

Gig Harbor City Council Meeting

**April 22, 2013
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 22, 2013**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Apr. 8, 2013.
2. Liquor License Action: a) Renewals: Susanne's Bakery, Walgreens, Anthony's at Gig Harbor, Kelly's Café and Espresso, Tanglewood Grill, Sunset Grill, Bistro Satsuma, Heritage Distilling Company; b) Assumption: Cigar Land;
3. Receive and File: Parks Commission Minutes: March 6, 2013;
4. Donkey Creek Project – Change Order No. 1.
5. Lift Station No. 4 Geotechnical Assistance.
6. Approval of Payment of Bills Apr. 22, 2013: Checks #72269 through #72389 in the amount of \$559,937.55.

PRESENTATIONS: Volunteer Recognition Week – Police.

OLD BUSINESS:

1. Resolution No. 928 Findings and Conclusions Related to Comprehensive Plan Amendment: PL-COMP-13-0001.

NEW BUSINESS:

1. Well No. 5 Motor Replacement and Installation Project – Small Public Works Contract Award.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Lodging Tax Advisory Committee: Thu. Apr 25th at 8:45 a.m.
2. Parks Commission: Wed. May 1st at 5:30 p.m.
3. Planning/Building Committee: Mon. May 6th at 5:15 P.M.

EXECUTIVE SESSION: To discuss pending litigation per RCW 42.30.110(1)(i).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – April 4, 2013

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

CALL TO ORDER: 5:31 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Mar. 25, 2013.
2. Liquor License Action: a) Application: Tobacco Harbor; b) Application: Devoted Kiss Café; c) Discontinued: Premium Wine and Liquor Northwest;
3. Receive and File: a) Planning Commission Minutes: Dec. 6, 2012, Jan. 17, 2013, and Feb. 7, 2013; b) Planning/Building Committee Minutes: Mar 4, 2013; c) Downtown Planning and Visioning Committee: Jan 30, 2013, Feb 19, 2013, and Feb. 27, 2013; d) Lodging Tax Advisory Committee Minutes Jan 10, 2013.
4. Resolution No. 925 – IT Surplus Equipment.
5. Approval of Payment of Bills Apr. 8, 2013: Checks #72134 through #72268 in the amount of \$832,698.91.
6. Approval of Payroll for the month of March: Checks#6937 through #6958 and direct deposits in the amount of \$342,174.44.

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

SWEARING IN CEREMONY:

Chief Mike Davis explained the importance of the oath of honor to remind us all of a police officer's commitment to higher ethical standards. He said that tonight we have two important promotions to celebrate the administration of the oath.

Sergeant Matt Dougil. Chief Davis gave an overview of Matt Dougil's background. Mayor Hunter administered the oath and Sergeant Dougil's wife Bayette came forward for the ceremonial pinning on of his badge. Chief then presented Sergeant Dougil with a certificate of promotion.

Lieutenant Kelly Busey. Chief Davis then introduced Kelly Busey, presenting a summary of his 22 years of service and accomplishments while working for the Gig Harbor Police Department. Mayor Hunter administered the oath and Lieutenant Busey's wife Sherrie came forward for the ceremonial pinning on of his badge. Chief then presented Sergeant Dougil with a certificate of promotion.

OLD BUSINESS:

1. 2013 Comprehensive Plan Amendment Docket. Senior Planner Lindsey Sehmel provided an overview of the process for these land use comprehensive plan

amendments and the selection criteria council must consider in their decision. She gave an overview of the two proposed amendments.

Councilmember Kadzik said that the proponents have provided good argument to justify the change in designation, but he doesn't see anything compelling for why we should make the change. He used the recent proposal on Grandview as an example in which council took the position to not allow commercial "creep," and said Councilmember Malich made a good point at the last meeting. He said he doesn't see a good argument for changing the designation, and is in favor of keeping things the way they are.

Councilmember Malich added that he feared there could be a reverse effect on the commercial planned community area across the freeway. He said he doesn't want this to go forward to the Planning Commission. He said he does like the Harbor Vision Plan and it should be forwarded.

MOTION: Move to forward to the Planning Commission only Comp Plan Amendment PL-COMP-13-002.
Ekberg / Kadzik –

Councilmember Kadzik commented that this is a good example of how this method of determining whether or not to move a comprehensive plan amendment forward can save time and money for both the developer and the city if something doesn't make sense for the city's vision.

Councilmember Young asked if we have complete legal discretion on whether to not allow a request to move forward. He said that he wants to make sure that we have defensible reasoning.

Ms. Kester explained that if council decides not to move forward the Burnham Hill Commercial application, staff would come back with a resolution that includes findings based on the criteria that call out the reasons for why you chose not to move this forward.

Councilmember Ekberg said that one of the criteria is that circumstances have to have substantially changed, and he sees nothing to that effect. There was an existing gravel pit, a contractor's yard, and office buildings when the area was annexed, and this property is already zoned with a buffer designation between the more intense commercial and residential use. He said he sees no reason to move this forward.

Councilmember Payne asked if the selection criteria is a mostly due process checklist; not whether or not we like the project, but whether it meets the minimum requirements to be considered by the Planning Commission. Ms. Kester responded that council could look at these criteria at a minimum, but it also provides the ability to decide whether or not it meets council's vision as long as you can make appropriate findings.

Councilmember Payne then said he is torn because he agrees that there hasn't been a significant change but thinks that going through the Planning Commission process would afford an opportunity for discussion on land use for the entire area.

Councilmember Guernsey said the property is classified as Urban Residential Moderate Density that would allow several uses including medium density residential, multiple family residential, RB-1, and RB-2, and so within those classifications there is room for something appropriate for the site. She said that the changes there are minor so it does not pass the substantial change circumstance test.

Councilmember Perrow said he echoed comments from Councilmembers Payne and Malich on how to address that freeway site and future growth. He talked about the traffic concerns saying that the ability to use shoulders is horrible, and there are signs that say no pedestrians. He agreed what was needed is a global view of the area, but not on the backs of an applicant.

Councilmember Young said we should clarify our policy to make sure we know what is substantial or what type of change would trigger an amendment. He said he felt somewhat obligated to move it forward from the last meeting because they met a basic criteria, but Councilmember Guernsey made a compelling argument for the existing zoning.

Councilmember Payne agreed that we need a broad, comprehensive review of this area by the Planning Commission.

RESTATED MOTION: Move to forward to the Planning Commission only Comp Plan Amendment PL-COMP-13-002.
Ekberg / Kadzik – unanimously approved.

Ms. Sehmel suggested that this could be added to the Planning Commission review for the major update to the comprehensive plan scheduled for 2015.

NEW BUSINESS:

1. Public Hearing and Resolution No. 926 Purdy Urban Growth Area Development Standards. Planning Director Jennifer Kester presented the background information for this proposed resolution in support of a Pierce County code amendment process that would increase the maximum building height to 35 feet and maximum building size to 10,000 square feet for the commercial area in Purdy. She explained that this has been published as a public hearing to allow the neighbors an opportunity to comment, and that a letter has been received from Western Oyster Properties voicing concern with sewer and stormwater runoff that will be forwarded to Pierce County along with any other comments from this public hearing.

Mayor Hunter opened the public hearing at 6:07 p.m.

David Boe, Boe Architects, 705 Pacific Avenue, Tacoma. Mr. Boe spoke in support of the resolution. He explained that the Waterfront Commercial designation was developed with a focus on the inner harbor and views, whereas the conditions at the Purdy Activity Center are quite different. He said that the ability to develop to the county's standards and their visioning process has conflicts in this area. Mr. Boe said that he appreciates city staff meeting with the county to address the anomalies, and stressed that because the area is in the UGA, any development there will still have to go through the city review process. He asked for Council's support of the resolution.

Rob Richardson – Peninsula Light Engineering Department, 13315 Goodnough Drive NW. Mr. Richardson spoke regarding in the aerial power lines over the existing structures south of the Purdy Bridge. He explained that regulations require a 15 foot distance from conductors to the top of a structure; the existing poles are 34 feet, and so raising the building height to 35 feet would encroach on that distance requirement. He said that Peninsula Light would entertain options, but said that raising the poles and lines higher would raise problems with the neighboring properties that would then be looking into power lines into the view corridor. The second option to underground the lines has significant problems due to permitting, easements, and the Army Corps of Engineers regulations for placement of transformers. He said that Peninsula Light recently looked into undergrounding lines in that area but due to current conditions decided that it couldn't be done. He then said that as a community, if property owners grant a corridor, it may be possible. He said he just wanted to point out that there may be other issues with raising building heights. He responded to questions by explaining that there are both 10' horizontal and 15' vertical power line separation regulations, and that most all the existing structures are directly under the existing lines.

Gary Meyers – 9001 Reid Road. Mr. Meyer explained he is partners with Kent Kingman to develop the old Tides Realty Building into a restaurant. He said he has been in contact with Peninsula Light regarding the power lines. He explained that the reason they wish to increase the building sizes and height is to have a presence and good view of the water in order to develop something that would be a good addition to the community. He explained that the simplest solution to the power lines is to raise them, but added that they are open to underground the lines. He answered Councilmember questions about the location of his building in relation to the power poles and the current building height.

Dave Morris – 2809 Harborview Drive. Mr. Morris explained that he is a property owner and managing business partner of the Purdy Shopping Center, which is part of the Activity Center Zone located north of the bridge. He said that they have no power line issues, but he is in support of the resolution. Mr. Morris said that if something can be done to mitigate the impact of the power lines then this is a reasonable request. He talked about an old aerial photo back in the 40's showing a 2-1/2 story sawmill at the location of the shopping center, proof of a history of tall buildings at that site. He said that he has no immediate plans to elevate the height at the shopping center, but he would like that flexibility. He added that this is one of few areas that you can increase the building height without impacting the neighbors because they sit up so high.

Kent Kingman – 1002 114th St. Ct KPN. Mr. Kingman explained he is a partner with GKS and owner of Minterbrook Oyster Company. Mr. Kingman said he very much in support of the resolution and talked about his vision for a destination, retail fish shop with live tanks for the native seafood. In addition he wants to build the classiest waterfront oyster bar / fish grill in the northwest. He explained that the reason for the 35' height is for a second story that could perhaps accommodate a conference area. He said that he loves wood, stone, and timber, and wants a nice, classy building that will set a trend for this area. He also thanked the city for their quick response.

Councilmember Kadzik asked if he would have freshwater fish such as trout. He responded that yes, he would. Councilmember Malich asked about parking requirements and the impact to the project if the height increase isn't approved.

Mr. Kingman and David Boe addressed these questions by saying that new development has to comply with the base flood elevation issues, which means the base level will be 4-5 feet in the air which only leaves 11 feet for a building in the existing 16 foot zone. He then said that the power lines are an issue but the building could be designed with a swooping roofline to meet the power line clearances. He stressed that any building design will have to go through the design review process. He addressed the parking issues by saying the site is unusually shaped and they will be able to meet the parking requirements on-site; this plan will look at the whole area comprehensively.

There were no further comments and Mayor Hunter closed the public hearing at 6:22 p.m.

Councilmember Kadzik said he applauds this effort to bring something decent to the Purdy area; to a place with a billion dollar view that has been the "step-child" of development. He said he is all in favor of the proposal.

Councilmember Young commented that this is a complicated land use issue within our urban growth area, but outside our jurisdiction. He said that the county is applying rules that really don't fit and so at some future date we should take a look at the entire area to come up with development codes that make sense. He recognized the concerns raised by Peninsula Light, but said the project will have to abide by development regulations from all the jurisdictions, saying that it isn't something that council can deal with here.

Councilmember Ekberg asked staff if the 35 feet and 10,000 square foot limits on the water are used anywhere else in Pierce County. Ms. Kester explained that Pierce County agrees with the 35 feet height, but they would prefer no gross floor area limitations. She explained to the county that this is a common regulation in the city and so this would be appropriate here. She responded that this would create a unique zoning designation in the county.

Councilmember Young pointed out that this is a reasonable request in the short term to help an emergent project.

Councilmember Malich asked for clarification of the urban growth area boundary here. Ms. Kester said that the Pierce County Activity Center boundary runs from 144th to where Aspen Land Surveying was located. Councilmember Malich then commented that there could be development affected by the higher buildings, which he doesn't support.

MOTION: Move to adopt Resolution No. 926 as presented.
Young / Payne – five voted in favor. Councilmember Malich voted no. Councilmember Guernsey abstained due to her work as a Pierce County Land Use Attorney.

2. Public Hearing and Resolution No. 927 - Cushman Trail Cottages Annexation. Senior Planner Lindsey Sehmel presented the background request to annex approximately 5 acres located east of Canterwood Boulevard and south of 122nd.

Mayor Hunter opened the public hearing at 6:34 p.m.

David Fisher – 7766 Beardsley Avenue. Mr. Fisher described their proposal to develop 1/3 of these 5.26 acres with a cottage community; the rest would be left in trees and the existing stream. He offered to answer questions.

John Krawczyk – 12217 58th Ave NW. Mr. Krawczyk, spoke for the McCormick Ridge Homeowners' Association. He asked about access to the property and voiced safety concerns with accessing the property from Canterwood due to the curve and hill on Canterwood Boulevard, and with the vehicle speed and visual issues at this intersection. The second concern he voiced was with utility cuts in the brand new pavement and disruption to traffic. He also said that they would like to see a sidewalk connecting with the hospital.

There were no further comments and the public hearing closed at 6:40 p.m.

MOTION: Move to adopt Resolution No. 927
Malich / Guernsey – unanimously approved.

STAFF REPORT: None.

PUBLIC COMMENT:

Kurt Salmon – 7400 Stinson / 6712 Kimball Drive (business). Mr. Salmon said he adamantly believes in the rule of law and that it applies to everybody. He explained that several years ago he got an arborist report to cut down a tree and was told by the city that he had to have a site plan and go through the permitting process. They decided against the removal because there was no room to plant three smaller trees. Now, Fire District No. 5 chops down a tree without a permit, which he finds to be terrible because it was a beautiful tree. He said he can't understand why we would allow this to occur

without a permit, variance, or a site plan. He said the city told him that the fire district was supposed to have a permit and site plan but went ahead without it. Mr. Salmon continued to say that it's obvious from comments in the Gateway that the 9-1-1 Memorial is more important than complying with the city rules. He also said that the tree may have leaned, but has withstood earthquakes and high winds. Mr. Salmon called the act malfeasance under the RCWs and that the city should hold these people's feet to the fire.

Ms. Kester responded that staff contacted the fire station and found out that an arborist report had been obtained, but the district did not submit it to the city for the required review and the necessary replacement plan before removing the tree. She said that Planner Dennis Troy is following through with the code enforcement and working with the fire district on a replacement plan. Because they are cooperating with the city, a notice of violation has not been issued, she said, and explained that the city doesn't have a fine for removal of trees.

Councilmember Kadzik asked for clarification about the rules regarding illegal tree removal. Ms. Kester said that you are required to plant three trees in place of one that should have been retained. She commented that the DRB has proposed a Green First Initiative for Planning Commission review that will address the fact that our code isn't as complete as other jurisdictions when it comes to tree retention.

Councilmember Payne asked if the elm at the fire station would have been considered a "heritage tree." Ms. Kester described some of the criteria and said that this tree probably would not qualify. She responded that there is a civil penalty action of \$100 a day if someone doesn't take the necessary corrective action.

Councilmember Payne suggested that we need to reconsider our penalty process for that type of action.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Perrow voiced irritation because nothing has been done to address the issue of vendors parking on the grass at Skansie during the Farmers Market. He said that he also has a problem with them dominating the middle of the park, especially on Sundays when most families have time together on their day off. He explained that the city has spent extra money to market Gig Harbor as Washington's Maritime City, but when people visit they see white tents and trucks which just isn't the image of Gig Harbor. Councilmember Perrow discussed the number of vendors that are arts and crafts rather than perishable goods, adding that he would be happy to plan flea markets to pack people in on Fridays and Saturdays. He said evidently, staff has worked it out to where two box trucks can park on the lawn; these are the large trucks which are the most offensive. He said he suggested moving the booths to the south property line but the vendors claim they need vehicle access. He stressed that this is a park, not a parking lot, and Council needs to come together and figure out what we want to see at

this site, because this is inconsistent with our image. Also, staff is getting mixed messages.

Mayor Hunter explained that some councilmembers wanted to encourage downtown commerce and so a farmers market was allowed on Wednesdays as a way to get more people downtown; then it grew to include Sundays. He said that Judson Street was also considered, but merchants opposed that option and were afraid the vendors wouldn't pay sales taxes. He said that we need a solution to be able to capture the best of both, because the farmers market does bring people downtown. The parking on the lawn is a concern that has been discussed, but the vendors say they can't park too far away because of their heavy boxes. Mayor Hunter said that this needs to be addressed in a balanced and fair way.

Councilmember Ekberg reiterated that the farmers market came about as a way to get more people downtown. He said that he too has concerns with them parking on the lawn and with the lack of a policy for private use of a city park. He said he too would like to see it moved to the south side of the park without vehicles. He suggested that we should set a date at the end of this season to take a serious look at the issues. He added that perhaps the merchants might now take a different approach to using Judson Street.

Councilmember Perrow said that beginning this year, he would prefer the tents be arranged so that you can see the netshed from the sidewalk. Councilmember Malich agreed, and asked if there was some agreement for why they can't be moved to the south side of the park.

City Administrator Richards explained that there is no agreement, and that he has met with the manager of the Farmers Market. He stressed that there would be no cars allowed in the park and was assured that this issue would be taken care of.

Councilmember Young recommended that this be referred to the Parks Commission. Other Councilmembers agreed and said that we need to follow up with the group this year as well.

Councilmember Payne gave an update on the Intergovernmental Affairs Committee meeting. He explained that the 2014 Public Works Trust Fund is being swept but it appears that the \$640,000 for the Point Fosdick Sidewalk project is safe for now. He further explained that our two RCO Grant applications are not so certain; the Playzone (\$180,000) and Eddon Boat Water Park Expansion (\$302,000) are ranked 1 and 2 in their categories, but right now the Senate is proposing zero funding for the RCO Grants and it is pending in the House. He said that it is possible that these projects will be okay because of their rank if there is a vote to fund something for all categories.

Councilmember Payne then reported that \$28,050.00 was raised for the playzone at the recent Rotary event that Councilmember Guernsey helped to organize. He said that this will go towards the \$30,000 gap, and the fundraiser by Harbor Ridge Middle School

will go even further to close the gap. He said we hope the state will follow through with funding the \$180,000.

Councilmember Young said that there has been a shift in direction and Pierce Transit is moving more toward express services to serve the peripheral areas, and they are also looking at a downtown trolley in the summer months to service the commercial areas. He said it would be touristy in nature so visitors would understand what it is noting that other places doing this have been successful. He stressed that it's not a done deal but the CEO is excited, and there is a proposal for a possible demonstration this summer.

Councilmember Young then announced that Pierce Transit passed a new pay rule that adopts the Gig Harbor performance-based raise model rather than utilizing step increases for non-represented folks. He said that an interesting result of the salary surveys is that they found out, contrary to public perception, that the non-represented folk's salaries are currently low because of the market freeze for the past several years.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Apr 18th at 3:00 p.m.
2. Boards and Candidate Review: Mon. Apr. 22nd at 4:30 p.m.

EXECUTIVE SESSION: To discuss property acquisition per RCW 42.30.110(1)(b).

MOTION: Move to go into Executive Session at 7:05 p.m. for approximately 45 minutes to discuss property acquisition per RCW 42.30.110(1)(b).
Malich / Payne – unanimously approved.

MOTION: Move to return to regular session at 7:50 p.m.
Kadzik / Young – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:50 p.m.
Kadzik / Young – unanimously approved.

CD recorder utilized: Tracks 1002 – 1010

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 04/06/2013

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20130731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TUNNEY, MICHAEL S	SUSANNE'S BAKERY & DELI 3411 HARBORVIEW DR GIG HARBOR WA 98332 2127	408550	BEER/WINE REST - BEER/WINE
2. WALGREEN CO.	WALGREENS #12910 4840 BORGES BLVD NW GIG HARBOR WA 98332 6826	405890	GROCERY STORE - BEER/WINE SPIRITS RETAILER
3. MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
4. G.T. ENTERPRISES LLC	KELLY'S CAFE AND ESPRESSO 7806 PIONEER WAY GIG HARBOR WA 98335 1133	400599	BEER/WINE REST - BEER/WINE OFF PREMISES
5. HINDQUARTER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO
6. MORERUSS, LLC	SUNSET GRILL 4926 POINT FOSDICK DR NW GIG HARBOR WA 98335 1713	072299	SPIRITS/BR/WN REST LOUNGE + CATERING
7. JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUMA 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE
8. HERITAGE DISTILLING COMPANY, I	HERITAGE DISTILLING COMPANY 3207 57TH STREET CT NW STE 1 GIG HARBOR WA 98335 7586	409322	CRAFT DISTILLERY

JAG



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 2b

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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

DATE: 4/05/13

TO: MOLLY TOWSLEE, CITY CLERK

RE: ASSUMPTION

From FENCO (USA), INC.

Db a CIGAR LAND, GIG HARBOR.

APPLICANTS:

LEE, UI SUP

1955-10-03

LEE, HYUNSOOK A

(Spouse) 1957-09-22

License: 087024 - 1U County: 27

UBI: 602-629-033-001-0004

Tradename: CIGAR LAND-GIG HARBOR

Address: 11430 51ST AVE NW STE 103

GIG HARBOR

WA 98332-7897

Phone No.: 253-232-5853 UI SUP LEE

Privileges Applied For:

BEER/WINE SPECIALTY SHOP

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.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 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: March 6, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Nick Tarabochia, Rahna Lovrovich, Kyle Rohrbaugh and Stephanie Payne; Staff Members: Public Works Director Jeff Langhelm, Public Works Superintendent Marco Malich, Planning Director Jennifer Kester, Senior Planner Lindsey Sehmel 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 February 13, 2013 Meeting Minutes	MOTION: Move to approve February 13, 2013 minutes as presented. Payne / Tarabochia - unanimously approved
OLD BUSINESS:		
Parks Appreciation Day (PAD)	Planning for the 2013 PAD continues. Commissioner Lovrovich discussed the location for the Taco Time Traveler being at Sehmel Homestead Park, as this is where lunch has been served in previous years. The LDS Church is planning to send 60 people to KLM Veterans Park and Grandview Forest Park, with the youth group of 80 kids being available for a larger project.	
Field Reservation Policy	Public Works Superintendent Malich discussed the possibility of implementing reservations for the Crescent Creek Park baseball field on a trial basis. Commissioner Payne recommended that it be done on a trial basis and that we contact PAA and Little League to ask about their specific needs. Commissioner Tarabochia said that it might be good to review other Cities policies. Commissioner Lovrovich said she preferred to keep Sundays open for the general public.	Public Work Director Langhelm suggested that a policy be reviewed at the April meeting. Comments from Commissioners should be forwarded to City staff by March 18 th .
NEW BUSINESS:		

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Ancich Waterfront Park – Visioning Process Introduction	<p>Planning Director Kester distributed a visioning process introduction for review and introduced Senior Planner Sehmel, who will be leading the project. Ms. Kester asked for input on the proposal from the Commission. Commission Chair Tarabochia asked that the meetings be scheduled separate from regular Parks Commission meetings. Commissioner Lovrovich asked about timing for the meetings in May/June as far as conflicts with fishermen. Bob Frisbee offered assistance with providing surveys he has obtained of the area properties. Carol Holmaas asked that the East Gig Harbor Association be included as a stakeholder. Bruce McKean was present as a Kayak Club representative. Guy Hoppen, 8402 Goodman Drive, also expressed concern with the schedule during summer months.</p>	<p>Submit additional stakeholder names to Ms. Sehmel. Wait for Parks Commission full board in April to appoint a representative.</p>
PARK UPDATE	<p>Public Works Director Langhelm gave brief updates on the following projects:</p> <ul style="list-style-type: none"> • Old Burnham Properties – waiting for Pierce County final approval on March 19th to surplus property to Gig Harbor. The limitation on the transfer only restricts it to protect the conservation features of the property. • Private Use of Public Parks Policy – Policy recommendation has been forwarded to the City Attorney for review. • Rotary Clock – This project will require a Shoreline permit from the Rotary Club to move forward. On hold until permitting funding/permit application resolved. 	
PUBLIC COMMENT:		
NEXT PARKS MEETING:		April 3, 2013 @ 5:30 p.m.
ADJOURN:		MOTION: Move to adjourn at 6:29 p.m.
		Tarabochia / Payne - unanimously approved



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

Subject: (CPP 0914) Donkey Creek Restoration and Transportation Improvements Project – Contract Change Order No. 1 – Unmarked Utility Duct Impacts

Proposed Council Action: Authorize the Mayor to execute Contract Change Order No. 1 with MidMountain Contractors, Inc. in an amount not to exceed \$ 21,603.31 for a revised total contract amount of \$3,042,055.21.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E. *EPA 4.17.13*

For Agenda of: April 22, 2013

Exhibit: Contract Change Order No. 1
Change Order Request from Contractor, relevant photos

	Initial & Date
Concurred by Mayor:	<i>CAH 4/17/13</i>
Approved by City Administrator:	<i>R 4/17/13</i>
Approved as to form by City Atty:	<i>OK via email</i>
Approved by Finance Director:	<i>[Signature] 4.17.13</i>
Approved by Department Head:	<i>[Signature] 4/17/2013</i>
Approved by Public Works Dir.:	<i>[Signature] 4/17/13</i>

Expenditure Required	\$ 21,603.31	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The Donkey Creek Restoration and Transportation Improvements Project was awarded to MidMountain Contractors, Inc. on November 13, 2012 in the amount of \$3,020,451.90. On March 13, 2013, in the course of performing work under the contract, the construction crews encountered an unknown utility duct that was in conflict with the contract work. This unforeseen conflict significantly impacted the contractor's work, requiring additional work to protect the unmarked utility, and impacting production rates, shoring methods and labor costs. The contractor also incurred additional costs associated with delay that was caused by this conflict and subsequent work acceleration and re-sequencing to keep the project on schedule.

The utility duct was not shown on the contract plans, nor was it marked in the field. Utility locate requests were called in several times during the project design and before construction began. The utility duct was not marked in the field in response to any of the locate requests until the duct was discovered and the utility locate company returned to the field and finally marked its location on March 19, 2013.

MidMountain Contractors, Inc. has submitted a request for a change order in the amount of \$21,603.31 detailing the additional costs and impacts that were attributable to the unmarked utility duct. This request has been reviewed by the City and it corresponds with the field notes and observations collected by City staff. Staff has been in contact with the utility company and has forwarded the request to the utility company for reimbursement to the City. This request is currently in process by the utility company. City staff intends to pursue the reimbursement request to the fullest extent possible under the Franchise Agreement and applicable law, if it should become necessary.

FISCAL CONSIDERATION

This change order was caused by the actions of a utility company, and based on communication to date reimbursement by the utility company will be forthcoming. Once the reimbursement is received, there will be no fiscal impact to the project budget.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute Contract Change Order No. 1 with MidMountain Contractors, Inc., in amount not to exceed \$21,603.31, including retail sales taxes, for a revised total contract amount of \$3,042,055.21.

Date: 4/16/2013	 City of Gig Harbor Public Works Department Contract Change Order Form	CCO # _____ Page 1 of _____
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Order by Engineer under terms of
Section 1-04.4 of Standard Specifications
 Change Proposed by Contractor

Project No.: CPP-0914
 Project Name: Donkey Creek Restoration and
 Transportation Improvements
 Contractor Name: MidMountain Contractors Inc.
 Kirkland, WA

When this contract change order has been approved by the Public Works Director, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

Description of Changes	Unit	Qty	Unit Price	Decrease in Contract Price	Increase in Contract Price				
<table style="width:100%; border: none;"> <tr> <td style="width:15%;">Bid Item</td> <td style="width:85%;">Bid Item Description</td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </table> <p style="font-size: small;">During construction of the new sewer intertie, the contractor encountered an unmarked utility duct that significantly impacted the contract sewer work. This change compensates the contractor for all impacts to the contract work, not limited to, but including protection of the unmarked utility, changes to production rates, shoring method changes, unplanned premium and nightshift work requiring increased labor costs and costs associated with delay, acceleration and resequencing of the contract work.</p>	Bid Item	Bid Item Description	N/A	N/A	N/A	N/A	N/A	\$0.00	\$21,603.31
Bid Item	Bid Item Description								
N/A	N/A								
Totals =				\$0.00	\$21,603.31				
Original Contract Amount \$3,020,451.90	Total Changes by Previous Change Orders \$0.00	Total Amount of this Change Order \$21,603.31		New Contract Amount Including this Change Order \$3,042,055.21					

This Change Order revises the time for substantial completion by:
 _____ 0 working day increase. _____ 0 working day decrease. no change in working days.

Acceptance of this Change Order constitutes full and complete acceptance of all listed items, and of all known or anticipated changes or claims for contract adjustment (time and money)

ACCEPTED: _____
 Contractor Signature Date _____

_____ Date _____
 Surety Signature, when required

APPROVED: _____
 Stephen T. Misiurak, PE, City Engineer Date _____



Office Address
825 Fifth Avenue
Kirkland, WA
98033

Mailing Address
P.O. Box 2909
Kirkland, WA
98083-2909

Telephone
(425) 202-3600

Fax
(425) 202-3610

March 28, 2013

Serial Letter #05

Emily Appleton, Senior Engineer
City of Gig Harbor
3610 Grandview Street
Gig Harbor, WA 98335

Reference: Donkey Creek Restoration & Transportation Improvements Project
CPP-0914 MMCI #122214
Subject: RFCO #002 - Conflicts with Century Link Duct Bank at Sewer Intertie Work

Ms. Appleton,

MidMountain Contractors, Inc. (MMCI) presents this Request For Change Order (RFCO) in accordance with DIVISION 1 of the Contract General Requirements, Section 1-04.4 CHANGES.

MMCI discovered a conflict with an existing unforeseen and not located Century Link Duct Bank at the Sewer Intertie work on N. Harborview Drive. This conflict impacted MMCI's production and planned approach to the contract work including unanticipated protection of this utility, shoring method changes, production rates, unplanned premium and night shift work.

This additional work delayed the construction critical path schedule by two days. In accordance with the Contract Specifications, MMCI is required to provide the Owner a recovery schedule that demonstrates a remedy to mitigate delay to the Project completion date required by the Contract. This impact will require MMCI to accelerate other work, potentially re-sequence and add additional resources to make up the two days. MMCI requires additional compensation for this added effort in the amount of \$2,611.44 dollars

MMCI requests a Change Order for the direct costs of the additional work plus allowable markup in the amount of \$21,603.31 dollars for the impacts resulting from the Century Link Duct Bank Conflicts. Please see the attached Force Account backup for your records.

Should you have any questions or require any additional information to process this RFCO, please contact me at 425-766-3974.

Respectfully,



Bill James
Project Manager
MidMountain Contractors Inc.

a VolkerWessels company

Equal Opportunity Employer

DAILY FORCE ACCOUNT REPORT

Project: (CPP 0914) Donkey Creek Restoration and Transportation Improvements Project

Date of Work: 3/13/2013

Contractor: MidMountain Contractor, Inc.

Reference (RFI, FO, CO, etc.):

Description of Work: Conflicts with Century Link Duct Bank at Sewer Intertie

Bid Item No. and Description: A-75

No.	Equipment Description	Hours	Rate/Hour	Amount
1	MH113 PC220 Excavator	4	\$ 112.81	\$ 451.24
1	MH109 JD 135C Excavator	4	\$ 61.98	\$ 247.92
1	MP144 Flatbed Pickup	4	\$ 50.80	\$ 203.20
1	R938 Loader	4	\$ 61.67	\$ 246.68
3	United Rentals - 8x8 Trench Box	8	\$ 21.38	\$ 513.00
1	United Rentals - 6x8 Trench Box	8	\$ 20.50	\$ 164.00
2	8x15 Road Plate	8	\$ 5.88	\$ 94.00
1	Light Plant	8	\$ 9.53	\$ 76.24
1	MN 68 TCS Pickup	2	\$ 32.96	\$ 65.92
				\$ -

No.	Labor Description	Hours	Rate/Hour	Amount
1	Foreman Operator	4	\$ 62.14	\$ 248.56
1	Operator	4	\$ 58.71	\$ 234.84
1	Pipe Layer	4	\$ 47.85	\$ 191.40
2	Gen. Laborer Flagger/Spotter	8	46.98	\$ 751.68
1	Traffic Control Super.	2	\$ 42.62	\$ 85.24
				\$ -
				\$ -
				\$ -
				\$ -

Material or Other Description	Unit	Unit Cost	Amount
HD Supply MJ Sleeve and Epoxy	1	\$ 808.18	\$ 808.18
Pea Gravel to Backfill around Duct Bank	32.53	\$ 16.62	\$ 540.53
American Pride Trucking - Solo	4	\$ 120.00	\$ 480.00
			\$ -

Description	Amount	Markup	Total
LABOR	\$ 1,511.72	29%	\$ 1,950.12
EQUIPMENT	\$ 2,062.20	21%	\$ 2,495.26
MATERIAL/OTHER	\$ 1,828.71	21%	\$ 2,212.74
Today's TOTAL:			\$ 6,658.12

Submitted:

Received:

Bill James 3/28/13
Contractor Authorized Signature and DATE

Bill James
Printed Name

Owner Authorized Signature and DATE

Printed Name

By my signature above, I certify under penalty of perjury that the information above is true and correct to the best of my knowledge.



Local Service, Nationwide
P.O. Box 1419
Thomasville, Ga 31799-1419

INVOICE

Branch Address:
HDSW - PUYALLUP WA
Branch - 302
602 Valley Ave NE
Puyallup WA 98372
253/840-5505

INVOICE#	6338571
INVOICE DATE	3/12/13
ACCOUNT #	113748
SALESPERSON	JOHNNY SPENCER
BRANCH#	302
Total Amount Due	808.18

RECEIVED

MAR 18 2013

ACCOUNTS PAYABLE

Remit To:

HD SUPPLY WATERWORKS, LTD.
FILE #56214
LOS ANGELES, CA 90074 6214

MIDMOUNTAIN CONTRACTORS INC
ACCOUNTS PAYABLE
PO BOX 2909
KIRKLAND WA 98083 2909

000/0000
00000

Shipped to:
N. HARBORVIEW & AUSTIN WAY
Dan Browning 206-354-2245
GIG HARBOR, WA

CUSTOMER JOB- 122214 DONKEY CRK REST

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
3/11/13	3/11/13	210235	DONKEY CRK REST	122214		O/T ERIC SKAGGS	6338571

Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
21T08S112T	8 MJ L/P SLEEVE USA CP DI C153	1	1		121.66000	EA	121.66
21IAM08MPL	8 MJ PVC LUGGED RESTR PACK (I)	1	1		60.00000	EA	60.00
21IAM12MPL	12 MJ PVC LUGGED RESTR PACK(I) ALL DOMESTIC	1	1		110.00000	EA	110.00
90PD401RK	PROTECTO 401 REPAIR KIT	2	2		226.60000	EA	453.20
ABOVE MATERIALS WERE DELV'D BY ERIC SKAGGS W/HDS WW ON 03/11/2013=PER THE REQUEST OF BILL AT M.M.C.							
122214 006250 M							

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted.
To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

Terms	Subtotal
NET 30	744.86

Freight	Delivery	Handling	Restock	Misc	Tax	INVOICE TOTAL
					63.32	808.18

HDSW - PUYALLUP WA
Branch - 302
602 Valley Ave NE
Puyallup WA 98372

INVOICE: 6338571



P.O. BOX 39009
LAKEWOOD, WA 98496-3009

BUS. OFF. (253) 474-0725
DISPATCH (253) 474-8481

RECEIVED

MAR 25 2013

MIDMOUNTAIN CONTRACTOR

INVOICE

MIDMOUNTAIN CONTRACTORS, INC.
P.O. BOX 2909
KIRKLAND WA 98083-2909

INV DATE	INV NO	CRM NO	PAG
18-Mar-13	228411		
CUS NO	PROJ NO	CRD NO	
690	690001	2611	

DELIVERY ADDRESS	LOT/BLK	ZONE NO	P.O. NUMBER	CUS JOB NO
4151 HARBORVIEW DR NW	210308		122714	DONKEY CREEK RE

DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION	UNIT PRG	TX	EXT PRG
03/18	32.53	tn	W03XT	PEA GRAVEL - 2	13.95 Y		453.79
03/18	1.00	/1	FECA	FUEL CHARGE - AGGREGATE DELIV	20.00 Y		20.00
03/18	32.53	tn	ENERG1T	AGG ENVIRO COMPLIANCE CHRG	.75 Y		24.40

Ticket number(s) included on this invoice are shipped from plant 26 :
✓ 2572696

122214 900004-m

Discount of \$ 9.96 if paid by Terms

TOTAL PRE TAX 498.15
STATE SALES TAX 32.36
LOCAL SALES TAX 9.96

TERMS	QUANTITIES	PAY THIS AMOUNT
2% 10th Net 30	0.00 32.53 tn	540.53

TERMS: DUE TO INCREASES IN THE COST OF MONEY, DELINQUENT BALANCES ARE SUBJECT TO FINANCE CHARGES AT 1 1/2% OF THE UNPAID BALANCE, PER MONTH, ALL INVOICES DUE AND PAYABLE.

TAX INCLUDED IF ANY

*USED for Telephon
Duct @ Sewer Inter tie*

WOLFE COMPANY, INC.
210 PARKWAY DRIVE
TOWSON, MD 21286

TIME # : 2000000000000000
TIME : 12:00 DATE : 12-22-02

CUST # : 900
SYSTEM: WASHINGTON CONTRACTORS, INC.

P.O. # : 12714
LOCATION: 5101 WASHINGTON DR NW
DUNWOODY, GA 30346
ONE WASHINGTON
STATION

CLASS : 1 ACC. TIME: 12:00
PROPERTY : 12714
EQUIP : 12714
TYPE : 12714
NO. 12714

DATE : 12/22/02
TIME : 12:00
NET TIME : 12:00

LEFT SIGN: 1109

LEFT SIGN: 1109

OPERATOR: JIM LEE

American Pride Corporation

DBA Fortner Trucking
 Contractor #AMERIPC926BN
 apcdbafortnertrucking@yahoo.com

PO Box 1226 Kent Washington 98035
 253-852-1212 Dispatch
 253-850-1212 Office
 253-859-4870 Fax

Date: 3-13-13 S M T Th F S MP 20967

Truck No.: D-6 Truck Changes: _____

Truck Type: T&T Solid Transfer Driver Charge: _____

Truck Rate: _____ Sub Total: _____

Truck Hours: 5.75 Add. Charges: _____

Driver Hours: _____ Total Charges: _____

Customer: _____ Billing Address: # 12214

Customer: Mid MTN

Job Location: 4101 HARBOR VIEW DR. Job Number: _____

Start: 07:15 AM/PM Stop: 1300 AM/PM Lunch: - Downtime: - Reason: PO 112580

Material	From	To	Spread	Stock Pile	Ticket No.	Ton/Yard	Load Time	Dump Time
<u>DIRT</u>	<u>JOB Dig</u>	<u>STOCKPILE</u>	<u>LOADS</u>				<u>0715</u>	
			<u>THS</u>					
<u>DIRT</u>	<u>STOCKPILE</u>	<u>DITCH BACKFILL</u>	<u> </u>					

Remarks: _____

Drivers Signature: [Signature] Auth. Co. Prop. Signature: [Signature]

Signature of this truck invoice will be considered your notice of our intent to lien this project, if necessary. Interest at 1.5% per month will be charged on all past due accounts. Changes due by the tenth of the month following date of this billing.

DAILY FORCE ACCOUNT REPORT

Project: (CPP 0914) Donkey Creek Restoration and Transportation Improvements Project

Date of Work: 3/14/2013

Contractor: MidMountain Contractor, Inc.

Reference (RFI, FO, CO, etc.):

Description of Work: Conflicts with Century Link Duct Bank at Sewer Intertie

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1	MH109 JD 135C Excavator	10	\$ 61.98	\$ 619.80
1	MP144 Flatbed Pickup	10	\$ 50.80	\$ 508.00
1	R938 Loader	10	\$ 61.67	\$ 616.70
3	United Rentals - 8x8 Trench Box	8	\$ 21.38	\$ 513.00
1	United Rentals - 6x8 Trench Box	8	\$ 20.50	\$ 164.00
2	8x15 Road Plate	8	\$ 5.88	\$ 94.00
1	Light Plant	8	\$ 9.53	\$ 76.24
1	MN 68 TCS Pickup	2	\$ 32.96	\$ 65.92
				\$ -

No.	Labor Description	Hours	Rate/Hour	Amount
1	Foreman Operator	16	\$ 62.14	\$ 994.24
1	Operator	16	\$ 58.71	\$ 939.36
1	Pipe Layer	16	\$ 47.85	\$ 765.60
2	Gen. Laborer Flagger/Spotter	16	46.98	\$ 1,503.36
1	Traffic Control Super	16	\$ 42.62	\$ 681.92
				\$ -
				\$ -
				\$ -
				\$ -

Material or Other Description	Unit	Unit Cost	Amount
American Pride Trucking - Solo	10	\$ 120.00	\$ 1,200.00
			\$ -
			\$ -
			\$ -

Description	Amount	Markup	Total
LABOR	\$ 4,884.48	29%	\$ 6,300.98
EQUIPMENT	\$ 3,785.76	21%	\$ 4,580.77
MATERIAL/OTHER	\$ 1,200.00	21%	\$ 1,452.00
Today's TOTAL:			\$ 12,333.75

Submitted:

Received:

Bill James 3/28/13
Contractor Authorized Signature and DATE

Bill James
Printed Name

Owner Authorized Signature and DATE

Printed Name

By my signature above, I certify under penalty of perjury that the information above is true and correct to the best of my knowledge.

American Pride Corporation

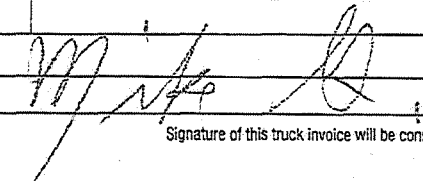
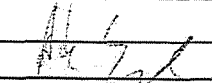
DBA Fortner Trucking
 Contractor #AMERIPC926BN
 apcdbafortnertrucking@yahoo.com

PO Box 1226 Kent Washington 98035
 253-852-1212 Dispatch
 253-850-1212 Office
 253-859-4870 Fax

Date: **3-14-13** S M T W **(Th)** F S **NO** 20974
 Truck No.: **7-6** Truck Changes:
 Truck Type: **(Solo)** Transfer Driver Charge:
 Truck Rate: **Solo** Sub Total:
 Truck Hours: Add. Charges:
 Driver Hours: **15.0** Total Charges:

Customer: **Mid MTN** Billing Address: **#**
 Job Location: **4101 Harborview Dr, Gig Harbor** Job Number: **12214**
 Start: **05:00** AM PM Stop: **2000** AM PM Lunch: - Downtime - Reason: - **PO 112580**

Material	From	To	Spread/ Lands	Stock Pile	Ticket No.	Ton/Yard	Load Time	Dump Time
DIRT	JOB Dig	STOCKPILE	W/ TILL				0500	
CONCRETE	JOB Dig	STOCKPILE						
DIRT	JOB Dig STOCKPILE	DITCH BACKFILL	W/ TILL					
GRAVEL	STOCKPILE	BACKFILL						2000

Remarks:
 Drivers Signature:  Auth. Co. Prop. Signature: 

Signature of this truck invoice will be considered your notice of our intent to lien this project, if necessary. Interest at 1.5% per month will be charged on all past due accounts. Changes due by the tenth of the month following date of this billing.





03/14/2013 12:41



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

Subject: Lift Station 4 Replacement geotechnical assistance – Consultant Services Contract with HWA GeoSciences, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with HWA GeoSciences, Inc. in an amount not exceed \$10,294.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: April 22, 2013

Exhibits: Consultant Services Contract
Scope and Fee

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

CH 4/18/13
R 4/17/13
OK via email 4/18
4/18/13
4/17/13
4/18/2013

Expenditure Required	\$10,294.00	Amount Budgeted	\$ 2,510,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

At the request of Council, additional geotechnical borings will be conducted at the site across the street from Jerisich Dock. The contract provides for a preliminary and summary memorandum summarizing the results of the geotechnical borings. The borings work itself will be contracted out to Washington State Department of Transportation (WSDOT), through the use of the City/WSDOT interlocal agreement.

FISCAL CONSIDERATIONS

Sufficient funds exist within the project sewer capital fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Consultant Services Contract with HWA GeoSciences, Inc. in an amount not exceed \$10,294.00 for Lift Station 4 Replacement geotechnical assistance.

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
HWA GeoSciences, Inc.

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

RECITALS

WHEREAS, the City is presently engaged in geotechnical engineering at Lift Station 4 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 Ten Thousand Two Hundred Ninety Four Dollars and No Cents (\$10,294.00) 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 A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 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 1, 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,
{ASB983048.DOC;100008.900000\}

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 by an 'A' rated

company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Engineer or Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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 Public Works Director 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

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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:
HWA GeoSciences, Inc.
ATTN: JoLyn Gillie, PE
21312 30th Drive SE Ste. 110
Bothell, WA 98021
(425) 774-0106

City of Gig Harbor
ATTN: Steve Misiurak
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 C** 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



HWA GEOSCIENCES INC.

Geotechnical & Pavement Engineering • Hydrogeology • Geoenvironmental • Inspection & Testing

April 17, 2013
HWA Project No. 2011-077-21 Task 300

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Attention: Stephen Misiurak, P.E.

Subject: **SCOPE OF GEOTECHNICAL ENGINEERING SERVICES**
Alternative Site at Along Rosedale Street
Lift Station #4
Gig Harbor, Washington

Dear Stephen:

As requested, HWA GeoSciences Inc. (HWA) prepared this proposed scope for providing geotechnical engineering services for preliminary consideration of the alternative site for Lift Station No. 4 along Rosedale Street. We appreciate and thank you for the opportunity to provide services to City of Gig Harbor on this project.

Project Understanding

We understand the City of Gig Harbor would like to construct a new wet well located west of the Skansie Brother's Park along Rosedale Street. At this time, the City would like HWA to perform a preliminary geotechnical evaluation of the general area to determine the suitability of wet well construction. We understand that the City and WSDOT have selected boring locations within the City right-of-way that will be used for this evaluation.

Scope of Work:

1. Review existing geologic and geotechnical data for the site and the surrounding area.
2. Monitor drilling of two 40-foot borings near the proposed lift station location. Our observations from the drilling will be presented in our geotechnical memorandum. This scope does not include hiring a drilling subcontractor, which will be subcontracted by the City of Gig Harbor.
3. Conduct laboratory testing to evaluate relevant physical properties of the site soils.
4. Perform engineering analyses and evaluate data derived from the subsurface investigation and laboratory-testing program to develop preliminary geotechnical recommendations. This could include, but is not limited to:
 - Evaluating the preferred wet-well construction techniques for discussion in our geotechnical report.

21312 30th Drive SE
Suite 110
Bothell, WA 98021.7010

Tel: 425.774.0106

Fax: 425.774.2714

www.hwageo.com

April 17, 2013
HWA Project No. 2012-077-21 Task 300

- Evaluating construction dewatering and potential effects such as settlement of surrounding structures.
 - Consideration of methods for pipe installation and associated temporary shoring.
5. Prepare a draft geotechnical engineering memorandum containing the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a conceptual site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide our preliminary geotechnical recommendations for geotechnical aspects of the project.
 6. Prepare a final geotechnical engineering memorandum.
 7. Attend one design meeting in Gig Harbor.
 8. Provide project management of the geotechnical tasks and correspond with you, in the form of telephone calls, and email correspondence, as necessary.

Assumptions:

1. Relevant geologic and geotechnical information to be reviewed will be obtained from our library, geologic maps, and online databases.
2. Site reconnaissance to be 2 hours in duration.
3. Drilling will be performed by WSDOT, contracted directly by the City. The exploratory borings will be conducted under the full-time observation of an HWA geotechnical engineer, hydrogeologist, or geologist. HWA will be provided with soil samples during drilling, which will be transported to our laboratory in Bothell, Washington for storage and testing.
4. Field and laboratory tests will be performed in general accordance with appropriate American Society for Testing Materials (ASTM) standards and will include Standard Penetration Tests (SPTs), natural moisture content determinations, grain size analysis, and Atterberg limit tests, as appropriate.
5. Evaluation of the potential presence and/or concentrations of contaminated and/or hazardous materials is not included.

Deliverables:

We will deliver an electronic copy of our draft geotechnical memo to the City for review. Upon completion of our final memo, 3 copies of our report will be submitted to the City. Additional reports including electronic format can be submitted upon request.

April 17, 2013
HWA Project No. 2012-077-21 Task 300

Cost Estimate

Based on our understanding of the project and our current knowledge of site conditions, we propose to provide the above services on a time and expense basis using the rates indicated on the attached spreadsheet. We are proposing to perform this work for an estimated cost not to exceed \$10,300. However, if during the evaluation unexpected conditions are revealed, or you request analyses and evaluations which require a level of effort beyond this work scope and budget, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate.



We appreciate the opportunity to provide this proposal for geotechnical engineering services. If you have any questions regarding this proposal, or require additional services, please contact the undersigned at your convenience.

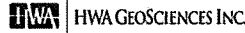
Sincerely,

HWA GEOSCIENCES INC.

A handwritten signature in cursive script that reads "JoLyn Gillie".

JoLyn Gillie, P.E.
Geotechnical Engineer

Project Cost Estimate
Gig Harbor Lift Station #4 - Alternate Site Along Rosedale Street
Gig Harbor, WA



HWA Ref: 2011-077
Task: 300
Date: 17-Apr-13
Prepared By: JLG

Geotechnical Engineering Efforts for the proposed site located west of the Skansie Brother's Park along Rosedale Street:

- Monitor drilling of two approximately 40-foot deep borings at the new site.
- Develop boring logs and assign laboratory testing on the samples obtained from the drilling.
- Develop preliminary geotechnical recommendations related to proposed Lift Station design.
- Prepare draft and final geotechnical memoranda presenting our conclusions and recommendations.
- Attend one design meeting to discuss our findings and recommendations.
- Provide project management over the course of the project (about 10% of total labor cost).

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2013 HOURLY BILLING RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal \$180.00	Sr. Engr. \$155.00	Proj Engr \$130.00	Geologist \$118.00	CAD \$75.00	Admin. \$71.00		
1. Review Existing Geotechnical and Geologic Data for Site			2	2			4	\$496
2. Monitoring Geotechnical Drilling				18			18	\$2,124
3. Boring Logs, Assign Lab Tests, Review Lab Data			2	4			6	\$732
6. Perform Preliminary Geotechnical Analyses			10				10	\$1,300
7. Draft Geotechnical Memo	2	2	6	2	2		14	\$1,836
8. Final Geotechnical Memo		2	4		1	1	8	\$976
9. Design Meeting			4				4	\$520
10. Project Management			8				8	\$1,040
TOTAL LABOR:	2	4	36	26	3	1	72	\$9,024

SOIL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content	0	\$18	\$0
Grain Size Distribution (Wet Sieve)	4	\$90	\$360
Atterberg Limits (plasticity index)	2	\$140	\$280
Grain Size Distribution (Wet Sieve+Hydrometer)	2	\$220	\$440
LABORATORY TOTAL:			\$1,080

HWA DIRECT EXPENSES:

Mileage at \$0.565/mile	\$100
Miscellaneous Field Supplies	\$90
HWA Lab Testing (detail to left)	\$1,080
	\$1,270

PROJECT TOTALS:

HWA Labor	\$9,024
HWA Direct Expenses	\$1,270
	\$10,294

CONDITIONS

1. Access permission will be obtained and/or granted by the City of Gig Harbor with no permit cost to the consultant.
2. Geotechnical evaluation includes physical soil properties only; it does not include evaluation of potentially contaminated soil, ground water, or the identification of wetland areas, or their potential project impacts or inter-relationships.
3. The project manager has the discretion to transfer labor and budget dollars between tasks to satisfy project objectives.
5. HWA principal engineer rate has been capped at \$180 for this project.
6. All travel time must be computed from Tacoma City Center to Gig Harbor City Center.
7. This scope of work does not provide a drilling subcontractor, which will be hired by the City of Gig Harbor.



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – 928
Findings and conclusions related to comprehensive plan amendment: PL-COMP-13-0001

Proposed Council Action:
Adopt resolution with findings and conclusions related to PL-COMP-13-0001, which will not be processed during the 2013 comprehensive plan amendment cycle.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel LS
Senior Planner

For Agenda of: April 22, 2013

Exhibits: Resolution

Initial & Date

Concurred by Mayor: CLH 4/15/13
Approved by City Administrator: R-4/15/13
Approved as to form by City Atty: via email 4/12/13
Approved by Finance Director: N/A
Approved by Department Head: JK 4/15/13

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

City Council held a public hearing on March 25th, 2013 related to the annual comprehensive plan docket cycle. On April 8th, Council deliberated on the two applications and passed a motion to forward PL-COMP-13-0002 to the Planning Commission for consideration in the annual process.

Private application PL-COMP-13-0001 was not recommended for consideration. Therefore, the City Council, per GHMC 19.09.140 shall pass a resolution adopting findings and conclusions on applications that will not be further processed in the annual review cycle.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to:

Adopt Resolution No. 928, with findings and conclusions related to PL-COMP-13-0001 which will not be processed during the 2013 comprehensive plan amendment cycle.

RESOLUTION NO. 928

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROPOSED COMPREHENSIVE PLAN AMENDMENTS; ADOPTING FINDINGS AND CONCLUSIONS ON ONE COMPREHENSIVE PLAN AMENDMENT APPLICATION (PL-COMP-13-0001) THAT WILL NOT BE PROCESSED IN THE 2013 COMPREHENSIVE PLAN ANNUAL CYCLE.

WHEREAS, except under limited circumstances not applicable here, the Growth Management Act prevents the processing of comprehensive plan amendments more than once a year; and

WHEREAS, the City of Gig Harbor has adopted regulations for the processing of comprehensive plan amendments in chapter 19.09 GHMC; and

WHEREAS, under GHMC 19.09.050, all comprehensive plan amendments are considered legislative processes and are not subject to deadlines for issuance of a final decision; and

WHEREAS, under GHMC 19.09.130 the City Council evaluates the submitted comprehensive plan amendment applications and determines which applications will be processed further during the annual cycle; and

WHEREAS, should the City Council determine not to process an application further during the annual cycle, GHMC 19.09.140 requires the City Council to adopt findings and conclusions on the applications that will not be processed by way of resolution; and.

WHEREAS, on March 25, 2013, the City Council held a public hearing on the 2013 comprehensive plan amendment docket; and

WHEREAS, on April 8, 2013, the City Council evaluated the comprehensive plan amendment applications submitted for the 2013 annual cycle; Now, Therefore,

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

Section 1. The City Planning Department received a comprehensive plan amendment application (PL-COMP-13-0001) for 11102 Burnham Dr. NW on October 29, 2012. A statement of incomplete application was provided to the applicant on November 5, 2012. Additional required information was submitted to

the City on November 30, 2012. A Determination of Complete Application was issued and mailed to the applicant on December 12, 2012. The application requests that the land use designation for the subject property be changed from residential medium (RM) to a designation of Commercial/Business (CB) to allow the possibility that certain retail uses might be located on the property that are now currently excluded within the Residential Medium RB-2 Zone. A Notice of Public Hearing was mailed to neighboring property owners on March 13th, 2013 informing them of the City Council public hearing held on March 25th, 2013.

Section 2. City Council must consider the criteria in GHMC 19.09.130 in regards to proposed comprehensive plan amendments, as follows:

19.09.130 Considerations for decision to initiate processing.

Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments; and

C. For amendments that have been considered within the last three years, whether there has been a change in circumstances that makes reconsideration of the proposed amendment now appropriate. (Ord. 1177 § 1, 2009; Ord. 1075 § 1, 2007).

In addition to the above criteria, GHMC 19.09.140 requires the City Council to pass a resolution adopting findings and conclusions on applications that will not be further processed in the annual review cycle.

Section 3. Findings. After consideration of the materials in the file associated with PL-COMP-13-0001, the City's Comprehensive Plan, historical land use designations, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, City Council hereby makes the following findings:

- A. The properties located to the north of the subject parcel were annexed to the City on March 23, 2009. After annexation, the City processed a comprehensive plan amendment (COMP 09-0004) to change the land use designation from Employment Center (EC) to Commercial/Business (CB) to retain the commercial designation which was deemed compatible with the surrounding area and physically suitable for the property in 2002 through Pierce County's Gig Harbor Peninsula Community planning process, and consistent with the existing use of the properties.
- B. When the City Council approved COMP 09-0004 changing its land use designation from EC to CB, the City Council found that the amendment would not create a demand for land use designation changes in the surrounding area. See Ordinance No. 1181, Section 1.E.3(g).
- C. No other evidence was presented to show a change in circumstances in the area.
- D. No evidence was presented to show the assumptions upon which the comprehensive plan is based are no longer valid.

Section 4. Conclusions: The City Council hereby makes the following conclusions:

- A. The legislative act of annexation of property to the north is not a substantial change in the area since adoption of the comprehensive plan that would cause the need for reconsideration of the land use designation.
- B. The change in land use designation of the property to the north is not a substantial change in the area since adoption of the comprehensive plan that would cause the need for reconsideration of the land use designation; because the change restored the land use designation that applied to the property immediately prior to the annexation, which designation was consistent with the existing use of the property.
- C. Assumptions upon which the comprehensive plan is based are still valid. No new information is available for the proposed area.
- D. Because the proposed amendment contained in application PL-COMP-13-0001 does not meet the criteria outlined in GHMC

19.09.130, PL-COMP-13-0001 shall be removed from the docket and will not be further processed in the 2013 Comprehensive Plan amendment cycle.

RESOLVED by the City Council this 22nd day of April, 2013.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
Office of the City Attorney:

BY: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 928



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

Subject: Well No. 5 Motor Replacement and Installation Project – Small Public Works Contract Award

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute a Small Public Works Contract with Pumptech, Inc, in an amount not exceed \$ 36,754.96 for the award of the Well No. 5 Motor Replacement and Installation Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders.

Prepared by: Jeff Langhelm, PE *JL*

For Agenda of: April 22, 2013

Exhibits: Small Public Works Contract

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLH 4/18/13
[Signature] 4/18/13
VIA EMAIL 4/17/13
[Signature] 4.18.13
[Signature] 4/18/13

Expenditure Required	\$ 38,754.96	Amount Budgeted	\$0	Appropriation Required	See Fiscal Consideration
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INFORMATION/BACKGROUND

In February 2013 the City became aware of an electrical fault in the motor and/or wiring for Well No. 5. Well No. 5 is located adjacent to Well No. 6 near Skansie Avenue and has a motor and pump assembly approximately 450 feet below ground surface. The City Council approved a small works contract on March 11 to remove and analyze the motor for Well No. 5. The result of analysis showed the motor to be defective and in need of replacement.

This proposed small public works contract provides for video inspection of the well, purchase of a rebuilt motor, installation of the motor and pump assembly, and a maintenance bond for a two year warranty period.

BID RESULTS

This project was bid using the City's Small Public Works bidding process. The initial estimate of work was \$30,000. A total of two (2) bid proposals were received by the City on April 17, 2013. Bid results from each bidder are summarized below.

No.	Bidder	Bid Amount
1	Pumptech, Inc.	\$ 36,754.96
2	Rognlin's, Inc.	\$ 64,557.50

FISCAL CONSIDERATION

The 2013 Water Division Operations Fund has no direct funds allocated for emergencies such as this. However, sufficient funds are available in reserve to fund this contract work. A summary of the anticipated work are summarized below.

Anticipated 2013 Work	Amount
Pumptech Small Public Works Contract for Motor Removal/Analysis	\$ (4,112.15)
Pumptech Small Public Works Contract for Motor Replacement/Installation	\$ (36,754.96)
Change Order Authority	\$ (2,000.00)

BOARD OR COMMITTEE RECOMMENDATION

This topic has not been previously presented to any board or committee due to its urgent nature.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Small Public Works Contract with Pumptech, Inc, in an amount not exceed \$ 36,754.96 for the award of the Well No. 5 Motor Replacement and Installation Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders.

CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT

WELL No. 5 MOTOR REPLACEMENT AND INSTALLATION PROJECT (CWP-1320)

THIS CONTRACT is made and entered into this _____ day of _____, 2013, by and between the City of Gig Harbor, Washington (the "City"), and Pumptech, Inc., _____, a Washington Corporation (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 Invitation to Bidders attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Contract Execution, Performance and Completion.

This Contract shall be executed by the Contractor and all necessary insurance information required by this Contract shall be provided to the City within five (5) working days of the Contract Award date from the City.

The Contractor shall provide to the City all necessary prevailing wage information required by this Contract within five (5) working days of the Notice to Proceed date from the City.

The video inspection work to be performed under this Contract shall be completed within twenty (20) working days of the Notice to Proceed date from the City.

All work performed under this Contract shall be completed within fifty (50) working days of the Contractor receiving the Notice to Proceed from the City.

A "working day" is defined for convenience as any day, unless it is a nonworking day or an ENGINEER determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas day. When any of these holidays fall on a Sunday, the following Monday shall be a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be a nonworking day.

3. Payments.

The Contractor agrees to perform all work called for in Exhibit A at the rate set forth in the Bid Proposal attached hereto as Exhibit B. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total

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compensation shall not exceed Thirty-Six Thousand Seven Hundred Fifty-Four Dollars and Ninety-Six Cents (\$ 36,754.96) including 8.5% Washington State Sales Tax.

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):

_____ 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 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

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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.

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-

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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

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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 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

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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 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: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

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EXHIBIT A - INVITATION TO BIDDERS

WELL No. 5 MOTOR REPLACEMENT AND INSTALLATION PROJECT (CWP-1320)

The City of Gig Harbor's Well No. 5 is a water supply production well that uses a soft starter to operate the submersible motor in the well. This soft starter was tripping the main breaker in the electrical control panel. The City removed the motor and pump assembly from the well and verified the resistance within the motor to be less than 1 megohms.

The City of Gig Harbor requests bid proposals in accordance with the City's Small Works Roster Process (Resolution No. 797) for the Well No. 5 Motor Replacement and Installation Project (CWP-1320). The work to be completed under the contract generally includes the video inspection of the well, the purchase of a well motor, and the installation of the motor and pump assembly. The well motor shall be a remanufactured Byron Jackson submersible motor compatible with the existing pump (see below) and consisting of the following specifications:

1. 10" diameter
2. 100 horsepower
3. Type M (Oil Filled with Double Mechanical Seal)
4. 4 pole 460 volt compatible with existing Allen Bradley soft start/soft stop controller
5. Up-thrust and down-thrust protection
6. Warranty in accordance with the City's Small Public Works Contract

The motor and pump assembly consists of the following existing components:

1. Approximately 440 feet of 6 inch black steel pipe dismantled at threaded couplers every 40 feet located adjacent to the well house
2. Byron Jackson 10MQL 16 Stage Pump
3. Two check-valve assemblies
4. 4/0 AWG flat cable affixed to the steel pipe at 10 foot intervals with stainless steel bands
5. Pressure transducer and cable housed in 10 foot sections of threaded PVC pipe
6. Miscellaneous appurtenances

Telephone inquiries regarding the Project may be directed to Jeff Langhelm, P.E., at the City of Gig Harbor at (253) 853-7630 or LanghelmJ@cityofgigharbor.net.

The Contract Documents shall consist of the City's Small Works Contract (Contract), this Invitation to Bidders (Exhibit A of the Contract), the Bid Proposal (Exhibit B of the Contract), and the attached Site Layout and Site Photographs. All work shall be consistent with the City of Gig Harbor Public Works Standards.

Bid proposals will be received by Nancy Nayer at the City of Gig Harbor only by means of email (NayerN@cityofgigharbor.net) or delivered to the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington, 98335, **no later than 4:00 p.m., Wednesday, April 17, 2013**. Bid proposals received after the time fixed for opening will not be considered. Email "sent" times and postmarks will not be accepted.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

*** END OF EXHIBIT A ***

EXHIBIT B - BID PROPOSAL

WELL No. 5 MOTOR REPLACEMENT AND INSTALLATION PROJECT (CWP-1320)

A. Acknowledgement

The undersigned bidder declares that he has read the Contract Documents, understands the conditions of the City's , has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Further, the bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit prices(s) indicated for the Work as set forth in the Contract Documents.

The work under this Contract shall be fully completed within the times specified in the Contract Documents.

NOTE: Any bid proposal with an incomplete bid item shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Video Inspection of Well	1	L.S.	\$ 1,750.00	\$ 1,750.00
2	Well Motor	1	L.S.	\$ 29,195.54	\$ 29,195.54
3	Pump and Motor Assembly Installation	1	L.S.	\$ 2,930.00	\$ 2,930.00
SUB-TOTAL					\$ 33,875.54
SALES TAX @ 8.5 %					\$ 2,879.21
BID TOTAL					\$ 36,754.96

C. PROPOSAL SIGNATURE:

Bidder Signature:  _____

Printed Bidder Name: Doug W. Davidson

Company Name: Pumptech. Inc.

Address: 12020 SE 32nd Street

Suite 2

Bellevue, WA 98005

Phone: 425-644-8501

Fax: 425-562-9213

Email: pumptech@pumptechnw.com

D. Measurement and Payment

1. "Video Inspection of Well" This lump sum item includes all compensation for completion of a color video inspection of the full casing and screen assembly that provides an audio description of the inspection and includes copies of a recording of the inspection on two digital video discs (DVD).
2. "Well Motor" This lump sum item includes all compensation to receive the City's existing failing motor for credit as a core, purchase a remanufactured Byron Jackson submersible motor as described in the Invitation to Bidders, and all related ship costs to/from the project site.
3. "Motor and Pump Assembly Installation" This lump sum item includes all compensation to assemble, clean, disinfect, and install the motor and pump assembly, dismantle and reassemble the well house and related facilities, and perform a test pumping of the motor and pump assembly after installation until a passing bacteriological sample is achieved.

*** END OF EXHIBIT B ***