap County (hereafter "COUNTY") whose principal offices are located at 614 Division Street, Port Orchard, WA, 98366 and the City of Gig Harbor (hereafter "CITY") whose principal offices are located at 3510 Grandview Street, Gig Harbor, Washington 98335.

II. RECITALS

Whereas, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington NPDES Phase II Municipal Stormwater Permit; and

Whereas, Permittees are required by Permit Section S5.C.1 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts by February 16, 2009; and

Whereas, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

Whereas, Kitsap Peninsula residents share media sources and would benefit from consistent messaging across city and county boundaries; and

Whereas, municipal resource efficiency is increased and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

Whereas, Kitsap County, United States Naval bases therein, and the cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor desire to form the Kitsap Peninsula Clean Runoff Collaborative to coordinate joint development and implementation of stormwater education and outreach programs.

NOW THEREFORE, the parties mutually agree as follows:

III. AGREEMENT

A. The Recitals set forth above are expressly incorporated into the Agreement by this reference.

B. This AGREEMENT consists of the following documents:

1. Interlocal Agreement
2. Exhibit A: Kitsap Peninsula Clean Runoff Collaborative Scope of Work and Budget

C. Purpose: The purpose of the AGREEMENT is to provide a mechanism through which COUNTY and CITY voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other target audiences as required by the NPDES Phase II Permit.

D. Payment and Funding: CITY will provide COUNTY funds in an amount not to exceed a total of \$29,212 for the years 2008, 2009, 2010, and 2011. In accordance with Section I below, COUNTY agrees to send invoices to CITY representative for reimbursement of allowable expenses incurred as defined in Exhibit A.

E. Scope of Work: COUNTY and CITY shall perform duties and services as are listed in Exhibit A, attached hereon, and hereby referred to and made a part hereof by reference. Said services shall be performed in accordance with the approved Scope of Work and budget specified in Exhibit A, and as provided for in Section I of this AGREEMENT.

F. COUNTY and CITY Administrators: Jayna Ericson, SSWM Outreach and Education Coordinator, 614 Division Street MS 26-A, Port Orchard WA 98366 shall represent COUNTY in all matters pertaining to the services rendered under this AGREEMENT. All requirements of the CITY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through the COUNTY representative.

Jeff Langhelm, Senior Engineer, 3510 Grandview Street, Gig Harbor, WA 98335 shall represent the CITY in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of the COUNTY pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through the CITY representative.

Following a change of representative, COUNTY and CITY will inform the other party in writing within ten (10) working days.

G. Reporting: By January 31st of each year this AGREEMENT is in effect, COUNTY and CITY will jointly report the results of work conducted under this AGREEMENT in a manner that is mutually useful in the fulfillment of NPDES Permit reporting requirements for public education activities, as specified in Permit Section S9.E.2.c.

H. Responsibilities of the Parties: It is mutually understood that CITY will provide COUNTY with the following:

Up to \$29,212 over the duration of this AGREEMENT for development of educational materials, professional service fees, partial reimbursement of COUNTY administrative costs, and other expenses related to tasks as described in Exhibit A. CITY will also contribute staff time to attend meetings, provide input, conduct pertinent research, and participate in program development.

It is mutually understood that COUNTY will provide CITY with the following:

COUNTY will provide administrative services and act as financial manager for this AGREEMENT and associated professional service contracts. COUNTY will also contribute staff time to facilitate meetings, provide input, conduct pertinent research, and participate in program development.

I. **Reimbursement:** CITY shall reimburse COUNTY for actual incurred costs upon presentation of a properly executed invoice. Costs shall be charged and funding reimbursed based upon appropriate program elements as defined in Exhibit A. COUNTY may exceed line item amounts within individual program element budgets, but shall not exceed the total budget for each individual program element without written approval of CITY. Reimbursement requests shall not be made to CITY more frequently than once a month. CITY shall reimburse COUNTY within thirty (30) days of receipt of a properly executed COUNTY invoice.

J. **Property:** Title to property purchased by COUNTY, the cost of which COUNTY has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to COUNTY. Property purchased with funds delivered pursuant to this AGREEMENT may be used only for the performance of this AGREEMENT and shall be purchased in accordance with applicable state law and COUNTY purchasing policies.

K. **Assignment:** COUNTY may assign or subcontract any portion of the services provided within the terms of this AGREEMENT. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.

L. **Indemnity:** Both COUNTY and CITY shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents and contractors to the extent provided by law. Additionally, each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.

Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

This section shall survive the expiration of this Agreement.

M. **Amendments:** The parties hereby further agree that this AGREEMENT cannot be amended or modified without the written concurrence of both parties.

N. **Termination:** Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a sixty (60) day written notice of intent to terminate to the other party. In the event of such termination, COUNTY shall be compensated for the actual costs incurred prior to the time of written notification of contract termination.

O. **Duration:** This AGREEMENT shall commence on the date of execution, and shall remain in effect through February 15, 2012.

P. **RECORDING.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor.

Q. **WAIVER.** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

R. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

S. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

T. **MULTIPLE ORIGINALS.** This Agreement may be executed in multiple copies, each of which shall be deemed an original.

U. **SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, this Agreement was executed by the parties on the dates hereinafter indicated.

DATED this ___ day of _____, 2008.

DATED this ___ day of _____, 2008.

CITY OF GIG HARBOR

**KITSAP COUNTY
BOARD OF COMMISSIONERS**

Charles Hunter, Mayor

Stephen Bauer, Chair

Jan Angel, Commissioner

Josh Brown, Commissioner

ATTEST

ATTEST

CLERK

OPAL ROBERTSON
Clerk of the Board

Approved as to form:

Approved as to form by the County
Prosecutor's Office

EXHIBIT A:
KITSAP PENINSULA CLEAN RUNOFF COLLABORATIVE
Scope of Work and Budget

A. GOALS, OBJECTIVES, AND TASKS

Goals:

1. Design and implement stormwater education and outreach programs to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts.
2. Realize cost savings and increase municipal resource efficiency by sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication.
3. Benefit citizens of the Kitsap Peninsula by providing consistent outreach and messaging.
4. Gain enhanced access to federal, state, and other financial and technical support through coordination among Permittees with adjoining or shared geographic areas.
5. Obtain compliance with NPDES Phase II Municipal Stormwater Permit requirements for Section S5.C.1, Public Education and Outreach.

The Kitsap Peninsula Clean Runoff Collaborative is committed to achieving the following objectives by February 16, 2009:

Objective 1 Identify target audiences and characterize associated behavior and demographic trends.

- Task 1.1 Contract consultant services to design and conduct a survey for the general public that:
- Can be used to characterize current behaviors and associated demographic trends;
 - Will serve as a baseline against which behavior change can be measured;
 - Is in a format that can be repeated;
 - Produces data of statistical quality that is useful to all participating jurisdictions; and
 - Can determine the extent to which Kitsap Peninsula audiences can be generalized to those of the eastern Puget Sound metropolitan area, as well as within urban vs. rural areas of the Kitsap Peninsula.

- Task 1.2 Identify appropriate baseline behavior assessment tools and/or gather existing data on specific sectors within the general public (businesses, Permittee employees, etc.) for whom standard telephone survey techniques may not be effective.

Objective 2 Identify and prioritize practices to be addressed by behavior-change campaigns.

- Task 2.1 List behaviors that are most likely contributing to adverse stormwater impacts based on knowledge of local pollution problems. Consider behaviors relevant to each target audience.
- Task 2.2 Prioritize behaviors and associated target audiences to be addressed by social marketing campaigns using factors including but not limited to:
- Baseline behavior survey results;
 - Scope of problem as identified by water quality data and inspection/ investigation results;
 - Presence/absence of existing local programs that address the behavior and effectiveness of those programs;
 - Literature search of relevant articles and reports for programs applicable to the target audience; and
 - Degree to which identified behaviors are single, simple, doable, and measurable.

Objective 3 Commence the design of a social marketing campaign with built-in evaluation protocols for the highest priority behavior.

- Task 3.1 Conduct formative researches on the highest priority behavior, which may include:
- Reviewing other program designs, management approaches, and evaluation strategies;
 - Adopting a campaign approach that has been thoroughly evaluated and proven successful in a similar community; and/or
 - Using focus groups or other survey tools to garner in-depth information on attitudes and practices relative to the behavior, identify barriers and benefits of the target audience adopting the behavior, and get ideas for potential campaign strategies.

Task 3.2 Develop a campaign strategy based on barrier/benefit research that includes an evaluation plan with specific, measurable, and achievable outcomes.

The Kitsap Peninsula Clean Runoff Collaborative is committed to achieving the following objectives by February 15, 2012:

Objective 4 Implement social marketing campaign for the highest priority behavior.

Task 4.1 Test the campaign strategy on a small segment of the population, using focus groups and/or pilot studies to refine and reevaluate the strategy.

Task 4.2 Implement the campaign across the community, assessing effectiveness at proper intervals, documenting progress, and changing the campaign strategy as necessary to achieve defined outcomes.

Task 4.3 Continue the program at an appropriate level once measurements indicate increased adoption of the behavior in the target audience.

Objective 5 Implement additional campaigns using a phased approach for each prioritized behavior and associated target audience.

Objective 6 Use adaptive management to refine programs and direct education and outreach resources most effectively.

Objective 7 Track and maintain records of education and outreach activities.

Objective 8 Pursue grants and other funding opportunities as available and appropriate.

Objective 9 Enhance public awareness of and access to information resources.

Task 9.1 Brand the Collaborative with a name, slogan, and logo that the public can relate to.

Task 9.2 Create an independent website that serves as a stormwater education clearinghouse for residents and businesses.

Objective 10 Strengthen existing partnerships.

Task 10.1 Coordinate messages and activities with other entities involved in stormwater education and outreach programs (Regional STORM Program; West Sound Watersheds Council; Puget Sound Partnership ECO Network; KEEP)

Task 10.2 Seek opportunities to optimize partnerships with non-permitted entities including but not limited to the Kitsap County Health District, Kitsap Conservation District, Washington SeaGrant, WSU Extension, Chambers of Commerce, Local Source Control Specialists, professional associations, and non-profit environmental organizations

II. B. BUDGET

Table 1 shows maximum annual budget for years 2008, 2009, 2010, and 2011 by program element. Elements in blue indicate program costs that will be shared among jurisdictions based on relative population sizes. The pre/post survey element in years one and four will be paid for individually, with Kitsap County contributing a maximum of \$20,000; Bremerton contributing a maximum of \$10,000; and the Navy, Port Orchard, Poulsbo, and Gig Harbor each contributing a maximum of \$5,000. Table 2 shows the total maximum annual budget by jurisdiction, representing both shared and individual costs. The Collaborative will make every effort to minimize actual costs by selecting competitive bids for professional services, and by pursuing grants and other funding sources as available and appropriate.

Table 1. Maximum budget for all program elements

Program Element	Year 1 2008	Year 2 2009	Year 3 2010	Year 4 2011	Program Total
Outreach & Education Coordinator (1 FTE)	77,197	81,070	85,118	89,369	332,754
Website	2,500	2,000	2,200	2,400	9,100
Campaign development and implementation	36,000	97,000	112,000	86,000	331,000
Shared Elements Subtotal¹	115,697	180,070	199,318	177,769	672,854
Pre/Post Survey ² Unincorporated KC = \$20K Bremerton = \$10K Jurisdictions <10,000 = \$5K ea	50,000	0	0	50,000	100,000
TOTAL	165,697	180,070	199,318	227,769	772,854

¹ Costs shared based on relative population size

² Individual jurisdiction costs

Table 2. Maximum program budget per jurisdiction

Jurisdiction	Year 1 2008	Year 2 2009	Year 3 2010	Year 4 2011	Program Total
Kitsap County (71.6%)	102,831	128,918	142,698	147,270	521,717
Bremerton (15.1%)	27,448	27,156	30,059	36,809	121,472
Navy (3.8%)	9,362	6,789	7,515	11,703	35,369
Port Orchard (3.5%)	9,068	6,332	7,009	11,251	33,660
Poulsbo (3.2%)	8,684	5,733	6,346	10,660	31,423
Gig Harbor (2.9%)	8,303	5,142	5,691	10,076	29,212
TOTAL	165,696	180,070	199,318	227,769	772,853



Subject: Robinson, Noble & Saltbush
Consultants Contract - Phase I on
First Western - Pinney Parcel B property.

Proposed Council Action: Authorize the
Mayor on behalf of Council to approve the
Consultants Agreement for a Phase I
Environmental Site Assessment of the
First Western - Pinney Parcel B property..

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: June 23, 2008
Exhibits: Consultants Contract

Initial & Date

Concurred by Mayor: [Signature] 6/16/08
Approved by City Administrator: [Signature] 6/16/08
Approved as to form by City Atty: [Signature] 6/16/08
Approved by Finance Director: [Signature] 6/16/08
Approved by Department Head: _____

Table with 5 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$4,500, \$11 million, -0-

INFORMATION / BACKGROUND

As part of the review process prior to acquiring property that make up Parcel A, the City initiated a Phase I Environmental Site Assessment. Consultants for that work (Robinson, Noble & Saltbush) will review the parcels (see attached map). This acquisition will satisfy wetland mitigation requirements for the interim Borgen/Burnham/Canterwood/SR16 Interchange upgrades.

FISCAL CONSIDERATION

While not listed in the 2008 Budget, this will be charged to the Street Capital Fund and will become a part of the interim Interchange Project costs.

BOARD OR COMMITTEE RECOMMENDATION

none

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the contract with Robinson, Noble & Saltbush for a Phase I Environmental Site Assessment on the parcels that make up First Western - Pinney Parcel B property not to exceed \$4,500.00

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROBINSON, NOBLE & SALTBUSH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington located and doing business at Tacoma, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in environmental services 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 _____, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

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 four thousand five hundred dollars (\$4,500) 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 July 2, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and reasonable attorneys' fees to the extent arising out of or in connection with the Consultant's performance of services under 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.

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

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

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of

Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The 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:
Robinson, Noble & Saltbush, Inc.
ATTN: John Hildenbrand
3011 S. Huson Street, Suite A
Tacoma, WA 98409
(253) 475-7711

City of Gig Harbor
ATTN: Lita Dawn Stanton
Special Projects
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
Robinson, Noble & Saltbush, Inc.
ATTN: John Hildenbrand
3011 S. Huson St., Suite A
Tacoma, WA 98409
(253) 475-7711

City of Gig Harbor
ATTN: Lita Dawn Stanton
Special Projects
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter 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
Phase I Environmental Site Assessment Scope of Services

Phase I Environmental Site Assessments (Phase I ESA, also known as Level One ESA studies) are conducted to protect a property owner from assuming an unknown environmental risk. The assessment gathers available information regarding past or present site activities which have the potential to cause environmental contamination. Robinson, Noble & Saltbush performs Phase I ESA's generally following the format and content of ASTM Standard E-1527-05. For this project the Client has elected ASTM Standard E 1527-05. Depending on the nature of the site being evaluated and the requirements of the Client, additional elements beyond the scope of the ASTM standard may be included. Any additional scope of service items are detailed in the professional services agreement (PSA) to which this scope of service is attached. If an item is not indicated herein or in the applicable PSA, it is not included in the project.

The standard components of the Phase I ESA will include:

- Identification of past and present site ownership and uses (as deemed relevant to evaluating the subject site).
- Inspection of the site and any structures for the presence of potentially hazardous substances. Any areas not inspected will be clearly noted in the project report.
- Description of site environmental characteristics; such as the size, layout, extent of development, natural features, etc.
- An assessment of hazardous material or waste storage, handling, or disposal practices as they pertain to evaluate the presence of an actual, and/or material threat of, a hazardous substance release. For the purposes of the Phase I ESA, a hazardous substance includes petroleum products.
- An assessment of nearby properties whose activities may have an environmental impact on the subject property.
- Conclusions regarding potential problems and recommendations for further action.

In performing the assessment Robinson, Noble & Saltbush, Inc. will utilize a review of selected available public records, historical research, an inspection of the site, and may conduct interviews with tenants, owners, and/or public agency officials to evaluate the potential environmental liabilities associated with a property.

Records Review

Review of public agency records can provide significant background information on the site, including ownership history; past uses; permits or inventories for hazardous materials or wastes; reported spills, releases or known contamination; or other regulatory actions. Agencies which may be contacted include local assessor's office, planning department, utility district, fire department, health department, agricultural commissioner, or air quality management district. State environmental protection agencies, such as the Washington State Department of Ecology, maintain databases of sites which have been investigated and may also be contacted. The U.S. Environmental Protection Agency also maintains databases of hazardous waste generators or sites with hazardous waste contamination. Robinson, Noble & Saltbush, Inc. will search applicable data bases using a data extraction and reporting firm. We may also conduct a physical review of agency files as deemed necessary.

Historical Research

In order to review past use of the property, documents such as title history, maps, building permits, or aerial photographs may be reviewed as appropriate. Maps, such as parcel, topographic and fire-insurance maps, will also be reviewed as applicable.

Site Inspection

A site inspection will be conducted to evaluate the subject for site activities or uses which pose a high potential for environmental contamination. These items include but are not limited to:

- storage tanks (underground and above ground)
- water wells (domestic, agricultural or industrial)
- waste water systems
- drums or chemical storage areas
- ponds or surface impoundments
- maintenance or shop areas
- sumps or storm drains
- stained soil or pavement
- transformers
- piles of waste or trash
- dead or dying vegetation
- unusual odors
- other observations that in the opinion of the field investigator indicate the possible presence of conditions of concern.

Interviews

In order to determine current and past site practices, interviews with persons familiar with the site may be conducted. This may be done in person, in writing or via telephone. Examples of the types of individuals that may be contacted include: property owners, site managers, former employees, neighbors, and/or local agency officials.

Report

The activities described above will be documented in a report. The report will present the findings of the assessment and any recommendations for further action, if necessary. Be advised that the Phase I ESA does not typically include the collection of environmental samples.

Exhibit B



June 16, 2008

Lita Dawn Stanton
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Scope of work and cost estimate for a Phase I Environmental Assessment for:
Borgen Blvd. Parcel B, Gig Harbor, Washington

Dear Ms. Stanton:

Robinson, Noble & Saltbush would be pleased to complete a Phase I Environmental Site Assessment (Phase I) for the above-referenced site. The Phase I will be performed in accordance with the attached scope of services, which is based on standard industry practices and ASTM Standard E1527-05. Unless an item is specifically addressed in the noted scope of services and discussed herein, it should be assumed that it is not included in the scope of work for this project.

Based on our understanding of the project, we estimate the cost of our services to be a lump sum of \$4,500. Should you decide to pursue some or all of the work discussed above, please provide us with an authorized purchase order or your contract for our review and execution. Unless unexpected conditions are found to exist, the estimated completion time for the project is July 2, following the return of the executed purchase order or contract, and provided submittal of site access authority documentation is received within five days of the contract execution.

We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson, Noble & Saltbush project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

Sincerely,
Robinson, Noble & Saltbush

John F. Hildenbrand
Associate Environmental Scientist
Environmental Services Manager

attachments



Subject: Public Works Maintenance Facility Design - Architectural Services Contract

Proposed Council Action: Authorize the award and execution of the Architectural Services Contract with Lawhead Architects, for Design Services for the Public Works Maintenance Facility in the amount of One Hundred Forty-Nine Thousand Nine Hundred Ninety-Five Dollars and No Cents (\$149,995.00).

Dept. Origin: Public Works

Prepared by: David Stubchaer
Public Works Director

For Agenda of: June 23, 2008

Exhibits: Architectural Services Contract

Concurred by Mayor: Initial & Date CL# 6/18/08
Approved by City Administrator: RJK 6/17/08
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head: D& 6/17/08

Table with 3 columns: Expenditure, Amount, Appropriation. Row 1: Required \$149,995, Budgeted \$150,000, Required 0.

INFORMATION / BACKGROUND

The 2008 Street Capital Fund provides for designing a new addition to the Public Works Maintenance Facility to include provisions for additional staff parking, administrative functions and staff areas.

The City sent out a Request for Statement of Qualifications (SOQ) in January 2008 for Architectural Services for the Public Works Building. From the list of submittals, three firms with experience designing and building Public Works Maintenance Facilities were interviewed by a panel of City representatives. Lawhead Architects was selected because of their project team experience with similar facilities in Washington and their approach to integrating City staff input on design and function.

FISCAL CONSIDERATION

This work is within the \$150,000 budget that was anticipated in the adopted 2008 Budget, identified under Street Capital Fund Objective No. 5.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the Architectural Services Contract with Lawhead Architects for Design Services for the Public Works Maintenance Facility in the amount of One Hundred Forty-Nine Thousand Nine Hundred Ninety-Five Dollars and No Cents (\$149,995.00).

**CONSULTANT AGREEMENT
ARCHITECTURAL/ENGINEERING SERVICES
PUBLIC WORKS MAINTENANCE FACILITY PROJECT**

This Agreement is made and entered into by and between the CITY OF GIG HARBOR (hereinafter the "City"), a Washington municipal corporation, and LAWHEAD ARCHITECTS P.S. (hereinafter "Lawhead"), a corporation organized under the laws of the State of Washington, located at 12342 Northup Way, Bellevue, WA 98005.

WHEREAS, Lawhead responded to the Request for Statement of Qualifications (SOQ) in January 2008 for Architectural Services for the Public Works Building. Lawhead attended an interview session on February 13, 2008 with City representatives; and

WHEREAS, the City selected Lawhead to perform the work on Public Works Maintenance Facility, all as set forth herein and any attached Exhibits;

NOW, THEREFORE, the parties hereto agree as follows:

T E R M S

Section 1. Scope of Work.

Lawhead shall perform all work as described in **Exhibit A – Scope of Work**, which is attached hereto and incorporated herein by this reference. The work shall generally include professional design services to provide consulting assistance for a new Public Works Maintenance Facility on or adjacent to the site of the existing building. Lawhead shall not perform any additional services without the express permission of the City.

Section 2. Payment.

A. The City shall pay the Consultant for services provided by the Consultant at the rates set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

B. The total authorized compensation for the services set forth in this Agreement shall not exceed One Hundred Forty-Nine Nine Hundred Ninety-Five Dollars and No Cents (\$149,995.00) for the duration of this agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 and any related exhibits, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

C. Consultant shall not perform any work until such work is authorized by this Agreement or by a written Amendment to this Agreement that is executed by the duly authorized representatives of the parties. Additional services required or made necessary as a result of negligent acts or other wrongful acts or omissions or inaccuracies or inconsistencies or errors of Consultants or its subconsultants, at any tier, or the employees of any of them, shall be provided by Consultant at no additional cost to the City.

D. Payments to the Consultants shall be made based on invoices showing the percentage of work completed, as determined by the City. Consultant shall submit payment requests to the City not more frequently than monthly. Each such request shall be in the form of an invoice prescribed and/or agreed to by the City's Project Manager, signed by the Consultant's authorized representative, and should identify the total amount of compensation and expense reimbursement (separately stated) being requested under the current invoice. Each invoice shall cover only work completed to the date of the invoice after such work has been performed, and shall not cover any work performed and reported under any previously submitted invoice(s).

E. The City shall pay the full amount of an invoice within thirty (30) days of receipt, unless the City disputes the amount of the invoice. 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.

Section 3. Term of Agreement. The term of this Agreement shall begin when fully executed by the duly authorized representatives of both parties, and shall end on June 30, 2009, unless terminated earlier, pursuant to the provisions hereof.

Section 4. Commencement of Work. The Consultant shall begin the work outlined in the Scope of Work in Section 1 and any related exhibits to this Agreement, upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the work is complete. Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for its convenience and will be extended for delays due to conditions beyond its control.

Section 5. Extra Work. The City may desire to have the Consultant perform work or render services in connection with this work other than that expressly described in the Scope of Work section herein. This will be considered Extra Work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of Extra Work prior to execution of a written amendment signed by the duly

C. Consultant shall not perform any work until such work is authorized by this Agreement or by a written Amendment to this Agreement that is executed by the duly authorized representatives of the parties. Additional services required or made necessary as a result of negligent acts or other wrongful acts or omissions or inaccuracies or inconsistencies or errors of Consultants or its subconsultants, at any tier, or the employees of any of them, shall be provided by Consultant at no additional cost to the City.

D. Payments to the Consultants shall be made based on invoices showing the percentage of work completed, as determined by the City. Consultant shall submit payment requests to the City not more frequently than monthly. Each such request shall be in the form of an invoice prescribed and/or agreed to by the City's Project Manager, signed by the Consultant's authorized representative, and should identify the total amount of compensation and expense reimbursement (separately stated) being requested under the current invoice. Each invoice shall cover only work completed to the date of the invoice after such work has been performed, and shall not cover any work performed and reported under any previously submitted invoice(s).

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Section 3. Term of Agreement. The term of this Agreement shall begin when fully executed by the duly authorized representatives of both parties, and shall end on June 30, 2008, unless terminated earlier, pursuant to the provisions hereof.

Section 4. Commencement of Work. The Consultant shall begin the work outlined in the Scope of Work in Section 1 and any related exhibits to this Agreement, upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the work is complete. Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for its convenience and will be extended for delays due to conditions beyond its control.

Section 5. Extra Work. The City may desire to have the Consultant perform work or render services in connection with this work other than that expressly described in the Scope of Work section herein. This will be considered Extra Work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of Extra Work prior to execution of a written amendment signed by the duly

authorized representatives of both parties will not be reimbursed under this Agreement or any Amendment to this Agreement.

Section 6. Key Persons. The Consultant shall assign the work hereunder to the following Key Persons: Frank Lawhead. The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, and the City may withhold such consent in its sole discretion. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

Section 7. Termination.

A. Termination of Agreement.

1. For Cause. The City may terminate this Agreement if the Consultant is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

2. For City's Convenience. The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, at any time prior to completion of the work described in Section 1, Scope of Services. 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. Such notice may be delivered to the Consultant in person or by certified mail.

B. Rights Upon Termination. In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

C. Return of Documents. Upon termination for any reason, the Consultant shall provide the City with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The City may then 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. The City shall have the same rights to use these materials as if termination had not occurred; provided, however, that the City shall release, indemnify, and hold the Consultant harmless from any claims, losses or damages to the extent caused by modifications made by the City to the Consultant's work product.

D. Completion of Work. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

Section 8. Relationship of Parties.

A. 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.

B. 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. This Agreement does not authorize the Consultant to act as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

C. 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.

E. 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.

Section 9. Discrimination. In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its sub-contractors, 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.

Section 10. Indemnification. The Consultant shall indemnify the City and its employees, officers, officials and agents from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent arising out of the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents and employees. In furtherance of these obligations and only with respect to the City, its officers, officials, employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

Section 11. 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate and shall cover liability arising from

premises, operations, independent contractors and personal injury, advertising injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

4. Professional Liability insurance appropriate to Consultant's profession, which shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

E. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

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

Section 12. 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.

Section 13. 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.

Section 14. Compliance with Law. The Consultant, at no expense to the City, shall comply with all applicable 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. The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof.

Section 15. 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.

Section 16. 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 for use in connection with the work.

Section 17. Non-Waiver of Breach. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

Section 18. Assignment and Subcontracting. The Consultant shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole

discretion. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Consultant from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment or subcontract.

Section 19. Errors and Omissions. The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications and/or other Consultant services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

Section 20. Intellectual Property Rights. All materials and documents prepared by the Consultant in connection with the work are instruments of service created solely for use on this Project and the Consultant shall retain the copyright (including the right of reuse) whether or not the work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code(s), object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the work, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the Project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the Project or any other project, and the Consultant shall have no liability associated with such use or reuse.

The Consultant hereby assigns to the City all rights in any invention, improvement or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by Consultant that was created or produced separate from this Agreement or was

pre-existing material (not already owned by the City), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the work. To the extent that preexisting materials are incorporated into the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the preexisting material, but only as an inseparable part of the work.

Section 21. Confidentiality. The parties agree that they will not permit duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent or representative) unless such duplication, use or disclosure is specifically authorized in writing or is required by law. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW, and if the City receives a request for any information relating to this Agreement that is labeled "Confidential and Proprietary" by the Consultant, that the City shall notify the Consultant that unless the Consultant obtains a court order prohibiting disclosure or seeking an in camera review of the records to determine whether such documents may be disclosed, that the City will disclose such documents to the requestor. Each party shall be required to expend its own attorneys' fees and costs to bar disclosure of any record under the Public Records Act, and if the party does not seek to bar disclosure, it will be assumed that the record may be disclosed.

Section 22. 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or 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 Administrator'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.

Section 23. 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

City of Gig Harbor
Attn: David Stubchaer
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335

Lawhead Architects P.S.
Attn: Frank Lawhead
Architect
12342 Northup Way
Bellevue, WA 98005

Section 24. 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.

Section 25. 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.

Section 26. Negotiated Agreement. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

Section 27. Remedies Cumulative. Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.


Section 28. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 29. Binding Agreement. This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this

Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

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

Consultant: LAWHEAD ARCHITECTS P.S. THE CITY OF GIG HARBOR

By: 
Its PRESIDENT

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

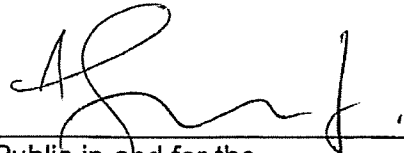
ATTEST:

Gig Harbor City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that FRANK LAWHEAD is the person who appeared before me, and said person acknowledged that (he/~~she~~) signed this instrument, on oath stated that (he/~~she~~) was authorized to execute the instrument and acknowledged it as the PRESIDENT of Lawhead Architects P.S. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: JUNE 17 2008



Notary Public in and for the
State of Washington,
Residing at KING COUNTY
My appointment expires: NOV 16 2011

NOTARY PUBLIC
STATE OF WASHINGTON
AMIN G. MANJI
My Appointment Expires Nov. 16, 2011

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

Exhibit A – Scope of Work

City of Gig Harbor
Public Works Shops
April 7, 2008 Rev.#1 May 12, 2008
Rev.#2 May 20,2008 Rev.#3 June 12,2008

SCOPE OF WORK

I. Basic Services of ARCHITECT and CONSULTANT TEAM

A. Description of Project: Public Works Shops

A general description of the Project for the City of Gig Harbor Public Works Department: Lawhead Architects PS shall provide construction documents for a new Administration Building (4,500 sq. ft. to 4,750 sq. ft.) containing offices, meeting room, locker area, and building support areas. The parking for this building will be provided at a ratio of 1 per 300 sq. ft. (total of 16 to 20 stalls)

Lawhead Architects P.S. understand the new building to be a single story wood framed building.

Services shall be divided into two sections. First, master planning / building program with pre-application review with the City of Gig Harbor and second the building construction package with the basic structural, mechanical, electrical engineering , civil and landscape services.

The Bidding Phase and Construction Administration Phase Services are NOT INCLUDED.

B. Master Planning /Building Program:

1. The ARCHITECT shall provide two building options and revise one option.
2. The ARCHITECT shall attend 2 team meetings during the Master Planning / Building Program. (Master Plan to include Administration Bldg, New Shop Bldg, 2 Vehicle Storage Bldg)
3. The ARCHITECT shall revise/locate the new building on the master site plan for pre-application review by the City of Gig Harbor. (schematic floor plan and elevations will be used)
4. The ARCHITECT shall review owner program requirements and prepare Program Document for the project.
5. The ARCHITECT shall coordinate with the pre-application documents.(Design Review Process)

Documents provide for phase-Master Planning/Building Program:

- *2 Site Options -Site Plan:: 1"=60'-0"*
 - *Refine into One Site Plan: 1"=60'-0"*
 - *Administration Building to be designed to accommodate future growth/have expansion shown in master plan. .*
- *Program Document*
 - *Identify Sq. Ft. requirements for each Building,*
 - *Room names, room functions, occupants, proximities, equipment requirements and any special requirements.*
 - *Final 8 1/2' x 11' book.*

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City of Gig Harbor
Public Works Shops
April 7, 2008 Rev.#1 May 12, 2008
Rev.#2 May 20,2008 Rev.#3 June 12,2008

- *Design Review Process*
 - *Coordinate the pre-application documents. (schematic floor plan and elevations will be used)*
 - *Attend Design Review Meetings and Hearing Examiner Meeting.*
 - *Two Revisions of the Design Review Documents. (two re-submittal, if needed)*

C. Building Construction package:

1. The ARCHITECT shall attend 4 team meetings during the Building / Site Construction – 2 during Schematic Design Phase, 1 during Design Development and 1 during Construction Document Phase.

D. Schematic Design Phase:

1. The ARCHITECT shall consult with the Owner to ascertain and confirm the general and detailed requirements for the building.
2. The ARCHITECT shall prepare studies leading to an approved final design. The schematic design documents for the approved final design shall include floor plans showing the general scope and character of the building.
3. The ARCHITECT shall obtain the Owner's written approval of the Schematic Design Phase before proceeding with the Design Development Phase.

Documents provide for phase- Administration Building:

- *Site Plan:: 1"=30'-0"*
- *First Floor Plan:: 1/16" = 1'-0"*
- *Building Elevations (4) :: 1/16" = 1'-0"*
- *Building Section (2) :: 1/16" = 1'-0"*

E. Design Development Phase:

1. Based upon the approved schematic design documents, the ARCHITECT shall prepare design development documents consisting of plans, elevations, sections/details and other preliminary drawings and specifications, to establish and illustrate the size and character of the entire Project. The design development documents shall describe the materials, type of structure, mechanical and electrical systems.
2. The ARCHITECT shall obtain the Owner's written approval of the design development phase before proceeding with the construction document phase.

Documents provide for phase- Administration Building:

- *Site Plan:: 1"=30'-0"*
- *First Floor Plan:: 1/8"=1'-0"*
- *Floor Finish Plan or Finish Schedule*
- *Reflected Ceiling Plan :: 1/8"=1'-0"*
- *Building Elevations (4) :: 1/8" = 1'-0"*
- *Building Section (2) :: 1/8" = 1'-0"*

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City of Gig Harbor
 Public Works Shops
 April 7, 2008 Rev.#1 May 12, 2008
 Rev.#2 May 20,2008 Rev.#3 June 12,2008

- Wall Sections (2): 1/2" – 1'-0"
- Outline Architectural Specifications

F. Construction Document Phase:

1. The ARCHITECT, in preparation of this phase of work, shall follow in every respect the scope and form of the Project as set forth in the approved design development phase except that changes may be made at the written request of, or with the written consent of, the Owner. Changes requested by the Owner and not necessitated by the ARCHITECT'S errors or omissions will be made subject to an agreement for extra services.
2. Based upon the approved design development documents, the ARCHITECT shall prepare construction documents. These documents shall include construction drawings, revised specifications and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, workmanship, finishes, equipment and the conditions affecting the work. The construction documents shall be sufficiently detailed to provide guidance for all divisions of the construction project.
3. Documents furnished by the Owner, including Instructions to Bidders, General Conditions, Addenda to the General Conditions and Special Conditions shall be made a part of the Project construction documents. The ARCHITECT shall not modify the Owner's documents without prior written approval from the Owner. Such documents shall be provided to the ARCHITECT for reference.
4. Subject to approval by the Owner, the ARCHITECT shall be permitted to include in the construction documents alternate bids to adjust the construction cost to the project construction cost.
5. The ARCHITECT shall obtain the Owner's written approval of the Construction Document Phase before proceeding with the Bidding Phase.

- Documents provide for phase- Administration Building:
- Cover Sheet with Divisions of Work, Agency Notes.
- Project Data, Schedules and General Notes.
- Site Plan:: 1"=30'-0"
- Site Details (5):: 1" =1'-0"
- First Floor Plan:: 1/8"=1'-0"
- Roof Plan:: 1/8"=1'-0"
- Floor Finish Plan or Finish Schedule
- Reflected Ceiling Plan :: 1/8"=1'-0"
- Enlarged Floor Plan –Locker Area-Restrooms: 1/4"=1'-0"
- Building Elevations (4):: 1/8" = 1'-0"
- Building Section (2):: 1/8" = 1'-0"
- Wall Sections (4):: 1/2" – 1'-0"
- Exterior Details (15):: 1 1/2" =1'-0"
- Interior Elevations (20):: 1/4"=1'-0"
- Interior Details (10 - relites, interior partitions, casework)
- Architectural Specifications (CSI format)
- Original stamped Mylar set and electronic CD to City
- Two revisions on permit documents. (two re-submittal, if needed)

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City of Gig Harbor
Public Works Shops
April 7, 2008 Rev.#1 May 12, 2008
Rev.#2 May 20,2008 Rev.#3 June 12,2008

G. Bidding Phase: (NOT INCLUDED)

1. After approval of the construction documents the ARCHITECT shall provide copies of bid documents for the Owner's use. The ARCHITECT shall provide copies of documents for bidding purposes and shall be reimbursed for printing/plotting costs.
2. The ARCHITECT shall prepare and issue addenda, attend the bid opening if requested, and assist the Owner in obtaining satisfactory bids.
3. Upon award of the construction contract, the ARCHITECT shall proceed with the Construction Phase.

H. Construction Administration Phase: (NOT INCLUDED)

1. Owner shall issue notice(s) to proceed with the work to the successful Contractor(s).
2. During construction, the ARCHITECT shall perform services including but not limited to: (seven month construction schedule)
 - a) Review the Contractor's submittals of materials and equipment and obtaining the District's concurrence in all approvals to be granted Contractors.
 - b) Review shop drawings for compliance with contract documents.
 - c) Prepare Field Authorizations and Change Order Proposals. Obtain and Review the Contractor's cost breakdowns and recommend whether the proposed changes in the work shall be made.
 - d) Review the Contractor's Application and Certificate for Payment:

Based on the Architect's site observations, the ARCHITECT shall determine whether the work has progressed to the point indicated by the Contractor and whether the Contractor is entitled to the amounts invoiced. The ARCHITECT shall sign and date the Application to certify that the work has been done to the quality as required and in accordance with the contract documents to the best of the knowledge, information and belief of the ARCHITECT.

Signing the Contractor's Application does not represent that the ARCHITECT has any knowledge of how or for what purpose the Contractor has used the monies previously paid on the contract sum.
- e) Obtain and check the Contractor's construction schedules and promptly notify the Owner and the Contractor of non-compliance with the schedules.
- f) Establish with the Owner a mutually satisfactory schedule for site visits by the ARCHITECT (ARCHITECT- 1 visit per week included in Basic Services)

LAWHEAD ARCHITECTS PS • 12342 NORTHUP WAY • BELLEVUE, WA. 98005

City of Gig Harbor
Public Works Shops
April 7, 2008 Rev.#1 May 12, 2008
Rev.#2 May 20,2008 Rev.#3 June 12,2008

and sub consultants. The ARCHITECT and subconsultants will visit the site at intervals appropriate for the stage of construction for their portion of the Project.

- g. Select finish materials and colors and prepare color schedules and material/color boards for the Owner's approval.
 - h. Prepare check lists of corrective items, make final inspections and certify completion of the Project and compliance with contract terms.
 - i. Obtain and deliver to the Owner all written guarantees, manuals, and instructions required in the contract documents prior to final acceptance by the Owner.
3. The ARCHITECT shall promptly notify the Owner and the Contractor of any defects or deficiencies in the Contractor's work. The ARCHITECT shall have authority, with written approval from the Owner, to require special inspection or testing of any work believed to be in nonconformance with the contract documents. The ARCHITECT shall have authority to reject non-conforming work to ensure compliance with the contract documents. The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
4. Upon completion or termination of this Agreement, the ARCHITECT shall deliver to the Owner all original drawings and project manuals, including addenda and change order documents, and Contractor-marked reproducibles showing as-built changes. If directed by the Owner, the ARCHITECT shall revise the original drawings showing all changes in the work made during construction. If such request is made, the ARCHITECT shall be compensated in accordance with Additional Service Rates. (standard hourly rates, see attached)

II. Assumptions

- 1. Owner to provide a survey of the existing conditions of the site. (electronic (CAD) format.)
- 2. The Owner shall provide soils report by geotechnical engineer, including retaining wall design, asphalt pavement design and concrete pavement design.
- 3. Owner's consultant will define the environmental site issues and provide recommendations for the proposed site improvements.
- 4. Owner to assist the Architect in completing the SEPA Checklist *and obtaining necessary building applications and permits.*
- 5. *Frontage improvements to be designed and constructed by City staff.*
- 6. *Site Lighting : four poles in parking lot.*
- 7. *Original stamped Mylar set Civil/Mechanical*

III. Work Not In Contract

- A. The following work will be provided by others and information will be provided to Lawhead Architects.
- 1. Site survey.
 - 2. Geotechnical investigation and report.
 - 3. Traffic Study.
 - 4. Cost Estimate (detailed)

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City of Gig Harbor
Public Works Shops
April 7, 2008 Rev.#1 May 12, 2008
Rev.#2 May 20,2008 Rev.#3 June 12,2008

- 5. Bid printing not included
- 6. Rack Structural Design

IV. Project Fee (hourly to max.)

Master Planning / Building Program:

Lawhead Architects P.S.		
Program	\$ 4,000.00	
Master Planning	\$ 6,000.00	
Design Review Process	\$ 9,000.00	
 KPF (civil)	\$ 2,000.00	
-see kpff letter, 3-26-08-		
 Atelier ps (Landscape)	\$ 2,000.00	
-see Atelier ps letter, 3-21-08-		
	SUB-TOTAL	\$ 23,000.00

Building/ Site Construction package : (Bidding/Construction Admin.NOT INCLUDED)

Architectural,Structural,Mech/Elec.
Lawhead Architects P.S.

- see letter, 4-7-08-
- KPF (structural)
- see kpff letter, 3-25-08-
- Interface Engineering (mech/elec)
- see Fee Proposal letter, 3-14-08-
- Civil
- KPF (civil)
- see kpff letter, 3-26-08-

Landscape Architect
Atelier ps (Landscape)

-see Atelier ps letter, 3-21-08-		
 <i>Schematic Design</i>	\$24,420.00	<i>see work sheet 6-12-08</i>
 <i>Design Development</i>	\$34,380.00	<i>see word sheet 6-12-08</i>
 <i>Construction Documents</i>	\$68,195.00	<i>see work sheet 6-12-08</i>
	SUB-TOTAL	\$126,995.00

Reimbursable expense billed at 1.12 direct cost.
(printing/copy/plotting/scanning/
mileage/postage/messenger-see attached)
SUB-TOTAL \$ 0.00

PROJECT TOTAL \$149,995.00 Original & Rev.#1

City of Gig Harbor
Public Works Shops
April 7, 2008 Rev.#1 May 12, 2008
Rev.#2 May 20,2008 Rev.#3 June 12,2008

V. Revised CIVIL Scope (fee hourly to max.) Revision #2

Revised CIVIL Scope :
Civil Drawings to be in 3-D AutoCAD.
Civil \$ 5,600.00
KPPF (civil)
-see kpff letter, 3-26-08-
see kpff E-Mail , 5-21-08-

Revised CIVIL Scope :
Sanitary Sewer Pump Station
Civil \$ 11,200.00 to \$ 16,800.00
KPPF (civil)
-see kpff letter, 3-26-08-
see kpff E-Mail , 5-21-08-

Revised CIVIL \$ 16,800.00 to \$ 22,400.00
Add to Original & Rev.#1
For Total Project Fee

Please review the proposed scope of work and fees and respond with your comments. We look forward to working with you.

Sincerely,

Frank Lawhead
LAWHEAD ARCHITECTS, P.S.

Proposal
Accepted as proposed:

City of Gig Harbor-Public Works Department

Date

encl.: Lawhead Architects P.S. fee schedule

KPPF (structural)
-see kpff letter,
-see E-Mail 1 (IBC)
Interface Engineering (mech/elec)
-see Fee Proposal letter,

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City of Gig Harbor
Public Works Shops
April 7, 2008 *Rev.#1 May 12, 2008*
Rev.#2 May 20,2008 Rev.#3 June 12,2008

KPFF (civil)
-see kpff letter
-see *E-Mail 1*
-see *E-Mail 2*

Atelier ps (Landscape)
-see Ateller ps letter,

Work Sheet 6-12-08 (Revision #3)
- *Page 1, IV Project Fee • Master Planning/ Building Program*
- *Page 2 IV Project Fee • Building / Site Construction Package*
- *Page 3 V Revised Civil*

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8



March 25, 2008

Mr. Frank Lawhead
Lawhead Architects P.S.
12342 Northup Way
Bellevue, WA 98005

Subject: Gig Harbor Public Works Shops
Structural Fee Proposal

Dear Frank:

Thank you for inviting KPFF to submit this proposal for the design of four structures at the public works site in Gig Harbor, Washington.

PROJECT DESCRIPTION

Our proposal is based on the schematic program space summary and site plan dated March 10, 2008, showing four new buildings with area breakdown as follows:

Administration Building (I)	4,760 sf	PHASE 1	(revision #3)
Shop Building (II)	-3,000 -		
Vehicle Storage Building (VI)	-4,800 -		
Vehicle Storage Building (VII)	-3,600 -		
Total	<u>-16,160 sf -</u>		

The administration building will consist of stick-framed steel or wood construction, with a lateral system consisting of braced frames or light-frame shear panels. The shop and vehicle storage buildings will be bidder-designed pre-manufactured steel buildings. All structures will be supported by conventional concrete spread footings. KPFF will provide the foundation design for all four structures, and superstructure design for the administration building.

1601 Fifth Avenue Suite 1800 Seattle, WA 98101 (206) 622-5822 Fax (206) 622-8130
Seattle Everett Tacoma Lacey Portland Eugene Sacramento San Francisco Walnut Creek Los Angeles Long Beach Pasadena Irvine
San Diego Phoenix Denver St. Louis New York & Amman, Jordan

Mr. Frank Lawhead
March 25, 2008
Page 2

SCOPE OF BASIC SERVICES

KPFF will provide the following structural engineering services for this project:

SCHEMATIC DESIGN/DESIGN DEVELOPMENT

- Provide consultation services relating to the evaluation and selection of the most economical and efficient structural systems for this project. This will include layout and preliminary sizing for the superstructure of the pre-manufactured metal buildings.
- Provide design development structural drawings on AutoCAD bases provided by Lawhead Architects.
- Prepare preliminary specifications for structural components and assist in preparing performance specifications for non-structural components.

PERMIT/CONSTRUCTION DOCUMENTS

- Prepare construction drawings and structural calculations for submittal to the Gig Harbor Building Department, as well as for bidding and construction.
- Foundation drawings and structural calculations will be provided for the pre-manufactured metal buildings.
- Design and document the structure in accordance with applicable codes and regulations. KPFF will work with the Building Department during the permit process, providing information and revisions as necessary to obtain a permit.
- Material specifications for all structural materials, prepared in Masterspec format. KPFF will edit our office standard specifications to suit this project.
- Structural performance specifications for the bidder-designed pre-manufactured metal buildings.

- CONSTRUCTION PHASE -- Phase 2

- Review of all structurally-related shop drawings and submittals.
- Respond to contractor's requests for information and clarification.
- Review testing laboratory reports required by the Building Department.
- Provide site observations during construction as appropriate and as additionally requested by Lawhead Architect's. Four site visits during construction are currently budgeted as follows:
 - o Preconstruction Meeting (1)
 - o Structural Observations (2)
 - o Project Closeout (1)

Mr. Frank Lawhead
March 25, 2008
Page 3

- Provide structural design review of the attachments of manufactured items or equipment to the building.

ASSUMPTIONS

Our proposal is based on the following assumptions:

- The project will be led by one general contractor in a single phase designed as a complete package. No early foundation permits are currently anticipated.
- Conventional spread footings are assumed. If pile foundations are required, this would require additional services.
- Our services are for shell-and-core only; no tenant improvements are included.
- Site structures, including retaining walls, planters, and water features, if required, are currently undefined and are excluded from this proposal.
- The design of cladding, curtain walls, identity signage, and temporary shoring, if required, are not included in this proposal. We can provide a proposal for these services at your request.
- Any future expansion of the buildings will be independent structures.

PROJECT SCHEDULE

No project schedule has been established. This proposal assumes permit drawings will be completed by January 2009.

STRUCTURAL FEE - NEW CONSTRUCTION

We propose to provide structural engineering services for the following lump-sum fee in accordance with the enclosed Terms and Conditions, which are made part of this proposal:

Administration Building (I)	-\$18,000 --	PHASE 1
Shop Building (II)	- 6,000 -	
Vehicle Storage Buildings (VI), (VII)	<u>-12,000-</u>	
Total Fee	<u>\$36,000-</u>	

Billings will be issued monthly and broken down by the above tasks.

REIMBURSABLE EXPENSES

Reimbursable expenses for items such as travel, outside reprographics, and messenger services are in addition to these fees, and will be invoiced at cost. We recommend an allowance of \$500 be established. If site visits by the structural engineer are required in addition to those noted above, total costs for labor and expenses are estimated at \$600 per visit.

- Phase 1 Structural \$14,400.00
- Schematic Design/Design Development/Construction Document
- Phase 2 Bidding/Construction Administration (revision #3)

Mr. Frank Lawhead
March 25, 2008
Page 4

Thank you for requesting this proposal. We appreciate the opportunity to work with you and look forward to a successful and rewarding project. If this proposal meets with your acceptance, please sign and return a copy for our files. Please do not hesitate to call me at (206) 622-5822 if you have any questions.

Sincerely,


Jim O. Swenson, PE, SE
Associate

JJC:jef:als

Enclosure

65400

Approved: _____ Date: _____
Lawhead Architects P.S.

Revised 05/01/06



TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

4. Dispute Handling

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

5. Suspension of Services

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

6. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

7. Ownership of Documents

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

8. Contract Administration

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

9. No Third Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

10. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

11. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 1/2 %) for each one month of delinquency (or the maximum allowable by law, whichever is lower). If KPFF initiates suit to recover delinquent sums owed by Client, KPFF shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 (206) 622-5822 Fax (206) 622-8130

Seattle Everett Tacoma Lacey Portland Eugene Sacramento San Francisco Walnut Creek Los Angeles Long Beach Pasadena Irvine
San Diego Phoenix Denver St. Louis New York Amman, Jordan

From: "Jim Swenson" <jim.swenson@kpff.com> (Revision #3)
Subject: Glg Harbor Public Works Project
Date: June 13, 2008 4:33:12 PM PDT
To: "Frank Lawhead (E-mail)" <flawhead@lawhead.com>

Frank,

This is just to confirm that we would expect to design the Glg Harbor Public Works project to the IBC. At this time the current version is the 2006.

Jim O. Swenson PE SE | Associate

KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, Washington 98101

O: (206) 622-5822
F: (206) 622-8130
jms@kpff.com



Nicholas P. Rich, PE
 12020 113th Ave NE, Suite 200
 Kirkland, WA 98034
 425.820.1542 phone 425.820.1628 fax
 Project Name: GIG Harbor PW Shops
 Project Number: Proposal
 Subject: Full Design
 Date: 3/14/08

Project Area: (New) 6,760 SF (Does not include existing)
 Unit Cost \$ 160 Cost per SF (Incl site dev't)
 Project Cost \$ 1,081,600 Est.
 MEP Fraction: 35%
 MEP Cost \$ 378,560
 MEP Design Fee %: 5.0%
 MEP Design Fee: \$ 18,928

Project Phase	Percent	Mech	Elec	Fire Prot (Spk/ir)	Fire Alarm	Tech	Total
DESIGN PHASE:							
Sch. Development	SD \$	500 \$	500 \$	500			1,500
Des. Dev't	DD \$	1,000 \$	1,000 \$	500			2,500
Permit Docs	Permit / 90% CD \$	6,500 \$	6,500 \$	500 \$	500 \$		14,000
Bldg/Constr. Docs	100% CD \$	1,500 \$	1,500 \$	250 \$	250 \$		3,500
Total Design Fee		9,500 \$	9,500 \$	1,750 \$	750 \$		21,500
BIDDING / CONSTRUCTION PHASE							
Bidding/Addenda		500 \$	500 \$				1,000
Submittal Review		500 \$	500 \$	500 \$	500		2,000
RFIs - (50 week constr sch)		2,500 \$	2,500 \$	625 \$	625		6,250
Site Visit #1		625 \$	625 \$				1,250
Site Visit #2		625 \$	625 \$				1,250
Final Punch Site Visit		1,000 \$	1,000 \$				2,000
Construction Admin. Fee		4,750 \$	4,750 \$	625 \$	625		10,750
TOTAL MEP FEE, DESIGN AND CA:							\$ 32,250

Phase 1 Mechanical and Electrical \$14,400.00
 Schematic Design/Design Development/Construction Document

Phase 2 Bidding/Construction Admin. (revision #3)

Printed 4/7/08 2:10 PM



March 26, 2008

Mr. Frank Lawhead
Lawhead Architects
12342 Northup Way
Bellevue, WA 98005

Subject: Gig Harbor Public Works Expansion
Civil Engineering Services

Dear Frank:

We are pleased to submit this proposal to provide civil engineering services for the preparation of the contract documents for the Gig Harbor Public Works Expansion project. We understand the project includes four new public works buildings totaling 16,000 square feet on a 2-acre parcel. The following scope is based on our recent conversations with you and preliminary site program. We anticipate the following scope of services in preparation and permitting of civil plans and documents through the City of Gig Harbor.

SCOPE OF WORK

SCHEMATIC DESIGN

We anticipate the following efforts during schematic design:

- Conduct preliminary discussions with local permit authorities and utility providers to define permit processes, adequacy of supporting utilities, and schedules. Review local codes as related to permitting and development of the site.
- Attend one project team meeting.
- Provide preliminary site planning coordination with architects and team to prepare a fixed final site plan to be used in the preparation of civil construction design documents.
- Conduct one site visit to review and observe existing site conditions.
- Perform preliminary storm drainage calculations for on-site detention and water quality.
- Prepare a schematic level civil site plan showing utility connections for sanitary sewer, domestic water, and fire protection. This plan will include schematic grading information and storm drainage facilities.
- Provide coordination and collaboration with the project architect, landscape architect, and other project team members during schematic design development.

1801 Fifth Avenue, Suite 1600 Seattle, WA 98101 (206) 822-5822 Fax (206) 822-8130

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San Diego Phoenix Denver St. Louis New York Annan, Jordan

Mr. Frank Lawhead
March 26, 2008
Page 2

DESIGN DEVELOPMENT

We anticipate the following effort during design development:

- Attend one project team meeting.
- Prepare design development level civil plans showing utility connections for sanitary sewer, domestic water, and fire protection. This plan will include preliminary grading information and storm drainage facilities.
- Coordination and collaboration with the project architect and other project team members during design development.
- Prepare a preliminary Technical Information Report (TIR) and drainage model for detention sizing of the on-site drainage system.

CONSTRUCTION DOCUMENTS

KPFF will prepare permit and construction documents to support the project. We anticipate the following documents and services:

- Attend two project team meetings.
- Attend one meeting with the local jurisdiction to respond to review comments and resolve design issues.
- Coordinate with local jurisdiction, design team, and the owner representative.
- Assistance with State Environmental Policy Act (SEPA) checklist items related to the civil design.
- Site plan base control and layout with CAD file update and distribution to team.
- Preparation of 1/2 inch to 20 inch scale drawings in support of the Construction Documents for the site design. Plans to include:
 - Cover Sheet
 - Construction Notes Sheet
 - Horizontal Control Plans
 - Grading and Drainage Plans
 - Water, Sewer and Utility Plans
 - Temporary Erosion and Sediment Control (TESC) Plans
 - TESC, Drainage, Utility, Paving, and Striping Details
- Prepare a final TIR and drainage model for detention sizing of the on-site drainage system.
- Provide civil technical specifications for our work.
- Permit package including addressing one round of review comments from the local jurisdictions with required responses to comments.

Mr. Frank Lawhead
March 26, 2008
Page 3

CONSTRUCTION SUPPORT --- (Phase 2)

KPFF will provide 30 hours of construction support to be used for the following as requested to assist the project team:

- Attend construction meetings.
- Conduct site visits to observe the progress of construction and provide written field reports.
- Review submittals and respond to contractor field construction questions concerning our design.
- Provide a final field observation (punch list) to observe conformity of the civil work to the contract documents.

ASSUMPTIONS

- With the exception of the foundation drainage plan, our work will be limited to the area 5 feet outside of the building foundation and out to the edge of the project property line.
- No frontage improvements or off-site utility extensions will be required. If these design services are required, they can be provided as an additional service.
- Utilities adjacent to the site have capacity to adequately serve the project for water and sanitary sewer. Sanitary sewer will gravity flow to existing public mains.
- A geotechnical report with earthwork, paving, and foundation drainage recommendations will be provided for our use.
- A site plan, showing the proposed building and site layout, and a boundary and topographic survey, showing existing site grade contours, utilities, and surface improvements, will be provided for our use in AutoCAD format.
- The architect will perform detailing of exterior architectural sidewalks pavers and special paving treatments.
- Landscaping, irrigation, and site lighting design will be provided by others.
- Design of structured site walls and detention facilities, if required, will be an additional service.
- Telecommunications, power service, and duct bank franchise systems to support the project will be designed by others. We have included time to coordinate horizontal locations of these systems with franchise utility designer.
- Revisions due to additional jurisdictional reviews, based on new issues, tenant revisions, or schedule changes, or work scope not listed above is outside the scope of this proposal.
- Preparation of a wet weather plan has not been included in this proposal. We have not included a contingency to cover significant unanticipated delays in the progress of our work.

Mr. Frank Lawhead
March 26, 2008
Page 4

FEES

We propose to provide the above services on an hourly basis for the following total estimated fee in accordance with the enclosed Terms and Conditions, which are made part of this proposal:

Schematic Design	\$ 3,000
Design Development	3,000
Construction Documents	18,000
Construction Support	<u>3,000</u>
Total Fee	-- \$27,000 -----

Reimbursable expenses will be invoiced at our cost. For projects in Gig Harbor, these typically include courier charges and reproduction costs.

Phase 1:

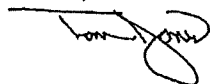
We understand there is a possibility of phasing the project, if that occurs we assume Phase 1 shall include overall project master planning (Schematic and Design Development). Phase 1 work will more specifically include the administration building and associated parking to support the building. Design of a 24 foot access drive from the frontage road to the site and the detention system to support the entire project. We estimate the Phase 1 fee to be \$20,000.

If letter meets with your approval, please sign below and return a copy for our file.

We appreciate the opportunity to be part of the project team and look forward to a successful and rewarding project. If you have any questions regarding this letter, please call me at (206) 622-5822.

Sincerely,

Phase 1



Tom Jones
Associate

Master Planning/Building Program
 Master Planning \$1,000.00
 Design Review \$1,000.00
 Building/Site Construction Package
 Schematic Design/Design Development/
 Construction Document
 \$18,470.00

cc: Mark Veldee, KPFF

WTJ:als
Enclosure
65400

(Revision #3)

Approved: _____ Date: _____
Lawhead Architects

From: "Mark Veldee" <mark.veldee@kpf.com>
Subject: Gig Harbor Phase 1
Date: May 21, 2008 10:32:30 AM PDT
To: "Frank Lawhead" (E-mail)" <lawhead@lawhead.com>
Cc: "Tom Jones" <tom.jones@kpf.com>

Frank:
We understand the City of Gig Harbor is requesting our Civil design be accomplished using Civil 3-d. We propose providing these services for an additional fee of \$5,000.

We have assumed the project survey will be provided for our use in 3-d as well.

Thanks
Mark

Mark Veldee, PE | Principal

KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, Washington 98101

O: (206) 622-5822 D: (206) 926-0530

F: (206) 622-8130

markv@kpf.com

www.kpf.com

From: "Mark Veldee" <mark.veldee@kpff.com>
Subject: Glg Harbor Phase 1
Date: May 21, 2008 11:37:53 AM PDT
To: "Frank Lawhead" (E-mail)" <flawhead@lawhead.com>
Cc: "Tom Jones" <tom.jones@kpff.com>

Frank:
We understand that sanitary flows from the new Phase 1 administration building will require pumping. Our level of effort in the design of a small pump station can vary based on site and client requirements. Assuming a duplex submersible pump station with relatively short forcemain and no emergency power generator requirements, I estimate our design cost in the range of \$10,000 to \$15,000. This can likely be reduced if the city has a preferred/standard design for their pump stations. Due to the uncertainty of effort we will be glad to perform this work on an hourly basis.

Thanks
Mark

Mark Veldee, PE | Principal

KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, Washington 98101

O: (206) 622-5822 D: (206) 926-0530

F: (206) 622-8130

markv@kpff.com

www.kpff.com



March 21, 2008

Gig Harbor Public Works Shops / Phase 1
Gig Harbor, WA
Fee Proposal - Landscape Architectural Services

Schematic Design Phase	Principal	L. Arch.	Tech.	
Project Meeting @ Lawhead Architects (1)	2			
Site Visit/Document Existing Conditions	6			
Collaborate with Architect/Civil for site/open space grading/utilities and drainage, native tree retention	2	6		
Prepare Schematic Landscape Plan/Schedules	2	4	12	
Assist w/SEPA Checklist		2		
CADD and Plot Sheet Setup			4	
Hours:	12	12	16	
x Rate:	\$110	\$90	\$75	
Subtotal Fee:	\$1,320	\$1,080	\$1,200	\$3,600

Design Development Phase	Principal	L. Arch.	Tech.	
Project Meetings @ Lawhead Architects (2)	4			
Document coordination w/ other Disciplines		4		
Coordinate with Civil for Irrigation Point of Connection			2	
DD Site Landscape Plan and Details	2	4	8	
Draft Specifications	2			
328400 - Performance Irrigation		2		
329100- Planting Preparation		2		
329219- Seeding		2		
329300 - Plants		2		
QA/QC	2		4	
Hours:	10	16	14	
x Rate:	\$110	\$90	\$75	
Subtotal Fee:	\$1,100	\$1,440	\$1,050	\$3,590

Construction Documents	Principal	L. Arch.	Tech.	
Project Meetings @ Lawhead Architects (2)	4			
Document coordination w/ other Disciplines		4		
Finalize Site Landscape Plan and Details		4	12	
Finalize Specifications	2			
328400 - Performance Irrigation		2		
329100- Planting Preparation		2		
329219- Seeding		2		
329300 - Plants		2		
QA/QC and Incorporate Final Comments	4		4	
Hours:	10	16	16	
x Rate:	\$110	\$90	\$75	
Subtotal Fee:	\$1,100	\$1,440	\$1,200	\$3,740

Phase 2

<u>Contract Administration / Hourly to a Maximum</u>	<u>Principal</u>	<u>L. Arch.</u>	<u>Tech.</u>	
Site Visit including travel & site visit reports (allow 2 @ 6 hrs. per visit)	12			
Preliminary and Final Inspections (2 @ 6 hours each) Submittals, Substitutions, Change Orders (allow)	12	8		
Hours:	24	8	0	
x Rate:	\$110	\$90	\$75	
Subtotal Fee:	\$2,640	\$720	\$0	\$3,360
				Total: \$14,290

Phase 1 Landscape

Master Planning/Building Program
 Design Review Process \$2,000.00

Building / Site Construction Package
 Schematic Design/
 Design Development/
 Construction Admin. \$10,565.000 (revision #3)

City of Gig Harbor
Public Works Shops - Work Sheet 6-12-08

IV Project Fee

Task	Architect	Civil	Landscape	Structural	Mechanical/ Electrical	Total
	Lawhead Architects PS	KPFF	Atelier ps	KPFF	Interface Engineers	
Master Planning/Building Program (see pages 1 and 2 of scope letter)						
Program	\$ 4,000.00					\$ 4,000.00
- Identify Sq. Ft. requirements for each Building, Room names, room functions, occupants, proximities, equipment requirements and any special requirements.						
- Final 8 1/2' x 11' book.						
Master Planning						
2 Site Options -Site Plan: 1"=60'-0"	\$ 6,000.00	\$ 1,000.00				\$ 7,000.00
- Refine into One Site Plan: 1"=60'-0"						
- Administration Building to be designed to accommodate future growth/naive expansion shown in master plan.						
Design Review Process						
- Coordinate the pre-application documents, (schematic floor plan and elevations will be used)	\$ 9,000.00	\$ 1,000.00	\$ 2,000.00			\$ 12,000.00
- Attend Design Review Meetings and Hearing Examiner						
- Two Revisions of the Design Review Documents (two re-submittal, if needed)						
Master Planning/Building Program SUB-TOTAL	\$ 19,000.00	\$ 2,000.00	\$ 2,000.00			\$ 23,000.00

City of Gig Harbor
Public Works Shops - Work Sheet 6-12-08

IV Project Fee cont.

Task	Architect	Civil	Landscape	Structural	Mechanical/ Electrical	Cost Estimator	Total
Building/Site Construction Package (see pages 2 and 3 of scope letter)							
Schematic Design	\$ 12,050.00	\$ 2,030.00	\$ 3,140.00	\$ 3,600.00	\$ 3,600.00		\$ 24,420.00
Prepare study options leading to final schematic design. Site Plan / Floor Plan / Building Elevations / Building Sections / Design Development							
Refine the final Schematic Design Drawings and specifications will establish and illustrate the scope and character of the project. Describe building systems, structural, mechanical and electrical. Site Plan / Floor Plan / Floor Finish Plan or Finish Schedule / Reflected Ceiling Plan / Building Elevations / Building Sections / Wall Sections / Outline Architectural Specifications	\$ 18,025.00	\$ 2,030.00	\$ 3,625.00	\$ 3,600.00	\$ 3,600.00	\$ 3,500.00	\$ 34,380.00
Construction Documents Construction documents shall include construction drawings, revised specifications and other documents setting forth in detail the scope of the Project. Construction documents shall describe materials, workmanship, finishes, equipment and the conditions affecting the work. Cover Sheet / Site Plan / Site Details / Floor Plan / Roof Plan / floor Finish Plan or Finish Schedule / Reflector Ceiling Plan / Enlarge Floor Plans / Building Elevations / Building Sections/ Wall Sections / Exterior Details / Interior Elevations / Interior Details / Architectural Specifications (CSI format) Detail Cost Estimate Two estimates from Robinson Co. DD-CD/ architectural review Line item cost evaluation	\$ 30,085.00	\$ 14,410.00	\$ 3,800.00	\$ 7,200.00	\$ 7,200.00	\$ 5,500.00	\$ 68,195.00
Building/Site Construction Package SUB-TOTAL	\$ 60,160.00	\$ 18,470.00	\$ 10,565.00	\$ 14,400.00	\$ 14,400.00	\$ 9,000.00	\$ 126,995.00
Original & Revision #1 Project Total per page 6							\$ 149,995.00

City of Gig Harbor
Public Works Shops - Work Sheet 6-12-08

V. Revised Civil

Task	Architect	Civil	Landscapes	Structural	Mechanical/ Electrical	Cost Estimator	Total
Revised Civil Scope Civil drawings to be in 3-D AutoCAD see KPFF email, 5-21-08	Lawhead Architects PS	KPFF \$ 5,600.00					\$ 5,600.00
Revised Civil Scope Sanitary Sewer Pump Station see KPFF email, 5-21-08		\$11,200.00 to \$16,800.00	\$16,800.00 to \$16,800.00			\$11,200.00 to \$16,800.00	
V. Revised Civil SUB-TOTAL		\$16,800.00 to \$22,400.00				\$16,800.00 to \$22,400.00	

Exhibit B – Fee Schedule



FEE SCHEDULE **City of Gig Harbor Public Works Shops**

Level I	\$120/HR	Principal
Level II	\$110/HR	Sr. Project Manager
Level III	\$95/HR	Project Manager Sr. Project Designer Project Architect
Level IV	\$80/HR	Staff Architect I Project Designer I
Level V	\$70-60/HR	Staff Architect II Project Designer II
Level VI	\$70-60/HR	CADD Architect I
Level VII	\$60-50/HR	CADD Architect II
Level VIII	\$45/HR	Administration I
Level IX	\$35/HR	Administration II

IN-HOUSE SERVICES

Copies	\$.10/ea.	8 1/2" x 11"
Copies	\$.25/ea.	11" x 17"
Plotting	\$3.00/sf presentation color \$2.50/sf B/W vellum \$2.00/sf B/W bond	
Blueprints	\$1.00/ea.	24"x 36"
Fax	\$.10/sheet	
Mileage	\$.50/miles	

SERVICES

All printing, cad plotting, copying, misc. and sub-consultant services are billed at a multiplier of 1.12 times the direct expense incurred by Lawhead Architects, P.S.

12342 NORTHUP WAY
BELLEVUE, WA
98005
(425) 556-1220



Subject: Eddon Boat Building Restoration Project

Proposed Council Action: Authorize the Mayor on behalf of Council to execute an agreement with SHKS Architects for the Eddon Boat Restoration Project.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Historic Preservation
Coordinator

For Agenda of: June 23, 2008

Exhibits: SHKS Architects Contract

Initial & Date

Concurred by Mayor: CLH 6/18/08
Approved by City Administrator: RSK 6/17/08
Approved as to form by City Atty: Cam 6/17/08
Approved by Finance Director: DR 6/17/08
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$102,885	Budgeted \$980,000	Required \$ -0-

INFORMATION / BACKGROUND

In 2006, the City of Gig Harbor was successful in securing a one million dollar grant from the Washington State Heritage Capital Projects Fund for the restoration of the Eddon Boat Building. In February of this year the contract was signed and a Request for Qualifications generated four proposals from area consultants. SHKS was interviewed and determined to be the most qualified candidate. Their Scope of Services and Contract is attached.

FISCAL CONSIDERATION

The grant from Washington State required a 2 to 1 match which was met through the 2004 Land Acquisition Bond.

BOARD OR COMMITTEE RECOMMENDATION

In 2006 Resolution No. 668 was approved by City Council to file for the Restoration Grant.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute an agreement with SHKS Architects for the Eddon Boat Restoration Project. The work will be completed by June of 2009.

**CONSULTANT AGREEMENT
ARCHITECTURAL/ENGINEERING SERVICES
EDDON BOAT PROJECT**

This Agreement is made and entered into by and between the CITY OF GIG HARBOR (hereinafter the "City"), a Washington municipal corporation, and SNYDER HARTUNG KANE STRAUSS Architects (hereinafter "Consultant"), a corporation organized under the laws of the State of Washington, located at 1050 North 38th Street, Seattle, WA 98103.

WHEREAS, the City issued an RFQ on February 6, 3008 for the Restoration of the Eddon Boat Building; and;

NOW, THEREFORE, the parties hereto agree as follows:

T E R M S

Section 1. Scope of Services.

Consultant shall perform services described in Exhibit A which is attached hereto and incorporated herein by this reference. Consultant shall perform these services according to Exhibit C (Estimated Eddon Boat Costs) and Exhibit D (Capital Contract #CPF 09-09) requirements set out by the Washington State Historical Society.

Section 2. Payment.

A. The City shall pay the Consultant for services provided by the Consultant at the rates set forth in Exhibit B, attached hereto and incorporated herein by this reference.

B. The total authorized compensation for all services set forth in this Agreement shall not exceed **one hundred two thousand, eight hundred eighty-five dollars and no cents (\$102,885.00)** for the duration of this agreement. This is the maximum amount to be paid under this Agreement for the services described in Section 1 and any related exhibits, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

C. Consultant shall not perform any services until such services are authorized by this Agreement or by a written Amendment to this Agreement that is executed by the duly authorized representatives of the parties. Additional services required or made necessary as a result of negligent acts or other wrongful acts or omissions or inaccuracies or inconsistencies or errors of Consultant or its subconsultants, at any tier, or the employees of any of them, shall be provided by Consultant at no additional cost to the City.

D. Payments to the Consultant shall be made based on invoices showing the percentage of services completed, as determined by the City. In order to receive payment the Consultant shall provide a monthly status report of the Project, together with an updated schedule of completed tasks. This progress or status report shall be directed to Lita Dawn Stanton and be submitted with the monthly invoice for services completed. Consultant shall submit payment requests to the City not more frequently than monthly. Each such request shall be in the form of an invoice prescribed and/or agreed to by the City's Project Manager, signed by the Consultant's authorized representative, and should identify the total amount of compensation and expense reimbursement (separately stated) being requested under the current invoice. Each invoice shall cover only services completed to the date of the invoice after such services have been performed, and shall not cover any services performed and reported under any previously submitted invoice(s).

E. The City shall pay the full amount of an invoice within thirty (30) days of receipt, unless the City disputes the amount of the invoice. 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.

Section 3. Term of Agreement. The term of this Agreement shall begin when fully executed by the duly authorized representatives of both parties, and shall end on **March 31, 2009**, unless completed or terminated earlier, pursuant to the provisions hereof.

Section 4. Commencement of Services. The Consultant shall begin the services outlined in the Scope of Services in Section 1 and any related exhibits to this Agreement, upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the services are complete. Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for its convenience and will be extended for delays due to conditions beyond the Consultant's control.

Section 5. Extra Services. The City may desire to have the Consultant perform or render services other than those expressly described in the Scope of Services section herein. This will be considered Extra Services, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of Extra Services prior to execution of a written amendment signed by the duly authorized representatives of both parties will be at the Consultant's risk and may not be reimbursed under this Agreement or any Amendment to this Agreement.

Section 6. Key Persons. The Consultant shall assign the services hereunder to the following Key Persons: Jonathan Hartung, David Strauss, Laura Lenss and MA Wright. The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Services, without the express written consent of the City, and the City may withhold such consent in its sole discretion. If, during the term of this Agreement,

any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

Section 7. Termination.

A. Termination of Agreement.

1. For Cause. Either may terminate this Agreement if the other party is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the non-breaching party's reasonable satisfaction in a timely manner.

2. For City's Convenience. The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, at any time prior to completion of the services described in Section 1, Scope of Services. 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. Such notice may be delivered to the Consultant in person or by certified mail.

B. Rights Upon Termination. In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

C. Return of Documents. Upon termination for any reason, the Consultant shall provide the City with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The City may then 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. The City shall have the same rights to use these materials as if termination had not occurred; provided, however, that the City shall release, indemnify, and hold the Consultant harmless from any claims, losses or damages to the extent caused by modifications made by the City to the Consultant's work product. Any use of the materials following a termination for convenience shall be without liability on the part of the Consultant.

D. Completion of Services. 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 without cause, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the

Scope of Services 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, as the same may have been modified by subsequent amendments.

Section 8. Relationship of Parties.

A. 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 profession 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.

B. 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. This Agreement does not authorize the Consultant to act as the agent or legal representative of the City for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

C. 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.

E. 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.

Section 9. Construction Phase

A. The Consultant, 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 Consultant, (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. The Consultant shall not be required to make exhaustive or continuous on-site observations or any inspections to check the quality or quantity of the Work. The Consultant 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.

B. The Consultant shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant 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 not employed by the Consultant or their subconsultants.

C. The Consultant shall review and take other appropriate action upon the Contractors submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultants review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultants review of a specific item shall not indicate an approval of an assembly of which the item is a component.

D. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

Section 10. Discrimination. In the hiring of employees for the performance of services under this Agreement or any sub-contract hereunder, the Consultant, its sub-contractors, 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 services to which the employment relates.

Section 11. Indemnification. The Consultant shall indemnify the City and its employees, officers, officials and agents from all losses, liabilities, claims (including

claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent arising out of the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents and employees. In furtherance of these obligations and only with respect to the City, its officers, officials, employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

Section 12. Insurance.

A. The Consultant shall 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 performance of the services hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Before beginning services on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate and shall cover liability arising from premises, operations, independent contractors and personal injury, advertising injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

4. Professional Liability insurance appropriate to Consultant's profession, which shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

E. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

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

Section 13. Ownership and Use of Records and Documents. (See section 20) 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.

Section 14. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the services authorized under this Agreement, the services must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.

Section 15. Compliance with Law. The Consultant, at no expense to the City, shall comply with all applicable 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. The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof.

Section 16. 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.

Section 17. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, in the performance of the services hereunder and shall utilize all protection necessary for that purpose. All services shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the services.

Section 18. Non-Waiver of Breach. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the services shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

Section 19. Assignment and Subcontracting. The Consultant shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Consultant from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment or subcontract. The City shall not assign any of its rights or responsibilities that arise under or related to this Agreement whether during performance or after performance.

Section 20. Errors and Omissions. The Consultant shall be responsible for the professional quality, reasonable technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications and/or other Consultant services immediately upon notification by the City.

Section 21. Intellectual Property Rights. All materials and documents prepared by the Consultant in connection with the work are instruments of service created solely for use on this Project and the Consultant shall retain the copyright (including the right of reuse) whether or not the services are completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all

other materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code(s), object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the services, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the Project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City, or others, on extensions of the Project or any other project, and the Consultant shall have no liability associated with such use or reuse.

The Consultant hereby assigns to the City all rights in any invention, improvement or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by Consultant that was created or produced separate from this Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the services. To the extent that preexisting materials are incorporated into the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the preexisting material, but only as an inseparable part of the work.

Section 22. Confidentiality. The parties agree that they will not permit duplication or disclosure of any information designated in advance by the other party as “Confidential and Proprietary” to any person (other than its own employee, agent or representative) unless such duplication, use or disclosure is specifically authorized in writing or is required by law. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW, and if the City receives a request for any information relating to this Agreement that is labeled “Confidential and Proprietary” by the Consultant, that the City shall notify the Consultant that unless the Consultant obtains a court order prohibiting disclosure or seeking an in camera review of the records to determine whether such documents may be disclosed, that the City will disclose such documents to the requestor. Each party shall be required to expend its own attorneys’ fees and costs to bar disclosure of any record under the Public Records Act, and if the party does not seek to bar disclosure, it will be assumed that the record may be disclosed.

Section 23. 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator shall

also decide all questions which may arise between the parties relative to the actual services provided or 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 Administrator'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.

Section 24. 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

City of Gig Harbor
Attn: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

SHKS
Attn: Jonathan Hartung
1050 North 38th Street
Seattle, WA 98103
(206) 675-9151

Section 25. 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.

Section 26. 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.

Section 27. Negotiated Agreement. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

Section 28. Remedies Cumulative. Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

Section 29. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 30. Binding Agreement. This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

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

Consultant: SHKS Architects

THE CITY OF GIG HARBOR

By: _____
Its _____

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

EXHIBIT A

Basic Services of ARCHITECT and CONSULTANT TEAM

Description of Project

The Architect, SHKS are to provide the City of Gig Harbor Plans and Specifications to complete the necessary work for the Eddon Boat Building Restoration Project, as described in the "Request for Qualifications" dated January 31, 2008.

All requirements of the 2007-2009 Washington State Heritage capital projects Grant shall be met and shall specifically include the following:

Restoration of the interior of the boat building

Adaptive reuse of the Brick House Garage for ADA accessible Restrooms

ADA accessible viewing platform in the shop building

Scope of Services:

Schematic Design Phase of the project:

SHKS (Architect) shall provide the following:

1. Preliminary Cost (by Haley Consulting)
2. Structural
3. Mechanical (narrative only)
4. Electrical (narrative only)
5. Two team meetings at design phase
6. One meeting with Building Department

Documentation, Bidding and Construction Phase of the project:

SHKS (Architect) shall provide the following:

1. Cost Consulting @ 90% Completion
2. Architectural Plans and Specifications
3. Structural Plans and Specifications
4. Mechanical Plans and Specifications
5. Electrical Plans and specifications
6. Civil plans and specifications as they apply to the specific project
7. Performance Specifications for bidder design fire sprinkler and alarm system
8. One meeting with Building Department resulting in plans approved by the City of Gig Harbor Building Department and Building permit
9. Two team meetings at Documentation phase
10. Twelve team meetings at construction phase

Deliverables to the City of Gig Harbor:

1. 100% Schematic Design; the architect will prepare documents consisting of drawings and other documents illustrating the scale and relationship of project components.
2. 50% documentation; the architect will prepare documents consisting of drawings and other documents describing the size and character of the project.
3. 100% documentation/Bid documents; the architect will prepare documents consisting of Drawings and Specifications setting forth the requirements for the construction of the project.

Close out shall include review of contractors' AS Built drawings

SHKS (Architects) (Fee Schedule attached)

Architectural Consulting (SHKS Architects) \$ 49,628
 Services include design, documentation, Bidding, Construction contract administration, project close-out and consultant coordination for the structural, interior, exterior and system improvements to the Eddon Boat building and Brick House.

Structural (MA Wright) \$ 16,000
 Services include design and documentation of structural repairs and upgrades and coordination of the Architect. Services exclude testing structural members for rot.

Mechanical (Rainbow Consulting) \$ 6,000
 Services include design and documentation of mechanical services with the services of the Architect. Fire sprinkler system is bidder design and engineered.

Electrical Consulting (Travis Fitzmaurice & Associates) \$ 9,800
 Services include design and documentation of electrical system up-grades and coordination of electrical services with the services of the architect.

Independent Cost Consulting (Haley Consulting) \$ 6,400
 @ Schematic, 90% Construction Documents and includes a kick-off meeting and one 100% update for each cost plan phase, 100% SD and 90% CD. It is assumed that the consultant will have included all of the City's comments from the 90% review comments.

Reimbursable Costs to the Design Team \$ 10,500

Mark-up on consultant services \$ 3,820

TOTAL **102,148**

Optional Fees and scope tasks:

If selected by the City of Gij Harbor, SHKS (Architect) shall provide the following as amendments to the contract above:

Civil Consulting (WR Consulting Inc) not to exceed: \$ 7,366
 Services include design and documentation of site and utility improvements. Services also include normal construction phase services. Services do not included geotechnical services, landscape, or irrigation. Services assume passive water collection and use and no storm drainage detention. Provide drainage incidental to the Boat Building perimeter and downspout drainage and Brick House ADA accessible rest rooms subject to City review of cost breakdown for civil work.

Mark-up on consultants services \$ 737

Leadership in Energy and Environmental Design \$ 5,000

TOTAL **\$ 115, 251**

EXHIBIT B

Snyder Hartung Kane Strauss ArchitectsRate Schedule: 2008C1

Personnel will be charged at the following hourly rates:

Mark Snyder	Principal	\$150
Jonathan Hartung	Principal	\$150
Kevin Kane	Principal	\$150
David Strauss	Principal	\$150
Marc Brown	Project Manager	\$105
Theresa Freeman	Project Designer	\$95
Joshua Brincko	Architect I	\$95
Tristin Pagenkopf	Architect III	\$90
Susan Tillack	Intern Architect I	\$90
Laura Lenss	Intern Architect I	\$90
Stuart Arentzen	Intern Architect II	\$75
Matt Inpanbutr	Intern Architect II	\$75
Chris Armes	Intern Architect II	\$75
Kelly Sommerfeld	Intern Architect II	\$70
David Curran	Intern Architect II	\$70
Derek Stack	Intern Architect II	\$65
Dean Burgess	Intern Architect III	\$65
Adam Shick	Intern Architect III	\$60
Melissa Glenn	Intern Architect III	\$60
Camille Cladouhos	Intern Architect III	\$60
Katie Wolfla	Clerical I	\$65

EXHIBIT C
EDDON BOAT COST ESTIMATES

DETAIL	Column H DEDUCT \$ ***	HSR AMOUNT	COST	SIZE	Column H DEDUCT \$ ***
1 Fire Sprinkler System		100,000		6,600 sf	
2 Electrical Upgrades		66,000	\$10	6,600 sf	
3 Perimeter Building Drainage		10,000			
4 Exterior Paint & Restoration		65,000			
5 Re-Roofing / Gutters		25,000			
6 Interior Storm Windows		12,000			12,000
7 Entrance Bridge Improvements		5,000			5,000
8 Restore Commercial Storefront		7,500			7,500
9 Renovate Store		60,000	\$100	600 sf	
10 Secondary Exit Stairs		15,000			
11 Misc. Loft Improvements / 2nd Floor		5,000		1,300 sf	
12 Machine Shop/Tool Room		9,000		750 sf	9,000
13 Joiner Shop / Office		12,000		1,000 sf	12,000
14 Visitors Observation Platform / ADA		80,000			50,000
15 HVAC & Domestic Hot Water		6,500		600 sf	
16 Dust Collection System		19,800			19,800
17 Compressed Air System		15,375			15,375
18 Steam Box		12,150			12,150
19 Security System / Fire		3,000			
20 Rainwater Collection & Storage		7,500			
21 Chimney Bracing		1,000			
22 North Side Foundation Repairs		15,000			
23 General Bldg Structure Upgrades		68,000			
24 Ways Structural Frames		100,000			100,000
25 Ways Foundation Replacement		15,000			15,000
26 Toilet Rooms		66,000	\$150	440 sf	
27 Renovate Brick House		175,000	\$125	1,400 sf	164,000
28 Paving and Parking		20,000			10,000
29 Site Lighting		10,000			5,000
30 Planting		5,000			5,000
31 Site Drainage		5,000			
TOTALS		1,015,825			441,825
32 Contractor OH & Profit		152,374	15%		66,274
33 Design Contingency		101,583	10%		44,183
TOTALS		1,269,781			552,281
Sales Tax		111,741	8.8%		48,601
34 Permit Fees (estimated)		7,096			
35 Architecture / Engineering Fees		149,834	11.8%		65,169
36 Geotech Engineer (estimated)		7,500			
37 Civil Engineer		7,500			
38 Site Survey		0			
39 Landscape Design		0			
40 Independent Cost Estimates		2,500			2,500
41 Construction Contingency		126,978	10%		55,228
42 Annual Escalation		38,093	3%		16,568
TOTALS		1,721,024			740,348
					980,676

***Note - Costs in column H were deducted. This work will be completed within this scope as funding allows and with Gig Harbor BoatShop's (GHB) planned fund-raising support.

BLUE = These figures represent HSR Estimates (see Heritage Grant Request)

YELLOW = Reductions based on work completed since the application, reassessment of need or updated use area where GHB determined that no changes are necessary.

PEACH = Equipment that the tenant, GHB, will provide.

GREEN = DOE Tidelands Clean-Up Underway. Marine Ways and Dock cannot be restored at this time.

Exhibit 'D'

Contract # CPF 09-09

STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETYCAPITAL CONTRACT # CPF 09-09
GRANTEE: City of Gig HarborA. PARTIES TO THE CONTRACT

This state funded contract for Heritage Capital Projects (Contract) is entered between the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 (GRANTEE) and the Washington State Historical Society 211 West 21st Ave, Olympia WA 98501 (AGENCY) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which a grant is made for a Heritage Capital Project during the 2007 - 2009 biennium from funds appropriated by the Washington State Legislature in ESHB 1092, which was incorporated into the Capital Budget signed into law by the governor on May 18, 2007. RCW 27.34.330 provides statutory authorization for the funding program. The funding is administered under WAC 225-02 by the heritage resource center, which is an outreach program of the Washington State Historical Society.

C. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for Eddon Boatyard Restoration Project as described in ATTACHMENT C: SCOPE OF WORK.

D. AMOUNT OF GRANT

The total funds awarded to the GRANTEE hereunder shall be a sum up to, but not to exceed nine hundred eighty thousand dollars (\$980,000.00). The AGENCY has retained two percent (2.0%) of the Appropriation as reimbursement for costs directly associated with managing the completion of this contract.

E. COST SHARE

- a) GRANTEE agrees that the amount of state funding shall not exceed one-third (1/3) of the total project costs. The remaining two-thirds (2/3) of total project costs shall be the GRANTEE's cost share. GRANTEE may agree to a cost share greater than two-thirds of total project costs.
- b) At least one-half of GRANTEE's cost share of total project costs shall be cash match. The other half may be cash match and in-kind contributions.
- c) By signing this agreement, GRANTEE warrants that, at the time of this contract's effective date, ATTACHMENT A (Statement of Cost Share) accurately represents the cash match and in-kind contributions either pledged to or held by the GRANTEE or expended on this project.
- d) Project expenditures incurred prior to the date the Capital Budget is signed into law by the governor shall not be reimbursed. Project expenditures incurred after the Capital Budget is signed into law and prior to the effective date of this contract shall be reimbursed only if they

Exhibit 'D'

Contract # CPF 09-09

are consistent with the terms and conditions of this contract; and the GRANTEE observes the billing procedures described in the General Provisions.

F. CONTRACT PERIOD

- a) The effective date of this contract shall be the date of the last signature of the contracting parties.
- b) The termination date shall be thirteen (13) years following GRANTEE occupancy of the completed facilities.

G. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a) Capital improvements funded by this grant of state money are to be used for the express purpose of this grant. As required by R.C.W. 27.34.330, capital improvements funded by this grant are to be held by the GRANTEE for at least thirteen (13) years and the facilities must be used for the express purpose of the grant and if mobile, used primarily in Washington State.
- b) This provision shall not be construed to prohibit the GRANTEE from selling any property described in this section, provided, that any such sale shall be subject to prior review and approval by the AGENCY, and that all proceeds from such sale shall be applied to the purchase price of a different facility of equal or greater value than the original facility and that any such new facility shall be used for the purposes stated elsewhere in this contract. Provided, however, that no funds appropriated for the Heritage Capital Projects fund shall be used for capital improvements not designated in a grant authorization from the AGENCY.
- c) If the GRANTEE is found to be out of compliance with this provision, the GRANTEE shall repay funds to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

H. REAPPROPRIATION

- a) The parties hereto agree and understand that any state funds not expended by end of the biennium, June 30, 2009, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY'S obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- b) The AGENCY reserves the right to assign a share of any such reappropriation as reimbursement for costs directly associated with managing the completion of this contract.

I. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

GENERAL PROVISIONS
ATTACHMENT A (Statement of Cost Share)
ATTACHMENT B (Project Budget)
ATTACHMENT C (Scope of Work)
ATTACHMENT D (Leadership in Energy and Environmental Design)

Exhibit 'D'

Contract # CPF 09-09

- ATTACHMENT E (State Voucher A-19)
- ATTACHMENT F (Heritage Capital Project Fund Status Report/
Financial Status and Certification of Match)
- ATTACHMENT G (Secretary of the Interior's Standards for Rehabilitation)
- ATTACHMENT H (Grantee's Application)

J. ENTIRE CONTRACT

This Contract including the General Provisions and all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

K. MODIFICATIONS TO GENERAL PROVISIONS

none

L. CONTRACT REPRESENTATIVES

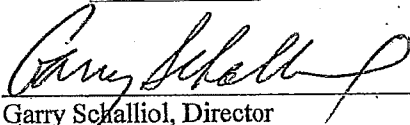
The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Lita Dawn Stanton, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335. 253-851-6170 or stantonl@cityofgigharbor.net.

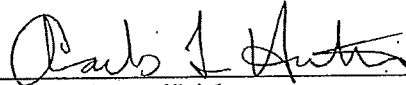
The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Garry Schalliol, Outreach Services Director, Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402. 253-798-5879 or garrys@wshs.wa.gov.

M. SIGNATURES



Garry Schalliol, Director
Outreach Services Division
Washington State Historical Society



Authorizing Official
City of Gig Harbor

Mayor

Title

Federal Tax ID # 91-6001435

Date: 4/9/08

Date: 3-10-08

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL,
SEPTEMBER 14, 2007.

Exhibit 'D'

General Provisions

GENERAL PROVISIONS

TABLE OF CONTENTS

A. HEADINGS AND DEFINITIONS

Section 1. Headings..... 2

Section 2. Definitions..... 2

B. GENERAL CONTRACT TERMS

Section 3. Order of Precedence..... 2

Section 4. Contract Modifications 3

Section 5. No Waiver 3

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

Section 6. Nonassignability..... 3

Section 7. Independent Capacity of Grantee..... 3

Section 8. Ownership of Project/Capital Improvements..... 3

Section 9. Hold Harmless..... 4

Section 10. Acknowledgement 4

Section 11. Conflict of Interest 4

Section 12. Public Disclosure/Confidentiality 4

D. COMPLIANCE WITH LAWS, RECORDS AND INSPECTIONS

Section 13. Compliance with Applicable Law..... 5

Section 14. Records and Reports 5

Section 15. Right of Entry..... 5

Section 16. Evaluation and Monitoring 5

Section 17. Hazardous Substances..... 6

Section 18. Governor’s Executive Order 05-05..... 6

Section 19. Prevailing Wage Law..... 6

Section 20. Nondiscrimination Provision 7

F. FUNDING, REIMBURSEMENT AND BUDGET

Section 21. Reimbursement 7

Section 22. Budget Modification 8

Section 23. Recapture Provision..... 8

Section 24. Reduction in Funds 8

G. TERMINATION AND DISPUTES

Section 25. Dispute Resolution..... 8

Section 26. Termination or Suspension for Cause..... 9

Section 27. Termination for Convenience 10

Section 28. Governing Law and Venue 10

Section 29. Severability 10

Exhibit 'D'

General Provisions

1. HEADINGS

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. DEFINITIONS

AGENCY- the Washington State Historical Society.

Cash Match-- Money from the GRANTEE or sources other than the state. With AGENCY approval, the GRANTEE may substitute for cash on hand: (1) an irrevocable letter of credit, (2) evidence of a binding loan commitment from a financial institution, (3) written pledges or grant commitments from bona fide corporations or foundations and (4) commitments from cities or counties agencies evidenced by actual appropriation in city or county budget.

Cost Share— The two-thirds or more of total project costs incurred by the GRANTEE and not paid for from state funds. Includes cash match and in-kind contributions (if any).

GRANTEE – The applicant who has been awarded a grant of funds and is bound by this executed Contract; includes its officers, employees, and agents.

Heritage capital project – The project for which the GRANTEE has been awarded a grant of funds and meeting the requirements of RCW 27.34.330 and WAC 255-02.

In-Kind Contributions – Grantee documented contributions to a project that are part of the cost share but not part of the cash match.

Real Property Value -- Fair market value of real property, when such property is acquired solely for the purpose of the project, as established and evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser; a current property tax statement; or evidence of the purchase price paid by the GRANTEE. With AGENCY approval, GRANTEE may use real property value as a cash match contribution if the real property was acquired solely for the purpose of this project.

Total Project Costs – the amount including the grant amount and the amount the Grantee provides as cost-share.

3. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and Washington State statutes and regulations including applicable state executive orders.

Exhibit 'D'

General Provisions

2. Terms and conditions of this Contract
3. Modifications to the General Provisions
4. General Provisions
5. All attachments or material incorporated by reference.

4. CONTRACT MODIFICATIONS

This Contract may be modified by mutual agreement of the parties. Such modification shall not be binding unless in writing and signed by both parties prior to implementation of the modification. Any oral understanding or agreement not incorporated herein shall not be binding. Budget modification of not more than ten (10) percent of any line item and as described herein is excepted from this clause.

5. NO WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representatives of the AGENCY and GRANTEE.

6. NONASSIGNABILITY

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the GRANTEE.

7. INDEPENDENT CAPACITY OF GRANTEE

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this contract.

Exhibit 'D'

General Provisions

9. HOLD HARMLESS

To the extent permitted by law, the GRANTEE shall defend, protect and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Grantee.

10. ACKNOWLEDGEMENT

The GRANTEE shall announce in its publicity materials, on a posted sign, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

11. CONFLICT OF INTEREST

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

12. PUBLIC DISCLOSURE/CONFIDENTIALITY

add 56 G

Records AB

*Chapter
042-56
add G RCW*

a) GRANTEE acknowledges that the AGENCY is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. To the extent consistent with Chapter 42.17 RCW, the Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the GRANTEE's information, the Agency will notify the GRANTEE of the request and the date that such records will be released to the requester unless GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the request information on the date specified.

b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connect with the administration of this CONTRACT except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

Exhibit 'D'

General Provisions

13. COMPLIANCE WITH APPLICABLE LAW

- a) This GRANTEE will comply with, and AGENCY is not responsible for determining compliance with, all applicable and current federal, state, and local laws, regulations, and policies.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be rescinded, cancelled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against Agency, as a result of the failure of the GRANTEE to so comply.

14. RECORDS AND REPORTS

The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this contract for six years after termination or expiration of the contract, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

15. RIGHT OF ENTRY

The GRANTEE shall provide right of access of its facilities to the AGENCY, or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

16. EVALUATION AND MONITORING

- a) The GRANTEE shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the AGENCY that are pertinent to the intent of this contract, including periodic site inspections.

Exhibit 'D'

General Provisions

b) The GRANTEE shall provide the AGENCY with photographs which depict the progress made on the project. Such photographs shall be submitted to the AGENCY at the inception of the project, at the project mid-point, and upon project completion.

17. HAZARDOUS SUBSTANCES

a) Definition. "Hazardous substance, as defined in RCW 70.105D.020, means:

- 1) Any dangerous or extremely hazardous waste as defined in RCW 70.105.010(5) and (6), or any dangerous or extremely dangerous waste designated by rule pursuant to RCW 70.105;
- 2) Any hazardous substance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule pursuant to RCW 70.105;
- 3) Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);
- 4) Petroleum or petroleum products; and
- 5) Any substance or category of substances, including solid waste decomposition products, determined by the director or director's designee of the Department of Ecology by rule to present a threat to human health or the environment if released in the environment.
- 6) The term hazardous substance does not include any of the following when contained in an underground storage tank form which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

b) The GRANTEE will defend, protect and hold harmless AGENCY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property covered by the project.

18. GOVERNOR'S EXECUTIVE ORDER 05-05

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

19. PREVAILING WAGE LAW

The project funded under this contract may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. The DEPARTMENT is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that

may be required by law.

20. NONDISCRIMINATION PROVISION

- a) During the performance of this contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to Chapter 49.60 RCW (Washington's Law Against Discrimination) and 42 U.S.C. 12101 et. seq. (the Americans With Disabilities Act [ADA]).
- b) In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the DEPARTMENT. The GRANTEE shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in Section 23 of this contract.

21. REIMBURSEMENT

- a) Payments to the GRANTEE shall be made on a reimbursement basis only. Reimbursement shall be for either (1) costs incurred and paid or (2) costs incurred and payable within a minimum of thirty (30) days. No advance payments shall be made to the GRANTEE.
- b) Each request for reimbursement shall be on attached state voucher form and include a completed Project Status Report. The voucher must be certified by an official of the GRANTEE with authority to bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying forms, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon strict compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of total project costs at any time and shall be consistent with the section 6022 of the ESHB 1092.
- e) The final request for reimbursement under this contract shall be submitted by the GRANTEE to the AGENCY with fifteen (15) days following the completion of work or other termination of this contract and be accompanied by a final narrative report.

Exhibit 'D'

General Provisions

22. BUDGET MODIFICATIONS

Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications not to exceed ten (10) percent of each line item in the Project Budget (Attachment B, hereto). The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any budget line item. Budget modifications exceeding ten (10) percent of any line item constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

23. RECAPTURE OF FUNDS

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

24. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, may terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

25. DISPUTE RESOLUTION

- a) The parties shall make every effort to resolve disputes arising out of or relating to this contract through negotiation.
- b) Except as otherwise provide in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this section. Either party's request for dispute hearing must be in writing and clearly state:
 1. The disputed issue(s);
 2. The relative positions of the parties;
 3. The GRANTEE's name, address and project title.
- c) In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three

Exhibit 'D'

General Provisions

persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.

- d) Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Contract in deciding the disputes.
- e) The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
- f) Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All cost associated with implementation of this process shall be shared equally by the parties.

26. TERMINATION OR SUSPENSION FOR CAUSE

- a) In the event the Agency determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 days of receiving notice, the Contract may be terminated or suspended.
- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which usually will mean completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any, any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

Exhibit 'D'

General Provisions

27. TERMINATION FOR CONVENIENCE

- a) Notwithstanding any provisions of this contract, either party may terminate this contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

28. GOVERNING LAW AND VENUE

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

29. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Exhibit 'D'

CPF 09-09
ATTACHMENT A
STATEMENT OF COST SHARE

	Cash	In-kind
Property Acquisition	\$2,101,866	

CERTIFICATION

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above have been reviewed and approved by the GRANTEE's governing body and has either been expended for eligible project expenses, as outlined in the grant application, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this project as described elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the project, and shall make such records available for the AGENCY'S review upon reasonable request.

Charles L. Antea
GRANTEE

MAYOR
TITLE

3-10-08
DATE

Exhibit 'D'

CPF 09-09
ATTACHMENT B
PROJECT BUDGET

	HCPF Funds	Cash Match	In-kind
Real Property Acquisition		\$2,101,866	
Architectural/Engineering	\$ 144,555	\$ 131,458	
Construction	\$ 835,445		
Total	\$ 980,000	\$2,233,324	

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE'S governing body as of the date and year written below, and that the total cost share required for the project shall be in hand by July 1, 2008.

Charles J. Antos
GRANTEE

MAYOR
TITLE

3-10-08
DATE

Exhibit 'D'

CPF 09-09
ATTACHMENT C
SCOPE OF WORK

Overview

The GRANTEE will rehabilitate the Eddon Boatyard Building property, which project will be complete by June 30, 2009. Operation of the facility for educational purposes will be by means of a lease with the Gig Harbor Boatshop, a non-profit organization.

Real Property Acquisition.

The project includes acquisition of the .58 acre property by the GRANTEE.

Architecture/Engineering

The GRANTEE will obtain architectural and engineering services to do necessary design, permitting, and construction-related oversight.

Construction

Construction will include installation of a sprinkler system, electrical upgrades, improvement of drainage, exterior siding and trim rehabilitation and painting, reroofing and gutting, store renovation, exit stair improvements, loft improvements, HVAC, installation of a security system, rainwater collection and storage, chimney bracing, foundation repairs, and toilet improvements.

CERTIFICATION

The GRANTEE, by its signature, certifies that the declaration set forth above has been review and approved by the GRANTEE'S governing body as of the date and year written below.

Charles J. Austin

GRANTEE

MAYOR

TITLE

3-10-08

DATE

Basically, the narrative should provide an overall description of the project along the lines of the original application. It should also support the major budget lines in Attachment B and provide a projected date of completion in the overview section.

Exhibit 'D'

CPF 09-09
ATTACHMENT D
LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)

CERTIFICATION

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to the AGENCY.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE'S governing body or board of directors, as applicable, as of the date and year written below.

Charles J. Antle
GRANTEE

MAYOR
TITLE

3-10-08
DATE

Attachment F

HERITAGE CAPITAL PROJECT FUND STATUS REPORT – 2007-9

Project Name	Contract # CPF
Project Manager	Date

Description of Project Status
Reporting period (month/year): from _____ to _____ Estimated percentage of project completed: _____ %

Description of Unresolved Issues
If date of completion differs from the signed contract, please indicate why and what the new estimated date of completion will be: _____. If the total project cost is anticipated to be different from the signed contract, please indicate why and what the new estimated total project cost will be.

Exhibit 'D'

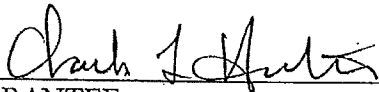
ATTACHMENT G
SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

CERTIFICATION

The GRANTEE, by its signature, certifies that it will do a project that conforms to the *Secretary of the Interior's Standards for Rehabilitation* (36 CFR Part 67), revised 1990, and shall consult with the Washington State Department of Archaeology and Historical Preservation (DAHP) and the AGENCY in regard to the application of the *Standards*.

The GRANTEE agrees to maintain records in a manner that will provide an audit trail to all expenditures reported to AGENCY. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. With reasonable notice, GRANTEE agrees to make available for inspection by the DAHP or its representative, records of all expenditures related to this grant.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE'S governing body or board of directors, as applicable, as of the date and year written below.



GRANTEE

MAYOR

TITLE

3-10-08

DATE



Subject: Quit Claim Deed for Parcel Number 0221068009 owned by the City Of Gig Harbor

Dept. Origin: Engineering Department

Proposed Council Action: Approve the Quit Claim Deed as presented.

Prepared by: Willy Hendrickson *WH*
Engineering Technician

For Agenda of: June 23, 2008

Exhibits: Sanitary Sewer Facility Maint. Agmt.

	Initial & Date
Concurred by Mayor:	<i>CLH 6/12/08</i>
Approved by City Administrator:	<i>POK 6/12</i>
Approved as to form by City Atty:	<i>CAmule 6/16/08</i>
Approved by Finance Director:	<i>NA</i>
Approved by Department Head:	<i>WH 6/12/08</i>

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

A Quit Claim Deed is required from Norma McKenzie for parcel number 0221068009 owned by the City of Gig Harbor. This Quit Claim Deed resolves a survey error that appeared on a recent title report acquired for the subject parcel.

The original deed conveyed over to the State in 1934 a 70 foot strip of land (Auditor's No. 1123987). The surveyed short plat of the property showed a 75 foot strip of land (Short Plat No. 79-365). This Quit Claim Deed will correct this 5 foot error and prevent it from showing up on future title reports.

City Attorney Carol Morris has approved this Deed as to form.

FISCAL CONSIDERATION

No funds will be expended for the acquisition of the described agreements.

RECOMMENDATION / MOTION

Move to: Approve the Quit Claim Deed as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Public Works Department
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):
Quit Claim Deed

Grantor(s) (Last name first, then first name and initials)
Norma Elizabeth McKenzie

Grantee(s) (Last name first, then first name and initials)
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Section 6, Township 21 North, Range 2 East

Assessor's Property Tax Parcel or Account Number: 0221068009

Reference Number(s) of Documents assigned

QUIT CLAIM DEED

THIS AGREEMENT is made this 2 day of June, 2008, by and between the City of Gig Harbor (hereinafter the "City"), and NORMA ELIZABETH MCKENZIE, as her separate estate, (hereinafter the "Owner"), whose address is 4214 Harborview Drive, Gig Harbor Wa 98335.

RECITALS

WHEREAS, the Owner holds of a fee or substantial beneficial interest in the real property commonly known as a five (5) foot strip of land within Harborview Drive, Gig Harbor, Washington, which is legally described in Exhibit A, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, a southwesterly seventy (70) foot offset distance from the centerline of what is now Harborview Drive was conveyed to the interest of the State of Washington under Auditor's No. 1123987 recorded on September 20, 1934, and

WHEREAS, the legally described conveyance of Lot 1, Short Plat No. 79-365 and Auditor's No. 9205190551 describes a southwesterly seventy five (75) foot offset distance from the centerline of Harborview Drive, and

WHEREAS, the five (5) foot strip of Property remaining within Harborview Drive will be corrected to describe the real Property line of Lot 1 as having a southwesterly seventy (70) foot offset distance from the centerline of Harborview drive as originally described under Auditor's No. 1123987, and

WHEREAS, the Owners have agreed to convey the Property to the City; and

WHEREAS, a map showing the location of the Deeded Property is attached hereto as Exhibit B and by this reference incorporated herein; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Conveyance of Deeded Property to the City.

The Owners, in consideration of \$10.00 which is hereby paid, and other good and valuable consideration, conveys and quitclaims to the City of Gig Harbor all interest it has acquired as of this date in the Deeded Property which is legally described in Exhibit A, which is shown on the map in Exhibit B, both of which are attached hereto and incorporated herein by this reference.

Owner(s) Signature:

Norma E. McKenzie
By: , NORMA ELIZABETH MCKENZIE

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Norma Elizabeth McKenzie is the person who appeared before me, and that she executed this Deed as her free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: 6-2-08



Molly M Towstee
(Signature) Molly M. Towstee
Gig Harbor City Clerk
NOTARY PUBLIC, State of Washington,
residing at: Gig Harbor
My appointment expires: 12/2/2011

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

That portion of the Northwest Quarter of the Southeast Quarter Section 6, Township 21 North, Range 2 East of the W.M., in the City of Gig Harbor, Pierce County, Washington described as follows:

Beginning on the Southwesterly line of Harborview Drive as shown on Short Plat No. 79-365, records of the Pierce County Auditor, at the intersection of the North line of said Lot 1 and also being the North line of said Northwest Quarter of the Southeast Quarter: thence Southeasterly along said road right of way as shown on said Short Plat a distance of 107 feet, more or less, to a point opposite State Highway engineers station 6100, as shown on the map of definite location filed in the office of the Director of Highways at Olympia bearing a date of approval of July 17, 1934; thence Northeasterly towards said engineers station 5 feet; thence Northwesterly parallel with and 70 feet Southwesterly from said center line of said road 100 feet, more or less to the North line of said Northwest Quarter of the Southeast Quarter; thence West along said North line 6 feet, more or less to the point of beginning.



**Subject: Parks, Recreation and Open Space
Update - Consultant Services Contract**

**Proposed Council Action:
Approve contract with MIG, Inc.**

Dept. Origin: Planning

Prepared by: Tom Dolan *Tom D.*

For Agenda of: June 23, 2008

Exhibits: Contract

Initial & Date

Concurred by Mayor: *CCH 6/16*
Approved by City Administrator: *RJK 6/16*
Approved as to form by City Atty: *CAM 6/16/08*
Approved by Finance Director: *DF 6/13/08*
Approved by Department Head: *TD 6/13/08*

Expenditure		Amount		Appropriation	
Required	\$134,500	Budgeted	\$150,000	Required	0

INFORMATION / BACKGROUND

As part of the adopted budget for 2008 a provision was made for consultant services to assist the City with the updating of the Parks, Recreation and Open Space Plan (PROS Plan). The total amount budgeted for this work item was \$150,000. The City's existing PROS Plan was adopted in 2001 and is out of date. The updated PROS Plan will also serve as the basis for reviewing the City's existing parks impact fee ordinance and to make adjustments thereto as necessary. The City issued a Request for Proposal (RFP) in May of 2008. Eight firms submitted proposals to provide consultant services for the update. Staff recommends the proposal from MIG, Inc. The proposal from MIG was superior in two respects. First, MIG has proposed a superior public participation plan that would include the development by MIG of a website specifically for the PROS Plan. Second, MIG demonstrated that their firm has more experience in developing PROS Plans for other jurisdictions with similar needs as Gig Harbor.

MIG is a large consulting firm with an office in Portland. The firm is large enough that virtually all of the work being proposed will be done in house. MIG is currently working on the PROS Plan for Pierce County and has recently completed PROS Plans for DuPont and Puyallup. Staff has contacted those jurisdictions and they all indicated that MIG was very responsive and worked well their City's to complete the updates. The overall project is estimated to take approximately 10 months to complete.

FISCAL CONSIDERATION

The price for doing the PROS Plan Update identified in the attached contract is \$134,500.

The total budgeted for the PROS Plan update is \$150,000.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the contract with MIG, Inc. for consulting services associated with the update to the City of Gig Harbor's Parks, Recreation and Open Space Plan.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MIG, Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and MIG, a corporation organized under the laws of the State of California located and doing business at 815 SW 2nd Avenue, Suite 200, Portland, Oregon, 97204 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in an update to the Park, Recreation and Open Space Plan and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 5, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

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 \$134,500.00 (one hundred thirty four thousand, five hundred dollars) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 31, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as

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

VI. Discrimination

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

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least

30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The 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:
MIG, Inc.
ATTN:
Lauren Schmitt
815 SW 2nd Avenue
Portland, Oregon 97204

City of Gig Harbor
ATTN: David Stubchaer
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT,
By: *Cynthia M. Verheye*
It's Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
MIG Inc.
ATTN: Lauren Schmitt
815 SW 2nd Avenue
Suite 200
Portland, OR 97204

City of Gig Harbor
ATTN: David Stubchaer
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On June 16, 2008 before me, Mi-Yung Lisa Rhee, Notary Public

personally appeared Carolyn M. Verheyen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mi-Yung Lisa Rhee

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Consultant Services Contract

Document Date: June 16, 2008 Number of Pages: 17

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Carolyn M. Verheyen

- Individual
- Corporate Officer — Title(s): Principal/Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

MIG, Inc.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter 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: _____

**Gig Harbor – MIG
Parks, Recreation and Open Space Plan**

Exhibit A: Project Approach, Schedule and Budget

Project Understanding

Gig Harbor is known for its historic, quaint character and high quality of life. Its prime Puget Sound waterfront location, unique character, and proximity to Tacoma and Seattle make the community an especially attractive place to live and visit. As a result, Gig Harbor has been experiencing significant growth pressures and is anticipating a substantial increase in population in the coming years, especially with the recent opening of the new Narrows bridge.

While the previous Park, Recreation and Open Space Plan included a thorough inventorying of resources, as did the PenMet Comprehensive Plan, the City and other agencies have more park land and new recreation resources. Through this planning effort, we understand there is a need to build upon previous inventory work to update the inventory and then to review recreation needs, in light of community priorities, regional and national recreation trends, and the projected population growth.

The plan update will also require some special attention to Gig Harbor's waterfront location, which creates specific opportunities and constraints around recreation. Our team's work with Pierce County, Metro Parks Tacoma, Coeur d'Alene and other agencies with waterfront gives us insight into waterfront community dynamics, as does our project manager's experience growing up in a coastal community in Oregon. We also see Gig Harbor's historical and cultural resources as a great opportunity for parks and recreation, and that this Plan update should include specific strategies about incorporating these resources into the park system and recreation programs.

This Park, Recreation and Open Space Plan update provides an exciting opportunity for Gig Harbor to build on its track record and history of partnerships and to connect with community members to refine the vision for the future to accommodate changes that have occurred since the 2001 Plan. The plan also offers the opportunity to take the City's services to the next level, developing a plan that addresses all aspects of services and provides for long term stewardship of highly valued community assets.

Project Approach

The MIG Team's proposed planning process follows four major phases:

Phase I: Where Are We Now?

During Phase I, we will initiate the project, examine the planning context, and review the changes in Gig Harbor and the region since the last plan, including an update of the parks inventory. This phase will include a summary of parks and recreation resources provided by other agencies such as PenMet and Pierce County, and a review of local cultural and historic resources.

Phase II: Where Do We Want To Be?

The focus of Phase II is to identify community needs through community involvement activities and technical analysis. MIG will facilitate a series of public involvement efforts designed to reach out to Gig Harbor community to elicit input about vision, priorities, needs, and desired outcomes. Based on the community priorities, we will conduct an assessment of need for parks, recreation facilities, and programs.

Phase III: How Do We Get There?

During Phase III, we will develop the plan with detailed recommendations. As part of the plan development, our team will present case studies of green park design and management technique and develop a baseline financial analysis that reviews past city funding for parks and recreation improvements. These work products, together with the community needs assessment completed in Phase II, will be used in the strategy session, a workshop to refine the vision, goals, and objectives for the updated Parks, Recreation and Open Space Plan.

Phase IV: Adoption

During Phase IV, we will refine the plan and work with city staff to take it through the adoption process, including updates to the Comprehensive Plan. This approach combines elements of strategic and comprehensive planning in a flexible framework that can be adapted to the needs of our clients.

Engaging the Community

Involving the community in the planning process is essential. But how can this process produce a solid assessment of community needs, ensure that stakeholders have adequate opportunity to contribute to the plan, and be cost effective? Our preliminary approach for Gig Harbor's planning effort includes multiple methods of outreach, giving people a choice of how and when they participate.

Here are some of the questions we considered in the development of our preliminary public outreach plan:

- ◆ Who should be involved? Public involvement methods should be designed specifically for targeted stakeholders.
- ◆ How can we bring the involvement process to each group? It is easy to generate interest in a project that has direct construction impacts on residents, but more difficult to get citizens interested in long-range planning. MIG has been able to generate widespread community involvement by taking the process to stakeholders whenever possible, rather than expecting them to come to us.
- ◆ How flexible is the format and timeline for participation? A flexible participation process means that more individuals will participate. For example, if a person must attend a full two-hour meeting in order to provide input, it requires a substantial commitment to participate. If people can drop in for as long as desired, provide comments in writing and by email, or fill out a questionnaire during a visit to the library, participation will be greater.
- ◆ How will community input be used to shape the plan? MIG is noted as a leader in public participation and outreach and has particular expertise in facilitation and consensus building. We have developed a variety of tools and techniques to involve people in the planning process and are skilled at translating the input to action. For the Metro Parks Tacoma Strategic Parks and Program Services Plan, MIG assembled focus groups to

get community feedback on park maintenance, an area where there had been significant dissatisfaction in the past. Using the focus groups' input, our team designed tiered maintenance levels of service to guide the development of its maintenance management plan. Polling at the end of the planning process indicated that the public was happy and that their service expectations were met.

With these questions in mind, we developed a preliminary public outreach plan for Gig Harbor that includes stakeholder interviews, focus groups with key constituencies, an interactive project website and forum for public information and comment, community questionnaires administered on the web, a community intercept event, a public forum, and a scientific survey. To supplement these broader engagement activities, we propose periodic meetings with several groups during the planning process to provide guidance. The Park Board will serve as the citizen advisory group for this project, and if desired, additional ad hoc members can be added to provide more community perspectives. A Technical Advisory Group will also meet during the project, including city planning and parks and recreation staff, as well as representatives from other departments or agencies such as PenMet. MIG will also meet several times with the Planning Commission and City Council, providing additional opportunities for community review of and input into the Plan.

Assessing Park, Recreation, and Trail Needs

What are the most important benefits of parks and recreation to residents and to those who visit Gig Harbor? What kinds of park and recreation facility improvements are needed in the next 15 years? What kinds of recreation programs and services should be provided in the future? These are some of the key questions that will be answered in the plan. Central to this discussion is a decision about what level of service for parks and facilities, programs and services, and facility maintenance is appropriate for the City. There is no single way of responding to these issues.

Many needs assessments focus on identifying future parkland acreage needs, a critical and important element. However, every community has its own opportunities and constraints. We have also worked in a number of communities that were struggling to get the most benefit out of their park systems, as well as to incorporate more uses within existing parks. Our team has developed customized methodologies to assess the need for recreation resources and amenities in these situations, identifying where additional high priority facilities are needed to fill gaps in the system. In some cases, the analysis effort has factored in school grounds, developer-provided facilities, and in certain circumstances, even private facilities. The result of this type of approach is a very specific review of needs, leading to a plan that focuses on the most important community priorities.

MIG has assisted many clients in developing customized answers that are both quantifiable and defensible. Using data and information from multiple sources, including questionnaires, surveys, community involvement findings, comparisons with other communities, and geographic or mathematical models based on our extensive park and recreation work, the MIG Team will help Gig Harbor identify needs and be less vulnerable to the requests of special interest groups that may not be consistent with the priorities of the community as a whole.

Creating a Readable and Usable Plan

MIG strives to produce documents and supporting materials that will continue to be used in decision making and community processes for years following the planning process. MIG park and recreation plans:

- ♦ Are a one-stop reference;
- ♦ Are written with clear and easy-to-understand language;
- ♦ Provide concise documentation of the planning process;
- ♦ Include tools to guide decision-making toward a community-supported vision; and
- ♦ Are cost-effective to reproduce and update.

Gig Harbor Parks, Recreation and Open Space Plan

Prepared by MIG Inc.

Date: 4.30.08

	Lauren Schmitt Project Director	Ryan Mattau Project Manager	Aaron Abrams Public Involvement	Heather Kaplinger Planner/OS Specialist	Laure Matthews Cultural Resources	MIG Project Associate	MIG Technical Services	Don Garner Insect Fee Specialist	Total Labor	Expenses	Total
<i>Hourly Billing Rate</i>	\$125	\$95	\$95	\$95	\$115	\$75	\$150	\$175			
Phase 1: Where are we now?											
Task 1 Project Initiation	8	10				2			\$2,100	\$185	\$2,285
Task 2 Background Information Review		4		4	4	8			\$1,820		\$1,820
Task 3 Parks and Facilities Tour and Evaluation		10		12					\$2,090	\$650	\$2,740
Task 4 Base Map and Existing Resources Maps		4		20					\$2,280	\$200	\$2,480
Task 5 Planning Context Summary Memo	2	8				40			\$4,010		\$4,010
Task 6 Existing Resources Summary Memo	2	12		4	4	32			\$4,630		\$4,630
Task 7 Park Board Meeting		4				8			\$980	\$50	\$1,030
Miscellaneous tasks and administration	2	4							\$630	\$15	\$645
Task Subtotal	14	56	0	40	8	90	0	0	\$18,540	\$1,100	\$19,640
Phase 2: Where do we want to be?											
Task 8 Stakeholder Interviews (6)		12			6	12			\$2,730	\$185	\$2,915
Task 9 Focus Groups (3)		10			8	4			\$2,170	\$15	\$2,185
Task 10 Recreation Survey	2	16	8	2	2	40			\$5,950	\$12,000	\$17,950
Task 11 Web-based Questionnaires	2	8	8			24			\$3,570	\$200	\$3,770
Task 12 Community Intercept	1	16	6			20			\$3,715	\$210	\$3,925
Task 13 Community Forum	1	12	12			8			\$3,005	\$950	\$3,955
Task 14 Park Board Meeting		6				10			\$1,320	\$650	\$1,970
Task 15 City Council Wbrk Session	1	6				10			\$1,445		\$1,445
Task 16 Needs Assessment Approach	2	8		2	2	8			\$2,030		\$2,030
Task 17 Community Needs Assessment Report	4	12		32	12	32			\$8,460	\$50	\$8,510
Miscellaneous tasks and administration	2	4							\$630	\$15	\$645
Task Subtotal	15	110	34	36	30	168	0	0	\$35,025	\$14,275	\$49,300
Phase 3: How do we get there?											
Task 18 Green Park Design Case Studies	4	12			8	40			\$5,560		\$5,560
Task 19 Baseline Financial Analysis		16				2		8	\$3,070		\$3,070
Task 20 Strategy Session	6	16	16			2			\$3,940	\$185	\$4,125
Task 21 Outline Recommendations	2	4	2	2	2	10			\$1,990		\$1,990
Task 22 Draft Park and Trail Maps	2	6		10					\$1,770	\$200	\$1,970
Task 23 Draft Capital Improvement Plan	2	8			4	12			\$2,370		\$2,370
Task 24 Funding Options Memo	1	12				4		10	\$3,315		\$3,315
Task 25 Park Board Meeting		6				4			\$870	\$185	\$1,055
Task 26 Planning Commission Meeting		6				4			\$870	\$185	\$1,055
Task 27 Admin Draft Parks, Rec & Open Space Plan	4	16	4	4	8	40			\$6,700	\$50	\$6,750
Miscellaneous tasks and administration	2	4							\$630	\$15	\$645
Task Subtotal	23	106	22	16	22	118	0	18	\$31,085	\$820	\$31,905
Phase IV Adoption											
Task 28 Draft Parks, Recreation & Open Space Plan	2	6		2		10			\$1,760	\$50	\$1,810
Task 29 Capital Facility Plan & Park & Rec Element Update		4				8			\$980		\$980
Task 30 SEPA Assistance		2				6			\$640		\$640
Task 31 Park Board Meeting		6				4			\$870	\$350	\$1,220
Task 32 Planning Commission Meeting		6				4			\$870	\$350	\$1,220
Task 33 City Council Meeting	8	8						8	\$3,160	\$185	\$3,345
Task 34 Final Parks, Recreation and Open Space Plan		6		2		8			\$1,360	\$50	\$1,410
Task 35 Project Closeout	2	2				2			\$590	\$15	\$605
Miscellaneous tasks and administration	2	4							\$630	\$15	\$645
Task Subtotal	14	44	0	4	0	42	0	8	\$10,860	\$1,015	\$11,875
Ongoing Tasks											
Task 36 Project Management Team Coordination	12	48							\$6,060	\$120	\$6,180
Task 37 Technical Advisory Group Meetings (4)		16				24			\$3,320	\$400	\$3,720
Task 38 Planning Commission Meeting		8	24			24	15		\$7,090	\$4,800	\$11,890
Task Subtotal	12	72	24	0	0	48	15	0	\$16,470	\$5,320	\$21,790
Project Total	78	388	80	96	60	466	15	26	\$111,980	\$22,530	\$134,510

Gig Harbor Parks, Recreation and Open Space Pla

Prepared by MIG, Inc.
Date: 4.30.08

TASK	June	July	August	September	October	November	December	January	February	March	April	May
Phase 1: Where are we now?												
Task 1 Project Initiation	█											
Task 2 Background Information Review	█	█										
Task 3 Parks and Facilities Tour and Evaluation		█										
Task 4 Base Map and Existing Resources Maps		█	█									
Task 5 Planning Context Summary Memo			█									
Task 6 Existing Resources Summary Memo			█	█								
Task 7 Park Board Meeting				█								
Miscellaneous tasks and administration	█	█	█									
Phase 2: Where do we want to be?												
Task 8 Stakeholder Interviews (6)		█										
Task 9 Focus Groups (3)		█	█									
Task 10 Recreation Survey			█	█	█							
Task 11 Web-based Questionnaires			█	█	█							
Task 12 Community Intercept			█	█	█							
Task 13 Community Forum				█								
Task 14 Park Board Meeting					█							
Task 15 City Council Work Session						█						
Task 16 Needs Assessment Approach							█					
Task 17 Community Needs Assessment Report								█				
Miscellaneous tasks and administration		█	█	█	█	█	█	█				
Phase 3: How do we get there?												
Task 18 Green Park Design Case Studies					█	█						
Task 19 Baseline Financial Analysis						█						
Task 20 Strategy Session							█					
Task 21 Outline Recommendations								█				
Task 22 Draft Park and Trail Maps									█			
Task 23 Draft Capital Improvement Plan										█		
Task 24 Funding Options Memo											█	
Task 25 Park Board Meeting												█
Task 26 Planning Commission Meeting												█
Task 27 Admin Draft Parks, Rec & Open Space Plan												█
Miscellaneous tasks and administration												█
Phase IV Adoption												
Task 28 Draft Parks, Recreation & Open Space Plan											█	
Task 29 Capital Facility Plan & Park & Rec Element Update											█	
Task 30 SEPA Assistance											█	
Task 31 Park Board Meeting												█
Task 32 Planning Commission Meeting												█
Task 33 City Council Meeting												█
Task 34 Final Parks, Recreation and Open Space Plan												█
Task 35 Project Closeout												█
Miscellaneous tasks and administration												█
Ongoing Tasks												
Task 36 Project Management Team Coordination	█	█	█	█	█	█	█	█	█	█	█	█
Task 37 Technical Advisory Group Meetings (4)	█	█	█	█	█	█	█	█	█	█	█	█
Task 38 Townsquare Project Website (12 Months)	█	█	█	█	█	█	█	█	█	█	█	█



Subject: Second Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a Second Amendment to the Agreement Between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: June 23, 2008

Exhibits: Second Amendment to the Agreement
Phase I Conservation Easement Report

Initial & Date

Concurred by Mayor:

CLH

Approved by City Administrator:

PK

Approved as to form by City Atty:

Approved by Finance Director:

DP 6/19/08

Approved by Department Head:

Expenditure		Amount		Appropriation	
Required	\$80,000	Budgeted	\$80,000	Required	-0-

INFORMATION / BACKGROUND

In November of 2006, an Agreement between the City and the Gig Harbor Peninsula Historical Society (GHPHS) was signed for the purpose of developing a final Purchase and Sale Agreement for the Triangle property at Donkey Creek and a Conservation Easement over Harbor Museum property. GHPHS requested an extension to modify the fundraising date from December 31, 2008 to June 30, 2009. The agreement on the terms and conditions of Conservation Easement has also been extended from June 1, 2008 to November 1, 2008 in order to complete the environmental assessment of the area and develop the final terms and consideration of the Conservation Easement. This fulfills objective #20 in the Parks Development Section of the 2008 Budget.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute the Second Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society.

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND
THE GIG HARBOR PENINSULA HISTORICAL SOCIETY**

THIS SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND THE GIG HARBOR PENINSULA HISTORICAL SOCIETY is made and entered into as of the 18th day of June, 2008, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation, and the Gig Harbor Peninsula Historical Society (hereinafter the Society), a nonprofit corporation organized under the laws of the State of Washington.

RECITALS

WHEREAS, the City and the Society entered into the Agreement Between the City of Gig Harbor and the Peninsula Historical Society (hereinafter the "Agreement"), on or about November 28, 2006; and

WHEREAS, in Section 3.3 of the Agreement, the Conservation Easement is to be conveyed to the City on January 1, 2009, subject to the conditions in Section 3 and 4 of the Agreement; and

WHEREAS, in Section 4.3.2 of the First Amendment to the Agreement, there is a schedule for agreement on the terms of a certain property and property interests known as the "Conservation Easement"; and

WHEREAS, the schedule set forth in the Agreement has not been met, and the parties wish to amend the Agreement to address an extension of time for the performance of the steps necessary to accomplish the conveyances, including, but not limited to, performance of all necessary environmental inspections relating to the property and fundraising toward achievement of the pledge goal; and

WHEREAS, the deadlines for the performance of certain activities relating to the Conservation Easement have passed; Now, Therefore,

The parties hereto agree as follows:

Section 1. Section 3 of the Agreement is hereby amended to read as follows:

3.1 The City agrees to commit funding to the Society in a total amount of Four Hundred Thousand Dollars (\$400,000.00), over a five (5) year period, not later than April 1, 2008, to be used by the Society for construction of the Historical Museum, as well as

consideration for the Society's conveyance of the Conservation Easement and sale of the Donkey Creek Property.

3.2 The Society will use its best efforts to collect the necessary additional funds to meet its Pledge Goal (described in Section 2 above on or before ~~December 31, 2008~~ June 30, 2009). If the Society reaches its goal and collects the necessary funds, then the City shall provide the second installment of the funding contribution to the Society, on or before January 1, 2009. If the Society does not reach its goal to collect the necessary additional funds before ~~December 31, 2008~~ June 30, 2009, then the City must first notify the Society that it is declaring a breach; the Society will then have sixty (60) days to establish to the reasonable satisfaction of the City that it will be able to raise the balance of the Pledge Goal within six (6) months from the notice of breach. If the Society still has not cured the breach after this sixty (60) day period, then the City shall not be obligated to provide any contribution to the Society and this Agreement shall terminate. The City shall have no obligation under this Agreement in the event of such termination to the Society, its successors or assigns.

3.3 The City's contributions to the Society, and the schedule for conveyance of the Conservation Easement and sale of the Donkey Creek Property, shall occur under the following timetable, subject to the conditions set forth in this Section 3 and 4:

<u>DATE</u>	<u>AMOUNT</u>	<u>CONVEYANCE/SALE</u>
Not later than 4-1-08	\$80,000.00	Donkey Creek Property
1-1-09	\$80,000.00	Conservation Easement
12-31-10	\$80,000.00	
12-31-11	\$80,000.00	
12-31-12	\$80,000.00	

3.4 If the Historical Society ceases operation of the Historical Museum for any reason, including, but not limited to, bankruptcy, assignment of interest to creditors, or any other third party, between the following dates, then the parties agree to the following:

3.4.1 Not later than April 1, 2008 through December 31, 2008: The City shall be entitled to keep the Donkey Creek Property, and the contribution made by the City by that date shall be considered just compensation for the Donkey Creek property.

3.4.2 January 1, 2009 and December 31, 2009: The City shall be entitled to keep the Conservation Easement and the contribution made by the City by that date shall be considered just compensation for the Conservation Easement.

3.4.3 January 1, 2010 and December 2010: The City shall not make the contribution due on December 31, 2010 or any future contributions.

3.4.4 January 1, 2011 and December 2011: The City shall not make the contribution due on December 31, 2011 or any future contributions.

3.4.5 January 1, 2012 and December 30, 2012: The City shall not make the contribution due on December 31, 2012.

3.5 If the Society does not reach its goal to collect the necessary additional funds before ~~December 31, 2008~~ June 30, 2009, or the Society begins construction or completes construction of the Museum, and then voluntarily or involuntarily ceases or abandons operation of the Museum, (except for temporary closures consistent with the operation of such a museum) and if the Society does not cure that default within sixty (60) days notice from the City, then the Society, its successors and/or assigns shall immediately notify the City. The City will then have the exclusive option to purchase the Museum property, and all improvements and appurtenances thereon, at fair market value, to be established by a MIA appraiser.

Section 2. Section 4 of the Agreement shall be amended to read as follows:

Section 4. Purchase of Donkey Creek Park Property and Conservation Easement.

4.1 Subject to satisfying the Conditions set forth in this Agreement and to the other conditions set forth in the Purchase and Sale Agreement to be developed pursuant to the subsections below, the City agrees to purchase and the Society agrees to sell the Donkey Creek Park Property to the City for Eighty Thousand Dollars and no cents (\$80,000.00); and to grant the Conservation

Easement to the City for Eighty Thousand Dollars and no cents (\$80,000.00). The Purchase Price will be paid, without interest, as set forth in Section 3 above.

4.2 The parties will promptly negotiate the terms of the Purchase and Sale Agreement for the Donkey Creek Property consistent with the terms of this Agreement. If the parties fail to reach agreement on the terms of the Purchase and Sale Agreement for the Property by April 1, 2008 after mutual execution of this Second Amendment to the Agreement, then this Second Amendment to the Agreement and the Agreement can be terminated by either party with notice to the other and, upon such termination, neither party will have any obligations to the other hereunder.

4.3 The following "Conditions" must be satisfied or waived by both of the parties within the times set forth below as a condition to the completion of this Agreement, including the sale of the Donkey Creek Property and execution of the Conservation Easement.

4.3.1 Execution of a Purchase and Sale Agreement for the Donkey Creek Property not later than April 1, 2008.

4.3.2 Agreement on the terms and conditions of a Conservation Easement on or before ~~June 1, 2008~~. November 1, 2008.

4.3.3 Approval of the City's inspection of the Donkey Creek Property and of any title exceptions with respect to the Donkey Creek Park Property, not later than April 1, 2008.

4.3.4 Commitment from a lender that it will lend the Society an amount sufficient to pay for the cost of construction, on terms and conditions reasonably acceptable to the Society and the City on or before February 28, 2008.

4.4 At closing of the sale of the Donkey Creek Park Property, the Society will convey the Donkey Creek Park Property to the City by Warranty Deed, subject only to exceptions to title approved by the City, pursuant to the terms of the Purchase and Sale Agreement.

4.5 The Conservation Easement will create a perpetual, nonexclusive conservation easement for the construction, enhancement, installation, maintenance, repair, replacement and

use of the restorations generally described in Exhibit B attached hereto and incorporated herein by this reference. The restorations shall not extend beyond the Easement Area shown in Exhibit B. The Conservation Easement will include a temporary easement over the Museum Property for the purpose of design, construction, inspection and maintenance of the restoration improvements, including egress and ingress, delivery of construction materials, and operation of construction equipment. The temporary easement shall terminate six (6) months after completion of the Donkey Creek restoration work or upon the City Council's acceptance of the restoration work, whichever first occurs.

4.6 The Conservation Easement will also create an easement over the "Open Space" area depicted on Exhibit B hereto. The easement on this Open Space is to be a conservation easement in accordance with the requirements of RCW 64.04.130. The agreement shall provide that the Open Space will remain in the condition existing after installation of all improvements and landscaping shown on a landscape plan approved by the City for Museum development. The Conservation Easement will permit construction of improvements to provide public access, such as walkways and driveways.

4.7 The Society will be allowed to construct a roadway and/or walkway over the Open Space and Conservation Easement Area, as well as the property adjoining these areas owned by the City to provide ingress and/or egress from Harborview Drive. This will be allowed only to the extent permitted by the Community Development Department.

4.8 Environmental Liability. Both the Purchase and Sale Agreement for the Donkey Creek Property and the Conservation Easement will contain provisions whereby the Society will indemnify and hold the City harmless for any existing contamination of the Conservation Easement area by hazardous substances. More detailed provisions relating to indemnification appear in the City's standard form agreement.

Section 3. Section 5 of the Agreement shall be amended to read as follows:

- 5.1 If (a) the Society does not reach its goal of obtaining donations and pledges equal to the Pledge Goal by ~~December 31, 2008~~ June 30, 2009 and does not cure this default within the times permitted as set forth above, or (b) the Society voluntarily or involuntarily ceases or abandons

construction of the Museum or operation of the Museum (except for temporary closures consistent with the operation of such a museum), and does not cure the default within sixty (60) days notice from the City, then the Society, or its successors and/or assigns shall immediately notify the City (a "Notifying Event"). Upon such a Notifying Event, the City will have an option to purchase the Museum Property for its then fair market value pursuant to the provisions of this section. If the City does not exercise its options within the time set forth herein, then the option will automatically terminate.

- 5.2 The City's option shall be preserved by recording this Agreement against the Museum Property, and all owners of an after-acquired interest in the Museum Property shall acquire their interest subject and subordinate to the City's rights hereunder.
- 5.3 Upon a Notifying Event, then the City will, within six (6) months, notify the Society that it wishes to exercise its Option and will notify the Society as to the price it believes represents the fair market value of the Museum Property. The Society will then have sixty (60) days to determine whether it agrees to the value proposed by the City. If the parties agree, then the Society will sell the Museum Property to the City for that price within thirty (30) days thereafter.
- 5.4 If the parties do not agree upon the fair market value within said sixty days, then each party will name an MAI real estate appraiser having at least five (5) years of experience to give its opinion as to the fair market value of the Museum Property. The purchase price will then be the average values given by the two appraisers; provided, however, in the event that the valuations given by the two appraisers are more than ten percent (10%) apart, then the purchase price shall be determined by a third real estate appraiser named by the first two. Each party will be responsible for the fees of the appraiser nominated by that party and the cost of the third appraiser, if hired, will be shared equally by the parties.
- 5.5 As used herein, the fair market value will be the value which a willing buyer would pay to a willing seller for the Museum Property and all improvements and fixtures located thereon, but would exclude, for purposes of valuation, the restrictions contained in the Conservation Easement. The resulting fair

market value will then be reduced by amounts previously paid by the City during the years 2010 to 2012.

- 5.6 The parties shall follow the purchase and sale procedures set forth in Section 4 above for use of the form Purchase and Sale Agreement, and negotiation of terms. The purchase price shall be paid in cash as closing.
- 5.7 Title to the Property shall be conveyed by a Statutory Warranty Deed free and clear of all encumbrances or defects. Rights reserved in federal patents or state deed, building or use restrictions general to the area, encumbrances or defects that currently exist and the Conservation Easement, and easements not inconsistent with use of the Property for its intended purpose shall not be considered encumbrances or defects.
- 5.8 Closing shall occur at a title insurance company selected by the City within thirty (30) days after the purchase price has been determined as set forth herein.
- 5.9 Real estate taxes for the year of closing, if any, shall be prorated as of the date of closing. The escrow fees shall be paid one-half by each of the parties. The City will pay the cost of any title insurance policy it wishes to order. The City will pay for any recording fees.
- 5.10 This option is for the sole benefit of the City and may not be assigned by the City.

Section 4. The parties agree that the remainder of the Agreement shall be in full force and effect, and that this Second Amendment to the Agreement shall be incorporated into and be construed as the entire agreement of the parties, with Sections 3 and 4 of the Agreement amended as set forth above. All of the above documents and their exhibits are hereby made a part of this Agreement and form the Agreement and the Second Amendment to the Agreement as fully as if the same were set forth herein. Should anything in the exhibits conflict with the provisions of the Agreement and this Second Amendment, then the Agreement and the Second Amendment shall prevail.

Section 5. Severability. Should a court of competent jurisdiction determine that any phrase, sentence or provision of this Second Amendment are invalid or unconstitutional, it shall not affect the validity or constitutionality of any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2008.

THE CITY OF GIG HARBOR

GIG HARBOR PENINSULA
HISTORICAL SOCIETY

By _____
Charles L. Hunter
Its Mayor

By  _____
Its President

ATTEST:

MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:

CAROL A. MORRIS, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Walter H. Smith is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of GHP Historical Society to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/18/08

Molly Towslee

Molly Towslee
(print or type name)

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

Big Harbor

My Commission expires: 12/2/2011



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, CenturyTel supports our local economy by providing local family-wage jobs and benefits for area residents; and

WHEREAS, CenturyTel consistently invests into developing and maintaining its high-quality communications networks; and

WHEREAS, CenturyTel serves Gig Harbor as a good community citizen through support of local non-profit organizations, service clubs and schools; and

WHEREAS, CenturyTel accomplishes these goals within an environment of honesty and integrity; and

WHEREAS, the community is grateful for the good jobs that CenturyTel provides here in the Gig Harbor community; and

WHEREAS, the City appreciates the extent to which CenturyTel, its leadership, and its employees are tremendous corporate citizens; and

WHEREAS, the City of Gig Harbor is eager to see CenturyTel continue to grow, succeed, and stay in this community; and

NOW THEREFORE, I, Chuck Hunter, Mayor, do hereby proclaim the week of June 23, 2008 as

CENTURYTEL WEEK

in Gig Harbor, and I urge all citizens to recognize and applaud the service of this corporation to our greater community.

Chuck Hunter, Mayor

Date

June 19, 2008

This year marked the 13th annual Blessing of the Fleet celebration. The Blessing began as a sacramental blessing celebration of the Gig Harbor Fishing Fleet just prior to their departure for Alaskan fishing waters. This solemn event has always been planned and executed by the Saint Nicholas Catholic Church Knights of Columbus. Until 2004 the Blessing was a featured part within the larger context of Maritime Gig Festival, hosted by the Gig Harbor Peninsula Area Chamber of Commerce.

Then in 2004 the Chamber decided to cut the traditional two day Maritime Gig Festival down to one day only, Saturday. This left the sacramental blessing with no home. During 2005 the Knights conducted the Blessing as a stand alone event. Then in 2005 John Oldham and John Moist collaborated and formed the Blessing of the Fleet Celebration Committee and expanded the event to include: an ecumenical Memorial Service for fallen fishermen; the Antique & Classic Yacht Festival; the Taste of Gig Harbor; entertainment, featuring the Croation Dancers from Anacortes; along with maritime heritage related activities.

This year, in an effort of solidarity and a desire to present a seamless two day event to the public, the Blessing Committee teamed up with the Chamber. If it were not for the Chamber's generosity, help, and dedication to the community this years event would have been far more difficult to produce.

That being said, I would like to recognize Chamber of Commerce employees: Mr. Warren Zimmerman, Executive Director; Mrs. Sandi Anderson, Maritime Gig Coordinator; and extraordinary assistants Jennifer Lord and Tami Skanes. Their mentorship and organization were essential to our success.

From the City of Gig Harbor I would like to recognize the entire Public Works Department, this year headed by Mr. Marco Malich with assisted from Miss. Terri Reed. Below are a list of the major tasks performed by our City's finest dedicated Public Works employees, the "City Guys":

- Dock permitting/closure, transition from dock to float, install welcome arch
- Post street closures/no parking signs throughout City (placement of over 100 barricades/cones)
- Install temporary construction fencing
- Set up areas for Children's Activities (Trout pond, model boat, archeological dig)
- Jerisich & Skansie Park & Harborview Drive maintenance
- Electrical/water hookup/assist in vendor set up
- Patrolling bathrooms and emptying garbage
- Street sweeping

From the Knights of Columbus I would like to recognize: Mr. John Oldham, Event Co-Chairman; Mr. Jack Michel, Grand Knight, Mr. Bob Munday, and Mr. Larry Roemmich, soda sales and logistics; Mr. David Brookbank, parking coordinator and Mr. Paul Beaudoin, entertainment.

From our downtown business owners: Miss. Candy Schuman, Photo Contest, promotions and Merchant's Street Fair and Miss. Laurie Rice, Photo Contest, Promotions and Antique and Classic Yacht Festival.

Special Presentation

I would like to thank the Peninsula Gateway Advertising Department Mr. Mike Leonard and Mr. Jim Appelgate along with Mrs. Christina Hallock for their generous assistance with weekly as well as special advertising opportunities.

And last but not least I would like to thank Copy-It-Mail-It owner Ken Tallman and Manager Dennis Jordan along with Dana White, Whitehouse Graphics for our beautiful posters and rack cards.

Anyone who has ever put on an event of this magnitude understands the volunteer base necessary for success. Each of the above mentioned persons contributed countless hours of their time to help make this the best Blessing Celebration yet. Thank you.

Those in attendance on Monday the 23rd at 6pm at City Hall will be:

John Oldham
Jack Michel
Candy Schuman
Laurie Rice
Larry Roemmich
Bob Munday
David Brookbank
Paul Beaudoin
John Moist



Subject: Third Reading of Ordinance –
Nonconforming use and structures amendment
(ZONE 08-0001)

Proposed Council Action: Approve
ordinance at this third reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: June 23, 2008

Exhibits: Draft Ordinance; Square Foot
Construction Costs Table; memo from Dick Bower;
Re-establishment of Nonconforming Uses Table;

Initial & Date

Concurred by Mayor:

SLH 6/7/08

Approved by City Administrator:

PKK 6/17/08

Approved as to form by City Atty:

CAM 6/17/08

Approved by Finance Director:

DF 6/17/08

Approved by Department Head:

JD 6/16/08

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Attached for the Council’s consideration are proposed amendments to the Nonconformities Chapter (GHMC 17.68):

- 1) Allow the reconstruction of accidentally destroyed nonconforming uses in all zones to the same of smaller dimensions, as long as such reconstruction occurs within one year of destruction. *The current code only allows the rebuilding of nonconforming residential uses in the R-2 zone in the case of accidental destruction.*
- 2) Limit intentional changes (remodels) to nonconforming structures those changes valued at less than 50% of the replacement value of the structure. Changes which would exceed 50% of the replacement value, such as demolition to the foundation, would result in the structure needing to be brought into conformity with the existing code or be removed. *The current code has very limiting provisions for remodels.*
- 3) Require a permit for review of nonconforming use and structure changes to allow the City to track changes to nonconformities.
- 4) Reorganize the Chapter for better implementation.

On February 11th, 2008, the City Council passed an ordinance (ORD. 1122) which allows nonconforming residential uses in the R-2 zone to rebuild if destroyed by an act of nature, such as a fire. In addition, the ordinance allowed the reconstruction of a nonconforming structure in the case of destruction by an act of nature. The City Council acknowledged that the issues of nonconforming residential uses must be addressed in all zones, not just R-2 and

thereby directed Planning Commission to review the Nonconformities Chapter and suggest changes. Ordinance 1122 requests the Planning Commission's recommendation by July 1, 2008.

At the May 27, 2008 first reading of ordinance reflecting the Planning Commission's recommendation, the Council directed the staff to review the phrase "as determined by the square foot construction cost table in the city's fee schedule or a contractor's estimate" contained in the proposed limitations of intentional changes (remodels) to nonconforming structures and uses (GHMC 17.68.030(C)(3) and GHMC 17.68.040(C & D)).

At the June 9, 2008 second reading of the ordinance, the Council asked for more information regarding the history of the City's Square Foot Construction Costs Table 2-1 in the City's fee schedule. A memo from Dick Bower is enclosed answering those questions. He will be available at the June 23rd meeting if you have any further questions.

Square Foot Construction Costs Table:

A summary of the enclosed memo from Dick Bower:

The square foot valuation data in the table is based on the square foot construction cost table published semi-annually by the International Code Council (ICC) and reflecting the national average construction costs. The table was adjusted to respond to local conditions by increasing the cost of single-family residential construction by approx. 25% to account for the higher end construction typically seen in Gig Harbor. The table is revisited annually in conjunction with the review of the development services fee resolution.

At this time, the City's table compared to those offered in the Jan/Feb 2008 ICC Building Safety Journal are approximately 9% under valued for most uses and construction types. However, for typical 1-2 family dwellings, the City's construction valuation exceeds the national average by approx. 6.7%.

Using the Square Foot Construction Cost Table compared to a Contractor's Estimate:

Upon further review by the Planning, and Building and Fire Safety Departments, the staff recommends against allowing the use of a contractor's estimate in calculating replacement value. The attached ordinance reflects this recommendation. Under this proposal, all nonconforming changes would be valued off of the City's square foot construction cost table. Staff felt that this was the most consistent and equitable way to value all nonconforming use and structure changes. This would remove an applicant's ability to obtain a contractor's estimate that could undervalue or overvalue the replacement value of a structure and remodel costs to the applicant's benefit. In addition, not every applicant has the knowledge or resources to solicit bids. Many smaller projects are carried out by homeowners. Using the construction cost table will level the playing field for all applicants.

If the Council desires to retain the ability to use a contractor's estimate for purposes of further recognizing high-end construction, planning staff would recommend the following phrase and new definition. If this direction is preferred, a new public hearing and first reading of the ordinance will be scheduled.

"...as determined by the square foot construction cost table in the city's fee schedule or a contractor's estimate based on fair-market value whichever is higher."

New GHMC 17.04 definition:

"Fair market value" means the open market bid price for construction, using the equipment and facilities, and purchase of the goods, services and materials necessary to accomplish the work. This includes the cost of hiring a contractor to undertake the construction from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead and profit. The fair market value of the construction shall include the fair market value of any donated, contributed or found labor, equipment or materials;

Finally, at the June 9th meeting, the Council also asked staff to develop a table showing how neighboring jurisdictions handle the re-establishment of nonconforming uses and how the City's current code allows for the remodel of nonconforming structures. A table has been enclosed showing neighboring jurisdictions thresholds for re-establishment. Below is a discussion on remodels.

Remodels of nonconforming structures or portions of nonconforming structures:

The City's current code allows for remodels of nonconforming structures or portions of structures with the following language: "No such nonconforming structure may be altered in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered to decrease its nonconformity." In applying this code, the only remodels allowed are those which decrease each and every nonconforming aspect of the portion of the building which is nonconforming: height, bulk, wall location etc. Reduction of one but not all of those circumstances in a remodel is not allowed. For example, if a homeowner wanted to remodel a portion of a home which is located in the setbacks by changing window and door locations, the remodel would have to entail shrinking every dimension (length, width, height, roof form) of that portion of the home. The homeowner could not simply move around windows and doors. While the proposed language retains this requirement, the addition of 17.68.040(C), further clarifies the provision and allows remodels to the same or smaller dimensions – window and door configuration would be allowed provided that work is no more than 50% of the building value.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003).

GHMC 17.68 Nonconformities

Chapter 17.68 GHMC regulates those uses and structures that do not conform to the existing standards of the zoning code.

From GHMC 17.68.010, the intent of the zone:

A. *Within the zoning districts established by this title or any amendment that may later be adopted, there may exist lots, structures, uses of land and structures, and characteristics of use that were lawful before the effective date of the applicable regulations, but that would be*

prohibited, regulated, or restricted under the terms of GHMC Title 17 or a future amendment thereof. This chapter is intended to permit these nonconformities to continue until they are removed but not to encourage their perpetuation. It is further intended that nonconformities shall not be enlarged upon, expanded, extended or be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

B. Because nonconformities do not conform to the requirements of the regulations within their zoning districts, they are declared by this chapter to be incompatible with the permitted uses in the districts involved. A nonconforming use of land in combination shall not be extended or enlarged after passage of the ordinance codified in this chapter by the addition of other uses. To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction or designated use of any building for which application for a building permit was made prior to the effective date of the adoption or an amendment of the ordinance codified in this title.

Staff/Planning Commission Analysis:

The following is a synopsis of the issues discussed and reviewed by the Planning Commission:

The Planning Commission first discussed the issue of nonconforming uses. Should nonconforming uses be allowed to rebuild in the case of destruction by acts of nature? If yes, should both nonconforming residential and commercial uses be allowed to rebuild or only residential uses? After much discussion, the Planning Commission decided that all uses should be allowed to rebuild in the case of destruction by acts of nature.

The Planning Commission next discussed what limitations, if any, should be placed on the rebuilding of a nonconforming use or structure that was destroyed by an act of nature. It was agreed that a one year time limit was appropriate for the rebuild process. While all new construction must meet current building and fire codes, the Planning Commission also decided that to the maximum extent possible, the rebuilding of the nonconforming use should comply with all municipal codes including, but not limited to:

1. The performance standards in the zoning code, such as setback, coverage and building height
2. Landscape standards, GHMC 17.78
3. Parking standards, GHMC 17.72
4. Design Manual, GHMC 17.98
5. Critical Areas regulations, GHMC 18.08
6. Sign code, GHMC 17.80 (which has specific nonconforming sign regulations)
7. Flood Hazard Construction Standards, GHMC 18.10
8. Public works standards.

The Planning Director would decide if a proposed rebuild has met these codes to the maximum extent possible. Requiring compliance with as many codes as possible is consistent with the intent of the Chapter to not perpetuate nonconforming structures.

Finally, the Planning Commission discussed if the City should allow the intentional alteration of a nonconforming structure, such as in the case of a remodel. The Planning Commission felt that some allowance should be provided for remodels. The proposal limits the alteration to no more than 50% of the replacement value over the lifetime of the structure. Any alteration exceeding 50% of the replacement value either at one time or after a series of alterations

would remove the nonconforming status. The structure would then need to comply with all existing zoning code requirements.

The Planning Commission also recommended the reorganization of the Chapter for better understanding of the provisions contained in the Chapter.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on March 5, 2008 as per WAC 197-11-340(2).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission held work study sessions on this text amendment on January 3rd, January 17th, February 21st, March 6th, and March 20th 2008. A public hearing before the Planning Commission was held on March 6th, 2008. One member of the public testified at the public hearing. He requested clarification of the remodel allowance in the proposed chapter changes. At the March 20th work study session, the Planning Commission voted unanimously to recommend approval of the text amendment presented at the first reading. Copies of the minutes for the Planning Commission meetings which these amendments were discussed are attached.

RECOMMENDATION / MOTION

Move to: Approve ordinance at this third reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO NONCONFORMING USES AND STRUCTURES, ALLOWING RECONSTRUCTION OF ACCIDENTALLY DESTROYED NONCONFORMING USES AND STRUCTURES TO THE SAME OR SMALLER DIMENSIONS, AS LONG AS SUCH RECONSTRUCTION OCCURS WITHIN ONE YEAR OF THE DESTRUCTION; LIMITING INTENTIONAL CHANGES TO NONCONFORMING STRUCTURES TO 50 PERCENT OF THE REPLACEMENT VALUE OF THE STRUCTURE; REQUIRING A PERMIT FOR REVIEW OF NONCONFORMING USE AND STRUCTURE CHANGES; AND REORGANIZING THE CHAPTER FOR BETTER IMPLEMENTATION; ADDING NEW SECTION 17.68.025, AMENDING SECTIONS 17.68.030, 17.68.038, 17.68.040 AND 19.01.003; REPEALING SECTION 17.68.035; RENUMBERING SECTIONS 17.68.045 AND 17.68.060 OF THE GIG HARBOR MUNICIPAL CODE AS ADOPTED IN ORDINANCE 1122

WHEREAS, chapter 17.68 may not allow the reconstruction of existing residential and nonresidential uses after accidental destruction; and

WHEREAS, in Ordinance 1122, the City Council directed the Planning Commission to review Chapter 17.68 GHMC and provide Council recommendations for changes by July 1, 2008; and

WHEREAS, the City desires to allow all uses to rebuild in the case of destruction by acts of nature to retain the services and housing options provided in the City; and

WHEREAS, the City desires that the rebuilding of nonconforming uses and structures comply with all municipal codes to the extent possible in order reduce the perpetuation of nonconformities in the structure and to achieve the vision and goals of Gig Harbor; and

WHEREAS, additional changes need to be made to the language in GHMC Section 17.68.040, so that a nonconforming structure may not be intentionally destroyed, altered or damaged more than 50 percent of its replacement value and then reconstructed to its original dimensions; and

WHEREAS, the City desires to reorganize chapter 17.68 GHMC to achieve better understanding of the provisions contained in the chapter; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on March 5, 2008; and

WHEREAS, on March 5, 2008, a copy of this Ordinance was sent to the Washington Department of Community, Trade and Economic Development, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 6, 2008 and made a recommendation of approval to the City Council on March 20, 2008 after a work-study session; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on May 27, 2008; and

WHEREAS, on _____, the City Council adopted this Ordinance at third reading during a regular City Council meeting; Now, therefore;

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

Section 1. A new Section 17.68.025 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.68.025 Nonconforming use and structure review.

A. Any change to a nonconforming use or nonconforming structure shall be reviewed for compliance with the standards of this Chapter and nonconforming review approval shall be obtained prior to the commencement of any such change.

B. Nonconforming review is a Type II project permit application and shall be processed as set forth in Title 19 GHMC with the exception of changes described in GHMC Section 17.68.035 which shall be processed as a Type III project permit application as set forth in Title 19 GHMC.

C. A complete nonconforming review application shall contain the following information:

1. A written description of the proposed nonconforming use and/or nonconforming structure change including any plans and drawings which illustrate such change;

2. A written statement of justification for approving the nonconforming change pursuant to the regulations contained within this Chapter.

Section 2. Section 17.68.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.68.030 Nonconforming uses of land.

When, before the effective date of the adoption or an amendment of the applicable regulations, a lawful use of land existed that would not be permitted by the regulations thereafter imposed by ~~Chapter 17.04~~ Title 17 GHMC or amendments thereof, the use may be continued so long as it remains otherwise lawful, and shall be deemed a nonconforming use; provided however, that:

A. Enlargement Prohibited. No such nonconforming use shall be enlarged in size or increased in size or extended to occupy a greater area of land than was occupied at the effective date of the adoption or an amendment of such applicable regulations;

B. Movement of Uses. No such nonconforming use shall be moved, in whole or in part, to any portion of the lot or parcel other than that occupied by such use at the effective date of the adoption or an amendment of such applicable regulations;

C. Destruction and Discontinuance.

1. If any such nonconforming use of land ceases is discontinued for any reason for a period of more than one year, any subsequent use of land shall conform to the regulations specified by this title for the district in which such land is located. "Discontinued" is defined in GHMC Section 17.68.038.

2. A nonconforming use that is damaged by fire, act of nature or other causes beyond the control of the owners may be resumed, as long as the use is not discontinued more than one year. Any structure occupied by a nonconforming use that is unintentionally destroyed may only be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC Section 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible.

3. When a structure and premises have a nonconforming use status, the intentional removal, intentional destruction or intentional alteration of the structure shall eliminate the nonconforming use status. Intentional removal, intentional destruction and intentional alteration for the purposes of this subsection is defined as damage and/or alterations valued at more than 50 percent of the replacement value of the structure at the time of damage and/or alterations as determined by the square foot construction cost table in the city's fee schedule.

D. No additional structure not conforming to the requirements of this title shall be erected in connection with such nonconforming use of land.

Section 3. Section 17.68.035 of the Gig Harbor Municipal Code as last amended by Ordinance 1122, is hereby repealed.

Section 4. Section 17.68.045 of the Gig Harbor Municipal Code, “**Changes from one nonconforming use to another**”, as last amended by Ordinance 1122, is hereby renumbered to Section 17.68.035.

Section 5. Section 17.68.038 of the Gig Harbor Municipal Code, as last amended by Ordinance 1122, is hereby amended to read as follows:

17.68.038 Discontinuance of nonconforming structures uses and uses structures.

A. A use is considered discontinued when:

1. A permit to change the use of the nonconforming lot or nonconforming structure was issued and acted upon;
2. The structure, or a portion of the structure is not being used for the nonconforming use allowed by the most recent permit;
3. The structure is vacant, or the portion of the structure formerly occupied by the nonconforming use is vacant. The use of the structure shall be considered discontinued even if materials from the former use remain or are stored on the property. A multi-family structure with one or more vacant dwelling units is not considered vacant and the use is not considered to be discontinued unless all units in the structure are vacant.

4. If a complete application for a permit that would allow the nonconforming use to continue, or that would authorize a change to another nonconforming use has been submitted before the structure has been vacant for twelve (12) consecutive months, the nonconforming use shall not be considered discontinued unless the permit lapses or the permit is denied. ~~If the permit is denied, the nonconforming use may be reestablished after all appeals are exhausted, if the City's denial is reversed.~~

Section 6. Section 17.68.060 of the Gig Harbor Municipal Code, “**Uses permitted under conditional use provisions**”, is hereby renumbered to Section 17.68.039.

Section 7. Section 17.68.040 of the Gig Harbor Municipal Code, as last amended by Ordinance 1122, is hereby amended to read as follows:

17.68.040 Nonconforming structures.

When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other

requirements concerning the structure, such structure may be continued as a nonconforming structure so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered or remodeled in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered or remodeled to decrease its nonconformity;

B. A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than twelve consecutive months. Any such structure that is unintentionally destroyed shall be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC Section 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. "Discontinued" is defined in GHMC Section 17.68.038; and

~~C. When a nonconforming use of a structure and premises is discontinued for one year, the structure and premises shall not thereafter be used except in conformity with the regulations of the district in which it is located; and~~

C. Any such nonconforming structure or nonconforming portion of a structure that is intentionally damaged or intentionally altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or altered, provided the alterations and/or damage is valued at less than 50 percent of the replacement value of the structure as determined by the square foot construction cost table in the city's fee schedule. Reconstruction shall occur within one year of the time of intentional damage or alteration or not at all. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC Section 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. Interior only remodels which do not increase a structure's nonconformity shall not count towards the replacement cost as it relates to this section;

~~D. When a structure and premises have has a nonconforming use structure status, the intentional removal, or intentional destruction damage, or intentional alteration of the structure shall eliminate the nonconforming status. Upon the elimination of the nonconforming status, the structure shall be brought into conformity with the existing code or shall be removed. Intentional Rremoval, and intentional destruction damage, or intentional alteration for the purposes of this subsection is defined as damage and/or alterations valued at more causing less value greater than 50 percent of the replacement cost value of the structure at~~

the time of destruction damage and/or alterations, over the lifetime of the structure, as determined by the square foot construction cost table in the city's fee schedule.

Section 8. Subsection GHMC 19.01.003(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.01.003 Project permit application framework.

* * *

B. Decisions.

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Permitted uses not requiring site plan review	Short plat	Plat vacations and alterations	Preliminary plats	Final plats	Comprehensive plan amendments
Boundary line adjustments	Sign permits	Site plan/major amendments to site plans	Preliminary PRD/PUD	Final PRD/PUD	Development regulations
Minor amendments to PUD/PRD	Design review ¹	CUP, general variances, sign permit variances, and site specific rezones			Zoning text amendments; area-wide zoning map amendments
Special use permits	Land clearing/grading	Shoreline substantial development, shoreline variance			Annexations
Temporary construction trailers	Revisions to shoreline management permits	Major amendments to PRD and PUD			
	Administrative variances	Amendment to height restriction area map			
	Administrative interpretations	Mobile/manufactured home park or subdivision			
	Home occupation permit	Performance-based height exception			
	Hardship variance, sign code	<u>Changes from one nonconforming use to another</u>			
	Modification to landscape plans				
	Minor amendment to PRD or PUD				
	<u>Nonconforming review</u>				

¹ In addition to the procedures in Title 19, applications for Design review shall follow the procedures set forth in Chapter 17.98 GHMC.

Section 9. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 10. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this _____ day of _____, 2008.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 05/21/08
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

Table 1-2
Square Foot Construction Costs^{a,b,c}

Old Business - 1

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	180.22	174.42	170.37	163.36	151.92	151.11	158.20	140.76	135.70
	Theaters, without stage	166.23	160.44	156.38	149.39	137.93	137.14	144.23	126.77	121.71
A2	Assembly, nightclubs	\$135.94	\$132.13	\$128.82	\$123.98	\$115.98	\$114.57	\$119.46	\$105.64	\$102.14
	Restaurants, bars, banq. halls	134.85	131.04	126.64	122.90	113.81	113.48	118.37	103.47	101.06
A-3	Assembly, churches	166.91	161.12	157.06	150.06	138.59	137.79	144.91	127.44	122.38
	General, comm., halls, libraries museums	138.20	132.41	127.26	121.34	108.78	109.87	116.20	97.63	93.65
A-4	Assembly, arenas	134.85	131.04	126.19	122.90	113.81	113.48	118.37	103.47	101.06
B	Business	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
E	Educational	145.77	140.85	136.82	130.76	120.62	117.77	126.44	107.77	103.74
F-1	Factory/Industrial, mod. Hazard	84.18	80.32	75.52	73.23	63.28	64.36	70.25	53.96	51.27
F-2	Factory/Industrial, low hazard	83.10	79.23	75.52	72.15	63.28	63.28	69.16	53.96	50.18
H-1	High hazard, explosives	79.07	75.20	71.49	68.12	59.41	59.41	64.81	50.10	N.P.
H-2-4	High hazard	79.07	75.20	71.49	68.12	59.41	59.08	65.13	50.10	46.31
H-5	HPM	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
I-1	Institutional, supervised	137.07	132.37	128.81	123.58	113.38	133.32	119.84	104.21	100.08
I-2	Institutional, incapacitated	231.07	226.05	221.79	215.73	202.35	N.P.	211.02	190.53	N.P.
I-3	Institutional, restrained	157.69	152.66	148.41	142.35	130.69	128.99	137.63	118.87	112.97
I-4	Institutional, day care	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
M	Mercantile	101.30	97.49	93.08	89.33	80.78	80.45	84.80	70.43	68.03
R-1	Residential, hotels	138.45	133.74	130.18	124.96	114.82	114.76	121.27	105.64	101.53
R-2	Residential, multi-family	138.44	132.78	128.52	122.25	110.29	110.20	118.02	99.27	94.32
R-3	Residential, 1/2 family	131.49	127.85	124.70	121.27	115.52	115.25	119.24	109.99	102.10
R-4	Residential, care/asst. living	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
S-1	Storage, moderate hazard	77.98	74.11	69.31	67.03	57.24	58.32	64.05	47.93	45.23
S-2	Storage, low hazard	76.89	73.03	69.31	65.95	57.24	57.24	62.96	47.93	44.14
U	Utility, miscellaneous	\$59.55	\$56.30	\$52.96	\$50.31	\$43.64	\$43.64	\$47.49	\$35.88	\$34.16

→ TYPICAL SINGLE-FAMILY

a. Private garages use utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.

City of Gig Harbor
Building/Fire Safety Department
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Jenn Kester, Senior Planner
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: file
Date: 06.12.08
Re: Construction cost table

Jennifer –

Here's an explanation on our construction cost table.

The square foot valuation data contained in Table 1-2 of Resolution 735 was established in 2007 (Res. 639) based on the square foot construction cost (SFCC) table published semi-annually by the International Code Council (ICC) and reflecting the national average construction costs. At the time the resolution was drafted, the table was localized with the cost of single-family residential construction increased by approx. 25% to account for the higher end construction typically seen in Gig Harbor. The table is revisited annually in conjunction with the review of the development services fee resolution.

By way of explanation, building permit fees are calculated by applying a permit fee multiplier to the construction cost as determined using Table 1-2. Fees can be adjusted through changes in the square foot construction cost; changes in the multiplier; or a combination of both. In 2008, the fees were adjusted by applying the CPI increase to the multiplier to increase fees by approx. 3.5%. In 2009, the department intends to revisit Table 1-2, updating it to reflect the most current SFCC referenced by ICC.

At this time, the City's SFCC compared to those offered in the Jan/Feb 2008 ICC Building Safety Journal are approximately 9% under valued for most uses and construction types. However, for 1-2 family dwellings (R-3 Occupancies/ V-B wood framed construction) the City's SFCC valuation exceeds the national average by approx. 6.7%.

Re-establishment of Nonconforming Uses

	Unintentional Destruction (Act of Nature)	Intentional Destruction/Remodels
City of Gig Harbor Current	R-2 residential use: Re-establishment if damaged up to 100% of value All other uses/zones: No re-establishment if damage is more than 50% of value	No re-establishment if damage is more than 50% of value
City of Gig Harbor Proposed	All uses in all zones allowed to re-establish at any damage level	No re-establishment if damage is more than 50% of value
Bonney Lake	No re-establishment if damage is more than 75% of value	No re-establishment if damage is more than 75% of value
Bremerton	All uses in all zones allowed to re-establish at any damage level	No re-establishment if damage is more than 75% of value
Edgewood	No re-establishment if damage is more than 50% of value	No re-establishment if damage is more than 50% of value
Lakewood	No re-establishment if damage is more than 50% of value	No re-establishment if damage is more than 50% of value
Pierce County	All uses in all zones allowed to re-establish at any damage level	Expansion of footprints of nonconforming use allowed depending on use and zone.
Port Orchard	All uses in all zones allowed to re-establish at any damage level	No allowance for intentional damage
Puyallup	All uses in all zones allowed to re-establish at any damage level	Residential nonconforming uses allowed to expand
Orting	All uses in all zones allowed to re-establish at any damage level	Nonconforming uses allowed to expand up to 10% of footprint
Sumner	All uses in all zones allowed to re-establish at any damage level	Nonconforming uses allowed to expand up to 25% of footprint
Tacoma	No re-establishment if damage is more than 75% of value	Some expansion allowed under certain circumstances
University Place	No re-establishment if damage is more than 50% of value	No re-establishment if damage is more than 50% of value

Note: Municipal Codes cited here have been summarized for general comparison purposes only; please see individual code for specific regulation



Business of the City Council
City of Gig Harbor, WA

Staff Report - 1

Subject: Gig Harbor Police May 2008
Council Report

Proposed Council Action: Review and file

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: June 23, 2008

Exhibits: Report attached

Initial & Date

Concurred by Mayor: *CLH 6/11/08*
 Approved by City Administrator: *RJK 6/11/08*
 Approved as to form by City Atty: *CAM 6/16/08*
 Approved by Finance Director: *MF 6/16/08*
 Approved by Department Head: *MD#1 6/11/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS *MD*
 SUBJECT: GHPD MONTHLY REPORT FOR MAY 2008
 DATE: JUNE 23, 2008

DEPARTMENTAL ACTIVITIES

- 2008 YTD **calls for service** when compared to 2007 YTD **calls for service** show an increase of 1021 dispatched calls. This is a trend that seems to be accelerating compared to past years. In looking at our YTD calls for service last May 2007, we only saw an increase of 373 calls for service when compared to Y2006.
- In 2008 so far, we have seen 118 more **reports written** by our officers than in 2007 YTD. Our demand for services has increased dramatically, which may account for the decrease in other officer initiated activity such as traffic infractions. We have also been down a position since the first of the year.
- **DUI arrests** for 2008 YTD are up by 12 compared to 2007 YTD! Our **traffic infractions** are down 61 so far this year; and our **criminal traffic citations** are up by two. Statistics show our 2008 YTD **traffic accidents** have increased by 27 accidents when compared to 2007 YTD. Thankfully, most of the accidents are non-injury.
- 2008 YTD statistics show our **misdemeanor** arrests are up by 28 and our **felony arrests** are down by 17 when compared to 2007.

Category	May 2008					
	May 2007	May 2008	Change	YTD 2007	YTD 2008	Change
Calls for Service	469	636	167	2108	3129	1021
General Reports	169	184	15	741	859	118
Criminal Traffic	30	15	-15	81	130	49
Infractions	193	84	-109	584	523	-61
Criminal Citations	20	12	-8	79	81	2
Warrant Arrests	13	5	-8	43	19	-24
Traffic Reports	13	21	8	69	96	27
DUI Arrests	7	6	-1	23	35	12
Misdemeanor Arrests	34	25	-9	140	168	28
Felony Arrests	14	11	-3	44	27	-17
FIR's	3	0	-3	3	12	9

The Reserve Unit provided a total of 60 hours of support to our regular officers in May. We currently have three Reserve Officers: Lori Myers, Ed Santana and Grant Boere. Following is a breakdown of each of their volunteer hours during the month of May;

- Lori Myers-23 hours (Special Olympics Torch Run, Reserve Academy Mock scenes)
- Ed Santana-18.5 hours (DUI Task Force emphasis)
- Grant Boere-21.50 hours (Special Olympics Torch Run, patrol administrative support, training)

During the month of May the Marine Services Unit (MSU) accounted for the following hours and activity:

- Patrol Hours: 21.5 Hours
- Boat Safety Inspections: 7
- Dispatched Calls: 2
- Theft Investigations: 1
- Verbal Warnings (Wake violations) 12

TRAFFIC ACCIDENTS FOR MAY 2008					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
5/5/2008	8:00	4500 Rosedale Street	Non	GH080543	18
5/7/2008	8:52	5900 Soundview Dr.	INJ	GH080554	32
5/7/2008	13:40	5500 Olympic Dr.	P-Lot	GH080556	27
5/7/2008	19:13	10550 Harbor Hill Dr.	P-Lot	GH080558	27
5/8/2008	13:00	5500 Olympic Dr.	P-Lot	GH080561	N/A
5/8/2008	15:30	4803 Pt. Fosdick Dr.	H&R	GH080563	N/A
5/10/2008	16:03	Burnham Dr. & Borgen Blvd.	H&R - R/A	GH080570	N/A
5/15/2008	12:00	2815 Harborview Dr.	H&R	GH080590	53
5/15/2008	17:25	3400 Blk 56th St. NW	Non	GH080595	76
5/16/2008	16:23	6750 Kimball Dr.	H&R	GH080602	N/A
5/16/2008	22:36	5406 34th Ave. Ct.	P-Lot	GH080603	16
5/17/2008	13:12	Olympic Dr @ SR 16	INJ	GH080606	78
5/21/2008	19:00	4800 Pt. Fosdick Dr.	H&R	GH080618	20
5/21/2008	20:40	4926 Pt. Fosdick Dr.	P-Lot	GH080619	61
5/22/2008	15:49	4800 Pt. Fosdick Dr.	Non	GH080624	19
5/26/2008	2:42	6703 Skansie Ave.	H&R	GH080644	25
5/27/2008	14:11	Rosedale St. & Skansie Ave.	INJ	GH080651	16
5/27/2008	14:30	Borgen & Burnham	H&R	GH080652	N/A
5/27/2008	16:10	3408 Hunt St.	Non	GH080658	62
5/25/2008	22:00	4831 Pt. Fosdick Dr.	H&R	GH080665	N/A
5/30/2008	16:29	Pt. Fosdick & Olympic	INJ	GH080666	19

Note on our traffic accidents in May: We had an amazing number of Hit and Run accidents in May (8). Also the number of parking lot/ private property accidents seems high (5).

During the 2008 Budget process we identified our average response time in minutes to all calls for service as a performance measure. We have been tracking our response times throughout this year. In May, our average response time was 5.47 minutes which is under our 2008 goal of 6.0 minutes. Our current YTD average response time is 6.60 minutes.

2008			
	P1	P2	P3
January	4.5	7.7	10.2
February	4.6	7.3	9.1
March	3	7.2	8
April	3.52	7.48	10
May	0.03	6.7	9.7
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Totals	15.65	36.38	47
Minutes	3.13	7.28	9.40

YTD

A group of parents and CSO Lynn Mock have started meeting on a monthly basis. They have formed a group called: Community Empowerment Group whose goal is to prevent our youth from falling prey to poor choices such as drug and alcohol abuse. We want to refocus their attention toward positive activities through prevention, direction, education, mentoring and support. This includes giving parents the tools for prevention, direction, education, mentoring and support. The group began with four (4) individuals and CSO Mock. Their first meeting was April 28th. Their last meeting had 24 individuals including a teenager, parents, business owners, a church leader, a counselor, recovering addicts, teachers, school district administrator, a police officer, a fire department representative, the PCSD CSO, and CSO Mock. They have events planned for this summer to help us achieve our goals.

COPS volunteer Ken McCray volunteered 10 hours in the month of May. We are working on the background of a second prospective member of the volunteer unit.

Starting with this report, I will be providing another perspective on crime rates in Gig Harbor in the monthly report. The statistics below were taken off our Neighborhood Crime Mapping Program that is available on our website. These statistics track individual crime categories and give a more detailed look at the *types of crimes* our officers are investigating. These statistics compare 2007 and 2008 crime category totals on a per month basis and a year to date monthly basis.

Unfortunately, these statistics are not gathered and posted in real time. The software that collects the data for this program uses Global Positioning System (GPS) coordinates and record management data which are then sent out to an outside contractor, who then inputs this information into the system. Thus, when accessing the data, the totals will always be a month behind.

The good news: in 2008 we are seeing a reduction our violent crimes (-21.1%) and our property crimes (-34.6%) year to date when compared to 2007 year to date. So, even though our workload indicators (i.e. calls for service, number of police reports written) are increasing at a high rate, our actual crime rates are decreasing. A plausible conclusion that can be made from this trend is our current tactics are showing success in reducing crime in our city. As we all know, crimes rates can diminish the quality of life in communities. I'm very encouraged by our decreasing crime rates.

Year-to-date through April 2008 there were 402 incidents within Gig Harbor

Kidnap/Child Lure					
	April 2007	April 2008	Year-To-Date (through April 2007)	Year-To-Date (through April 2008)	Percent Change
Child Luring	1	-	1	-	-100.0%
Kidnapping (restrain or abduct)	-	-	-	-	-
Kidnap/Child Lure Total:	1	0	1	0	-100.0%
Violent Crimes					
	April 2007	April 2008	Year-To-Date (through April 2007)	Year-To-Date (through April 2008)	Percent Change
Aggravated Assault	1	-	3	2	- 33.3%
Non Aggravated Assault	1	3	12	13	8.3%
Homicide	-	-	-	-	-
Robbery	2	-	4	-	-100.0%
<i>Business:</i>	2	-	3	-	-100.0%
<i>Residential:</i>	-	-	-	-	-
<i>Street:</i>	-	-	1	-	-100.0%

<i>Other Robbery:</i>	-	-	-	-	-
Violent Crimes Total:	4	3	19	15	- 21.1%
Property Crimes					
	April 2007	April 2008	Year-To-Date (through April 2007)	Year-To-Date (through April 2008)	Percent Change
<u>Arson</u>	-	-	-	-	-
<i>Residential Arson:</i>	-	-	-	-	-
<i>Non-Residential Arson:</i>	-	-	-	-	-
<u>Motor Vehicle Theft</u>	2	3	13	7	- 46.2%
<u>Theft</u>	24	23	111	81	- 27.0%
<i>Gas Station Runouts:</i>	-	2	-	4	N.C.*
<i>Mail Theft:</i>	-	-	-	1	N.C.*
<i>Shoplifting:</i>	5	5	29	19	- 34.5%
<i>Theft from Vehicle:</i>	15	12	53	33	- 37.7%
<i>Other Theft:</i>	4	4	29	24	- 17.2%
<u>Burglary</u>	5	2	21	10	- 52.4%
<i>Residential Burglary:</i>	2	1	10	6	- 40.0%
<i>Non-Residential Burglary:</i>	3	1	11	4	- 63.6%
<u>Vandalism</u>	13	7	69	42	- 39.1%
<i>Residential Vandalism:</i>	13	7	68	38	- 44.1%
<i>Non-Residential Vandalism:</i>	-	-	1	4	300.0%
Property Crimes Total:	44	35	214	140	- 34.6%
Drug Crimes					
	April 2007	April 2008	Year-To-Date (through April 2007)	Year-To-Date (through April 2008)	Percent Change
<u>Drug Possession (Methamphetamine)</u>	-	-	4	2	- 50.0%
<u>Drug Sale/Manufacture (Methamphetamine)</u>	1	-	1	-	-100.0%
<u>Drug Possession (Other)</u>	5	1	17	22	29.4%
<u>Drug Sale/Manufacture (Other)</u>	1	1	3	2	- 33.3%
Drug Crimes Total:	7	2	25	26	4.0%
Warrant Arrests, Fraud, Traffic, and Other Incidents					
	April 2007	April 2008	Year-To-Date (through April 2007)	Year-To-Date (through April 2008)	Percent Change
<u>Weapons Violations</u>	-	-	3	2	- 33.3%
<u>Warrant Arrests</u>	7	7	33	20	- 39.4%
<u>Fraud or Forgery</u>	8	4	35	20	- 42.9%

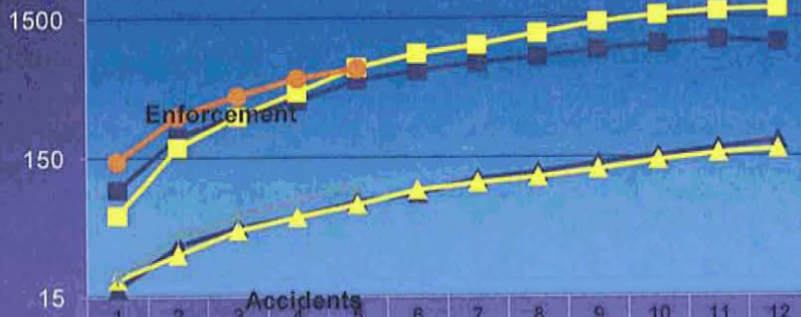
Staff Report - 1

<u>Criminal Traffic</u>	34	28	114	149	30.7%
<u>Liquor Law Violations</u>	3	6	12	13	8.3%
<u>Telephone Harassment</u>	-	1	2	2	0.0%
<u>Intimidation</u>	3	-	6	5	- 16.7%
<u>Possession of Stolen Property</u>	-	-	3	2	- 33.3%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	55	46	208	213	2.4%
Other Crimes					
	April 2007	April 2008	Year-To-Date (through April 2007)	Year-To-Date (through April 2008)	Percent Change
<u>All Other Crimes</u>	5	3	12	5	- 58.3%
<i>Criminal Trespass :</i>	-	2	2	4	100.0%
<i>:</i>	5	-	10	-	-100.0%
<i>Failure to Register/Sex Offender :</i>	-	1	-	1	N.C.*
Other Crimes Total:	5	3	12	5	- 58.3%
Grand Total					
	April 2007	April 2008	Year-To-Date (through April 2007)	Year-To-Date (through April 2008)	Percent Change
Grand Total:	116	89	479	399	- 16.7%

*N.C. = Not Calculable

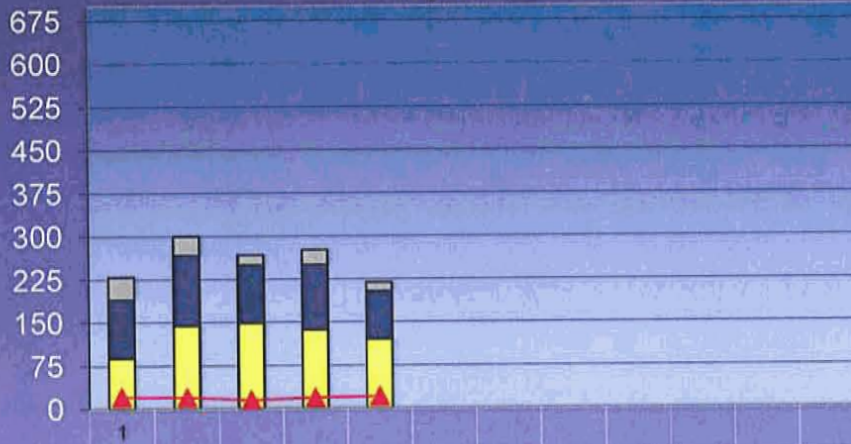
Attached you will find several graphs that track 2008 monthly statistics. These statistics are now recovered by electronic means and track officer activity. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2008 (remember some of the graphs contain cumulative numbers).

Trends: Traffic Enforcements vs. Accidents 2006 - 2010 YTD Comparison (cumulative)



2006 Infractions + Citations	88	211	297	382	536	628	717	788	868	970	1038	985
2007 Infractions + Citations	58	178	297	442	665	833	961	1164	1396	1563	1682	1738
2008 Infractions + Citations	141	297	415	554	653							
2009 Infractions + Citations												
2010 Infractions + Citations												
2006 reportable accidents	17	35	47	56	72	82	105	117	136	152	173	194
2007 reportable accidents	20	30	45	56	69	87	98	108	122	142	158	169
2008 reportable accidents	21	41	56	75	96							
2009 reportable accidents												
2010 reportable accidents												

Annual Traffic Enforcement vs. Accidents Comparison Monthly Totals



Criminal Traffic Citations	39	33	17	26	15
Infractions	102	123	101	113	84
Verbal Warnings	88	144	149	137	120
Accidents	21	20	15	19	21

