

Gig Harbor City Council Meeting

**December 10, 2012
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, December 10, 2012 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Nov. 26, 2012.
2. Liquor License Action: Application – Gourmet Burger Shop.
3. Receive and File: a) Parks Commission Minutes Sept. 5, 2012; b) OFM Annexation Report; c) PCRC Federal Grant for Cushman Trail.
4. South Sound 911 Services Agreement.
5. Skansie House Restoration – Small Public Works Contract Award.
6. Rosedale Street Improvement Project – TIB Grant Agreement.
7. Donkey Creek Restoration & Transportation Improvements Project – Construction Support Services – Consultant Services Contract/Parametrix, Inc.
8. Approval of Payment of Bills Dec. 10, 2012: Checks #71199 through #71288 in the amount of \$1,244,764.19.
9. Approval of Payroll for the month of November: Checks #6787 through #6802 in the amount of \$493,843.93.

PRESENTATIONS:

Update on the Mitigation Plan: Debbie Bailey, Pierce County Dept. of Emergency Management.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1253 – Maritime Pier Use.
2. Second Reading of Ordinance No. 1254 – 2012 Budget Amendment.

NEW BUSINESS:

1. Public Hearing and Resolution No. 920 – The Harbor Vision.
2. Resolution No. 921 – Adopting the Draft Shoreline Master Program.

STAFF REPORT:

Fire Suppression Cost Recovery Legislation – Jeff Langhelm.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Dec. 17th at 4:00 p.m.
2. Operations Committee: Thur. Dec 20th at 3:00 p.m.
3. No City Council Meeting on December 24th.
4. Civic Center Closed on Tue. Dec 25th for Christmas.
5. Civic Center Closed on Tue. Jan 1st for New Years.
6. Planning / Building Committee – Mon. Jan 7th at 5:30 p.m.
7. Lodging Tax Advisory Committee – Thu. Jan 10th at 8:45 a.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – November 26, 2012

PRESENT: Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne, Kadzik, and Mayor Hunter.

CALL TO ORDER: 5:32 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Nov. 13, 2012.
2. Correspondence / Proclamations: Pancreatic Cancer Awareness Month.
3. Liquor License Action: Change of Location: The British Connection.
4. Receive and File: a) Minutes of Budget Worksession I Nov. 5th; b) Minutes of Budget Worksession II Nov. 6th.
5. Resolution No. 917 – Surplus Property IT.
6. Maritime Pier Pump-Out - Washington State Parks Grant Agreement.
7. Second Reading of Ordinance No. 1251 – Amendment to Employee Bonds Requirement.
8. 2013 Addendum to Agreement for Legal Services.
9. Grandview Reservoir Repainting Project – Public Works Contract Award and Consultant Services Testing Contract.
10. Approval of Payment of Bills Nov. 26, 2012: Checks #71107 through #71198 in the amount of \$297,771.09.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Guernsey - unanimously approved.

PRESENTATIONS:

Pancreatic Cancer Awareness Month. Mayor Hunter presented the signed proclamations to Joan Babbutt, volunteer advocate for Puget Sound Pancreatic Cancer Alliance along with Dan Frank. She thanked Council for the proclamation which she said will be valuable in helping bring awareness and support for a critical research bill currently before the Senate.

OLD BUSINESS:

1. Second Public Hearing and Resolution No. 918 Amending the Development Agreement with Harbor Hill LLC. Senior Planner Jennifer Kester explained the five elements of the proposed amendments to the development agreement.

Mayor Hunter opened the public hearing at 5:37 p.m. No one came forward to speak and the hearing closed. Ms. Kester addressed Council questions regarding density and zoning for the project.

MOTION: Move to adopt Resolution No. 918 Amending the Development Agreement with Harbor Hill LLC.
Ekberg / Kadzik - unanimously approved.

2. Final Public Hearing and Second Reading of Ordinance No. 1252 - 2013 Proposed Budget. Finance Director David Rodenbach gave an overview of the proposed budget numbers and explained that this is the final public hearing before adoption.

Mayor Hunter opened the public hearing at 5:42 p.m. No one came forward to speak and the hearing closed.

City Administrator Denny Richards was asked for additional information on the need for an Administrative Receptionist. He explained that since he arrived, he has observed the efforts to maintain coverage for the reception desk, adding that the person in the position would also perform other duties in addition to front counter work. Mr. Richards also talked about the need for better signage.

Councilmembers voiced concern over adding another full-time position, the salary range for the position, and where the person should be located.

Mayor Hunter explained that Mr. Richards has spent quite some time considering the issues and agreed that using a temporary person wouldn't work. City Attorney Angela Belbeck responded that she would have to defer to the city's human resource attorney for advice on whether using a lower salary range is a guild negotiation issue.

After further discussion, everyone agreed that it is a public service issue and that better signage is important.

MOTION: Move to adopt Ordinance No. 1252 adopting the 2013 Budget.
Ekberg / Payne - unanimously approved.

NEW BUSINESS:

1. Public Hearing and Resolution No. 919 - Adoption of the Six-Year Transportation Improvement Plan. Senior Engineer Emily Appleton presented an overview of the six-year transportation list developed to address future projects. She addressed Council questions.

Mayor Hunter opened the public hearing at 6:05 p.m.

Charles Nicodemus – 5902 125th St. Ct. NW. Mr. Nicomedus, Vice President of Gig Harbor Sportsman's Club, restated their position against planning a connector road through their property. He stressed that the property is not for sale and that they have provided a worthwhile service to the community for over fifty years. He said that they would like to work with the city to find an alternative route.

Mr. Nicodemus was assured by Councilmembers and the City Administrator that the city is working on a route around the property. Ms. Appleton added that the map showing the road through the property is only to show that there is a plan for a connector in the area.

There were no further public comments and the hearing closed at 6:09 p.m.

MOTION: Move to adopt Resolution No. 919 adopting the Six-Year Transportation Improvement Plan.
Payne / Perrow - unanimously approved.

2. Cushman Trail Cottages Annexation Petition. Planning Director Tom Dolan presented information on this Notice of Intent to Commence Annexation request for five acres east of Canterwood Boulevard. Mr. Dolan answered zoning questions, and explained that Council could either deny the Notice of Intent or authorize the process to move forward subject to conditions.

MOTION: Move to accept the Notice of Intent to Commence Annexation subject to: 1. Acceptance of the proposed annexation boundary; Requirement of the simultaneous adoption of a proposed zoning code with the property being zoned R-1 upon annexation; and 3. Requirement of the assumption of proportionate indebtedness of the City.
Guernsey / Malich - unanimously approved.

3. First Reading of Ordinance – Maritime Pier Use. Lita Dawn Stanton, Special Projects, presented the background information for this ordinance that adopts a new chapter to address the use of the newly constructed Maritime Pier. She addressed concern that provisions will be made to keep the center of the pier open for pedestrian access.

Councilmember Malich asked about the key deposit and fifteen-minute time limit. Attorney Belbeck explained that the reason for the \$150 key deposit is to ensure that the applicant will take care not to lose their key, which would require time and money to replace the locks. Ms. Stanton responded that the time limit only applies to the float at the end of the pier to allow broader use for the public; the upper pier will have a 45 – 60 minute limit.

This will return at the December 10th meeting for a second reading.

4. Public Hearing and First Reading of Ordinance – 2012 Budget Amendment. Finance Director David Rodenbach explained the purpose of this budget amendment is due to increased activities in the Hotel/Motel fund approved by Council in April, 2012 and park development to purchase of three parcels along Harborview Drive. He addressed Council questions.

Councilmember Kadzik said he would like to move forward with a committee to discuss and gain public comment for a community boating park.

Mayor Hunter opened the public hearing at 6:26 p.m. No one came forward to speak and the hearing closed. This ordinance will return for adoption on the Consent Agenda at the December 10th meeting.

STAFF REPORT:

City Administrator Denny Richards thanked Council for a smooth budget process.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Young reported that Pierce Transit met last week to lay out the 2013 Budget cuts. He said there would be a redesign of the system and more will be known in December. The cuts in service will become more apparent in the fall of 2013 or spring of 2014 due to a federal amendment requiring compliance to make sure that minority or low income citizens are not overburdened by the cuts.

Councilmember Young then announced that he was elected as Vice-Chair of the Pierce County Regional Council. He also said that their annual dues will be increasing in 2013.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Gig Harbor Tree Lighting Ceremony – Sat. Dec 1st at 5:00 p.m.
2. Planning / Building Committee: Mon. Dec 3rd at 5:15 p.m.

ADJOURN:

MOTION: Move to adjourn at 6:30 p.m.
Malich / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1017

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

TB



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 11/29/12

UBI: 603-254-214-001-0001

License: 410484 - 1U County: 27
Tradename: GOURMET BURGER SHOP
Loc Addr: 4120 HARBORVIEW DR
GIG HARBOR WA 98332-1080

APPLICANTS:
GOURMET BURGER SHOP LLC

Mail Addr: 14001 51ST AVE NW
GIG HARBOR WA 98332-9102

HIGHTOWER, TRAVIS 1973-02-22
WAGNER, MICHAEL ROBERT 1959-07-12

Phone No.: 253-853-5430 MICHAEL WAGNER

Privileges Applied For:
DIRECT SHIPMENT RECEIVER-IN/OUT WA
BEER/WINE REST - BEER/WINE
OFF PREMISES

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

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

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Parks Commission

Date: September 5, 2012 Time: 5:30 p.m. Location: Public Works Conference Room Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Nick Tarabochia, Rahna Lovrovich, Heidi Holmes, Kyle Rohrbaugh and Stephanie Payne; Staff Members: Public Works Superintendent Marco Malich, Emily Appleton, Senior Engineer, Lita Dawn Stanton, Special Projects Coordinator and Community Development Assistant Terri Reed.

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	Approval of August 1, 2012 Meeting Minutes	MOTION: Move to approve August 1, 2012 minutes as presented. Tarabochia / Payne - unanimously approved
OLD BUSINESS:		
Cushman Trail Phase 3/4 (Update)	Senior Engineer Emily Appleton gave an update on the Cushman Trail and explained the financing of Phases 3 and 4. She presented some plan details showing the pin-pile bridge, which will be 3'-9' tall depending on the grade. Ms. Appleton said that a small parking lot at 96 th is under consideration. Commission member Rohrbaugh asked about safety considerations for location identification. Public Works Superintendent Malich explained that different types of markings are being researched in conjunction with the Fire Department.	Senior Engineer Appleton will bring back bridge and parking lot alternatives for the Parks Commission review as they become available.
Eddon Boat Park Expansion (Update)	Lita Dawn Stanton gave an update on the Eddon Boat Park project and went through the RCO grant presentation details.	
Crescent Creek Park Playstructure (Update)	Lita Dawn Stanton gave an update on the Crescent Creek Park Playstructure project and went through the RCO grant presentation details.	
Private Entity Use or Building of Structures on City Park Property	Commission member Rohrbaugh provided a draft policy for review.	Parks Commission would like their direction to be clarified.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Commission member Lovrovich asked how Ordinance #605, for the regulation of commercial/business use of public lands and structures, relates to this draft policy.</p> <p>Commission member Payne said that she believes the City Council's intent is to amend Ordinance #605 with any approved policy recommendations from the Parks Commission.</p>	<p>To be discussed at the next Parks Commission meeting.</p> <p>Staff will forward City's donation policy to the Parks Commission.</p>
NEW BUSINESS:		
Park Naming – Ancich Brothers Park	<p>Members discussed the process for naming of City parks. The Commission will take input upon City Council direction. At that time, the Harbor History Museum would also be asked for their input.</p>	
PARK UPDATE	<p>Ancich Property – A potential DNR cleanup of knotweed at the property is being developed.</p> <p>Maritime Pier – A year-round pumpout at the pier has been approved for funding through a grant through WA State Parks & Recreation.</p> <p>Skansie Brothers Park - A programming update from Coastal Heritage Alliance (CHA) was distributed. The Commencement may possibly be tied up at the Net Shed in the future, once the pilings have been replaced.</p>	
PUBLIC COMMENT:		
NEXT PARKS MEETING:		October 3, 2012 @ 5:30 p.m.
ADJOURN:		<p>MOTION: Move to adjourn @ 7:04 p.m.</p> <p>Rohrbaugh / Holmes - unanimously approved</p>



STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT

Insurance Building, PO Box 43113 • Olympia, Washington 98504-3113 • (360) 902-0555

November 30, 2012

The Honorable James L. McIntire
State Treasurer
Legislative Building
PO Box 40200
Olympia, Washington 98504-0200

Dear Mr. McIntire:

This letter submits first quarter population adjustments to cities and towns due to annexations and other boundary changes. The first quarter covers boundary changes approved from September 1, 2012 to November 30, 2012. Naval population changes are as of October 1, 2012.

The adjusted populations for revenue allocations reflect the Office of Financial Management's (OFM) official April 1, 2012 populations and adjustments for OFM approved annexations from April 2, 2012 through November 30, 2012.

Should you have any questions, please contact me at (360) 902-0592.

Sincerely,

Yi Zhao
Chief Demographer

Enclosures

cc: Sam Reed, Secretary of State
Stan Marshburn, Acting Director, Office of Financial Management
Rogers Weed, Director, Department of Commerce
Brad Flaherty, Director, Department of Revenue
Sharon Foster, Chair, Liquor Control Board
Alan Haight, Director, Department of Licensing
Leonard Bauer, Growth Management, Department of Commerce
Mark Bozanich, Cartography Unit, Department of Transportation
David Saavedra, Acting Program Manager, Utility Valuation Section, Department of Revenue
Bob Petteys, Taxpayer Account Administration, Department of Revenue
Bill Johnston, Department of Commerce
Manager, Economics Branch, Department of Transportation
Diana Tibbetts, Research Analyst, Research, Department of Revenue
Don Zimmer, County Road Administration Board

First Quarterly Report of Annexations, Incorporations and Other Boundary Adjustments
City and Town Base and Adjusted Population

<u>Municipality</u>	<u>April 1, 2012 Population</u>	<u>Nov. 30, 2012 Adjusted Population*</u>
Bremerton	39,650	39,374
Centralia	16,670	16,687
College Place	8,845	8,845
Everett	103,300	103,268
Gig Harbor	7,340	7,344
Granger	3,285	3,285
Montesano	4,050	4,050
Moses Lake	20,950	20,950
Moxee	3,505	3,556
Oak Harbor	22,200	22,201
Okanogan	2,535	2,580
Pe Ell	635	635
Port Orchard	11,780	12,683
Richland	49,890	49,901
Snoqualmie	11,320	11,320
Tonasket	1,020	1,020
Wenatchee	32,400	32,406
White Salmon	2,255	2,260

Note: * Cities and towns listed above annexed parcels during the current quarter. The adjusted population is each city/town's April 1, 2012 population plus any annexed population and the change in naval populations from April 2, 2012, through the end of the current quarter. Some parcels do not contain population.

First Quarterly Report of Annexations, Incorporations and Other Boundary Adjustments
September 1, 2012 through November 30, 2012

Municipality	Certificate		Parcel No.	Eff. Date	Date Approved	Area in Acres	Housing Units		Total Population	Special Notes
	File No.	Ordinance					Total	Occupied		
Centralia	2012 - 81	2285	1	07/05/12	11/28/12	6.00	10	9	17	
College Place	2012 - 80	1064	1	11/09/12	11/27/12	0.50	0	0	0	
Gig Harbor	2012 - 69	1212	1	06/13/11	10/29/12	4.87	1	1	4	
Granger	2012 - 78	1076	1	11/21/07	11/08/12	6.04	0	0	0	HIS -
Montesano	2012 - 82	1564	1	11/08/12	11/28/12	112.00	0	0	0	
Moses Lake	2012 - 79	2660	1	10/17/12	11/15/12	2.29	0	0	0	
Moxee	2012 - 67	717	1	06/22/12	10/09/12	164.00	9	9	32	
Oak Harbor	2012 - 74	1634	1	10/11/12	11/01/12	10.43	1	1	1	
Okanogan	2012 - 77	1129	1	07/30/12	11/07/12	11.10	23	22	45	
Pe Ell	2012 - 68	501	1	05/13/09	10/10/12	7.00	0	0	0	HIS -
Pe Ell	2012 - 68	(501)518	1	05/08/12	10/12/12	0.00	0	0	0	AMD - HIS - Amends legal description.
Port Orchard	2012 - 73	018-12	1	10/24/12	11/05/12	15.36	0	0	0	
Port Orchard	2012 - 73	018-12	2	10/24/12	11/05/12	4.95	0	0	0	
Port Orchard	2012 - 73	018-12	3	10/24/12	11/05/12	12.08	0	0	0	
Port Orchard	2012 - 76	014-12	1	10/13/12	11/06/12	5.68	3	2	4	Additional 16.04 acres are water area.
Richland	2012 - 72	24-12	1	08/27/12	10/31/12	51.00	6	6	11	
Snoqualmie	2006 - 35	(958)1088	1	12/05/11	11/27/12	0.00	0	0	0	AMD - HIS - Amends legal description
Snoqualmie	2012 - 61	1098	1	09/28/12	10/30/12	593.00	0	0	0	
Tonasket	2012 - 75	576	1	11/07/00	11/06/12	8.27	0	0	0	
Tonasket	2012 - 75	576	2	11/07/00	11/06/12	17.35	0	0	0	
Tonasket	2012 - 75	(576)718	1	11/13/12	11/13/12	0.00	0	0	0	AMD - Amends legal description.
Tonasket	2012 - 75	(576)718	2	11/13/12	11/13/12	0.00	0	0	0	AMD - Amends legal description.
Wenatchee	2012 - 71	2012-20	1	08/20/12	10/31/12	2.50	1	1	2	
White Salmon	2012 - 70	2012-08-898	1	10/14/12	10/29/12	1.61	5	3	5	

Special Notations: AMD - Amending Ordinance.
 BA - Boundary adjustment between two cities or a city and county - Not an annexation.
 DE - Deannexation.
 HIS - Indicates an annexation that is listed for historical purposes only. The annexed population and housing are already included in census data.
 ST - Only street right-of-way is being annexed.

Summary Report of Population Annexed and New Incorporations Each Quarter
and the Adjusted Population to be Used in the Allocation of Tax Monies

	First Quarter				Second Quarter			Third Quarter			Fourth Quarter			
	Official April 1, 2012 Population	Annex. Pop. 4/2 to 8/31	Annex. Pop. 9/1 to 11/30	Mili- tary Adjust- ment	Adjusted Pop. 11/30/2012	Annex. Pop. 12/1 to 2/28	Mili- tary Adjust- ment	Adjusted Pop. 2/28/2013	Annex. Pop. 3/1 to 5/31	Mili- tary Adjust- ment	Adjusted Pop. 5/31/2013	Annex. Pop. 6/1 to 8/31	Mili- tary Adjust- ment	Adjusted Pop. 8/31/2013
<u>ADAMS</u>														
Hatton	105	0	0	0	105	0	0	0	0	0	0	0	0	0
Lind	565	0	0	0	565	0	0	0	0	0	0	0	0	0
Othello	7,495	0	0	0	7,495	0	0	0	0	0	0	0	0	0
Ritzville	1,695	0	0	0	1,695	0	0	0	0	0	0	0	0	0
Washtucna	210	0	0	0	210	0	0	0	0	0	0	0	0	0
<u>ASOTIN</u>														
Asotin	1,255	0	0	0	1,255	0	0	0	0	0	0	0	0	0
Clarkston	7,205	0	0	0	7,205	0	0	0	0	0	0	0	0	0
<u>BENTON</u>														
Benton City	3,295	0	0	0	3,295	0	0	0	0	0	0	0	0	0
Kennewick	75,160	0	0	0	75,160	0	0	0	0	0	0	0	0	0
Prosser	5,785	0	0	0	5,785	0	0	0	0	0	0	0	0	0
Richland	49,890	0	11	0	49,901	0	0	0	0	0	0	0	0	0
West Richland	12,570	0	0	0	12,570	0	0	0	0	0	0	0	0	0
<u>CHELAN</u>														
Cashmere	3,075	0	0	0	3,075	0	0	0	0	0	0	0	0	0
Chelan	3,940	0	0	0	3,940	0	0	0	0	0	0	0	0	0
Entiat	1,135	0	0	0	1,135	0	0	0	0	0	0	0	0	0
Leavenworth	1,970	0	0	0	1,970	0	0	0	0	0	0	0	0	0
Wenatchee	32,400	4	2	0	32,406	0	0	0	0	0	0	0	0	0
<u>CLALLAM</u>														
Forks	3,545	0	0	0	3,545	0	0	0	0	0	0	0	0	0
Port Angeles	19,100	0	0	0	19,100	0	0	0	0	0	0	0	0	0
Sequim	6,795	0	0	0	6,795	0	0	0	0	0	0	0	0	0
<u>CLARK</u>														
Battle Ground	17,920	0	0	0	17,920	0	0	0	0	0	0	0	0	0
Camas	20,020	0	0	0	20,020	0	0	0	0	0	0	0	0	0
La Center	2,985	0	0	0	2,985	0	0	0	0	0	0	0	0	0
Ridgefield	5,210	0	0	0	5,210	0	0	0	0	0	0	0	0	0
Vancouver	163,200	0	0	0	163,200	0	0	0	0	0	0	0	0	0
Washougal	14,340	0	0	0	14,340	0	0	0	0	0	0	0	0	0
Woodland (part)	85	0	0	0	85	0	0	0	0	0	0	0	0	0
Yacolt	1,605	4	0	0	1,609	0	0	0	0	0	0	0	0	0
<u>COLUMBIA</u>														
Dayton	2,535	0	0	0	2,535	0	0	0	0	0	0	0	0	0
Starbuck	130	0	0	0	130	0	0	0	0	0	0	0	0	0
<u>COWLITZ</u>														
Castle Rock	2,135	0	0	0	2,135	0	0	0	0	0	0	0	0	0
Kalama	2,390	0	0	0	2,390	0	0	0	0	0	0	0	0	0
Kelso	11,930	0	0	0	11,930	0	0	0	0	0	0	0	0	0
Longview	36,910	0	0	0	36,910	0	0	0	0	0	0	0	0	0
Woodland (part)	5,505	0	0	0	5,505	0	0	0	0	0	0	0	0	0
<u>DOUGLAS</u>														
Bridgeport	2,415	0	0	0	2,415	0	0	0	0	0	0	0	0	0
Coulee Dam (part)	185	0	0	0	185	0	0	0	0	0	0	0	0	0
East Wenatchee	13,280	0	0	0	13,280	0	0	0	0	0	0	0	0	0
Mansfield	325	0	0	0	325	0	0	0	0	0	0	0	0	0
Rock Island	790	0	0	0	790	0	0	0	0	0	0	0	0	0
Waterville	1,145	0	0	0	1,145	0	0	0	0	0	0	0	0	0
<u>FERRY</u>														
Republic	1,085	0	0	0	1,085	0	0	0	0	0	0	0	0	0
<u>FRANKLIN</u>														
Connell	5,320	0	0	0	5,320	0	0	0	0	0	0	0	0	0

Summary Report of Population Annexed and New Incorporations Each Quarter
and the Adjusted Population to be Used in the Allocation of Tax Monies

	Official April 1, 2012 Population	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			
		Annex. Pop. 4/2 to 8/31	Annex. Pop. 9/1 to 11/30	Mili- tary Adjus- tment	Adjusted Pop. 11/30/2012	Annex. Pop. 12/1 to 2/28	Mili- tary Adjus- tment	Adjusted Pop. 2/28/2013	Annex. Pop. 3/1 to 5/31	Mili- tary Adjus- tment	Adjusted Pop. 5/31/2013	Annex. Pop. 6/1 to 8/31	Mili- tary Adjus- tment	Adjusted Pop. 8/31/2013
Kahlotus	195	0	0	0	195	0	0	0	0	0	0	0	0	0
Mesa	495	0	0	0	495	0	0	0	0	0	0	0	0	0
Pasco	62,670	0	0	0	62,670	0	0	0	0	0	0	0	0	0
<u>GARFIELD</u>														
Pomeroy	1,410	0	0	0	1,410	0	0	0	0	0	0	0	0	0
<u>GRANT</u>														
Coulee City	560	0	0	0	560	0	0	0	0	0	0	0	0	0
Coulee Dam (part)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electric City	995	0	0	0	995	0	0	0	0	0	0	0	0	0
Ephrata	7,750	0	0	0	7,750	0	0	0	0	0	0	0	0	0
George	700	0	0	0	700	0	0	0	0	0	0	0	0	0
Grand Coulee	1,035	0	0	0	1,035	0	0	0	0	0	0	0	0	0
Hartline	150	0	0	0	150	0	0	0	0	0	0	0	0	0
Krupp	50	0	0	0	50	0	0	0	0	0	0	0	0	0
Mattawa	4,495	0	0	0	4,495	0	0	0	0	0	0	0	0	0
Moses Lake	20,950	0	0	0	20,950	0	0	0	0	0	0	0	0	0
Quincy	6,945	0	0	0	6,945	0	0	0	0	0	0	0	0	0
Royal City	2,160	0	0	0	2,160	0	0	0	0	0	0	0	0	0
Soap Lake	1,520	0	0	0	1,520	0	0	0	0	0	0	0	0	0
Warden	2,695	0	0	0	2,695	0	0	0	0	0	0	0	0	0
Wilson Creek	205	0	0	0	205	0	0	0	0	0	0	0	0	0
<u>GRAYS HARBOR</u>														
Aberdeen	16,890	0	0	0	16,890	0	0	0	0	0	0	0	0	0
Cosmopolis	1,640	0	0	0	1,640	0	0	0	0	0	0	0	0	0
Elma	3,110	0	0	0	3,110	0	0	0	0	0	0	0	0	0
Hoquiam	8,655	0	0	0	8,655	0	0	0	0	0	0	0	0	0
McCleary	1,655	0	0	0	1,655	0	0	0	0	0	0	0	0	0
Montesano	4,050	0	0	0	4,050	0	0	0	0	0	0	0	0	0
Oakville	690	0	0	0	690	0	0	0	0	0	0	0	0	0
Ocean Shores	5,745	0	0	0	5,745	0	0	0	0	0	0	0	0	0
Westport	2,105	0	0	0	2,105	0	0	0	0	0	0	0	0	0
<u>ISLAND</u>														
Coupeville	1,880	0	0	0	1,880	0	0	0	0	0	0	0	0	0
Langley	1,055	0	0	0	1,055	0	0	0	0	0	0	0	0	0
Oak Harbor	22,200	0	1	0	22,201	0	0	0	0	0	0	0	0	0
<u>JEFFERSON</u>														
Port Townsend	9,185	0	0	0	9,185	0	0	0	0	0	0	0	0	0
<u>KING</u>														
Algona	3,070	0	0	0	3,070	0	0	0	0	0	0	0	0	0
Auburn (part)	63,390	0	0	0	63,390	0	0	0	0	0	0	0	0	0
Beaux Arts Village	300	0	0	0	300	0	0	0	0	0	0	0	0	0
Bellevue	124,600	5,630	0	0	130,230	0	0	0	0	0	0	0	0	0
Black Diamond	4,170	0	0	0	4,170	0	0	0	0	0	0	0	0	0
Bothell (part)	17,280	0	0	0	17,280	0	0	0	0	0	0	0	0	0
Burien	47,730	0	0	0	47,730	0	0	0	0	0	0	0	0	0
Carnation	1,785	0	0	0	1,785	0	0	0	0	0	0	0	0	0
Clyde Hill	2,980	0	0	0	2,980	0	0	0	0	0	0	0	0	0
Covington	17,760	0	0	0	17,760	0	0	0	0	0	0	0	0	0
Des Moines	29,700	0	0	0	29,700	0	0	0	0	0	0	0	0	0
Duvall	6,900	0	0	0	6,900	0	0	0	0	0	0	0	0	0
Enumclaw (part)	11,030	70	0	0	11,100	0	0	0	0	0	0	0	0	0
Federal Way	89,460	0	0	0	89,460	0	0	0	0	0	0	0	0	0
Hunts Point	390	0	0	0	390	0	0	0	0	0	0	0	0	0
Issaquah	31,150	0	0	0	31,150	0	0	0	0	0	0	0	0	0
Kenmore	21,020	0	0	0	21,020	0	0	0	0	0	0	0	0	0
Kent	119,100	0	0	0	119,100	0	0	0	0	0	0	0	0	0
Kirkland	81,480	0	0	0	81,480	0	0	0	0	0	0	0	0	0
Lake Forest Park	12,640	0	0	0	12,640	0	0	0	0	0	0	0	0	0
Maple Valley	23,340	0	0	0	23,340	0	0	0	0	0	0	0	0	0
Medina	2,990	0	0	0	2,990	0	0	0	0	0	0	0	0	0

Summary Report of Population Annexed and New Incorporations Each Quarter
and the Adjusted Population to be Used in the Allocation of Tax Monies

	Official April 1, 2012 Population	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			
		Annex. Pop. 4/2 to 8/31	Annex. Pop. 9/1 to 11/30	Mili- tary Adjust- ment	Adjusted Pop. 11/30/2012	Annex. Pop. 12/1 to 2/28	Mili- tary Adjust- ment	Adjusted Pop. 2/28/2013	Annex. Pop. 3/1 to 5/31	Mili- tary Adjust- ment	Adjusted Pop. 5/31/2013	Annex. Pop. 6/1 to 8/31	Mili- tary Adjust- ment	Adjusted Pop. 8/31/2013
Mercer Island	22,690	0	0	0	22,690	0	0	0	0	0	0	0	0	0
Milton (part)	835	0	0	0	835	0	0	0	0	0	0	0	0	0
Newcastle	10,460	0	0	0	10,460	0	0	0	0	0	0	0	0	0
Normandy Park	6,350	0	0	0	6,350	0	0	0	0	0	0	0	0	0
North Bend	5,855	0	0	0	5,855	0	0	0	0	0	0	0	0	0
Pacific (part)	6,535	0	0	0	6,535	0	0	0	0	0	0	0	0	0
Redmond	55,360	0	0	0	55,360	0	0	0	0	0	0	0	0	0
Renton	93,910	294	0	0	94,204	0	0	0	0	0	0	0	0	0
Sammamish	47,420	0	0	0	47,420	0	0	0	0	0	0	0	0	0
SeaTac	27,210	0	0	0	27,210	0	0	0	0	0	0	0	0	0
Seattle	616,500	0	0	0	616,500	0	0	0	0	0	0	0	0	0
Shoreline	53,270	0	0	0	53,270	0	0	0	0	0	0	0	0	0
Skykomish	200	0	0	0	200	0	0	0	0	0	0	0	0	0
Snoqualmie	11,320	0	0	0	11,320	0	0	0	0	0	0	0	0	0
Tukwila	19,080	0	0	0	19,080	0	0	0	0	0	0	0	0	0
Woodinville	10,960	0	0	0	10,960	0	0	0	0	0	0	0	0	0
Yarrow Point	1,060	0	0	0	1,060	0	0	0	0	0	0	0	0	0
KITSAP														
Bainbridge Island	23,090	0	0	0	23,090	0	0	0	0	0	0	0	0	0
Bremerton	39,650	0	0	-276	39,374	0	0	0	0	0	0	0	0	0
Port Orchard	11,780	899	4	0	12,683	0	0	0	0	0	0	0	0	0
Poulsbo	9,360	0	0	0	9,360	0	0	0	0	0	0	0	0	0
KITTITAS														
Cle Elum	1,865	0	0	0	1,865	0	0	0	0	0	0	0	0	0
Ellensburg	18,320	0	0	0	18,320	0	0	0	0	0	0	0	0	0
Kittitas	1,450	0	0	0	1,450	0	0	0	0	0	0	0	0	0
Roslyn	895	0	0	0	895	0	0	0	0	0	0	0	0	0
South Cle Elum	530	0	0	0	530	0	0	0	0	0	0	0	0	0
KLICKITAT														
Bingen	730	0	0	0	730	0	0	0	0	0	0	0	0	0
Goldendale	3,425	0	0	0	3,425	0	0	0	0	0	0	0	0	0
White Salmon	2,255	0	5	0	2,260	0	0	0	0	0	0	0	0	0
LEWIS														
Centralia	16,670	0	17	0	16,687	0	0	0	0	0	0	0	0	0
Chehalis	7,345	0	0	0	7,345	0	0	0	0	0	0	0	0	0
Morton	1,125	0	0	0	1,125	0	0	0	0	0	0	0	0	0
Mossyrock	760	0	0	0	760	0	0	0	0	0	0	0	0	0
Napavine	1,790	0	0	0	1,790	0	0	0	0	0	0	0	0	0
Pe Ell	635	0	0	0	635	0	0	0	0	0	0	0	0	0
Toledo	725	0	0	0	725	0	0	0	0	0	0	0	0	0
Vader	625	0	0	0	625	0	0	0	0	0	0	0	0	0
Winlock	1,340	0	0	0	1,340	0	0	0	0	0	0	0	0	0
LINCOLN														
Almira	285	0	0	0	285	0	0	0	0	0	0	0	0	0
Creston	235	0	0	0	235	0	0	0	0	0	0	0	0	0
Davenport	1,730	0	0	0	1,730	0	0	0	0	0	0	0	0	0
Harrington	420	0	0	0	420	0	0	0	0	0	0	0	0	0
Odessa	915	0	0	0	915	0	0	0	0	0	0	0	0	0
Reardan	575	0	0	0	575	0	0	0	0	0	0	0	0	0
Sprague	445	0	0	0	445	0	0	0	0	0	0	0	0	0
Wilbur	885	0	0	0	885	0	0	0	0	0	0	0	0	0
MASON														
Shelton	9,870	0	0	0	9,870	0	0	0	0	0	0	0	0	0
OKANOGAN														
Brewster	2,355	0	0	0	2,355	0	0	0	0	0	0	0	0	0
Conconully	215	0	0	0	215	0	0	0	0	0	0	0	0	0
Coulee Dam (part)	915	0	0	0	915	0	0	0	0	0	0	0	0	0
Elmer City	235	0	0	0	235	0	0	0	0	0	0	0	0	0
Nespelem	235	0	0	0	235	0	0	0	0	0	0	0	0	0

Summary Report of Population Annexed and New Incorporations Each Quarter
and the Adjusted Population to be Used in the Allocation of Tax Monies

	Official April 1, 2012 Population	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			
		Annex. Pop. 4/2 to 8/31	Annex. Pop. 9/1 to 11/30	Mili- tary Adjust- ment	Adjusted Pop. 11/30/2012	Annex. Pop. 12/1 to 2/28	Mili- tary Adjust- ment	Adjusted Pop. 2/28/2013	Annex. Pop. 3/1 to 5/31	Mili- tary Adjust- ment	Adjusted Pop. 5/31/2013	Annex. Pop. 6/1 to 8/31	Mili- tary Adjust- ment	Adjusted Pop. 8/31/2013
Okanogan	2,535	0	45	0	2,580	0	0	0	0	0	0	0	0	0
Omak	4,835	0	0	0	4,835	0	0	0	0	0	0	0	0	0
Oroville	1,715	0	0	0	1,715	0	0	0	0	0	0	0	0	0
Pateros	665	0	0	0	665	0	0	0	0	0	0	0	0	0
Riverside	280	0	0	0	280	0	0	0	0	0	0	0	0	0
Tonasket	1,020	0	0	0	1,020	0	0	0	0	0	0	0	0	0
Twisp	930	0	0	0	930	0	0	0	0	0	0	0	0	0
Winthrop	405	0	0	0	405	0	0	0	0	0	0	0	0	0
<u>PACIFIC</u>														
Ilwaco	940	0	0	0	940	0	0	0	0	0	0	0	0	0
Long Beach	1,400	2	0	0	1,402	0	0	0	0	0	0	0	0	0
Raymond	2,890	0	0	0	2,890	0	0	0	0	0	0	0	0	0
South Bend	1,625	0	0	0	1,625	0	0	0	0	0	0	0	0	0
<u>PEND OREILLE</u>														
Cusick	210	0	0	0	210	0	0	0	0	0	0	0	0	0
Ione	445	0	0	0	445	0	0	0	0	0	0	0	0	0
Metaline	175	0	0	0	175	0	0	0	0	0	0	0	0	0
Metaline Falls	240	0	0	0	240	0	0	0	0	0	0	0	0	0
Newport	2,140	0	0	0	2,140	0	0	0	0	0	0	0	0	0
<u>PIERCE</u>														
Auburn (part)	7,850	0	0	0	7,850	0	0	0	0	0	0	0	0	0
Bonney Lake	17,730	0	0	0	17,730	0	0	0	0	0	0	0	0	0
Buckley	4,365	0	0	0	4,365	0	0	0	0	0	0	0	0	0
Carbonado	610	0	0	0	610	0	0	0	0	0	0	0	0	0
DuPont	8,640	0	0	0	8,640	0	0	0	0	0	0	0	0	0
Eatonville	2,785	0	0	0	2,785	0	0	0	0	0	0	0	0	0
Edgewood	9,425	0	0	0	9,425	0	0	0	0	0	0	0	0	0
Enumclaw (part)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fife	9,235	0	0	0	9,235	0	0	0	0	0	0	0	0	0
Fircrest	6,525	0	0	0	6,525	0	0	0	0	0	0	0	0	0
Gig Harbor	7,340	0	4	0	7,344	0	0	0	0	0	0	0	0	0
Lakewood	58,260	0	0	0	58,260	0	0	0	0	0	0	0	0	0
Milton (part)	6,150	178	0	0	6,328	0	0	0	0	0	0	0	0	0
Orting	6,790	0	0	0	6,790	0	0	0	0	0	0	0	0	0
Pacific (part)	85	0	0	0	85	0	0	0	0	0	0	0	0	0
Puyallup	37,620	5	0	0	37,625	0	0	0	0	0	0	0	0	0
Roy	805	0	0	0	805	0	0	0	0	0	0	0	0	0
Ruston	755	0	0	0	755	0	0	0	0	0	0	0	0	0
South Prairie	435	0	0	0	435	0	0	0	0	0	0	0	0	0
Steilacoom	6,015	0	0	0	6,015	0	0	0	0	0	0	0	0	0
Sumner	9,470	0	0	0	9,470	0	0	0	0	0	0	0	0	0
Tacoma	199,600	0	0	0	199,600	0	0	0	0	0	0	0	0	0
University Place	31,270	0	0	0	31,270	0	0	0	0	0	0	0	0	0
Wilkeson	485	0	0	0	485	0	0	0	0	0	0	0	0	0
<u>SAN JUAN</u>														
Friday Harbor	2,140	0	0	0	2,140	0	0	0	0	0	0	0	0	0
<u>SKAGIT</u>														
Anacortes	15,960	0	0	0	15,960	0	0	0	0	0	0	0	0	0
Burlington	8,435	0	0	0	8,435	0	0	0	0	0	0	0	0	0
Concrete	715	0	0	0	715	0	0	0	0	0	0	0	0	0
Hamilton	300	0	0	0	300	0	0	0	0	0	0	0	0	0
La Conner	895	0	0	0	895	0	0	0	0	0	0	0	0	0
Lyman	440	0	0	0	440	0	0	0	0	0	0	0	0	0
Mount Vernon	32,250	0	0	0	32,250	0	0	0	0	0	0	0	0	0
Sedro-Woolley	10,610	0	0	0	10,610	0	0	0	0	0	0	0	0	0
<u>SKAMANIA</u>														
North Bonneville	1,000	0	0	0	1,000	0	0	0	0	0	0	0	0	0
Stevenson	1,520	0	0	0	1,520	0	0	0	0	0	0	0	0	0
<u>SNOHOMISH</u>														

Summary Report of Population Annexed and New Incorporations Each Quarter
and the Adjusted Population to be Used in the Allocation of Tax Monies

	Official April 1, 2012 Population	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			
		Annex. Pop. 4/2 to 8/31	Annex. Pop. 9/1 to 11/30	Mili- tary Adjust- ment	Adjusted Pop. 11/30/2012	Annex. Pop. 12/1 to 2/28	Mili- tary Adjust- ment	Adjusted Pop. 2/28/2013	Annex. Pop. 3/1 to 5/31	Mili- tary Adjust- ment	Adjusted Pop. 5/31/2013	Annex. Pop. 6/1 to 8/31	Mili- tary Adjust- ment	Adjusted Pop. 8/31/2013
Arlington	17,970	18	0	0	17,988	0	0	0	0	0	0	0	0	0
Bothell (part)	16,720	0	0	0	16,720	0	0	0	0	0	0	0	0	0
Brier	6,155	0	0	0	6,155	0	0	0	0	0	0	0	0	0
Darrington	1,345	0	0	0	1,345	0	0	0	0	0	0	0	0	0
Edmonds	39,800	0	0	0	39,800	0	0	0	0	0	0	0	0	0
Everett	103,300	0	0	-32	103,268	0	0	0	0	0	0	0	0	0
Gold Bar	2,060	0	0	0	2,060	0	0	0	0	0	0	0	0	0
Granite Falls	3,380	0	0	0	3,380	0	0	0	0	0	0	0	0	0
Index	180	0	0	0	180	0	0	0	0	0	0	0	0	0
Lake Stevens	28,510	0	0	0	28,510	0	0	0	0	0	0	0	0	0
Lynnwood	35,900	0	0	0	35,900	0	0	0	0	0	0	0	0	0
Marysville	61,360	0	0	0	61,360	0	0	0	0	0	0	0	0	0
Mill Creek	18,450	0	0	0	18,450	0	0	0	0	0	0	0	0	0
Monroe	17,390	0	0	0	17,390	0	0	0	0	0	0	0	0	0
Mountlake Terrace	20,090	0	0	0	20,090	0	0	0	0	0	0	0	0	0
Mukilteo	20,360	0	0	0	20,360	0	0	0	0	0	0	0	0	0
Snohomish	9,215	0	0	0	9,215	0	0	0	0	0	0	0	0	0
Stanwood	6,300	0	0	0	6,300	0	0	0	0	0	0	0	0	0
Sultan	4,660	0	0	0	4,660	0	0	0	0	0	0	0	0	0
Woodway	1,310	0	0	0	1,310	0	0	0	0	0	0	0	0	0
<u>SPOKANE</u>														
Airway Heights	7,780	0	0	0	7,780	0	0	0	0	0	0	0	0	0
Cheney	10,820	0	0	0	10,820	0	0	0	0	0	0	0	0	0
Deer Park	3,715	0	0	0	3,715	0	0	0	0	0	0	0	0	0
Fairfield	600	0	0	0	600	0	0	0	0	0	0	0	0	0
Latah	195	0	0	0	195	0	0	0	0	0	0	0	0	0
Liberty Lake	7,900	0	0	0	7,900	0	0	0	0	0	0	0	0	0
Medical Lake	4,920	0	0	0	4,920	0	0	0	0	0	0	0	0	0
Millwood	1,785	0	0	0	1,785	0	0	0	0	0	0	0	0	0
Rockford	470	0	0	0	470	0	0	0	0	0	0	0	0	0
Spangle	280	0	0	0	280	0	0	0	0	0	0	0	0	0
Spokane	210,000	0	0	0	210,000	0	0	0	0	0	0	0	0	0
Spokane Valley	90,550	0	0	0	90,550	0	0	0	0	0	0	0	0	0
Waverly	98	0	0	0	98	0	0	0	0	0	0	0	0	0
<u>STEVENS</u>														
Chewelah	2,620	0	0	0	2,620	0	0	0	0	0	0	0	0	0
Colville	4,695	0	0	0	4,695	0	0	0	0	0	0	0	0	0
Kettle Falls	1,600	0	0	0	1,600	0	0	0	0	0	0	0	0	0
Marcus	175	0	0	0	175	0	0	0	0	0	0	0	0	0
Northport	295	0	0	0	295	0	0	0	0	0	0	0	0	0
Springdale	280	0	0	0	280	0	0	0	0	0	0	0	0	0
<u>THURSTON</u>														
Bucoda	560	0	0	0	560	0	0	0	0	0	0	0	0	0
Lacey	43,600	2	0	0	43,602	0	0	0	0	0	0	0	0	0
Olympia	47,500	0	0	0	47,500	0	0	0	0	0	0	0	0	0
Rainier	1,825	0	0	0	1,825	0	0	0	0	0	0	0	0	0
Tenino	1,705	0	0	0	1,705	0	0	0	0	0	0	0	0	0
Tumwater	17,900	0	0	0	17,900	0	0	0	0	0	0	0	0	0
Yelm	7,100	0	0	0	7,100	0	0	0	0	0	0	0	0	0
<u>WAHKIAKUM</u>														
Cathlamet	525	0	0	0	525	0	0	0	0	0	0	0	0	0
<u>WALLA WALLA</u>														
College Place	8,845	0	0	0	8,845	0	0	0	0	0	0	0	0	0
Prescott	325	0	0	0	325	0	0	0	0	0	0	0	0	0
Waitsburg	1,215	0	0	0	1,215	0	0	0	0	0	0	0	0	0
Walla Walla	31,740	0	0	0	31,740	0	0	0	0	0	0	0	0	0
<u>WHATCOM</u>														
Bellingham	81,360	0	0	0	81,360	0	0	0	0	0	0	0	0	0
Blaine	4,760	0	0	0	4,760	0	0	0	0	0	0	0	0	0
Everson	2,520	0	0	0	2,520	0	0	0	0	0	0	0	0	0

Summary Report of Population Annexed and New Incorporations Each Quarter
and the Adjusted Population to be Used in the Allocation of Tax Monies

	Official April 1, 2012 Population	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			
		Annex. Pop. 4/2 to 8/31	Annex. Pop. 9/1 to 11/30	Mili- tary Adjus- tment	Adjusted Pop. 11/30/2012	Annex. Pop. 12/1 to 2/28	Mili- tary Adjus- tment	Adjusted Pop. 2/28/2013	Annex. Pop. 3/1 to 5/31	Mili- tary Adjus- tment	Adjusted Pop. 5/31/2013	Annex. Pop. 6/1 to 8/31	Mili- tary Adjus- tment	Adjusted Pop. 8/31/2013
Ferndale	11,830	7	0	0	11,837	0	0	0	0	0	0	0	0	0
Lynden	12,340	19	0	0	12,359	0	0	0	0	0	0	0	0	0
Nooksack	1,370	0	0	0	1,370	0	0	0	0	0	0	0	0	0
Sumas	1,399	0	0	0	1,399	0	0	0	0	0	0	0	0	0
WHITMAN														
Albion	545	0	0	0	545	0	0	0	0	0	0	0	0	0
Colfax	2,790	0	0	0	2,790	0	0	0	0	0	0	0	0	0
Colton	415	0	0	0	415	0	0	0	0	0	0	0	0	0
Endicott	295	0	0	0	295	0	0	0	0	0	0	0	0	0
Farmington	145	0	0	0	145	0	0	0	0	0	0	0	0	0
Garfield	595	0	0	0	595	0	0	0	0	0	0	0	0	0
LaCrosse	315	0	0	0	315	0	0	0	0	0	0	0	0	0
Lamont	80	0	0	0	80	0	0	0	0	0	0	0	0	0
Malden	205	0	0	0	205	0	0	0	0	0	0	0	0	0
Oakesdale	425	0	0	0	425	0	0	0	0	0	0	0	0	0
Palouse	1,020	0	0	0	1,020	0	0	0	0	0	0	0	0	0
Pullman	31,000	0	0	0	31,000	0	0	0	0	0	0	0	0	0
Rosalia	555	0	0	0	555	0	0	0	0	0	0	0	0	0
St. John	501	0	0	0	501	0	0	0	0	0	0	0	0	0
Tekoa	785	0	0	0	785	0	0	0	0	0	0	0	0	0
Uniontown	305	0	0	0	305	0	0	0	0	0	0	0	0	0
YAKIMA														
Grandview	11,000	0	0	0	11,000	0	0	0	0	0	0	0	0	0
Granger	3,285	0	0	0	3,285	0	0	0	0	0	0	0	0	0
Harrah	650	0	0	0	650	0	0	0	0	0	0	0	0	0
Mabton	2,290	0	0	0	2,290	0	0	0	0	0	0	0	0	0
Moxee	3,505	19	32	0	3,556	0	0	0	0	0	0	0	0	0
Naches	805	0	0	0	805	0	0	0	0	0	0	0	0	0
Selah	7,290	4	0	0	7,294	0	0	0	0	0	0	0	0	0
Sunnyside	16,130	0	0	0	16,130	0	0	0	0	0	0	0	0	0
Tieton	1,195	0	0	0	1,195	0	0	0	0	0	0	0	0	0
Toppenish	8,950	0	0	0	8,950	0	0	0	0	0	0	0	0	0
Union Gap	6,105	0	0	0	6,105	0	0	0	0	0	0	0	0	0
Wapato	5,030	0	0	0	5,030	0	0	0	0	0	0	0	0	0
Yakima	91,930	0	0	0	91,930	0	0	0	0	0	0	0	0	0
Zillah	3,035	8	0	0	3,043	0	0	0	0	0	0	0	0	0
STATE TOTAL	4,379,223	7,163	121	-308	4,386,199	0	0	0	0	0	0	0	0	0

The cities of Auburn, Bothell, Coulee Dam, Enumclaw, Milton, Pacific and Woodland are located in two or more counties.



RECEIVED
DEC 06 2012
CITY OF GIG HARBOR

December 3, 2012

The Honorable Chuck Hunter
City of Gig Harbor
3510 Grandview St
Gig Harbor WA 98335

Dear Mayor Hunter:

Congratulations! The Puget Sound Regional Council has approved \$663,000 in federal funding for the following project:

- *Cushman Trail Phases 3 & 4*

The PSRC Executive Board voted in October to approve a total of \$450 million for priority projects that will improve local and regional mobility. The projects are helping to achieve our long-range regional transportation plan, Transportation 2040. Final approval by the Governor and federal funding agencies is expected in early 2013.

Securing federal transportation funding for communities in the region is one of the key roles of the Puget Sound Regional Council. These projects were selected on their merits and support the region's economic development and growth.

Thanks to your leadership and excellent work by your staff, our region is advancing a better system that gets people and goods where they need to go, provides transportation choices, and helps grow jobs in the region.

At PSRC we are deeply committed to the future of this region, and we look forward to continuing to partner with you to find transportation, economic development and land use solutions that work locally and regionally.

Warm regards,

A handwritten signature in black ink that reads "Bob Drewel". The signature is stylized and written in a cursive-like font.

Bob Drewel
Executive Director

cc: Marco Malich, Public Works Director



Business of the City Council
City of Gig Harbor, WA

Subject: South Sound 911 Services Agreement

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: December 10th 2012

Exhibits: agreement attached

Proposed Council Action: Approve and authorize the Mayor to execute the attached South Sound 911 Services Agreement.

Initial & Date

Concurred by Mayor: *CMH 12/5/12*
Approved by City Administrator: *RD 12/5/12*
Approved as to form by City Atty: *Via Email*
Approved by Finance Director: *DF 12/5/12*
Approved by Department Head: *MD 12/5/12*

Expenditure	Amount	Appropriation Required
\$247,000 (2013)	Budgeted \$247,000 (2013)	

INFORMATION/BACKGROUND

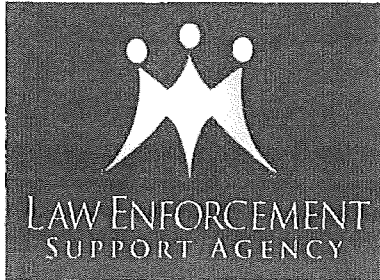
Effective January 1, 2013 a new administrative entity known as "South Sound 911" will assume the administrative and operational functions of the Law Enforcement Support Agency (LESA). This change in structure and management of our local 9-1-1 communications, records management and information technology system results from the approval by Pierce county voters of Proposition No. 1 in November 8, 2011, which enacted a county-wide sales and use tax increase of one tenth of 1% to pay for improvements to and expansion of our 9-1-1 emergency communications systems and facilities infrastructure. The switch in organizational structure and authority requires the city of Gig Harbor to approve a new services agreement.

FISCAL CONSIDERATIONS

\$247,000 (2013 budget)

RECOMMENDATION

I recommend that the Council authorize the mayor to approve the attached South Sound 9-1-1 Services Agreement .



LEADING THE WAY IN 911 COMMUNICATIONS, RECORDS MANAGEMENT & INFORMATION TECHNOLOGY

November 30, 2012

Greetings,

As we near the end of 2012 with one more month to go, it also means there is one month left for LESA before it goes into the history books and is replaced by South Sound 911.

On November 8, 2011, Pierce County voters approved Proposition No. 1 which was for a county-wide sales and use tax measure to pay for improvements to and expansion of the County's 9-1-1 emergency communications system and facilities infrastructure.

Pursuant to Proposition No. 1, Pierce County, the City of Tacoma, the City of Lakewood, and Pierce County Fire Protection District No. 3 created through interlocal agreement a new administrative entity known as "South Sound 911" the purpose of which is to assume the administrative and operations functions of LESA.

The evolution from LESA to South Sound 911 includes updating contracts and user agreements. Please review the attached user agreement between South Sound 911 and your agency. In order to ensure a user agreement is in place between your agency and South Sound 911 effective January 1, 2013, we would appreciate receiving your signed user agreement no later than December 21, 2012.

We are confident that the transition to South Sound 911 will be seamless and transparent. I am sure that you will continue to be pleased with the service that your agency receives. Very few operational changes will occur as a result of this first round of transition, but as always, please contact me if you have any questions or concerns about the transition.

Regards,



Michael Carson
Interim Executive Director
South Sound 911

SOUTH SOUND 9-1-1 SERVICES AGREEMENT

THIS AGREEMENT is entered between SOUTH SOUND 9-1-1 (hereinafter "SS911") and the City of Gig Harbor, (hereinafter "USER") to delineate the terms and conditions upon which "USER" will be allowed access to the information, data bases and/or computer systems controlled, operated or accessed by SS911.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Definitions

- A. Agency: Means South Sound 9-1-1.
- B. User: Means a criminal justice agency as defined in RCW 10.97, and who is a signatory to this Agreement.
- C. Information: Means any data maintained by SS911 in manual or automated files, and data obtained through SS911 from other non-SS911 agency files or systems such as ACCESS (Washington Central Computerized Enforcement Service System).
- D. Office of Record: SS911 is the office of record for the incident data (CAD system - Computer Aided Dispatch, the historical CLEAR system - Consolidated Law Enforcement Automated Records), WebRMS, and local Criminal History. Pierce County Corrections is the office of record for JMS (Jail Management System). The Washington State Patrol controls the ACCESS/WACIC (Washington Crime Information Center)/NCIC (National Crime Information Center) systems. Pierce County Juvenile Courts is the office of record for JUDI (Juvenile Detention Information).
- E. Records Custodian: SS911 is the records custodian for applications residing on the SS911 servers, such as local warrant data, and data residing in the data warehouse.
- F. Member Agency: Includes Pierce County, City of Tacoma, City of Lakewood, City of Fife, Pierce County Fire District No. 3, and any municipality or special district that becomes a party to the agreement establishing South Sound 911.

2. Scope of Services

- A. It is further understood and agreed that USER acknowledges all specific agreement clauses which are attached hereto.
- B. USER further agrees that if USER has connectivity to the ACCESS/WACIC/NCIC system that it has executed and is bound by and shall abide by the ACCESS/WACIC/NCIC User Acknowledgment.

3. Access to Information

- A. It is understood and agreed that SS911 has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by USER.
- B. It is understood and agreed that the information maintained or obtained by SS911 is solely for its Agency purposes and that USER shall have no right to require or request modifications to the method of retrieval of information. SS911 will forward all suggestions for changes and revisions to the SS911 Executive Director or designee for review.
- C. It is understood and agreed that SS911 shall maintain control over its personnel, including all policies and procedures relating to personnel.
- D. It is understood and agreed that USER shall at all times act in strict accordance with the provisions of the Criminal Records Privacy Act, RCW 10.97 and Public Disclosure Law, RCW 42.56, and further, to ensure security and privacy, USER agrees that:
 - i. All users shall treat information as confidential.
 - ii. Dissemination of information shall be pursuant to established Agency Policy and Procedures.
 - iii. Requesters for Agency Criminal History Information or copies of Agency documents shall be directed to SS911 Information Services for processing and dissemination, unless authorized by established Agency Policy and Procedures.
 - iv. Secondary dissemination of information provided to USER by SS911 shall not be made other than as required by law. If dissemination is contemplated, SS911 is to be notified consistent with the law.
 - v. Reproduction of information contained in computerized and manual files shall not be made except as required by law.
 - vi. Disposal of printed information shall be by destruction.
 - vii. USER shall ensure that physical security measures are present to prevent loss, modification, and authorized access to information.
- E. It is further understood and agreed that USER shall limit access to criminal justice employees who are authorized to access such information, and further, ensure that the use of such information is limited to the purposes of criminal justice, as set forth in RCW 10.97. Further, USER agrees that the placement of the computer

shall be in a secure location, with access limited to the aforementioned criminal justice employees whom shall have individually identified user accounts.

4. Fees for Services

- A. It is understood and agreed that SS911 reserves the right to impose reasonable charges to USER for the use of and/or connection to the Agency's system as now constituted or as it may be modified, and USER agrees to pay such reasonable charges.
- B. Fees for services will be calculated based on information contained in "Attachment D".
- C. The annual charges will be calculated and delivered, per the current cost allocation model, to the USER on or before August 31st for the up-coming year of service.

5. Contract Administration and Right to Audit

It is further agreed between the parties that SS911 is authorized to audit the use of the system by USER, and further, is authorized to immediately disconnect USER in the event of any perceived violation of the conditions of this Agreement herein.

6. Terms of Agreement

This agreement will be effective on the effective date listed below and will remain in effect until canceled. Either the USER or SS911 may terminate this Agreement at any time, with or without cause, by notice in writing to the other. This notice is to be given a minimum of sixty (60) days prior to the termination date, except as provided in Section 5 of this Agreement. Written notices shall be provided, in the case of SS911, to:

Executive Director
South Sound 9-1-1
955 Tacoma Ave. S., Suite 102
Tacoma, WA 98402

7. Indemnification

The USER agrees to defend, indemnify and hold harmless the Agency, its Member Agencies and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceeding however caused, arising directly from, or indirectly out of, any action or conduct of the USER in the exercise or enjoyment of this Agreement.

8. Changes to Agreement

Either party may request changes in this Agreement. Any and all modifications shall be mutually agreed upon and incorporated by written amendment to this Agreement and executed by the parties hereto.

This agreement represents the entire agreement between those parties and supersedes any prior oral agreements, discussions, or understandings between the parties.

DATED this ____ day of _____, _____.

EFFECTIVE the 1st day of **JANUARY, 2013**

IN WITNESS WHEREOF the parties hereto have accepted and executed this Agreement as of the day and year written above.

SOUTH SOUND 9-1-1

USER

Interim Executive Director Michael Carson

Approved as to Budget:

Janet Caviezel
Budget & Finance Manager

Approved as to Form:

Jon Walker
Legal Advisor

Title

Address: _____

City/State/Zip

ATTACHMENT "A"
Information Services Policy

Purpose: The purpose of this policy is to delineate the responsibilities of South Sound 911 and user agencies in regard to Information Technology activities such as Internet access, security, acquisition and maintenance of applications, work stations, and printers, and to establish a protocol for connecting to the South Sound 911 network and computer systems.

1. Acquisition and Maintenance

- A. Work stations, and printers presently in use by user agencies that were supplied by the Law Enforcement Support Agency (LESA) may continue in use. When such units need to be replaced, it is the responsibility of the user agency to provide the replacement. The unit supplied by LESA shall be returned to South Sound 9-1-1 (SS911) for disposal and removal from inventory.
- B. Additional work stations, printers, and connectivity devices shall be the responsibility of the user agency. Any wiring, modems, phone lines, etc. required to connect the devices to the computer is the responsibility of the user agency, unless, specifically covered by this Agreement in "Attachment B". Any such items that relate to the SS911 system shall be approved by SS911 to insure that it is compatible with the system, will not degrade other users and that SS911's systems have the capacity to accept the device.
- C. Maintenance of both existing and additional user related equipment is the responsibility of the user.
- D. Any user-supplied software that has the capability of impacting the SS911 Systems shall be approved by SS911 prior to installation.
- E. SS911 will provide technical assistance through SS911 Information Technology staff, per the hourly cost set by the SS911 Policy Board.
- F. SS911 is responsible for maintaining the SS911 system, including the connectivity devices, work stations, monitors, and printers used solely in SS911. SS911 is also responsible for CAD work stations and monitors that are owned by SS911.

2. Internet Access

- A. Internet access will be for business purposes only. Entertainment or convenience use is not acceptable.
- B. Access to the Internet from any PC connected to SS911's wide area network is only allowed via SS911's centralized Internet connection. Alternate methods of Internet access compromise SS911's network security exposing it to potential harm from computer hackers. Alternate methods further violate access rights to other systems connected to SS911's wide area network. Requests for exceptions to this rule must be reviewed and approved by the South Sound 911 Information Services Assistant Director.

3. Internet and Intranet Use

- A. All USER employees are responsible for using computer resources in an ethical, responsible and legal manner.
- B. Use of the Internet, including e-mail to and from the Internet, through USER or SS911 equipment will only be for USER employees, and/or only for USER business related purposes.
- C. USER Management is responsible for managing use of the Internet by their staff, restricting use or limiting time as they see appropriate.
- D. USER employees should consider their Internet activity as public information and manage their activity accordingly. All Internet traffic goes out beyond the protected SS911 network into a wide reaching network that is not secured.
- E. SS911 Information Technology monitors and reports on the Internet activity on SS911's network.
- F. The viewing and downloading of offensive material from the Internet or any non-official (non-SS911) use is not allowed.
- G. All copyrighted information and software found on the Internet must be respected.
- H. Virus checks must be completed on all files and e-mail attachments downloaded from the Internet.
- I. When using the Internet through USER or SS911 resources, USER employees are representing the USER and SS911, thus all communications across the Internet shall be professional and appropriate.
- J. Software packages, including screen savers, should not be configured to automatically retrieve updated information from the Internet during normal SS911 business hours (7:30am to 5:00pm). Request for exceptions to this can be directed to the Information Services Assistant Director for analysis of impact on SS911 resources.

4. Electronic Mail

- A. The SS911 Electronic Mail system is to be used only for SS911 and USER business. As such, SS911 officials may inspect messages at any time.
- B. While in the office, all employees have the responsibility to check their mailbox once per day and to delete all old E-Mail envelopes in a timely manner.
- C. Do not send junk mail or other non-business mail. The E-mail system will not be used as a method of communicating non-essential, non-official or non-SS911 information to other system users.
- D. System-wide messages will only be used by the E-Mail administrator.
- E. A username unique throughout SS911 will be assigned to each SS911 E-Mail user. This allows the SS911 E-Mail system to work properly when sharing messages with other organizations and the Internet.
- F. Each message you receive and each message you send is stored on your server until you delete the envelope. Over time the accumulation of all these messages for all the users takes up quite a bit of disk space.
- G. All E-Mail messages can be requested from the system under legal actions and by the SS911 system Administrators or as authorized by SS911 Administration.

H. Generic names for E-Mail users will not be allowed except as authorized by the Information Services Assistant Director.

5. General Use

- A. USER will establish a central point of contact for SS911 so that USER can be notified of impending changes, system non-availability and other technical issues.
- B. USER is responsible for ensuring USER employees understand how to get assistance from SS911 should problems occur.
- C. SS911 will provide support in accordance with terms outlined above or as published in the Agency Fee Schedule.

ATTACHMENT "B"
Dispatch Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of SS911 and USER in regard to police dispatch services and fees associated therewith.

1. South Sound 911 Responsibilities

- A. Receive and accept emergency and routine police calls from within the boundaries of areas served by USER.
- B. Handle calls according to the procedures established by SS911.
- C. Maintain radio and support communications with USER from the time of the initial call and provide additional assistance as needed within customary support as provided by SS911.
- D. Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by SS911.
- E. The services to be provided by SS911 shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this agreement.

2. USER Responsibilities

- A. USER shall comply with the standard operating procedures for services as may be established from time to time by SS911.
- B. USER is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of USER.

3. Fee Assessments

- A. Charges for dispatch services shall be based on cost allocations determined by the SS911 Policy Board.
- B. Charges for services are calculated based on information contained in Attachment "D" Term Sheet.

ATTACHMENT "C"
Records Management Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of SS911 and USER in regard to Records Management Services (RMS) and fees associated therewith.

- 1. South Sound 911 Responsibilities (will vary depending on services selected by USER)**
 - A. Provide records management support for WebRMS data entry and approvals using IBR/NIBR standards in the form of training, problem solving, auditing and statistical gathering.
 - B. Provide additional services as selected by USER including:
 - i. Court ordered Expungements and Sealing
 - ii. UCR/IBR Reporting
 - iii. Distribution of Incident Reports
 - iv. Warrants
 - v. Data Entry – Police Records
 - vi. Subpoena Processing
 - vii. Public Counter Assistance (which may include public disclosure requests, fingerprinting series and concealed pistol license applications)
 - viii. Pistol Transfer Applications
 - ix. Records Checks
 - x. Court Dispositions
 - xi. General Copying/Special Requests
 - xii. Criminal History Requests
 - xiii. Archiving and Storage of Law Enforcement Records
- 2. USER Responsibilities**
 - A. USER shall comply with the standard operating procedures for records management as may be established from time to time by SS911.
 - B. USER is responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of USER.
- 3. Fee Assessments**
 - A. Charges for records management services shall be based on cost allocations determined by the SS911 Policy Board.
 - B. Charges for services are calculated based on information contained in Attachment "D" Term Sheet.

ATTACHMENT "D"
Term Sheet

This Term Sheet shall be updated annually to identify services to be provided to USER by SS911 and certify number of commissioned officers and user accounts.

INFORMATION SERVICES:

Number of User Accounts: 22
 Number of Full-Contributors 21 Number of Search/Read Only 1

Non-Universal Charges:

E-Mail Services Yes X No Number of Accounts 100
 NetMotion Yes X No Number of Accounts 32
 Web Hosting Yes X No Public Facing Yes No X
 Internet Access Yes No X

COMMUNICATIONS SERVICES: Yes X No

RECORDS MANAGEMENT SERVICES:

Number of Commissioned Officers 15

Service Provided	Yes	No
Court Ordered Expungements and Sealing	X	
UCR/IBR Reporting	X	
Distribution of Incident Reports		X
Warrants		X
Data Entry – Police Records		X
Subpoena Processing		X
Public Counter		X
Pistol Transfer Applications		X
Records Checks		X
Court Dispositions		X
Gen. Copying/Special Requests		X
Criminal History	X	
Archiving		X



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

Subject: Skansie House Restoration – Small Public Works Contract Award

Proposed Council Action:

Award and authorize the Mayor to execute a Small Public Works Contract with Bask Enterprises in the amount of \$69,881.60 for repairs to the Skansie House and authorize the Public Works Superintendent to approve additional expenditures up to \$14,000 to cover any cost increases that may result from contract change orders due to the nature of this project.

Dept. Origin: Public Works/Operations

Prepared by: *Marco Malich*
Marco Malich
Public Works Superintendent

For Agenda of: December 10, 2012

Exhibits: Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

CLH 11/27/12

D-11-27-12

via email 11/26/12

DR 11-27-12

Expenditure Required	\$69,881.60	Amount Budgeted	\$85,000	Appropriation Required	\$0
-----------------------------	-------------	------------------------	----------	-------------------------------	-----

INFORMATION/BACKGROUND

The 2012 Parks Development budget provides funds to perform repairs to the house located at Skansie Brothers Park. This work includes essential electrical, plumbing, flooring and painting improvements to the interior of the house for potential future use of the structure to benefit the community.

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from fourteen (14) general contractors and obtained the following two (2) quotes to complete the scope of work:

Bask Enterprises	\$ 69,881.60
Washington Patriot Construction	\$119,956.52

FISCAL CONSIDERATION

The 2012 Parks Development budget, Objective #3 provides sufficient funds for this work.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Award and authorize the Mayor to execute a Small Public Works Contract with Bask Enterprises in the amount of \$69,881.60 for repairs to the Skansie House and authorize the Public Works Superintendent to approve additional expenditures up to \$14,000 to cover any cost increases that may result from contract change orders due to the nature of this project.

CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and Bask Enterprises, LLC, a Limited Liability Company (the "Contractor").

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

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the contractor has received a Notice to Proceed from the City. All work shall be completed no later than 75 days from the date of commencement stated in the Notice to Proceed.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Sixty-Four Thousand Four Hundred and Seven Dollars and Zero Cents (\$64,407.00), plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Sixty-Nine Thousand Eight Hundred Eighty-One Dollars and Sixty Cents (\$69,881.60).

4. Retainage.

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

X Retained in a fund by the City until sixty (60) days following the final acceptance of said improvement or work as completed;

_____ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final

{ASB983054.DOC;1\00008.900000\}

acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

_____ Placed in escrow with a bank or trust company by the City until sixty (60) days following the final acceptance of said improvement or work as completed. When the monies reserved are to be placed in escrow, the City shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

5. Performance and Payment Bond - 50% Letter.

A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.

B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

6. Warranty/Maintenance Bond.

The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond in an amount and form approved by the City in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's 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.

{ASB983054.DOC;1\00008.900000\ }

B. 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 Contractor and the City, its officers, officials, employees or 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 Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

A. The Contractor shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor'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 commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

C. 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.

D. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

10. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall

{ASB983054.DOC;1\00008.900000\ }

take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

11. Compliance with Laws. The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

12. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

13. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

14. Relationship of Parties. The parties intend that an independent contractor-client 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 its agents, employees, representatives and subcontractors during the performance of this

{ASB983054.DOC;1\00008.900000\ }

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

15. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

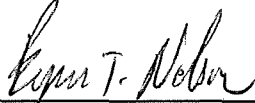
16. Entire Agreement. This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

MAYOR CHARLES L. HUNTER
Date: _____



By: Byron T. Nelson
Title: Managing Member
Date: 11/26/12

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

PROJECT DESCRIPTION:

The Skansie House is located at Skansie Brothers Park in downtown Gig Harbor at 3207 Harborview Drive. The house was constructed in 1910, with the second floor added in 1912. The house has a basement, main floor and second floor. Construction consists of a stone foundation, wood post/beam with wood joists at main floor. The second floor is wood framed with plaster wall finish. The exterior main floor walls are a combination of masonry with plaster on the interior walls. The interior partitions separating rooms 103 and 104 are also plaster wall finish. The walls are solid with no space for electrical or plumbing concealed in the walls. New heating and plumbing is required. The City installed a new panel and underground power. Electrical work includes new power for fixtures and outlets and plug mould on the main level; the second level will have a minimum amount of lighting. See Electrical and Mechanical Plans.

Mandatory pre-bid site visit on Wed., November 7, 2012 at 10:30 a.m. - All bids submitted shall be by firms with a representative who is present and recorded as a bidder at the pre-bid site visit. The pre-bid site visit will be at the Skansie House, 3207 Harborview Drive.

Bid Due Date on Wed., November 14, 2012 at 10:00 a.m. - For consideration for this project, price quotations must be received by at: City of Gig Harbor, Public Works/Operations, Attn: Terri Reed, 3510 Grandview Street, Gig Harbor, WA 98335 or email to: reedt@cityofgigharbor.net.

Telephone inquiries regarding the Project may be directed to the City of Gig Harbor, Attn: Marcos McGraw at (253) 853-2647.

1. GENERAL REQUIREMENTS:

Lead Paint Identification Survey (report dated April 6, 2007) – Provided as a reference of presence of lead paint on both the interior and exterior components of the dwelling. Federal law requires renovation firms to be certified and requires individuals to be trained in the use of lead-safe work practices.

Contractor shall: 1) provide a copy of EPA or State lead training certificate to the City, 2) inform the City what lead-safe methods will be used to perform the job, and 3) keep records to demonstrate that workers have been trained in lead-safe work practices and follow lead-safe work practices on the job.

Small Works Roster: Contractor must be on the City of Gig Harbor's Small Works Roster prior to contract award. Membership can be obtained through: http://www.mrscrosters.org/smallWorks_Account.aspx.

City Contract – Sample City contract provided for reference as to contract requirements including insurance and prevailing wage requirements. To perform the work, this agreement will serve as the binding contract.

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

WORK DIVISION ITEMS – BASE BID:

CARE MUST BE TAKEN NOT TO DAMAGE ANY INTERIOR OR EXTERIOR SURFACES OR STONE FOUNDATION.

2. Site work :

City of Gig Harbor to provide all site work.
Contractor to make all connections at locations shown on Sheet P1.0.

3. Concrete:

No concrete work.

4. Masonry & Stone:

Lay out any penetrations for approval by City, prior to any cutting. Patch as required.

5. Metals:

Provide all necessary hardware, clips and fasteners as required to provide a complete job.

6. Carpentry:

Provide all cutting and patching; all running trim materials to be clear paint grade fir.

7. Moisture protection:

Patch as required for new roof flashings; see detail 1/M1.1 & 2/M1.1; provide insulation as shown and described on sheets M1.0 and M1.1.

Provide insulation as manufactured by CertainTeed, Johns Manville, Owens Corning or approved equal to the level of R-values indicated on the drawings and as follows:

1. The building was built between 1910 and 1912 with non-dimensional lumber with non-standard spacing of studs and joists. Field measure and cut insulation to fit exposed cavities being insulated.
2. Basement level insulation shall be installed within joist cavities following application of primer-sealer vapor barrier paint. Primer-sealer paint shall be Sherwin Williams Moisture Vapor Barrier B72W1, Benjamin Moore & Co. Super Spec Latex Vapor Barrier Primer Sealer 260, Glidden Vapor Barrier Interior Primer Sealer 1060-1200 or approved equal. Apply per manufacturer's installation instructions with an airless sprayer.

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

3. Basement floor joist insulation shall be Johns Manville "Comfort Therm" poly-encapsulated glass fiber insulation with non-vapor retarding plastic facing or similar product by other approved manufacturer.
4. Attic level roof insulation shall be blown in for the upper attic with baffles provided to maintain an air circulation space between the roof deck and insulation along the building perimeter.
5. Attic level insulation directly above the first floor shall be two layers of un-faced batt insulation laid in opposite directions to stagger joints between batts.
6. Attic wall insulation shall be foil face with vapor barrier installed to the warm side.

8. Doors and Windows:

Patch and prep doors as required for paint.
Paint door to second floor and basement (2 sides).
Glass replacement will be the responsibility of the City.

9: Finishes:

Where wood floors are being finished or refinished, type of finish to be Bona Kem, Traffic w/matt finish, per manufacturer instructions.

Paint Spec: Parker Paint, Satin Glow 4850, 100% Acrylic Satin Enamel or equal.

Surface Preparation

Before applying, read and follow all directions and caution information on container label and Surface Preparation information in this manual. All surfaces to be coated must be sound, clean and dry, free of contamination or foreign material that can affect the paint film. Glossy topcoat surfaces should be sanded prior to painting. Clean and fill all major cracks, voids, holes and moisture problems, prime as necessary.

Wood	Alkyd Undercoater 1700 Acrylic Undercoater 1842
Masonry/CMU	Flex Bind 2345 - Block Filler 9135
Concrete	Alkali Resistant 1840 - Flex Prime 2333
Wallboard	Pro Prime 1843 - Pro Seal 9125 X-Terminator - X-Terminator 2
Metal	Rust Proof Red Alkyd 1652 Overlay Red Alkyd 1679
Galvanized & Aluminum	Galv-O-Prime 1821
Recommended Levels of Drywall Finish Per GA-214-96	Level 4

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

Application

NOT RECOMMENDED FOR: Bare wood, plaster, metal, glossy surfaces or cold surfaces (below 50° F).

Do not apply without the use of an appropriate primer.

New wood should have moisture content not exceeding 15% as determined by a moisture meter using appropriate testing methods. Concrete, stucco and masonry must also be allowed to cure for 30 days, prior to painting. pH of the cementitious substrate must be below 10 prior to painting. If not, neutralizing with weak acids like acetic or phosphoric is recommended with good water washing after it has dried. **Apply @ 50-90° F and 50% RH.** Do not apply paint coatings during rainy, damp, foggy or freezing weather, in direct sunlight or on hot surfaces.

Equipment Recommendations:

Air Atomized spray with appropriate nozzle set up. Premium quality nylon and polyester brushes and roller covers. Maintain a wet edge to insure a uniform lap free finish.

Airless Spray using tip size of .015 to .021.

Thinning:

Not required. To thin, add no more than 4 fluid ounces of clean water per gallon. Do not add additives to this product.

Clean Up/ Storage:

Water clean up. Store at between 40 and 100 degrees F. (5-38 degrees C). Keep From Freezing

Special Notes:

"Surfactant Bleed" sticky white, brown, clear runs or spots can occur on newly painted surfaces if exposed to moist conditions before surfactants can evaporate from the drying paint film. Remove these water-soluble extractives by washing with mild detergent and water. Use alkyd enamels in high moisture areas to avoid this problem.

Precautions

If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air or wear respiratory protection (NIOSH/MSHA TC23C or equivalent) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed get medical attention immediately.

Keep out of reach of Children

Do not take internally

Use with adequate ventilation

To the best of our knowledge, the information presented herein is correct. No guarantee of accuracy is given or implied. The information is subject to change without prior notice. Because conditions of surface preparation, material handling, and application are beyond our control, we assume no responsibility for product performance or injuries resulting from use of our products. Liability, if any is limited to the replacement of products. No other warranty or guarantee of any kind is made by the seller, express or implied, statutory, by operation or law or otherwise, including merchantability and fitness for a particular purpose.

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

Floors, Oak: Room No.100 replace oak flooring, base-shoe, finish

Floors, Fir: Rooms No. 101, 102, 103: Sand and re-finish

Ceramic Tile Floors: Rooms No 104: Steam clean tile floor

Walls and Ceilings: Patch as necessary, match adjoining surface, seal any water stains, prime and paint with semi-gloss paint. Walls and ceilings to be primed throughout and then painted with a semi-glass paint

Wood Work and Doors: Patch doors as required, prime and paint with semi-gloss enamel

Colors: Shall be provided by the City – submit color options with product submittal for approval

12. Casework Room 101:

Remove existing combination dishwasher/metal sink cabinet. Provide new birch cabinet with doors to match existing cabinet doors. Field measure existing opening to match new cabinet with existing. See Detail on Sheet A2.

15. Mechanical:

See Sheets: MP0.0 - Schedules
MP0.1 - Mechanical Specifications
MP0.2 - Mechanical Specifications & NREC Compliance
M1.0 - Basement HVAC Plan & Section
M1.1 - Main & Upper Floor HVAC Plans and Details
P1.1 - Plumbing Floor Plans and Details

16. Electrical:

See Sheets: E1 - Basement Electrical Plan
E2 - First and Second Floor Electrical Plans
E3 - Electrical Specifications

ROOM TASKS – BASE BID:

The following work is to be performed in each room in the basement, attic and on the first floor. Patching for Mechanical and Electrical is to be included.

BASEMENT AND CRAWL SPACES

VAPOR BARRIER:

Apply two coats of vapor barrier paint to basement joist spaces with an airless sprayer.

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

INSULATION:

Insulate basement ceiling joist spaces with R-25 batt insulation.

ROOM 100

FLOORING:

Replace approximately 100sf 2" x 1/2" square edge oak flooring, match existing thickness and profile
Refinish wood flooring, new and existing oak flooring to match existing
Repair base as necessary
Furnish and install 3/4 oak base shoe finished to match floors

WALLS & CEILINGS:

Patch as necessary
Seal any stains with suitable product
Prime all surfaces to be painted
Paint walls with a low sheen paint, **color off-white**

WOOD TRIM AND WINDOW FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen enamel paint, **color off-white**

WOOD DOORS & FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen enamel paint, **color off-white**

MISCELLANEOUS:

Plug holes in walls and floor - wood to match existing where pipes are removed.

ROOM 101 & ELCOVE ROOM 102

FLOORING:

Refinish wood floors
Furnish and install 1x6 base paint to match walls
Furnish and install 3/4 base shoe

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

WALLS & CEILINGS:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint walls with a low sheen paint, **color off-white**

KITCHEN CABINETS:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint **INSIDE AND OUTSIDE** with a low semi-gloss enamel paint,
color off-white

WOOD DOORS & FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen enamel paint, **color off-white**

KITCHEN SINK UNIT

Provide a painted cabinet to in-fill existing sink/dishwasher with white ceramic tile countertop. Field verify cabinet opening size and backsplash size to match existing. Kitchen sink to be provided and installed by Division 15.

Hardware Stainless Steel
Use best commercial cabinet building practices
Paint with enamel cabinet finishes

CERAMIC TILE :

Thoroughly clean ceramic tile and grout at all floors and wainscots
Provide submittals on methods and products to be used in the cleaning operation for approval by City
Provide ceramic tile for kitchen sink unit countertop and backsplash
Seal all tile and grout
Provide submittals on products for approval by City

ROOM 102

FLOORING:

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

Refinish wood floors
Furnish and install 1x 6 base paint to match walls
Furnish and install ¾ base shoe
Furnish and install 1x header @ door between rooms 101 &102 to match flooring

WALLS & CEILINGS:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint walls with a low sheen enamel paint, **color off-white**

WOOD TRIM AND WINDOW FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen enamel paint, **color off-white**

WOOD DOORS & FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen enamel paint, **color off-white**

ROOM 103

FLOORING:

Refinish wood floors
Furnish and install 1x 6 base paint to match walls
Furnish and install ¾ base shoe
Furnish and install 1x header @ door between rooms 101 &103 to match flooring

WALLS & CEILINGS:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint walls with a low sheen paint, **color off-white**

WOOD WAINSCOT & TRIM:

Patch as necessary
Seal any stains with suitable product

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

Prime as necessary
Paint wainscot with low sheen enamel paint, **color off-white**

WOOD TRIM AND WINDOW FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen enamel paint, **color off-white**

WOOD DOORS & FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen enamel paint, **color off-white**

ROOM 104

CERAMIC TILE :

Thoroughly clean ceramic tile and grout at all floors and wainscots
Provide submittals on methods and products to be used in the
cleaning operation for approval by City
Seal all tile and grout
Provide submittals on products for approval by City

WALLS & CEILINGS:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint walls with a low sheen paint, **color off-white**

WOOD WAINSCOT & TRIM:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint wainscot with low sheen enamel paint, **color off-white**

WOOD TRIM AND WINDOW FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen paint, **color off-white**

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
SCOPE OF WORK
October 31, 2012

WOOD DOORS & FRAMES:

Patch as necessary
Seal any stains with suitable product
Prime as necessary
Paint with a low sheen paint, **color off-white**

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
ADDENDUM NO. 1
November 8, 2012

General:

1. During the walkthrough it appeared that suspected asbestos material may be present in the building. A survey will be conducted by the City of Gig Harbor to confirm if asbestos materials are present and action will be taken to remove such materials prior to issuing a Notice to Proceed for the work of CCP-1104.
2. The bid time and date remain unchanged.

Architectural Drawings:

1. Between RM 100 and RM 103, on Drawing A2, provide a new 4 feet wide wall opening as shown on Drawings P1.0 and M1.1. The wall opening shall be centered on the RM103 wall between the west wall and the closet. The wall opening height shall match the door opening height between RM101 and RM103. Provide necessary wood framing and header for the opening with finish to match adjacent surfaces.

Mechanical Drawings:

1. On Drawing P1.0, revise Construction Note 8 to read:
"Existing Lavatory will be removed and cleaned by City of Gig Harbor and faucet/drain assembly verified operational. Contractor shall remove the existing water supply stops (abandoned) to a point within the wall and patch the openings with grout. Provide new water supply stops through the floor. Reinstall the existing lavatory and provide new trap assembly and provide rigid chrome plated risers between the stops and the faucet."

Electrical Drawings:

1. Revise electrical work as shown on the attached Drawing E2.0
2. In RM 100, a new opening is being provided between RM 100 and RM 103. The opening location shall be as shown on Drawings P1.0 and M1.1. The receptacle shown on Drawing E2.0, First Floor Electrical Plan shall be relocated from the new wall opening location to a location 4 feet east.

END OF ADDENDUM NO. 1

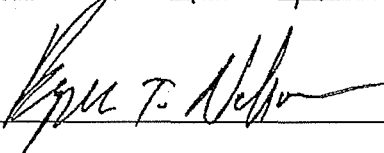
Attachments:

Drawing E2.0 – First and Second Floor Electrical Plan dated 11-7-12

EXHIBIT A
SKANSIE HOUSE RESTORATION
(CPP-1104)
ADDENDUM NO. 1
November 8, 2012

Acknowledgement of Receipt of Addenda: Please sign and date this form to acknowledge that you have received Addendum No. 1 to the Contract Documents for the above referenced project.

Name of Plan Holder: Bask Enterprises, LLC

Signature of Plan Holder: 

Date: 11/10/12

TO ACKNOWLEDGE RECEIPT OF ADDENDUM No. 1.

PLEASE FAX THIS SHEET TO THE CITY OF GIG HARBOR AT (253) 853-7597

ATTENTION: Terri Reed

END OF ADDENDUM No. 1

**SKANSIE HOUSE RESTORATION
(CPP-1104)
QUOTE FORM**

For consideration for this project, price quotations must be received on this form by 10:00 a.m.,
Wed., November 14, 2012 at:

Mail or Deliver to: City of Gig Harbor
Public Works/Operations
Attn: Terri Reed
3510 Grandview Street
Gig Harbor, WA 98335

Or email to: reedt@cityofgigharbor.net

Questions: Contact Marcos McGraw at (253) 853-2647 or mcgrawm@cityofgigharbor.net

Bid Item	Description	Amount
	The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the following:	
Base Bid	Skansie House Restoration (CPP-1104) Scope of Work (dated October 31, 2012):	\$ 64,407. ⁰⁰
	Applicable WA State Sales Tax (8.5%)	\$ 5,474. ⁶⁰
	Total Base Bid	\$ 69,881. ⁶⁰
Bid Alternate #1	Skansie House Restoration (CPP-1104) Deduct All Finish Painting:	\$ 4,057. ⁶⁰
	Applicable WA State Sales Tax (8.5%)	\$ 344. ⁸⁵
	Total Alt. #1	\$ 4,401. ⁸⁵
Bid Alternate #2	Skansie House Restoration (CPP-1104) Deduct All Wood Floor Finish:	\$ 2,300. ⁰⁰
	Applicable WA State Sales Tax (8.5%)	\$ 195. ⁵⁰
	Total Alt. #2	\$ 2,495. ⁵⁰

RECEIVED

NOV 14 2012

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

SKANSIE HOUSE RESTORATION
(CPP-1104)
QUOTE FORM

Signature: *Byron T. Nelson* Date: 11/14/12
 Printed Name: Byron T. Nelson Title: Member
 Company Name: Bask Enterprises, LLC
 Address: 7195 Wagner Way STE 202
Gig Harbor, WA 98335
 Phone: 253-858-5613 Fax: N/A
 Email address: bnelson@baskenterprises.net
 UBI Number: 603-134-217
 WA Contractor License No.: CC BASKEEL892PD



Business of the City Council
City of Gig Harbor, WA

Subject: Rosedale Street Improvement
Project TIB Grant Agreement

Proposed Council Action: Authorize the Mayor to sign the Grant Agreement and Project Funding Status form as presented.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: December 10, 2012

Exhibits: Grant Agreement
Project Funding Status Form

	Initial & Date
Concurred by Mayor:	<i>CLH</i> 12/6/12
Approved by City Administrator:	<i>R</i> 12-6-12
Approved as to form by City Atty:	<i>olvaemile</i> 12/6/12
Approved by Finance Director:	<i>R</i> 12/6/12
Approved by Department Head:	<i>R</i> 12/6/12

Expenditure	Amount	Appropriation
Required 0	Budgeted \$650,000.00	Required 0

INFORMATION / BACKGROUND

The Washington State Transportation Board (TIB) awarded grant funds to the City of Gig Harbor for pavement maintenance of the section of Rosedale Street from Skansie Avenue to Shirley Avenue. The work described within this grant will be constructed in conjunction with the Rosedale Street Pedestrian Improvement project and after the Rosedale Street water main improvements scheduled for spring 2013. This grant is in the amount of \$180,712 with a local match from the City in the amount of \$33,263.

FISCAL CONSIDERATION

This project is included in the 2013 Budget in Street Capital (Objective No. 6).

BOARD OR COMMITTEE RECOMMENDATION

These improvements to Rosedale Street were presented to the Operations & Public Projects Committee during the meeting held February 17, 2011.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the Grant Agreement and Project Funding Status form as presented.



City of Gig Harbor
3-P-127(001)-1
FY 2014 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Gig Harbor
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2014 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Gig Harbor, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$180,712 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board Project Funding Status Form

Agency: **GIG HARBOR**

TIB Project Number: **3-P-127(001)-1**

Project Name: **FY 2014 Arterial Preservation Project
Multiple Locations**

Verify the information below and revise if necessary.

Return to:
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

RECEIVED

NOV 28 2012

CITY OF GIG HARBOR
ENGINEERING

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GIG HARBOR	33,263	
WSDOT	0	
Federal Funds	0	



Business of the City Council
City of Gig Harbor, WA

Subject: Donkey Creek Restoration and Transportation Improvements Project - Construction Support Services - Consultant Services Contract/Parametrix, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute a Consultant Services Contract with Parametrix, Inc. in an amount not-to-exceed \$580,675.85.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E. Senior Engineer *EAA 12.6.12*

For Agenda of: December 10, 2012

Exhibits: Consultant Services Contract And Exhibits

Concurred by Mayor: *cut 12/6/12*
Approved by City Administrator: *R 12-6-12*
Approved as to form by City Atty: *per email 12.6.12*
Approved by Finance Director: *[Signature] 12/6/12*
Approved by Department Head: *[Signature] 12/6/12*

Initial & Date

Expenditure Required	\$ 580,675.85	Amount Budgeted	** See Fiscal Consideration below	Appropriation Required	\$0
----------------------	---------------	-----------------	-----------------------------------	------------------------	-----

INFORMATION / BACKGROUND

This consultant services contract provides for the following services: construction management assistance; engineering support during construction; contract administration assistance; archeological monitoring and reporting; materials testing; geotechnical inspection; landscape architect assistance; construction surveying and staking; and binding site plan/final conservation easement preparation on the museum site associated with the Donkey Creek Restoration and Transportation Improvements project. The actual construction schedule has not been submitted nor approved by the City and is still under development by the selected construction contractor. For this contract, it is assumed that the project will be constructed within the allocated number of days shown in the construction contract documents. If the construction schedule varies significantly from the number of days in the contract, the level of effort and associated estimated dollar amount for Contract Amendment No. 4 will vary correspondingly.

FISCAL CONSIDERATION

Donkey Creek Restoration and Transportation Improvements Project (rounded to the nearest \$1000)

Carry over from 2012 Budget:	\$	415,000.00
Adopted 2013 Budget:	\$	3,402,000.00
<u>Budgeted Amount:</u>		<u>\$ 3,817,000.00</u>
Construction Contract	\$	3,020,000.00
Construction Management and Materials Testing:	\$	581,000.00
Special Inspection and Testing (WSDOT - estimate):	\$	35,000.00
Subtotal Estimated Construction Costs:		\$ 3,636,000.00
Reserve Amount (if needed for changes during construction):	\$	150,000.00
<u>Total Estimated Costs:</u>		<u>\$ 3,786,000.00</u>

BOARD OR COMMITTEE RECOMMENDATION

The general project schedule was discussed at the November 15, 2012 meeting. No recommendation regarding this contract amendment was made.

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute a Consultant Services Contract with Parametrix, Inc. in the not-to-exceed amount of \$580,675.85

Appleton, Emily

From: Bio F. Park <bpark@omwlaw.com>
Sent: Thursday, December 06, 2012 2:33 PM
To: Appleton, Emily
Cc: Whitaker, Maureen; Misiurak, Steve; Angela S. Belbeck
Subject: RE: Dec 10 Council Mtg - Consultant Services Contract - Donkey Creek Restoration and Transportation Improvements Project

Hi Emily,

I reviewed the contract and agenda bill, and they are approved as to form. Call if you have questions. Thanks!

Bio F. Park | Attorney at Law



Ogden Murphy Wallace P.L.L.C.
1601 Fifth Ave., Suite 2100 Seattle, WA 98101
phone: 206.447.7000 | fax: 206.447.0215
bpark@omwlaw.com | omwlaw.com

CONFIDENTIAL COMMUNICATION - This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. Section 2510, and its disclosure is strictly limited to the recipient intended by the sender. It may contain information that is proprietary, privileged, and/or confidential. If you are not the intended recipient, any disclosure, copying, distribution, or use of any of the contents is STRICTLY PROHIBITED. If you have received this message in error, please notify the sender immediately at bpark@omwlaw.com and destroy the original transmission and all copies. Thank you!

From: Appleton, Emily [<mailto:AppletonE@cityofgigharbor.net>]
Sent: Thursday, December 06, 2012 10:06 AM
To: Bio F. Park
Cc: Whitaker, Maureen; Misiurak, Steve
Subject: Dec 10 Council Mtg - Consultant Services Contract - Donkey Creek Restoration and Transportation Improvements Project
Importance: High

Hi Bio,

Please review the attached council bill and contract – Donkey Creek Restoration and Transportation Improvements Project – Construction Support Services – Consultant Services Contract with Parametrix. My apologies for the quick turnaround required!

Thank you,

Emily Appleton

Emily Appleton, P.E.
Senior Engineer
City of Gig Harbor
(253) 853-7620

~ Dedicated to public service through teamwork and with respect for our community ~

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
PARAMETRIX, INC.

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in construction of the Donkey Creek Restoration and Transportation Improvements Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five Hundred Eighty Thousand Six Hundred Seventy-five Dollars and Eighty-five Cents (580,675.85) for the services described in Section 1 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. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 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.

3. **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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. **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 March 31, 2014; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. 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 or 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 Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. 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, subconsultants or subcontractors.

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 per occurrence. All policies and coverages shall be on an occurrence

basis by an 'A' rated company licensed to conduct business in the State of Washington.

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 upon request.

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.

9. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. 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.

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is

retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

12. 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 subconsultants 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.

13. 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.

14. Resolution of Disputes and Governing Law.

A. 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.

B. 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Parametrix, Inc.

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.

ATTN: Shannon Thompson
4660 Kitsap Way, Ste. A
Bremerton, WA 98311
(360) 377-0014

City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit B** attached hereto and incorporated herein by this reference as if set forth in full.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – SCOPE OF SERVICES

City of Gig Harbor

For Phase 05 Construction Support Services/Contract Administration For the Donkey Creek Restoration and Transportation Improvements Project CPP-0914

INTRODUCTION

Parametrix will provide construction support services, contract administration, materials testing and construction staking for the Donkey Creek Restoration and Transportation Improvements project as provided in this Scope of Services. The City of Gig Harbor (CITY) has advertised for bids and has awarded a construction contract on November 13th, 2012.

PROJECT LIMITS AND GENERAL PROJECT DESCRIPTION

The project will involve the day lighting of Donkey Creek in combination with the one way Austin Street circulating traffic option, along with the construction of a reinforced concrete vehicular and shared-use bike pedestrian bridge (Schedules A, B, C, D of the Construction Contract Documents).

Affected utility providers will relocate their facilities as part of this project. It is assumed that the majority of this utility work and construction of the underground facilities (trenching, conduits, vaults and pull boxes) was completed during the “utility relocation window” that has taken place.

GENERAL CONSTRUCTION PHASE ADMINISTRATION

PARAMETRIX will provide the CITY with Owner Representative Services, construction phase design administration, construction survey staking and construction observation services as described herein. PARAMETRIX’s services include management support, construction survey, field observation services as requested by the CITY, construction phase documentation, geotechnical services, archaeological and environmental support, materials testing and administrative support as specifically identified below. PARAMETRIX shall provide organization chart roles, responsibilities, and information flow.

PARAMETRIX will perform the work tasks described in this scope of services under the overall direction of the CITY. PARAMETRIX will act as the CITY’s representative and maintain direct communications with the CITY to review and document the Contractor’s work. PARAMETRIX will prepare change orders if requested by the CITY, measure and evaluate materials quantities as requested by the CITY, review Contractor submitted Requests for Information (RFIs), and prepare or review monthly draft pay estimates.

The CITY will set up a project document management system for use in future CITY and state audits. The management system will provide for filing correspondence and communications to or from all parties throughout the duration of the project. The system will file and track the documents that impact Contractor payment issues for pay quantities. The system will file and track the reports and communications that relate to public involvement, complaints and questions, traffic control by the

Contractor, wage rates, Department of Labor and Industry issues, and related project communications. The filing schedule and format will be in accordance with the CITY filing standards.

PARAMETRIX's field staff will be at the project site as described herein to observe the Contractor's performance for general compliance with the conditions of the contract documents. PARAMETRIX is on-site to provide additional assurance that the Contractor's work is proceeding as required in the contract documents and plans and specifications. PARAMETRIX makes no guarantee about the Contractor's work and is not responsible for the safety practices, scheduling or other compliance or noncompliance of the Contractor.

PARAMETRIX's fee and work effort is based on a time and material not to exceed estimate so all savings remain with the CITY after project closeout. The Project Manager will monitor and manage both scope of services and project budgets and report to the CITY monthly. The Attached estimate is based upon the assumption that construction will be 280 working days following the issuance of a Notice to Proceed. Construction substantially beyond this duration will require additional administration and engineering time, which will be considered extra work. Extended construction and additions to scope will be addressed in a mutually agreed upon amendment to this contract, and shall be negotiated in advance of performing the work.

PARAMETRIX will perform its services for the work described in this scope following the degree of care and skill ordinarily established by professional consultants and following the standards of the industry performing under similar circumstances.

TASK 1 - PROJECT MANAGEMENT

PARAMETRIX will provide general oversight and management of the construction phase of the project. In conjunction with the CITY, PARAMETRIX will monitor the project and keep the CITY informed of the project status at all times. Utilizing construction meetings, field orders, work change directive, RFIs, review of pay requests and submittals, PARAMETRIX will assist in tracking progress, in addition to identifying and proactively resolving issues. PARAMETRIX project manager will work as an extension of City staff.

Shannon Thompson is the PARAMETRIX Project Manager for this project and will provide:

- Project management of PARAMETRIX staff and services for this phase of the project;
- Construction management services and act as client liaison for the Project;
- Monitor and manage PARAMETRIX's sub-consultants scopes of services and budgets;
- Attend one start-up meeting with two PARAMETRIX staff attending along with the CITY and City staff to review the project, its expected outcome, establish lines of communication within the CITY, and establish and maintain an organizational structure for the construction administration of this project;
- Attend a pre-construction meeting consisting of City staff, the Contractor, and Parametrix;
- Attend weekly project meetings at the construction site and any additional meetings as requested by the City Engineer;
- Assist the CITY with Monthly Reports addressing progress of the work including, but are not limited to:

- A summary of work completed;
 - Work to be completed in the next month;
 - Financial Summary that includes Budget Updates and Change Order Status;
 - Summary of actual versus scheduled progress.
- Assist the CITY in construction meetings in providing a forum for and foster open communication between all parties (i.e. Contractor, City, and Design team);
 - Coordinate project documentation in conjunction with CITY staff. All project correspondence, letters, memos, meeting minutes, etc. for project work, will be submitted to the CITY for their central file;
 - Assist in the preparation and distribution Work Change Directives and field orders (if deemed necessary);
 - In conjunction with the CITY, coordinate changes in the contract and issue change orders to the Contractor in an efficient and timely manner. Change Orders will be approved by the CITY and Council. Force account procedures may be used if the CITY elects;
 - Review Contractor's requests for contract change orders and make recommendations to the CITY;
 - If requested by the CITY: Review monthly progress pay estimates from the Contractor and recommend payment. The pay estimates will be based on measurements taken, weight tickets, neat line plan quantities, and invoices submitted by the Contractor, a review of the Contractor's progress schedule, and the observation of work performed by the Contractor. The pay estimate will be submitted to the CITY with the understanding that the work has progressed to the point indicated and to PARAMETRIX's knowledge, information, and belief that the quality of the work is in accordance with contract requirements and that the Contractor is entitled to payment in the amount shown in the pay estimate. Pay estimates will be submitted to the CITY for final review once per month during the contract period;
 - Advise the CITY of the Contractor's progress schedules for conformance with the contract documents, and promptly notify the CITY and the Contractor of any identified deviations or noncompliance;
 - Provide Contractor claim support to the CITY (limited to hours available in budgets);
 - Assist in the preparation of correspondence to and from the Contractor and permitting agencies;
 - Attend weekly progress meetings, assist the CITY as necessary and provide meeting minutes to the CITY. It is anticipated that the meetings will be held at the project site, will be two hours in duration;
 - Assist the CITY in the preparation of a pre-final and a final construction pay estimate for the project; and close out change order;
 - Assist the CITY in the preparation of punch list items. All project documentation (i.e. submittals, RFIs, work change directive, photos, daily reports, performance and materials testing and inspection documentation, etc.) will be submitted to the CITY for distribution to the Contractor, reproduction and retention.
 - Performance and Material Testing and Inspection will be contracted and coordinated directly through PARAMETRIX. All oversight and coordination will be handled through PARAMETRIX.

For this project the CITY will:

- Set up project and construction files and maintain them in accordance with the CITY filing standards;
- The CITY'S daily inspector will track quantities daily for all Pay Requests;
- The CITY is providing a daily inspector for the project.

TASK 2—CONSTRUCTION OBSERVATION

(Not budgeted but will fill in and support upon written request for the CITY)

PARAMETRIX will, in joint collaboration with the CITY's construction inspector monitor the Contractor's work for general conformance with the requirements of the contract documents. The CITY will provided all staff necessary for daily observation and inspection and will do all daily reports and construction photographs for the project. Parametrix will upon written request fill in for the CITY's observer in cases of illness, vacation, excessive project loads or other issues that may arise. No Budget has been given to this task and if utilized Parametrix will track the hour's necessary to cover the observation services under this task number to submit for payment. All requests for this service will be made in writing to the PARAMETRIX Project manager. PARAMETRIX is working under the direction of the CITY in this capacity and is not independently responsible for acts or omissions related to the assignments, approvals or the CITY's management of this task.

For this project task, PARAMETRIX will upon written request:

- Provide management and supervision of PARAMETRIX field observation staff if requested;
- Provide on-site observations of the Contractor's work for the general conformance or non-conformance with the contract documents;
- Provide documentation and on-site observations of force account work by the Contractor;
- Receive and review the Contractor's submitted traffic control plans;
- Receive and review the Contractor's submitted daily traffic control diaries;
- Measure and document construction quantities for monthly pay estimates including tracking Item Quantity Tickets for each bid item and preparing Field Note Records for all bid items not having a Quantity Ticket;
- Monitor TESC plan implementation for compliance.

Assumptions

- The City will Maintain inspector's daily reports (IDRs) summarizing the Contractor's work, working or non-working days, equipment used for the day, discussions with Contractor personnel, safety reports, traffic control issues, and other pertinent information and data regarding the construction.
- PARAMETRIX is not responsible for the construction Contractors' safety programs, precautions, activities or in activities.

- Daily observations/inspections will be led by a City Inspector. PARAMETRIX will provide daily observations/inspections on an as-needed basis in conjunction of the City Inspector.
- All daily reports and construction photos will be provided by the City Inspector. PARAMETRIX will provide daily reports and photos for the specific as-needed days. All daily reports provide by the Parametrix Inspector will be submitted to the CITY weekly and wet signed original hard copy.
- The CITY will produce and maintain their construction files for this project.

Deliverables

- All project documentation (i.e. submittals, RFI, work change directive, photos, daily reports, etc.) will be submitted to the CITY for their reproduction and retention.

TASK 3— DESIGN TEAM CONSTRUCTION ADMINISTRATION

This task describes Parametrix Design team role and responsibilities for the construction phase. In summary, PARAMETRIX will render interpretations of the requirements of the contract documents properly requested by the Contractor and provide the CITY with copies of written communications that are submitted to the Contractor through the established lines of communication. PARAMETRIX will assist the CITY with the review, approval, or otherwise take action on the Contractor's submittals or requests for information including field questions, review shop drawings and other submittals which are all properly requested and submitted. PARAMETRIX will review documents for processing Contractor change orders including the Contractors cost estimate for each requested change, analyze, and recommend disposition of the estimate from the Contractor for changes in the work.

To estimate our level of effort PARAMETRIX will:

- Following bidding, produce a CD with a Conformance Set of construction documents including contract documents, specifications, drawings and CAD Files;
- Initiate and process up to twenty (20) total Field Directives (FD) or Work Change Directives (WCD) and submit them to the City for review and approval. Provide review/concurrence of FD/WCD initiated and processed by the CITY;
- Review and respond up to eighty (80) total Contractor's submittals and shop drawings necessary for PARAMETRIX to verify that the proposed materials and other project components are in conformance with the design and intent of the Construction Contract Documents;
- Review and respond up to sixty (60) total Requests for Information (RFI), material substitutions, Bypass pumping plan, TESC plan or other documentation affecting project scope, or completion date;
- Attend a pre-construction meeting with the City and Contractor;
- Attend up to thirty (30) weekly project meetings at the construction site as requested by the City;
- Review Contractor's requests for change orders and make recommendation to the City;
- Conduct a substantial completion inspection, and formulate a final punch list of work Items to be completed prior to final inspection;
- Prepare "Record Drawings" that revise the original construction drawing incorporating changes made during construction and reflecting the information provided by the Contractor; PARAMETRIX will rely on the information provided by others to complete the Record

Drawings. The Record Drawings will be provided in PDF file format and signed by an Engineer or Surveyor licensed in the State of Washington;

- Perform a final punch list walk-thru with the CITY to verify that all outstanding work items are complete;
- Recommend project final acceptance to the CITY.

Deliverables

The following will be submitted:

- Conformed Set of construction documents delivered on CD with PDF and word versions of the Contract documents and specifications. Drawing included in CADD and PDF of full size drawings;
- Electronic (PDF) of Parametrix responses to submittals, shop drawings, RFIs and project schedules;
- Electronic (PDF) and originals of all document requiring wet signatures for approval;
- All project documentation (i.e. submittals, RFIs, work change directive, photos, daily reports, etc.) will be submitted to the CITY for distribution to the Contractor, reproduction and retention;
- Punch lists and recommend substantial and final acceptance ;
- Record Drawings delivered on CD including CADD files, all Digital Terrain Model files, and PDFs of full size record drawings.

Assumptions

- Any certification provided by PARAMETRIX or its sub-consultants will only be based upon the facts known or provided to PARAMETRIX that they may reasonably rely and upon PARAMETRIX's reasonable professional opinion. PARAMETRIX can only provide a certification that the construction generally complies with the design intent and cannot guarantee or warranty the Contractors work. If the construction is not in general compliance, then no certification will be provided.
- The CITY will reproduce conformed construction Documents and Drawings for the project.
- Construction is assumed to be 280 working days (Schedules A, B, C and D of the Construction Contract Documents).
- The City will maintain all construction logs for the project RFI, CO, WCD, etc.
- The CITY will maintain all construction and project filing.
- Parametrix staff representing individual disciplines consisting of: transportation, Bridge, and Estuary, will attend on-site meetings as appropriate and as requested by the City. A total of four on-site meetings per schedule of work (1 meeting per staff person) up to 4 hours per meeting. All travel time shall not exceed 30 minutes round trip.
- Record Drawings are the only Final Deliverable. Record Drawing review, CADD work, and production of the sealed set will require an estimated average of 3.5 hours per sheet. This estimate assumes an average of 3.5 hours over all sheets,(some will require more work than others and some will only be reproduced and sealed only.

- Responses to RFIs will not require CADD Operator labor unless final plans have errors and omissions requiring corrections.
- For the Conformance Set, 1 digital copy of the contract documents, specifications, and drawings will be provided. Conformance Set production will require an estimated 2 hours for the Parametrix Project Manager, 12 hours CADD Operator Labor, 8 hours of word processing, and 2 hours of Project Coordinator labor.

TASK 4—SURVEYING

PARAMETRIX will provide construction surveying services, as described below, for the project. All construction staking will be done for the Contractor on a one-time basis only, unless specifically provided for in this scope of services. Re-staking work not specifically provided for in this scope of services will be performed on a time and expense basis with the approval of the CITY. All requests for construction survey work will be presented to the CITY and copied to PARAMETRIX by the Contractor not less than three (3) business days before completed staking of the requested item is required. PARAMETRIX will set construction stakes, offset stakes, or hubs needed to do the construction work as described below. The Contractor shall be fully responsible for all data, dimensions, and elevations measured or taken from the provided stakes or hubs. Major structures or facilities noted below will be staked by PARAMETRIX and the Contractor will be responsible for determining the location of related appurtenances when applicable. Parametrix office staff will support field crews with calculations and stakeout positions. Prepare cut and fill sheets for slopes, for curb and gutter, utilities, sewer and storm structures. Parametrix survey crews will work closely with City inspector and provide copies of cut-sheets to the Contractor, and City staff.

Construction Staking

PARAMETRIX will provide surveying services for the setting of new monuments as indicated in the Plans, and reestablishing known monument location(s) destroyed or disturbed by construction activities in accordance with DNR requirements. No property survey work or staking of right-of-way lines will be done that will require the filing of a Record of Survey other than that specifically provided for in this scope of services.

For this project PARAMETRIX will:

- Meet with the CITY and the contractor one time to establish lines of communication and understand their work schedule and proposed method of operation;
- Set and maintain horizontal and vertical control, as needed for PARAMETRIX's work Horizontal and vertical control will be established through-out the site using GPS and conventional survey equipment. Horizontal and vertical control shall be per City of Gig Harbor Municipal Code 12.06.070 (H) which is defined as Washington State Plane Coordinate System NAD 1983 HARN South Zone (FIPS 4602) in US Feet and for vertical datum NGVD 29. Control point data will be provided to the CITY;
- Paint the saw-cut lines;
- Stake silt fencing with hub and lath at approximately 100-foot intervals (inter-visible), or closer as needed at angle points;
- Stake clearing limits with hub and lath at approximately 100-foot intervals at locations where the clearing limit is not the same as the silt fencing;

- Stake construction centerline with PK nails and paint at 50-foot intervals, and at point of curvature and point of tangent locations;
- Stake curb and gutter and extruded curb with hub and lath at 3-foot offset to back of curb at approximate 50-foot intervals including angle points, grade breaks and radius points. Cuts or fills to top of curb grade elevations will be marked and cut sheets will be provided;
- Stake Driveway entrances;
- Stake Estuary channel alignment and path improvements;
- Stake the toe, top, and bottom of walls including all grade breaks and angle points (Soldier pile walls with timber lagging, Gravity walls and rock retaining walls) with two reference hubs and laths at an appropriate offsets at 25-foot intervals. Cuts or fills to the bottom of wall grade elevations will be marked and cut sheets will be provided;
- Stake the project's storm drainage, with two reference hubs and laths at an appropriate offset to each of the structures. Stake the rim elevation for catch basins and manholes that need to be adjusted. Cut or fill to rim and invert elevations will be marked and cut sheets will be provided;
- Stake all sanitary sewer and water appurtenances
- Stake the sanitary sewer force main, outfall, gravity main and water line at 100-ft. interval at an appropriate offset with cut or fill to finished grade marked on stakes and cut sheets will be provided;
- Stake all pile locations, bridge abutments and all utility across the bridge;
- Stake vertical control for pile caps;
- Stake roadway for base course "yellow tops" at top of 5" compacted crushed base course with hubs set at 50-foot centerline stations including high and low points. Hubs will be set to grade, if possible, or cut or fill to sub-grade elevation will be marked and cut sheets will be provided;
- Stake roadway for top course "blue tops" at top of 2" compacted crushed top course with hubs set at 50-foot centerline stations including high and low points. Hubs will be set to grade;
- Stake roadway for subgrade with hubs set at 50-foot centerline stations including high and low points. Hubs will be set to grade;
- Stake illumination poles with two reference hubs and laths set perpendicular to the road centerline at an appropriate offset to the center of pole. Stake City fiber optic vaults and electrical service cabinets. Cut or fill to finish grade elevation will be marked on the stakes and cut sheets will be provided;
- Stake signage with a lath at each sign location;
- Mark the channelization striping at 100-foot intervals;
- Stake new survey monuments and file record of survey to comply with DNR's regulations for setting and recording survey monuments. The center of the proposed monument will be staked with four 2-foot straddles, the Contractor will install the monument from the straddles, and PARAMETRIX will punch the monuments and mark the PLS number them. A record of survey will be prepared, and filed with Pierce County and copy to the CITY, to document the location of the new monuments including coordinates and elevations of each new monument;
- Comply with DNR requirements for documenting and replacing existing survey monument

- Once construction is completed, PARAMETRIX will field survey the rim and invert elevation of the storm structures and sewer manholes and provide updated electronic design files with the as-constructed positions and elevations;
- Provide staking location of all bridge superstructure and substructure components;
- Stake top and toe of slopes;
- PARAMETRIX shall use Digital Terrain Modeling prior to channel excavation and after completion of channel excavation to compute final volume metric quantity of channel excavation.

Assumptions

- The replacement of survey control or offset stakes lost or damage due to negligence or poor planning by others will be considered a re-stake. Cost associated with re-staking will be based upon a time and material fee. Prior to any re-staking, Parametrix will consult with City inspector as to the need and responsibility of payment.
- Application fees, title reports and recording fees will be the responsibility of the City.

Deliverables

- One set of offset stakes for each of the above referenced improvements, and cut and fill sheets as described above.

Estuary Easement Segregation (Binding Site Plan)

Parametrix will research and work with the City to prepare a Binding Site Plan, creating segregation from the estuary area from the uplands, specifically the Museum Parcel. All work will be in accordance with City of Gig Harbor's municipal codes and City land use ordinance procedures.

For this work PARAMETRIX will:

- Meet with City Planning staff to discuss and resolve best options for segregation;
- Prepare application documents and forms;
- Order title reports and review parcels and encumbrances;
- Prepare and draft BSP including conditions of approval;
- Prepare legal descriptions;
- Identify (if needed) easements for access and maintenance;
- Submit BSP for City approval;
- Revise as needed per City's comments;
- Set property corners as required by City ;
- Record BSP with Pierce County Auditor;

SUBCONSULTANT SERVICES

TASK 5 - GEOTECHNICAL ASSISTANCE

- PARAMETRIX will retain the services of HWA GeoSciences Inc. as the geotechnical sub-consultant for this project. Geotechnical assistance includes soils review work, Bridge and soldier pile inspection and reports, water table monitoring and de-watering work and on-call work when deemed necessary by PARAMETRIX or the CITY. All travel time shall not exceed 30 minutes round trip.

For this project HWA will provide:

- Attendance at the Preconstruction Meeting up to 4 hours per meeting;

Attendance at up to two (2) Weekly Progress Meetings up to 4 hours per meeting;

- Respond to approximately six (6) Contractor Submittals and RFIs over the course of the project (at 2 hours per RFI/Submittal);
- Provide full-time inspection for the 16 bridge piles (4 days at 11 hours per day including completion of daily field reports);
- Provide full-time inspection for installation of soldier piles for piles under the bridge and at the toe of the slope (3 days at 11 hrs per day including completion of daily field reports);
- Provide part-time inspection of the construction of the proposed rockery wall (2 days at 8 hours each including a daily field report);
- Provide limited construction inspection for geotechnical related issues (10 visits at 8 hours each over the course of the project);
- (HWA) Project Management for our Construction Services tasks (about 10% of total direct labor fee).

Assumptions

- All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager. The HWA project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he/she determines appropriate.
- Uncertainty exists as to the construction methods and sequence the Contractor will follow in performing the work, both of which have a direct effect on the construction schedule and the cost for inspection services during construction.

Deliverables

- Daily Inspection Reports for each site visit for Geotechnical inspection and services;
- Responses to RFIs and Submittals, via e-mail or Project Memorandum.

TASK 6 - LANDSCAPE ARCHITECT ASSISTANCE

- PARAMETRIX will retain the services of Nakano Associates as the landscape architect sub-consultant for this project. Landscape Architectural assistance includes soil preparation review work, plant material inspections, irrigation system layout inspection and testing and on-call work when deemed necessary by PARAMETRIX or the CITY.
- All travel time shall not exceed 30 minutes round trip.

For this project Nakano Associates will provide:

- AutoCAD plans for Contractor (approximately 3 hours preparation time);
- Attendance at the Preconstruction Meeting up to 4 hours ;
- Respond to approximately five (5) Contractor Submittals over the course of the project (at 2 hours per Submittal);
- Respond to approximately twelve (12) Contractor RFIs over the course of the project (at 2 hours per RFI);
- Soil preparation and general site observation, for each phase (3 days at 8 hours per day including completion of site reports);
- Three site observations, including irrigation and plant material inspection, for each phase (9 days at 8 hours per day including completion of site reports);
- Final inspection of work (punch list) for each phase (3 days at 9 hours per day including completion of punch list);
- Verification of work (punch list items) for each phase (3 days at 6 hours per day including completion of punch list);
- Record drawings (8 hours).

Assumptions

- All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of Nakano Associates' project manager. The project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he/she determines appropriate.
- Uncertainty exists as to the construction methods and sequence the Contractor will follow in performing the work, both of which have a direct effect on the construction schedule and the cost for inspection services during construction.

Deliverables

- Five (5) Submittal review responses;
- Up to (12) RFI responses (as needed);
- Three (3) site reports, one for each phase, regarding soil preparation;
- Nine (9) site reports, three for each phase, including plant material approval, irrigation layout and testing;
- Three (3) Punch lists, one for each phase;
- Record Drawings.

TASK 7 - ARCHAEOLOGICAL SERVICES

- PARAMETRIX will retain the services of Cultural Resource Consultants Inc. (CRC), a professional archaeological consultant. CRC will provide archaeological monitoring during the ground disturbing activities in the area of the newly designed estuary channel and the area of potential effect behind the Gig Harbor History Museum property. The project is within a known archaeological site, Site 45P1102. Shell midden has been identified at this site. Historic properties adjacent to the project area are not anticipated to be affected. All travel time shall not exceed 30 minutes round trip.

For this project Cultural Resource Consultants Inc. will provide:

- An archaeological monitoring plan for this project;
- On-site archaeological monitoring orientation for construction crew.
- Archaeological monitoring, with 2-weeks notice of preliminary schedule and 72-hours notice of actual schedule, during construction excavation for identification of archaeological and historical resources
- Technical memorandum describing field monitoring results of investigations.

Assumptions

- If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- * Budget assumes no more than fifteen (15) 8 hour days for archaeological monitoring.
- This scope assumes that no meetings with clients and/or stakeholders will be required.
- Prior to Monitoring, final construction plans must be provided to CRC. PMX to provide to CRC
- CRC assumes our report will be submitted to DAHP (cover page and draft cover letter provided;) within 15 days of receipt of said report for review. CRC cannot be held liable for reports prepared but not submitted to DAHP in a timely manner. Additional fees may apply for additional services required as part of DAHP's review process for reports submitted after 15 days of receipt.
- No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Deliverables

- Archaeological Monitoring Plan;
- Field Monitoring;
- Archaeological Monitoring Technical Memorandum Report, signed and sealed, and draft cover letter.

TASK 8 – MATERIALS TESTING

PARAMETRIX will retain the services of Mayes Testing Engineers to provide inspection and materials testing for bridge structural components, utility backfill, asphalt paving and miscellaneous concrete (retaining walls, curbs and sidewalks).

For this project Mayes will provide:

- Inspect pile welding for the bridge;
- Precast girder fabrication for the bridge;
- Concrete inspection of pile caps for the bridge;
- Piers, diaphragms and any walls, and welding inspection of vehicle rails, pedestrian rails and utility hangers;
- Utility trench and subgrade compaction testing;
- ACP testing;
- HMA density;
- and any and all other testing required in performance of the work

Assumptions

- We understand the overall project schedule is 12 months, but there is no detailed schedule currently available. Quantities are estimates only and should be confirmed when a detailed schedule is available.
- All inspections will be reimbursed for actual time.
- A premium rate of 1.5 times the regular will be charged for all work outside of normal working hours in excess of 8 hours per day and on Saturdays, Sundays and Legal Holidays.
- Inspection Reports shall be available online within 24 hours of inspection.

Deliverables

- Concrete Compressive Strength Cylinder Test reports
- Reinforced Concrete Inspection reports
- Precast Girder Inspection reports
- Welding inspection reports
- Asphalt mix design review and inspection reports
- Sieve analysis tests and reports
- Soil Moisture Density tests (proctor)
- Final Letter

TASK 9 - MANAGEMENT RESERVE FUND Contingency work and the use of Management Reserve Funds (MRF) will be at the direction of the CITY but only to the extent of the available funds. Contingency work may include work items listed above as exclusionary work and/or additional work due to project delays or contract extensions. Contingency work done by PARAMETRIX will be done at the same rates and costs approved for this project. **Notes:**

The estimated fees provided were determined on a cost plus time and material basis and will not be exceeded without written authorization by the City. A detailed breakdown of costs is provided in the attached.

REIMBURSABLES

Reimbursable expenses will include:

- Fees for reprographics services, postage and mailing; Sub-consultant / vendor services;
- Mileage at the current IRS rate; Recording fees;
- Mylars for recording drawings if requested by the City.

ASSUMPTIONS AND CONDITIONS

1. This Scope of Services and associated fee schedule are based on the assumption that PARAMETRIX will provide construction observation services upon written request from the CITY. The time needed to assist the City in this task will be billed to Task 2 and paid for by transferring funding from the Management Reserve budget for providing additional inspector(s), as necessary, to accommodate the Contractor's work schedule and work methods. PARAMETRIX and the CITY will work closely to optimize the use of additional inspectors.
2. The Scope of Services and associated fee schedule for Project Management, Construction Administration and Documentation, and Construction Observation (Tasks 1, 2, & 3) is based on a time and materials not to exceed budget (See estimated effort attached). Work beyond that time has not been included in the costs for this scope of services and would be considered additional or extra work. If the project is delayed, the Contractor works more than 8 hours a day, the Contractor works on unworkable or non-working days or the project's working days exceed this time then the effort needed to provide construction services by PARAMETRIX will need to be increased. The CITY and PARAMETRIX will work closely to optimize this additional-required level of effort by PARAMETRIX.
3. Normal working day and night work hours shall be in accordance with Section 1-08.0(2) of the contract Special Provisions. Should the Contractor request different working hours in accordance with the provisions of Section 1-08.0(2) of the Special Provisions, the CITY will discuss with PARAMETRIX the budget impacts of such request and work with PARAMETRIX to revise this Scope of Services and/or contract budget as necessary, or deny the Contractor's request.
4. PARAMETRIX shall not be responsible for the Contractor's construction means, methods, techniques, sequences or procedures, or safety precautions and programs except as otherwise provided in this scope of services. PARAMETRIX shall not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. PARAMETRIX will endeavor to identify and guard the CITY against defects and deficiencies in the work of the Contractor, but it is understood that PARAMETRIX does not and cannot guarantee the performance of the Contractor.
5. PARAMETRIX will advise the CITY of work that does not conform to the contract documents. When considered necessary or advisable to determine the proper implementation of the intent of the contract documents, PARAMETRIX will advise the CITY of the need for special inspection, testing of any work, or direct CITY participation in the inspection work. PARAMETRIX may authorize, subject to the prior approval of the CITY, such special testing or inspection in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed.
6. PARAMETRIX has prepared this scope of services and related cost spreadsheet with the assumption that a reasonable, competent, and responsive Contractor is selected by the City for the project.

PARAMETRIX assumes that the City, PARAMETRIX and the Contractor will work under normal project conditions and environment and PARAMETRIX agrees to work professionally to enhance this condition. PARAMETRIX does not anticipate a hostile Contractor work environment, excessive inquiries by the Contractor, excessive claims, and complaints by the Contractor or excessive requests for information, excessive requests for survey information or the need to provide direction to the Contractor to perform work tasks that are the Contractor's responsibility.

7. As part of the project, utility company facilities will be relocated or placed underground during a utility window period. Each utility company may have its own inspector on-site to inspect the work being performed for them. It is understood that PARAMETRIX will provide limited inspection during the utility window, unless the Contractor elects to continue work during this period. It is understood that the utility inspector(s) may work with the Contractor to communicate their desired results but will not direct or interfere with the Contractor's work. PARAMETRIX will not be responsible for the utilities inspectors, decisions they make or any interaction they may have with the Contractor.

EXCLUDED TASKS AND CONDITIONS OF WORK

The following work tasks or conditions of work are not included in this Scope of Services:

1. Additional design services such as re-design of driveways, frontage improvements, revisions or re-locations to utility services, road realignment work, intersection redesign work and similar work unless the original design was deficient and/or inadequate;
2. Permits and related work and monitoring if contaminated soils or water are encountered during construction;
3. Additional traffic control management or additional development of a traffic control plan;
4. Negotiations with non-CITY utility providers involving issues governed under agreements between themselves, the CITY and/or others beyond the jurisdiction of the contract documents;
5. Attendance at public meetings or hearings, except for up to three (3) public open houses related to construction phases (w/Jim Dugan);
6. Negotiations with adjacent property owners;
7. Surveying of property lines or performing survey work that would require the filing of a Record of Survey unless specifically provided for in this scope of services;
8. Work involving a claim(s) against the CITY, Contractor, private utility, property owner, business and/or a citizen other than by the Contractor;
9. Property rights or easement acquisition;
10. Follow-up work with either the CITY or the Contractor after final completion;
11. Inspections of utility relocation or undergrounding;

EXHIBIT B

Client: City of Gig Harbor
 Project: Donkey Creek Improvements
 Project No: 2672750024

Shannon D. Thompson	James R. Dugan	Kelli Lambert	Shari Morgan	Linda K. Edwards	Brian E. Bunker	John L. Wright	Robert Murray	Joseph R. Merth	Shane L. Brown	Alvin R. Valencia
Sr Construction Mgr	Sr Consultant	Project coordinator	Sr Project Accountant	Word Processing Specialist	Sr Consultant	Engineer IV	Division Manager	Sr Engineer	Engineer IV	Designer IV
\$145.00	\$180.00	\$95.00	\$95.00	\$80.00	\$180.00	\$130.00	\$180.00	\$160.00	\$135.00	\$110.00

Burdened Rates:

Phase 05	Task	Description	Labor Dollars	Labor Hours	Expenses	1285	51	520	12	16	5	1	16	41	12	
Construction Services																
	01	Construction Management	\$ 251,415.00	1,916	\$ 6,382.50											
	02	Construction Observation	\$ -													
	03	Design Team Construction Admn	\$103,485.00		\$ 499.50											
	3.1	Engineering Structural Support	\$ 23,375.00	151												
	3.2	Engineering Support Roads	\$ 38,370.00	251												
	3.3	Engineering Support Estuary	\$ 11,875.00	85												
	3.4	Record Drawings	\$ 29,865.00	261	\$ 7,500.00	15		16			10	10			42	
	04	Survey	\$71,005.00		\$ 5,069.10											
	4.1	Construction Staking	\$58,385.00	617	200.00											
	4.2	Estuary Easement Description	\$3,240.00	24												
	4.3	Stake Monuments & file records	\$5,660.00	52	200.00											
	4.4	Digital Terrain Modeling	\$3,720.00	36	280.00											
	05	HWA Construction Services	\$26,872.75													
	06	Nakino Construction Services	\$20,807.00													
	07	CRC Archaeological Services	\$18,000.00													
	08	Materails Testing	\$46,460.00													
	09	Managment Reserve	\$22,500.00													
Phase 5 Totals:			\$560,544.75		\$ 20,131.10	1300	51	536	12	16	115	115	83	16	41	60
Phase 5 Total Budget:			\$580,675.85			\$188,500.00	\$9,180.00	\$50,920.00	\$1,140.00	\$1,280.00	\$20,700.00	\$14,950.00	\$14,940.00	\$2,560.00	\$5,535.00	\$6,600.00

Shannon time Based on an average of 25 hours per week
 Jims time is based on 1 hour per week
 Kelli Time is Based on 10 hours per week

EXHIBIT B

Client: City of Gig Harbor
 Project: Donkey Creek Improvements
 Project No: 2672750024

David L. Dinkuhn	Julia Peterson	Oskar K. Agustsson	Denise D. Peterson	David A. Ironmonger	Scean Ripley	Scott D. Spees	Robert Spiers - PW PierceCo
Sr Engineer	CADD Supervisor	Sr Engineer	Designer II	Survey Supervisor	Surveyor III	Surveyor III	Surveyor III
\$145.00	\$100.00	\$170.00	\$100.00	\$135.00	\$125.00	\$95.00	\$85.00

Burdened Rates:

Phase 05	Task	Description	Labor Dollars	Labor Hours	Expenses									
		Construction Services												
	01	Construction Management	\$ 251,415.00	1,916	\$ 6,382.50		15	5						
	02	Construction Observation	\$ -											
	03	Design Team Construction Admn	\$103,485.00		\$ 499.50									
	3.1	Engineering Structural Support	\$ 23,375.00	151			10							
	3.2	Engineering Support Roads	\$ 38,370.00	251			10	26						
	3.3	Engineering Support Estuary	\$ 11,875.00	85			75	10						
	3.4	Record Drawings	\$ 29,865.00	261	\$ 7,500.00		10	120	10	28				
	04	Survey	\$71,005.00		\$ 5,069.10									
	4.1	Construction Staking	\$58,385.00	617	200.00				16	61	270	270		
	4.2	Estuary Easement Description	\$3,240.00	24					24					
	4.3	Stake Monuments & file records	\$5,660.00	52	200.00				10	16	10	16		
	4.4	Digital Terrain Modeling	\$3,720.00	36	280.00				2	10	16	8		
	05	HWA Construction Services	\$26,872.75											
	06	Nakino Construction Services	\$20,807.00											
	07	CRC Archaeological Services	\$18,000.00											
	08	Materails Testing	\$46,460.00											
	09	Managment Reserve	\$22,500.00											
		Phase 5 Totals:	\$560,544.75		\$ 20,131.10		85	165	41	28	52	87	296	294
		Phase 5 Total Budget:	\$580,675.85			\$12,325.00	\$16,500.00	\$6,970.00	\$2,800.00	\$7,020.00	\$10,875.00	\$28,120.00	\$24,990.00	

EXHIBIT B

Geotechnical Construction Support Services
Donkey Creek Restoration and Transportation Improvement Project
Gig Harbor, Washington
Prepared for Parametrix



HWA GEOSCIENCES INC.

HWA Project No. 2011-084-21
Date: 23-Oct-12
Revised:
Prepared By: JLG/BKH

Proposed Scope of Services:

Construction Support Services

(1.06) We will attend the Preconstruction Meeting at 4 hrs per meeting.

(5.01) We will respond to approximately six Contractor Submittals and RFIs over the course of the project (at 2 hrs per RFI/Submittal).

(5.09) Provide full-time inspection for the 16 bridge piles (4 days at 11 hrs per day including completion of daily field reports).

(5.09) Provide full-time inspection for installation of soldier piles for piles under the bridge and at the toe of the slope (3 days at 11 hrs per day including completion of daily field reports).

(5.09) Provide part-time inspection of the construction of the proposed rockery wall (2 days at 8 hrs each including a daily field report).

(5.09) Provide limited construction inspection for geotech related issues (10 visits at 8 hrs each over the course of the project)

(HWA) Project management for our Construction Services tasks (about 10% of total direct labor fee)

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2012 HOURLY RATES					Total Hours	Direct Labor Total
	Principal 75.48	Engr V 44.23	Engr III 37.50	Engr I 24.04	Admin 23.00		
Construction Support Services							
(1.06) Attend Pre-Con Meeting (4 hrs)			12			12	\$450
Austin Road Phase							
(5.01) Response to Submittals and RFIs (2 at 2 hrs each)		2	2			4	\$163
(5.04) Attend one weekly construction meeting (4 hrs)			4			4	\$150
related issues (4 visits at 8 hrs each)			16	16		32	\$985
hrs each)			16			16	\$600
Bridge Phase							
(5.01) Response to Submittals and RFIs (2 at 2 hrs each)		2	2			4	\$163
each)			8			8	\$300
days at 11 hrs/day)			6	44		50	\$1,283
related issues (4 visits at 8 hrs each)			16	16		32	\$985
Donkey Creek Estuary Phase							
(5.01) Response to Submittals and RFIs (2 at 2 hrs each)		2	2			4	\$163
and at toe of slope (3 days at 11 hrs/day)			4	33		37	\$943
related issues (2 visits at 8 hrs each)			16			16	\$600
Final							
(9.10) Final Inspection Report	2	2	8		2		\$585
(HWA) Project Management for Const Services		15				15	\$663
DIRECT LABOR:	2	23	112	109	2	248	\$8,035

Direct Expenses

Mileage @ \$0.555/mile	\$577
Total Direct Expenses	\$577

Direct Labor Cost (DSC)	\$8,035
Overhead (OH) @ 184.59% DSC	\$14,831
Fixed Fee (15%)	\$3,430
Total Labor Costs:	\$26,296
Direct Expenses	\$577
GRAND TOTAL	\$26,873

Assumptions:

manager. The HWA project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he/she effect on the construction schedule and the cost for inspection services during construction.

EXHIBIT B

Subconsultant Fee Determination - Summary Sheet

Cultural Resources Consulting

Project : Donkey Creek Estuary Monitoring

CRC #: 12110 Parametrix

Direct Labor Costs

Classifications	Labor Hours	Rate	Cost
Principal Investigator	6	\$ 60.98	\$ 365.88
Project Archaeologist I	0	\$ 33.70	\$ -
Project Archaeologist II	0	\$ 30.00	\$ -
Project Archaeologist III	256	\$ 26.75	\$ 6,848.00
Field Archaeologist	0	\$ 19.00	\$ -
Field Archaeologist	0	\$ 18.00	\$ -
Field Archaeologist	0	\$ 17.00	\$ -
Historic Architect	0	\$ 42.79	\$ -
Project Historian	0	\$ 31.03	\$ -
Office Manager	6	\$ 30.49	\$ 182.94
Office Assistant	0	\$ 16.00	\$ -
	268		\$ 7,396.82

Overhead (OH Cost - - including Salary additives):

OH Rate x DLC of 95% \$ 7,396.82 \$ **7,026.98**

Fixed Fee (FF)

FF Rate X DCL of: 20% \$ 7,396.82 \$ **1,479.36**

Reimbursables

Photo and Supplies \$ 100.00
Lodging:
Per Diem:
Mileage: \$ 1,996.84
\$ 2,096.84

Grand Total: \$ 18,000.00

Prepared by: Teresa Peterson, Office Manager

Date: 21-Nov-12

Nakano Associates Landscape Architects

Date: 19-Oct-12

Task: Construction Administration

Project: Donkey Creek Estuary and transportation Improvements

Scope:	Principal	Associate	
	\$ 38.00	\$ 30.00	
1 Provide CD AutoCAD Plans for Contractor	1	2	\$ 98
2 Attend Preconstruction Meeting	6		\$ 228
3 Review Submittals	10		\$ 380
4 Site Observations / meetings in cludes reports	96		\$ 3,648
5 Respond to RFI's	24		\$ 912
6 Final Inspection	18		\$ 684
7 Punch List preperation	12		\$ 456
8 Re Inspection	18		\$ 684
9 Record Drawings	1	7	\$ 248
	186	9	\$ 7,338
Direct Labor			\$ 7,338
Overhead rate		1.46	\$ 10,713
		Sub Total	\$ 18,051
Profit		10%	\$ 1,805
		Sub Total	\$ 19,857
Reimbursables			
Mileage			\$ 950.00
		Total	\$ 20,807

**City of Gig Harbor Donkey Creek Estuary Restoration
Testing and Inspection Services
Mayes Testing Engineers Cost Estimate No. 12810T**

Item	Estimated No. of Units	Unit Price	Extended Total
Inspection Services			
Soils Technician (<i>utility backfill, structural backfill, road sub-base</i>) Estimate 12 weeks at 30 hours per week	360 Hours	60.00 /hr	21,600.00
Reinforced Concrete Inspection Estimate 20 inspections at 6 hours per inspection	120 Hours	53.00 /hr	6,360.00
Precast Girder Inspection Estimate 8 inspections at 5 hours per inspection	40 Hours	53.00 /hr	2,120.00
Welding Inspection Estimate 12 inspections at 5 hours per inspection	60 Hours	58.00 /hr	3,480.00
Asphalt Inspection Estimate 8 inspections at 8 hours per inspection	64 Hours	60.00 /hr	3,840.00
Project Management (<i>Includes meetings, site visits, report review, mix design review, and misc. consultation</i>)	20 Hours	95.00 /hr	1,900.00
Laboratory Services			
Concrete Compressive Strength Cylinder Test	80 Each	22.00 ea	1,760.00
Asphalt Rice Density Test	4 Each	100.00 ea	400.00
Sieve Analysis Test (<i>includes particles finer than #200</i>)	10 Each	200.00 ea	2,000.00
Soil Moisture Density Relationship Test (<i>proctor</i>)	10 Each	200.00 ea	2,000.00
Miscellaneous Services			
Cylinder Pick-up			No Charge
Mileage			No Charge
Secretarial Services (<i>Types reports, mail, postage, etc.</i>)			No Charge
Final Letter			No Charge
Total Estimated Costs:			\$ 45,460.00

A four-hour minimum charge per call applies to all inspections. A premium rate of 1.5 times the regular will be charged for all work outside of normal working hours in excess of 8 hours per day and on Saturdays, Sundays and Legal Holidays. Payment is net 30 days. This estimate is valid for 90 days.



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

Subject: Second Reading – Ordinance amending Gig Harbor Municipal Code to address use of the Maritime Pier.

Proposed Council Action: Review and approve Ordinance and authorize the Mayor or his designee to sign Use Authorization forms.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *LD*
Special Projects

For Agenda of: December 10, 2012

Exhibits: Exhibits: Draft Ordinance and Use Authorization

	Initial & Date
Concurred by Mayor:	<i>LD 12/6/12</i>
Approved by City Administrator:	<i>R 12/6/12</i>
Approved as to form by City Atty:	<i>okay by email</i>
Approved by Finance Director:	<i>R 12/6/12</i>
Approved by Department Head:	_____

Expenditure	Amount	Appropriation
Required n/a	Budgeted n/a	Required n/a

INFORMATION / BACKGROUND

The Maritime Pier is a new public facility in the heart of downtown Gig Harbor at 3003 Harborview Drive that was completed last month. It will provide limited loading/unloading use of a 152-ft drive-aboard pier for commercial vessels, and pick-up/drop-off access from a 12-ft x 40-ft float for the general public. Unlike Jerisich Floats, limited use by commercial vessels will be allowed.

The proposed ordinance adopting a new Chapter 8.29 is attached and will apply to the Maritime Pier only.

All commercial vessel users must sign a **Use Authorization** that requires proof of insurance (vessel and vehicle) kept on file with the City Clerk. The Pier is limited to “keyed” load/unload only. In order to maximize public use of the 40-ft float, transient moorage is prohibited in favor of pick-up / drop-off only. The 15-minute limit posting allows for enforcement, if abused. If the proposed use allowances become unmanageable or too restrictive, prompt changes to the code and/or Use Authorization will be initiated.

FISCAL CONSIDERATION

n/a

BOARD OR COMMITTEE RECOMMENDATION

The Operations Committee recommended striping the entire length of the pier on both sides (to create two visual 3-foot corridors) that will promote pedestrian safety during loading/unloading use of the pier. Permanent application of the specialized paint requires dry / 60 degree weather. The striping will be done as soon as weather allows in the Spring of 2013.

RECOMMENDATION / MOTION

Review and approve Ordinance and authorize the Mayor or his designee to sign **Use Authorization** forms.

MARITIME PIER COMMERCIAL VESSEL USE AUTHORIZATION

December 2012

The City of Gig Harbor is committed to preserving and enhancing the community and environment through proper management of the Gig Harbor Maritime Pier facility. In accordance with Washington Department of Ecology and the provisions of the Federal Clean Water Act, the City has established these Best Management Practices to help ensure the safekeeping of the Pier and the marine environment and for orderly and efficient administration of use of the Pier.

Background Information

The Gig Harbor Maritime Pier was constructed to provide new public pick-up/drop-off access for passengers and limited loading/unloading access for commercial vessels. It consists of a pier with a ramp and float. Entry to the pier by foot traffic is not prohibited. Drive-aboard use of the pier is limited by the placement of two locked bollards located at the entrance of the Pier. In addition, rolling security gates at the far end of the Pier are also locked. Drive-aboard access and use of the rolling security gates is allowed for users with a valid Commercial Vessel Use Authorization. This Use Authorization provides requirements and Best Management Practices for drive-aboard access and security measures for users of the facility.

Maritime Pier Access and Use

1. All users of the Maritime Pier must comply with chapter 8.29 of the Gig Harbor Municipal Code.
2. Any commercial vessel using the pier for drive-aboard access acknowledges the load rating capacities for the Maritime Pier shall not exceed 100 lbs. per square foot.
3. The bollards at the entrance of the Pier and the rolling security gates at the far end shall remain locked and in place when the pier is not being used by an authorized user. Each authorized user shall be responsible for replacing and locking bollards when use is completed.
4. Authorized users shall not leave motor vehicles unattended on the Pier. Idling is not allowed.
5. Pier access shall be limited to the time it takes to load or unload.
6. The following are **prohibited** at the Maritime Pier:
 - Painting, scraping and/or refinishing of vessels or vehicles
 - Repair or maintenance of engines, vessels or vehicles
 - Washing of vessels, vehicles, engines or other equipment
 - Storage of equipment and supplies of any kind
 - Loading or unloading of hazardous or flammable chemical materials, oil, antifreeze, paints, solvents, varnishes, gas cylinders, preservatives and/or batteries and the like
 - Discharging of contaminated bilge water or any other contaminants into the waters of the State.
7. The City may close all or any portion of the pier to allow for special events, maintenance, repair and other municipal purposes, at which time the pier may not be used under this Use Authorization.

Security Key - Certificate of Insurance

No commercial vessel may receive a security key or otherwise use the drive-aboard pier/rolling security gates without providing and maintaining in effect liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Maritime Pier in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. The City will require the State of Washington minimums for auto liability of \$25,000 of bodily injury or death coverage for one person and \$50,000 for two people. A minimum of \$10,000 of property damage coverage is also mandatory. This is commonly referred to as 25/50/10. A driver who does not buy liability auto insurance can opt to purchase a \$60,000 liability bond or a certificate of deposit for \$60,000 from the state treasurer's office. A valid certificate of insurance for the vessel and a valid certificate of insurance for the vehicle (if applicable) along with a security key deposit in the amount of \$150 must be provided to the City Clerk prior to release of the security key. No more than one key will be provided to each authorized vessel owner. Owner agrees to return the key to the City upon request, and acknowledges that failure to return the key upon request will result in forfeiture of the key deposit. The City Clerk will keep the insurance certificates on file and maintain a record of each key issued. Updated certificates of insurance shall be provided to the City annually upon the request of the City Clerk.

Emergency Contact Information

Dial 911 for all Emergencies

Non-Emergency Contact Information during regular business hours:

Public Works Marco Malich / (253) 851-6174
Gig Harbor Police Front Desk Office Hours (253) 851-2236
City Clerk Molly Towslee / (253) 853-7613

By signing below vessel owner agrees to abide by the Best Management Practices set forth above including all applicable federal, local and state laws and regulations. Owner further acknowledges that use of the secured portions of the pier is a privilege and that the City may revise the terms of use of the Maritime Pier at any time and may revoke this authorization upon written notice in the event of violation of the Best Management Practices or if otherwise determined to be in the best interests of the City or as necessary for municipal purposes.

Vessel Name: _____

Owner Name: _____

Authorized signature: _____

Printed name: _____

Date: _____

Address: _____

Telephone Number: _____

For City Use only:

- \$150 Deposit received
- Certificate of Insurance provided

Authorization approved:

City Clerk Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO USE OF PUBLIC DOCKS, PIERS AND FLOATS; AMENDING THE TITLE TO CHAPTER 8.28 OF THE GIG HARBOR MUNICIPAL CODE FOR CLARITY; ADDING A NEW CHAPTER 8.29 ADOPTING REGULATIONS FOR USE OF MARITIME PIER; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's Maritime Pier was constructed to provide new public access, pick-up/drop-off for passengers and limited commercial loading/off-loading and is now available for certain uses; and

WHEREAS, the Maritime Pier will provide new water access for commercial use that will stimulate the local economy through tourism, recreation, and heritage related activities; and

WHEREAS, the City Council desires to codify regulations regarding use of Maritime Pier and the attached floats; and

WHEREAS, the City Council desires to rename chapter 8.28 of the Gig Harbor Municipal Code from "Public Docks" to "Public Docks – Jerisich" to avoid any confusion with adoption of new provisions relating to Maritime Pier; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8.28 - Title- Amended. The title of chapter 8.28 of the Gig Harbor Municipal Code is amended to "Public Docks – Jerisich."

Section 2. Chapter 8.29 - Added. A new chapter 8.29 entitled "Public Docks – Maritime Pier - is added to the Gig Harbor Municipal Code to read as follows:

8.29.010 Maritime Pier Public use.

The pier and float known as the Maritime Pier extending into the waters of Gig Harbor Bay are for the use and enjoyment of the general public, with limitations set forth in this chapter.

8.29.020 Alcoholic beverages prohibited.

There shall be no alcoholic beverages consumed on the Maritime Pier.

8.29.030 Boat fueling or repairing prohibited.

There shall be no fueling or repairs of boats on, from or in conjunction with the use of the Maritime Pier.

8.29.040 Motorized vehicles.

There shall be no motorized vehicles on the Maritime Pier unless authorized by the city under a properly executed Maritime Pier Commercial Vessel Use Authorization.

8.29.050 Mooring time limit.

No watercraft may use the Maritime Pier for loading and unloading purposes for a period exceeding 15 minutes, unless authorized by the city under a properly executed Maritime Pier Commercial Vessel Use Authorization.

8.29.060 Commercial activity.

Other than loading and unloading, there shall be no commercial activity conducted from the Maritime Pier.

8.29.065 Unloading/loading zones.

The float shall be set aside and clearly marked and signed for unloading and loading of watercraft passengers for a period of time not to exceed 15 minutes. A person responsible for navigating such watercraft must remain with the vessel while using the Maritime Pier. Any watercraft shall be moved from the unloading/loading zone immediately after loading or unloading if another watercraft needs to use the unloading/loading area.

8.29.070 Penalties and remedies.

A. Violations of this chapter shall be deemed a public nuisance under RCW 35.27.410 and in violation of the safety, health, morals and general welfare of the city.

B. Such remedies given by law for the prevention and abatement of nuisances shall apply hereto.

C. Appropriately located signs shall inform users of the dock of moorage time limits as expressed in GHMC 8.29.050 and shall be deemed notice as warning of impoundment by violations.

D. Violation of any portion of this chapter is an infraction and subject to a penalty of \$100.00 as provided in GHMC 1.16.010D. Said violation shall be just cause for the violating boat to be cabled to the dock or removed to another City property to insure compliance with this chapter. Upon proper notice in accordance with subsections F and G of this section, the violating boat shall be impounded.

E. For the purposes of this chapter, the fact that a boat has been so left beyond the permissible time periods without permission or notification of the police department is prima facie evidence of abandonment.

F. When boats with proper license plates or vehicle registration displayed are found in violation of this chapter, the registered owner shall be notified by certified or registered mail that such boat is in violation of this chapter and that after 24 hours of receipt of the certified or registered mail notice, the violating boat will be impounded by the police department of the city.

G. When boats without proper license plates or vehicle registration displayed are found in violation of this chapter and parties claiming ownership to said boats are not known, notice of violation of this chapter shall be affixed in a prominent portion to the boat stating that 72 hours subsequent to the affixation of such notice of violation the boat will be impounded by the police department of the city.

H. Within five days of the impoundment of violating boats, the city shall notify by registered or certified letter said owner, if known, of the impoundment of the boat, the redemption procedure and the opportunity for hearing to contest the propriety of impoundment. If the owner of the boat is not known, publication of the boat's description, make, model, size, and color, plus details of impoundment, redemption procedure and the opportunity for hearing to contest the propriety of impoundment within a newspaper of general and local readership shall constitute sufficient notice.

I. After 15 days of receipt of the registered or certified mail or publication in a general and local newspaper providing notice of the impoundment, the city shall hold for sale the impounded boat. Proceeds of the sale shall be applied to the towing and storage fees incurred through impoundment and any excess shall be deposited in the city treasury.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this _____ day of December, 2012.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Business of the City Council
City of Gig Harbor, WA

Subject: Second reading of ordinance amending the 2012 budget

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: December 10, 2012

Proposed Council Action:
Adopt ordinance amending the 2012 budget

Exhibits: Ordinance

Concurred by Mayor: CLH 12/3/12
Approved by City Administrator: R 12/3/12
Approved as to form by City Atty: e-mail
Approved by Finance Director: DR 12/3/12

Initial & Date

Expenditure Required	See below	Amount Budgeted	0	Appropriation Required	See below
----------------------	-----------	-----------------	---	------------------------	-----------

INFORMATION / BACKGROUND

As the 2012 fiscal year closes, it is evident that two funds, Hotel/Motel and Park Development, will require a budget amendment prior to year-end.

The recommended budget amendments to the 2012 Hotel/Motel and Park Development funds are as follows:

Fund	Original Budget	Amended Budget	Increase/ (Decrease)
Hotel/Motel	\$ 366,205	\$ 375,000	\$ 8,795
Park Development	\$3,037,881	\$4,717,881	\$1,680,000

The amendment to the Hotel/Motel fund is due to increased activities such as on-line and outdoor advertising, a cable media buy and technical upgrades. These additional activities totaling \$73,000 were approved by Council at the April 9, 2012 Council meeting. The amendment to the 2012 budget necessitated by these additional activities is \$8,795.

The amendment to the Park Development fund is due to the purchase of the Rainier Yacht parcels located at 3525, 3535 and 3555 Harborview Drive. The purchase price for this property was \$1,674,532. Additional costs for appraisal and miscellaneous charges bring the total closer to \$1,680,000. Funds were provided through a transfer from the Civic Center Debt Reserve fund.

RECOMMENDATION / MOTION

Move to: Approve the ordinance amending the 2012 Budget after a public hearing and a second reading.

ORDINANCE NO. 1254

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING THE 2012 BUDGETS FOR THE HOTEL/MOTEL, PARK
DEVELOPMENT AND CIVIC CENTER DEBT RESERVE FUNDS**

WHEREAS, an adjustment to the 2012 annual appropriation of the Park Development fund budget is necessary to provide budget authority for the purchase of the property located at 3555 Harborview Drive in Gig Harbor; and

WHEREAS, funds to purchase the property located at 3555 Harborview Drive were transferred from the Civic Center Debt Reserve fund; and

WHEREAS, adjustments to the 2012 annual appropriations of the Hotel/Motel fund were approved by City Council at the April 9, 2012 City Council meeting; and

WHEREAS, a formal amendment to the 2012 Hotel/Motel fund 2012 budget is required; and

WHEREAS, the Gig Harbor City Council held a public hearing to consider the budget amendments on November, 26, 2012; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2012 Budget shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
107-Hotel/Motel	\$ 366,205	\$ 375,000
109-Park Development	\$3,037,881	\$4,717,881

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase appropriations as shown above, and directs the Finance Director to amend the budget as shown above.

Section 3. 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 4. 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 10th day of December, 2012.

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: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 11/21/12
PASSED BY THE CITY COUNCIL: 12/10/12
PUBLISHED: 12/19/12
EFFECTIVE DATE: 12/24/12
ORDINANCE NO: 1254



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and Resolution –
 The Harbor Vision

Proposed Council Action: Hold public hearing and pass resolution.

Dept. Origin: Planning

Prepared by: Jennifer Kester *JK*
 Senior Planner

For Agenda of: December 10, 2012

Exhibits: Resolution

Initial & Date

Concurred by Mayor: CKH 12/4/12

Approved by City Administrator: R 12/5/12

Approved as to form by City Atty: email 12/4/12

Approved by Finance Director: N/A

Approved by Department Head: TD 12/5/12

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

Enclosed for your consideration is a resolution adopting a vision statement and map for “The Harbor.” The resolution also directs the Planning Department to include incorporating the vision into the Comprehensive Plan and developing implementing policies as part of the 2013 Comprehensive Plan amendment cycle.

In March of this year, a Downtown Planning and Vision committee was formed to develop a vision statement for the downtown. As part of this effort, over 80 individuals were interviewed, two town hall meetings were held to solicit public input (June 27th and October 18th), and members met with community groups such as the Chamber and GHHWA. The combined attendance for the town hall meetings was over 180 people. The result of the committee’s work and public input is a vision statement for “The Harbor,” the residential and commercial areas around the bay from City Park at Crescent Creek to the old Ferry Landing.

After the Comprehensive Plan is updated to incorporate the vision, implementing zoning regulations will be developed and neighborhood boundaries will be identified.

RECOMMENDATION / MOTION

Hold public hearing and pass resolution adopting vision statement and map for The Harbor.

RESOLUTION NO. 920

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
ADOPTING A VISION STATEMENT AND MAP FOR THE HARBOR AND
DIRECTING THE PLANNING DEPARTMENT TO INCLUDE
INCORPORATING THE VISION INTO THE COMPREHENSIVE PLAN AS
PART OF THE 2013 ANNUAL AMENDMENT CYCLE.**

WHEREAS, in March 2012, the City formed a Downtown Planning and Vision committee to develop a vision statement for downtown; and

WHEREAS, members of the committee conducted interviews with over 80 people to solicit input regarding downtown and its future; and

WHEREAS, the committee held a town hall meeting on June 27th, 2012 to ask the community: Where is downtown? What uses are needed downtown? What was their vision for downtown? and What is the downtown's historic character? Over 120 people attended the town hall meeting; and

WHEREAS, the committee spent the summer developing a draft vision statement and map which represented the public input; and

WHEREAS, based on public input, the scope of the visioning project was expanded to encompass "The Harbor," the residential and commercial areas around the bay from City Park at Crescent Creek to the old Ferry Landing; and

WHEREAS, on October 18th 2012, the committee held a second town hall meeting to present a draft vision statement and map of The Harbor. Over 60 people attended this second meeting; and

WHEREAS, the committee took the input from the town hall meetings, interviews and meetings with community groups, and refined the vision statement. On December 3rd, 2012, the committee forwarded its recommended Vision Statement and map to the Council for adoption; and

WHEREAS, on December 10th, 2012, the City Council held a public hearing and adopted The Harbor Vision Statement and map attached hereto as Exhibit A; now, therefore,

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY
RESOLVES AS FOLLOWS:**

Section 1. The Harbor Vision – Adopted. The Gig Harbor City Council hereby adopts The Harbor Vision Statement and map attached as Exhibit A and incorporated herein by reference.

Section 2. 2013 Comprehensive Plan Amendment Cycle. The Planning Department is hereby directed to include incorporating the Vision Statement and map into the Comprehensive Plan and developing implementing policies as part of the 2013 Comprehensive Plan amendment cycle.

PASSED by the City Council this 10th day of December, 2012.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk:
Passed by City Council:
Resolution No.

The Harbor

Shaped by our maritime heritage, the Harbor is a reflection of our past and the foundation for our future. The Harbor is:

- *A vibrant place where residents, visitors and boaters enjoy a walkable waterfront, picturesque views and the natural environment.*
- *A place that celebrates and perpetuates the character and traditions of a working waterfront and preserves historic neighborhoods.*
- *A place that supports and values local retail shops and services.*
- *A place that provides services for recreational and commercial boating.*

The Harbor is a place where people live, work, play, shop and explore.



Kester, Jennifer

From: Mark Hoppen [hoppenm@gmail.com]
Sent: Wednesday, December 05, 2012 5:10 PM
To: Kester, Jennifer; Ekberg, Steve; Payne, Tim; Guernsey, Jill; paulkadzik@comcast.net; Perrow, Michael; Malich, Ken; Young, Derek; Hunter, Chuck; Stanton, Lita; Richards, Dennis
Subject: Draft Harbor Vision Comment

Follow Up Flag: Follow up
Flag Status: Flagged

The draft Harbor Vision states that we "perpetuate" the working waterfront, "preserve" historic neighborhoods, and "provide" recreational and boater services.

In rather uncommitted contrast, the vision statement indicates that we only "enjoy" walkability, views, and the natural environment.

I would like to have a vision that actively leads toward a sustainable commitment to walkability, views, and the natural environment. As with "preserve" and "provide", I would prefer the terminology "enjoy and sustain" in reference to walkability, views, and the natural environment. In the broadest respects, this is matter of commitment to healthy lifestyles.

As it is expressed, the commitment to working waterfront and historic neighborhoods appears partly as outcome and then partly as process, whereas the commitment to walkability, views, and the natural environment appears strictly as outcome.

Since this Harbor Vision statement is ultimately about policy direction, decision-making balance and public investment, I do not think my concern is dancing on the head of a pin. There is inequitable priority expressed in this statement that values the perpetuated, preserved, and provided elements more than the enjoyed elements. This is easily correctable.

Each statement should be parallel in sentence structure. Just add "and sustain" and after "enjoy" in the first bullet. So written, policy direction, decision-making and public investment can later be expressed from a balanced, forward-looking, parallel perspective.

Mark Hoppen

8133 Shirley Avenue

Gig Harbor, WA 98332

Cell 253 279-2415 begin of the skype highlighting _____ 253 279-

2415 end of the skype highlighting

hoppenm@gmail.com

Kester, Jennifer

From: Mark Hoppen [hoppenm@gmail.com]
Sent: Thursday, December 06, 2012 5:32 PM
To: Ekberg, Steve; Malich, Ken; Payne, Tim; paulkadzik@comcast.net; Perrow, Michael; Guernsey, Jill; Young, Derek; Hunter, Chuck; Kester, Jennifer
Subject: Make the First Bullet in the Harbor Vision like the Other Bullets

Follow Up Flag: Follow up
Flag Status: Flagged

Or perhaps the first bullet could be re-written more like the other bullets in total, for instance:

"A vibrant place for residents, visitors and boaters that sustains a walkable waterfront, picturesque views and the natural environment."

Mark Hoppen
8133 Shirley Avenue
Gig Harbor, WA 98332
Cell 253 279-2415
hoppenm@gmail.com

Kester, Jennifer

From: MJ crites [mjcrites@gmail.com]
Sent: Friday, December 07, 2012 5:48 PM
To: Kester, Jennifer
Subject: Question about the vision statement for down town.

Follow Up Flag: Follow up
Flag Status: Flagged

Do we have some sort of working definition of what things like "walkable waterfront" and "working waterfront" mean, or does it not really matter.

Michael Crites

Kester, Jennifer

From: Mark Bonsell [mbonsell@centurytel.net]
Sent: Saturday, December 08, 2012 11:31 AM
To: Kester, Jennifer
Subject: Harbor Vision

Follow Up Flag: Follow up
Flag Status: Flagged

Hi, we received the City's letter regarding the up coming public Hearing on Monday 12/10. I am unable to attend due to business reasons but would like to add my comments.

The first bullet on the letter contains the phrase "*picturesque views*"

My opinion is that the city should do all in its power to open up the view basin. That includes all street ends and along the view basin sidewalks.

Remove tall vegetation, trees, limbs, and solid panel fences higher than 4 ft. that currently block views of the basin.

This should be done *especially* on all city owned parcels, right of ways, street ends. and along sidewalks that line the bay.

A few other items I would like to add:

- Encourage a waterfront fuel facility perhaps a public/private joint venture?
- Help downtown businesses all you can by not hampering their growth/signage. (We were just on Harborview downtown and it seemed very quiet for a dry Saturday in December.)
- Work to add sidewalks on the waterside of Vernhardson along with a bridge over Crescent Creek thus continuing the waterfront walk around the view basin.
- Encourage the establishment of a full service grocery store downtown.

Best Regards,
Mark Bonsell
9608 Jacobsen Lane

From: [JoAnna Novicky](#)
To: [Kester, Jennifer](#)
Subject: GH Waterway Plan
Date: Monday, December 10, 2012 12:40:58 PM

Hello,

I was pleased to receive your notice asking for feedback about the adoption of a vision statement for the Harbor. The reason that I was pleased, is because I want to make sure that access to our waterway is available, especially for non-motorized boats and/or just citizens who would like to have access to enjoy the Harbor.

A prime location for free citizen access to the Harbor, is at the end of Wheeler Ave, down by Rust Road. There has been some problems, with this Wheeler waterway access being open to the public, as the neighbors on Wheeler and Rust, have tried to make this access exclusive to their properties.

I want to make sure that the public Harbor access at the end of Wheeler Ave remain open and accessible for Gig Harbor residents to use for beaching or to launch their non-motorized boats.

I hope as the Harbor's Vision is being created, it takes into consideration the protection of our disappearing public water way accesses.

Thanks for representing this point of view and your help in creating our Harbor's Vision Plan.

JoAnna Novicky
9518 Wheeler Ave NW
GH 98332
253-225-7755



December 10, 2012

Gig Harbor City Council
3510 Grandview
Gig Harbor, WA 98335

RE: Vision Statement

Dear Council Members,

Ms. Jill Guernsey attended the November 27, 2012, Gig Harbor Chamber of Commerce Board Meeting and presented the downtown planning Vision Statement. The Chamber supports and promotes business in all of Gig Harbor and sees a vibrant downtown as beneficial to everyone.

The Chamber Board appreciates the work Ms. Guernsey and others at the City have put into this effort and support the Vision Statement. Our Board of Directors view it as a positive step forward in the continuing development of Gig Harbor's business communities, and they are hopeful that it will assist the City in its development of an updated Comprehensive Plan and amendments to City policies on zoning.

We look forward to working with you in making the Vision a reality.

Sincerely,

A handwritten signature in black ink that reads "Warren Zimmerman". The signature is fluid and cursive, with the first name "Warren" being more prominent than the last name "Zimmerman".

Warren Zimmerman
President/CEO



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution-Shoreline
Master Program Update

Proposed Council Action: Approve a Resolution that authorizes staff to transmit the city's draft Shoreline Master Program to the Department of Ecology for review and approval pursuant to the requirements of RCW 90.58.090 and WAC 173-26.

Dept. Origin: Planning Department

Prepared by: Tom Dolan 
Planning Director

For Agenda of: December 10, 2012

Exhibits: Draft Shoreline Master Program dated December 10, 2012 & Resolution authorizing submittal of the document to the Department of Ecology

Initial & Date

Concurred by Mayor: CLH 12/3/12
Approved by City Administrator: R- 12/3/12
Approved as to form by City Atty: per e-mail dated 12.3.12
Approved by Finance Director: DF 12/3/12
Approved by Department Head: TD 12/3/12

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The proposal is a non-project action to amend the City's existing Shoreline Master Program which guides and regulates activities/uses and development along the city's shorelines. The proposed Gig Harbor Shoreline Master Program (GHSMP) would replace the city's existing master program first adopted in 1975 and last amended in 1994. The city's Comprehensive Plan and GHMC Titles 17, 18 and 19 (zoning, critical areas and administration, respectively), would also be subsequently amended for consistency with the updated GHSMP.

The proposed GHSMP is the product of a comprehensive, city-wide update of the master program as required by RCW 90.58.080(2)(a)(iii). The updated master program has been prepared consistently with the Department of Ecology's (Ecology) guidelines set forth in WAC 173-26. The proposed GHSMP will affect activities/uses and development along Gig Harbor Bay, Colvos Passage, the Tacoma Narrows, and Henderson Bay. Marine areas waterward of extreme low tide are designated as "Shorelines of Statewide Significance," requiring additional attention.

The draft master program includes a total of six (6) Shoreline Environment Designations which are described as follows:

- **Natural:** Gig Harbor Spit; and Tacoma Narrows south of overwater beach cabins to southern Urban Growth Area limits;
- **Urban Conservancy:** Colvos Passage; stream mouths and estuarine wetlands of Crescent and Donkey Creeks; and stream mouth of McCormick Creek;
- **Low Intensity:** East Gig Harbor Bay; Colvos Passage; overwater beach cabins along Tacoma Narrows; and Henderson Bay excluding stream mouth of McCormick Creek;
- **City Waterfront:** Downtown Gig Harbor Bay excluding stream mouths and estuarine wetlands of Crescent and Donkey Creeks;
- **Historic Working Waterfront:** Downtown Gig Harbor Bay within the historic "Millville" District; and
- **Marine Deepwater:** Gig Harbor Bay and Henderson Bay waterward of extreme low tide.

All environments extend waterward to the extreme low tide, except that the Marine Deepwater Environment extends waterward to city limits.

Shoreline Environment Designations have been determined after consideration of:

- The ecological functions and processes that characterize the shoreline, together with the degree of human alteration as determined by the 2011 Shoreline Inventory and Characterization Report and any subsequent investigations or analyses as may be required by this program;
- Existing development patterns together with the Gig Harbor Comprehensive Plan land use designations and other officially adopted plans; and
- The guidelines outlined in WAC 173-26-211, Environment Designation System.

The city's shoreline environment designations function as an overlay to provide regulations, development standards, and protective environmental measures, in addition to the regulations and standards of the underlying zoning classifications.

Goals and policies are identified for each of the shoreline environment designations. Further, general goals, policies and regulations for Shoreline Use, Marine Shoreline and Critical Areas Protection, Flood Hazard Reduction, Historic, Cultural, Scientific and Educational Resources, Public Access, Water Quality and Quantity, Vegetation Conservation, Quality Waterfront Development along Gig Harbor Bay and Restoration and Remediation have also been developed as part of the SMP update process. The GHSMP also contains goals, policies and regulations for shoreline land use and modifications. In this regard, goals, policies and regulations have been developed for Aquaculture, Boating and Marinas: Piers, Docks and Moorage, Clearing and Grading, Commercial Uses, Commercial Fishing, Dredging and

Dredge Material Disposal, Educational Facilities/Scientific, Historical Cultural, Educational Research Uses, Fill and Excavation, Historic Net Sheds, Industrial Development, In-stream Structures, Pedestrian Beach Access Structures, Recreation Uses and Development, Residential, Shoreline Habitat and Natural Systems Enhancement Projects, Shoreline Stabilization, Signs and Outdoor Advertising, Transportation Facilities and Utilities.

There is also a regulatory element in the proposed GHSMP. In this regard, the master program contains use and modification regulations and development standards to be applied in each shoreline environment designation. Use regulations refer to the allowance or prohibition of specific uses such as residential, commercial, or industrial uses in each shoreline environment designation. Modification regulations address development activities such as dredging, clearing and grading, fill and excavation and pedestrian beach access structures that modify existing natural and altered shoreline conditions. In general, such development standards as building and structure setbacks, height limitations, native vegetation requirements, and public access requirements are also addressed by the master program. The development standards also address the management and protection of critical areas (wetlands, critical fish and wildlife habitat, steep slopes, etc.) located within the shoreline area. Some of the use, modification and development standards have been retained from the city's existing master program, others are newly created to address a specific shoreline management need or to ensure compliance with state guidelines.

Lastly, the proposed GHSMP contains administrative procedures such as permit submittal requirements and review procedures for Shoreline Substantial Development Permit exemptions, Shoreline Substantial Development Permits, Shoreline Conditional Use Permits and Shoreline Variance Permits, nonconforming uses and structures and enforcement actions. These elements have been updated from the existing master program to clarify procedural requirements and reflect current practice.

The December 10, 2012 draft master program incorporates revisions requested by the City Council in response to written public comments submitted on the February 29, 2012 draft and oral comments received at the public hearing held on the draft document on June 11, 2012. Major revisions include the removal of the Henderson Bay, Purdy and Burley Lagoon Urban Growth Areas in response to concerns raised regarding proposed aquaculture regulations, and a revision to the proposed Colvos Passage Urban Conservancy Shoreline Environment Designation that converted the majority of that designation to a Low Intensity Designation in response to a property owners request and to be consistent with Pierce County's proposed designation for the same area.

Upon approval of the resolution, the draft GHSMP will be transmitted to the Department of Ecology for review and comment, including any final requested revisions prior to the City's formal adoption of the master program in accordance with the provisions of WAC 173-26-110. If no revisions are requested, or revisions are requested that the City accepts, the City Council will formally adopt the master program and Ecology will issue a final approval letter. The master program will become effective 14-days after Ecology's issuance of its final approval letter and is subject to a 60-day appeal period. Ecology's review process typically takes 180-days to complete.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on February 29, 2012 per WAC 197-11-340(2). The threshold determination was subsequently appealed by Robert Frisbie. On May 29, 2012, the City Council conducted an open record appeal hearing on the SEPA appeal and by a 6-0 vote, denied the appeal and upheld the Responsible Official's Threshold Determination.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

On April 21, 2011, by a 5-0 vote with one member absent, the Planning Commission recommended the draft Shoreline Master Program to the City Council for its review and consideration.

RECOMMENDATION / MOTION

Approve a resolution authorizing staff to transmit the city's December 10, 2012 draft Shoreline Master Program, Shoreline Inventory & Characterization, Shoreline Restoration Plan and related documents to the Department of Ecology for review and approval.

RESOLUTION NO. 921

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
APPROVING THE SHORELINE MASTER PROGRAM UPDATE AND
DIRECTING STAFF TO FORWARD THE SHORELINE MASTER
PROGRAM TO THE DEPARTMENT OF ECOLOGY FOR STATE REVIEW
AND APPROVAL PURSUANT TO RCW 90.58.090 AND WAC 173-26.**

WHEREAS, the Shoreline Management Act of 1971, codified at chapter 90.58 RCW (“SMA”), requires all cities and counties with “shorelines of the state” to prepare and adopt a Shoreline master Program that is based on state laws and rules, but tailored to the specific jurisdiction; and

WHEREAS, in 1975, the City of Gig Harbor adopted its SMA-based Shoreline Master Program (“SMP”) and last amended it in 1994; and

WHEREAS, effective January 17, 2004, the regulations implementing the SMA promulgated under chapter 173-26 WAC (the “SMA guidelines”) were substantially revised and the City’s current program requires a comprehensive master program update in order to achieve the procedural and substantive requirements of the SMA guidelines; and

WHEREAS, in 2008, the City formed a stakeholders committee to identify shoreline issues for review and review draft shoreline environmental designations, draft policies and draft modification matrices; and

WHEREAS, between October 2008 and August 2009, the stakeholder committee conducted 15 meetings; and

WHEREAS, on November 19, 2008, the City held an open house to solicit comments and answer questions from the community regarding the master program update; and

WHEREAS, based upon the stakeholder committee’s review and comments received at the open house, in November 2009, the City produced a working draft SMP for Planning Commission review; and

WHEREAS, the Planning Commission commenced a 15-month review of the November 2009 working draft SMP on January 21, 2010; and

WHEREAS the Planning Commission held 36 work-study sessions between January 21, 2010 and April 21, 2011, held two open houses on January 21, 2010 and March 31, 2011, and held two public hearings on November 18, 2010 and March 31, 2011; and

WHEREAS, based on the discussions at the Planning Commission, input received at the open houses and testimony entered into the record at the two public hearings, the Planning Commission revised the working draft to better reflect the specific characteristics

of the Gig Harbor city and UGA shorelines; and

WHEREAS, on April 11, 2011, the Planning Commission voted 5-0 to recommend the Planning Commission's draft SMP for adoption by the City Council; and

WHEREAS, the Planning Commission and City Council held a joint work-study session to discuss the Planning Commission recommended draft SMP on May 21, 2011; and

WHEREAS, the City Council held a work-study session on September 19, 2011 to discuss issues related to the master program, and to provide staff with direction regarding its response to such issues; and

WHEREAS, the City Council held a public hearing on the revised Planning Commission draft of the SMP on June 11, 2012; and

WHEREAS, the proposed SMP update was forwarded to the Washington State Department of Commerce on February 29, 2012, pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) pursuant to WAC 197-11-340(2) on February 29, 2012; and

WHEREAS, Robert Frisbie filed a timely appeal of the City's DNS on April 23, 2012; and

WHEREAS, the City Council conducted a SEPA appeal hearing on May 29, 2012; and

WHEREAS, by a vote of 6-0, the City Council denied the SEPA appeal as documented in Resolution 902 passed June 11, 2012; and

WHEREAS, at an October 22, 2012 work-study session of the City Council, the city staff presented recommendations on further revisions to the Planning Commission recommended draft needed to address written comments and testimony provided at the June 11, 2012 public hearing; and

WHEREAS, the revisions recommended at the October 22, 2012 work-study session and other minor non-substantive housekeeping have been incorporated into the December 10, 2012 draft SMP; and

WHEREAS, the purpose of this resolution is to provide the approval necessary to forward the proposed SMP update to the Washington State Department of Ecology for review and comment prior to the City's formal adoption of the SMP in accordance with WAC 173-26-110; now, therefore,

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY
RESOLVES AS FOLLOWS:**

Section 1. Proposed Shoreline Master Program Update – Approved. The Gig Harbor City Council accepts the Shoreline Master Program update attached as Exhibit A and incorporated herein by reference.

Section 2. Submittal to Department of Ecology. The Planning Director is hereby directed to submit the accepted Shoreline Master Program update and all supporting documentation required to accompany the Shoreline Master Program update pursuant to WAC 173-26-110 to the Washington State Department of Ecology for formal review and approval in accordance with WAC 173-26-120 and RCW 90.58.090.

PASSED by the City Council this 10th day of December, 2012.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk: 12/04/12
Passed by City Council: 12//10/12
Resolution No. 921



PUBLIC WORKS DEPARTMENT

MEMORANDUM

DATE: December 5, 2012

TO: Mayor and City Council

FROM: Jeff Langhelm, PE, Senior Engineer

SUBJECT: Support for Draft Fire Suppression Cost Recovery Legislation

REFERENCE: Draft Fire Suppression Cost Recovery Legislation from Fire PALS –
November 13, 2012

In 2008 and 2012 the Washington State Supreme Court made decisions that left unresolved important questions about who pays for fire hydrants, what costs may be recovered, the mechanism or process that may be used for cost recovery, and the risk of negligence liability for fire hydrants. These decisions prompted a group of Washington State water purveyors to review possible legislative actions to clarify these unresolved questions. The Washington Water Utilities Council convened a task force that created a list of potential legislative options. This task force is the Fire Protection, Payment and Liability Security working group (aka FirePALS).

The City's legal consultant on water-related issues, attorney Tom Mortimer, has been working other attorneys on FirePALS on behalf of the Washington Water Utilities Council. Tom has not represented himself on FirePALS as a representative of the City. Rather, Tom has only updated the City on the group's status and the details of the legislation.

Most water purveyors (including the City of Gig Harbor Water Department and the other 10-plus water purveyors located in the City limits) charge their water customers through existing rates and charges for all related costs to construct and maintain fire suppression infrastructure. This infrastructure may include watermains sized to convey fire flows, fire hydrants, water storage, and booster pumps. The Supreme Court decisions made it likely that the local jurisdiction's general fund would pay water purveyors located within the jurisdictional boundaries for the costs to construct and maintain this infrastructure. The draft legislation proposes water purveyors continue to

Support for Draft Fire Suppression Cost Recovery Legislation
December 5, 2012
Page 2 of 2

be responsible for the costs related to the fire suppression infrastructure and not pass those costs along to the local jurisdiction.

The Supreme Court Decisions have also opened the door for water purveyors to become liable for operation and maintenance of hydrants and related fire suppression infrastructure. This is a change from previous protections allowed to water purveyors under the public duty doctrine. The draft legislation proposes water purveyors would continue to receive protection under the public duty doctrine.

At this time the draft legislation (attached) is moving forward to the Washington State legislature for consideration. Many stakeholder groups are looking for support from water purveyors for this legislation. Unless the council feels otherwise, staff would like to inform the Association of Washington Cities the City of Gig Harbor supports the draft legislation.

To review further information on the draft legislation and FirePALS, see the FirePALS website located here: <http://www.wafirepals.com/>. This website explains the group's concerns, outlines the legislative process, and keeps stakeholders updated on progress.

State of Washington

63rd Legislature

2013 Regular Session

By

AN ACT Relating to fire suppression water facilities and services provided by municipal and other water purveyors; and adding a new chapter to Title 70 RCW.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

NEW SECTION. **Sec. 1.** FINDINGS AND DECLARATION OF PURPOSE.

1) The legislature finds that historically governmental and non-governmental water purveyors have played two key public service roles: providing safe drinking water and providing water for fire protection. This dual function approach is a deeply-embedded and state-regulated feature of water system planning, engineering, operation, and maintenance. This dual function enables purveyors to provide these critical public services in a cost-effective way that protects public health and safety, promotes economic development, and supports appropriate land use planning.

(2) The legislature finds that the provision of integrated, dual function water facilities and services benefits all customers

of a purveyor, similar to other benefits provided to water system customers in response to regulation regarding safe drinking water such as treatment and water quality monitoring.

(3) The legislature finds that water purveyors plan, construct, acquire, operate, and maintain fire suppression water facilities in response to regulatory requirements, including without limitation the Public Water System Coordination Act (RCW 70.116.080), the Design of Public Water Systems and Water System Operations requirements (WAC 246-290, Parts 3 and 5), the State Building Code Act (ch. 19.27 RCW), and the International Fire Code. The availability of infrastructure and water to fight fires allows for the development and habitability of property, increases property values, and benefits customers and property through lower casualty insurance rates.

(4) The legislature finds that recent Washington Supreme Court decisions, including *Lane v. City of Seattle*, 164 Wn.2d 875 (2008), and *City of Tacoma v. City of Bonney Lake, et al.*, 173 Wn.2d 584 (2012), have created uncertainty and confusion as to the role, responsibilities, and cost allocation and recovery authority of water purveyors. If left unresolved, the absence of legal clarity will adversely affect the availability and condition of fire suppression infrastructure necessary to protect life and property.

(5) It is the legislature's intent to determine appropriate methods of organizing public services and the authority of water purveyors with respect to critical public services. The legislature further intends this act to clarify the authority of water purveyors to provide fire suppression water facilities and services and to recover the costs for those facilities and services. The legislature also intends to provide liability

protections appropriate for water purveyors engaged in this vital public service.

NEW SECTION. **Sec. 2.** DEFINITIONS. The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Municipal corporation" means any city, town, county, water-sewer district, port district, public utility district, irrigation district, and any other municipal corporation, quasi-municipal corporation, or political subdivision of the state.

(2) "Fire suppression water facilities" means water supply transmission and distribution facilities, interties, pipes, valves, control systems, lines, storage, pumps, fire hydrants, and other facilities, or any part thereof, used or usable for the delivery of water for fire suppression purposes.

(3) "Fire suppression water services" or "services" means operation and maintenance of fire suppression water facilities and the delivery of water for fire suppression purposes.

(4) "Purveyor" has the same meaning as set forth in RCW 70.116.030(4).

NEW SECTION. **Sec. 3.** COST ALLOCATION AND RECOVERY. A purveyor may allocate and recover the costs of fire suppression water facilities and services from all customers as costs of complying with state laws and regulations, or from customers based on service to, benefits conferred upon, and burdens and impacts caused by various classes of customers, or both.

NEW SECTION. **Sec. 4.** CONTRACTS TO PROVIDE FOR FACILITIES AND SERVICES. A city, town or county may contract with purveyors for

the provision of fire suppression water facilities, services, or both. Such a contract may take the form of a franchise agreement, an interlocal agreement pursuant to chapter 39.34 RCW, or an agreement under other contracting authority, and may provide for funding or cost recovery of fire suppression water facilities, services, or both, as the parties may agree.

NEW SECTION. **Sec. 5.** PAYMENT BY COUNTIES. A county is not required to pay for fire suppression water facilities or services except (1) as a customer of a purveyor, (2) in areas where a county is acting as a purveyor, or (3) where a county has agreed to do so consistent with section 4 of this act.

NEW SECTION. **Sec. 6.** LIABILITY PROTECTION FOR FIRE SUPPRESSION WATER FACILITIES AND SERVICES.

(1) A purveyor that is a municipal corporation shall not be liable for any damages that arise out of a fire event and relate to the operation, maintenance, and provision of fire suppression water facilities and services that are located within or outside its corporate boundaries.

(2) A purveyor that is not a municipal corporation shall not be liable for any damages that arise out of a fire event and relate to the operation, maintenance, and provision of fire suppression water facilities and services if such purveyor has a description of fire hydrant maintenance measures, which may be included within its most recently approved water system plan or small water system management program.

NEW SECTION. **Sec. 7.** LIBERAL CONSTRUCTION. This chapter is exempted from the rule of strict construction and shall be

liberally construed to give full effect to the objectives and purposes for which it was enacted.

NEW SECTION. **Sec. 8.** POWERS CONFERRED BY CHAPTER ARE SUPPLEMENTAL.

(1) The powers and authority conferred by this chapter are supplemental to powers and authority conferred by other law, and nothing contained in this chapter shall be construed as limiting any other powers or authority of any municipal corporation or other entity under applicable law.

(2) As to water companies that are regulated by the utilities and transportation commission under title 80 RCW, nothing in this act is intended to change or limit the authority or jurisdiction of the utilities and transportation commission.

NEW SECTION. **Sec. 9.** RATIFICATION OF PRIOR ACTS. All ordinances, resolutions, and agreements adopted or entered into after October 16, 2008, that are consistent with the provisions of this act are hereby validated, ratified, and confirmed. Any actions taken after October 16, 2008, that are consistent with the provisions of this act, to implement an earlier ordinance or resolution or to perform an earlier agreement are hereby validated, ratified, and confirmed.

NEW SECTION. **Sec. 10.** CODIFICATION. Sections 1 through 8 of this act constitute a new chapter in Title 70 RCW.

--- END ---