

City Council Meeting

**September 28, 2015
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL
September 28, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes of September 14, 2015.
2. Liquor License Action: a) Special Occasion – St. Nicholas Catholic School.
3. Receive and File: a) Boards and Candidate Review Committee Minutes – Sept. 21, 2015.
4. Appointment to Parks Commission.
5. Second Reading of Ordinance No. 1324 – Budget Amendment for Staffing.
6. Purchase Authorization for Street Lights.
7. Web Based Recruitment Services Contract.
8. Heron's Key Project Facilitation Services – Second Amendment to Consultant Services Contract - Stalzer & Associates.
9. Maritime Pier Groundwater Monitoring – Contract Amendment No. 1 / Robinson Noble.
10. Twalwelkax Trail Habitat Management Plan Professional Services Contract.
11. East Tank Retrofit & Repainting Project Professional Services Contract – Custom Coatings Consultant LLC.
12. Approval of Payment of Bills: Checks #79339 through #79435 in the amount of \$464,924.15.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Maritime Pier Art Proposal.
2. Public Hearing and First Reading of Ordinance – Budget Amendment for Building Staffing.

CITY ADMINISTRATOR / STAFF REPORT:

1. Grandview Forest Park Tree Removal Update.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Legislative Reception: Mon. Oct 12th at 5:00 p.m.
2. Public Works Committee: Mon. Oct 12th at 4:00 p.m.

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

ADJOURN TO WORKSTUDY SESSION:

Impacts of Growth – Jennifer Kester.














MINUTES
GIG HARBOR CITY COUNCIL
September 14, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

[Mayor - Jill Guernsey: Present](#)
[Council Member - Steven Ekberg: Present](#)
[Council Member - Tim Payne: Present](#)
[Council Member - Casey Arbenz: Present](#)
[Council Member - Rahna Lovrovich: Present](#)
[Council Member - Michael Perrow: Present](#)
[Council Member - Paul Kadzik: Present](#)
[Council Member - Ken Malich: Present](#)

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes of August 10, 2015. 
2. Correspondence / Proclamations: a) Prostate Cancer Awareness Month;  b) Constitution Week;  c) Assisted Living Week. 
3. Liquor License Action: a) Renewals: Gourmet Burger Shop, Shell Food Market / Mini Mart; Tokyo Teriyaki, Hot Iron, Moctezuma's, Java & Clay Café, and Blue Agave Mexican Restaurant;  b) Renewals: Harvester, Harbor General Store, Fred Meyer, Quality Food Center, Haggen, Bella Kitchen Essentials. 
4. Receive and File: a) Downtown Waterfront Alliance Report;  b) Gig Harbor Canoe & Kayak Racing Team Report. 
5. Resolution No. 1007 – Surplus Equipment – I.T. 
6. Harbor Hill Street Naming. 
7. Commute Trip Reduction Memorandum of Agreement – Pierce County. 
8. Parks, Recreation and Open Space Plan (PROS) Update – Consultant Services Contract / Municipal Solutions. 
9. Well #11 Contract Amendment #2 – Carollo Engineers. 
10. Amendment to Conservation Easement Agreement – Gig Harbor Peninsula Historical Society. 
11. Approval of Payroll for the month of August: Checks #7559 through #7574 and direct deposits in the amount of \$370,000.75.
12. Approval of Payment of Bills for August 24th: Checks #79091 through #79187 in the amount of \$580,345.90.
13. Approval of Payment of Bills for Sept 14th: Checks #79188 through #79338 in the amount of \$890,249.03.

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

PRESENTATIONS:

1. [Anikka Abbott – Miss Washington Sweetheart.](#) Mayor Guernsey introduced Ms. Abbott and shared an overview of her accomplishments. [Ms. Abbott](#) shared information about the Miss Washington Sweetheart competition.
2. [Prostate Cancer Awareness Proclamation - Bob Freeborn.](#) Mayor Guernsey asked Mr. Freeborn to come forward and accept the signed proclamation and share information.
3. [Constitution Week Proclamation.](#) Melinda Joyner shared the background information on this effort to recognize the anniversary of the signing of the Constitution.
4. [Infrastructure Inventory Program.](#) Public Works Director Jeff Langhelm introduced the Cartegraph Program and how the Public Works Department is utilizing each module. He explained that Brandon Crosswhite and Jesse Savage, Maintenance Workers, had been asked to present information on how they are using the traffic sign

module at the upcoming Road and Streets meeting in Yakima.

[Brandon Crosswhite described](#) the traffic sign module and used a PowerPoint presentation to illustrate how it is being used. Both he and Mr. Langhelm answered questions.



[Mayor Guernsey announced](#) an amendment to the agenda to allow the presentation of the Wastewater Treatment Plant Award at this point in the meeting.

5. [Waste Water Treatment Plant Department of Ecology Award – Ron Williams.](#) City Administrator explained that our WWTP Department is a nine-time winner of the outstanding performance award.

[Darrel Winans voiced appreciation](#) for the level of support he receives from the Mayor, Council, and other staff members. He recognized his staff members, both those who were unable to attend and those in the audience: Chuck Roy, Nancy Nayer, Ty Davis, and Jon Osga.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. [Public Hearing and First Reading of Ordinance – Budget Amendments for Staffing.](#)   Public Works Director Jeff Langhelm introduced this budget amendment to address growth and new requirements at the Wastewater Treatment Plant.

[Mayor Guernsey opened the public](#) hearing at 6:10 p.m. No one came forward to speak and the hearing closed. Council concurred that this could return for second reading on the Consent Agenda.

2. [Agreement for Reimbursement of Costs](#) for LED Street Lighting Upgrade – Estates at Gig Harbor Phase 2.   Senior Engineer Emily Appleton introduced this agreement to upgrade the lighting at the Estates at Gig Harbor project.

MOTION: Move to authorize the Mayor to execute an Agreement with Estates II, LLC to reimburse the actual costs associated with upgrades to the street lighting along future public roads located within Estates at Gig Harbor Phase 2 Plat for an amount not-to-exceed \$1,375.
Ekberg / Perrow – unanimously approved.

CITY ADMINISTRATOR / STAFF REPORT:

1. [Police Department Staffing.](#) Chief Kelly Busey presented the background for this request to reclassify an existing officer to the third Sergeants position.

2. [Water Usage Update.](#) Public Works Director Jeff Langhelm presented an update on repairs to Well No. 2 and current water usage. He answered questions.

3. [City Publication Proposal.](#) City Administrator Ron Williams presented an update to the attempt to find other possibilities for a city publication.

PUBLIC COMMENT:

[Jeni Woock – 3412 Lewis Street.](#) Ms. Woock voiced concern with the Harbor Element Sub-Committee meetings. She requested that these discussions be recorded and open to the public.

[Mayor Guernsey](#) asked legal counsel to respond to the question of whether the Appearance of Fairness Doctrine applies to this sub-committee of three Planning Commission members.

[City Attorney Angela Summerfield explained](#) that it does not. She said that the Appearance of Fairness Doctrine applies in situations in which you have a quasi-judicial hearing. That's where Council or some other decision maker is making findings with respect to individual parcels of property and not looking at things as a greater legislative action.

[Mayor Guernsey asked](#) the City Administrator to respond to Ms. Woock's request to record the meetings. Ron Williams explained that he contacted Ms. Woock and shared the laws that governs a sub-committee of the Planning Commission. The sub-committee is not a quorum and not conducting a hearing, nor are they taking testimony or public comment, nor are they delegated with any authority or exercising actual or defacto decision making authority, and so they are not require by OPMA to announce meetings, invite the public, or record the gathering.

[Ms. Summerfield added](#) that she concurs with this information and added that in 2014 a decision came out of the Court of Appeals. In that case it was determined that this type of arrangement is not subject to the noticing requirements of the Open Public Meetings Act.

[Ron Williams further clarified](#) that this three-person group is working on the project scope, the process, and the timeline. They are authorized by Planning Commission to do the research and background. They are gathering data to take to the Planning Commission and not making decisions. The Planning Commission will then make recommendations to the City Council.

[Jeni Woock asked to respond](#). Mayor Guernsey explained that this isn't a questions and answer session and recommended she contact staff after the meeting. Ms. Woock continued on, saying that it was explained by Lindsey and Jennifer at the Building and Planning Committee meeting that the sub-committee was to discuss cottage zoning, vertical zoning, cottage housing, and condos. What he explained is not what was in that recorded meeting. Mayor Guernsey asked her to take this up with Mr. Williams after the council meeting. Ms. Woock again asked Council to be transparent in their actions.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Councilmember Malich](#) asked why Council Committees are open to the public. Mr. Williams responded that there are several other factors involved; when a sub-committee of the Council has been charged to evaluate and make recommendations to the Council and so they have been opened up to the public. The sub-committee of the Planning Commission is not charged in the same way. Councilmember Malich then asked if the members of the sub-committee are public knowledge and if there are any other members. Mr. Williams explained that the three members were announced in the open Planning Commission meeting. They are a fact-finding group of Planning Commissioners that will probably talk to all kinds of people and do research.

[Councilmember Ekberg](#) mentioned the tour of the waterfront last month. He said it was an excellent program and highly recommended. He thanked Councilmember Lovrovich for her participation.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Sep. 21st at 4:00 p.m.
2. Boards and Commissions Candidate Review: Mon. Sep. 21st at 5:00 p.m.
3. Intergovernmental Affairs Committee: Mon. Sep. 28th at 4:00 p.m.
4. City Council: Mon. Sep. 28th at 5:00 p.m.
5. Workstudy Session - Impacts of Growth: Mon. Sep. 28th following Council Meeting.
6. Public Works Committee: Mon. Oct 12th at 4:00 p.m.
7. Legislative Reception: Mon. Oct 12th at 5:00 p.m.

EXECUTIVE SESSION: [For the purpose of discussing pending and potential litigation per RCW 42.30.110\(i\)](#). There may be action is anticipated after the session.

Mayor Guernsey announced that Council would adjourn to Executive Session at 6:43 p.m. for the purpose of discussing pending and potential litigation per RCW 42.30.110(i) for approximately fifteen minutes.

At 6:52 p.m. the City Administrator returned to the Chambers and announced that the Executive Session would be extended another five minutes.

The Mayor and Council returned to regular session at 7:04 p.m. No action was taken.

ADJOURN: Meeting adjourned at 7:04 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

September 20, 2015

SPECIAL OCCASION #: 092844

ST. NICHOLAS CATHOLIC SCHOOL
3555 EDWARDS DR
GIG HARBOR WA 98335

DATE: OCTOBER 24, 2015

TIME: 7 PM TO 10 PM

PLACE: HARBOR HISTORY MUSEUM - 4121 HARBORVIEW DR, GIG HARBOR

CONTACT: ELIZABETH CIZIN 253-851-6450

SPECIAL OCCASION LICENSES

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

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

- | | | |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

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

Minutes Board and Commissions Candidate Review

September 21, 2015- 5:00 p.m. Exec. Conference Room

Call to Order:

Councilmember Malich
Councilmember Lovrovich
Councilmember Kadzik
Staff: Shawna Wise

New Business:

1. Parks – 1 vacancy due to a resignation

New applicants:

Robyn Denson – Ms. Denson explained her previous experience on the Parks Commission and how she would like to be involved in the future. She said she had no other commitments that would conflict with attending meetings.

Ben Coronado - Mr. Coronado introduced himself and shared his education and work experience. He explained what parks areas he would like to see focused on and said he had no other commitments that would conflict with attending meetings.

After the interviews, Councilmembers discussed the applicants and the following motions were made:

MOTION: Move to appoint Robyn Denson to the Parks Commission.
Kadzik / Lovrovich – three votes yes.

Adjourned at 5:50 p.m.



Business of the City Council City of Gig Harbor, WA

Subject: Appointment to the Parks Commission.

Dept. Origin: Administration

Proposed Council Action: Move to appoint Robyn Denson to the Parks Commission.

Prepared by: Board and Candidate Review

For Agenda of: September 28, 2015

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JG 9-22-15
KW 9/22/15
 n/a
DR 9/23/15

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

Doug Pfeffer has resigned from the Parks Commission which created an immediate vacancy. We received applications from Jerry Hughs, Ben Coronado and Robyn Denson. Jerry Hughs withdrew his application prior to his interview.

The committee interviewed Ben Coronado and Robyn Denson and suggested a recommendation to appoint Robyn Denson.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The committee voted 3-0 to appoint Robyn Denson.

RECOMMENDATION/MOTION

Move to: Appoint Robyn Denson to serve on the Parks Commission.



Business of the City Council City of Gig Harbor, WA

Subject: Second Reading of Ordinance
Amending the 2015-2016 Budget

Proposed Council Action: Adopt Ordinance
No. 1324 implementing an amendment to the
City's 2015-2016 Budget.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE *ADL*
Public Works Director

For Agenda of: September 28, 2015

Exhibits: Ordinance and organization
chart

Initial &
Date

Concurred by Mayor: *JL 9-21-15*

Approved by City Administrator: *Ron W 9/21/15*

Approved as to form by City Atty: *VIA EMAIL 9/15/15*

Approved by Finance Director: *JP 9/21*

Approved by Department Head: *ADL 9/16/15*

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

Between 2006 and 2016 the City's major sewer collection facilities will have grown by about 35% while the City's major sewer treatment facilities will have grown by an average of 150%. However staffing levels at the treatment have only increased by 17%.

In response to the added collection and treatment needs, the City successfully received a new NPDES discharge permit from the Washington State Department of Ecology to discharge 2.4 MGD of treated effluent. This discharge permit provides a 50% increase from the current 1.6 MGD. Consequently, the new permit requires additional staffing demands including new laboratory testing regime with more tests required and increased reporting requirements.

All of these increased facilities and staffing demands are on-going and will not be reduced with a reduction of development. Due to these significant facility increases the recently adopted utility rate structure assumed an increase in WWTP staff of 1.0 FTE.

The attached ordinance requests the addition of 0.8 FTE spread among two existing positions. The result is the existing 0.8 FTE seasonal laborer position would be converted to a 1.0 FTE maintenance technician position and the existing 0.4 FTE public works assistant position would be converted to a 1.0 FTE public works assistant position. These two positions will continue to report directly to the Wastewater Treatment Plant Supervisor.

FISCAL CONSIDERATION

Funding for the additional proposed staffing is contained in the current sewer rates. Therefore the additional salary expenses in the remaining 2015-2016 budget will be supported by projected

revenues and no appropriation is requested. The net increase in salaries and benefits if the ordinance is adopted as drafted is anticipated at approximately \$105,000.

BOARD OR COMMITTEE RECOMMENDATION

This topic was presented to the City Council as a staff report at the August 10, 2015, City Council meeting.

RECOMMENDATION/MOTION

Adopt Ordinance No. 1324 implementing an amendment to the City's 2015-2016 Budget.

ORDINANCE NO. 1324

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S 2015-2016 BUDGET; ADJUSTING TWO PART-TIME POSITIONS TO TWO FULL-TIME POSITIONS WITHIN THE WASTEWATER OPERATIONS FUND; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, demands on the City's wastewater system between 2006 and 2016 will have caused the City's major sewer collection facilities to grow by about 35% and the City's major sewer treatment facilities to grow by an average of 150% while wastewater staffing levels have only increased by 17%; and

WHEREAS, in response to the added collection and treatment demands, the City successfully received a new NPDES discharge permit from the Washington State Department of Ecology to increase the discharge of treated effluent from 1.6 MGD to 2.4 MGD; and

WHEREAS, the new NPDES permit requires additional staffing demands including new laboratory testing regime with more required tests and increased reporting requirements; and

WHEREAS, the increased facilities and staffing demands are on-going and will not be reduced with any future reduction of development within the City; and

WHEREAS, the Public Works Director requests adjusting two existing part-time staff positions (one 0.4 FTE and one 0.8 FTE) to two full-time staff positions (each 1.0 FTEs) within the wastewater operations fund to respond to the increased facility and staffing demands; and

WHEREAS, in anticipation of the increased facility and staffing demands the recently adopted utility rate structure assumes an increase in wastewater operations staff of 1.0 FTE; and

WHEREAS, funding for the additional proposed staffing is contained in the current wastewater utility rate structure and therefore the additional salary expenses in the remaining 2015-2016 budget will be supported by projected wastewater utility revenues and no appropriation is requested.

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL DOES ORDAINS AS FOLLOWS:

Section 1. The Gig Harbor City Council finds it is in the best interests of the City to adjust wastewater operations staffing levels as shown in the recitals above and directs the Finance Director to amend the 2015-2016 budget accordingly.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of September 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

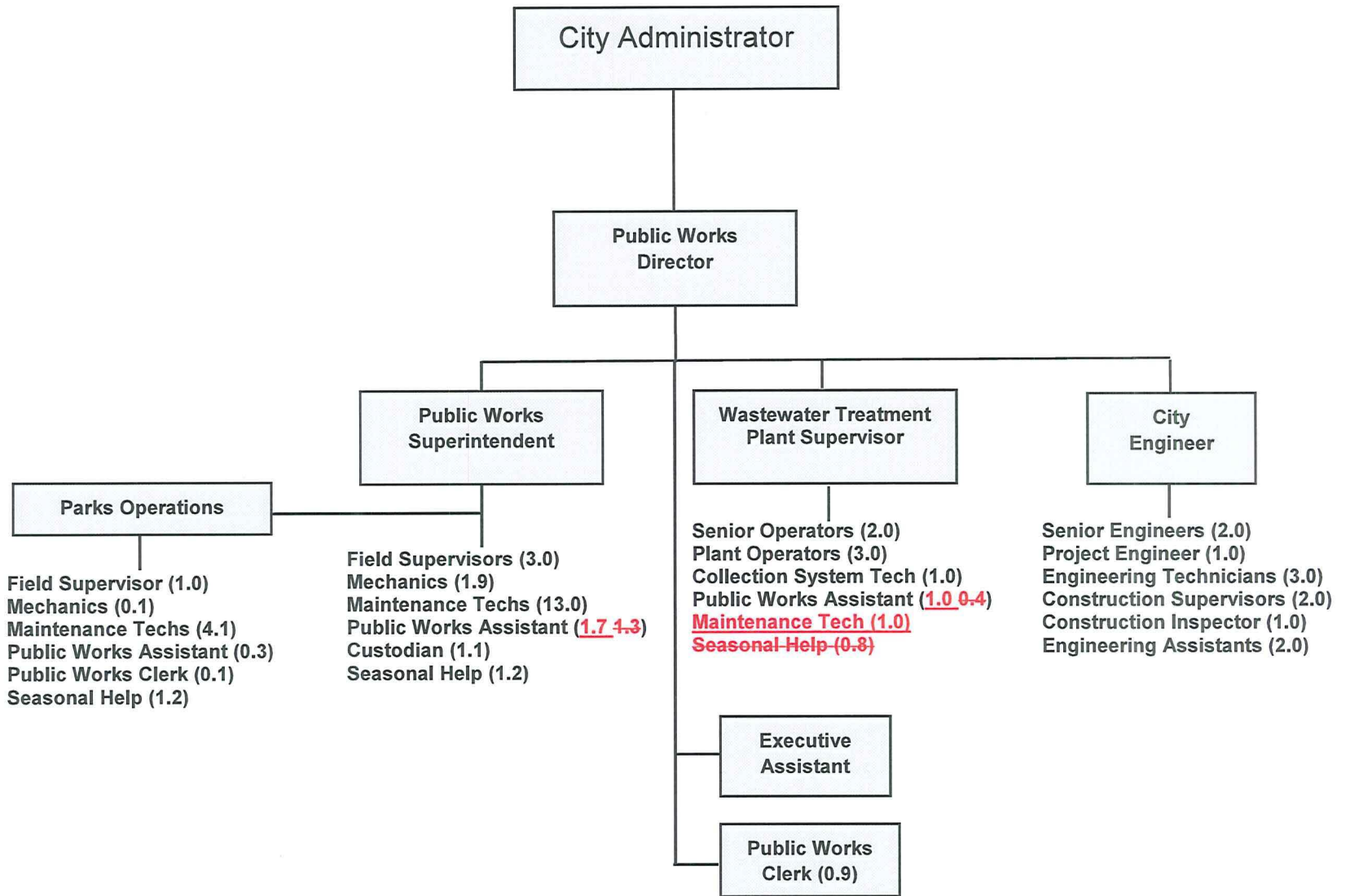
ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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



**2015-2016 Public Works
Organizational Chart**



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

Subject: Purchase Authorization for Street Lights

Proposed Council Action: Authorize the purchase of street lights for installation on Peacock Hill Avenue from Tacoma Electric Supply Inc. for their price quotation of Thirty-Four Thousand, Five Hundred and Three Dollars and Zero Cents (\$34,503.00) including tax.

Dept. Origin: Public Works - Operations

Prepared by: Greg Foote *GF*
Superintendent

For Agenda of: September 28, 2015

Exhibits: Exhibit A & B/Contract

	Initial & Date
Concurred by Mayor:	<i>JG 9-14-15</i>
Approved by City Administrator:	<i>Row 9/14/15</i>
Approved as to form by City Atty:	<i>ok'd by email 9-9-15</i>
Approved by Finance Director:	<i>GF 9/14/15</i>
Approved by Department Head:	<i>100 9/14/15</i>

Expenditure	Amount	Appropriation
Required \$34,503.00	Budgeted \$52,500.00	Required \$0

INFORMATION / BACKGROUND

One identified Street Goal in the 2015/2016 Budget was for the purchase of street lights for installation on Peacock Hill Avenue. Price quotations for 8 street lights (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The following bids were received:

- Tacoma Electric Supply Inc. \$34,503.00 (including sales tax)
- Gaffaney Electric, LLC \$38,071.46 (including sales tax)

FISCAL CONSIDERATION

The material cost for the street lights is within the \$52,500.00 that was anticipated in the adopted 2015/2016 budget and as identified under Street Capital, Goal No. 12.

City crews will install the streetlights.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the purchase of street lights for installation on Peacock Hill Avenue from Tacoma Electric Supply Inc. for their price quotation of Thirty-Four Thousand, Five Hundred and Three Dollars and Zero Cents (\$34,503.00) including tax.



1311 South Tacoma Way Tacoma, WA 98409
 (253) 475-0540 Seattle (206) 824-9592
 Toll Free 1 (800) 422-0540 FAX (253) 474-0092

ADDENDUM 1
 AUGUST 13, 2015

EXHIBIT A - INVITATION TO BIDDERS

**CITY OF GIG HARBOR
 PEACOCK HILL STREET LIGHTS**

The City of Gig Harbor (City) requests bids for the purchase of eight (8) decorative LED street lights (conforming to the UL 1598 and CSA C22.2 No. 250.0-08 Standards).

Bids must be received **no later than 4:00 p.m., Monday, August 17, 2015 August 31, 2015** at the Public Works Department, City of Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, Washington, 98335, Bid proposals received after the time fixed for opening will not be considered.

Each bid shall be accompanied by a certified check, or bid bond, in an amount equal to 5 percent (5%) of the bid proposal. Bidders are advised that if the successful bidder fails to execute and return the contract with the City as set forth hereunder, and furnish a satisfactory insurance certificate within ten (10) calendar days after bid award, the bid deposit shall be forfeited to the City, and the City reserves the right to award the contract to the next lowest bidder, and each successive bidder, until the conditions of the award are met, at the City's sole discretion.

Bids (including freight/shipping) are requested for the purchase of:

Eight (8) decorative LED street lights

Lumec Part Numbers:

- Luminaire: ~~TR20-90W49LED4K-ES-LE3S-240-USA-GN6TX~~ **TR20-80W48LED4K-R-LE3S-VOLT-GN6TX**,
- Bracket: [TN-001]-1A-GN6TX,
- Pole: ~~SSM8V-20-BAS30-GN6TX~~ **SAM8V-20-BAS22-GN6TX**

or

Cylone Part Numbers:

- Luminaire: ~~CY55P1-GAL-3-60W-4K-240-SCTX~~ **CY21S1-GAL-3-80W-4K-240-CP2237-SCTX**,
- Bracket: ~~CP2412-C1-T40-SCTX~~ **CP4392-B556-SCTX**.
- Pole: ~~PV42-15-SA-T40-BH3422AP/S1-CP2416-SCTX~~ **PV69-20-SA-BH355620AP/S1-CA1AP-CP4393-SCTX**

or approved equal.

Telephone inquiries regarding the Project may be directed to Greg Foote, Supervisor, Public Works Department at the City of Gig Harbor at (253) 851-8406 or FooteG@cityofgigharbor.net.

The Contract Documents shall consist of the City's Agreement for Purchasing Materials (Contract), this Invitation to Bidders (Exhibit A of the Contract), the attached Bid Proposal (Exhibit B of the Contract), and the attached specifications.

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

A. Acknowledgement

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

NOTE: Show unit prices in figures only. Any bid proposal with an incomplete bid item shall be considered non-responsive.

B. Bid Schedule

Primary Bid:

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	DECORATIVE STREETLIGHTS	8	EACH	\$ 3975. ⁰⁰	\$ 31,800. ⁰⁰
SUB-TOTAL					\$ 31,800. ⁰⁰
SALES TAX @ 8.5 %					\$ 2,703. ⁰⁰
BID TOTAL					\$ 34,503. ⁰⁰

*All bids must include freight/shipping.

C. PROPOSAL SIGNATURE:

Bidder Signature: Bill Hofner

Printed Bidder Name: BILL HOFNER

Company Name: TACOMA ELECTRIC SUPPLY CO.

Address: 1311 SOUTH TACOMA WAY
TACOMA, WA. 98409

Phone: 253-475-0540

Fax: 253-475-1025

Email: B.HOFNER@TACOMAELECTRIC.COM

*** END OF EXHIBIT B ***

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND TACOMA ELECTRIC SUPPLY INC.**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Tacoma Electric Supply Inc., a Washington corporation, located and doing business at 1311 S. Tacoma Way, Tacoma, WA 98403 (hereinafter "Vendor").

WHEREAS, the City desires to purchase decorative street lights from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

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

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

I. Description of Products, Materials, Supplies, Tools or other items.

The Vendor shall sell and provide for purchase of architectural street lights (Cyclone) to be installed along Peacock Hill Avenue and/or deliver all products, materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Products and Materials").

II. Payment.

A. The City shall pay the Vendor the total sum of Thirty-Four Thousand, Five Hundred and Three Dollars (\$34,503.00), including sales tax, for the Products and Materials. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

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

III. Deadline for Delivery.

The City and the Vendor agree that the items described in Exhibit A will be delivered to the City of Gig Harbor Public Works Facility, 5118 89th St. NW, Gig Harbor, WA by the Vendor on or before December 31, 2015.

IV. Termination.

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

V. Indemnification.

The Vendor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including costs and attorneys fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

VI. Insurance.

The Vendor shall procure and maintain for the duration of this Agreement commercial general liability insurance to cover claims for product liability and injuries to persons or damage to property which may arise from or in connection with the Products and Materials supplied to the City. The Vendor shall assume all liability relating to damage or loss of the products and materials until acceptance by the City.

VII. Warranty.



5 Year LED Warranty

This limited warranty is provided by Cyclone Lighting ("The seller") to the original purchaser of a Cyclone Lighting LED luminaire. Seller warrants that the driver and the LED array ("The LED Light Engine") of the lighting luminaire, when delivered in new condition and in its original packaging, will be free of defects for a period of **FIVE (5) YEARS** from the date of original purchase. A Product shall not be considered defective solely as a result of the failure of individual LED's to emit light if the number of inoperable LED's is less than 10% of the total number of LED's in the light engine. The determination of whether the LED Light Engine is defective, shall be made by Seller in its sole discretion.

If Seller determines the LED Light Engine is defective, Seller will elect, in its sole discretion, to repair or replace the components. Replacements will be furnished in exchange for defective components (Driver or LED arrays). Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. With the progression of LED development, wattages and or lumen output may be different from the initial purchased product.

If a specific wattage or lumen output is needed to be maintained, a programmable driver will be needed to replace the standard driver in the LED light engine. A nominal fee will be charged to cover the difference in cost of the driver as well as the time to program it. Replacing such defective components will constitute fulfillment of Cyclone Lighting's obligation and liabilities.

This limited warranty will not apply in case of negligence, abuse, misuse, mishandling, fire, acts of God, vandalism, civil disturbances, power surges, improper power supply, electrical current fluctuations, corrosive environment, induced vibration, improper installation, storage or maintenance. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect. Upon receiving that notice, Seller will coordinate with you the proper way to handle your claim. Your warranty claim should be addressed to Cyclone Lighting, Inc., 2175 des Entreprises, Terrebonne, Qc, J6Y 1W9

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.



5 Year Paint Finish Warranty

This limited warranty is provided by Cyclone Lighting ("The seller") to the original purchaser of a Cyclone Lighting product. Seller warrants that the paint finish, due to its multi-stage process, when delivered in new condition and in its original packaging, will be warranted for a period of **FIVE (5) YEARS** against corrosion, peeling and fading of more than 30% of the gloss. The determination of whether the paint finish is defective shall be made by Seller in its sole discretion.

If Seller determines the paint finish is defective, Seller will elect, in its sole discretion, to repair or replace the components. Replacements will be furnished in exchange for defective components. Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. Replacing such defective components will constitute fulfillment of Cyclone Lighting's obligation and liabilities.

This limited warranty will not apply in case of negligence, abuse, misuse, mishandling, fire, acts of God, vandalism, civil disturbances, power surges, improper power supply, electrical current fluctuations, corrosive environment, induced vibration, improper installation, storage or maintenance. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect. Upon receiving that notice, Seller will coordinate with you the proper way to handle your claim. Your warranty claim should be addressed to Cyclone Lighting, Inc., 2175 des Entreprises, Terrebonne, Qc, J6Y 1W9

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

VIII. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

To the Vendor:

Tacoma Electric Supply Inc.
Attn: Bill Hofner
1311 S. Tacoma Way
Tacoma, WA 98403
253-475-0540

To the City :

City of Gig Harbor
Attn: Greg Foote
Public Works Superintendent
3510 Grandview Street
Gig Harbor, WA 98335

IX. Modification

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

X. Assignment

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

XI. Non-Waiver of Breach

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

XII. Resolution of Disputes

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

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

XIII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

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

VENDOR

THE CITY OF GIG HARBOR

By: Bill Hafner
Its: BILL HAFNER

Mayor Jill Guernsey

TACOMA ELECTRIC SUPPLY
9/10/15

ATTEST:

Molly M. Towslee, City Clerk

Approved as to form:
Office of the City Attorney

City Attorney



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

Subject: Contract with eCityGov Alliance for "GovJobsToday" web-based recruitment services

Proposed Council Action:
Authorize the Mayor and/or City Administrator to sign the contract with eCityGov Alliance for "GovJobsToday" web-based recruitment services.

Dept. Origin:	Administration
Prepared by:	Mary Ann McCool, HR Analyst <i>mam</i>
For Agenda of:	September 28, 2015
Exhibits:	<p>Exhibit A – Contract with eCityGov Alliance for "GovJobsToday" web-based recruitment services.</p> <p>Exhibit B – Informational</p> <p align="right">Initial & Date</p>
Concurred by Mayor:	<i>JM 9-14-15</i>
Approved by City Administrator:	<i>Ron W 9/10/15</i>
Approved as to form by City Atty:	<i>by email 9/10/15</i>
Approved by Finance Director:	<i>F 9/10/15</i>
Approved by Department Head:	<i>mam 9/10/15</i>

Expenditure Required	Amount \$1,500.00/yr. Budgeted	N/A	Appropriation Required	N/A
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INFORMATION / BACKGROUND

The City of Gig Harbor currently utilizes a "paper application" process for recruiting candidates to fill positions. This process is cumbersome and requires applicants to print the City's employment application from the City website, fill it in with by hand or with a typewriter, electronically scan it, and email it to the Human Resource Office. If the applicant does not have access to a scanner, they have to mail the application or drop it off in person. The Human Resource office receives calls and comments from applicants stating they would prefer to complete their application online and submit it. The City may be missing out on qualified candidates who do not want to undergo all of the steps described above and are more used to using electronic/web-based application systems.

GovJobsToday.com is a partnership of local governments that have pooled resources through the eCityGov Alliance to create a hiring tool that is easy to implement, simple to use, and costs much less than other software options on the market. By creating a multi-agency portal, GovJobsToday makes it easy for applicants to find and apply for available positions using one profile. GovJobsToday is the only service of its kind at this price point. Similar web-based recruitment services used by larger agencies in the Puget Sound area would cost the City approximately \$7,500 more per year.

The advantages for the City of adopting and implementing GovJobsToday.com web-based recruitment services include an increased applicant pool, faster candidate response rates, elimination of paper processes, electronic application and review process; improved

communication with applicants, to include real-time application status; EEO information and reports; and performance metrics reports, e.g. time to hire.

The HR Analyst is responsible for administering the HR function for the City of Gig Harbor, which results in a large daily workload. By utilizing the application, the number of labor hours required for the Analyst to manually process the paper applications through a recruitment process will be reduced, which will free up time for the Analyst to spend working on other HR duties, tasks and/or projects. To illustrate, if 50 applications are received for a job opening, it takes approximately four to five hours (in total) to screen the applications, make copies for interviews, and prepare application status letters for applicants, which includes printing, copying, and mailing the letters via U.S. mail. The City will also save money on postage as candidate notification is primarily done via email.

The GovJobsToday.com application is hosted for the eCityGov Alliance by the City of Bellevue. Participating agencies include the Cities of Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Newcastle, Oak Harbor, Sammamish, Snoqualmie, and Woodinville.

FISCAL CONSIDERATION

Although not anticipated in the 2015-16 City budget, there are sufficient funds in the Administration Professional Services budget line to cover the cost of the subscription with eCityGov Alliance. The City will pay \$1,500.00 per year for a subscription with eCityGov Alliance for the "GovJobsToday" web-based recruitment services. This rate will be pro-rated for the remainder of 2015, in the amount of approximately \$375.00.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor and/or City Administrator to sign the contract with eCityGov Alliance for "GovJobsToday" web-based recruitment services.

Exhibit A



SUBSCRIPTION AGREEMENT

Between

Gig Harbor

and

eCityGov Alliance

September 9, 2015

SUBSCRIPTION AGREEMENT

This Agreement is entered into between the eCityGov Alliance, hereinafter referred to as the "Alliance", and the Gig Harbor, hereinafter referred to as the "Subscriber".

WITNESSETH:

WHEREAS, the Alliance was created and duly authorized by the legislative body of each jurisdiction in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the purpose of the Alliance is to provide a regionally coordinated portal for the delivery of municipal services via the Internet and to provide a forum for the sharing of resources in the development and deployment of such services; and

WHEREAS, in keeping with its purpose, the Alliance has created several shared software applications and related products to deliver public sector services via the Internet; and

WHEREAS the Alliance provides said software applications as a hosted service; and

WHEREAS, the Subscriber wishes to use certain shared software application(s) and related product(s) to deliver public sector services via the Internet; and

WHEREAS, the Alliance pledges to work cooperatively in maintaining the highest level of standards for maintenance and operation of the Software Application(s) and related product(s) on behalf of Partners, Subscribers and users;

WHEREAS, the Alliance is duly authorized to enter into agreements as an independent entity; and

WHEREAS, it is the desire of the Parties to enter into an agreement for Software and related product(s) to deliver public sector services via the internet;

NOW THEREFORE, the Parties agree as follows:

I IDENTITY OF PARTIES

1. **Alliance.** The Alliance is an agency formed under Chapter 39.34 RCW, the Interlocal Cooperation Act, to deliver public sector services.
2. **Subscriber.** The Subscriber is an agency that desires to subscribe to an Alliance hosted service(s) and/or application(s), and to participate as a non-voting but active member in the committees supporting that service(s) and/or application(s).

II PURPOSE

1. The purpose of this Agreement is to provide the terms and conditions under which the Subscriber will receive hosted services from the Alliance. To accomplish this purpose, and in consideration of the benefits to be received by each of the Parties hereto, the Parties agree as follows:

III DEFINITIONS

1. **"Agreement"**, **"this Agreement"**, **"the Agreement"**, **"hereof"**, **"herein"**, **"hereto"**, **"hereby"**, **"hereunder"** and similar expressions mean this Subscription Agreement, including all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement.
2. **"Application Software"**, **"Application"** and/or **"Software"** means computer application and related computer code, presented in object code form operating on Hosting Service hardware. Application Software includes, but is not limited to computer code, databases, programs and interfaces in executable code form which have been created or licensed by the Alliance.
3. **"Application Team"**, **"Management Committee"** and/or **"Project Team"**, means a team made up of a representative(s) from each Alliance partner and subscriber agency for a particular Software Application. The purpose of the Application Team is to guide development and management of the Application.
4. **"Backend Integration"** means that a software application owned and/or licensed by the Subscriber is linked to the Application Software for the purpose of passing data between the two systems.
5. **"Board"** means the Alliance Executive Board, a joint board established pursuant to the eCityGov Interlocal Agreement executed by the Cities of Bellevue, Bothell, Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish, Snoqualmie, and any subsequent agencies that are formally accepted by the Alliance Executive Board as party to the eCityGov Interlocal Agreement.
6. **"Data and Content Management Tool(s)"** means the Internet restricted accessible software application used by the Subscriber to update, change and manage application content and data.
7. **"Effective Date"** means the date this Agreement commences.
8. **"Hardware"** means the computers, application servers, magnetic storage devices and other related computer hardware owned by the Alliance for the purposes of providing services and software applications to Alliance partners, subscribers and the general public.

9. **"Hosting Service"** means the city and/or business at which Alliance Application(s), related software and hardware is physically located. The Hosting Service is also responsible for maintaining the shared portion of the service(s) and application(s) affected by this Agreement.
10. **"Partner(s)"** means the governmental jurisdictions that are parties to the eCityGov Alliance Interlocal Agreement.
11. **"Subscriber"** means the governmental jurisdiction or other organization that elects to enter into an agreement with the Alliance to purchase specific hosted Internet software application service(s) on an annual basis. Subscriber status is further defined by the Alliance Administrative Policies and the Alliance Interlocal Agreement.
12. **"Subscription(s)"** means the Internet accessible computer application(s) identified in Appendix A.
13. **"Subscription Liaison(s)"** means the Subscriber assigned staff member(s) for each subscription application.
14. **"User"** means members of the general public and city staff who use the services defined herein.

IV APPLICATION SOFTWARE SUBSCRIPTION

1. **Subscription.** During the term of this Agreement, the Alliance grants the Subscriber a non-transferable, nonexclusive subscription to use the Application Software in accordance with the terms and conditions state herein.
2. **Application Software License(s).** Application Software license(s) are and shall remain the property of the Alliance or its third-party service providers. The Subscriber shall have a non-exclusive right to use the Application Software specified in Appendix A. The Subscriber shall not have taken, or attempt to take, any right, title or interest therein or permit any third party to take any interest therein. The Subscriber will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Application Software or any interest in the Application Software.
3. **Application Software and Data.** The Subscriber may not move any Application Software or data from any installed location at the Hosting Service place of business without the prior written notification and subsequent technical approval of the Alliance.
4. **Hardware and Provision of System and Application Software.**
 - (a) The Alliance shall obtain, install and maintain the necessary hardware, systems software, and Application Software at the location of the Hosting

Service to provide the appropriate computing platform to deliver the application services defined in Appendix A.

- (b) The Hardware, Systems Software licenses, and Application Software code and licenses are and shall remain the property of the Alliance or its third-party service providers. The Subscriber shall not have taken, or attempt to take, any right, title or interest therein or permit any third party to take any interest therein. The Subscriber will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Hardware or Systems Software or any interest in the Hardware or Systems Software.

V SUBSCRIBER DATA AND DATABASES

1. The Subscriber shall provide applicable data for each Software Application Subscription to the Alliance in accordance with data specifications in Appendix A.
2. The Subscriber is responsible for updating, changing and maintaining said data as specified in Appendix A.
3. Each Party shall treat all data and information to which it has access by its performance under this Agreement as confidential. Unless required to do so by law, a Party shall not disclose such data or information to a third Party without specific written consent of the other Party. In the event that one Party receives notice that a third Party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the receiving Party shall promptly inform the other Party. This section shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon all Parties and their agents, employees, successors, assigns, subcontractors or any Party or entity claiming an interest in this Agreement.
4. The Alliance will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber, or suffer a lien or encumbrance upon or against the Subscriber data or database or any interest in the Subscriber data or database. The Alliance will maintain the Subscriber data or database at the Hosted Service, and shall notify Subscriber in writing if the data or database is to be moved from the Hosted Service. The Alliance shall not be responsible for any damage to, or loss of, the data, except in cases of gross negligence or wilful misconduct.

VI ACCESS AND USE OF DATA AND CONTENT MANAGEMENT TOOL(S)

1. The Subscriber shall name and authorize certain employees as content managers for the Software Application(s) specified in Appendix A.

2. It is the responsibility of the Subscriber to authorize and manage opening and closing user accounts for third party vendors and/or contract employees.
3. The Alliance will manage password protected user accounts for said employees and vendors. The Alliance will manage only named user accounts. The Subscription Liaison is responsible for authorizing new user accounts and ensuring unneeded user accounts are closed in a timely manner.
4. Access to Alliance web-based products is not restricted in anyway, however: Software Application functionality may be restricted or limited for certain Software Applications or portions of a Software Application to the citizens of Alliance partner and subscriber cities. Such restrictions or limitations is depended on the level of service(s) purchased by the Subscriber and shall be described in Appendix A.
5. An unlimited number of citizens, staff and other customers of the Alliance product(s) may access and utilize the product(s) via the Internet, except as noted in the previous section.

VII WARRANTIES

1. Alliance represents and warrants that (a) Alliance has the legal right and authority to provide the services that are the subject of this Agreement; and (b) Application Software does not infringe upon any copyright, patent, trademark, trade secret, or any other intellectual property right of any third Party.
2. No Other Warranty. Other than the express warranties contained above, any software Subscription provided and all services performed pursuant to this Agreement are provided and performed on an "as is" basis, and Subscriber's use of the Application Software and services is at its own risk. Alliance does not make, and hereby disclaims, all other warranties, whether express or implied. Alliance does not warrant that the Application Software and services provided hereunder will be uninterrupted, error-free, or completely secure.
3. Limitation of Liability; Damages. Alliance's sole liability to Subscriber for any loss, liability or damage, including attorney's fees, for any claim arising out of or related to this Agreement, regardless of the form of action, shall be limited to Subscriber's actual direct out-of-pocket expenses which are reasonably incurred by Subscriber and shall not exceed the amount of the fees paid to Alliance by Subscriber under this Agreement for the calendar year in which such claim accrued. **In no event shall Alliance be liable to Subscriber or any third party for lost profits, revenue, lost data, consequential, special, incidental, or punitive damages arising out of or related to this Agreement regardless of the basis of the claim.**

VIII SUPPORT

1. Backend Integration

- (a) Alliance is responsible for Alliance product(s) on the eCityGov.net web sites, including the transmittal of data to and from the Subscriber in the formats(s) identified in Appendix A, to meet the needs of Subscriber's back-end process. Interface and data transmittal standards are subject to approval by the Board.
- (b) The Subscriber is responsible for any and all direct integration with their own business processes and systems, including the entire cost and overhead associated with integration of Alliance products to Subscriber-owned systems.
- (c) For the purpose of Backend System Integration, the Alliance may assign, on a temporary basis, a reasonable number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to Subscriber by the Hosting Service. The Subscriber acknowledges that the IP Addresses are the sole property of the Alliance and/or of its contracted Service providers, and are assigned for the term of this Agreement to Subscriber as part of the Software Application Subscription(s), and are not "portable".
- (d) The Alliance reserves the right to change IP Address assignments at any time; however, the Alliance shall use all reasonable efforts to avoid any disruption to the Subscriber resulting from such renumbering requirement. The Alliance will give the Subscriber reasonable notice of any such renumbering. The Subscriber agrees that it will have no right to IP Addresses upon termination of this Agreement and that any renumbering required of the Subscriber after termination shall be the sole responsibility of Subscriber.

- 2. **Training.** The Alliance shall provide such training and consultation to the Subscriber regarding the use of a Software Application(s) and services as is determined to be appropriate by the Board and/or the Application Team(s) associated with specific Alliance Software Application(s).

IX SOFTWARE SUPPORT

- 1. For Application Software residing on Alliance Server(s): The Hosting Service for each product is responsible for ensuring that the Application Software functions correctly, and for responding to Subscribers who submit requests for Application Software corrections in a timely manner. Application Software malfunctions that result in a non-responsive system or incorrect results for customers will be given high priority. Other Application Software malfunctions will be prioritized based on

resources and overall project priorities. The actual response escalation levels are specified in Section V. 3. (c).

2. For other software residing on Subscriber Servers: The Subscriber is fully responsible for the functioning of any software residing on Subscriber Servers, including software designed to handle the interface between Alliance service(s) and Software Application(s) and all software licensed directly through third parties to the Subscriber.
3. Technical Support – Requests for technical support will be classified into three priority levels:
 - High – system is down or is returning incorrect results and customer is unable to fulfill critical business functions such as those pertaining to core business functions
 - Urgent – serious issue significantly impacting use of system although customer is still able to perform core business functions
 - Normal – all other issues.
4. Regular Hosting Service business hours are Monday through Friday 7:00 a.m. – 5:00 p.m., excluding holidays. During regular business hours, there is a guaranteed response time of 1 hour for High and Urgent calls. All other calls will be responded to within 8 business hours. Off-hours support (5:00 p.m. – 7:00 a.m., weekends and holidays) is offered only for network and server support. Only high priority calls will be responded to within 2 hours. The contact phone number is 425.452.2886.

X BENEFITS/RELATIONSHIP

1. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. No joint venture or partnership is formed as a result of this Agreement.
2. The Subscriber is considered a non-voting member of the Application Team(s) supporting Alliance service(s) and Software Application(s) identified in Appendix A: Description of Application Service(s).
3. The Subscriber is entitled to attend Board meetings, but is not a voting member of the Board.
4. The Subscriber is entitled to use the regional portal for delivery of Software Application(s) subscribed to and defined in Appendix A.
5. The Subscriber may participate in and receive the benefits of all Alliance functions, projects, programs, and partnerships including but not limited to:

- Training programs
- Information sharing events
- Projects/programs with other public entities, including, but not limited to; state, county, utility districts, libraries, and other cities

XI FEES AND PAYMENT TERMS

1. The invoice shall encompass Subscription fee(s) for one full calendar year or for the applicable pro-rata Subscription fee(s).
2. Annual payment is due within 30 days of invoice.
3. The invoice for the current year will be sent upon signing of this Agreement. Payment is due within 30 days of invoice.
4. Payments which are 30 days past due shall be considered to be in arrears. The Alliance may elect to discontinue service to the Subscriber until said account is paid in full. The Board, at its sole discretion, may elect to not disconnect a Subscriber that is in arrears if suitable arrangements have been made for future payment.
5. The City of Bellevue, acting as the fiscal agent for the Alliance, will issue all invoices. Payment(s) shall be made to the City of Bellevue. The City of Bellevue Tax Identifier Number (TIN) is 91-6007020.
6. Establishment of Fees – Each year the Board shall set Subscriber Fees for the next calendar year, no later than September 30th. At such time the Board may increase, decrease or leave fees unchanged depending need.

XII GENERAL PROVISIONS

1. **Liability/Hold Harmless.** If a claim, demand or cause of action arises from the negligent act or failure to act or intentional wrongful act of one of the Parties hereto, or its officers, agents or employees, then that Party shall indemnify, defend and save the other Party and its officers, agents and employees harmless there from; provided, however, that such provision shall not apply to the extent that damage or injury arises from the fault of the other Party, its officers, agents or employees. In the case of negligence of both the Subscriber and the Alliance, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to the other Party.
2. **Assignment.** The Subscriber shall not assign, transfer, convey or otherwise dispose of its rights or obligations under this Agreement or permit use of

applications and/or services by another entity or person who is not an Alliance Principal, Subscriber, or employee, officer or agent thereof, except to the extent as may be authorized by Alliance rules and procedures.

3. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three business days after mailing if mailed by first class mail, postage prepaid and addressed to the Party at its address as stated in this Agreement or at such address as any Party may designate at any time in writing with notice pursuant to this paragraph. At the time of execution the addresses of the Parties are:

eCityGov Alliance

P.O. Box 90012
Bellevue, WA 98009-9012

Attn: Tracy Lynn Jones

(425) 452-7821

tjones@ecitygov.net

Gig Harbor

3510 Grandview St

Gig Harbor, WA 98335

Attn: Mary Ann McCool

(253) 851-5039

mccoolm@cityofgigharbor.net

4. **Dispute Resolution.** This section governs any dispute, or controversy between the Parties arising out of or relating to this Agreement or its breach (the "Disputed Matter"). It is agreed that King County shall be the venue for any arbitration. All Disputed Matters shall be submitted to the following dispute resolution process:

(a) Internal Mediation

First the Disputed Matter shall be referred jointly to the Alliance's Executive Director and the Subscriber's representative. If they do not agree within ten (10) days, the Disputed Matter shall be referred jointly to the Chair of the Executive Board and the Subscriber's chief executive or designee. If such persons do not agree upon a decision within ten (10) days after referral of the matter to them, or within such other period as may be mutually agreed upon, the Parties shall proceed to the next stage of the dispute resolution procedure.

(b) Arbitration Procedures

The Subscriber or the Alliance may, within ten (10) days following completion of internal mediation, submit a written demand for arbitration to the American Arbitration Association. The decision of the other Party to invoke the arbitration process below shall constitute an election of

remedies barring the Party from further recourse to the dispute resolution or arbitration process not invoked by it.

Any Disputed Matter referred to arbitration shall be conducted under the Commercial Rules of the American Arbitration Association. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. Any such arbitration will be held in the Seattle Metropolitan Area. The Parties will share the costs of the arbitration equally, subject to final apportionment by the arbitrator. However each Party shall bear the expenses of its own counsel, experts, witnesses and preparation of evidence. The decision of the arbitrator shall be final and shall not be subject to appeal by the Parties. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Performance to Continue

Pending the resolution of any Disputed Matter, both Parties shall continue their performance under this Agreement to the extent that such performance is feasible, including but not limited to the payment of all sums which are due or which become due during the dispute resolution process. Neither Party will institute any action or proceeding against the other Party in any court concerning any Disputed Matter that is or could be subject to resolution under this section.

5. **Effective Date and Duration.** This Agreement shall be effective on upon execution of both Parties, and shall continue until termination or withdrawal.

XIII TERMINATION

1. **Termination by annual notice and/or default.** The Subscriber may terminate this Agreement by giving ninety (90) days written notice to Alliance in any year of its intention to terminate effective January 1 of the following year provided notice is given in writing and Subscriber is not in default of its obligations under this Agreement. There will be no refunds of monies collected for the current year. If the Subscriber is in default of a material obligation under this Agreement, and such default remains uncorrected more than thirty (30) days after receipt of written notice of default, the Alliance, in addition to any other rights available to it under law or equity, may terminate this Agreement by giving thirty (30) days written notice to the Subscriber. The Alliance shall be deemed in default if, as a result of the Software Application(s) or Alliance's failure to perform its obligations hereunder, the Software Application(s) continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding the Alliance's remedial or maintenance efforts, over a continuous period of ninety (90) days, and the Subscriber may terminate the Agreement by giving thirty (30) days written notice to the Alliance, after which the Alliance shall reimburse the Subscriber for a pro-rated share of the Subscription Fee.

2. **Mid-year termination request by Subscriber.** The Subscriber may terminate this Agreement by giving written notice to the Alliance at any time during the calendar year. The Alliance will terminate the Subscriber's service at the earliest practical date in which the necessary Application reprogramming can be completed. There will be no refunds of monies collected for the current year.
3. **Termination as a result of changes to the Application(s).** In the event that the Alliance initiates changes to the Application(s) and/or Subscription fee(s) for which the Subscriber chooses not to continue with the Application Subscription, the Alliance will provide a pro-rata refund of the balance of current year Subscription fee. The refund will be calculated from the date in which the Application changes and/or Subscription fee changes take effect.
4. **Modification.** This Agreement represents the entire Agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.
5. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

eCityGov Alliance

(ORGANIZATION)



 Accepted By (Signature)

 Accepted By (Signature)

Tracy Lynn Jones
 Executive Director

Jill Guernsey
 Mayor

Date:
 9-15-2015

Date:

 Approved as to Form (Signature):

Attorney
 Date:

APPENDIX A

Description of Application Service(s)

City of Gig Harbor

I PRODUCT SUBSCRIPTION(S):

1. GovJobsToday.com

II ANNUAL FEE(S)

1. Annual Fee – The annual subscription fee is \$1,500, unless modified as provided in Section II. Annual Fee(s), paragraph 2, Establishment of Fees.
2. Establishment of Fees – Each year the Board shall set Subscriber Fees for the next calendar year, no later than September 30th. At such time the Board may increase, decrease or leave fees unchanged depending need.

III DESCRIPTION OF PRODUCT SERVICE: GOVJOBSTODAY.COM PORTAL

2. GovJobsToday.com application functionality includes, but is not limited to:
 - (a) Paperless recruitment
 - (i) Secure control of staff access (roles) to system with three levels of permissions
 - (ii) Job announcement posting to GovJobsToday.com and optionally to the agency web site(s) through consumption and formatting of the GovJobsToday.com RSS feed.
 - (iii) Track applicants by step/hurdle
 - (iv) Recruitment dashboard, track time-to-fill
 - (v) Clone a previous job announcement
 - (vi) Include predefined questions
 - (vii) Create new job specific questions on the fly
 - (viii) Candidate data is searchable
 - (ix) Quickly e-mail candidate application/resume
 - (b) Data Management and Reporting
 - (i) Ability to export

2. Subscriber agencies are responsible for the maintenance of:
 - (a) The content of relating to city/agency specific information such as contacts, address, phone numbers, email addresses and/or linked content.
 - (b) Actively participate in the application business team meetings. Meeting access via conference phone and web meeting functionality is provided.
3. Subscriber agency staff that desire user account(s), must;
 - (a) Be authorized by their agency
 - (b) Agree to the most current version of the Alliance Technology Resource Usage Policy

- (ii) Full EEO reporting
 - (iii) Quickly generate reports by date or job number
 - (iv) Filter data by: race count, gender count, EEO category, department, employment type, recruitment length, or recruitment count
 - (v) Export new hire information into an excel format for use in your Human Resources Information System
- (c) Applicant profile
 - (i) Login
 - (ii) Edit
 - (iii) View job status
 - (d) Project team documents and communications

II TECHNICAL DATA SPECIFICATIONS

- 3. Data supplied by the Subscriber

GovJobsToday.com job postings are solely the responsibility of Subscriber agency designated manager(s) and staff.
- 4. Data interfaced from the Alliance Application to the Subscribers back-end system

Not applicable

III SPECIAL REQUIREMENTS AND CONDITIONS

- 1. Restricted data policy: GovJobsToday.com
 - (a) It is the policy of the Alliance that member agencies shall not post or request GovJobsToday.com applicants to submit certain personally identifiable information, including, but not limited to:
 - (i) Date of birth
 - (ii) High school graduation date or year
 - (iii) Social security number
 - (iv) Driver's license number

Personally identifiable data of this nature shall be provided directly by the applicant to the authorized staff of the subscriber agency.



Overview

As a web based hiring tool, GovJobsToday.com can be deployed for any sized agency and will function smoothly in both centralized and decentralized HR operations. It is a one-stop web portal for public sector agencies to:

- Post jobs
- Accept and manage applications
- Streamline the hiring process
- Report EEO and performance data

In business for over 8 (eight) years, GovJobsToday.com is a partnership of local governments that have pooled resources through the eCityGov Alliance to create a hiring tool that is easy to implement, simple to use, and cost much less than other software options on the market. By creating a multi-agency portal, we make it easy for applicants to find and apply for available positions using one profile.

Members

12 agencies and growing:

- Bellevue
- Issaquah
- Kenmore
- Kirkland
- Mercer Island
- Newcastle
- NORCOM
- Oak Harbor
- Redmond
- Sammamish
- Snoqualmie
- Woodinville

Accessibility

GovJobsToday.com incorporates current web design and usability standards for accessibility. For accommodation purposes, GovJobsToday.com enables staff to upload PDFs and enter information on behalf of an applicant.

Security

The GovJobsToday.com application is hosted for the eCityGov Alliance by the City of Bellevue.

Application Design

- SSL encryption provides security and data integrity while communicating with the applicant.
- No sensitive, personally identifiable data, such as DOB or SSN, is requested or captured by the application. The business practice is that this information will be provided by the candidate directly to the hiring agency HR staff.
- The application is subject to annual security audit and is updated as needed to mitigate emerging security threats.
- Cookies do not include any sensitive or personally identifiable data.

Hosting Environment

- The data center is state-of-the-art; it went live in February 2006. Management includes daily backups with off-site rotation, redundant Internet service POPs, UPS/multi-generator power backup (5-7 day capability), off-site failover capability, managed access, and remote monitoring.
- Bellevue IT Department staffing includes a dedicated Chief Information Security Officer (CISO).
- Bellevue utilizes an array of industry standard best practices to mitigate security threats and risks.

Annual Fee

The fee scale is based on population thresholds:

City/County Population Ranges	Annual Fee
< 10,000	\$1,500
10,001 to 25,000	\$3,300
25,001 to 50,000	\$5,000
> 50,000	\$7,500
Special purpose government pricing is negotiated.	

Contact Information

For more information and to implement GovJobsToday.com at your agency contact:

Email: info@ecitygov.net

Phone: 425.452.4340

THE GATEWAY TO PUBLIC SERVICE JOBS in the Pacific Northwest



Benefits to Citizens

- Access jobs for multiple public agencies in one place
- Easily respond to applications and create virtual resume
- Get RSS notifications for new job opportunities
- Save profile and resume for future job submittals
- View application and track job status



Benefits to Agencies

100% of all applications for GJT agencies are now made online!

- Increase your Agency's applicant pool and response rates
- Move to paperless and eliminate the cost of paper-based processes
- Seamless application and review process
- View real-time application status, EEO reports, and performance reports
- Customize job posting configuration to meet your Agency's needs
- Clone previous job announcements to save valuable time
- Improve communication between applicants and agency staff
- Improve data management and storage

Members

Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, NORCOM, Newcastle, Oak Harbor, Sammamish, Snoqualmie, Woodinville

Join Us Today

Call or email today for membership and implementation information. Contact info@eCityGov.net or call 425.452.4340



Business of the City Council City of Gig Harbor, WA

Subject: Heron's Key Project Facilitation Services Contract Amendment #2 – Stalzer and Associates

Proposed Council Action: Authorize the Mayor to execute Contract Amendment #2 with Stalzer and Associates.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Planning Director *JK*

For Agenda of: September 28th, 2015

Exhibit: Contract Amendment with exhibits

	Initial & Date <i>JB 9-17-15</i> <i>RW 9/21/15</i> <i>email 9/17/15</i> <i>JK 9/17/15</i> <i>JK 9/17/15</i>
Concurred by Mayor:	
Approved by City Administrator:	
Approved as to form by City Atty:	
Approved by Finance Director:	
Approved by Department Head:	

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

In November 2014, the City and Stalzer and Associates entered into a contract to retain a project manager for the development of the Heron's Key Retirement Community. Bill Stalzer of Stalzer and Associates serves as the point of contact and provide project facilitation services such as tracking an overall project schedule and coordinating submittal materials.

The amended contract is set to expire on September 30, 2015. Due to how the project has developed since this year, all parties, including Emerald Communities (the developer) agrees that an extension of services to December 31st, 2015 is needed to finish the permitting.

FISCAL CONSIDERATION

This work was not anticipated in the 2015-2015 Biennial Budget; however, Emerald Communities has agreed to the contract and they will reimburse the City for this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute Contract Amendment #2 with Stalzer and Associates.

**SECOND AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STALZER AND ASSOCIATES**

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract dated November 24, 2014, as amended June 22, 2015, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Stalzer and Associates, a sole proprietorship, located and doing business at 603 Stewart Street, Suite 512, Seattle, Washington, 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the permitting process for the Heron's Key Project and desires to extend consultation services in connection with the project; and

WHEREAS, Section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to December 31, 2015.

[Remainder of page intentionally left blank.]

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



and Associates

PLANNING, LAND USE
AND DEVELOPMENT SERVICES

Heron's Key Project Facilitation Services
Scope of Services
EXHIBIT A

As facilitator for the City of Gig Harbor on the Heron's Key project, Stalzer and Associates will provide the following land use services:

1. Working with city staff and the applicant, identify the various permits and land use decisions needed to implement the Heron's Key project.
2. Based on the information in item 1 above, prepare and regularly update a project schedule for submittals, staff reviews, applicant response, and approvals.
3. Work with the applicant and Olympic Property Group to provide a clear understanding of and coordination of the application and review process for each land use decision.
4. Facilitate the coordination of application materials and review responses by the applicant.
5. Facilitate a coordinated review process by city staff to ensure timely and efficient reviews, including meetings with city staff on a regular basis.
6. Serve as a point of contact with the applicant regarding project schedule, project issues, the status of applications and related matters.
7. Meet with the applicant and Olympic Property Group as needed.
8. Facilitate predictable and clear communication between the applicant and city staff.
9. Provide facilitation assistance as needed to ensure timely resolution of issues that arise during project reviews.
10. Attend public meetings and hearings related to the project as needed.
11. Conduct site visits as necessary.
12. Prepare brief bi-weekly status reports to the Planning Director.

The City will provide Stalzer and Associates with copies of information related to city codes, land use permit/approval application requirements, staff review comments/reports, and city land use recommendations and decisions relevant to the various applications, including SEPA, design review board recommendations/decisions, and decisions by the hearing examiner, planning commission and city council.

Services will be provided on a time and expense basis in accordance with the Schedule of Standard Fees and Reimbursable Expenses in Exhibit B. Bill Stalzer will provide facilitation services with assistance from contracted staff as needed.

The anticipated level of effort is:

Time to Complete: December 31, 2015
Estimated Total Hours: 300

Based on the anticipated level of effort and the Schedule of Fees and Reimbursable Expenses in Exhibit B, the contract amount is:

Fee Budget: \$39,000
Expense Budget: \$1,800
Estimated Total Budget: \$40,800



Business of the City Council City of Gig Harbor, WA

Subject: Maritime Pier Ground Water Monitoring – Professional Services Contract Amendment No. 1 – Robinson Noble, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute Amendment No. 1 to the Consultant Services Contract with Robinson Noble, Inc. an amount not to exceed \$1,775.00.

Dept. Origin: Public Works

Prepared by: Marcos McGraw
Project Engineer *MMG*

For Agenda of: September 28, 2015

Exhibits: Contract Amendment No. 1 to Professional Services Contract with Exhibits

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Dir.:

Approved by City Engineer:

Initial & Date

MA 9-23-15
Ron W 9/23/15
by email 9-22-15
9/23/15
9/23/15
9-23-15

Expenditure Required	\$1,775	Amount Budgeted	\$15,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

As a condition of the Department of Ecology’s (DOE) imposed Long Term Monitoring Plan, DOE requires both long term groundwater monitoring and completion of soil sampling. This contract provides for these above summarized activities and is one of the conditions imposed by DOE that needs to be satisfied in order for the City to obtain final DOE cleanup site approval.

FISCAL CONSIDERATION

This project is included in the City of Gig Harbor’s 2015/2016 Budget with a budgeted amount of \$15,000 from the Parks Operating Fund. The budget summary for this item is provided in the table below.

Project Funding:	
2015/2016 Budget Parks Operating, Objective 13	\$ 15,000.00
Consultant Services Expenses:	
Soil Sampling – Robinson Noble, Inc.	\$ 12,133.00
Amendment #1 – groundwater sampling	\$ 1,775.00
Total Remaining Budget:	\$ 1,092.00

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute Amendment No. 1 to the Consultant Services Contract with Robinson Noble, Inc. an amount not to exceed \$1,775.00.

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND ROBINSON NOBLE, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated June 8, 2015 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Robinson Noble, Inc., a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the monitoring of groundwater for the Maritime Pier Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed One Thousand, Seven Hundred, Seventy Five Dollars and Zero Cents (\$1,775.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

[Remainder of page intentionally left blank.]

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



ROBINSON[™]
NOBLE
Exhibit A

August 26, 2015

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

Subject: Amendment to include groundwater sampling to the soil investigation for the Maritime Pier property located at 3003 Harborview Drive, Gig Harbor, Washington (parcel no. 0221081187)

Dear Mr. McGraw,

Robinson Noble is pleased to provide this cost estimate for conducting additional groundwater monitoring at the above-referenced site. As noted in our telephone conversation, the City of Gig Harbor (City) wishes to include groundwater sampling with the submittal of an existing conditions report for the Maritime Pier property to the Washington State Department of Ecology. Below is a cost estimate for sampling of the two wells present at the property and for including the sampling results in an overall project report.

Task 1: Sampling

Robinson Noble personnel will sample both wells on the property utilizing a low-flow bladder pump and new polyethylene tubing. During purging, Robinson Noble personnel will measure and record water quality parameters using a Horiba water quality meter. Following stabilization, Robinson Noble personnel will collect samples filling three volatile organic analysis containers and one ½-liter glass amber container.

Task 2: Sample preparation, delivery, and analysis

Robinson Noble personnel will record each sample on a chain of custody form and deliver the samples to the laboratory following appropriate QA/QC procedures (cooler with blue ice, kept near 4 degrees Celsius). The laboratory, Libby Environmental, will analyze the samples for gasoline using Ecology Test Method NWTPH-Gx and diesel and oil using Ecology Test Method NWTPH-Dx/Dx Extended.

Task 3: Inclusion of results in the report and drum disposal

Robinson Noble will perform standard QA/QC analysis on the laboratory data and include the results in the overall site report. Langseth Environmental Services will dispose of the purged water from the sampling event.

Overall Project Cost

The requested sampling event is estimated to cost **\$1,775** as detailed in the table below.

Estimated Project Costs	
Robinson Noble professional services, supplies, and equipment	\$ 750
Subcontracted laboratory charges (includes 15% subcontract fee)	\$ 285

Marcos McGraw
City of Gig Harbor
August 26, 2015
Page 2

Subcontracted drum disposal (includes 15% subcontract fee)*	\$ 235
Equipment rentals, fees, bridge tolls, and mileage	\$ 505
Estimated Total	\$ 1,775

*Estimated IDW disposal for one drum at \$205 per drum

We understand this work will be completed under the existing City of Gig Harbor's project contract executed on June 8, 2015. We understand this will be a change order to the existing contract, and the change order agreement will be provided to us for execution following council approval. The added costs from the proposed changed order will bring the total cost of the project to be **\$13,908** (Original of \$12,133 + this estimate/change order \$1,775).

Project activities will begin immediately upon notice to proceed. We anticipate the overall project report will be ready for submittal within 15 working days after completion of field activities.

We hope this cost estimate is adequate for your needs. This estimate will be valid for 90-days following submittal. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson Noble project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction. We can be reached at (253) 475-7711.

Respectfully submitted,
Robinson Noble, Inc.



Michael P. Brady LG
Senior Project Geologist

attachments



General Fee Schedule

Exhibit B

January 2015

Professional Positions		Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist		\$175
Associate Engineer, Hydrogeologist or Environmental Scientist		\$160
Senior Engineer, Hydrogeologist or Environmental Scientist		\$135
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$117
Project Engineer, Hydrogeologist or Environmental Scientist		\$105
Staff Engineer, Hydrogeologist or Environmental Scientist		\$95
Senior Field Staff		\$86
Field Staff		\$69
Legal Support/Expert Witness Services/Testimony		150% of above rates
Support Positions		
Senior GIS/CAD Specialist		\$91
Senior Technician		\$91
Senior Administrator		\$80
GIS/CAD Specialist		\$80
Technician		\$80
Administrator		\$69
Clerical Support		\$69
Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	\$0.62/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
Field and laboratory testing/equipment rental		See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Hydrogeologic Equipment Rental Schedule
January 2015

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	Per day	\$25
Field Laptop Computer	Per day	\$40
Electric Water Level Sounder(s) 0 to 300 ft	Flat fee per project	\$30
over 300 ft	Flat fee per project	\$60
DC Submersible Purge Pump (Single Stage)	Per pump	List price + 10%
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment	Per day	\$500
Downhole Caliper Logging Equipment	Per day	\$350
Draw Works	Per day	\$600
Mechanical Sieve Sample Equipment	Flat fee per well	\$50
2-inch Gasoline-powered Centrifugal Pump (Includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment	Per day	\$200
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated
Digital Camera	Per day	\$10

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Environmental Equipment Rental and Consumable Schedule
January 2015

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$30
Electronic Interface Probe	Per day	\$75
DC Operated Peristaltic Pump	Per day	\$45
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$100
Low-Flow Bladder Pump	Per day	\$175
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$85
Soil Vapor Extraction System	Per month	\$750
Digital Camera	Per day	\$10
Other Equipment	Negotiated	Negotiated
<u>Consumable Items:</u>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
DC Submersible Purge Pump (Single stage)	Per pump	List price + 10%
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Bladders for Low-Flow Bladder Pump	Each	\$5.00
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Geotechnical Field and Laboratory Testing Schedule
January 2015

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinometer	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20
Resistivity 4-point Gauge	Day	\$300
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550
		\$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Project Estimate
Glg Harbor - 2 wells sampling

August 26, 2015



**ROBINSON
NOBLE**

Estimated Labor Costs

Staff Position	Rate	Total Estimated Hours	Estimated Labor Cost
Principal Hydrogeologist/Engineer	\$175.00	0.00	\$0.00
Associate Hydrogeologist/Scientist/Engineer	\$160.00	0.00	\$0.00
Senior Hydrogeologist/Scientist/Engineer	\$135.00	0.00	\$0.00
Sr. Project Geologist/Scientist/Engineer	\$117.00	1.00	\$117.00
Project Geologist/Scientist/Engineer	\$105.00	6.00	\$630.00
Staff Geologist/Scientist/Engineer	\$83.00	0.00	\$0.00
Field Technician	\$69.00	0.00	\$0.00
Technical Illustrator	\$91.00	0.00	\$0.00
Administrative Services	\$91.00	0.00	\$0.00
Clerical Services	\$69.00	0.00	\$0.00
Labor Totals		7	\$747.00

Estimated Direct Costs

General Office Supplies	--		\$0.00
Insurance Fees / Miscellaneous Costs	--	5	\$5.00
Travel Mileage	\$0.62	30	\$18.60
Water Level Sounder (one-time)	\$30.00	1	\$30.00
Low-Flow Bladder Pump	\$175.00	1	\$175.00
YSI Water Quality Meter (per day)	\$200.00	1	\$200.00
Tubing (per foot)	\$0.25	80	\$20.00
PPE (per person per day)	\$50.00	1	\$50.00
Direct Cost Subtotal			\$498.60
Handling Fee			\$7.00
Total Direct Costs			\$505.60

Estimated Subcontract Advancement/Reimbursements

Drum disposal (Langseth)	\$205.00	1	\$205.00
Diesel and/or Oil TPH	\$65.00	2	\$130.00
Gasoline TPH	\$60.00	2	\$120.00
Advancements/Reimbursements for Subcontractors			\$455.00
Handling Fee			\$68.25
Total Subcontracted Costs			\$523.25

Total Estimated Project Costs \$1,775.85

See Attached Fee Schedule



Business of the City Council
City of Gig Harbor, WA

Subject: Twawelkax Trail Habitat Management Plan – Professional Services Contract – Grette Associates, LLC.

Proposed Council Action: Approve and authorize the Mayor to execute Professional Services Contract with Grette Associates, LLC in an amount not to exceed \$4,773.40.

Dept. Origin: Public Works/Engineering

Prepared by: Trent Ward, PE *TW*
Senior Engineer

For Agenda of: September 28, 2015

Exhibits: Professional Services Agreement with Exhibit A – Scope of Work, Budget and Schedule Exhibit B – Schedule of Rates

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:

Initial & Date

56 9-23-15

Ron W 9/23/15

by email 9/22/15

CP 9/22/15

POD 9/22/15

Expenditure Required	\$ 4,773.40	Amount Budgeted	\$ 30,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

An identified 2015 Parks Development Objective provides for the completion of easement, environmental permitting and design in-house for the Twawelkax Trail that will connect the Cushman Trail to downtown Gig Harbor.

In 2011, Grette Associates completed a Wetland and Stream Analysis Report for the proposed Twawelkax Trail project, based on an interim trail alignment. At that time, specific trail design elements and construction methods were unknown and the alignment had not been confirmed, so a detailed impacts analysis and habitat management plan were not prepared.

This contract scope of work builds on the work previously completed by Grette Associates LLC and addresses those needs based upon the current design elements and construction methods and materials and final trail alignment, and will provide the City an evaluation of the anticipated impacts to wetlands, streams and their buffers from construction of the trail and will describe actions to be taken to offset the impacts, in order to complete the environmental permitting and final design for the project.

Construction of this trail is to be leveraged through volunteer resources.

FISCAL CONSIDERATION

This project is included in the City of Gig Harbor 2015/2016 Budget with a budgeted amount of \$30,000 from the Parks Development Fund. The budget summary for this item is provided in the table below.

The 2015-16 Parks Development Fund has allocated the following for this project:

2015-16 Budget for Twawelkax Trail, Objective No. 5	\$30,000.00
2015 & 2016 Expenses:	
Sitts & Hill Consultant Services Contract (Survey Work)	\$(2,152.00)
Grette Associates LLC Professional Services Contract	\$(4,773.40)
Remaining 2015-16 Budget =	\$ 23,074.60

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Professional Services Contract with Grette Associates, LLC in an amount not to exceed \$4,773.40.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Grette Associates LLC, a limited liability company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Design of Twawelkax Trail Project and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

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

TERMS

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

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Seven Hundred Seventy-Three Dollars and Forty Cents (\$4,773.40) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

4. **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.

5. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

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 attorneys 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, including the duty and cost to defend, 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. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for

coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

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

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

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

14. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

CONSULTANT:
GRETTE ASSOCIATES LLC
ATTN: Scott Maharry
2102 N. 30th St, Ste A
Tacoma, WA 98403
(253) 573-9300

City of Gig Harbor
ATTN: Trent Ward, P.E.
Senior Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit 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 Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES LLC**

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

RECITALS

WHEREAS, the City is presently engaged in Twawelkax Trail Project Design 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 Four Thousand Seven Hundred Seventy-Three Dollars and Forty Cents (\$4,773.40) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

4. **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.

5. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

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 attorneys 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, including the duty and cost to defend, 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. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for

coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

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

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

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

14. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

CONSULTANT:
GRETTE ASSOCIATES LLC
ATTN: Scott Maharry
2102 N. 30th St, Ste A
Tacoma, WA 98403
(253) 573-9300

City of Gig Harbor
ATTN: Trent Ward, P.E.
Senior Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit 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 Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

This Scope of Work cost proposal is for providing assistance to the City of Gig Harbor for permitting the construction of the Twalwelkax Trail alignment. The trail would extend from the Cushman Trail north and east to a terminus at Harborview Drive.

This Scope of Work would build on work previously completed by Grette Associates in the fall of 2011. Grette Associates completed a Wetland and Stream Analysis Report for the site, associated with an interim trail alignment. However, specific trail designs and construction methods were unknown at the time, so a detailed impacts analysis and habitat management plan were not prepared. This Scope of Work addresses those needs given the new designs and construction methods and materials.

Task 100: Field Verification

Grette Associates will conduct a brief field examination of the wetland boundaries identified in 2011 to verify their locations. This scope assumes that the boundaries identified in 2011 are still accurate. The currently designed trail alignment will also be investigated for previously unidentified wetlands.

Anticipated Schedule: The field verification will be completed the week of September 28.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 1	\$ 92.00	6	\$ 552.00
Administration	\$ 74.00	1	\$ 74.00
Mileage	\$*	30	\$ 18.00
Narrows Bridge toll	\$ 5.00	1	\$ 5.40
Insurance Certificate	\$80.00	1	\$80.00
TOTAL TASK 100			\$ 729.40

Task 200: Habitat Management Plan

Grette Associates will prepare a Habitat Management Plan to fulfill the requirements of the Gig Harbor Municipal Code. The Plan will describe the anticipated impacts to wetlands, streams and their buffers from construction and use of the proposed trail. In addition, the plan will describe actions to be taken to offset the anticipated impacts from the proposed project. This Plan will provide an analysis of both project alternatives: with the trail ending at Harborview Drive through private property, and the trail crossing the stream and ending at Harborview Drive on the treatment plant property. The HMP is required by GHMC 18.08.186, and will also include impacts and mitigation actions proposed for wetlands.

Anticipated Schedule: Grette Associates will submit the draft HMP to the City for review by October 16. The final report will be submitted to the City within 2 business days following receipt of the draft report with comments.

An estimated budget for Task 200 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$ 145.00	2	\$ 290.00
Biologist 1	\$ 92.00	40	\$ 3,680.00
Administration	\$ 74.00	1	\$ 74.00
TOTAL TASK 200			\$ 4,044.00

Estimated Contract Amount \$4,773.40

EXHIBIT B

SCHEDULE OF RATES

GRETTE ASSOCIATES^{LLC}
BILLING RATES
2015

<u>Title</u>	<u>Rate</u>
Principal	210.00
Biologist 5	145.00
Biologist 4	130.00
Biologist 3	115.00
Biologist 2	105.00
Biologist 1	92.00
Environmental Planner II	105.00
Administrative Assistant	74.00
Subconsultants	8% MU
Expenses ¹	8% MU
Mileage (per mile)	0.60
Copy Charge (per page)	0.10

¹Includes Narrows Bridge tolls



Business of the City Council City of Gig Harbor, WA

Subject: East Water Tank Seismic and Mechanical Upgrades Design – Consultant Services Contract

Proposed Council Action:

Authorize the Mayor to execute a Consultant Services Contract with Custom Coating Consultants, in an amount not to exceed \$9,000.00 for paint testing.

Dept. Origin: Public Works

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: September 28, 2015

Exhibits: Consultant Services Contract

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:

Initial & Date

JG 9-24-15
RW 9/24/15
Per Email Dated 9/23/15
[Signature] 9/24/15
[Signature] 9/24/15
[Signature] 9-24-15

Expenditure Required	\$9,000.00	Amount Budgeted	\$ 350,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A 2015/2016 budgeted objective provides for the East Water Tank Painting and Retrofit. This consultant services contract provides for the independent inspection and testing of the tank sand blasting and the tank priming and painting portion of the tank work.

FISCAL CONSIDERATION

The 2015-2016 City of Gig Harbor Budget includes most of the funding for this work in the Water Division - Capital budget. The remaining costs for these consultant services will be paid from the ending fund balance. The budget summary for this item is provided in the table below. All prices include WSST.

2015-2016 Budget for Water Division – Capital, Objective 8 & 9 (East Tank Seismic and Mechanical Upgrades)	\$ 350,000.00
Total Available	\$ 350,000.00
2015/2016 Expenses	
Consultant Services Contract– HDR Engineering, Inc.	(\$21,013.28)
Consultant Services Contract- Construction Testing Laboratories	(\$2,510.00)
Construction Contract – T Bailey	(\$316,820.00)
Change Order Authority for Construction Contract	(\$9,500.00)
Consultant Services Contract – Custom Coating Consultants LLC	(\$9,000.00)
Summary =	(\$8,843.28)

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Custom Coating Consultants, in an amount not to exceed \$9,000.00 for paint testing.

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
CUSTOM COATING CONSULTANTS, LLC

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

RECITALS

WHEREAS, the City is presently engaged in East Tank Structural Retrofit Project and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Nine Thousand Dollars and Zero Cents (\$9,000) 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, 2016**; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. **Indemnification.**

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. **Insurance.**

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be 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 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:
Custom Coating Consultants
ATTN: Mark Fica
P.O. Box 23789
Federal Way, WA 98093
(253) 904-8999

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

16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit 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

By: Mark C. Fica
Its: Owner (member)

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



*P.O. BOX 23789, Federal Way, WA 98093
(253) 904-8999 Office (253) 904-8897 Fax*

September 22, 2015

Mr. Marcos McGraw – Project Engineer
City of Gig Harbor

Subject: Price proposal for ongoing daily Quality Assurance Inspections for the recoating Interior & Exterior surfaces of the City of Gig Harbor East Water Tank project.

Mr. McGraw,

I respectfully submit the following estimate of costs to provide daily quality assurance inspections & testing. The following scope of work is submitted.

- Daily site visits to verify surface cleanliness.
- Inventory equipment and manpower.
- Test & record daily ambient conditions – 1 to 2 times per/day in location of surface prep and or coatings application.
- Monitor surface preparation and verify specific surface cleanliness is achieved prior to prime coat – SP6 & SP10.
- Test & record surface/Anchor profile from bare steel after surface preparation.
- Monitor mixing & thinning of materials prior to application.
- Monitors recoat times and pot life.
- Perform Dry Film Thickness (DFT) testing of each coat and verify compliance – SSPC-PA2 requirements.
- Verify surfaces are clean before recoating.
- Verify defects are corrected prior to additional coats.
- Review submitted QC reports by contractor.

I estimate that we will be onsite each working day (Mon-Fri) for 4.0 hrs (average) per day during the blasting phase and then 4.0 to 6.0 hrs during the paint phase. Daily accumulation of billable hours will likely average 6.0 hrs per/visit. Frequency of visits would be at the discretion of the owner, and progression of the contractor.

For coatings inspection and testing for this project, CCC will charge a rate of \$90.00 per/hr with a 4.0 hr minimum. Any requests for inspections on Saturday or Sunday will be billed at a rate of \$135.00 with a 4.0 hr minimum.

Painting contractor will provide all necessary access for field-testing & inspection.

All tolls for travel will be submitted for reimbursement.

We will not exceed \$9,000.00 for the duration of the project.

We look forward to working with you in the future.

Sincerely,

Mark Ficca
Owner/member
NACE Coating Inspector – Level 3 Certified w/ Bridge #9943
Custom Coating Consultants, L.L.C.



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

Subject: Maritime Pier Art Proposal

Proposed Council Action:

Authorize the Gig Harbor Arts Commission to award the project for Public Art at the Maritime Pier to Matthew Dockrey and to Direct staff to bring back an artist contract for approval of either:

- a) Option 1 - 7.5 foot high sculpture of a gig for \$23,300; or
- b) Option 2 – 10.5 foot long sculpture of a gig for \$27,050.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm / Charlee Glock Jackson

For Agenda of: September 28, 2015

Exhibits: Matthew Dockrey Proposal & Draft Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

JA 9-22-15
Ron W 9/22/15
by e-mail 9/22/15
EF 9/22/15

Expenditure	Amount	Appropriation
Required: \$27,050.00	Budgeted \$50,000	Required \$0

INFORMATION / BACKGROUND

In 2014, the Arts Commission issued a Call for Artists to professional artists in the Pacific Northwest and Alaska.

The criteria for the design asked that the artwork:

- honor our maritime heritage and incorporate physical, social, cultural or historical influences into the work
- be substantial and compliment or incorporate existing landscape context and uses of the site
- comprise durable materials with minimum maintenance requirements and maximum resistance to vandalism
- engage the community and visitors who use the space
- not exceed \$50,000 (all inclusive)

The Arts Commission received three responses, and after considerable discussion unanimously accepted the design submitted by Seattle sculptor Matthew Dockrey.

Mr. Dockrey’s original design (included in the packet) was of a rowboat (fabricated of stainless steel) resting against a formation of rocks or pilings (CorTen® steel). The rowboat image recognized the importance of rowboats for personal transportation in our town’s early days. The “rocks” add a reference to the natural environment. One of the rocks also serves as a bench.

At the request of the Commissioners, the Chair of the Arts Commission, Charlee Glock-Jackson conducted a phone interview with Mr. Dockrey asking him to consider replacing the rowboat with a "gig" to commemorate the original boat used in the "discovery" of Gig Harbor. He agreed and submitted two new renderings, one of which stays within the original size specifications, the other slightly larger than the specs.

He was also queried about the materials he plans to use and his ability to fabricate the piece. His portfolio includes a number of very exciting, unique works, though nothing quite like the "gig" proposal. Mr. Dockrey submitted two additional design proposals; Mod1 is 7.5 feet long and Mod2 is 10.5 feet long. Both designs are short for a gig, but the extra 3 feet in Mod2 provides the intriguing option of making the gig a mini-rain shelter for the bench-like "rock," which makes for a nice design element.

The Arts Commission is convinced that he can create a work that will enhance the historic significance of the Maritime Pier site and also will be easy to maintain.

BOARD OR COMMITTEE RECOMMENDATION

On July 14, 2015 the GHAC voted unanimously to forward a recommendation on to the Parks Commission for the Matthew Dockrey artwork to be placed near the entrance of the Maritime Pier. On September 2, 2015 the Parks Commission voted 4-2 to accept the recommendation coming from the Arts Commission. On September 14, 2015 both recommendations were presented to the Public Works Committee. After discussion, they decided to forward the gig proposal to the full Council for their consideration.

FISCAL CONSIDERATION

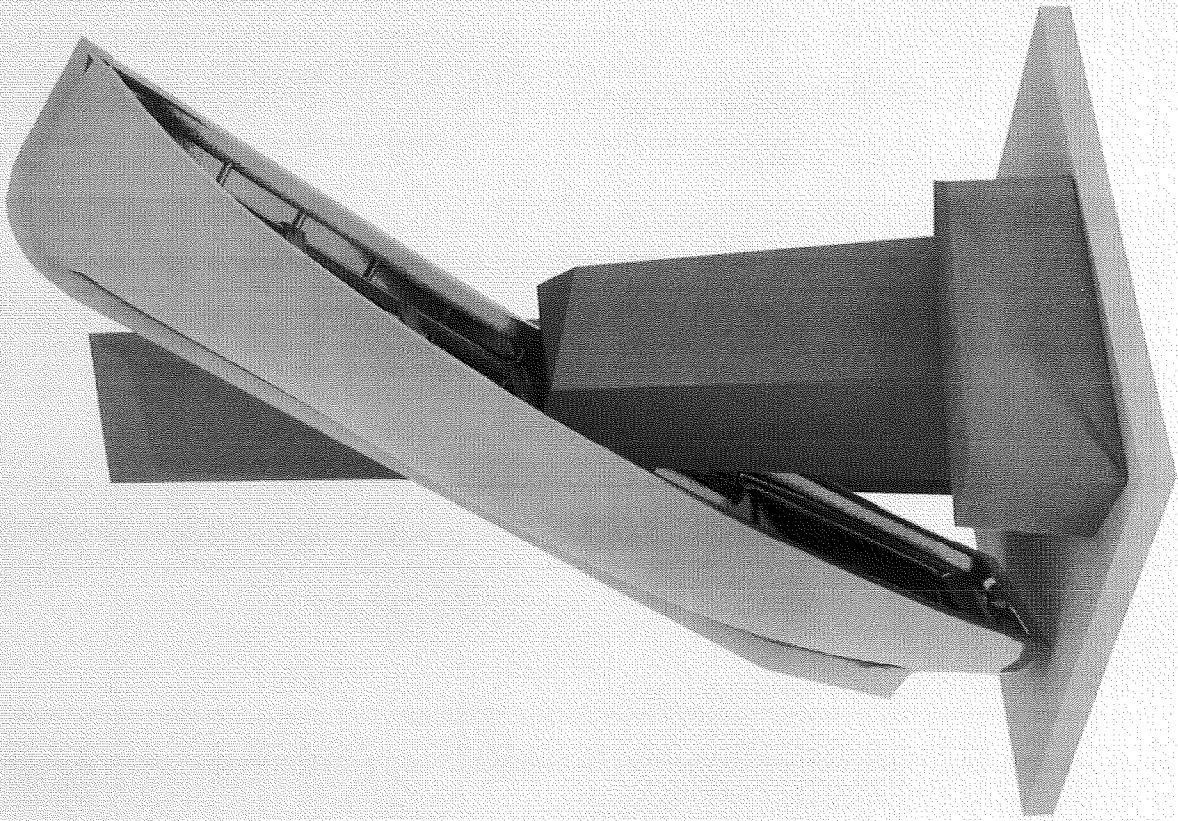
The budget amount is \$50,000. The original proposal for the rowboat was for \$23,300. There are two proposed modifications to the design to use a gig rather than the rowboat design:

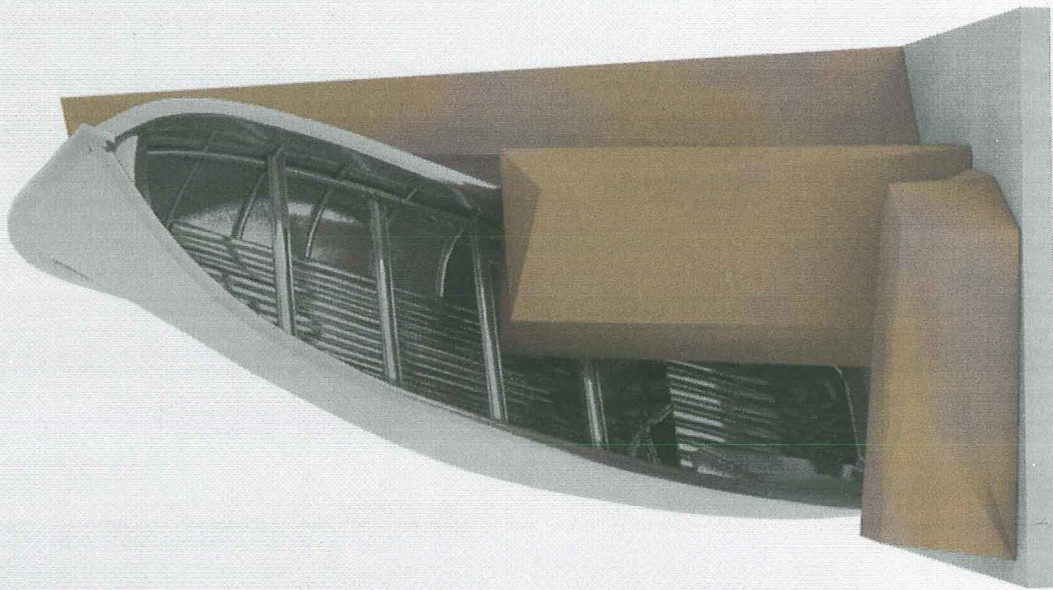
- **Option 1 is 7.5 feet long.** The cost would be the same as the original proposal: \$23,300
- **Option 2 is 10.5 feet long.** Mod2 would add \$3750 to the budget. (\$750 materials, \$3000 fabrication.): \$27,050

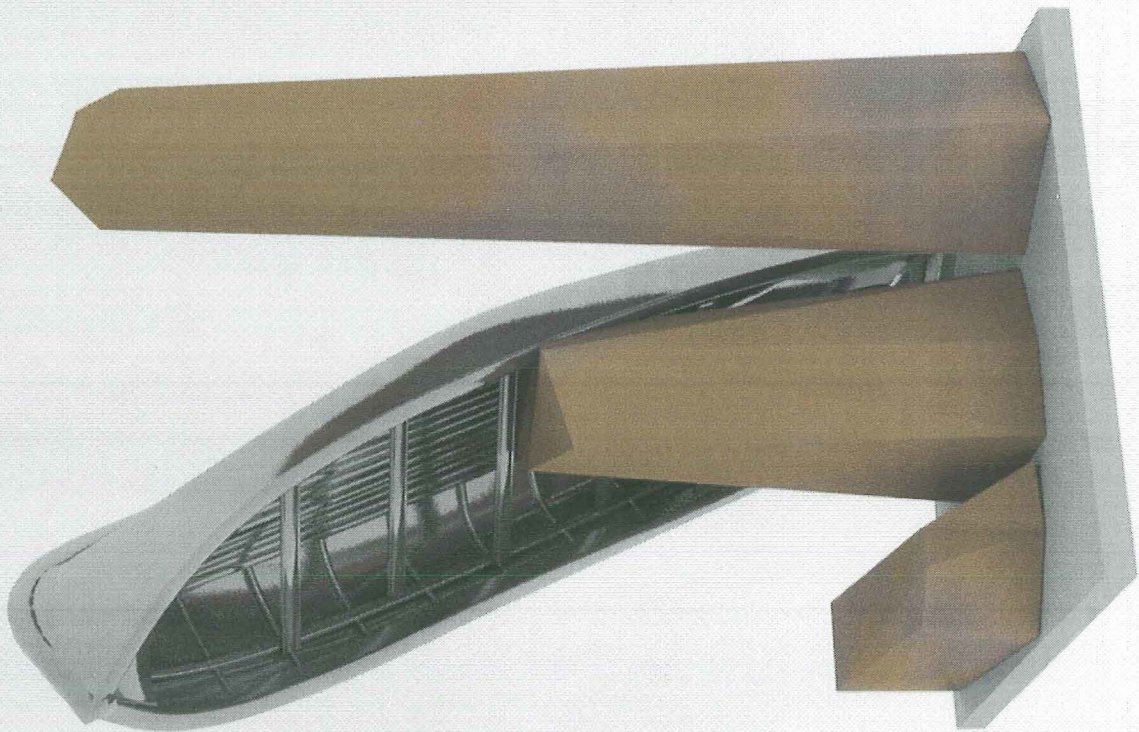
RECOMMENDED ACTION:

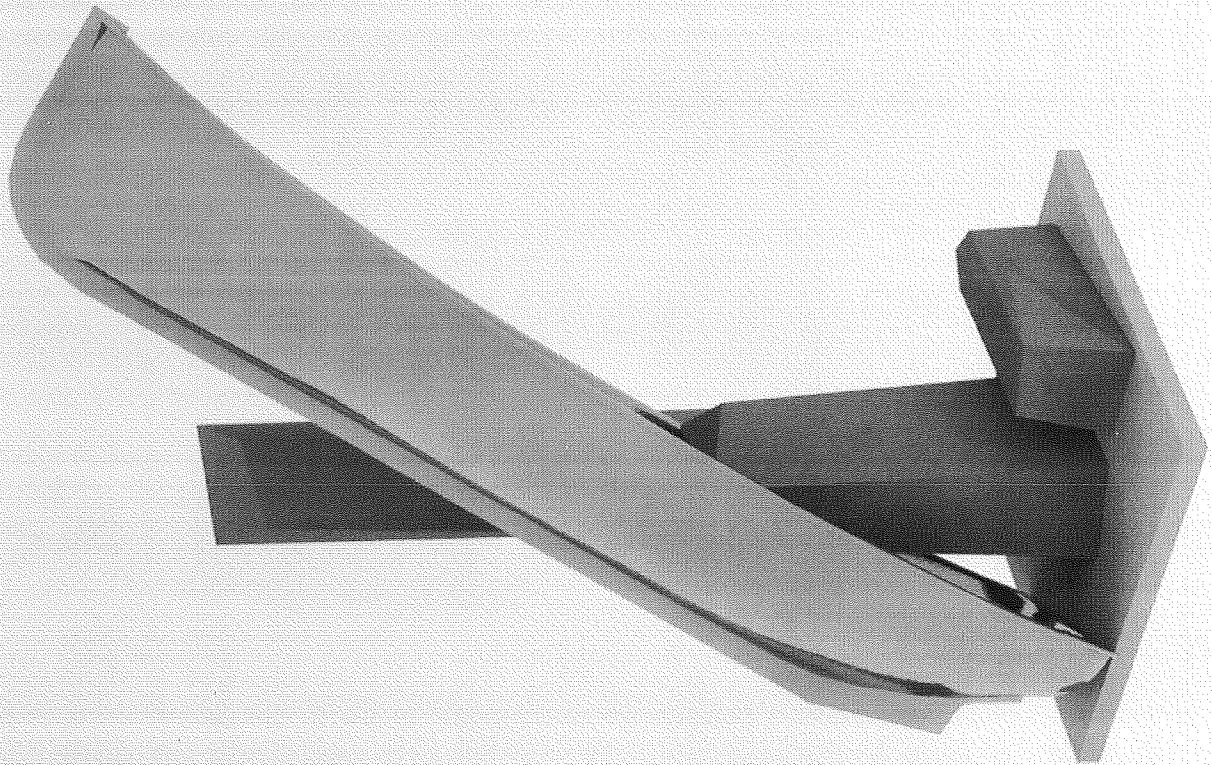
Authorize the Gig Harbor Arts Commission to award the project for Public Art at the Maritime Pier to Matthew Dockrey and to bring back an artist contract for approval for either Option 1 or Option 2.

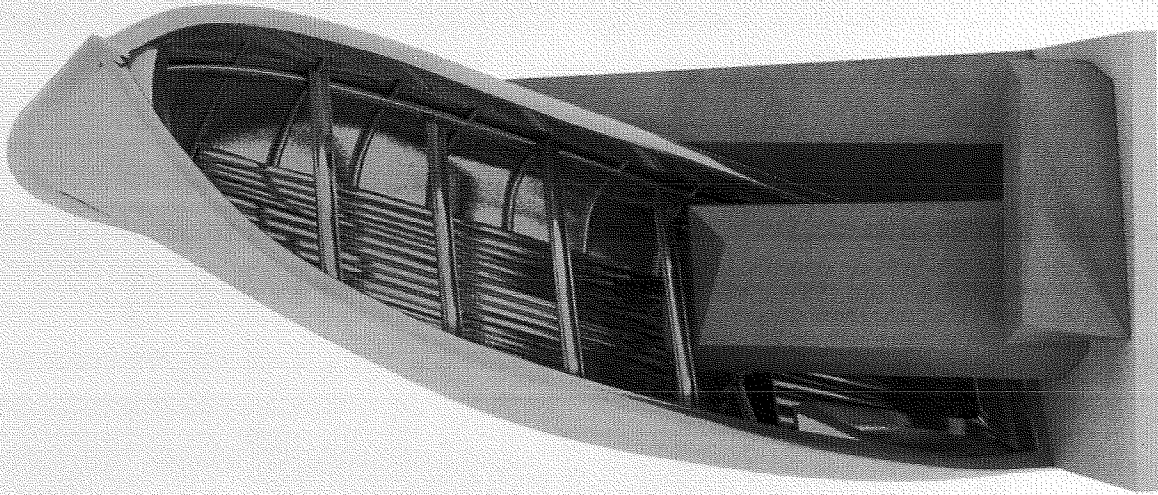


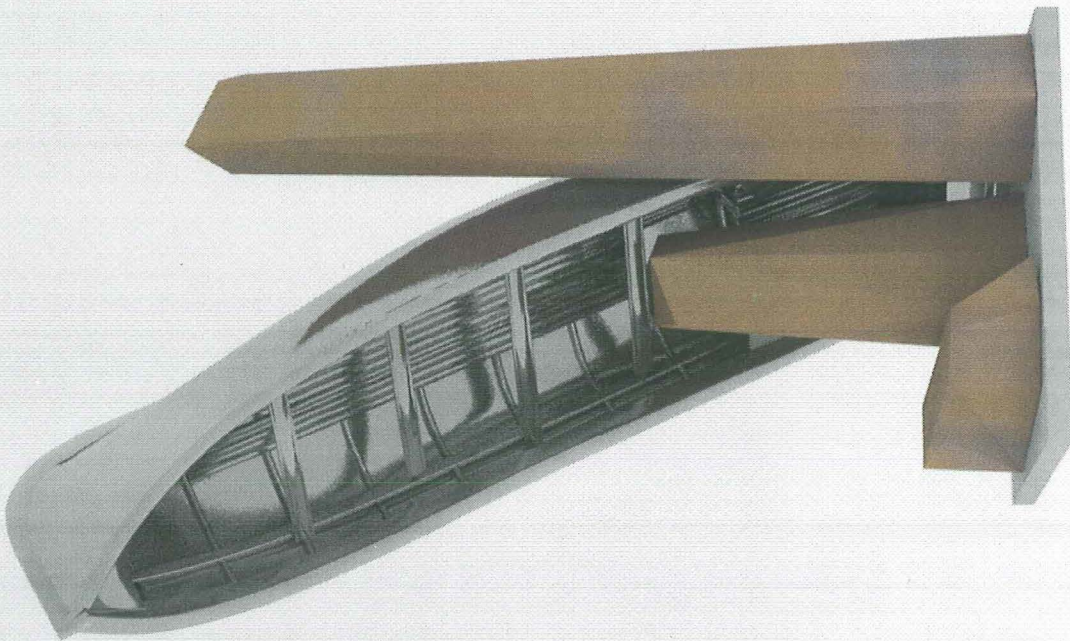












Modifications to the design to use a gig rather than the rowboat design:

Mod1 is 7.5 feet long. The cost would be the same as the original proposal: **\$23,300**

Mod2 is 10.5 feet long. These are both still quite short for a gig, by my understanding, but as you can see it is rapidly starting to overwhelm the design. Mod1 stays within the 4'x4'x7' bounding box originally specified, but mod2 projects out of it by 2.5'.

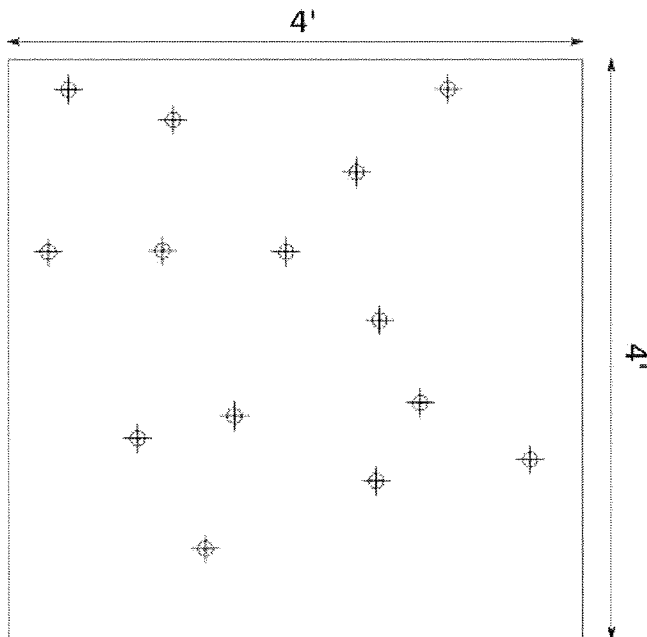
Mod2 does provide the intriguing option of making the gig a kind of mini rain shelter for the bench-like "rock", now that it is overhanging so far. In the rendered images I'm sending, I moved the bench over to take full advantage of this. I think this makes for a nice design element should we decide to go that route.

Mod2 would add \$3750 to the budget. (\$750 materials, \$3000 fabrication.): **\$27,050**

Installation Plan for “Landing”

The structure will need a concrete plinth to be cast in place. The plinth will be slightly rounded for drainage purposes. 14 stainless steel anchors will be set into the plinth as it is cast. The correct placement of the anchors will be guaranteed by means of a simple jig which the artist will provide.

The jig would be a piece of plywood with holes drilled for the anchors, looking something like this (pending final design):



After the plinth has set, the 4 individual pieces of the structure will be locked down onto the concrete anchors. Placement of the pieces will not require heavy equipment, as each section will be light enough to be easily moved by a few people. Tamper-resistant security nuts (such as Penta-Nut) will be used for the attachment, preventing casual vandalism and theft.

Maintenance Plan for “Landing”

Regular maintenance

In this climate, the structure should be hosed down at least once a year to remove accumulated bird droppings and other dirt. A pressure washer should not be used, however, as it could pry apart the layers of the stainless steel boat.

The weep holes at the base of the weathering steel sections should be checked to make sure they aren't clogged a couple of times a year. While this is being done, the attachment points should be checked for corrosion.

Graffiti

The best response to graffiti depends on which part of the structure it is on.

Weathering steel

Following the GSA guidelines

(http://www.gsa.gov/graphics/pbs/GSA_FineArts_2_Sculpture.pdf) it is best to remove paint graffiti using solvents if possible. However, a light sanding to fully remove graffiti that has penetrated to a deeper level might be unavoidable. This will not damage the structure, but it will reveal a fresh layer of steel that might take a few months before its surfaces rusts to match everything else. Graffiti that is scratched into the surface should be left alone, as it will soon rust over on its own.

Stainless steel

Because it doesn't have the layers of protective rust, solvents will more reliably remove paint from stainless. Scratch graffiti can be lightly sanded to remove it, though this will leave a visible dull patch behind.

Corrosion

Corrosion will primarily be handled through the choice of materials. The stainless steel of the boat and the weathering (AKA Corten) steel of the rocks and pilings will withstand the elements well. The design of each component will make sure that there are no opportunities for water to pool, which particularly on the weathering steel can lead to accelerated corrosion. This will include weep holes at their base, just in case water ever does get inside of them. In addition, the concrete plinth they are attached to will be made with a slight slope to prevent standing water at their base. Combined with stainless steel anchors, this should result in a long-lasting attachment system.

If, in spite of these precautions, repairs are ever needed, the tessellated design of the weathering steel sections will make patches easy to fabricate and non-obtrusive to the overall design. It would be well within the capabilities of any welding shop to perform.

The City of Gig Harbor Arts Commission
City Clerk's Office
3510 Grandview Street
Gig Harbor, WA 98335

Please accept this as my submission to the "Public Art at Maritime Pier" Request for Proposals.

I was very excited to see this call, as my work often draws from historical and industrial inspirations. The deep maritime influence on Gig Harbor provides a great source of material to work with.

Please let me know if you have any questions. I'm happy to discuss potential changes to the design.

Thank you for consideration of my proposal,
Matthew Dockrey

Matthew Dockrey
11220 Fremont Ave N
Seattle, WA 98133
206.395.9142
mrd@attoparsec.com
www.attoparsec.com
@attoparsec

Education

2000 B.Sc. Computer Science, University of Washington – Seattle, WA
2009 M.Sc. Computer Science, University of British Columbia – Vancouver, BC, Canada

Experience and honors

2015 – Chosen as an artist for the “Astronauts on the Town” project by the Boeing Museum of Flight.

2015 – Winner of the design competition for the 2015 Hugo Award base, including the manufacturing contract for 32 bases.

2014-2015 – Member of the Ignition Northwest Art Council.

2014 – Installed my second large kinetic sculpture “GMBLMZ” at Burning Man.

2014 – Winner of the “Longitude Punk'd” competition hosted by the National Maritime Museum of London. My winning piece, “Celatone”, was subsequently on display at Greenwich Observatory.

2013 – Winner of the Ignition Northwest Pratt Scholarship.

2013 – Featured on the Discovery Channel for my device the “Cocktail Engine”.

2012 – Awarded a Burning Man honorarium for my first large kinetic sculpture “Harmonic Fire Pendula”.

References

Marco Mazzoni
Art Council Chair, Board of Directors for Ignition Northwest
marco@ignitionnw.org

Maria Partridge
Artist Advocate, Burning Man
maria@burningman.org

Elizabeth Scarborough
Associate Director of Art Management, Burning Man
bettiejune@burningman.org

Project narrative

Two things proved particularly inspiring to me when researching the history of Gig Harbor: the use of rowboats for personal transportation in its early history, and its industrial heritage including shipyards and lumber mills. The design I am presenting here draws from both of these sources.

The piece has the form of wood rowboat, resting against a series of rocks and pilings. It is a scene that would have been repeated hundreds of times over the years at that very spot. One of the rocks in the composition doubles as a bench, to allow for quiet contemplation of the natural beauty of the site. However, instead of wood planks, the boat is to be made of strips of stainless steel bent into shape and riveted together with hammer and forge. The rocks and pilings will be made of welded, rusted steel, composed of highly stylized and angular shapes. The beauty and energy of a working waterfront is as much industrial as it is natural, and it is that contrast that I am trying to capture.

The materials and construction technique were selected for their durability as well as their beauty. The “planks” of the rowboat will be made from stainless steel. The rocks and pilings will be made from A606 weathering steel, an alloy designed for long term outdoor use. All can be expected to last for several decades.

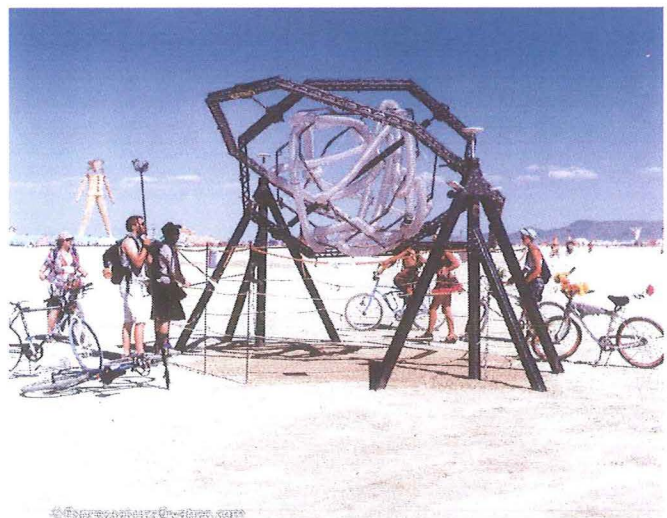
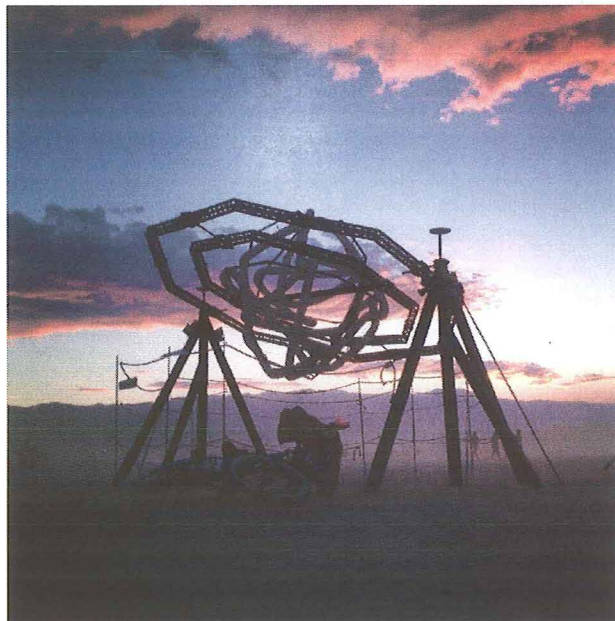
Examples of work

These are past projects of mine on a scale similar to this proposal. Examples of my other work can be found on my web page: attoparsec.com/artifacts/

GMBLMZ

Kinetic installation made for Burning Man 2014

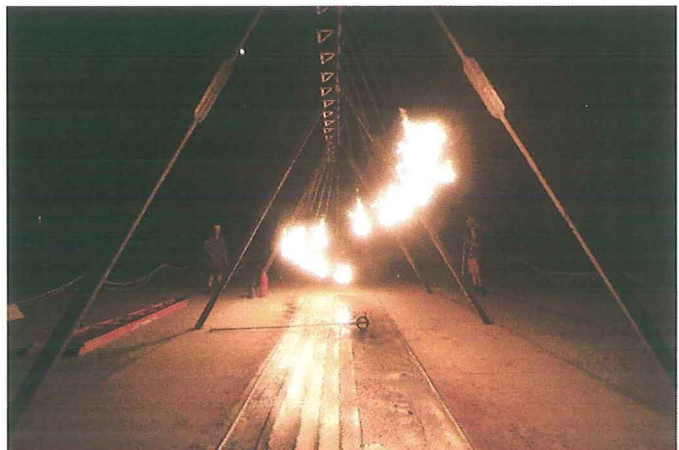
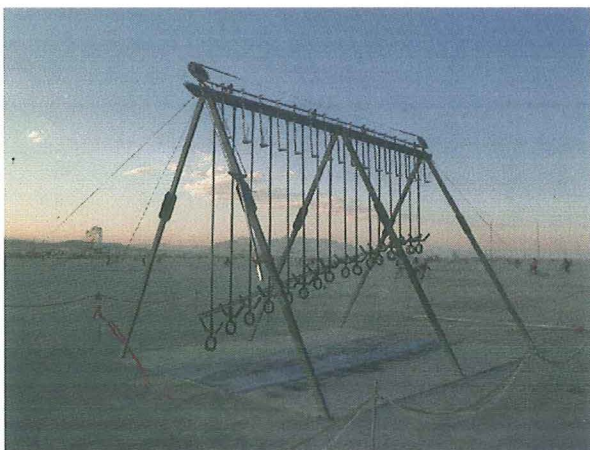
Steel, 18' long, 12' wide, 16' high



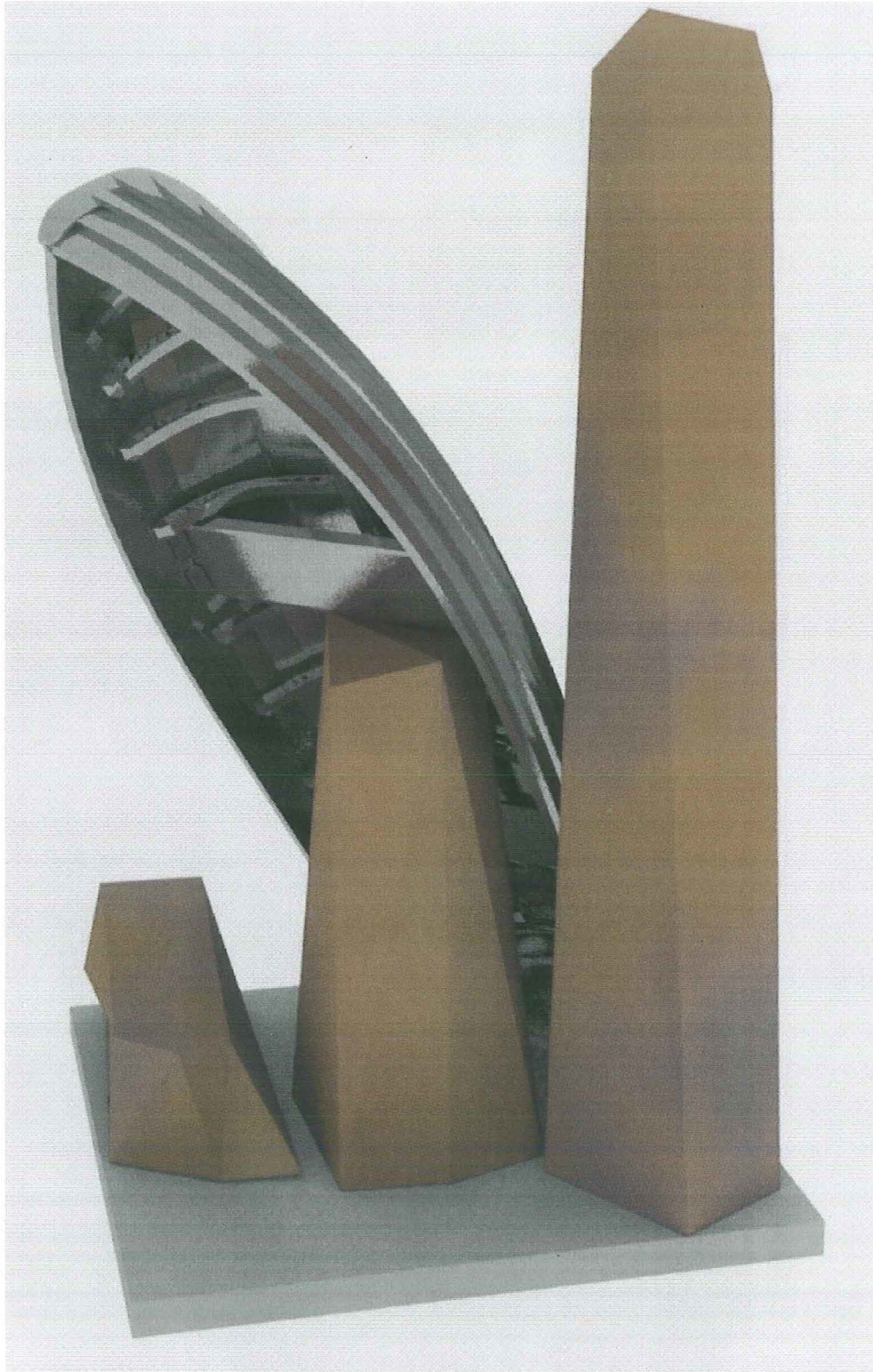
Harmonic Fire Pendula

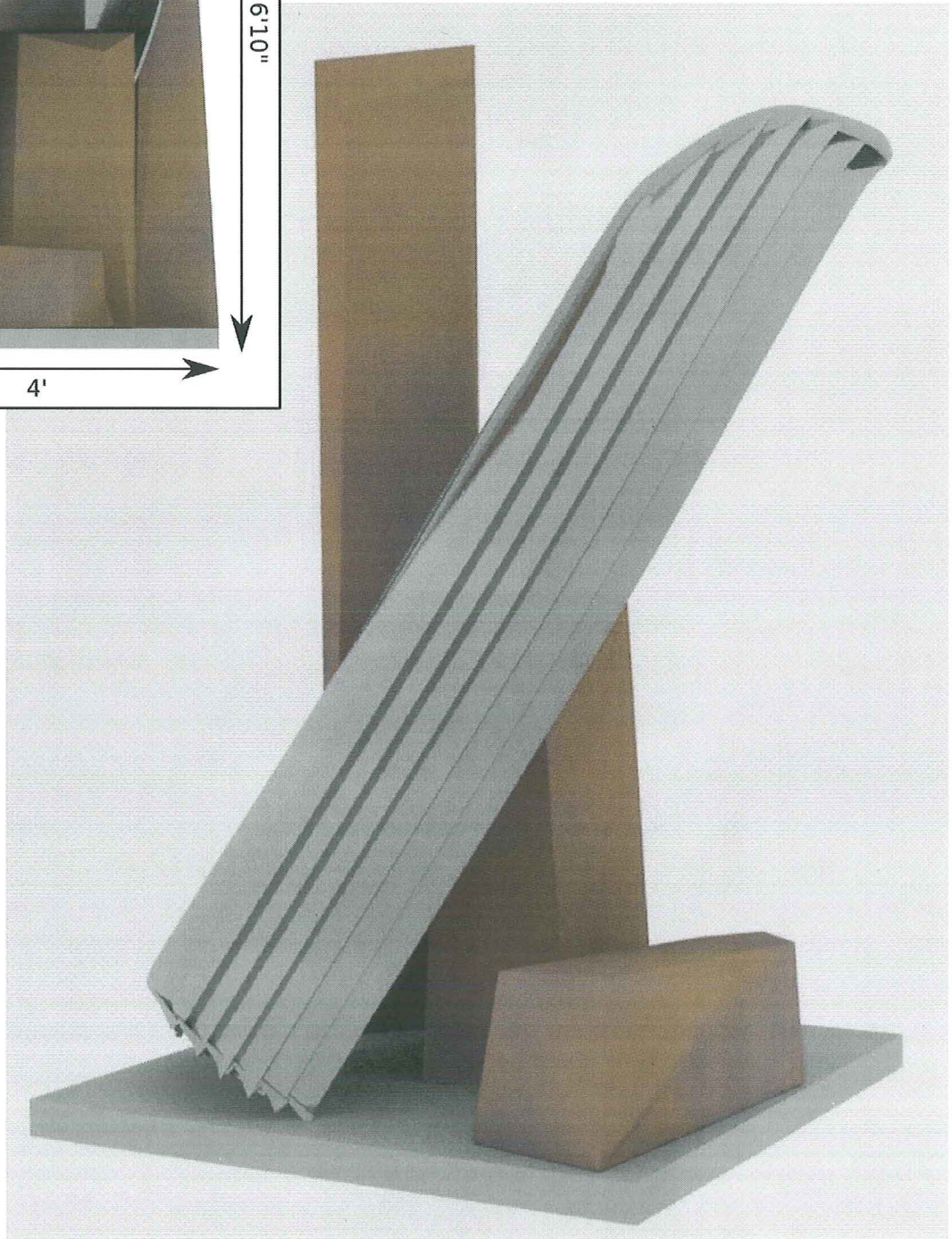
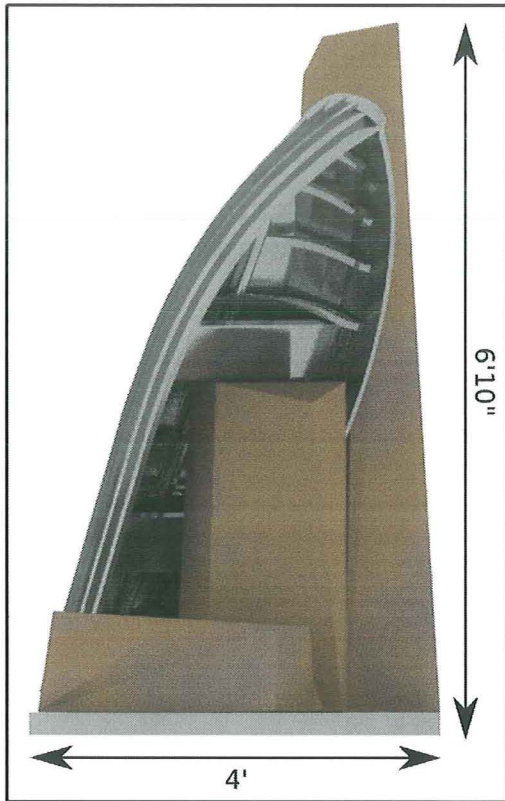
Kinetic installation made for Burning Man 2012

Steel and kerosene, 20' long, 14' wide, 14' high



Graphic rendering





Budget

Materials

Stainless steel	\$1,750
Weathering steel	\$1,000
Misc (rivets, mounting hardware)	\$150
Subtotal	\$2,900

Fabrication

Waterjet cutting services	\$750
Machining services	\$1,000
Welding supplies	\$250
Labor	\$12,000
Subtotal	\$14,000

Installation

Truck rental	\$150
Concrete pad	\$750
Labor	\$500
Subtotal	\$1,400

Other

Artist's fee	\$3,000
Contingency (10%)	\$2,000
Subtotal	\$5,000

Total	\$23,300
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**ARTIST SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MATTHEW DOCKREY**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Matthew Dockrey, a visual artist, (hereinafter the "Artist").

RECITALS

WHEREAS, the City desires that the Artist perform services necessary to create and place a piece of artwork at the MARITIME PIER (the "Site"); and

WHEREAS, the City does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of the Artist to provide the necessary services for the project; and

WHEREAS, the Artist has represented to the City that the Artist has the education, training and expertise to provide the necessary services for the project and has signified a willingness to furnish artistic services to the City;

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

Section 1. Retention of Artist - Scope of Work

The City hereby retains the Artist to provide the artistic services herein described, and the Artist agrees to provide artwork to the City, as described in **Exhibit A**, (insert either Option 1 or Option 2) attached hereto and incorporated herein.

A. The Artist shall provide the City with the Artwork by performing all services and work on or before the deadlines established in **Exhibit B** attached hereto and incorporated herein.

B. The Artist shall determine the artistic expression, scope, design, size, material, texture, color and location of the artwork within the guidelines set forth by the Gig Harbor Arts Commission, approved by the City and as described in **Exhibit A**.

C. The City may request revisions to the artwork for practical (non-aesthetic) reasons beyond the scope of the proposal. The City recognizes that additional fees may be charged for additional services provided by the Artist that are not included herein (or in any of the Exhibits).

D. The Artist reserves the right to make minor changes to the Artwork as deemed aesthetically and structurally necessary. The Artist shall present any significant changes, such as (1) changes in scope, design, color, size, material or texture of the artwork; (2) change of

location on the site; or (3) changes in preparation or maintenance of the artwork, to the City for review and approval. Any revisions submitted by the Artist and approved in writing by the City, shall be incorporated in this Agreement.

Section 2. Duration/Time for Completion

This Agreement shall commence upon execution by the duly authorized representatives of both parties. The Artist shall notify the City when the Artwork is completed and is ready for delivery and installation by the Artist. The Artist shall deliver and install the completed Artwork at the Site on or before _____.

Section 3. Review of Work in Progress

The City or its representatives shall have the right, at reasonable times, to view the Artwork during the fabrication and installation. The Artist shall submit written progress reports (if requested by the City) to the City, so that the City can determine the completion of the phases of the Artwork, as set out in Section 4, Payment.

Section 4. Payment

A. The City shall pay the Artist an amount not to exceed _____ for completed work and/or services related to this Agreement and the Artwork, only as provided hereunder. Such payment shall be full compensation for the Artwork, including all work and services described in this Agreement, and any Exhibits attached hereto. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. This amount includes all applicable sales/use tax, and all other costs contemplated in this Agreement, such as transportation, insurance, etc.

B. The City shall make progress payments to the Artist, after verification of completion of each of the phases of the work, as set forth in **Exhibit B**. In order to receive payment, the Artist shall notify the City of the completion of a particular phase through the submission of an invoice. The City shall determine whether a particular phase is complete, and if it is complete, the City shall pay the invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Artist 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.

C. Final payment will be made after the City determines that the Artwork is complete. In order to obtain final payment, the Artist shall provide the City with the Artist's resume, an artist specification sheet, a technical description of the Artwork, and the Artist's maintenance recommendations for the Artwork.

D. The Artist shall be responsible to pay all fees, materials, supplies, equipment, labor of assistants, communications between the Artist and the City, studio space, travel, sustenance, transportation, storage, rentals and installation necessary to fulfill the requirements of this Agreement.

Section 5. Warranty as Original; Prohibitions on Copies of Artwork

The Artist acknowledges that the City has commissioned the Artwork that is the subject of this Agreement. The Artist warrants that the Artwork is solely the result of the artistic effort of

the Artist, is unique and original, has not been accepted for sale elsewhere, is free and clear of any liens from any source, and does not infringe upon any copyright. The Artist reserves the rights to remain the owner of drawings, molds, clay maquettes, and models of the work. The Artist gives permission to the City to reproduce photographs of the work for brochures, newsletters or other media as produced and distributed by the City. The Artist reserves all rights under copyright laws to the work, but shall make no exact duplications to full scale of the Artwork.

Section 6. 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 or profession that encompasses the specific service or artwork provided to the City hereunder, no agent, employee, representative or sub-consultant of the Artist shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Artist is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Artist. The Artist will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Artist performs hereunder.

Section 7. Assignment, Transfer, Subcontracting

Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other party. The Artist may subcontract portions of the Artwork at the Artist's expense, provided that said subcontracting shall not affect the design, appearance or visual quality of the Artwork and that such work is carried out under the personal supervision of the Artist.

Section 8. Termination

A. Termination of Agreement. The City may terminate this Agreement with or without cause at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Artist's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Artist in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Artist to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section 4 above. After termination, the City may take possession of the Artwork and all supplies and materials in the Artist's possession which were paid for by the City pursuant to this Agreement. Upon termination, the City may hire another Artist to take over the work and prosecute the same to completion, by contract or otherwise.

Section 9. Discrimination

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

Section 10. Indemnification

The Artist shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Artist's own risk, and the Artist shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Artist for use in connection with the work. The Artist shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Artist's work when completed shall not be grounds to avoid any of these covenants of indemnification. In addition, the Artist shall indemnify and defend the City in any suit or claims for infringements of copyrights and patents rights, and shall hold the City harmless from loss on account thereof.

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

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

Section 11. Artist's Warranties

The Artist warrants that the installed Artwork shall be AS depicted in **Exhibit A** herein, and that the Artwork will be free from defects or other faults in material and workmanship, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the Artwork. The Artist further warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance recommendations provided by the Artist to the City.

If either party recognizes faults or defects in the Artwork, it shall be brought to the immediate attention of the Artist. The Artist shall be responsible to correct any defects or faults in the Artwork that are brought to the Artist's attention within the warranty period of one (1) year after the date of final payment. This warranty shall apply only to the Artwork or the portion of the Artwork completed and installed by the Artist.

If any defects or faults appear during the warranty period, the Artist shall repair or replace the defect(s) at the Artist's sole cost and expense. The Artist shall not be responsible for any damage to the Artwork which is caused by the City, third parties or acts of God.

Section 12. Ownership of the Artwork

All ownership, rights, title and interest in the Artwork shall pass to the City upon the City's final payment to the Artist, or upon termination, as set forth herein.

Section 13. Repairs and Maintenance

A. The City recognizes that regular maintenance of the Artwork is essential to the integrity of the Artwork. The City shall reasonably assure that the Artwork is properly maintained and protected, taking into account the written instructions and recommendations of the Artist, and shall reasonably protect and maintain the Artwork against deterioration with time and abuse of vandals.

B. The City shall be responsible for making all necessary repairs or restoration of the Artwork, except as provided under the Artist's Warranty herein. However, the City's responsibility for repairs and restoration of the Artwork is, by law, contingent upon receipt of adequate appropriations for this purpose.

C. Where possible, the Artist shall be consulted as to his/her recommendations regarding repairs and restorations of the Artwork, during the lifetime of the Artist. To the extent practical and in accordance with accepted principles of conservation, the Artist may be given the opportunity to accomplish repairs and restorations and shall be paid a reasonable fee for such services, if utilized.

Section 14. Insurance

A. The Artist 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 Artist's own work including the work of the Artist's agents, representatives, employees, sub-consultants or sub-contractors, and including damage to the Artwork until the date the City accepts (in writing) the installed Artwork. The responsibility for and risk of damage to or loss of the Artwork during fabrication, transportation, and installation up to the date of the City's written acceptance shall be solely that of the Artist.

B. Before beginning work on the Artwork described in this Agreement, the Artist shall provide evidence, in the form of a Certificate of Insurance, of insurance coverage to satisfy the requirements of this Agreement.

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

D. The City reserves the right to receive a certified and complete copy of all of the Artist's insurance policies.

E. It is the intent of this Agreement for the Artist's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City.

F. The Artist shall request from his/her 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 Artist's coverage.

Section 15. Compliance with Law

The Artist 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.

Section 16. 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.

Section 17. Resolution of Disputes and Governing Law

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

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

Section 18. Written Notice

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

ARTIST
Matthew Dockrey
11220 Fremont Ave N
Seattle, WA 98133
(206) 395-9142
mrd@attoparsec.com

CITY OF GIG HARBOR
Jeff Langhelm
Public Works Director
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 853-7630

Section 19. Modification

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

Section 20. Severability

If any provision of this Agreement or any provision of the Exhibits to this Agreement are found by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision. To this end, the provisions of this Agreement are declared to be severable.

Section 21. 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 on this _____ day of _____, _____.

ARTIST:

THE CITY OF GIG HARBOR

By: _____
Matthew Dockrey

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance Amending the 2015-2016 Budget

Proposed Council Action: Hold a public hearing and consider approval of the ordinance at second reading.

Dept. Origin: Building/Fire Safety

Prepared by: Paul Rice *PR*

For Agenda of: September 28, 2015

Exhibit: Draft Ordinance and Work Load Graphs

	Initial & Date
Concurred by Mayor:	<i>JB 9-24-15</i>
Approved by City Administrator:	<i>RW 9-24-15</i>
Approved as to form by City Atty:	<i>amail 9-24-15</i>
Approved by Finance Director:	<i>DF 9/24/15</i>
Approved by Department Head:	<i>PR 9/24/15</i>

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

With the economic downturn in 2008 the Building/Fire Safety Department experienced a significant reduction-in-force taking the department to staffing levels below those of 2002. Since 2011 the department's workload has increased considerably and consistently without reinstatement of either administrative or inspection staff resulting in increasing delays in permit processing. The trend toward growing workloads for the department's staff appears set to continue with significant residential and commercial development in the pipeline.

In order to maintain the department's level of service, which has been a contributing factor to our construction industry's early recovery and resulting positive effect on City revenues, the Department proposes reinstating a 1.0 FTE Building Assistant and a 1.0 FTE Building Inspector position in the 2015-2016 budget. We believe the figures support these added positions which will allow us to continue to meet our performance measures and statutory responsibilities while ultimately supporting the health of our construction industry and economy.

FISCAL CONSIDERATION

Permit fees will be sufficient to cover the additional personnel costs as a result of adding these two positions.

RECOMMENDATION/MOTION

Consider approval of the ordinance at second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S 2015-2016 BUDGET; REINSTATING TWO FULL-TIME POSITIONS WITHIN THE BUILDING & FIRE SAFETY DEPARTMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Building & Fire Safety Department has experienced a consistent and significant increase in permitting activity over the past 4 years; and

WHEREAS, management has been extremely conservative in not adding additional staffing during this time period; and

WHEREAS, in order to meet the increasing demand and maintain an acceptable level of service additional staffing is needed; and

WHEREAS, the Building & Fire Safety Director requests the addition of a 1.0 FTE Building Assistant and a 1.0 FTE Building Inspector to respond to the increased permit processing, plan review and inspection demands; and

WHEREAS, construction and permit fees are expected to be sufficient to cover the additional costs of these positions.

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL DOES ORDAINS AS FOLLOWS:

Section 1. The 2015-16 Biennial Budget for the General Fund shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
Licenses and Permits Revenue	\$2,072,576	\$2,573,157

Fund/Department	Original Appropriation	Amended Appropriation
Building & Fire Safety	\$1,208,860	\$1,709,441

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

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

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this __ day of September, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

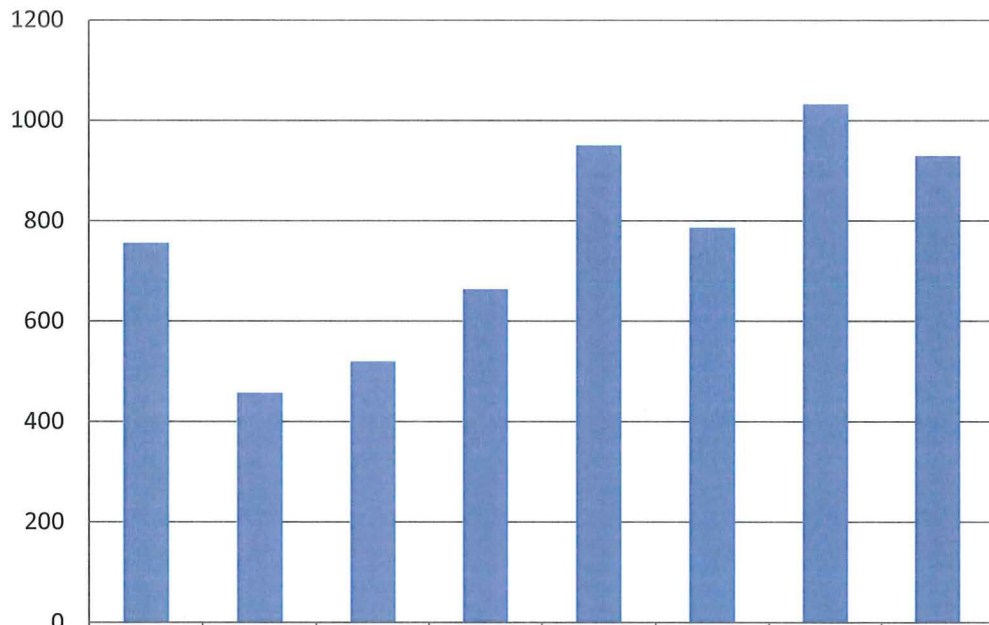
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 09/23/15
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

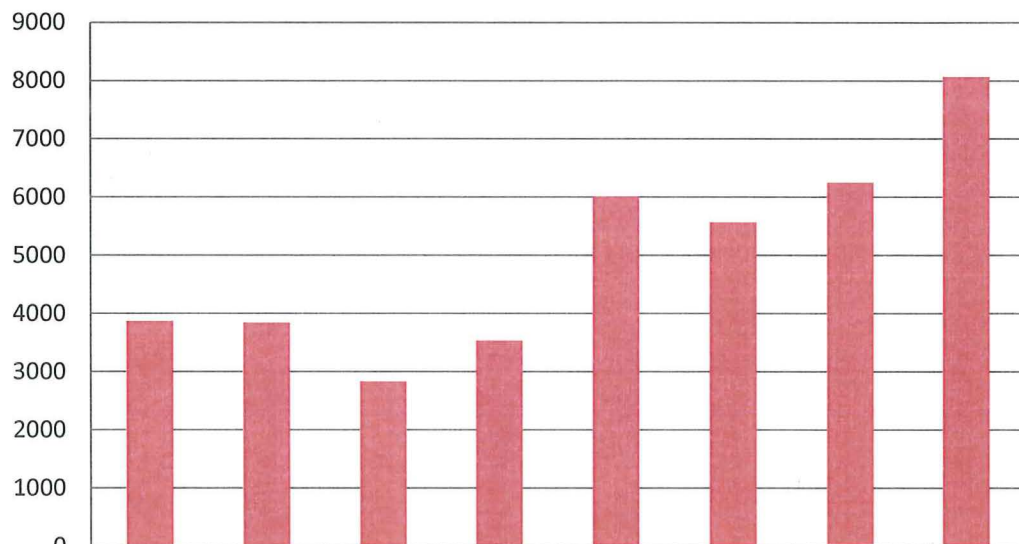
PERMIT APPLICATIONS



■ PERMIT APPLICATIONS

2008	2009	2010	2011	2012	2013	2014	2015 PRO
756	458	520	664	951	787	1033	930

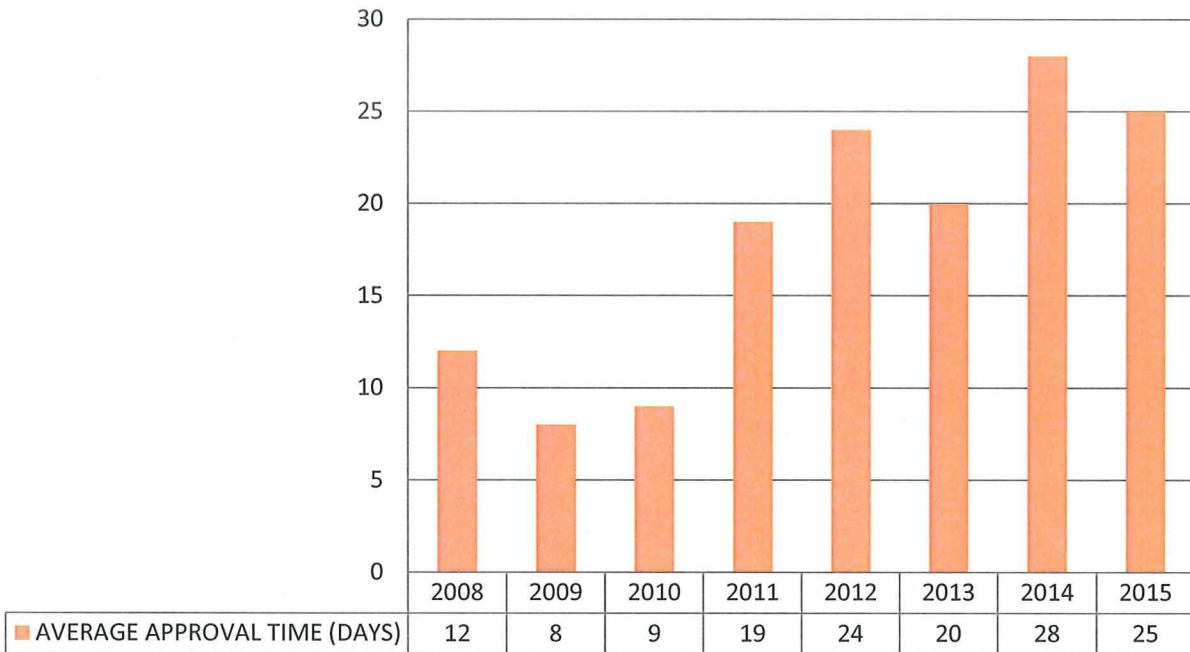
INSPECTIONS MADE



■ INSPECTIONS MADE

2008	2009	2010	2011	2012	2013	2014	2015 PRO
3877	3847	2837	3542	6016	5575	6253	8070

AVERAGE APPROVAL TIME (DAYS)



DEPARTMENT STAFF

