

Gig Harbor City Council Meeting

**September 8, 2008
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 8, 2008 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of August 11th, 2008.
2. Receive and File: a) 2009 Budget Schedule; b) Bld/Fire Safety Monthly Report; c) Gig Harbor Police Department Monthly Report; d) LTAC Minutes July 10, 2008; e) Parks Commission Minutes June 4, 2008; f) Parks Commission July 2, 2008,
3. Correspondence / Proclamations: Constitution Week.
4. Resolution – Surplus Equipment.
5. Onshore Sewage Outfall Project/Additional Soils Material Testing/Consultant Services Contract Amendment – Krazan & Associates, Inc.
6. 38th Avenue Phase 1 – Local Agency Standard Consultant Agreement – HDR.
7. Public Works Facility Wetland Delineation Report – Consultant Services Contract.
8. Wastewater Treatment Plant Expansion - Turbo Blower Procurement.
9. Wastewater Treatment Plant Expansion – Temporary Lab/Office Purchase Authorization.
10. Wastewater Treatment Plant Expansion – Peninsula Light Co. Underground Electrical Line Extension Agreement.
11. Skate Park Play Structure - Purchase Authorization.
12. Wastewater Treatment Plant Selector Wall Demolition - Construction Services Contract.
13. Public Works Pavement Markings on City Streets Construction Services Contract.
14. Cushman Trail Easement Agreement.
15. Approval of Payroll for the month of August: Checks #5197 through #5241 and direct deposits in the amount of \$573,302.43.
16. Approval of Payment of Bills for Aug. 25, 2008: Checks #58601 through #58738 in the amount of \$523,605.60.
17. Approval of Payment of Bills for Sep. 8, 2008: Checks #58739 through #58832 in the amount of \$206,192.65.

PRESENTATIONS: Proclamation for Constitution Week – Connie Worthen, Past Regent of the Daughters of the American Revolution.

OLD BUSINESS:

1. Third Reading of Ordinance – Temporary Sewage Storage Tanks.

NEW BUSINESS:

1. First Reading of Ordinance – Private Cemeteries Limitation Amendment.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance Committee: Mon. Sept. 15th at 4:00 p.m. Executive Conf. Room.
2. Budget Retreat – Friday, Sept. 12th at 8:30 a.m.
3. Workstudy Session (tentative) Monday, September 15th at 6:00 p.m.
4. Operations Committee: Thurs. Sept. 18th at 3:00 p.m.
5. City Council / Planning Commission Joint Workstudy Session: Mon. Sept. 29th at 6:00 p.m. Community Rooms A&B.
6. Wastewater Treatment Plant Groundbreaking Ceremony – October 1st at 11:00 a.m.
7. Budget Worksession: Court, Admin, Finance, Planning, Building/Fire Safety, Police, Tourism – Monday, November 3rd at 6:00 p.m.
8. Budget Worksession: Public Works – Tuesday, November 4th at 6:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

ADJOURN TO WORKSTUDY SESSION:

1. Harborview Judson Improvement Project – Eric Schmidt.
2. BB16 Level III Analysis Update – Lochner.

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 11, 2008

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

CALL TO ORDER: 6:02 p.m.

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: For the purpose of discussion pending and potential litigation per RCW 42.30.110(1)(i); property acquisition per RCW 42.30.110(1)(c); and a personnel issue per RCW 42.30.110(1)(f)

MOTION: Move to adjourn to Executive Session at 6:04 p.m. for approximately one hour for the purposes of discussing pending and potential litigation per RCW 42.30.110(1)(i); property acquisition per RCW 42.30.110(1)(c); and a personnel issue per RCW 42.30.110(1)(f).
Franich / Malich – five voted in favor. Councilmember Payne voted no.

MOTION: Move to return to regular session at 7:05 p.m.
Malich / Conan – unanimously approved.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 28, 2008;
2. Council Committee Reports: Minutes of Intergovernmental Affairs Committee April 14, 2008.
3. Receive and File: a) Quarterly Finance Report; b) Council Retreat July 11, 2008; c) Workstudy Session: Mainstreet Program July 28, 2008; d) Building/Fire Safety July Activity Report.
4. Correspondence / Proclamations: Walk From Obesity.
5. Liquor Licenses: a) License Assumption: Brix 25; b) License Commitment – Kimball Espresso Gallery; c) Special Occasion License: Gig Harbor Film Festival event at Skansie Brothers Park.
6. Resolution No. 759 - Surplus Equipment.
7. KLM Veterans Memorial Park & 50th Street Improvements – Construction Award.
8. KLM Veterans Memorial Park & 50th Street Construction Material Testing Services Contract.
9. Harborview / Judson Street Improvements Project - Contract Amendments No. 1 & 2 with CTS Engineers.
10. Resolution for Sole Source Purchase Authorization for Chlorine Sensors.
11. Resolution – Designate the Fishing Vessel “Shenandoah” on the Gig Harbor Register of Historic Places.
12. Resolution - Extension of Surplus Property Purchase and Sale Agreement – Parcel #0221174081.
13. Grandview Street Improvements Design Contract – McDonald to Soundview.
14. 2008 Street Rehab & Resurfacing Project – Change Order No. 2.

15. Eddon Boat Restoration Project – Contract for Geotechnical Services.
16. Canterwood Blvd. NW Roadway Improvement Project – Construction Contract Ratification.
17. Approval of Payment of Bills for Aug. 11, 2008: Checks #58465 through #58600 in the amount of \$1,180,331.36.
18. Approval of Payroll for the month of July: Checks #5166 through #5196 and direct deposit transactions in the total amount of \$360,197.70. *Note: Payroll check #5182 dated July 2, 2008 replaced VOID payroll check #5111 dated May 5, 2008.*

MOTION: Move to adopt the Consent Agenda as presented.

Franich / Kadzik – unanimously approved.

PRESENTATIONS: Proclamation - Walk from Obesity.

Mayor Hunter introduced Merrilee Scheidin, who presented the background information on the Walk from Obesity Program. Mayor Hunter presented her with the signed proclamation.

OLD BUSINESS:

Harborview / Judson Improvements Project Update. Eric Schmidt, the city's consultant, presented a slideshow with background information and the proposed first phase construction schedule for next year. Mr. Schmidt was asked to discuss the change in the scope to include Soundview Drive up to Judson Street. Mr. Schmidt addressed questions regarding ADA design elements and changes in the project to address budgetary concerns, the subsurface concrete slabs, and utilities improvements.

Barry Knight, CTS Consultants, joined Mr. Schmidt to further explain the budget numbers and to address questions. He said that the increased budget is due to a better estimate of the scope of the project. The presentation then moved to the design layout for the first phase of the project. They compared two designs versions for Judson Street; one utilizing parallel parking and the other using perpendicular and angle parking. Mr. Schmidt responded to further questions regarding the proposed design elements. He discussed the parking spots along Judson that are half on city right of way and half on private property which would require an easement.

Rob Karlinsey said that they would like Council direction before proceeding to contact the property owners. He suggested that Council could discuss this and decide at the September 8th Council Meeting.

Councilmember Kadzik asked if there would be opportunities for further public comment. He said that this is a large undertaking and worthy of a Council workstudy session. Councilmembers Kadzik and Conan stressed the importance of this project and asked that the workstudy session be scheduled on a separate evening than a regular Council Meeting; August 25th was recommended.

Mr. Schmidt then presented designs for the Uddenberg / Stanich area, including two options for the mailbox drop off.

Councilmembers discussed the importance of improvements to the Pioneer / Uddenberg intersection which is a major entrance to the downtown area and keeping some of the “rough edges” that make up the character of the town. All agreed it would be nice to see more detailed drawings sketches.

NEW BUSINESS:

1. Resolution for Public Hearing – Harborview Drive/WWTP Street Vacation. David Stubchaer, Public Works Director, presented this city generated petition by the City of Gig to vacate a portion of Harborview Drive in required for setback purposes in conjunction with the Wastewater Treatment Plant Expansion Project.

MOTION: Move to adopt Resolution No. 763 setting Monday, Sept. 22, 2008 at 6:00 p.m. as the date for the public hearing on the proposed street vacation for a portion of Harborview Drive.
Young / Conan – unanimously approved.

2. Resolution for Public Hearing – Woodworth Avenue Street Vacation. David Stubchaer then presented this request by Mark and Lynn Stonestreet to vacate thirty-three feet of Woodworth Avenue right-of-way. He said that this is another property subject to the Non-users Statute. He explained that staff has reviewed the request and there are no utilities on the property and there were no other comments.

There was discussion on the driveway that terminates before the property driveway and another private road that isn't part of the vacation.

MOTION: Move to adopt Resolution No. 764 setting Monday, Sept. 22, 2008 at 6:00 p.m. as the date for the public hearing on the proposed street vacation for a portion of Woodworth Avenue.
Payne / Young – five voted in favor. Councilmember Malich voted no.

3. Resolution for Public Hearing – Prentice/Sutherland Street Vacation. David Stubchaer presented this similar request by Gary Stainbrook and Paul Crow to vacate a portion of Prentice Avenue and Sutherland Street. As with the previous vacation request, the property is subject to the Non-user Statute.

MOTION: Move to adopt Resolution No. 765 setting Monday, Sept. 22, 2008 at 6:00 p.m. as the date for the public hearing on the proposed street vacation for a portion of Prentice Avenue and Sutherland Street.
Payne / Young – five voted in favor. Councilmember Malich voted no.

4. Public Hearing and Resolution - Burnham / Sehmel Annexation. Tom Dolan, Planning Director, explained that the city received a complete Notice of Intention to commence annexation of 377 acres located along and to the west of SR-16. Mr. Dolan gave a comprehensive overview of the steps that have been taken leading up to this point and Staff's recommendation to proceed with the Notice of Intention. He addressed questions regarding the zoning designations within the annexation area, which are primarily single-family residential.

Mayor Hunter opened the public hearing.

Barb Magnuson – Main Proponent for the Annexation. Ms. Magnuson said that they have accomplished the task of bringing in most of the UGA with this annexation as directed by Council last year. She further answered the zoning questions by explaining that $\frac{3}{4}$ of the total area is residential, most of the commercial area is located on the east side of Sehmel Drive and the area from Sehmel to Burnham is ED and RB-1 and 2 until you reach the area by Active Construction in which it turns into ED. Above that is residential and at the Purdy / Highway 16 Exit is seven acres of commercial.

Councilmembers Payne and Young thanked Ms. Magnuson for “hanging in there” and bringing in the other portions of the UGA.

Councilmember Payne addressed the staff comment that the fire hydrant locations and fire flow are unknown at this point. He voiced concern that this is an incomplete report when this annexation effort has been going on for over a year. If Pierce County doesn't have that information, then it should be stated in the report to show due diligence. He then asked for clarification on the requirement for each parcel to pay a stormwater fee.

Discussion ensued that this means a monthly rate charge rather than a one-time hook up fee. Staff was asked to change the language in order to clarify this.

Councilmember Franich said that although he appreciates the effort that went into this, he doesn't believe this area should have been included in the city's UGA and he will be voting against the annexation.

MOTION: Move to adopt Resolution No. 766 proceeding with the Notice of Intention to annex the area described in Exhibit B, subject to the conditions noted.

Payne / Conan – five voted in favor. Councilmember Franich voted no.

Mayor Hunter closed the public hearing.

5. Draft Transportation and Capital Improvement Plans. Rob Karlinsey, City Administrator, explained that he wanted to go over the two lists of proposed to make sure we are still on track with projects. He began with the list of transportation items, highlighting items one through eleven without any comment from Council.

Number twelve, Point Fosdick Sidewalk gap, elicited discussion. Mr. Karlinsey explained that the proposed design is for a pervious walkway using the existing ditch as a biological swale with native plantings. He explained that the city can deviate from the Public Works Standard of curb, gutter and sidewalk in order to create a more pervious surface.

Councilmember Franich said that Council had a heated debate before adopting the standard of curb, gutter and sidewalk for safety reasons. He asked how Councilmembers who supported these standards could now support this alternative option. There was further discussion on how the distance separating the traffic from the walkway would serve as the safety buffer.

Councilmember Malich said he agreed with Councilmember Franich, adding that he thinks curbs, gutters and sidewalks would be a more attractive option along that stretch of road.

There was further discussion on this design being more environmentally friendly by replacing the need for a large stormwater vault. Mayor Hunter said that the city needs to decide whether this is the direction that they want to move. If so, it needs to be studied and integrated into city regulations. It was agreed that safety needs to be part of the consideration.

Councilmember Payne pointed out that this project had been presented to Council at both the committee level and at a council meeting at which it was approved.

Number 14 on the list of proposed uses, a public parking lot was the next topic of discussion. Councilmembers Payne and Conan asked if this would be necessary in light of the recent parking inventories and proposed projects that would potentially identify and add parking. Mr. Karlinsey responded that it would be a nice gesture to support economic development.

Councilmember Franich asked why council would question spending \$35,000 for something that would benefit the downtown businesses when larger amounts are being spent for sidewalk improvements.

Mr. Karlinsey explained that there may be a lot available that would add 20-30 spots with minimal, pervious improvements. He then continued with the remainder of the list of transportation projects before moving on to the list of Parks projects.

Councilmember Young said he would like to remove items, 15. Jerisich Dock Summer Dock Extension & Season float, 16. Skansie Maritime Pier & Jerisich Float Study and 19. Maritime Pier Dock Improvements; all boating related expenditures. He explained that the \$450,000 total is close to the amount that council wasn't willing to spend on youth and senior services and so he isn't willing to spend it on boaters.

Mr. Karlinsey said that \$100,000 was identified in the 2008 Budget for item 19 and in 2007, Council directed him to begin talks with the Ancich / Tarabochia owners. Due to property dispute issues he hasn't pursued it and will wait until these are resolved.

Mayor Hunter said that the council needs to hear what the Skansie Ad Hoc Committee comes up in regards to items 16. Jerisich Dock Summer Dock Extension and 17. Skansie Maritime Pier. Councilmembers Payne, Conan, Kadzik and Malich agreed that they should be left on for discussion at the budget retreat.

Council then discussed the replacement of the Wilkinson Barn roof. Staff was asked to have a roofer come and give an estimate.

Councilmember Payne addressed the cost of the boundless playground equipment. He said that the amount would include ADA accessible surfacing that goes with the play structure and could be broken out into smaller portions. He shared that a parks employee pointed out to him that the city currently uses woodchips, the cheapest ADA material available. Councilmember Payne stressed that if that's the city's standard, then shame on us. We have an increasing population of special needs children on the peninsula, and PenMet Park have taken a step, as should the city, to install these types of structures.

Rob Karlinsey said that the Parks Committee has asked for a master plan for Wilkinson Park reflected in the \$30,000 listed for 2009. He suggested that this could be added to the PROS Plan already in process.

Councilmember Young asked what the difference would be from the last plan put together by the Wilkinson Farm Ad Hoc Committee. Mayor Hunter added that this isn't a highly used sophisticated park and wondered about the importance of a master plan. Rob responded that he would check with the Parks Commission reasoning for the request and get back to Council.

6. Harborview / Judson Street Improvement Project – Contract Amendment No. 3.

David Stubchaer presented this amendment to the contract to survey the roads surrounding the old city hall; Gilich, Adams and Thurston as well as Pioneer above Uddernberg.

Councilmember Kadzik said that he asked for this to be added to the agenda because it is important to know what the city right of way includes and to come up with possible ideas for parking and other improvements.

MOTION: Move to authorize the Mayor to execute the Contract Amendment No. 3 to the Consultant Services Contract with CTS Engineers for an amount not to exceed \$7,563.00.

Kadzik / Conan – unanimously approved.

STAFF REPORT:

Rob Karlinsey reported that the Citizen's Survey is done and the full results will be reported to Council to review and discuss at the September 8th meeting.

MAYOR'S REPORT / COUNCIL COMMENTS:

PUBLIC COMMENT:

Michael Elwell – 9211 No. Harborview Drive. Mr. Elwell said he came before Council to discuss his concerns with "The Stutz Town Dump." He said he isn't satisfied with what has been done; nothing has changed. He said he understands a junk vehicle ordinance was adopted but none of the vehicles have been moved. This property is right in the middle of pristine downtown Gig Harbor in which the city is trying to beautify with a multi-million dollar project. He voiced concern with clean-up of the property which could be a superfund site for all he knows. He asked that this not go on for another six to eight months. He then commented on something said by Councilmember Franich about the last roof-repair that cost \$1000 a square foot. Mr. Elwell also addressed the presentation by Mr. Schmidt showing crosswalk across from and up the street from the Tides, saying that it would be much more pertinent to put it directly across from the Tides.

Councilmember Malich agreed with the comment about the sidewalk. Councilmember Franich responded that his statement was because the covered structure at the park was roughly a 25 or 26 square foot roof that cost \$26,000.

Councilmember Young said that the city is taking action on junk vehicles and a nuisance ordinance, but other things have taken priority. He invited Mr. Elwell to monitor the progress.

Councilmember Malich asked if oil is being spilled on property, if the city can take action. Councilmember Payne responded that anyone can report an oil spill to the state and then the Department Ecology will address the issue.

Rob said that the nuisance ordinance is a slow process and moving through committee. He said that it would be before Council after the first of the year for adoption. He then said that the enforcement action for the junk vehicle ordinance takes a long time and described the long process. Currently, they property owner has been sent a letter and we have been in contact with the owner's son.

ANNOUNCEMENT OF OTHER MEETINGS:

1. August 25th City Council Meeting - cancelled.
2. Downtown Business Plan Final Meeting: Tues., Aug. 12th at 5:30 p.m. at the Visitor Center.
3. Marina Stakeholders Meeting: Mon., Aug. 18th from 5:00-7:00 p.m. in Community Rooms A & B. Re: Retroactive Marine Fire Protection Requirements.

4. Master Plan Stakeholders Meetings: Wed., Aug. 20th at 8:30 a.m. – 10:30 a.m. and 2:00 p.m. – 4:00 p.m. Re: Public Input for Building & Fire Safety Process Improvements.
5. Operations Committee: Thurs., Aug. 21st at 3:00 p.m. - cancelled.
6. Building Code Advisory Board: Tues., Aug. 26th at 5:30 p.m. in Planning/Bldg. Conf. Room.
7. Planning/ Building Committee: Tues. Sept. 2nd at 5:00 p.m. in Planning/Bldg. Conf. Room.
8. GH North Traffic Options Committee – Sept. 3rd at 9:00 a.m. in Community Rooms A & B.
9. BB16 Level III Citizen Panel Meeting – Sept. 3rd at 12:00 p.m. in Community Rooms A & B.
10. Intergovernmental Affairs Committee: Mon., Sept. 8th at 4:30 p.m. in Executive Conf. Room.
11. Budget Workstudy Session: Friday, Sept. 12th at 8:30 a.m. in Community Rooms A & B.
12. Finance / Safety Committee: Mon., Sept. 15th at 4:00 p.m. in Executive Conf. Room.

ADJOURN:

MOTION: Move to adjourn at 9:03 p.m.
Young / Kadzik – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 21
Disk #2 Tracks 1- 13

Charles Hunter, Mayor

Molly Towslee, City Clerk

CITY OF GIG HARBOR
2009 BUDGET PREPARATION SCHEDULE

Consent Agenda - 2a

<u>June 2</u>	City Administrator submits notice to file 2009 budget narratives (functions, goals, objectives, performance measures and staffing requests).
<u>June 30</u>	Department Directors return completed schedules and forms to Finance Department.
<u>July 7</u>	City Administrator submits notice to file 2009 budget requests and forms for funding levels and requests.
<u>July 11</u>	City Council budget retreat
<u>August 1</u>	Department Directors return completed schedules and forms to Finance Department.
<u>August 1 - 15</u>	Department Directors meet with City Administrator to discuss budget requests and review department objectives/programs.
<u>September 1</u>	City Administrator provides the Mayor with the proposed preliminary budget.
<u>September 12</u>	Budget Retreat
<u>October 6</u>	City Administrator provides the Council with current-year revenue estimates and the proposed preliminary budget setting forth the complete financial program, showing expenditures and related sources of revenue.
<u>October 22</u>	<ol style="list-style-type: none">1. Publish notice of public hearing on revenue sources (<i>Public hearing to be held on Oct 27</i>).2. Publish first notice of budget work sessions (<i>Work sessions on Nov. 3 & 4</i>)3. Publish notice of filing of preliminary budget with City Clerk on 10/27.
<u>October 27</u>	<ol style="list-style-type: none">1. Public hearing on revenue sources.2. First reading of 2008 property tax levy ordinance.3. Mayor presents 2009 proposed budget to City Council, filed with City Clerk, and copies made available to public.
<u>October 29</u>	<ol style="list-style-type: none">1. Publish second notice of budget work sessions (<i>Work sessions on Nov. 3 & 4</i>)2. Publish 1st notice of first public hearing on budget (<i>Public hearing on Nov. 10</i>).
<u>November 3, 6:00</u>	Budget work session - Court, Admin, Finance, Planning, Building / Fire Safety, Police, Tourism.
<u>November 4, 6:00</u>	Budget work session – Public Works.
<u>November 5</u>	Publish 2 nd notice of first public hearing on budget (<i>Public hearing to be held on Nov. 10</i>).
<u>November 10</u>	<ol style="list-style-type: none">1. First public hearing and first reading of 2009 proposed budget ordinance.2. Second reading and adoption of 2008 property tax levy ordinance. (<i>Forward ordinance to County</i>).
<u>November 12</u>	Publish 1 st notice of final public hearing on budget (<i>Public hearing to be held on Nov. 24</i>).
<u>November 19</u>	Publish 2 nd notice of final public hearing on budget (<i>Public hearing to be held on Nov. 24</i>).
<u>November 24</u>	Final public hearing and second reading of 2009 proposed budget ordinance. (<i>Hearing may be continued through December if necessary. Must be adopted by 12/31.</i>)
<u>After adoption</u>	Forward copies of final budget to State Auditor and MRSC.

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: 09.02.2008
Re: Building and Fire Safety Report for the month of August 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:

- Attended permitting and enforcement process meetings with Consultant and other development services staff.
- Hosted marina stakeholders meeting to discuss proposed retroactive requirements.
- Hosted 2 building/fire safety stakeholders meetings to obtain baseline info for dept. master plan.
- Participated in statewide inspector apprenticeship program planning meetings.
- Held Building Code Advisory Board meeting.
- Attended 1 pre-ap and 3 intake appointments.
- Participated in PW facility design team meeting.
- Attended Western WA Ch. Of Int'l Code Council meeting.
- Attended Madison Shores and North Creek Pre-Plat meetings with developers.
- Participated in 1 pre-construction meeting for SIPS in Uptown.
- Assisted WA State and National Guard with ICS 300 instruction.
- Met with 6 developers to discuss ongoing project inspection issues.
- Coordinated development services policy/code coordination meeting.
- Met with WSAFM (Fire Marshal's) board members to discuss joint training needs.
- Attended memorial service for East Pierce Fire Chief killed in line of duty in CA wildfire.
- Provided comments to Planning/Engineering on 14 projects.

New Permit Applications

New Commercial -	0
New Residential -	3
Remodel / Tenant Improvement -	4
<u>Other (Includes plumbing, mechanical, fire system, fuel gas, etc.) -</u>	<u>59</u>
Total -	66

Total valuation - \$ 1,676,535.00
Fee revenues - \$ 9,591.80

Large Projects Reviewed and Awaiting Revisions:

- Bayview Building
- Madison Shores Marina
- Northwood Office Building
- Mallards Landing Lot 7 buildings

Major Plan Reviews Completed:

- Mallards Landing building 2B
- HNP Building tenant improvement
- Madison Shores upland development

Permits Issued:

- Commercial – 2
- Residential - 4 + 7 base plans
- Remodel/TI - 8
- Other - 53
- Total Issued - 74

Total Valuation - \$ 9,525,758.00
 Fee Revenues - \$ 72,597.62

Permits-By-Appointment: 15

Inspections:

- The following inspections were performed:
- Periodic inspections - 202
 - Final Inspections - 76
 - Certificate of Occupancy - 14
 - Total - 292

Enforcement:

- The following enforcement actions were taken:
- Investigations - 1
 - Stop work orders issued -
 - Citations issued -
 - Civil NOV's issued -
 - Total - 1

Fire Inspection Referral /Refusal Follow-ups:

5

Business License Inspections:

Training:

- Attended Administrative Assistant training
- Provided OJT to intern/temporary inspector



**Subject: Gig Harbor Police July 2008
Council Report**

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD*

For Agenda of: September 8, 2008

Proposed Council Action: Review and file

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *PK 9/3/08*

Approved as to form by City Atty: _____

Approved by Finance Director:

Approved by Department Head: *MD 9/3/08*

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 JULY 2008
 DATE: SEPTEMBER 8, 2008

DEPARTMENTAL ACTIVITIES

- 2008 YTD **calls for service** when compared to 2007 YTD **calls for service** show an increase of 1533 dispatched calls.
- In 2008 so far, we have seen 184 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 16 compared to 2007 YTD! Our **traffic infractions** are down 146 so far this year; and our **criminal traffic citations** are up by 47. Statistics show our 2008 YTD **traffic accidents** have increased by 27 accidents when compared to 2007 YTD. Thankfully, most of the accidents continue to be non-injury.
- 2008 YTD statistics show our **misdemeanor** arrests are up by 74 and our **felony arrests** are down by 19 when compared to 2007.

Category	July 2008					
	July 2007	July 2008	Change	YTD 2007	YTD 2008	Change
Calls for Service	437	707	270	3083	4616	1533
General Reports	133	212	79	1041	1225	184
Criminal Traffic	22	20	-2	120	167	47
Infractions	106	86	-20	841	695	-146
Criminal Citations	21	26	5	136	119	-17
Warrant Arrests	7	6	-1	57	27	-30
Traffic Reports	11	18	7	98	125	27
DUI Arrests	5	7	2	32	48	16
Misdemeanor Arrests	31	36	5	200	274	74
Felony Arrests	5	6	1	65	46	-19
FIR's	19	0	-19	23	12	-11

The Reserve Unit provided a total of 74.50 hours of support to our regular officers in July. We are currently working on backgrounds on two potential lateral reserves.

COPS volunteer Ken McCray volunteered 19 hours in the month of July.

During the month of July the Marine Services Unit (MSU) accounted for the following hours and activity:

- PATROL HOURS: 68.5
- MAINTENANCE HOURS: 4
- ADMINISTRATIVE HOURS: 4
- SAFETY INSPECTIONS WRITTEN: 36
- VERBAL WARNINGS – WAKE VIOLATIONS: 19
- EXPIRED REGISTRATIONS: 4
- BOATER ASSISTS: 3
- BOATING COMPLAINTS: 6

**MSU ALSO ASSISTED THE TACOMA POLICE DEPT. WITH THE ANNUAL FIREWORKS DISPLAY ON JULY 4th.*

TRAFFIC ACCIDENTS FOR JULY 2008					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
7/1/2008	15:45	5120 Borgen Blvd.	H&R	GH080795	N/A
7/3/2008	15:30	Wollochet Dr & Hunt St	INJ	GH080809	16
7/3/2008	16:29	4800 Pt. Fosdick Dr.	Non	GH080810	31
7/8/2008	23:59	5500 Olympic Dr.	H&R	GH080835	N/A
7/9/2008	19:00	4831 Pt. Fosdick Dr.	H&R	GH080837	N/A
7/10/2008	9:23	5500 Olympic Dr.	Non Inj	GH080842	71
7/10/2008	17:55	Olympic & Pt. Fosdick	Non	GH080846	85
7/10/2008	18:13	6100 Soundview Dr.	Non	GH080847	66
7/11/2008	14:03	Harborview Dr. & Dorotich St.	Non	GH080850	31
7/12/2008	12:57	Pt. Fosdick & 46th St.	Non	GH080858	63
7/12/2008	20:35	Wollochet @ SR 16	H&R	GH080860	N/A
7/14/2008	23:55	Canterwood Blvd. & Borgen Blvd.	Non	GH080869	N/A
7/18/2008	13:34	4000 Harborview Dr.	Inj	GH080891	48
7/18/2008	13:30	Harborview Dr. & Burnham Dr.	Inj	GH080892	35
7/20/2008	10:36	11330 51th Ave.	P-Lot	GH080904	66
7/21/2008	15:22	Olympic Dr. & SR16`	INJ	GH080907	36
7/21/2008	17:50	Hunt St. & 46th Ave.	INJ	GH080908	70
7/22/2008	17:50	10990 Harbor Hill Dr.	Non Inj	GH080913	63
7/24/2008	8:40	5300 Borgen Blvd.	Non	GH080919	77
7/27/2008	19:45	Peacock Hill & Borgen Blvd.	Non	GH080939	21
7/29/2008	13:19	Hunt St. & Soundview Dr.	INJ	GH080947	77

2008 YTD Response Times

	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	3.4	6.7	9.2
July	3.3	6.8	10.3
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Totals	22.35	49.88	66.5
Minutes	3.19	7.13	9.50

YTD

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. Year-to-date through July 2008 there were 710 incidents within Gig Harbor—an increase of 116 incidents received in the prior month of June.

Kidnap/Child Lure					
	July 2007	July 2008	Year-To-Date (through July 2007)	Year-To-Date (through July 2008)	Percent Change
Child Luring	-	-	1	-	-100.0%
Kidnapping (restrain or abduct)	-	-	-	-	-
Kidnap/Child Lure Total:	0	0	1	0	-100.0%
Violent Crimes					
	July 2007	July 2008	Year-To-Date (through July 2007)	Year-To-Date (through July 2008)	Percent Change
Aggravated Assault	1	-	4	3	- 25.0%
Non Aggravated Assault	2	4	16	25	56.3%

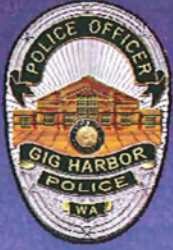
Homicide	-	-	-	-	-
Robbery	1	-	6	-	-100.0%
<i>Business:</i>	-	-	4	-	-100.0%
<i>Residential:</i>	-	-	-	-	-
<i>Street:</i>	1	-	2	-	-100.0%
<i>Other Robbery:</i>	-	-	-	-	-
Violent Crimes Total:	4	4	26	28	7.7%
Property Crimes					
	July 2007	July 2008	Year-To-Date (through July 2007)	Year-To-Date (through July 2008)	Percent Change
Arson	-	-	1	-	-100.0%
<i>Residential Arson:</i>	-	-	-	-	-
<i>Non-Residential Arson:</i>	-	-	1	-	-100.0%
Motor Vehicle Theft	3	2	24	12	- 50.0%
Theft	14	33	182	164	- 9.9%
<i>Gas Station Runouts:</i>	-	-	1	4	300.0%
<i>Mail Theft:</i>	1	-	1	1	0.0%
<i>Shoplifting:</i>	4	8	42	40	- 4.8%
<i>Theft from Vehicle:</i>	3	20	91	76	- 16.5%
<i>Other Theft:</i>	6	5	47	43	- 8.5%
Burglary	10	3	37	19	- 48.6%
<i>Residential Burglary:</i>	1	1	14	12	- 14.3%
<i>Non-Residential Burglary:</i>	9	2	23	7	- 69.6%
Vandalism	11	15	105	86	- 18.1%
<i>Residential Vandalism:</i>	10	15	103	82	- 20.4%
<i>Non-Residential Vandalism:</i>	1	-	2	4	100.0%
Property Crimes Total:	38	53	349	281	- 19.5%
Drug Crimes					
	July 2007	July 2008	Year-To-Date (through July 2007)	Year-To-Date (through July 2008)	Percent Change
Drug Possession (Methamphetamine)	1	-	6	4	- 33.3%
Drug Sale/Manufacture (Methamphetamine)	-	-	4	1	- 75.0%
Drug Possession (Other)	5	3	36	34	- 5.6%
Drug Sale/Manufacture (Other)	-	1	6	5	- 16.7%
Drug Crimes Total:	6	4	52	44	- 15.4%
Warrant Arrests, Fraud, Traffic, and Other Incidents					
	July	July	Year-To-Date	Year-To-Date	Percent

	2007	2008	(through July 2007)	(through July 2008)	Change
Weapons Violations	1	2	5	6	20.0%
Warrant Arrests	7	9	55	37	- 32.7%
Fraud or Forgery	9	2	57	32	- 43.9%
Criminal Traffic	31	27	226	223	- 1.3%
Liquor Law Violations	4	7	25	30	20.0%
Telephone Harassment	-	1	6	5	- 16.7%
Intimidation	2	2	11	11	0.0%
Possession of Stolen Property	1	-	4	5	25.0%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	55	50	389	349	- 10.3%
Other Crimes					
	July 2007	July 2008	Year-To-Date (through July 2007)	Year-To-Date (through July 2008)	Percent Change
All Other Crimes	3	-	22	5	- 77.3%
<i>Criminal Trespass :</i>	-	-	3	4	33.3%
: <i></i>	3	-	18	-	-100.0%
<i>Failure to Register/Sex Offender :</i>	-	-	1	1	0.0%
Other Crimes Total:	3	0	22	5	- 77.3%
Grand Total					
	July 2007	July 2008	Year-To-Date (through July 2007)	Year-To-Date (through July 2008)	Percent Change
Grand Total:	106	111	839	707	- 15.7%

*N.C. = Not Calculable

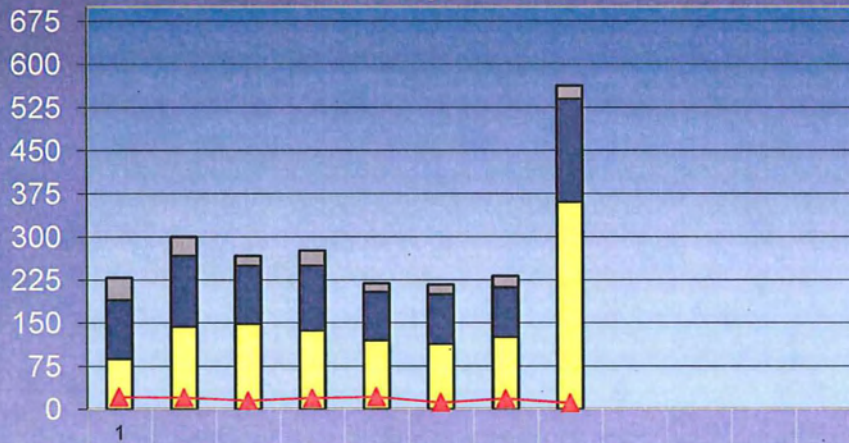
Attached you will find several graphs that track 2008 monthly statistics. These statistics are now recovered by electronic means and track officer activity. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress 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	888	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	756	862	1064				
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	107	125	135				
2009 reportable accidents												
2010 reportable accidents												

Annual Traffic Enforcement vs. Accidents Comparison Monthly Totals



Criminal Traffic Citations	39	33	17	26	15	17	20	23				
Infractions	102	123	101	113	84	86	86	179				
Verbal Warnings	88	144	149	137	120	114	126	361				
Accidents	21	20	15	19	21	11	18	10				

OUTLINE MINUTES

Lodging Tax Advisory Committee

(Name of Committee, Board, Task Force, Commission)

Date: July 10, 2008 Time: 8:30 am Location: Exec. Conf Room, Civic Ctr.

Scribe: Karen Scott

Members Present: Sue Braaten, Janice Denton, Randy Fortier, Kathy Franklin, Cheri Johnson, Lauren Lund, John Moist, Derek Young, Warren Zimmerman

Staff Present: Karen Scott

Guests: Tammy Blount- Tacoma Regional CVB, Jennifer Kilmer- Harbor History Museum, Bob Sullivan- GH Arts Commission

Topic	Recommendation/Action	Follow-up (if needed)
Red Pen Project	Each committee member asked to provide feedback on the previous strategic plan.	Make any changes or additions you would like to see, in red pen, and return to the marketing office. Lauren will work on new long term strategic plan throughout the next few weeks.
Arts in Public Places Survey	Bob Sullivan presented the committee with the art commissions plan for gathering information for placing art in public places.	LTAC asked to provide feed back via survey to the arts commission, each committee member asked to complete a survey individually.
Budget Topics- Advertising, Public Relations, TRCVB, Skansie House VIC	Lauren presented the budget for advertising 2009 and spoke about what is in mind for the budget to date. Lauren displayed the current running ads. Randy Fortier explained how the next year WA state visitor guide will be two different publications. Warren Zimmerman presented the committee with info on the map project that the chamber is working. Tammy Blount shared information on the map network program that the TRCV uses. Lauren discussed her public relations plan for the year of 2009 and the museum opening. John Moist	Lauren and Warren will meet to discuss working cooperatively on the map project.

Topic	Recommendation/Action	Follow-up (if needed)
	<p>shared that the Skansie ad hoc committee has come up with recommendations for the center and he will be making presenting them to the community August 27th. Derek Young shared information and updates on the recent changes at TRCVB. Tammy Blount presented the proposal for funding for 2009 budget as well as the most recent strategic plan and goals for the CVB and the entire county 2009-2015. Sue Braaten has been selected and voted on to replace Derek on the TRCVB board. Tammy explained the Tourism Promotion Area and what the Pierce County Lodging Association.</p>	
Trolleys	<p>Laureen explained the trolleys have been removed from the budget. Pierce Transit has put together a group to meet about the same topic, meeting to be held September 15th.</p>	<p>Sue and Laureen will attend the Pierce Transit meeting in September.</p>
Main Street	<p>John talked about the GHHWRA and solicited members.</p>	
Laureen set the next meeting		<p>September 11 at 8:30 UPDATE MEETING CHANGED TO 9/18 8:30 Comm Rooms A & B</p>

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: June 4, 2008 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners: Michael Perrow, Peter Hampl and Robyn Dupuis; Staff Members: Terri Reed, Nancy Careaga, Marco Malich, Rob Karlinsey, David Stubchaer

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Approval of Minutes	Approval of May 7, 2008 Minutes	Motion: Move to approve May 2, 2008 minutes as presented. Hampl /Dupuis – unanimously approved.
OLD BUSINESS:		
Lifejacket Program	Marion Ekberg presented information on a life jacket program currently in place in Friday Harbor. She has a group of students that would like to take on the program for Gig Harbor. She mentioned that the Skansie Ad Hoc Committee approved the placement of a lifejacket rack on the back side of the restroom building on Jerisich Dock.	Motion: Move to accept the life jacket program with the idea that it is not the liability of the City but would fall on the volunteer organization that takes the project on. Hampl / Dupuis – unanimously approved.
Pickleball Courts	A group interested in having pickle ball courts in Gig Harbor presented some background information. They have also approached PenMet Parks about the need.	Motion: Move to restripe one existing tennis court at Crescent Creek Park for use as pickle ball courts and review use in one year. Hampl / Dupuis – unanimously approved.
Joint City Council/PenMet Board Meeting	Rob Karlinsey announced that the City Council will be meeting with the PenMet Board on June 9 th at 7:30 p.m. and invited the Parks Commission to attend.	
YMCA Quarterly Voucher Usage	The low usage of the YMCA vouchers was discussed.	The YMCA vouchers will be mentioned in the quarterly City newsletter. The usage will be listed on the monthly Park Update.
Eddon Boat Park – Brick House Uses	The process/plan for making a	Motion: Move to have the City host an Open

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>recommendation for the future use of the brick house at Eddon Boat Park was discussed. The Commission would like to see something like the following schedule:</p> <ul style="list-style-type: none"> • July – open house at site • August – receive letters of interest • September – ideas presented • Oct/Nov – discuss options • Nov/Dec – make recommendation to Council 	<p>House at the brick house in July for tours and inspection of the space. Amend: to include evening open house and post that the public is welcome to attend the August Parks Commission meeting to comment.</p> <p>Hampl / Dupuis – unanimously approved.</p> <p>Lita Dawn Stanton will be asked for historical information on the house and to possibly get an article in the Gateway.</p>
Crescent Creek Park	Crescent Creek Park was toured by the Commission and Marco Malich and David Stubchaer. They viewed the BMX portion, the Sand Volleyball Court location, the newly purchased property addition and the lower part of the adjacent Paris property.	The Commission asked for the status of the acquisition of the west shore property. City staff will provide update and also send an aerial GIS map of the park area.
NEW BUSINESS:		
PUBLIC COMMENT:		
	Sandy Elkins offered to donate a picnic table, a couple of benches and some planters to be placed in Austin Estuary Park.	The items will be reviewed by City staff as to the fit into the master plan being developed.
NEXT PARKS MEETING:		July 2, 2008 @ 5:30 p.m.
ADJOURN:		MOTION: To adjourn at 6:40 p.m. Perrow / Hampl

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: July 2, 2008 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners: Michael Perrow, Peter Hampl, Jaquie Goodwill and Robyn Dupuis;
Staff Members: Terri Reed, Marco Malich, David Stubchaer

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Approval of Minutes	Approval of June 4, 2008 Minutes	Motion: Move to approve June 4, 2008 minutes as presented. Hampl / Dupuis – unanimously approved.
OLD BUSINESS:		
Arts Commission – Art in Public Places Questionnaire	The Art in Public Places questionnaire was re-distributed to the Parks Commission. Ron Carson from the Arts Commission explained the importance of receiving input from each Parks Commission member.	Members will forward their questionnaire to provide their desires for art in the City.
Eddon Boat Park – Brick House Uses	Lita Dawn Stanton gave an overview of the history of the Brick House and informed the Commission of the uses that have already been brought up in previous public meetings. There was a motion at the June meeting to host an Open House so that the public could view the space. The need for this was discussed.	After the Parks Commission tours the house, they will decide whether to hold a public open house.
Skansie Ad Hoc Committee Update	Lita Dawn Stanton gave a report on the Skansie Ad Hoc Committee recommendations and explained that some ideas would have to have feasibility studies conducted. Lita Dawn gave an update on some other park activities and grant proposals.	The Parks Commission will receive a packet detailing all of the recommendations from the Ad Hoc Committee.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Crescent Creek Park – Tour Review/New Property Acquisitions	Crescent Creek Park was toured after the June meeting. An overview of the site visit was given by the attendees.	Motion: Move to ask the City to look into the Parish swap proposal to get the creek front property into City control. Hampl / Dupuis – unanimously approved.
NEW BUSINESS:		
Recycling in Parks	Michael Perrow asked what the City could do to improve recycling in the City parks. The concerns with having a recycling program were discussed.	The Commission was informed that Lauren Lund is currently looking into have volunteers help out with policing the recycle bins at events.
Wilkinson Farm Park Garden Project	The new garden area that has been put in at Wilkinson Farm Park was briefly reviewed.	Michael Perrow would like to see some research into pea patch locations in the City.
Skate Park Play Structure	The proposed play structure for the skate park and possible locations were reviewed.	The structure was approved and the preferred location was the one in the shady part of the park.
Eddon Boat Park Brick House Tour	The Parks Commission adjourned to proceed to the Brick House tour.	
PUBLIC COMMENT:		
2009 Budget Requests		2009 budget request items should be forwarded soon. Two items requested were a Boundless Play Structure and fencing for the Skate Park.
NEXT PARKS MEETING:		
ADJOURN:		
		August 6, 2008 @ 5:30 p.m. MOTION: To adjourn at 6:57 p.m. Goodwill / Dupuis

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2006 marks the two hundred nineteenth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 8th day of September, 2008.

Charles L. Hunter, Mayor

Date

AUG 05 2008

CITY OF GIG HARBOR



Elizabeth Forey Chapter

1837 North Skyline Drive
Tacoma WA 98406-1930
August 5, 2008

Mr. Chuck Hunter, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

RE: Constitution Week Proclamation

Dear Mayor Hunter:

In recent years the Mayor of Gig Harbor has joined with the Daughters of the American Revolution in celebrating Constitution Week, September 17 through September 23. Many governors and mayors will be joining in this observance by making a Proclamation. (The actual signing of the US Constitution was on September 17, 1787 making this the 221st anniversary of that historical event.)

Hopefully you will join in this effort. If so, please let me know when the Proclamation will be prepared so it can be picked up. If you need any further information please feel free to contact me.

Thank you so very much for your cooperation in bringing this memorable event to the public's notice.

Sincerely,

A handwritten signature in purple ink that reads "Margaret Spangler". The signature is written in a cursive, flowing style.

Margaret W Spangler, Regent
Elizabeth Forey Chapter NSDAR
253/752-2230
Email: rmspangler@earthlink.net



Subject: Resolution to surplus city equipment

Proposed Council Action: Approve resolution

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: September 8, 2008

Exhibits: Resolution attached

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *POK 9/2/08*

Approved as to form by City Atty: *CAM 9/2/08*

Approved by Finance Director: *DR 9/2/08*

Approved by Department Head: *MDH 9/28/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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The following city owned equipment is no longer needed. The vehicle was a drug seizure and either will be sold back to the registered owner or sold at public auction. The EZ Lock Jet Ski Dock and SHORELANDr Jet Ski Trailer were purchased to support a Jet Ski loan program we participated in the last two years. The Jet Ski loan program has been discontinued and as such we no longer have a need for the equipment. This equipment will be sold at public auction.

EQUIPMENT		SERIAL / Asset ID number	Mileage
1	1 1994 Honda Civic	2HGEJ1128RH001450	120,000
2	1 EZ LOCK Jet Ski Dock	SN: 206013PWM	N/A
3	1 SHORELANDr Jet Ski Trailer	GHC Asset #01260	N/A

RESOLUTION NO.

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

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

WHEREAS, the City may declare such equipment surplus and eligible for sale;

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

To declare as surplus:

	EQUIPMENT		SERIAL / Asset ID number	Mileage
1	1 1994 Honda Civic		2HGEJ1128RH001450	120,000
2	1 EZ LOCK Jet Ski Dock		SN: 206013PWM	N/A
3	1 SHORELANDr Jet Ski Trailer		GHC Asset #01260	N/A
4				

PASSED ON THIS 8th day of September, 2008.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



Subject: Onshore Sewage Outfall Project/ Additional Soils Material Testing/ Consultant Services Contract Amendment - Krazan and Associates

Proposed Council Action: Approve the Consultant Services Contract Amendment for Additional Soils Material Testing work required for the Onshore Sewage Outfall Project in an amount not to exceed Thirteen Thousand Four Hundred Seven dollars and fifty cents (\$13,407.50)

Dept. Origin: Public Works

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: September 8, 2008

Exhibits: Consultant Services Contract Amendment and attachments.

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *PKK 8/26/08*

Approved as to form by City Atty: *Cam 8/28/08*

Approved by Finance Director: *DR 8/26/08*

Approved by Department Head: *DR 9/1/08*

Expenditure Required	\$13,407.50	Amount Budgeted	\$1,750,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This additional work request provides for additional soils compaction testing at the increased utility trench depth required during the night work schedule.

Due to the conflicts with other existing utilities within the pathway of the new 24" sewage outfall pipe, the pipe depth profiles were re-designed in house to deeper locations so as to avoid the utility conflicts. This increased pipe depth required the re-use of existing native soils where acceptable, which in turn required additional soils compaction and laboratory testing.

As approved in Change Order #1, the Contractor, Pivetta Brothers Construction was directed to complete all excavation and pipe installation at increased depths in the evening hours during the scheduled road closures. The contractor was also directed to use the existing soil for trench backfill material possible. This required additional soil compaction testing. As a result, this approach to the additional work required less trench backfill material imported to the site and less native soil exported, consequently saving additional time and expense.

FISCAL CONSIDERATION

Original Consultant Contract for Materials Testing: \$8501.60

Contract Amendment for Additional Materials Testing: \$13,407.50

Total Amended Consultant Contract Amount: \$21,909.10

Funds are available for this additional work in the 2008 CSSP 0802 Onshore Sewage Outfall Project Budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Consultant Services Contract Amendment for Additional Soils Material Testing work required for the Onshore Sewage Outfall Project in an amount not to exceed Thirteen Thousand Four Hundred Seven dollars and fifty cents (\$13,407.50).

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

THIS AMENDMENT is made to the AGREEMENT, dated March 10, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy. 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in On-Shore Outfall and Force Main 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 March 14, 2005 (hereinafter the "Agreement"); and

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

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

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

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Thirteen Thousand Four Hundred Seven Dollars and Fifty Cents (\$13,407.50). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

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

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

THE CITY OF GIG HARBOR

By: Jeffrey M. Bowers
Its Peninsula Division Mgr.

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Krazan and Associates, Inc.
Attn: Jeffrey Bowers
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, Washington 98370
(360) 598-2126

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

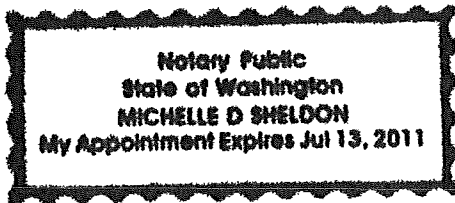
ATTEST:

City Clerk

STATE OF WASHINGTON)
COUNTY OF Kitsap) ss.

I certify that I know or have satisfactory evidence that Jeffrey Bourke 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 Construction Services Manager of Kuzan & Associates Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/27/2008



Michelle Sheldon

Michelle Sheldon

(print or type name)

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

3640 SE Rocket Lane
Port Orchard WA 98367

My Commission expires: 7-13-2011

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

KA Project 106-08043

July 18, 2008

Revised August 15, 2008

Client: City of Gig Harbor
Attn: Mr. Stephen Misiurak
3510 Grandview Street
Gig Harbor, WA 98335

Telephone: (253) 851-6170
Fax: (253) 851-7597

Project: On Shore Outfall & Force Main

Re: Request for Authorization of Additional Services #1

Dear Mr. Misiurak:

This letter is to inform you that Michelle Sheldon, of our office, spoke with Mr. Bud Whittaker (Project Inspector) on the morning of June 16, 2008, about Krazan & Associates going over our estimated budget for the above referenced project.

Our proposals to the City of Gig Harbor are considered to be an "estimated budget" based only on information provided by the client, which typically does not include a construction schedule as many projects have yet to go out for GC bids. This process is quite common, but places firms in the Quality Control industry at a distinct disadvantage; we now have an expected not to exceed budget but our schedule is entirely dictated by the chosen GC.

I did speak with Mr. Jeff Langhelm prior to providing the EPB, and at that time Mr. Langhelm did not foresee very much overtime {night time} work being required. This apparently changed once the project got underway as we encountered both difficult soils conditions and many challenges with intersecting utilities and deep trench cuts.

After beginning this project we were notified by Contract Construction Manager Mr. Bud Whittaker of the need to provide inspection during night hours which severely affected the estimated budget we had provided. Mr. Whittaker worked closely with our field inspector who committed to performing the graveyard shift inspections until the project was complete to provide some consistency for inspection criteria. It was unclear throughout the projects duration exactly how the change in schedule would affect the final budget number, but I do take responsibility for not contacting Mr. Langholm with an updated budget earlier on in the project. Either way, the work had to be performed, but his would have allowed the City to review conditions and provide direction.

We did also have to address some non-conforming material issues regarding both native and some stockpiled imported backfill material which seemed inconsistent with that originally submitted. This issue required at least 5 additional sieves & the inspector time for sample pickup.

I apologize for the delay in keeping you abreast of exactly how far this affected the bottom line of our estimated proposal. In the future we will be dispatching our staff through PAS, our project management program which will provide real time budget information on a daily basis.

To properly account for these additional services, please authorize the additional inspections by signing below. If you have any questions or wish to discuss this request, please do not hesitate to contact me at our office.

ANTICIPATED UNITS/HRS FOR ADDITIONAL SERVICES:

Description	Unit/Hrs.	Rate	Cost
Soils Compaction Inspection	287.75	\$50.00	\$14,387.50
Nuclear Densometer Rental	4	\$10.00	\$40.00
Asphalt Inspection	-5.5	\$50.00	-\$275.00
Reinforced Concrete Inspection	-8	\$50.00	-\$400.00
Mileage	600	\$0.505	\$303.00
Sample Pick Up	-3	\$45.00	-\$135.00
Project Management	-1	\$85.00	-\$85.00
Report Preparation/Processing	-2	\$45.00	-\$90.00
Moisture Density Relationship	1	\$190.00	\$190.00
Soil Sieve Analysis	1	\$95.00	\$95.00
Compressive Strength Samples	-16	\$18.00	-\$288.00
Asphalt Rice Analysis	-1	\$110.00	-\$110.00
Asphaltic Content Hot Mix by Ignition Method	-1	\$225.00	-\$225.00
Change Order Total			\$13,407.50

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Jeff Bowers
 Division Manager
 Peninsula Division

CITY OF GIG HARBOR

KRAZAN & ASSOCIATES, INC.

Signature *Date*

Name *Title*

Signature *Date*
Jeffrey M. Bowers **Construction Svc. Mgr.**

Name *Title*

cc: Jeff Langhelm, City of Gig Harbor
 Bud Whittaker -- inspector@harbornet.com

EXHIBIT A

Date: 07/05/08
 Time: 12:05 PM
 Created by: msheldon

Project Manager's Status Report for Dept. 106
 Project No. 10608043: On-Shore Outfall & Force Main Replacement; Gig Harbor
 Client: City of Gig Harbor
 Project Manager: Bowers, Jeffrey

Project Status: Open
 Contract Status: Signed & OK
 Credit Rating: No Credit Rating

- T&M Not To Exceed \$8,501.60
 Prevailing Wage

Task Code	Description	BUDGETED			REMAINING			Perc. Used	Last Entry	Category
		Total Units	Rate	Total Amount	Units	Amount				
1	1	Soils Compaction Inspection	72	\$50	\$3,600.00	-287.75	-\$14,387.50	500%	06/12/08	Tech
1	2	Nuclear Densometer Rental	24	\$10	\$240.00	-4.00	-\$40.00	117%	06/12/08	Tec
1	3	Asphalt Inspection	12	\$50	\$600.00	5.50	\$275.00	54%	05/30/08	Tech
1	4	Reinforced Concrete Inspection	8	\$50	\$400.00	8.00	\$400.00	0%		Tech
1	5	Mileage	1720	\$0.505	\$868.60	-600.00	-\$303.00	135%	06/12/08	Tech
1	6	Sample Pick Up	3	\$45	\$135.00	3.00	\$135.00	0%		Tech
1	7	Project Management	5	\$85	\$425.00	1.00	\$85.00	80%	05/30/08	Tech
1	8	Report Preparation/Processing	3	\$45	\$135.00	2.00	\$90.00	33%	05/30/08	Tech
2	1	Moisture Density Relationship	4	\$190	\$760.00	-1.00	-\$190.00	125%	04/29/08	Lab
2	2	Soil Sieve Analysis	4	\$95	\$380.00	-1.00	-\$95.00	125%	04/29/08	Lab
2	3	Compressive Strength Samples	16	\$18	\$288.00	16.00	\$288.00	0%		Lab
2	4	Asphalt Rice Analysis	2	\$110	\$220.00	1.00	\$110.00	50%	05/30/08	Lab
2	5	Asphaltic Content Hot Mix by Ignition Method	2	\$225	\$450.00	1.00	\$225.00	50%	05/30/08	Lab
9000	1	Consulting -- Direct, Non-Billable	0	\$0	\$0.00	0.00	\$0.00	0%		Tech
9000	2	Project Management -- Direct, Non-Billable	0	\$0	\$0.00	0.00	\$0.00	0%		-Tech
9000	3	Administrative -- Direct, Non-Billable	0	\$0	\$0.00	0.00	\$0.00	0%		Tech

Total Budgeted: \$8,501.60
 Total Expended: \$21,909.10
 Remaining Balance: -\$13,407.50
 Billed to Date: \$18,519.60
 Percent Completed: 258%



Subject: 38th Avenue Improvement Project
Phase 1– Hunt Street to 56th Street NW
– Local Agency Standard Consultant
Agreement

Proposed Council Action: Authorize the award and execution of a contract with HDR Engineering, Inc. in an amount not-to-exceed \$347,561.03 for the full engineering design of Phase 1 of 38th Avenue Improvement Project.

Dept. Origin: Engineering Division

Prepared by: Emily J. Appleton P.E.
Senior Engineer

For Agenda of: September 8, 2008

Exhibits: Local Agency Standard
Consultant Agreement

	Initial & Date
Concurred by Mayor:	
Approved by City Administrator:	<u>RJK 9/2/08</u>
Approved as to form by City Atty:	<u>Cam 9/2/08</u>
Approved by Finance Director:	<u>DR 9/2/08</u>
Approved by Department Head:	<u>DB 9/1/08</u>

Expenditure	Amount	Appropriation
Required \$347,561.03	Budgeted \$350,000.00	Required \$0.00

INFORMATION / BACKGROUND

This contract with HDR Engineering, Inc. provides for the engineering design of 38th Avenue Improvements Phase 1 between Hunt Street and 56th Street NW. The improvements include combined use of paths along both sides of 38th Avenue, pedestrian lighting, Low Impact Drainage (LID) design, landscape architecture, left turn pockets, center island medians and traffic signal improvements at the intersection of 56th Street and 38th Avenue.

FISCAL CONSIDERATION

The 2008 Street Capital Fund allocated \$350,000.00 for design of this project under Objective # 9.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a contract with HDR Engineering, Inc. in an amount not-to-exceed \$347,561.03 for the full engineering design of Phase 1 of 38th Avenue Improvement Project.

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone HDR Engineering Inc. 4717 97th Street NW Gig Harbor, WA. 98332	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number CSP-0820	Project Title And Work Description 38th Avenue Road Improvement Project	
Federal Aid Number N/A		
Agreement Type (Choose one) <input checked="" type="checkbox"/> Lump Sum Lump Sum Amount \$ <u>347,561.03</u>		
<input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % Fixed Fee \$ _____	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
<input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate	Federal ID Number or Social Security Number 47-0680568	
<input type="checkbox"/> Cost Per Unit of Work	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date December 31, 2009
		Total Amount Authorized \$ <u>347,561.03</u>
		Management Reserve Fund \$ _____
		Maximum Amount Payable \$ <u>347,561.03</u>

Index of Exhibits

- Exhibit "A" - Scope of Work
- Exhibit "B" - DBE Participation
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- Exhibit "L" - Liability Insurance Increase
- Exhibit "M" - Certification Documents

THIS AGREEMENT, made and entered into this 13 day of August, 2008,
 between the Local Agency of City of Gig Harbor, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

Consent Agenda - 6

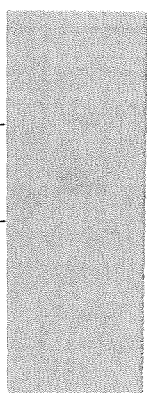
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  _____

By _____

Consultant David R. Skinner P.E.
HDR ENGINEERING

Agency _____





"THE MARITIME CITY"

CITY OF GIG HARBOR

EXHIBIT A SCOPE OF SERVICES

38th AVENUE (HUNT STREET to 56th STREET) IMPROVEMENT PROJECT

- Design Workshop
- Plans, Specifications and Estimate
- Public Information Assistance
- Environmental Permitting
- Bidding Assistance
- Construction Support Services

Prepared by:

HDR Engineering, Inc.
4717 97th Street NW
Gig Harbor, WA 98332-5710



Exhibit A
Scope of Services
38th Avenue (Hunt Street to 56th Street)
Improvement Project

I. Introduction

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the AGENCY of Gig Harbor (AGENCY) in association with the 38th Avenue (Hunt Street to 56th Street) improvement project. This document shall be used to plan, conduct, and complete the work on the project.

The work under this AGREEMENT consists of a design workshop, environmental permitting; public information assistance; developing final plans, specifications, and estimate (PS&E); bidding assistance; and construction support services for improvements to 38th Avenue between Hunt Street and 56th Street. These improvements provide for the design and installation of curb, and gutter, sidewalks, a combined use path, low impact development (LID) and conventional storm drainage and treatment facilities, median(s), turn pockets, traffic calming measures, Pedestrian lighting, retaining walls, and landscaping.

The existing configuration/condition of 38th Avenue between Hunt Street and 56th Street consists of two (12) foot asphalt travel lanes and road side ditches for the collection of stormwater.

During the term of this AGREEMENT, HDR Engineering Inc. (CONSULTANT) together with PriZm Surveying (SUBCONSULTANT) and Landau Associates (SUBCONSULTANT) shall perform professional services for the AGENCY in connection with the 38th Avenue improvement project. Work items include:

- Review of existing data
- Survey and terrain model of existing features
- Geotechnical investigation
- Design Workshop
- Public information assistance
- Environmental permitting
- Landscape architecture
- Utility coordination
- PS&E
- Bidding support
- Construction support services



The work is authorized by the signing of this AGREEMENT. Work on subsequent phases or not covered in the project scope may be authorized as additional services by supplement to this AGREEMENT, after negotiation of scope and budget.

The CONSULTANT's work is expected to start in September 2008, and be completed by December 2009. The CONSULTANT will perform the work tasks listed in Section III for the 38th Avenue improvement project.

II. Design Criteria

The AGENCY will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments as of the date of the signing of this AGREEMENT of the following documents. Changes in any design standards or requirements after work has begun may result in the need for a modification of the original scope and budget.

Measurements will be in English units.

Drafting Standard: City of Gig Harbor/APWA
Datums: Horizontal: Washington State Plane Coordinate System, North Zone, NAD 83/91
Vertical: NAVD 1988

City of Gig Harbor Publications:

- City of Gig Harbor Public Works Standards
- City of Gig Harbor Storm Water Design Manual (SWDM)
- City of Gig Harbor Design Manual

WSDOT Publications:

- Standard Specifications for Road, Bridge and Municipal Construction, English edition (2008) (M41-10)
- Standard Plans for Road, Bridge and Municipal Construction, English edition (M21-01)
- Design Manual (M22-01)
- Hydraulic Manual (M23-03)
- Plans Preparation Manual (M22-31)
- Bridge Design Manual (M23-50)
- Amendments and General Special Provisions
- Standard Item Table
- Traffic Manual, (M51-02)
- Highway Runoff Manual (M31-16)
- Utilities Manual (M22-87)



- Local AGENCY Guidelines (M36-63(PA))
- Environmental Procedures Manual (M31-11)
- EIS Format Standards (M31-14)

American Association of State Highway and Transportation Officials (AASHTO) Publications:

- A Policy on Geometric Design of Highways and Street (2004 - 'Green Book')
- Guide for the Design of High Occupancy Vehicles and Public Transfer Facilities (1983)
- A Guide for Highway Landscape and Environmental Design (1970)
- Highway Design and Operational Practices Related to Highway Safety (1974 - 'Yellow Book').

U.S. Department of Transportation (USDOT) Publications:

- Manual of Uniform Traffic Control Devices for Streets and Highways
- Highway Capacity Manual, Special Report 209

Other Publications/Design Guides:

- National Electrical Code
- Standards of the American Waterworks Association
- Book of American Society for Testing and Materials Standards
- American Public Works Association standards
- Americans With Disabilities Act (ADA)
- Making Endangered Species Act Determinations of Effect for Individual or Group Actions at the Watershed Scale. NMFS, 1996
- Endangered Species & Transportation Handbook, Draft. Washington State Department of Transportation, 1998
- Biological Assessment Preparation And Review, Update. USFWS et. al. 1998
- Biological Assessment Interim LAG Changes, Chapter 24 Supplement. Washington State Department of Transportation (TALA 99-2), March 1999.
- Department of Ecology



III. Detailed Scope of Services

Task 1 Project Management/CONSULTANT Coordination

In this task are described those services necessary to plan, perform, and control the various elements of the project so that the needs and expectations of the AGENCY and other project stakeholders shall be met or exceeded.

Assumptions

The CONSULTANT's project manager shall meet with the AGENCY(s) project manager on a monthly basis throughout the project. Estimated project duration is 14 months.

The CONSULTANT shall submit monthly invoices with monthly progress report of tasks completed to-date and activities expected for the next months invoicing period.

Task 1.1 Project Reporting/Project Management

Administer the project and coordinate with the AGENCY to facilitate efficient progress and timely completion. Elements of work included in this task include:

- Development and Updating of Project Schedule
- Evaluate and Monitor Project Budget
- Develop Project Guide
- Establish Communication Plan
- Establish Approach to Issue Resolution
- Develop and Monitor Quality Management Plan

Task 1.2 Meetings

In addition to attending specific meetings as described in other tasks, the CONSULTANT project manager shall attend the following meetings:

Meetings	Purpose(Frequency)	Preparation/Documentation
AGENCY Project Manager	Coordination meetings with City staff to discuss progress, action items, budget, schedule, upcoming issues (monthly)	Prepare agenda. Meeting minutes summarizing action items, decisions made and strategies
CONSULTANT Project Manager	Coordinate team's progress/effort, status (bi-weekly)	Prepare agenda. Summary of decisions made and assigned action items



Assumptions

- Monthly Meetings with AGENCY project manager (1 per month for 14 months)

Task 1.3 Design-Workshop

CONSULTANT shall schedule, coordinate and conduct a Design Workshop for the purpose of better defining the design elements for the project. CONSULTANT attendees for Design Workshop shall include CONSULTANT(s) Project Manager, Project Engineer, Transportation Engineer and Landscape Architect.

Assumptions

- CONSULTANT shall provide up to 4 staff members for attendance at the Design Workshop
- Design Workshop will be held prior to the start of project design

Task 1.4 Stakeholder Coordination

CONSULTANT shall coordinate with affected stakeholders, local residents, and adjacent businesses. The coordination will consist of a written notification in the form of a project description. The Agency shall be responsible for the delivery of the information to the applicable stakeholders. The level of effort for this task is limited to the hours identified in the attached man-hour estimate.

Task 1.5 Project Schedule

Develop a project schedule using Microsoft Project and update as necessary.

Task 1 Deliverables

- Monthly invoice/progress reports
- Meeting minutes (1 copy each meeting)
- Project schedule (1 copy each update)
- Conduct Design Workshop
 - Technical Memorandum identifying / finalizing scope of improvements derived from Design Workshop

Task 2 Topographic Survey and Base Maps

Assumptions

CONSULTANT shall arrange for the AGENCY to receive all topographic survey, utility locates and base maps for use in the CONSULTANT(s) development of plans. The Topographic survey work will be provided by PriZm Surveying (Sub-Consultant).

Sub-CONSULTANT (PriZm) will include the following information in the topographic survey and will incorporate it on the base map(s).



■ **Topographic Survey**

- ◆ Includes: horizontal and vertical control surveying to adequately control the topographic mapping. The mapping will be completed on Washington State Plane Coordinate System, North Zone NAD 83/91, and NAVD 1988 vertical datum.
- ◆ ROW limits and adjacent parcel boundaries.
- ◆ Side road and driveway topographic information 50 LF back from the intersection of the 38th Street ROW.
- ◆ 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 one one-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.

Assumptions

- ◆ AGENCY will provide Utility Records - Record Drawings of all utilities known to reside within project limits.
- ◆ AGENCY will provide Potholing information of existing buried utilities within project limits.

Task 2 Deliverables

■ **Base Mapping**

Base maps shall be provided in AutoCAD 2008 format, scaled at 1"=20' horizontal, showing all features outlined above. Maps will show contours at 1-foot intervals, spot elevations on existing roadway areas, and critical driveway areas, as necessary to support the design/PS&E development of project.

Task 3 Data Collection and Review of Existing Conditions

Assumptions

The AGENCY shall provide to the CONSULTANT existing information and requirements relative to the PROJECT including, but not limited to, the items listed in Section V of this Exhibit A.

Task 3.1 Existing Data Collection and Review

CONSULTANT shall review available data provided by the AGENCY. CONSULTANT shall review collected information against the assumptions made on the project. CONSULTANT shall categorize and prioritize the information as to the degree it specifically relates to the proposed PROJECT improvements. CONSULTANT shall document the major findings and determine what additional data or analysis is needed.



Task 3.2 Site Reconnaissance

The CONSULTANT shall conduct a site visit after completion of the project base map. The CONSULTANT(s) site visit shall compare information provided on the base map with existing features on site to determine if additional topographic survey is needed to collect data from the original data collection process. The CONSULTANT shall take photographs of the site to provide backup documentation for use in design of the project and future corridor studies and general coordination of the project.

TASK 3 Deliverables:

- Project existing site condition Photo's provided to the Agency in a digital format

Task 4 Geotechnical Investigation

The CONSULTANT shall arrange for subsurface information regarding soil and ground water conditions along the project alignment as a preliminary basis for evaluating geotechnical and hydrogeologic (ground water) conditions. In addition, CONSULTANT shall review available information necessary to complete a preliminary environmental site assessment of the project corridor.

Geotechnical investigation will be performed within the project limits to determine infiltration rates, pavement design, and design criteria for any required retaining walls or slopes. The geotechnical information will be assembled with design recommendations in a report to be delivered to the AGENCY as part of the final document package.

Assumptions

- Investigations will be limited to 4 boring locations
- No permitting shall be required other than "Right-of-Entry" to be obtained from the property owners of the drilling sites. No additional permits shall be required, including traffic control, grading and clearing and SEPA.
- Pilot Infiltration Testing (PIT) may be required. This work is not included in the estimate and will be considered additional services if required.
- One project team meeting is estimated in the fee estimate.

The Geotechnical Investigation will include the following:

Task 4.1 Field Exploration and Laboratory Testing

Sub-CONSULTANT shall complete a field reconnaissance of the existing roadway to evaluate surface conditions, topography, and existing drainage conditions.

Sub-CONSULTANT shall explore subsurface conditions by drilling 4 test boring(s) to a depth of approximately 20 feet.

Sub-CONSULTANT shall complete laboratory tests on selected soil sample, including moisture content and infiltration rates, as appropriate.

Sub-CONSULTANT shall provide traffic control services to assist with explorations in the right of way.

Task 4.2 Geotechnical Design Report

- Sub-CONSULTANT shall provide site preparation criteria for any new roadway areas, including recommendations regarding the required depth of stripping and excavation of unsuitable soil.
- Sub-CONSULTANT shall provide earthwork criteria for the project, including types of fill material and compaction requirements, and conclusions regarding reuse of on-site soils for structural fill purposes.
- Sub-CONSULTANT shall provide preliminary recommendations for cut and fill slopes.
- Sub-CONSULTANT shall develop preliminary geotechnical engineering parameters including soil bearing pressures, active and passive lateral soil pressures, sliding friction, infiltration rates and settlement and retaining wall type recommendations.
- Sub-CONSULTANT shall provide preliminary recommendations for utility trenching, support of buried utilities, and trench backfill.
- Sub-CONSULTANT shall develop recommendations for appropriate temporary and permanent drainage, as well as erosion and sediment control measures.
- Sub-CONSULTANT shall prepare a written report for the 38th Avenue improvement project describing the pertinent site details, field exploration and laboratory testing program, subsurface conditions based on field and laboratory data, and a summary of conclusions and recommendations. The report will include a vicinity map; a site plan showing topography, project alignment, exploration locations and location of subsurface profiles; and at least one subsurface profile (cross section) showing an interpretation of subsurface soil and ground water conditions.
- Sub-CONSULTANT shall perform 2 core samples of existing roadway to determine existing pavement / surfacing thickness.

Task 4 Deliverables

- Preliminary and Final Geotechnical Design Report (3 copies)



Task 5 Environmental Services

Task 5.1 Environmental Kick-off Site Visit and Sensitive Area Reconnaissance

Assumptions

- At this initial meeting, discuss the scope, schedule, and expectations for the environmental components of the project. It is an opportunity to identify key issues that could affect schedule or permitting.
- No wetlands or streams are known to exist in the Phase I project area. If sensitive areas are discovered within the project area during the reconnaissance, additional fieldwork and documentation will be required and supplemental scope and budget requested. (*Phase I project limits are assumed to be from the intersection of the Hunt Street and 38th Ave. to the intersection 56th Street NW and 38th Ave.*)
- No tasks for mitigation planning are scoped at this time. Amount of wetland/stream impact, if any, are unknown making it difficult to determine proper scope and budget. Prior to proceeding with the permitting tasks, the CONSULTANT and the AGENCY should discuss mitigation requirements and opportunities and prepare a supplemental scope of work and budget to address any needed mitigation.

The key CONSULTANT environmental team members as well as the CONSULTANT project manager or lead designer will walk both sides of the roadway widening and sidewalk project. No sensitive areas are known to exist in the Phase I project area. If during the reconnaissance, wetlands, streams, or habitat areas of significance are identified, additional field work and documentation would be required. Invitations to attend the reconnaissance will be extended to AGENCY staff. The team will continue a visual inspection of Phase II to get a better understanding of level of effort expectations for Phase II. (*Phase II is assumed to be the second phase of the 38th Ave project. The limit of Phase II is assumed to be from the intersection of 56th Street and 38th Avenue to the south City limits.*)

After the site visit and reconnaissance the CONSULTANT shall prepare a brief write-up to document any sensitive area findings that require field work and analysis in Phase I. Potential areas of concern identified during the visual inspection will be briefly discussed as issues to be aware of during Phase II.

Deliverables: Draft and Final Reconnaissance Memo.

Task 5.2 SEPA Checklist Preparation

Assumptions

- This scope of work covers a SEPA checklist for Phase I only. Additional checklists will be necessary for future project phases.
- SEPA public notice requirements such as mailing lists, site posting, distribution, and hearings will be handled and paid for by the AGENCY.

- The Project is not federally funded and therefore not subject to NEPA. If federal funds become available for project design or construction, the NEPA process would be triggered and additional documentation required outside of this scope and budget.
- Participation in public hearings related to the project or testimony at a SEPA appeal is considered Extra Work and not included in this scope or budget.

The CONSULTANT in compliance with the State Environmental Policy Act (SEPA) will prepare a SEPA Checklist for the design alternative. For budgeting purposes, it is assumed that the Checklist will result in a Determination of Non Significance (DNS). Supporting data will be gathered to adequately and accurately prepare the Checklist.

The CONSULTANT will prepare a SEPA Checklist using the format provided by the AGENCY or in the SEPA Rules (WAC 197-11-960) for review by the AGENCY. The CONSULTANT will provide the AGENCY with the draft Checklist for distribution, review, and comment. Upon receipt of consolidated comments, the CONSULTANT will prepare a final Checklist by incorporating the revisions, recommendations, and comments from the AGENCY.

Deliverables: Draft and Final SEPA Checklist

Task 5.3 Cultural Resources Support

As required by the Washington Governor's Executive Order (EO) 05-05, the CONSULTANT will prepare the Department of Archaeological and Historic Preservation (DAHP) Project Review Sheet – EZ1 for AGENCY of Gig Harbor review, approval, and submittal. Ground disturbance in previously disturbed areas in the public right-of-way as well as property to be acquired for the project is anticipated; however alteration or demolition of adjacent buildings is not planned at this time.

Assumptions:

- Project construction or operation will have no temporary or permanent effects on archaeological or historic resources.
- A Cultural Resources Survey or historic property inventory forms will not be needed. Requests by the DAHP for additional information, survey, or completion of inventory forms will be considered additional services. Depending on the nature of the request these additional services may require the use of a sub-consultant.
- The cultural resource support is intended to assist the City of Gig Harbor's compliance with EO 05-05. If federal funding is obtaining or a federal permit required, compliance with Section 106 of the National Historic Preservation Act will be required and a separate scope of services will be proposed.
- The City of Gig Harbor will be responsible for initiating the and completing DAHP coordination and the tribal consultation as required by EO 05-05.
- Face to face meetings with DAHP or tribal interests are not anticipated or accounted for in this scope of work and estimate.

Deliverable: Draft and Final Project Review Sheet – EZ1 form



Task 6 Utility Coordination

Assumptions

The CONSULTANT is responsible for coordinating utility locates within the project limits. Potholing of existing utilities to resolve potential utility conflicts and clarify existing utility location will be considered additional services.

Task 6.1 Preliminary Utility Contacts

The CONSULTANT will prepare and send a notice containing the scope and schedule of the project, and include preliminary project plans, to all public and private utility agencies with known underground or overhead facilities that may be affected by the project. CONSULTANT shall supply the AGENCY with the preliminary project plans for the notice.

Task 6.2 Utility Coordination Meetings

CONSULTANT shall prepare for and attend up to four (4) meetings with affected utilities to discuss potential impacts to the existing systems related to the proposed improvements. Conflicts with existing utilities shall be resolved in the manner defined in the individual utility franchise agreements on record with the AGENCY.

Task 6 - Deliverables

- Conduct Utility Kickoff Meeting
- 30% Preliminary Project Plan Submittal – 2nd Util. Coordination Meeting
- 60% PS&E – 3rd Util. Coordination Meeting
- 100% (Final) PS&E – 4th Util. Coordination Meeting
 - Final Concurrence Letter.

Task 7 Public Meetings

Assumptions

- The AGENCY will compile and provide a mailing list for the project.
- The AGENCY will be responsible for the printing, postage and mailing of information to the community.
- The AGENCY will provide the meeting location.

- Anticipates three (3) public meetings will be held for the project. Additional meetings not specifically described will be considered as additional work.
- Website and media announcements will be the responsibility of the AGENCY.
- Presentation materials and exhibits will be the products generated within the scope of services for the 30% Preliminary Plan and 60% PS&E submittals.

Task 7.1 Communication Plan

CONSULTANT team shall work with the AGENCY staff to develop a strategic public involvement plan. The plan will include:

- Initial Property Owner notification Letter
- Design/Community Workshop Meeting Notification
- Public outreach materials planned to provide information to the community
 - Fliers / Project Fact Sheets
 - Presentation Materials

Task 7.2 Public Outreach Information Workshop

CONSULTANT's team members comprised of the Project Principal, Project Manger, and Lead Designer will attend one (1) public outreach and information workshop with AGENCY staff. Consultant team shall be responsible for preparation of all presentation and exhibits necessary for the workshop. CONSULTANT will prepare a comment form for the workshop participants to provide input during the workshop. CONSULTANT will prepare a written summary of the workshop.

Task 7.3 Public Outreach Materials

With input from the AGENCY staff, CONSULTANT shall prepare project fliers, workshop meeting notice and a project fact sheet. AGENCY will provide printing, the mailing distribution list and distribution costs. The flier(s), notice and fact sheets will be 8.5" X 11", two sided.

Task 7.4 Project Presentation to Public Works Committee

CONSULTANT core team members will conduct a project presentation to the City of Gig Harbor Public Works Committee. The Consultant shall be responsible for the preparation of all materials and exhibits necessary for the presentation and committee packets.

Task 7.5 Project Presentation to City Council

CONSULTANT core team members will conduct a project presentation to the Gig Harbor AGENCY Council with AGENCY staff. CONSULTANT shall be responsible for preparation of presentation materials and exhibits necessary for the presentation and City Council packets.



Task 7 Deliverables

- Draft communication plan to the AGENCY for review and comment.
- Final Public Involvement Plan.
- Conduct Workshop.
- Public Information and Outreach Materials.

Task 8 Landscape and Irrigation PS&E

Task 8.1 Landscape and Irrigation Plans

The CONSULTANT shall make a preliminary assessment and recommendation to address landscaping within the project and prepare landscape and irrigation plans (at 1"=20'), specifications and estimates for the recommended features to coincide with the submittals outlined in Tasks 9 to 11.

Landscape features for this project will involve the integration of the proposed new roadway into the existing terrain and vegetation. Landscape will also be coordinated with walls, combined-use pathways and way-finding features. Special paving, lighting, vine panel/trellises, site furnishings or other related urban design improvements associated with these features is not included at this time. The landscaping shall be coordinated with preliminary roadway layouts, utilities, roadway lighting, sight distances, clear zone requirements and grading. Estimates of cost for landscaping and irrigation will be by a per unit basis.

The design shall promote the best management practices for landscaping as well as design integration into the existing context. The use of mostly native plants compatible with Low Impact Development will be investigated and implemented where feasible within the project. Irrigation system will be an automatic spray system. Irrigation point-of-connection (location, pressure and quantity of water) will be provided by the AGENCY.

Potential landscape and urban design features may include but are not limited to:

- Landscape planter strips where right of way, combined-use pathways and utilities permit.
- Low Impact Development compatible plantings.
- Low growth groundcover and/or shrubs in landscape areas (drought tolerant)
- Street trees in landscape planter strips
- Low growth groundcover and/or shrubs in traffic islands/medians
- Limited restoration of existing landscaping features will be provided in-kind for what currently exists along the corridor on immediately adjacent properties.

Landscape plans (planting and irrigation) shall be prepared to reflect the overall planting design, including the definition of planting areas for groundcover and shrub massing as well as tree



locations. It is assumed that three sheets of landscape planting plans (1" = 20'), three sheets of irrigation plans (1"=20') and four sheets of landscaping/irrigation details and schedules will be required with quantities listed in an overall project schedule (not per sheet). It is also assumed that landscape improvements associated with storm-water features (except LID improvements) and mitigation areas are not included at this time. Arboricultural services are not included at this time.

Task 8 Deliverables

- Preliminary (~30%) Landscape Concept Plans (with Task 9) (Typical plan and section only, color rendered for presentation)
- Photo board (overall landscape character, wall treatments, and plant palette)
- Preliminary (~60%) Landscape Plans (with Task 10)
- Final Landscape Plans, Specifications and Estimate (with Task 11)

Task 9 Preliminary Concepts and Recommendations – 30% Design Effort

Task 9.1 Preliminary Drainage Concepts

CONSULTANT shall develop a preliminary concept for drainage facilities to comply with the AGENCY drainage requirements for the affected roadway. Plan (work drawing) will comply with the City of Gig Harbor Storm Water Design Manual (SWDM). CONSULTANT shall pre-submit preliminary drainage plan for approval by AGENCY staff prior to preparation and submittal of Preliminary Construction Drawings (Task 10.1). Storm water runoff where feasible will be treated for storm water quality and quantity control using Low Impact Development (LID) Methods. The use of conventional storm water techniques will be implemented in areas not conducive to LID methods.

Task 9.2 Preliminary Design Meetings

CONSULTANT shall meet with AGENCY staff as requested (up to two meetings) to prepare the various elements of the preliminary design listed above. CONSULTANT shall prepare meeting notes describing comments and decisions resulting from these meetings with staff.

Task 9.3 Preliminary Roadway Design Conceptual Design

CONSULTANT shall develop a preliminary roadway layout for review with the AGENCY. Plan (work drawing) will comply with AGENCY adopted design standards and depict the horizontal and vertical design information.

Task 9 Deliverables

- Design Meeting
 - Preliminary (~30%) Concept Drainage Plans



- Preliminary (~30%) Concept Road Design Plans
- Preliminary Design Meeting Minutes

Task 10 Preliminary Plans, Opinion of Probable Construction Cost, and Recommendations – 60% Design Effort

Task 10.1 Preliminary Construction Drawings (~60%)

CONSULTANT shall prepare preliminary Construction Drawings, including plan views, profiles, cross-sections and details, along with supporting design calculations as necessary to allow AGENCY staff sufficient information for a comprehensive project review. Drawings will be prepared at 1" =20' scale. Format for plans will be 22-inch x 34-inch size sheets for full size plans and 11-inch x 17-inch for half size.

Assumptions

- The scope assumes all cut and fill slopes will be sloped per the geotechnical report for maximum angle and will not require structurally designed walls. If structurally designed walls are required additional scope and fee will be negotiated with the AGENCY.

Task 10.2 Engineer's Opinion of Probable Construction Cost (OPCC) and Bid Item Tabulation (~60%)

CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost (OPCC), with an itemized list in tabular form describing specification section, item, and quantity, estimated unit costs, and estimated total cost.

It is understood that any cost opinion or OPCC provided by the CONSULTANT will be on the basis of experience and judgment. Because the CONSULTANT has no control over market conditions or bidding procedures, the CONSULTANT does not provide warranty or guarantee of the estimated costs.

Task 10.3 Respond to AGENCY Comments

CONSULTANT shall revise the plans to incorporate comments from AGENCY review. Work required beyond the level of effort identified in the hours estimate will be considered Extra Work.

Task 10 Deliverables

- Preliminary Construction Plans (~60%)
- Preliminary Opinion of Probable Cost (~60%)
- Preliminary Bid Tabulation (~60%)

Task 11 Final Plans, Specifications, and Opinion of Probable Construction Cost

Based on AGENCY comments resulting from Task 10 prepare complete construction bid documents. Submit complete bid documents (including plans, specifications, and opinions of probable construction costs) to the AGENCY at "90 percent complete" for review and comment and at "Final Completion" stage with 90% review comments incorporated. With each submittal, the CONSULTANT will include a response to the AGENCY(s) comments generated from the previous submittal.

Task 11.1 Detailed Construction Drawings

CONSULTANT shall prepare Detailed Construction Drawings, including plan views, profiles, cross-sections and details, along with supporting design calculations. To develop a basis for a work hour estimate, an estimate of the contract plans that are assumed to be required is included below. It is assumed that the project can be covered on six (6) plan/profile sheets. Plans will be drawn at 1" =20' scale unless noted otherwise. Plans will be generated in accordance with the City Public Works Standards. Format for plans will be 22-inch x 34-inch size sheets for full size plans and 11-inch x 17-inch for half size plans.

A total of 60 drawings is anticipated and will be based on the following sheet breakdown and descriptions:

- Title and Index Sheet (1 Sheet, not-to-scale (NTS)). Title and index sheet will include a vicinity map.
- Legend, Abbreviations, and General Notes (1 Sheet, NTS). Sheet will present legend, abbreviations, and general notes for contract drawings.
- Roadway Sections and Details (6 Sheets, NTS). Roadway sections for the typical roadway cross-sections for construction.
- Paving, Grading, and Drainage Plans/Curb and Drainage Profiles (8 Sheets, H:1" =20', V:1" =5' Scale). These plans will be a "split sheet" format, containing both plan and profile elements.

The Paving, Grading and Drainage plans will include:

- ◆ Horizontal alignment information, paving limits, retaining walls (assumed to be standard rockeries, "unit masonry", or WSDOT cantilever walls), and limits of any cut/fill required. No structural design is anticipated
- ◆ Limits of pavement removal and grading limits
- ◆ Proposed drainage, stormwater treatment, and outfall facilities
- ◆ Elevation and pipe slope information for drainage laterals on plan view; elevation and pipe slope information for main drainage lines on the drainage profiles
- ◆ Adjustments of valve boxes and manholes
- ◆ Centerline profiles (including location and elevation) to control the vertical elements. On the same profile, drainage profiles (including location and elevation) will be prepared for



the main drainage lines throughout the project. These profiles will provide information on drainage structure types, rim elevations and invert elevations. Design slopes between drainage structures will be shown here and not on the Plans. Profiles will not be prepared for the lateral connections.

- Temporary/Permanent Pollution, Erosion and Sedimentation Control Plans (5 Sheets, 1" = 20' Scale). Both temporary and permanent control measures will be incorporated into the same plans and distinguished by line type, callout, and legend.
- Roadway, Erosion Control, and Drainage Details (6 Sheets, NTS). Roadway, erosion control, and drainage detail sheets that include miscellaneous details not covered by standard plans. Standard plans will be utilized to the maximum extent possible. Standard plan details will be exhibited on 8-1/2" x 11" pages attached to the Contract Provisions and will not be included in the contract drawing set.
- Channelization, Illumination, and Signing Plans (5 Sheets, 1" =20' Scale). Channelization, illumination, and signing plans (including sign schedule) that illustrate project channelization and signing.
- Landscaping Plans/Details (10 Sheets, 1" =20' Scale).
Develop landscape and irrigation plans, planting schedule, irrigation schedule, and planting and irrigation details.
- Miscellaneous Plans/Details (10 Sheets, NTS).
- Traffic Control Plans (8 Sheets, NTS).

Task 11.2 Contract Provisions

Specifications (Contract Provisions) shall be developed using the City of Gig Harbor(s) "Boiler Plate" contract provisions. These provisions will be supplemented as necessary with project specific information, and include the deletion of unnecessary special provisions. It is assumed that the CONSULTANT will complete Divisions 1 through 8 of the project Special Provisions and assemble the bid proposal and project bid package.

Task 11.3 Engineer's Opinion of Probable Construction Cost and Bid Item Tabulation (OPCC)

The OPCC 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 both the 90 percent and final levels of design.

It is understood that any cost opinion or engineer's estimate provided by the CONSULTANT will be on the basis of experience and judgment. Because the CONSULTANT has no control over market conditions or bidding procedures, the CONSULTANT does not provide warranty or guarantee of the estimated costs.

Task 11.4 Drainage Design Report

CONSULTANT shall prepare a Drainage Report in accordance with current AGENCY standards. Assumes a complete drainage analysis will be required. Any additional analysis



required beyond the typical City requirements defined in the SWDM will be considered additional services.

Task 11.5 Respond to AGENCY Comments

CONSULTANT shall revise plan to incorporate comments from AGENCY review. Work required beyond the level of effort identified in the hours estimate will be considered Extra Work.

Task 11.6 Quality Assurance and Quality Control

Quality control includes senior engineer reviews. The CONSULTANT will conduct an internal quality assurance program prior to the 90 percent submittal of the bid documents. This task will supplement the continuous quality assurance program by conducting a detailed review of the project's plans and specifications for constructability and consistency within the bid documents.

Task 11 Deliverables

- Final Construction Plans (@~90% & 100%)
- Final Opinion of Probable Cost & Bid Item Tabulation (@~90% & 100%)
- Final Contract Provisions (Specifications) (@~90% & 100%)

Task 12 Bidding Process

Task 12.1 Respond to AGENCY Requested Questions

CONSULTANT shall assist the AGENCY by answering questions during the bidding process. Because of the unknown nature of this task, this assistance will be limited to the dollars identified in the fee breakdown.

Task 12.2 Preconstruction Meeting

The CONSULTANT's project manager and one additional staff member will attend the preconstruction meeting.

Task 13 Construction Support Services (Not in Contract)

CONSULTANT is available to provide construction engineering services for the construction contracts to complete the improvement. These services will include necessary surveys, observation, and contract administration required for the construction of the contract.

Authorization to proceed with construction engineering services will be provided by supplement after the scope and the related budget are negotiated. No services are currently included in the proposed scope and budget.



IV. Documents Furnished by CONSULTANT to AGENCY

The following documents, exhibits or other presentations for the work covered by this AGREEMENT ("Documents") shall be furnished by CONSULTANT to AGENCY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability or legal exposure to CONSULTANT; AGENCY shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to AGENCY all references to CONSULTANT's involvement and will retain a tangible copy of the Documents delivered to AGENCY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only—CONSULTANT is not required to maintain electronic files beyond 90 days after project final billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

- Project Schedule Updates, as necessary
- Preliminary Drainage Concept Roll Plot, 1" =20' Scale, 1 copy
- Preliminary and final drainage report (3 copies)
- OPCC at the 60 percent and 90 and 100 percent submittals, 2 copies each
- All sheets (at half-scale--11-inches x 17-inches) comprising the set of contract plans for AGENCY review at the 60 percent and 100 percent completion stage, 5 copies and one original of plan set for each submittal.
- Contract Special Provisions for AGENCY review at the 90 percent design submittal, 2 copies
- "Full-size" final contract plans, one set
- "Half-scale" final contract plans, one set
- One electronic copy of Final plans and specifications on CD.

V. Items and Services to be Furnished by AGENCY to CONSULTANT

AGENCY will provide the following items and services to CONSULTANT that will facilitate the preparation of the Plans and studies within the limits of the project. CONSULTANT is entitled to rely on the accuracy and completeness of the data furnished by others, including but not limited to, survey and traffic data.

- Any available record drawings and information or public works projects in the project area.
- Utility facility maps for the project area. AGENCY will provide CONSULTANT with available as-built or record drawings for water, sewer, and storm drainage facilities in the area, in both hard copy, and electronic format (to be derived from the AGENCY GIS database).



- Copy of survey control data for existing survey monumentation and benchmarks. The AGENCY has established and will provide the CONSULTANT with horizontal and vertical control for the project using the Washington State plane coordinate system, south zone NAD 83(91) for horizontal control and NAVD-88 to establish the vertical datum. This information will be made available to the CONSULTANT. Any reformatting or reconfiguration or hardware/software purchase necessary to make the supplied files compatible will be considered Extra Work.
- Existing ROW information plans for the project route.
- Boilerplate Contract Provisions, electronic copy (MS Word) and hard copy.
- Prepare permit applications and submit for approval. Give CONSULTANT copies of project permit applications submitted by the AGENCY.
- Any right of entry permission for either public or private property required for this work.
- Timely reviews of all work at mutually agreed upon times and consolidation of all review comments onto one review set prior to return to the CONSULTANT.
- Payment of all review and/or permit fees.
- Payment for potholing for utility locations by utility companies.

VI. Extra Work

All work not included under Section III above, will be considered additional services. The following tasks are possible Extra Work items, which may be performed under a supplement to this Agreement:

- Construction Inspection
- Construction Administration
- Right-of-Way Acquisition and Negotiation Services



(Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

certifies that the Disadvantaged Business Enterprise

Name of Bidder _____

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1. NA		No DBE proposed for this project	0.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ 0.00 ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

Exhibit C Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-1 Payment (Lump Sum)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit "D" and by this reference made part of this AGREEMENT.

- A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.
 1. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
 2. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
 Consultant Fee Determination-Summary Sheet
 (Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: 38th Ave Road Improvement Project

Direct Salary Cost (DSC):

<u>Clasification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Project Principal</u>	<u>62</u>	x	<u>67.31</u>		<u>\$4,173.22</u>
<u>Sr. Project Manager</u>	<u>140</u>	x	<u>52.75</u>		<u>\$7,385.00</u>
<u>Project Manager</u>	<u>311</u>	x	<u>35.50</u>		<u>\$11,040.50</u>
<u>Sr. Project Engineer</u>	<u>226</u>	x	<u>43.00</u>		<u>\$9,718.00</u>
<u>Project Engineer</u>	<u>238</u>	x	<u>39.40</u>		<u>\$9,377.20</u>
<u>Design Engineer</u>	<u>509</u>	x	<u>25.00</u>		<u>\$12,725.00</u>
<u>Design Engineer</u>	<u>177</u>	x	<u>28.55</u>		<u>\$5,053.35</u>
<u>Sr. Wetland Biologist</u>	<u>6</u>	x	<u>53.56</u>		<u>\$321.36</u>
<u>Enviromental Lead</u>	<u>50</u>	x	<u>42.48</u>		<u>\$2,124.00</u>
<u>Sr Project Biologist</u>	<u>12</u>	x	<u>31.80</u>		<u>\$381.60</u>
<u>Project Biologist</u>	<u>18</u>	x	<u>22.26</u>		<u>\$400.68</u>
<u>CADD Tech</u>	<u>312</u>	x	<u>19.81</u>		<u>\$6,180.72</u>
<u>CADD Tech</u>	<u>404</u>	x	<u>24.50</u>		<u>\$9,898.00</u>
<u>Project LSA</u>	<u>318</u>	x	<u>26.50</u>		<u>\$8,427.00</u>
<u>Project GIS Analyst</u>	<u>116</u>	x	<u>26.52</u>		<u>\$3,076.32</u>
<u>Project Assistant</u>	<u>7</u>	x	<u>18.75</u>		<u>\$131.25</u>
<u>Project Controller</u>	<u>40</u>	x	<u>29.75</u>		<u>\$1,190.00</u>
			Total DSC =		<u>\$91,603.20</u>

Overhead (OH Cost--Including Salary Adatives):

OH Rate x DSC of 185% x \$91,603 \$169,465.92

Fixed Fee (FF):

FF Rate x DSC of 10% x \$261,069 \$26,106.91

Reimbursables:

Itemized \$15,399.00

Subconsultant Cost (See Exhibit G):

\$44,986.00

Grand Total

\$347,561.03

Prepared By: HDR Engineering Inc.

Date: July 29,2008

Exhibit F
Breakdown of Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	91,603.00	100.00%
Overhead Expenses:		
FICA	11,743.00	12.82%
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance	9,397.00	10.26%
Holiday/Vacation/Sick Leave	16,592.00	4.22%
Commission/Bonus/Pension	5,212.00	5.69%
Total Fringe Benefits	42,944.00	46.88%
General Overhead:		
State B&O Taxes	1,003.00	1.09%
Insurance	3,331.00	3.64%
Administration & Time Not Assignable	53,653.00	58.57%
Printing, Stationery & Supplies	3,482.00	3.80%
Professional Services	2,666.00	2.91%
Travel Not Assignable	3,895.00	4.25%
Telephone & Telegraph Not Assignable	3,368.00	3.68%
Fees, Dues & Professional Meetings	3,477.00	3.80%
Utilities & Maintenance	19,944.00	21.77%
Professional Development	8,856.00	9.67%
Rent	14,518.00	15.85%
Equipment Support	4,975.00	5.43%
Office, Miscellaneous & Postage	3,354.00	3.66%
Total General Overhead	126,522.00	138.12%
Total Overhead (General + Fringe)	169,466.00	185.00%
Overhead Rate (Total Overhead / Direct Labor)	185.00%	

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 38th Avenue Road Improvement Project

Sub Consultant: PriZm Surveying, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>	<u>16.0</u>	X	<u>51.23</u>	\$	<u>819.68</u>
<u>Party Chief</u>	<u>120.0</u>	X	<u>27.00</u>		<u>3,240.00</u>
<u>Chain Person</u>	<u>120.0</u>	X	<u>15.00</u>		<u>1,800.00</u>
<u>Senior Drafter</u>	<u>22.0</u>	X	<u>25.50</u>		<u>561.00</u>
<u>Junior Drafter</u>	<u>50.0</u>	X	<u>16.50</u>		<u>825.00</u>
<u>Administrative Assistant</u>	<u>2.0</u>	X	<u>17.00</u>		<u>34.00</u>
<u> </u>	<u> </u>	X	<u> </u>		<u> </u>
<u> </u>	<u> </u>	X	<u> </u>		<u> </u>
<u> </u>	<u> </u>	X	<u> </u>		<u> </u>
Total DSC				=	\$ <u>7,279.68</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 149 % x \$ 7,279.68 = 10,846.72

Fixed Fee (FF):

FF Rate x DSC of 110.36 % x \$ 7,279.68 = 8,033.85

Reimbursables:

Itemized = 180.00

SubConsultant Total

= 26,340.00

Prime Mark-Up

10.00 % X 26,340.00 = 2,634.00

Grand Total

= 26,340.26

Prepared By: PriZm Surveying Inc.

Date: July 29, 2008

Exhibit G-3
Breakdown of Subconsultants Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	7,279.68	100.00%
Overhead Expenses:		
FICA	506.05	6.95%
Unemployment	113.30	1.56%
Health/Accident Insurance	561.96	7.72%
Medical Aid & Industrial Insurance	37.10	0.51%
Holiday/Vacation/Sick Leave	306.90	4.22%
Commission/Bonus/Pension		
Total Fringe Benefits	1,525.31	20.95%
General Overhead:		
State B&O Taxes	105.21	1.45%
Insurance	320.35	4.40%
Administration & Time Not Assignable	29.19	0.40%
Printing, Stationery & Supplies	90.45	1.24%
Professional Services	31.28	0.43%
Travel Not Assignable	1.48	0.02%
Telephone & Telegraph Not Assignable	100.16	1.38%
Fees, Dues & Professional Meetings	69.09	0.95%
Utilities & Maintenance	113.10	1.55%
Professional Development	20.55	0.28%
Rent	310.36	4.26%
Equipment Support	666.36	9.15%
Office, Miscellaneous & Postage	219.04	3.01%
Total General Overhead	2,076.62	28.53%
Total Overhead (General + Fringe)	3,601.93	49.48%
Overhead Rate (Total Overhead / Direct Labor)	49.48%	

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
 (mandatory when Subconsultants are utilized)

Project: 38th Avenue NW

SubConsultant Landau Associates

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>	<u>8</u>	X	<u>\$ 52.84</u>		<u>\$ 422.72</u>
<u>Senior Project Engineer</u>	<u>38</u>	X	<u>\$ 32.07</u>		<u>\$ 1,218.66</u>
<u>Staff Geologist</u>	<u>28</u>	X	<u>\$ 20.82</u>		<u>\$ 582.96</u>
<u>CAD</u>	<u>4</u>	X	<u>\$ 22.92</u>		<u>\$ 91.68</u>
<u>Project Coordinator</u>	<u>16</u>	X	<u>\$ 19.63</u>		<u>\$ 314.08</u>
			Total DSC	=	<u>\$ 2,630.10</u>

Overhead (OH Cost - includ (OH Cost - including Salary Additives):

OH Rate x DSC of 216.51 % x \$2,630.10 = \$ 5,694.43

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$2,630.10 = \$ 789.03

Reimbursables

Reproduction	\$ 250.00
Field Expenses & Travel	\$ 950.00
Geotechnical Laboratory Testing	\$ 1,500.00
Drilling Subcontractor	\$ 4,480.00
Traffic Control Subcontractor	\$ 1,120.00
Geotechnical Testing Subcontractor	\$ 1,232.00
	<u>\$ 9,532.00</u>

Subconsultant Total \$ 18,645.56

Prime Markup _____ % x _____ = _____

Grand Total = _____

Prepared By: _____

Date: _____

Exhibit G-3

Breakdown of Subconsultant's Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	\$2,630	100.00%
Overhead Expenses:		
FICA and other payroll taxes	390	14.85%
Unemployment	40	1.51%
Health/Accident Insurance	361	13.73%
Medical Aid & Industrial Insurance	20	0.74%
Holiday, Vacation & Sick Leave	563	21.42%
Bonuses & Pension	645	24.54%
Total Fringe Benefits	2,020	76.79%
General Overhead:		
State B & O Taxes	190	7.22%
Insurance	99	3.77%
Administration & Time Not Assignable	1,801	68.47%
Printing, Stationary & Supplies	149	5.67%
Professional Services	197	7.49%
Travel Not Assignable	45	1.72%
Telephone & Telegraph Not Assignable	76	2.89%
Fees, Dues & Professional Meetings	34	1.30%
Utilities & Maintenance	16	0.62%
Professional Development	141	5.36%
Rent	533	20.28%
Equipment Support	164	6.24%
Office, Miscellaneous & Postage	229	8.70%
Total General Overhead	3,675	139.72%
Total Overhead (General + Fringe)	5,694	216.51%
Overhead Rate (Total Overhead / Direct Labor)	2.1651	216.51%

Exhibit H
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit J Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1(a)
Certification Of Consultant**

Project No. CSP-0820

Local Agency Gig Harbor

I hereby certify that I am David R. Skinner and duly authorized representative of the firm of HDR Engineering Inc. whose address is 4717 97th Street NW, Gig Harbor, WA. 98332 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/13/2008

Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Gig Harbor, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

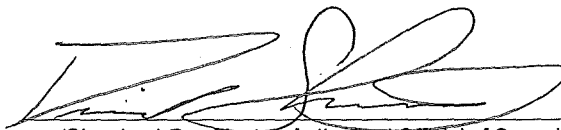
Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): HDR Engineering Inc.

8/13/2008

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1.No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

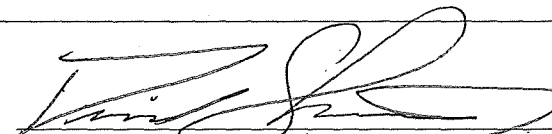
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): HDR Engineering Inc.

8/13/2008

(Date)



(Signature) President or Authorized Official of Consultant

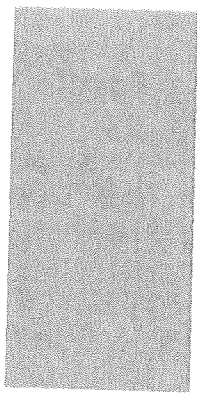


Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 38th Ave. Road Improvement Project CSP-0820 * are accurate, complete, and current as of August 13, 2008 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm HDR Engineering Inc.

Name David R. Skinner P.E.

Title Vice President

Date of Execution*** August 13, 2008

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone HDR Engineering Inc. 4717 97th Street NW Gig Harbor, WA. 98332
Agreement Number CSP-0820	Project Title And Work Description 38th Avenue Road Improvement Project
Federal Aid Number N/A	
Local Agency City of Gig Harbor	

THIS AGREEMENT, made and entered into this 13 day of August, 2008, between the Local Agency of City of Gig Harbor, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By 

Consultant David R. Skinner P.E.
HDR ENGINEERING

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency _____

By _____

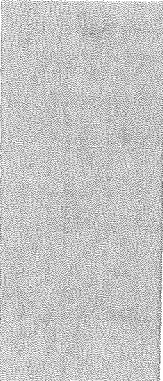
Agency _____

By _____

Agency _____

By _____

Agency _____





Subject: Public Works Facility Wetland Delineation Report – Consultant Services Contract

Proposed Council Action: Execute the Consultant Services Contract for Wetland Delineation and Assessment Report to Grette Associates for their quotation proposal in the amount not to exceed \$3,913.24.

Dept. Origin: Public Works - Operations

Prepared by: David Stubchaer, P.E. Public Works Director

For Agenda of: September 8, 2008

Exhibits: Consultant Services Contract

Concurred by Mayor: Initial & Date

Approved by City Administrator: RSK 9/2/08

Approved as to form by City Atty: CAM 9/2/08

Approved by Finance Director: Df 9/2/08

Approved by Department Head: Df 9/2/08

Table with 4 columns: Expenditure Required (\$3,913.24), Amount Budgeted (\$050,000), Appropriation Required (\$0)

INFORMATION / BACKGROUND

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

In June, Lawhead Architects was hired to provide architectural master planning, design development and construction document assistance to City staff for this project. In order to satisfy City Planning Department permitting requirements, the wetlands and streams on or near the project site need to be identified and delineated. A wetland assessment report outlining the results needs to be provided to identify, classify and delineate wetlands and drainages for the parcels.

This consultant services contract is to perform the required wetland work.

FISCAL CONSIDERATION

Sufficient funds exist within the Street Capital to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Execute the Consultant Services Contract for Wetland Delineation and Assessment Report to Grette Associates for their quotation proposal in the amount not to exceed \$3,913.24.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTA ASSOCIATES, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates, LLC, a corporation organized under the laws of the State of Washington located and doing business at 2102 North 30th Street, Tacoma, WA 98403 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Public Works Maintenance Facility Design Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, 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 Three Thousand Nine Hundred Thirteen Dollars and Twenty-Four Cents (\$3,913.24) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 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 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:
Grette Associates, LLC
ATTN: Matthew Boyle, Principal Biologist
2102 North 30th Street
Tacoma, WA 98403
(253) 573-9300

City of Gig Harbor
David Stubchaer, P.E.
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 _____, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Grette Associates, LLC
ATTN: Matthew Boyle, Principal Biologist
2102 North 30th Street
Tacoma, WA 98403
(253) 573-9300

City of Gig Harbor
David Stubchaer, P.E.
Public Works Director
3510 Grandview Street
Gig Harbor, WA 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 _____ 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



**Exhibit A Scope of Work
DESCRIPTION OF WORK:**

Task 100 – Wetland Delineation

The City of Gig Harbor is proposing to upgrade the Public Works Maintenance Facility located at 5118 89th Street NW, Gig Harbor, WA (Pierce County Tax Parcels 0221066004 & 0221063044). In order to complete local permitting applications, the City needs wetlands and streams on or near the site identified and delineated so that any effects on the buffers to those features can be controlled or offset to meet requirements of the City's Critical Areas Ordinance. That work is outlined in Tasks 100-200.

Grette Associates will perform background research and wetland delineation for the project area associated with the Gig Harbor Public Works Maintenance Facility. Inspection will include reconnaissance for the presence of potentially regulated fish and wildlife habitat areas (i.e. streams) and wetlands in order to assess habitat restrictions, limitations, and assets for use in planning and site design. In addition, the inspection will include a visual reconnaissance of accessible adjacent areas within 300 feet of the site for regulated wetlands and fish and wildlife habitat areas. Grette Associates will visit the site and perform wetland boundary delineations. The wetland delineations will be performed in accordance with the Washington State Department of Ecology's *Washington State Wetlands Identification and Delineation Manual*, as well as the U.S. Army Corps of Engineers' *Wetlands Delineation Manual*. Based on these manuals, wetland boundaries will be determined using vegetation, soil characteristics, and hydrologic features, and then flagged using alpha-numerically labeled surveyor's flagging. Locations of soil test pits will also be marked in the field. Surveying of the wetland boundary flagging and soil test pit locations will be the responsibility of a separate contractor.

An estimated budget for Task 100 is as follows:

<u>Staff</u>	<u>Rate</u>	<u>Units</u>	<u>Total</u>
Biologist 1	\$ 82.00	15	\$1,230.00
Administrative	\$ 67.00	2	\$ 134.00
Mileage	\$.500	60 (2 trips)	\$ 33.00
Supplies	\$108.00	0.5	\$ 54.00
Bridge tolls	\$ 3.00	2.08 (2 trips)	\$ 6.24
Total Task 100			\$1,457.24

Task 200 – Wetland Assessment Report

Upon completion of the on-site inspection, Grette Associates will prepare a written report outlining the results of the investigation and methods used to identify, classify and delineate wetlands and drainages on or adjacent to the subject parcels. The report will include a map showing the location of wetland boundaries in relation to the property boundaries, as well as the locations of other major habitat features. This Task assumes Grette Associates will be provided the survey map in 2005 AutoCAD format in order to prepare the delineation figures. This Task assumes proposed development envelopes will not infringe on critical areas and their associated buffers. If it is determined that the project will require a wetland mitigation plan, an addendum to this Scope of Work will be provided detailing an additional budget estimate for preparation of the mitigation plan.

An estimated budget for Task 200 is as follows:

Staff	Rate	Units	Total
Biologist 1	\$ 82.00	24	\$1,968.00
Principal Biologist	\$150.00	2	\$ 300.00
Administrative	\$ 67.00	2	\$ 134.00
Supplies	\$108.00	0.5	\$ 54.00
Total Task 200			\$2,456.00

The costs for the total exhibit are as follows:

Task 100	\$1,457.24
Task 200	\$2,456.00

Total Cost	\$3,913.24
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Subject: WWTP Turbo Blowers Purchase Authorization

Proposed Council Action:

1. Authorize the replacement of the City's existing NEUROS blower located at the WWTP with a new NEUROS blower at no cost; and
2. Authorize the purchase of four new NEUROS Brand Turbo Blowers as a component of the WWTP Expansion Project from APG-Neuros Inc. in the amount of \$333,147.89, including sales tax.

Dept. Origin: Wastewater Treatment Plant

Prepared by: Darrell Winans
Supervisor

For Agenda of: September 8, 2008

Exhibits: Purchase Authorization
Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 9/3/08

Approved as to form by City Atty:

Approved by Finance Director: DR 9/3/08

Approved by Department Head: DR 9/3/08

Expenditure	Amount	Appropriation
Required \$333,147.89	Budgeted \$7,000,000.00	Required 0

INFORMATION / BACKGROUND

In April of 2007, the City purchased one NEUROS brand blower from APG-Neuros, Inc., for use at the Waste Water Treatment Plant. The vendor asked the City to try out this blower, which was a demo unit. At this point in time, NEUROS is offering to replace this blower with a brand new one, at no cost to the City.

A component of the Wastewater Treatment Plant Expansion Project provides for purchase of four new blowers. The City advertised on August 13th and August 20, 2008, for the new blowers. One bid was received, as follows:

- APG-Neuros Inc. \$333,147.89 (including sales tax) which is \$83,286.97 per blower.

These NEUROS brand turbo blowers are (2) 50 Horsepower (Hp), (2) 75 Hp, and (1) 100 Hp blower. This price includes delivery.

Pre-purchase of this equipment will save the City a significant amount of money off of the purchase price, by not having to pay the contractor mark-up -- taking advantage of pre-inflation pricing and assuring timely delivery of equipment with longer lead times. Pre-purchase in this situation is defined as the purchase of equipment prior to executing contract for the construction of Phase I.

FISCAL CONSIDERATION

The cost of these (4) blowers are necessary and are covered in our Sewer Capital Fund under Objective #2. The Phase I contractor will install the (5) Turbo Blowers.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to:

1. Authorize the replacement of the City's existing NEUROS blower located at the WWTP with a new NEUROS blower at no cost; and
2. Authorize the purchase of four new NEUROS Brand Turbo Blowers as a component of the WWTP Expansion Project from APG-Neuros Inc. in the amount of \$333,147.89, including sales tax.

**AGREEMENT FOR EQUIPMENT PROCUREMENT
BETWEEN CITY OF GIG HARBOR
AND APG-NEUROS INC.**

THIS AGREEMENT, is made this _____ day of September, 2008, by and between the City of Gig Harbor (hereinafter the "City"), and APG-Neuros Inc, a Canadian corporation, located and doing business at 250 Boul. De Gaulle, Lorraine, Quebec, J6Z 4R3, Canada (hereinafter "Vendor").

WHEREAS, the City purchased one Neuros Blower on May 15, 2007, for \$88,992.06; and

WHEREAS, Neuros will replace this Blower with a brand new Blower of the same, brand, type and size, as part of the City's purchase of additional blowers, at no cost to the City; and

WHEREAS, the City desires to purchase four (4) Neuros Turbo Blowers from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 593;

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

I. Description of Equipment, Supplies, Tools or Other Items

The Vendor shall sell and deliver five (5) Neuros Brand Turbo Blowers to the City of Gig Harbor, Wastewater Treatment Plant, 4212 Harborview Drive, Gig Harbor, Washington, as the same are described in Exhibit A, attached hereto. The Vendor shall exchange the City's existing Neuros Blower, and replace it with one new blower. Installation to be hired by the City during construction of Phase I of the Wastewater Treatment Plant Expansion.

II. Payment

A. The City shall pay the Vendor the total sum of Three Hundred Thirty-Three Thousand, One Hundred Forty-Seven and Eighty-Nine Cents (\$333,147.89), including sales tax and freight. This shall cover the cost of the removal of the City's existing Neuros blower, installation of a new Neuros blower, and delivery of four new Neuros blowers to the Waste Water Treatment Plant. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the equipment, supplies, tools or other items, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the materials, supplies, tools or other items are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

III. Deadline for Delivery

The City and the Vendor agree that the Neuros Blowers described in Exhibit A will be delivered to The City of Gig Harbor, Wastewater Treatment Plant, 4212 Harborview Drive, Gig Harbor, Washington by the Vendor on or before the 19th of December, 2008.

IV. Termination

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed or emailed to the other party at the addresses set forth in this Agreement.

V. Insurance

The Vendor shall procure and maintain until delivery AND acceptance of the materials, supplies, tools or equipment by the City insurance to cover any damage to the same prior to delivery to the City at the location specified by the City. The Vendor shall assume all liability relating to such damage or loss until acceptance by the City.

VI. Warranty

The blower manufacturer, APG Neuros, shall furnish the Owner (City) with a written warranty to cover the blowers, motors, VFDs, and control components against defects in workmanship and material for a period of Two (2) years from commissioning date or 30 months from delivery under normal use and service, as provided in Exhibit B attached hereto. The manufacturer's warranty shall be issued in the City's name.

VII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

VIII. 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 Vendor.

IX. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

X. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of 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.

VENDOR:
APG-Neuros Inc.
ATTN: Omar Hammoud
250 Boul. De. Gaulle
Lorraine, Quebec J6Z 4R3 CANADA
(514) 249-2724
FAX (450) 621-5038

City of Gig Harbor
ATTN: Darrell Winans
Wastewater Treatment Plant Supervisor
4212 Harborview Drive
Gig Harbor, Washington 98332
(253) 851-8999
FAX (253) 858-5027

XI. 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.

XII. Resolution of Disputes

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 Administrator shall determine the term or provisions' true intent or meaning.

If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Vendor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

VENDOR

THE CITY OF GIG HARBOR

By: _____
Its President

By: _____
Its Mayor

Notices should be sent to:

VENDOR:
APG-Neuros Inc.
ATTN: Omar Hammoud, President
250 Boul. De Gaulle
Lorraine, Quebec J6Z 4R6 CANADA
(514) 249-2724
FAX: (450) 621-5038

City of Gig Harbor
ATTN: Darrell Winans
WWTP Supervisor
4212 Harborview Drive
Gig Harbor, Washington 98332
(253) 851-8199
FAX: (253) 858-5027

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 appointment expires: _____

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 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: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington,

Residing at: _____

My appointment expires: _____

Exhibit A

A. Provide blower packages, for each blower, in accordance with the following Schedule:

Parameter	B321 & B322	B323 & B324	B325x replacement
Design Flow Capacity	minimum: 200 scfm	400 scfm	600 scfm
At design conditions below:	maximum: 800 scfm	1,400 scfm	2,000 scfm
Design Discharge Pressure	10.3 psig ¹	10.3 psig ¹	10.3 psig ¹
Minimum Rise to Surge Margin	3.0 psig	3.0 psig	3.0 psig
Motor, vfd rated duty for turndown	50 HP	75 HP	100 HP
Outlet Connections, ANSI Flange	6 inch	8 inch	10 inch

Note: 1. 8.3 psig for depth of diffusers plus 2 psig for diffuser and piping losses.

- B. Blowers and motors shall be current production models.
- C. All blowers shall be designed to provide the Guaranteed Wire Power Performance in Tables below under the following Design Conditions:
- | | |
|--------------------------|------------|
| Design inlet temperature | 68 Deg F |
| Barometer pressure | 14.66 psia |
| Site elevation | 48.0 feet |
| Design relative humidity | 80 % |
- D. High efficiency Permanent Magnet Synchronous motors shall be furnished as integral part of the blower core assembly with corrected power factor losses.

Exhibit B

Scope of Supply**1. Standard Neuros Turbo Blower Package INCLUDED**

1. High Performance Variable Speed Drive & Inverter - Specialty Tuned for High Speed Motor
2. Local Control Panel for Control and Monitoring
3. Remote Control capability via Ethernet, LAN or Hard wiring
4. Built in Sound Enclosure to below 80 dBA silence level
5. Blow Off Valve to blow off air flow during start sequence
6. Blow off silencer to silence air flow during start sequence
7. Temperature sensors for motor, bearing, inlet and discharge air flow
8. Pressure sensors for discharge conditions
9. Pressure sensor and alert for air filter condition
10. Built in Flow Calculation with accuracy within +/- 0.5%
11. Built in Speed measurement within +/- 0.5% accuracy
12. Internal Expansion Joint
13. Internal vibration and dynamic effect Absorption Mounts
14. Electric Line Reactor to reduce power factor
15. Built in air filter to within ten micron filtration
16. Discharge Duct attached to Turbo Blower

2. Computers and Software (INCLUDED)**A. Blower LCP - Allen Bradley**

1. Standard Allen Bradley microprocessor and Panel View Plus Touch Screen in each Blower.
2. Replace existing NX100 Turbo Blower at Gig Harbor with a new production NX100 Turbo Blower with Allen Bradley PL.

3. Ship Loose Accessories

1. Discharge Check Valve
2. Discharge Butterfly valve,
3. Discharge Duct Expansion Joint
4. Harmonic Filters

4. Standard Documentation (INCLUDED)**A. Submittal Information: Five (5) Copies as required**

1. Bill of Material
2. Installation Drawings
3. Electrical and Control Drawings
4. Operation and Maintenance Manual
5. Commissioning Instructions

B. Standard Tests

1. PTC-10 Factory Performance Test
2. Optional Functional tests with Plant LC
2. Electrical and Control functional system test

5. Warranty**A. Standard Warranty (INCLUDED)**

2. Two (2) years from commissioning date or Thirty (30) months from delivery of new blowers, whichever occurs first.

B. Extended Warranty (OPTIONAL - Not Included)

1. Warranty extension available included in Maintenance Cost Guarantee program described in Item C below.

C. Maintenance Cost Guarantee (OPTIONAL - Not Included)

1. All inclusive maintenance and warranty cost coverage beyond first year is available at additional cost.

6. Technical and Spares Support**A. Commissioning**

1. Technicians as required to be provided free of charges for all on site support as during commissioning.

B. Technical Support

1. Technical support personnel as required to provided free of charge within warranty period.

7. Spare parts on site (INCLUDED)**A. One set of spares to support operational availability.**

1. One (1) sets of Air Filter Assembly per blower
2. Five (5) sets per blower of Inlet Filter replacement pads,
3. One (1) set of Temperature and Pressure sensors
4. One (1) Blow-off Solenoid Valve Assembly
5. One (1) set of enclosure locks and bolts

A. Neuros Quality Assurance program is ISO 9001 certified**B. Neuros Turbo Blower is UL and CSA certified**



Subject: WWTP Expansion Temporary Lab/Office/Operations Building Contract Authorization

Dept. Origin: Wastewater Treatment Plant

Prepared by: Darrell Winans
WWTP Supervisor

Proposed Council Action: Authorize the Award and execution of the contract for Purchase, Delivery and Set Up the WWTP Expansion Temporary Lab/Office/Operations Building to Future Homes for Their bid quotation in the amount of \$61,828.15, including sales tax.

For Agenda of: September 8, 2008

Exhibits: Construction Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: DK 9/3/08

Approved as to form by City Atty:

Approved by Finance Director: DK 9/3/08

Approved by Department Head: DK 9/3/08

Expenditure Required	\$61,828.15	Amount Budgeted	\$7,000,000.00	Appropriation Required	\$
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INFORMATION / BACKGROUND

As a component of the WWTP Expansion, the current operations building will be demolished. To provide staff accommodations, laboratory and operations space, housing is needed. After research of renting commercial job trailers with modifications necessary, it was decided that purchasing a manufactured home would be the appropriate course of action. By purchasing the manufactured home, we would save \$55,000.00 over renting a commercial structure and will have the potential of recouping some of the purchase price when the home is surplus at the end of Phase II, or when the operations building is complete.

Invitation to bid was advertised as required and we received (1) one bid from Future Homes of Bremerton. The bid bond was missing from the bid. After discussion with legal counsel, the staff recommends that Council waive this irregularity, given that the sole bidder has corrected it as of the date of this Council memo.

- Future Homes of Bremerton \$61,828.15 (including sales tax)

FISCAL CONSIDERATION

The temporary lab/office/operations building is necessary and is covered in our Sewer Capital Fund under Objective #2. Purchase of the manufactured home will also have a savings to the project of over \$55,000.00.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Award and execution of the contract for Purchase, Delivery and Set Up the WWTP Expansion Temporary Lab/Office/Operations Building to Future Homes for Their bid quotation in the amount of \$61,828.15, including sales tax.

**AGREEMENT FOR PURCHASE, DELIVERY AND SET UP OF
A MANUFACTURED HOME BETWEEN GIG HARBOR AND
FUTURE HOMES OF BREMERTON**

THIS AGREEMENT, is made this ____ day of September, 2008 by and between the City of Gig Harbor (hereinafter the "City"), and Future Homes of Bremerton a Washington corporation, located and doing business at 5620 Kitsap Way, Bremerton, WA 98312 (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. In addition, the Contractor shall provide the City with a 26' x 40' new manufactured home as more particularly described in Exhibit A, attached hereto, delivered to the following location: 4212 Harborview Dr, Gig Harbor, Washington. The work shall generally include the furnishing of all materials and labor necessary to supply, deliver and set-up a 26' x 40' new manufactured home to the Wastewater Treatment Plant, which will provide staff accommodations, laboratory and operations space until the end of Phase II, or the operations building is complete. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Sixty-One Thousand, Eight Hundred Twenty-Eight and Fifteen Cents (\$61,828.15), including Washington State sales tax, for the services and manufactured home described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment to this agreement.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor

shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall deliver the manufactured home and perform all work required by the Agreement on or before October 15, 2008. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor for the set-up shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time prior to delivery. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. Either party shall have the ability to terminate this Agreement no later than 15 days prior to the delivery date, as long as written notice of

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Home 9-8-08.doc

Rev: September 3, 2008

termination is faxed or emailed to the other party at the addresses set forth in this Agreement.

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

VIII. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Contractor'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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

IX. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor 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

C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's

- insurance policies, the Contractor shall reimburse the City the full amount of the deductible.
- D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.
 - E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor'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 Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

The Contractor shall procure and maintain such insurance until delivery AND acceptance of the materials, supplies, tools or equipment by the City in an amount which will cover any damage to the same prior to delivery to the City at the location specified by the City. The Vendor shall assume all liability relating to such damage or loss until acceptance by the City.

X. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

P:\DATA\CONTRACTS & AGREEMENTS (Standard)\2008 Contracts\Construction Services-Future Homes of Bremerton_Manuf.

Home 9-8-08.doc

Rev: September 3, 2008

XI. City's Right of Supervision. Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIII. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Future Homes of Bremerton will warranty the labor and installation of materials for a one (1) year warranty period through Liberty Homes, Inc. Future Homes of Bremerton will provide an additional (9) year homeowner's warranty at no additional cost to the City, as provided in Exhibit B, attached hereto.

XIV. 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 Contractor.

XV. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVI. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of 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.

XVII. 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.

XVIII. Resolution of Disputes. 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, and the City shall determine the term or provisions' true intent or meaning. The

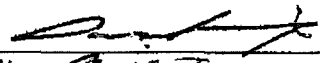
City shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CONTRACTOR

THE CITY OF GIG HARBOR

By: 
Its President

By: _____
Its Mayor

Notices should be sent to:

<p>Future Homes of Bremerton Attn: Dwane Henning, President 5620 Kitsap Way Bremerton, WA 98312 (360) 479-4663 Fax: (360) 479-4630</p>	<p>City of Gig Harbor Wastewater Treatment Plant Attn: Darrell Winans, Supervisor 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170</p>
---	--

Approved as to form:

By: _____
City Attorney

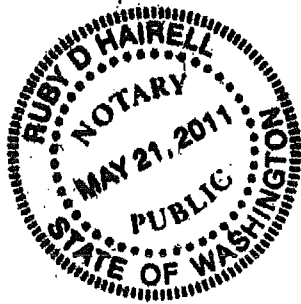
Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that DWAYNE Henning 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 Future Homes of Bremerton to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9/3/2008



Ruby D Hairell
Notary Public in and for the
State of Washington,
Residing at Kitsap
My appointment expires: 5/21/2011

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

I certify that I know or have satisfactory evidence that _____ 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

SPECIFICATIONS

26'6" x 40'0" Manufactured Home

The following specifications describe the minimum requirements for furnishing a 26'6" x 40'0", approximately 1,060 square foot new manufactured home: The equipment bid shall be new, manufactured the same year or succeeding year of bid, of current design and production model and available to the commercial market. Any additions, deletions or variations from the following specifications must be noted or the bid will be rejected. Standard items appearing in the manufacturer's published specifications furnished by the bidder shall be included in the bid unless otherwise noted. One copy of the manufacturer's published specifications shall be included with the bid.

Quotation proposals are requested for the purchase of one (1) 26'6" x 40'0", approximately 1,060 square foot new manufactured home with the following minimum standards:

- Home Dimensions 26'6" x 40'0" approximately 1,060 square feet
- 3 bedroom with one as a Master bedroom
- Two bath
- Living room
- Kitchen
- Laundry area
- Dinning area
- A / C (Heat pump)
- OSHA approved entry steps with landing on all exterior door
- Structure must meet L & I standards

SECTION I TECHNICAL PROVISIONS

26'6" x 40'0" Manufactured Home

General

- Detachable Hitches
- Refrigerator (18 CF 2 Door Frost Free Refrigerator with Glass Shelves)
- 30 lb. Roof
- Residential Dormer
- Vinyl Siding with Foam-Core Backer
- Smoke Detectors
- Concealed LVL Beam
- 6-Panel Steel House-Type Exterior Doors
- Guest Closet and Pantry
- Lever Metal Passage Door Knobs
- Water Shut-Off Valves Throughout
- State Association Fees
- HUD Fees
- 6-Panel Steel House-Type Exterior Doors
- Guest Closet and Pantry
- Water Shut-Off Valves Throughout
- State Association Fees
- HUD Fees

Flooring

- 2 X 6 Floor Joists
- Vinyl floor coverings throughout the home
- Vinyl floor covering in kitchen, utility room and hall bath

Roof

- Ventilated Roof
- Shingle Roof with Eaves and Gutters

Insulation

- R22 Ceiling Insulation
- R18 Floor Insulation
- R-11 Side wall Insulation

Kitchen Bath and Laundry

- Cabinet Over Refrigerator
- Dishwasher
- Stainless Steel Sink
- 30" Electric Range with Power Hood

2 OF 4

- Decorative Self-Edged Countertops
- Ruff Stuff Vinyl Covered Gypsum Wall Panels in Wet Areas
- Bath Vent Fans
- Residential Cabinet Construction with Plaque Doors
- Bath Linen Cabinet
- China Lavatory Sink
- Towel Bar & Toilet Paper Holder in Baths
- Water Saver Toilets
- Brass Plumbing Fittings
- Wrapped Cabinet Stiles
- White Interiors in Cabinets, Pantry & Linen
- Center Shelves in Kitchen Base Cabinets
- Backsplash in Kitchen & baths
- Plumb for Washer
- Wire for Dryer

Windows

- Mini Blinds with Valances Throughout
- Egress Windows in Bedrooms
- Low E Energy Efficient Vinyl Windows

Walls and Ceilings

- 2 X 4 Sidewalls 2'x6"
- 90" Sidewalls
- Tape & Textured Cathedral Ceiling Throughout
- Tape & Textured Walls in All Dry Areas
- Tape & Textured Wall Ceiling Joints in All Dry Areas

Lighting

- Light at Each Exterior Door
- Strip Lights Over Beveled Mirrors in Baths
- All bedrooms shall have flushed mounted ceiling lights

Utilities

- Thermodynamically Engineered Electric Furnace
- Whole House Ventilation System
- 40 Gallon Electric Water Heater
- All Electric 200 Amp
- Copper Wiring
- Exterior Receptacle with GFI

- A. It is the responsibility of the successful bidder to assure that the complete unit arrives safely, without damage, and that the manufacturer's recommendations and Gig Harbor Public Works

requirements have been strictly adhered to while in contractor's possession and during transit.

- B. The vendor shall contact Gig Harbor Public Works for instructions prior to delivery.
- C. All equipment and components necessary for the operation and listed as standard equipment shall be supplied unless replaced by specific optional equipment as approved by the Gig Harbor Public Works.
- D. All equipment shall be new and unused, and of the manufacturer's current production model. The equipment shall have full dealer preparation and be ready for service when delivered.
- E. Brand names in this specification are to establish minimum specifications and quality. If another product is to be used by the vendor in meeting these specifications, it must be identified in writing. The City of Gig Harbor reserves the right to make final approval of any alternate product. If the alternative is not acceptable, the brand name product listed in the specification is to be used.
- F. All operating specifications are based on current SAE standards and shall be the basis for determining compliance with specified requirements.

QUOTATION PROPOSAL
FOR A NEW MANUFACTURED HOME,
26'6" X 40'0", APPROXIMATELY 1,060 SQUARE FEET

July 28, 2008

Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

This certifies that the Undersigned: has carefully examined the project site, and the contract documents, including the specifications, technical provisions, and general conditions for furnishing a NEW MANUFACTURED HOME FOR THE WASTEWATER TREATMENT PLANT WITH THE ABOVE DIMENSIONS; and the method by which payment will be made for said work. If the Undersigned is notified of the City's acceptance of this proposal within thirty (30) days of the time set for receipt of the price quotation proposals, the Undersigned agrees to: execute a contract with the City of Gig Harbor in the form of the City Contract; furnish the bid bond; and undertake and complete the work embraced in this project, all in accordance with the contract documents.

The Undersigned further agrees to accept as payment for said work the schedule of prices as set forth in the bid proposal below. This quotation proposal is submitted with the specific understanding that: the lump sum price includes all costs for labor, materials, tools, equipment, overhead, profit, and all applicable taxes, including delivery and set-up; and final payment will be based in accordance with the contract requirements.

August 12th 2008

Future Homes Of Bremerton

5620 Kitsap Way
Bremerton, WA 98312

Phone: 360-479-4663

Fax: 360-479-4630

RECEIVED

AUG 14 2008

CITY OF GIG HARBOR
OPER. & ENGINEERING

Future Homes of Bremerton would like to submit our bid for construction on a 26'x40' new manufactured homes for the city of Gig Harbor.

Home to be delivered and set up on a prepared site at 4216 Harborview Dr Gig Harbor.

Our bid of \$61,828.15 includes:

Delivery and set up on site.

Supply and installation of two 4'x6' decks and stairs with handrails.

Supply and installation of heat pump. Permits and electrical hook up of heat pump included.

Washington State sales tax.

Unit will be manufactured new for the city of Gig Harbor and as such a representative of the city will need to be available to select color of lino and interior and exterior from our available charts. Other items we are prepared to bid on, such as electrical hook up, gutters and downspouts and skirting for the home.

Thank you for this opportunity,



Dwane Henning

Exhibit B

20-8585627

Future Homes
5620 Kitsap Way
Bremerton, WA 98312
Phone: (360) 479-4663
Fax (360) 479-4630


From: DUPRE
ATTN: DARELL Date: 9/1/08
Pages: 6
Notes:

AS WELL AS THE STANDARD
1 YR WARRANTY.
HOME WILL HAVE ADDITIONAL 9 YRS
PROVIDED BY - 10-2-10 HOME BUYERS
WARRANTY.

100/100

01/24/2016 13:28 FAX

**LIMITED
WARRANTY
AND
WARRANTY
INFORMATION**



Liberty
HOMES, INC.

IMPORTANT

This folder contains your one-year Limited Warranty from LIBERTY HOMES for your new home. It also contains important warranty information that will assist you in obtaining warranty service should you ever need to do so. You should also consult your Homeowners manual for additional information.

1101 Eisenhower Drive North
Goshen, Indiana 46526
(674) 533-0431

002/008

01/24/2016 13:03 FAX

ACKNOWLEDGMENT

Each of the undersigned acknowledges receipt of the attached Limited Warranty given by LIBERTY HOMES.

I acknowledge that I have read the attached warranty and understand its contents. I agree to notify LIBERTY HOMES or the retailer in writing when requesting warranty service. I further understand that there will be no reimbursement from LIBERTY HOMES for work performed without written authorization from LIBERTY HOMES, in advance. I understand and acknowledge that except for the attached Limited Warranty, no employee, agent, retailer or other person has made any representation or guarantee to which I am entitled to rely.

SERIAL NO. _____

SIGNED

SIGNED

900/000

01/24/2015 13:03 FAX

IMPORTANT WARRANTY INFORMATION

LIBERTY HOMES, recognizes that the best customer is the one we already have. Please take time to read the Limited Warranty. It is designed to protect you from the possibility of faulty construction. By reading this warranty before buying your home, you will become a more informed consumer and will better understand your own responsibilities for the proper care and maintenance of your home.

GENERAL

Please note the distinction between the word "defects" as used in this warranty and "damage." LIBERTY HOMES is not responsible for, nor has control over damage caused by accident, misuse, failure to provide needed and necessary maintenance, or improper alteration, transportation or relocation, of your home. Therefore, damage for any reason is not covered under this warranty.

OWNER'S RESPONSIBILITIES

Important information regarding the transportation, installation and maintenance of your new home is addressed in the "SET UP INSTRUCTION MANUAL" and "HOMEOWNERS MANUAL" given to you with your home. You should read these manuals carefully. The owner is responsible for normal maintenance as described in the owner's manual. To avoid the need for unnecessary warranty claims, the following are some very important maintenance areas:

- **Roof.** Metal roof seams, joints and edges along the side and end walls should be coated at least once a year with a good quality roof coating. One inherent characteristic of a metal roof is to vibrate in proportion to wind velocity. LIBERTY'S design provides a continuous batten of fiberglass insulation between the metal roof and the top chord of the rafter. In addition to the resistance to heat loss factor, this design provides a noise insulation factor. Accordingly, mechanically fastening of the roof to the top chord of the rafter is not recommended. Keeping any gutter and down-spouts free of leaves and debris which might cause excessive overflow and keeping all roof areas free

of heavy accumulations of snow and ice are important homeowner maintenance responsibilities.

Failure to do so, or use of the roof for any activity or the attachment of any superstructure or addition, could result in damage which is not covered by your warranty. Make certain that outside ambient conditions are appropriate for the location at which your home will be installed.

- **Heating.** Refer to Manufacturer's Instructions. Routine maintenance such as lubrication and the replacement of filters (which are not covered by your warranty) are homeowner maintenance responsibilities. Your heating system has been installed in accordance with accepted heating practices and has been designed in accordance with appropriate engineering heat-loss factors to maintain a 70-degree temperature inside your home when outside wind speeds and temperatures are at design conditions as specified on the data plate. Your heating system combined with modern insulation techniques provides an extremely energy efficient method to control heat loss and produces a lower rate of air exchange. Accordingly, the ambient air within your home is more susceptible to accumulation of water vapor. When relative humidity levels are excessive, condensation will occur, and in extreme cases give the appearance of leaks. Condensation is a normal and natural occurrence and can be controlled by methods outlined in your owners manual. LIBERTY HOMES has no control over the conditions that cause excessive condensation within the home either externally ("Set Up Instruction Manual") or internally ("Owners Manual"). By reading these manuals, you will become better informed as to the causes and control of this condition. It is your responsibility to be certain that outside ambient conditions are appropriate for the location at which your home will be installed.

- **Plumbing.** Adjustments and normal maintenance items such as replacement of faucet washers and caulking are homeowner responsibilities, as is care in the proper use of bathroom fixtures. Failure of these items which occurs shortly after delivery of your home will be examined and, if defective, repaired, but normal adjustments and maintenance and damage, such as blockage of bathroom fixtures caused by the improper deposit of materials, are not covered by your warranty.

004/000

01/24/2015 13:03 FAX

• **Installation and Alterations.** It is most important that your new home be transported and installed in accordance with the requirements set forth in the "SET UP INSTRUCTION MANUAL" and that alterations or additions be entirely consistent with the specific design and structure of your home. Because these matters are beyond the control of LIBERTY HOMES, INC., any resulting damage is not the responsibility of LIBERTY HOMES, INC.

PLEASE INSPECT YOUR NEW HOME CAREFULLY.

Even in normal use, many items in a new home may become damaged; sometimes walls get nicked, counters chipped, and screens torn despite the efforts of the most careful homeowner. Because of this, and because your warranty covers defects, not damage, you are urged to inspect your new home carefully for the following items:

- Irregularities in the appearance of interior and exterior finished surfaces.
- Chipping of porcelain, tile, vitreous china and counter and vanity tops.
- Broken glass and mirrors.
- Torn or damaged screens, fabrics and/or storm windows, tile and carpet.
- Irregularities in appliance finishes.
- Loose screws, nuts, bolts and trim.
- Missing items.

Your new home will be carefully inspected before delivery to be sure that none of these items exist. Unless you notify LIBERTY HOMES or the retailer from whom your home was purchased, in writing, of your discovery of any of the foregoing items within 21 days after delivery of your new home, it may be deemed that the item is a result of damage, for which you are responsible.

ABOUT YOUR HOME

There is one condition that causes many homeowners needless alarm and irritation: All new homes go through a settling process. In settling, your home may develop small cracks, visible nail heads, expansion or contraction of materials in walls, floors, ceilings, doors, windows and other locations, and are to be expected. While we realize these items might cause momentary concern, they are easily remedied. Because this settling process is normal and expected, LIBERTY HOMES does not consider normal settlement deviations to be defects. Accordingly, new exterior doors

may temporarily warp during periods of rapid temperature changes and later return to shape. Some warpage of structural members, doors, countertops, vanities, as well as delamination of plywood, is not unusual. Such warpage is not considered the result of a defect in materials.

Stained wood used in cabinets, paneling, siding, doors and wood trim all have natural variations in wood grain and color. These are inherent characteristics which cannot be fully controlled. LIBERTY HOMES cannot assure a perfect color match when touch-up repairs are made on prefinished surfaces.

The warranty covering your home and the record of purchase cards are located in the Homeowner's Manual. It is important that you read the warranty thoroughly and completely and mail the warranty registration card located at the back of your owner's manual.

If you have purchased your home from a retailer, be sure the retailer has completed, filled out, and mailed the Warranty Registration card for you. If you acquire your home from someone who is not a retailer, you should fill out and send the self-addressed card to LIBERTY HOMES.

To obtain warranty service, please follow these listed steps:


1. Describe, in writing, any items or areas in which you feel defects may exist; should there be more than one, please list them all - it is both more efficient and convenient for you if our Service Representative can service all of your warranty claims in one visit.

2. Mail your written description, together with the brand name, serial number (which you will find on the data plate), and the appropriate date of purchase to:

Liberty Homes, Inc.
(Division Stamp)

0006/000

01/24/2015 13:04 FAX



Liberty Homes, Inc.
CORPORATE OFFICE
1101 Eisenhower Drive North
P.O. Box 35
Goshen, Indiana 46526

LIBERTY HOMES and the retailer from whom your home was purchased jointly share the desire to quickly respond to the terms of your warranty. You are encouraged to request warranty service directly from your retailer. LIBERTY HOMES accepts final accountability for fulfillment of all of its warranty obligations. For this reason, a copy of any request for warranty service should be sent to LIBERTY HOMES, INC. at the division where your home was produced.

In the unlikely event that you are not satisfied with the factory service, contact: Director of Consumer Services, LIBERTY HOMES, INC., P.O. Box 35, Goshen, Indiana, 46526, (574) 533-0431. The Director of Consumer Services will evaluate and respond to your complaint within seven (7) business days of receipt of your letter and, if there is disagreement between yourself and the dealer or factory, will mediate the dispute.

As a leader in the manufactured home industry, the challenge of providing reliability is greater for LIBERTY HOMES, INC. than for many of our competitors. It is understood that customer satisfaction is accomplished not so much in what we do, but in how we do it.

Thank you for selecting a LIBERTY HOME.

000/000

01/24/2015 13:04 FAX



Subject: WWTP Expansion Project – Peninsula Light Company Underground Electrical Line Extension Agreement

Proposed Council Action: Authorize the Mayor on behalf of the City Council to execute the Agreement with Peninsula Light Company for the Underground Electrical Line Extension Agreement for the WWTP Manufactured Home in the not-to-exceed amount of \$7,418.90.

Dept. Origin: Engineering Division

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

For Agenda of: September 8, 2008

Exhibits: Extension Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 9/3/08

Approved as to form by City Atty: DR 9/3/08

Approved by Finance Director: DR 9/3/08

Approved by Department Head: DR 9/3/08

Expenditure	Amount	Appropriation
Required \$7,418.90	Budgeted \$7,000,000.00	Required 0

INFORMATION / BACKGROUND

A component of the Wastewater Treatment Plant Expansion Project includes the demolition of the existing plant control and office building and providing a temporary new manufactured home during the plant improvements. In order to provide electrical power to the manufactured home, an underground electrical line extension needs to be constructed by Peninsula Light Company. This contract will provide payment to Peninsula Light Company for labor, equipment, and materials to provide the electrical power line extension to this manufactured home.

Per Dave Rodenbach’s conversation with the State Auditor’s office, pre-payment of this utility agreement is authorized.

FISCAL CONSIDERATION

The cost of this line extension agreement will be covered by our Sewer Capital Fund under Objective #2.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of the City Council to execute the Agreement with Peninsula Light Company for the Underground Electrical Line Extension Agreement for the WWTP Manufactured Home in the not-to-exceed amount of \$7,418.90.


Peninsula Light Co.
a mutual corporation

July 10, 2008

Darrell Winans
 City of Gig Harbor
 3510 Grandview St
 Gig Harbor WA 98335

RE: PRIMARY UNDERGROUND SINGLE PHASE LINE EXTENSION FOR 4216 HARBORVIEW DR,
 LONG TERM TEMPORARY SERVICE FOR WASTEWATER TREATMENT PLANT REBUILD
 PLC WO# 9160

Dear Mr. Winans

The construction costs to extend primary underground power to the above noted project are detailed as follows:

Material	\$ 2,502.48
Labor	\$ 3,825.87
City of Gig Harbor Permit	\$ 495.84
Engineering Fee	\$ 349.71
Perm. Connect Fee	\$ 245.00
Design Fee Paid	<\$ 0.00>
Total	\$ 7,418.90

The above costs are valid for 90 days from the date of this letter. It is our policy that all construction costs are to be paid prior to releasing the job to our Operations Department for scheduling. Please note that installation of the electrical service metering equipment beyond the transformer is not included in the above costs. This work must be performed by the licensed electrician of your choice and at your additional expense.

I have enclosed a "Terms and Conditions for Projects" sheet. Please review, sign and return this along with your payment.

I have also enclosed a copy of PLC's trenching policies and requirements. Please review, sign and return the signature page to our office.

I have forwarded a copy of the power line design to:

CenturyTel Jamie McCord Engineer 8102 Skansie Avenue Gig Harbor, WA 98335 Office 253-851-1259	Comcast Cable TV Aaron Cantrel Engineering/Construction Coord. Office 253-864-4281
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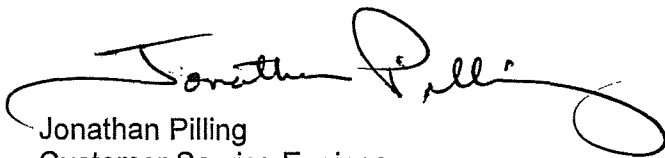
Please contact Ms. McCord and Mr. Cantrel as they may have additional design requirements and/or costs.

PLC will not require a utility easement for this project at this time due to the "long term temporary" nature of the project. If, however, PLC's cable and equipment are to remain on the site for a period of longer than three years, PLC will require the city to grant a utility easement to PLC for this installation on the standard PLC easement document.

A review of the "Construction Notes" on the enclosed job print will provide additional details regarding your project. If you anticipate any problems with the power design or have any questions concerning the process, please contact me. My office phone number is (253) 857-1539.

I am looking forward to continue working with you on this project.

Respectfully,

A handwritten signature in black ink that reads "Jonathan Pilling". The signature is fluid and cursive, with a large loop at the end of the name.

Jonathan Pilling
Customer Service Engineer
E-mail: jonathanp@penlite.org

/jp
Enclosures

Peninsula Light Co.

a mutual corporation

Terms and Conditions for Projects

Date: 07/10/08

Pilot Order #: 9160

Costs: \$ 7,418.90

Peninsula Light Company (PLC) of Pierce County, Washington, upon payment of the costs stated above, will install the necessary electric distribution system or provide the required electric service to the above stated project, all in accordance with PLC's current Line Extension Policy. As a condition for obtaining the required services, the Developer agrees to follow all the requirements of PLC's Line Extension Policy and also to the following:

1. The Developer shall comply with all terms and conditions of PLC's current Trenching Policy, Requirements and Specifications (PLC Form #163).
2. PLC will not require a utility easement for this project at this time due to the "long term temporary" nature of the project. If, however, PLC's cable and equipment are to remain on the site for a period of longer than three years, PLC will require the city to grant a utility easement to PLC for this installation on the standard PLC easement document.
3. All material and equipment installed shall remain the property of PLC.
4. The costs shown above are valid for 90 days past the date prepared. The Construction Cost Estimate Fee may be applied toward the project costs if the full amount shown is paid within the 90-day period.
5. PLC will grant an additional 90 days from the date costs are paid to acquire a schedule date to begin construction. However, if the start of the project is delayed for any reason past 90 days from the date payment is received, PLC may, at its discretion, recalculate the project costs and collect from and/or refund to the Developer any costs differences. **If the start of the project is delayed for any reason past one year from the date payment is received, PLC will consider the project expired and all fees paid in advance may be forfeited.**
6. PLC will complete this project when, at its discretion, the required materials, personnel, and equipment are available. The Developer shall have no claim for special or incidental damages based on the final completion date of the project.

Paid this _____ day of _____, _____.

Developer/Property Owner

PLC Construction Costs/Connection Fees Consent Agenda - 10

Note: Fill in the white boxes only

Invoice # 9160.1 WO# 9160

Name: CITY OF GIG HARBOR
 Mailing: 3510 GRANDVIEW ST GIG HARBOR WA 98335
 Job Location: 4216 HARBORVIEW DR WW PLNT GIG HARBOR 98335

Type of Job: PMLN PML-7YR RPL-7YR RPL-7YRC PLC SEC OTHER

Civil Work: (107.20)			
Labor	Contractor Costs (from bid sheet)		\$ 1,179.10
	Additional Mobilization Fees		\$ -
	Sales tax @ 8.4%		\$ 99.04
	Total Labor - Civil Work		\$ 1,278.14
Material	PLC (from Sys 36)	\$ 525.41	
	Total Material - Civil Work		\$ 525.41

Electrical Work: (107.20)			
Labor	PLC (from Sys 36)	\$ 2,547.73	
Material	PLC (from Sys 36)	\$ 1,977.07	
	Total Labor & Material - Electrical Work		\$ 4,524.80

Permit Fees: (107.20)			
	# of Class "B" County Permits		\$ -
	# of Class "C" County Permits		\$ -
	City of Gig Harbor Permit		\$ 495.84
	State of Wa Permit		\$ -
	Total Permit Fees		\$ 495.84

Other Fees: (107.20)			
	USI / Inspection		\$ -
Other: (explain)			\$ -
	Total Other Fees		\$ -

Line Extension Cost \$ 6,824.19 **

Engineering Fees: (107.20)			
	PLC Engineering (5.2%)		\$ 349.71

Subtotal \$ 7,173.90

Design Fee (enter - if credit) \$ -

Connection Fees:					
Electric	# of Temporary Connections		\$ -	Enter GL #	
	# of Permanent Connections	1	\$ 245.00	Enter GL #	08-00230
	# of Trip Fee(s)		\$ -	Enter GL #	
	# of Risers		\$ -		
					\$ 245.00
Water	Meter Installation Fee		\$ -		
	Material		\$ -		
	Labor		\$ -		\$ -

Repayment Fees: (107.20) (Attach Repayment Sheet) \$ -

Membership Fee: (200.100.10) # of Memberships Account # \$ -

Other-explain: _____ \$ -

Total \$ 7,418.90

Paid By: _____ Check # _____ Date Paid: _____ \$ Paid _____

Balance Due \$ 7,418.90

Date Prepared: 07/10/08 Prepared By: Jon Pilling

** Any line extension requires customer to sign additional forms.



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

Subject: Skate Park Play Structure – Purchase Authorization

Proposed Council Action: Authorize the Purchase of a Rotating Mini-Net with Deck for the Skate Park from Cascade Recreation, Inc. for their Price Quotation of \$12,926.70, including sales tax and freight.

Dept. Origin: Public Works - Operations

Prepared by: David Stubchaer
Public Works Director

For Agenda of: September 8, 2008

Exhibits: Quotes and Specifications

	Initial & Date
Concurred by Mayor:	
Approved by City Administrator:	<u>ROK 9/3/08</u>
Approved as to form by City Atty:	
Approved by Finance Director:	<u>DP 9/3/08</u>
Approved by Department Head:	<u>DS 9/2/08</u>

Expenditure	Amount	Appropriation
Required \$12,926.70	Budgeted \$20,000.00	Required \$0

INFORMATION / BACKGROUND

The 2008 Parks Development Fund provides \$20,000 for the purchase of an additional play structure to be installed in the Skate Park children's area.

Three price quotations were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The following quotes were received:

- Cascade Recreation (Model ERN820D) \$12,926.70, including sales tax & freight
- Sitelines \$13,159.76, including sales tax & freight
- Memos Landscaping & Construction \$14,732.00, including sales tax & freight

Model ERN820D which uses an interchangeable cross joint was preferred by the City Field Supervisor. This provides the advantage of only having to replace individual cable ropes if they become damaged as opposed to having to replace the entire net.

FISCAL CONSIDERATION

The material cost is within the \$20,000 that was anticipated in the adopted 2008 budget and as identified under Parks Development Fund, Objective No. 13. The installation will be provided by City Maintenance Staff.

BOARD OR COMMITTEE RECOMMENDATION

Play structure and location in Skate Park was reviewed and approved by the Parks Commission on August 6, 2008.

RECOMMENDATION / MOTION

Move to: Authorize the Purchase of a Rotating Mini-Net with Deck for the Skate Park from Cascade Recreation, Inc. for their Price Quotation of \$12,926.70, including sales tax and freight.

QUOTATION



PO Box 64769
 University Place, WA 98464
 (253) 566-1320 (888) 280-8010
 (253) 566-1170 Fax
 E-mail: info@cascaderec.com
www.cascaderec.com

Date: 7/30/2008
 Terms: net-20 days
 Delivery: 6-8 wks aro
 Prices Quoted Are FOB: gig harbor, wa

TO: Gig Harbor, City of
 Terri Reed
 3510 Grandview St
 Gig Harbor, WA 98335

RE: Skate Park Play Equipment

Page: 1 of 1

We are pleased to quote the following:

Quantity	Description	Price	Total
1 ea	Elephant Play ERN820D Rotating Mini-Net with deck using the Interchangeable Cross Joint. (unique to elephant play) 10% discount		\$11,700.00 -1,170.00
	<u>OR</u>		
1 ea	Elephant Play ERN820D-C Rotating Mini-Net with deck using the Crimped Cross Joint. (similar to what the competition uses) 10% discount		\$10,000.00 -1,000.00

Freight for either structure shipping to Gig Harbor 1,395.00
 *Due to fuel surcharges, actual freight cost may vary at the time of shipment.

SALES TAX WILL BE ADDED TO THE FINAL COST.

Certificates of Additional Insured are \$200.00 Additional Fee.

NOTE: RESILIENT SURFACING MATERIAL IS REQUIRED UNDER ALL PLAYGROUND EQUIPMENT. CONSULT MANUFACTURER'S CATALOGS AND INSTALLATION MANUALS OR CONSUMER PRODUCTS SAFETY COMMISSION GUIDELINES. ABOVE PRICES DO NOT INCLUDE SURFACING, BORDER, INSTALLATION, OR SALES TAX UNLESS SPECIFICALLY STATED.

PRICES VALID FOR 30 DAYS UNLESS OTHERWISE NOTED

BY _____
 BRETT OLIVER - PRESIDENT

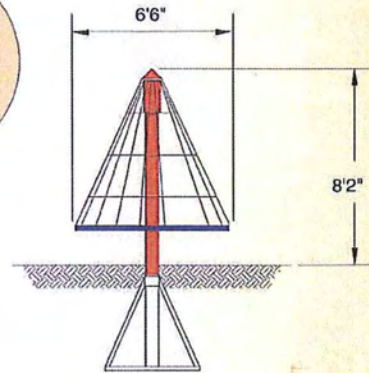
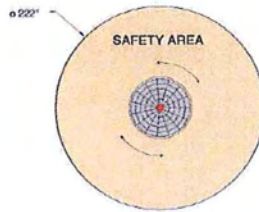
ACCEPTANCE OF PROPOSAL AND AND TERMS AND CONDITIONS OF SALE:	
_____ SIGNATURE	_____ TITLE
_____ DATE	_____ PO# IF APPLICABLE

Rotating Net

1200

This 2m (6.5ft) rocket shaped ride is made of a comfortable anti-skid floor where kids can sit and safely climb.

Capacity: 10 children
Age: 2 to 6 years old



Climbing

Rotating



Subject: WWTP Selector Wall Demolition Contract Authorization

Proposed Council Action: Authorize the award and execution of the contract for the WWTP Selector Wall Demolition to Rick'R-Stout for their bid quotation in the amount of \$69,227.49, including tax.

Dept. Origin: Wastewater Treatment Plant

Prepared by: Darrell Winans
WWTP Supervisor

For Agenda of: September 8, 2008

Exhibits: Construction Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 9/3/08

Approved as to form by City Atty:

Approved by Finance Director: DR 9/3/08

Approved by Department Head: AD 9/3/08

Expenditure Required	\$69,227.49	Amount Budgeted	\$7,000,000.00	Appropriation Required	\$
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INFORMATION / BACKGROUND

A component of the Wastewater Treatment Plant Expansion Project provides for the Selector Wall Demolition. This demolition is necessary to provide extra process flexibility, improved hydraulic flow and added capacity.

In accordance with the City's Small Works Roster Process (Resolution No. 592), five potential contractors were contacted for price quotations. Two contractors responded with the following price quotation proposals:

- Nuprecon Withdrew bid due to mathematical error
- Rick'R-Stout \$69,227.49 (including sales tax)

Nuprecon Inc. made a significant error in calculating their final bid which they submitted. It was obvious at the time of bid opening that the bid was well below the engineer's estimate of \$50,000 - \$60,000. On this small size of a project, there is no room to absorb that kind of error in calculations. Before informing them that they were the successful low bidder, I inquired as to whether they had received all documents. After inquiring about the bid validity, they wanted to review their numbers. After review, they found that they had made a substantial error in the final calculations of their bid. In good faith they tried to work with the bid to see if they could do the job at cost or small loss. They returned with a request to withdraw their bid, stating that completing the job at bid price would be a substantial loss to their company.

I would request that since dry weather flows are nearing their end, we accept the bid from Rick'R-Stout and proceed. If we must go out to bid again, we will have to postpone the project until August of 2009 because of the potential for numerous violations of the NPDES permit. We will struggle to maintain compliance during this operation if we proceed as planned. A 3-4 week delay will certainly push us out of compliance with anticipated fall rains. We also need to have this project completed prior to the beginning of construction for Phase 1 of the WWTP expansion.

FISCAL CONSIDERATION

The cost of this selector wall demolition is necessary and is covered in our Sewer Capital Fund under Objective #2.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the WWTP Selector Wall Demolition to Rick'R-Stout for their bid quotation in the amount of \$69,227.49, including tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND RICK'R-STOUT CONSTRUCTION**

THIS AGREEMENT, is made this _____ day of _____, 2008, by and between the City of Gig Harbor (hereinafter the "City"), and Rick'R-Stout Construction, a Washington partnership, located and doing business at 9927 Jayhawk Ln., SW, Olympia, WA 98512, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary remove the existing selector wall concrete structure located at the City's Wastewater Treatment Plant, 4212 Harborview Drive, Gig Harbor, WA and completely clean up jobsite. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Sixty-Nine Thousand, Two Hundred Twenty-Seven and Forty-Nine Cents (\$69,227.49), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and

P:\DATA\CONTRACTS & AGREEMENTS (Standard)\2008 Contracts\Construction Services-Rick'R-Stout Construction-WWTP

Selector Wall Demo 9-8-08.doc

Rev: September 3, 2008

CAM48197.1AGR/00008.900000

entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement within 30-calendar days beginning on the first calendar day following the date the City executes the Notice to Proceed. Once physical work commences, it must be completed within 7-calendar days. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Bid Bond and Performance Bond. All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the contract documents, the bid proposal deposit shall be forfeited to the City of Gig Harbor.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

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

IX. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Contractor'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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor 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

- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.
- D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor'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 Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

XII. City's Right of Supervision. Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Rick'R Stout Construction will warranty the labor and installation of materials for a one (1) year warranty period.

XV. 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 Contractor.

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of 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.

XVIII. 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.

XIX. Resolution of Disputes. 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, and the City shall determine the term or provisions' true intent or meaning. The City 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce

Consent Agenda - 12

County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

RICK'R STOUT CONSTRUCTION

THE CITY OF GIG HARBOR

By: Dean Ricker
Its Principal

By: _____
Its Mayor

Notices should be sent to:

Rick'R-Stout Attn: Dean Ricker, Principal 9927 Jayhawk Ln., SW Olympia, WA 98512 (360) 352-3282	City of Gig Harbor Attn: Darrell Winans, Supervisor Wastewater Treatment Plant 4216 Harborview Dr. Gig Harbor, Washington 98335 (253) 377-6144
---	---

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, 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: _____

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

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

I certify that I know or have satisfactory evidence that _____ 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

Aug 29 08 08:35a

Darrell Winans

253-858-5027

p.2

BID FORM

**GIG HARBOR WASTEWATER TREATMENT PLANT
SELECTOR WALL DEMOLITION
REQUEST FOR PROPOSALS**

TO: City of Gig Harbor
4416 Harborview Dr.
Gig Harbor, Washington 98335

CONTACT: Darrell Winans, Supervisor, WWTP - phone: 253-377-6144; fax: 253-858-5027

A. Pursuant to and in compliance with your Request For Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein proposed, being aware of the local conditions affecting the performance of the items proposed, having familiarized himself with the applicable Bid Specifications, hereby proposes and agrees to furnish the proposed equipment, and to furnish any and all of the labor, materials, tools, expendable equipment and all transportation services necessary to remove existing Wastewater Treatment Plant Concrete Selector Walls as described herein.

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
1.	1 LS	Saw cut, removal, transport and disposal of all materials related to the demolition of selector walls in Aeration Basin #2 as specified herein		
			Per Lump Sum	\$ <u>63,863⁰⁰</u> \$ <u>63,863⁰⁰</u>
		<i>Words: Sixty three thousand</i>		
		<i>Eight hundred sixty three and 00/100</i>		
		SUBTOTAL (Sum of Item 1)	\$	
		WA State Sales Tax (8.4%)		\$ <u>5,364⁴⁹</u>
		TOTAL BID AMOUNT		\$ <u>69,227⁴⁹</u>
		Total Bid Amount in Words		<i>Sixty Nine thousand two hundred</i>
				<i>twenty seven and 49/100</i>

City of Gig Harbor
Wastewater Treatment Plant
Selector Wall Demolition

- B. The above stated bid includes all use, compensating fees and other taxes. The Contractor agrees to pay all applicable Federal sales tax and use taxes for the work contemplated herein, and appropriate allowances for these expenses are included in the process quoted. **Washington State Sales Tax shall be applied on the Total Bid Amount in accordance with Washington State lump sum public works contracting requirements.**
- C. Receipt of the following Addenda to the Proposal Specifications is hereby acknowledged.

<u>Addendum No.</u>	<u>Date of Receipt of Addendum</u>	<u>Signed Acknowledgment</u>
NONE RECEIVED		

(Note: Failure to acknowledge receipt of the addenda shall make the bid non-responsive.)

- D. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below:

Date: 8/25/2008

Signature: Dean Ricker

Printed Name: DEAN RICKER

Company Name: RICK'R - STOUT CONST

Address: 9927 JAYHAWK LN. S.W.
OLYMPIA WA. 98512

Phone: 360-352-3282

Fax: SAME

Email: LORIE@WILDBLUE.NET

City of Gig Harbor
Wastewater Treatment Plant
Selector Wall Demolition

PROPOSAL SIGNATURE

The name of the respondent submitting this proposal, and with whom the Contract will be executed in case the award is made to the respondent, is:

RICK'R- STOUT CONST. doing business at

9927 JAYHAWK LN. S.W. OLYMPIA WA. 98512

Street/ P.O. Box City State Zip

(Telephone No.: (360) 352-3282)

which is the address to which all communications concerned with this proposal and with the Contract should be sent.

The names of the president, treasurer and manager of the responding corporation, or of all the persons interested in this proposal as partners or principles, are as follows:

Name	Address
<u>DEAN RICKER</u> <u>PARTNER</u>	<u>SEE ABOVE</u>
<u>NATHAN STOUT</u> <u>PARTNER</u>	

In Witness Hereto, the Undersigned has set his/ her hand this 25th of AUGUST 2008.

Dean Ricker

Signature of Corporate Officer/Partner/Principal

Title CO-OWNER

Company Name

State of Washington Contractor License No.:

RICKRSCO07D7

RICK'R- STOUT CONST.

City of Gig Harbor
Wastewater Treatment Plant
Selector Wall Demolition



Subject: Public Works Pavement Markings on City Streets Construction Services Contract.

Proposed Council Action: Authorize the award and execution of the contract for the 2008 Pavement Markings to Road Runner Striping, Inc. for their bid quotation in the amount of \$62,312.24.

Dept. Origin: Public Works - Operations

Prepared by: David Stubchaer, P.E.
Public Works Director

For Agenda of: September 8, 2008

Exhibits: Construction Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RSK 9/3/08

Approved as to form by City Atty: RL 9/3/08

Approved by Finance Director: RS 9/3/08

Approved by Department Head: RS 9/3/08

Expenditure Required	\$62,312.24	Amount Budgeted	\$45,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The 2008 Street Operating budget provides for the installation and re-painting of pavement markings on City streets.

In accordance with the City's Small Works Roster Process (Resolution No. 750), three potential contractors were contacted for price quotations. All three contractors responded with the following price quotation proposals:

- Road Runner Striping, Inc. \$62,312.24
- Stripe Rite Inc. \$70,339.76
- Apply-A-Line, Inc. \$81,818.18

FISCAL CONSIDERATION

This work exceeds the \$45,000 budget that was anticipated in the adopted 2008 Budget, identified under the Street Operating Fund, Objective No. 4 (Pavement Markings). However, sufficient funds are available in the Street Operating Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the 2008 Pavement Markings to Road Runner Striping, Inc. for their bid quotation in the amount of \$62,312.24.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND ROAD RUNNER STRIPING, INC.**

THIS AGREEMENT, is made this _____ day of _____, 2008, by and between the City of Gig Harbor (hereinafter the "City"), and Road Runner Striping, Inc. a Washington corporation, located and doing business at 10611 Canyon Road E. Suite 122, Puyallup, WA 98373 (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workmanlike manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to complete the pavement markings on City streets in full compliance with the contract documents entitled "Pavement Markings on City Streets Summer 2008." The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Sixty Two Thousand Three Hundred Twelve Dollars and Twenty-Four Cents (\$62,312.24), not including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and

unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before October 31, 2008. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

VII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person

origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VIII. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Contractor'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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

IX. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor 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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.

- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor'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 Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

X. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

XI. City's Right of Supervision. Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIII. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Road Runner Striping, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

XIV. 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 Contractor.

XV. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVI. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of 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.

XVII. 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.

XVIII. Resolution of Disputes. 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, and the City shall determine the term or provisions' true intent or meaning. The City 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.
)

I certify that I know or have satisfactory evidence that Eben Erickson 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 Road Runner Striping to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9-3-08



Julie A. O'Neill
Notary Public in and for the
State of Washington,
Residing at Eatonville
My appointment expires: 12-14-2011

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

I certify that I know or have satisfactory evidence that _____ 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

Mayor and City Council: Price Quotation Proposal
 - Pavement Markings On City Streets Summer 2008
 August 22, 2008
 Page 2 of 3

Price Quotation Proposal - Schedule of Prices:

ITEM NO.	ITEM DESCRIPTION	QUANTITY (APPROX.)	UNIT PRICE	TOTAL
1	REMOVE PAINT LINE (FT.)	1,500	\$.40 per L.F.	\$ 600.00
2	SKIP CENTER STRIPE (FT.)	22,590	\$.07 per L.F.	\$ 1,581.30
3	DOUBLE YELLOW CENTER STRIPE (FT.)	88,385	\$.12 per L.F.	\$ 10,606.20
4	EDGE STRIPE (FT.)	142,462	\$.07 per L.F.	\$ 9,972.34
6	DOTTED EXTENSION STRIPE (FT.)	250	\$.08 per L.F.	\$ 20.00
6	GORE STRIPE (FT.)	4,615	\$.12 per L.F.	\$ 553.80
7	GORE STRIPE (TYPE D - LIQUID COLD APPLIED METHYL METHACRYLATE) (FT.)	1,100	\$ 3.50 per L.F.	\$ 3,850.00
8	DOTTED GORE STRIPE (FT.)	710	\$.08 per L.F.	\$ 56.80
9	LANE STRIPE (FT.)	8,430	\$.06 per L.F.	\$ 505.80
10	NO-PASS STRIPE (FT.)	4,685	\$.11 per L.F.	\$ 515.35
11	2- WAY LEFT TURN STRIPE (FT.)	18,570	\$.09 per L.F.	\$ 1,671.30
12	BICYCLE LANE STRIPE (FT.)	26,715	\$.09 per L.F.	\$ 2,404.35
13	TYPE D - LIQUID COLD APPLIED METHYL METHACRYLATE CROSSWALK STRIPE (12" WIDE)	1,500	\$ 5.75 per S.F.	\$ 8,625.00
14	REMOVING PLASTIC CROSSWALK STRIPE	1,500	\$ 1.00 per S.F.	\$ 1,500.00
	LIQUID COLD APPLIED METHYL METHACRYLATE			
15	4" STRIPE	1,200	\$ 1.25 per L.F.	\$ 1,500.00
16	8" STRIPE	2,000	\$ 2.50 per L.F.	\$ 5,000.00
17	TRAFFIC ARROWS	66	145.00	\$ 9,570.00
18	"ONLY" LETTERS	27 sets	140.00	\$ 3,780.00
TOTAL				\$ 62,312.24

TOTAL: *Sixty Two Thousand Three Hundred Twelve* dollars and *24* cents.

P:\DATA\City Projects\Projects\Pavement Markings\2008 Pavement Markings\Proposal-2008.rtf

Mayor and City Council: Price Quotation Proposal
- Pavement Markings On City Streets Summer 2008
August 22, 2008
Page 3 of 3

Receipt of Addenda ____, ____, and ____ are hereby acknowledged. None

The name of the respondent submitting this proposal, and with whom the Contract will be executed in case the award is made to the respondent, is:

Road Runner Striping Inc., Eben Erickson doing business at

10611 Canyon Rd E #122, Puyallup WA 98373
Street/P.O. Box City State Zip

(Telephone No.: (253) 535 - 5153)

which is the address to which all communications concerned with this proposal and with the Contract should be sent.

The names of the president, treasurer and manager of the responding corporation, or of all persons interested in this proposal as partners or principals, are as follows:

Name	Address
<u>Eben Erickson</u>	<u>10611 Canyon Rd E #122, Puyallup WA 98373.</u>
_____	_____
_____	_____
_____	_____

In Witness Hereto, the Undersigned has set his/her hand this 28 day of August.

<u>Eben Erickson</u>	<u>President</u>
Signature of Corporate Officer/Partner/Principal	TITLE

State of Washington Contractor License No.: ROADRST10216DZ

State of Incorporation: Washington

P:\DATA\City Projects\Projects\Pavement Markings\2008 Pavement Markings\Proposal-2008.rtf



Subject: Cushman Trail
Easement Agreement

Proposed Council Action: Approve the
Easement Agreement between City of Gig
Harbor and Tacoma Power for the Cushman
Trail Phase II Project.

Dept. Origin: Public Works - Operations

Prepared by: David Stubchaer, P.E.
Public Works Director

For Agenda of: September 8, 2008

Exhibits: Easement Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 9/8/08

Approved as to form by City Atty: [Signature]

Approved by Finance Director: N/A

Approved by Department Head: [Signature] 9/2/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: 0, 0, 0.

INTRODUCTION/BACKGROUND

A condition of the permit between Tacoma Public Utilities (TPU), Pierce County and Gig Harbor for installation, construction and maintenance of the Cushman Trail, is to provide access rights for TPU vehicles when the trail leaves the TPU right of way. Referenced in 4.b. of the Special Conditions/Additional Provisions section of Addendum No. 4, "At all points where the Phase II trail system exits the premises, Pierce County Parks and Recreation shall acquire access rights sufficient to allow TPU vehicles to access the trail and utilize same for access to TPU transmission line facilities locate thereon."

This condition exists on a small section of the new trail where the trail leaves TPU's right-of-way as it goes through Wilkinson Farm Park. This portion of the trail had to be diverted from the right-of-way due to grade issues and to keep the trail from being too steep. This easement agreement would allow TPU access through the City right-of-way.

This is the only section in Phase II of the trail where it leaves TPU's right of way and goes through property owned by the City of Gig Harbor.

FISCAL CONSIDERATIONS

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Easement Agreement between City of Gig Harbor and Tacoma Power for the Cushman Trail Phase II Project.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

1. Easement Agreement

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

1. City of Gig Harbor

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

1. City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)

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

Section 07, Township 21, Range 02, Quarter 11

Assessor's Property Tax Parcel or Account Number: 0221071067 & 0221071009

Reference Number(s) of Documents assigned or released: _____

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "Grantor" herein) as the Owner of the property described herein, and the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), hereinafter referred to as "Tacoma Power" and/or "Grantee,":

WITNESSETH:

WHEREAS, Grantor owns a fee simple in the real property, commonly known as 4118 Rosedale, Gig Harbor, Washington 98335, and legally described as follows (the "Property" herein):

Lots 2 and 3, Gig Harbor Abandoned Military Reserve, Section 7, Township 21 North, Range 2 East, W.M., Pierce County, Washington. Excepting Carrs Inlet Gig Harbor Road on the north. Also Excepting a strip of land appropriated by the City of Tacoma for transmission line in Pierce County Superior Court Case No. 51234.

WHEREAS, the Grantee desires an easement for the purpose of receiving access rights sufficient to allow Tacoma Power vehicles to access the trail and utilize same for access to Tacoma Power transmission line facilities located thereon.

NOW, THEREFORE, the parties hereto agree as follows:

In consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Grantor hereby convey and warrant to the Grantee, a nonexclusive easement, under, over, through and across the Property, for the purpose of receiving access rights sufficient to allow Tacoma Power vehicles to access the trail and utilize same for access to Tacoma Power transmission line facilities located thereon, which easement (the "Easement" herein) is shown on the map in **EXHIBIT A** and legally described as follows:

EASEMENT DESCRIPTION FOR PARCEL(S) 0221071067 & 0221071009 - That portion of Lots 2 and 3 of the Plat of the Gig Harbor Abandoned Military Reserve, Section 7, Township 21 North, Range 2 East, W.M., Pierce County, Washington more particularly described as follows: Commencing at the Northeast Corner of Section 7, Township 22 North, Range 2 East, W.M., Pierce County, Washington; thence South 88°46'32" West along the North line of said subdivision 1324.49 feet to the Northwest Corner of said Lot 3; thence South 02°46'58" West along the West line of said subdivision 484.93 feet to the Westerly margin of the Cushman Transmission Line and the True Point of Beginning; thence continuing South 02°46'58" West along said West line 449.94 feet; thence South 45°26'04" East 478.34 feet to said Westerly margin; thence North 22°06'37" West along said Westerly margin 847.39 feet to the True Point of Beginning.

This Easement shall be subject to the terms and conditions provided in Addendum No. 5 to City of Tacoma Department of Public Utilities Permit No. 1417, dated May 2, 1996 and recorded under Auditor's File No. 9606250419, records of Pierce County, Washington.

Executed this _____ day of _____, 2008.

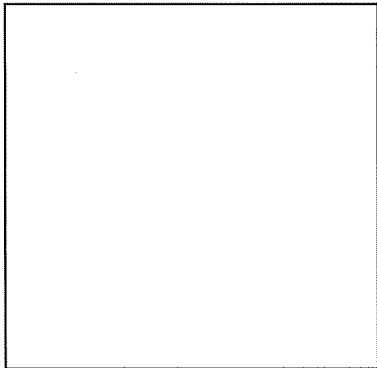
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

By: _____
William A. Gaines, Director

On this _____ day of _____, 2008, before me personally appeared William A. Gaines, to me known to be the Director of the City of Tacoma, Department of Public Utilities, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Tacoma for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Place Notary Seal in Box



Notary Public in and for the
State of Washington

Residing in _____

My Commission Expires _____

Accepted:

Gary Armfield,
Tacoma Power Superintendent

Form Approved:

City of Tacoma Assistant Attorney

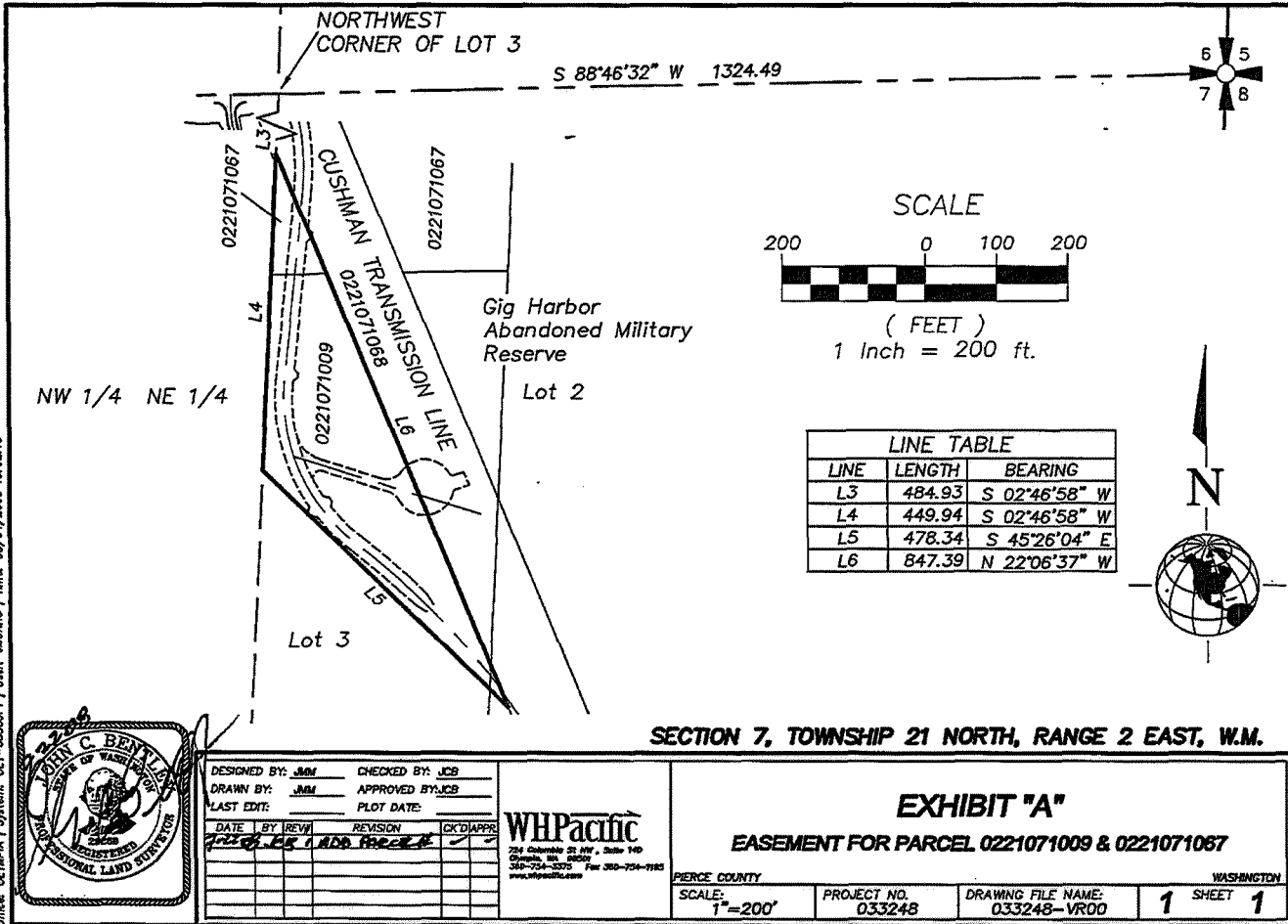
Reviewed:

Tom Anderson, Tacoma Power
Transmission and Distribution Supervisor

Reviewed:

City of Tacoma Chief Surveyor

Office: C:\WP\A | System: C:\CASSFT | User: JMMRD | Time: 03/04/2008 10:02:16



DESIGNED BY: JMM	CHECKED BY: JCB			
DRAWN BY: JMM	APPROVED BY: JCB			
LAST EDIT:	PLOT DATE:			
DATE	BY	REVISION	CK'D	APP'R

WHPacific
 724 Columbia St NW, Suite 140
 Olympia, WA 98501
 360-754-3375 Fax 360-754-7185
 www.whpacific.com

EXHIBIT "A"

EASEMENT FOR PARCEL 0221071009 & 0221071067

PIERCE COUNTY WASHINGTON

SCALE: 1"=200'	PROJECT NO. 033248	DRAWING FILE NAME: 033248-VR00	1 SHEET 1
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EXHIBIT A



Subject: Third Reading of an Ordinance
Temporary Sewage Storage Tanks

Proposed Council Action: Approve the
Ordinance as presented at this
Third Reading.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: September 8, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: REK 9/3/08

Approved as to form by City Atty: _____

Approved by Finance Director: JL 9/3/08

Approved by Department Head: _____

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

INFORMATION / BACKGROUND

As a result of what is being commonly referred to as the “de factor seer moratorium,” an alternative that would allow temporary sewage holding tanks is proposed in the attached ordinance. This proposal would allow developments to move forward through permitting and even construction during this temporary period of no sewer system capacity for new developments. Certain conditions and restrictions are included in the ordinance, such as requiring the development to connect to the sewer system as soon as sewer capacity becomes available (and penalties for not doing so), storage tank pumping requirements, etc.

The ordinance provided for this third reading denotes changes in the text between the second and third readings. Changes are shown using underline for new text and strikethrough for deleted text.

A SEPA determination of non-significance was issued for this proposed ordinance on July 28, 2008 and the SEPA appeal ended on August 20, 2008. No appeals were made to this determination. Therefore staff anticipates this reading to be the final reading for this proposed ordinance

FISCAL CONSIDERATION

Staff time would be required to permit and inspect any potential tanks that would get built, and corresponding fees would be adopted to offset these costs. Given that the completion of the wastewater treatment plant expansion and resulting added capacity is less than two years away, it is doubtful that a significant number of these tanks will ever be installed.

BOARD OR COMMITTEE RECOMMENDATION

The Operations Committee did not recommend approval of Mr. Freeman's proposal but did recommend that it move forward for full Council discussion. At the April 28, 2008 City Council Meeting, the City Council directed staff to draft and bring back a sewage holding tank ordinance for Council consideration.

RECOMMENDATION / MOTION

Move to: Third Reading: Consider an ordinance to allow temporary sewage holding tanks.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWAGE DISPOSAL, ALLOWING THE INSTALLATION AND USE OF TEMPORARY ON-SITE SEWAGE STORAGE TANKS AS A TEMPORARY SEWAGE DISPOSAL ALTERNATIVE FOR NEW CONSTRUCTION WHICH HAS BEEN DENIED A SEWER CONCURRENCY CERTIFICATE AFTER July 1, 2007 THROUGH May 31, 2010, ONLY FOR THE PERIOD DURING THE CITY CONSTRUCTION OF PHASE I OF THE NECESSARY IMPROVEMENTS TO THE WASTE WATER TREATMENT PLANT, ESTABLISHING A REQUIREMENT FOR PROPERTY OWNERS WITH SUCH SYSTEMS TO PHYSICALLY CONNECT TO THE CITY'S SEWER SYSTEM WITHIN 90 DAYS OF THE DATE THE CITY ANNOUNCES THAT SEWER CONCURRENCY IS AVAILABLE, REQUIRING THAT NOTICE BE RECORDED AGAINST THE PROPERTY TO INFORM SUBSEQUENT PURCHASERS OF THEIR OBLIGATIONS UNDER THIS ORDINANCE, AND ADDING A NEW SECTION 13.28.105 TO THE GIG HARBOR MUNICIPAL CODE; REPEALING SECTION 13.28.260.

WHEREAS, the City has adopted a concurrency ordinance for water, sewer and transportation; and

WHEREAS, the City's concurrency ordinance allows for the administrative denial of any application for a water, sewer or concurrency certificate, if there is no available capacity; and

WHEREAS, the City's engineering consultants, the Cosmopolitan Engineering Group Inc., issued a memo dated June 8, 2007, on the status of the City's Waste Water Treatment Plant, stating that the WWTP is at its maximum capacity for the maximum month and peak day flows; and

WHEREAS, a Technical Memorandum was prepared, submitted and approved by the Department of Ecology (DOE) on September 23, 2007, which summarized the current WWTP deficiencies and provided an outline of the necessary plant improvements; and

WHEREAS, the lack of capacity prevents the City from approving and reserving sewer concurrency certificates for certain comprehensive plan amendments, project permit applications or utility extension agreements; and

WHEREAS, the City is currently working on the necessary improvements to the WWTP that will provide more operational capacity; and

WHEREAS, completion of the improvements that will provide additional capacity is scheduled for early 2010, but the City cannot predict the exact date that additional capacity will be available; and

WHEREAS, the Tacoma-Pierce County Health Department allows for on-site sewage storage tanks (holding tanks) in limited circumstances; and

WHEREAS, the City and the Tacoma-Pierce County Health Department will work collaboratively to review the installation and operation of each temporary septic storage tank; and

WHEREAS, the City Council desires to establish a temporary sewage disposal alternative that will allow processing and approval of project permit applications, until May 31, 2010, unless earlier repealed, coinciding with the City's wastewater treatment plant expansion continues and until the City announces that sewer capacity is available; and

WHEREAS, in order for the City to ensure proper long-term utilization of its wastewater treatment system, developers must agree to not only install a temporary system at their cost, but then to abandon the temporary system and connect to the City's sewer system when the City announces that sewer capacity is available; and

WHEREAS, in order to ensure that developers and/or property owners actually abandon the temporary systems, an ordinance needs to be adopted that will require imposition of penalties on those who do not connect to the sewer system when sewer capacity becomes available; and

WHEREAS, because there is potential for abuse and non-compliance with on-site sewage tanks, maintenance and operations requirements, as well as associated penalties for non-compliance must be imposed under this ordinance; and

WHEREAS, the City's SEPA Responsible Official issued a threshold determination of non-significance for this Ordinance on July 28, 2008; and

WHEREAS, the City Council held a public meeting and considered this Ordinance during its regular City Council meetings of July 14th, July 28th and September 8th; NOW, THEREFORE,

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

Section 1. Section 13.28.260 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Section 13.28.105 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

13.28.105 Temporary On-Site Sewage Storage Tanks.

A. Temporary on-site sewage storage tanks shall be limited to multi-family and/or commercial non-food service use only. Owners of property zoned commercial may apply for a temporary on-site sewage storage tank under this Section, to be used only for commercial non-food service development.

B. Application for sewer concurrency required. In order to apply for a temporary on-site sewage storage tank under this chapter, the applicant must also have submitted a complete application for sewer concurrency under chapter 19.10 GHMC.

C. Complete application for temporary on-site sewage storage tanks. A complete application for a temporary on-site sewage storage tank consists of all of the following:

1. For all permit types: Sewer Hydraulics Report.
2. For all permit types: Preliminary Civil Plans in accordance with the Preliminary Civil Plan Checklist.
3. For Civil Plan Review: Civil Plans in accordance with the Civil Plan Checklist.

~~D~~—4. The applicant shall provide the City with a septic holding tank design copy of an approved permit granted by the Tacoma-Pierce County Health Department for the temporary on-site sewage storage tank.

E. The proposed development shall be located within 300 feet of an existing City of Gig Harbor sewer main.

~~FD.~~ Issuance of a permit for a temporary on-site sewage storage tank shall be the responsibility of the Public Works Director Tacoma-Pierce County Health Department.

~~GE.~~ Installation and operational requirements for temporary on-site sewage storage tanks.

1. The temporary tanks must be installed and operational prior to issuance of the Certificate of Occupancy for the building being served. The developer/property owner will pay all costs relating to the installation of a temporary, on-site sewage storage tank.

2. In addition to the installation of an approved temporary on-site sewage storage tank, the property owner must also install a dry sewer connection to the City's sewer main. This sewer connection will be constructed to connect to the building and NOT to the tank(s). Final connection between the building and the dry sewer connection may only occur if a temporary valve is installed at the perimeter of the building to not allow sewer to flow to the City's sewer main. The valve would remain closed and a sewer test ball will be installed at the property line clean-out until such time the development receives sewer concurrency.

3. The developer must bond for, and/or record against the title to the property, notice to all subsequent owners of a beneficial interest in the property that the temporary sewage storage tank was installed pursuant to this ordinance, and that the owner of the property is required to have the tank decommissioned in a manner acceptable to the City and the Tacoma-Pierce County Health Department after its use. This notice will also state that the installation of a temporary on-site sewage storage tank was optional on the part of the developer/property owner, and that the City will not incur any costs relating to installation or decommissioning. In addition, the notice will state that when sewer capacity becomes available, the property owner will be required to hook up to the City's sewer system and, at that time, the property owner will be required to pay any difference in the connection fee in effect at the time they initially paid the connection fee and the connection fee in effect on the date they connect to the City's sewer system. Reference will be made to the penalties established in this ordinance for noncompliance.

4. The developer must comply with all Tacoma-Pierce County Health Department regulations.

5. The developer shall not generate more sewage than allowed by the Tacoma-Pierce County Health Department regulations without an approved variance from the Tacoma-Pierce County Health Department.

65. While the temporary sewage storage tank is operational, no discharge of the effluent may enter the City's sewer or stormwater system.

76. The tank shall be pumped at least once every two weeks, and the property owner shall provide a copy of the holding tank maintenance agreement to the city. The property owner shall bond for the cost of pumping of the tank as such costs are determined by the City Engineer. In addition, the property owner shall record against the title to the property, the requirement to have the tank pumped out based on a schedule and NOT based on calls from an alarm.

87. The tank shall include working, external audible level alarms with a minimum of two levels (high level and extreme high level) as a back-up to the scheduled pumping.

98. The tank shall vent back to the building vents.

109. The tank shall have self-contained pumps for evacuating each tank to the transfer vehicle. Vacuum-type evacuation is prohibited.

~~_____ 10. A two-stage tank system is acceptable (one tank for solids and one tank to pump effluent from).~~

11. The tank shall include a locking mechanism that can only be opened by either the pumping company or the City.

12. The tank shall be installed, tested, and accepted prior to issuance of either temporary or permanent certificate of occupancy.

13. Tank pumping records shall be logged on site and be available to the City during normal business hours for inspection. These records shall include receipt from the sewer system receiving the effluent.

14. A backup battery shall be provided for the alarm system for emergency situations where electricity at the development has been lost. When pumping is required during periods of power loss, vacuum-powered transfer vehicles would be allowed.

HF. Fees. The applicant shall pay the applicable permit, processing, review, monitoring, and inspection fees which will be adopted by a separate resolution.

IG. Notice. The notice recorded against the property incorporating the requirements of this Ordinance shall be in a form approved by the City Attorney and include all of the information set forth in Section 13.28.115(E)(3), (6) and (H)(2) herein. This notice shall grant the City a right of entry onto the property in order to abate any problem relating to the temporary sewage tank, or to disconnect the temporary tank when the City provides notice to the property owner that sewage capacity is available to serve the property.

JH. Penalties for Non-Compliance.

1. The property owner shall be required to pay the connection fee in place at the time the City notifies the property owner of the availability of sewer capacity, and to hook up to the City's sewer system. If the property owner fails to connect to the City's sewer system within 90 days of the City's notice of sewer availability, the property owner shall be subject to a cumulative civil penalty in the amount of \$250 per day from the date of the notice until connection and payment of the fees. The penalty imposed by this section shall be collected by a civil action brought in the name of the City. The Public Works Director shall notify the City Attorney in writing of the name of any person subject to the penalty, and the City attorney shall, with the assistance of the Public Works Director and all appropriate staff persons, take appropriate action to collect the penalty.

2. In addition to the imposition of penalties, the City may abate any problem relating to the temporary sewage tank or to disconnect the temporary sewage tank when sewage capacity is available, by entering the property, and billing the property owner for all related costs. The notice recorded against the property shall provide for the property owner's consent to the City's imposition of a lien against the property for the City's costs relating to such correction and/or abatement, if the property owner does not correct the problem.

3. Failure to pump the storage tanks according to the schedule established in this Section shall result in a \$250 fine for every day past the scheduled pumping date. If the storage tanks have not been pumped ten days after the deadlines established in the schedule, the City may hire a company to enter the property

and pump the tank(s), and the City will bill the property owner for any associated costs.

Kl. Sewer Connection Fees. Nothing in this Section eliminates the requirement for property owners receiving permits for on-site sewage storage tanks under the provisions of this Section to pay sewer utility connection fees once the City provides notice that sewer capacity is available in the City's sewer system.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 8th day of September, 2008.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 07/10/08
PASSED BY THE CITY COUNCIL: 09/08/08
PUBLISHED: 09/17/08
EFFECTIVE DATE: 09/22/08
ORDINANCE NO:



Subject: First Reading of Ordinance – Private Cemeteries Limitation Amendment.

Proposed Council Action: Review ordinance and hold public hearing at second reading.

Dept. Origin: Planning Department

Prepared by: Tom Dolan Planning Director

For Agenda of: September 8, 2008

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 8/26/08

Approved as to form by City Atty: [Signature] 8/26/08

Approved by Finance Director: N/A

Approved by Department Head: [Signature] 8/26/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

The amendment eliminates the current prohibition on the operation of existing private cemeteries within the city limits. However, the amendment will maintain the City's prohibition on any new private cemeteries within the corporate limits.

In 1965, Gig Harbor adopted chapter 2.36 RCW prohibiting the operation of any cemeteries within City limits. The City is currently in the process to annex property in Pierce County, which is partially improved with a private cemetery, Haven of Rest. In addition, cities in Washington are all authorized to own, improve and operate a public cemetery.

As this existing Haven of Rest was not a part of the City in 1965, the 1965 code did not address the present-day activities on the existing cemetery property, nor did it include any definitions to address these activities, such as the operation of a crematorium, etc.

Ultimately, the land use impacts of private cemeteries will need to be reviewed through subsequent zoning code amendments to address the existing use and further amendments to this ordinance may be necessary at that time.

POLICY CONSIDERATIONS

Cities in Washington may "regulate the burial of the dead, and establish and regulate cemeteries within or without the corporate limits and to acquire land therefore by purchase or otherwise; to cause cemeteries to be removed beyond the limits of the corporation, and to prohibit their establishment within two miles of the boundaries thereof" (RCW 35.22.280(20)).

Cities may also acquire land for cemetery purposes, and operate cemeteries and appoint cemetery boards, all as set forth in chapter 68.52 RCW.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official issued a DNS for the proposed amendments on August 27, 2008 pursuant to WAC 197-11-340.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee of the Council discussed the proposed amendment at their September 3, 2008 meeting and recommended approval of the proposed ordinance.

RECOMMENDATION / MOTION

Review ordinance and hold public hearing at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ELIMINATING THE PROHIBITION ON THE OPERATION OF EXISTING PRIVATE CEMETERIES WITHIN THE CITY LIMITS, MAINTAINING THE PROHIBITION ON ANY NEW PRIVATE CEMETERIES WITHIN THE CORPORATE LIMITS, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.36.010.

WHEREAS, the City of Gig Harbor is a code city, organized under Title 35A of the Revised Code of Washington; and

WHEREAS, a code city organized under Title 35A RCW has all of the powers of any city of any class, as set forth in Title 35 RCW (RCW 35A.21.160); and

WHEREAS, cities in Washington may “regulate the burial of the dead, and establish and regulate cemeteries within or without the corporate limits and to acquire land therefore by purchase or otherwise; to cause cemeteries to be removed beyond the limits of the corporation, and to prohibit their establishment within two miles of the boundaries thereof” (RCW 35.22.280(20)); and

WHEREAS, cities may also acquire land for cemetery purposes, and operate cemeteries and appoint cemetery boards, all as set forth in chapter 68.52 RCW; and

WHEREAS, Gig Harbor adopted chapter 2.36 RCW in 1965, prohibiting the operation of any cemeteries within City limits; and

WHEREAS, the City intends to annex property in Pierce County, which is partially improved with a private cemetery; and

WHEREAS, the City does not wish to impose penalties and abate an existing use, once it is located within City limits; and

WHEREAS, the City Council acknowledges that this 1965 code does not address the present-day activities on the existing cemetery property, nor does it include any definitions to address these activities, such as the operation of a crematorium, etc.; and

WHEREAS, the City Council acknowledges that the land use impacts of private cemeteries will be addressed through the subsequent Zoning Code amendments to address the existing use, and that if any amendments to this ordinance are necessary, the amendments can be proposed at that time; and

WHEREAS, the City does not wish to encourage the location of any new private cemeteries within the City limits but does not wish to limit the City's authority to own, improve and operate a cemetery in the future; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on August 27, 2008; and

WHEREAS, the City Council considered this Ordinance on first reading during its regular City Council meeting of September 8, 2008 and

WHEREAS, the City Council held a public hearing and considered this ordinance on second reading on _____; and

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

Section 1. Section 2.36.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.36.010 Prohibited within corporate limits. It is unlawful for any person or persons to, in any way, operate any new private cemeteries within the incorporated limits of the city.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
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