

GIG HARBOR CITY COUNCIL MEETING



May 12, 1997

7:00 P.M., CITY HALL COUNCIL CHAMBERS

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
May 12, 1997 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

The Spirit of '2000'.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Jerisich Dock Improvement Project - Update.
2. Jerisich Dock Improvement Project - Grant Agreements.
3. Jerisich Dock Improvement Project - Consultant Services Agreement.
4. Coultercrest Condominiums - Sidewalk Easement.
5. East/West Roadway - Contract Revisions.
6. Ordinance Establishing an Auditing Officer.
7. 1997 Job Description Update.
8. Resolution Adopting Personnel Policies.

MAYOR'S REPORT: Pride in Personnel.

COUNCIL COMMENTS:

STAFF REPORTS:

Chief Mitch Barker - Gig Harbor Police Department.

ANNOUNCEMENTS OF OTHER MEETINGS:

Second Council Meeting in May - Tuesday, May 27 (due to Memorial Day Holiday on the 26th).

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: For the purpose of discussing litigation, potential litigation, and property acquisition.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF APRIL 28, 1997

PRESENT: Councilmembers Platt, Picinich, Owel, Ekberg, Markovich and Mayor Wilbert.

PUBLIC COMMENT:

Kip Otteson - PO Box 1462, Gig Harbor. Mr. Otteson said he came to talk about the proposed project to construct a Skateboard Park. He explained that his group had met at least 30 times since September, and that they are in the process of submitting a grant application for approximately \$80,000 in matching funds to construct the Skateboard Park. He added the site had not yet been fully approved, but they did have a student-design blueprint in the final stages. He gave an overview of the fund-raising efforts. He asked for letters of support to be submitted with the grant application to be forwarded to the State Department of Outdoor Recreation.

Mayor Wilbert explained that she would be drafting a letter to be submitted with the grant application.

Jim Boge - 6606 Soundview Drive. Mr. Boge asked for an update on the judgement and subsequent lien against the James Richardson property. Mr. Hoppen explained that the lien was subordinate to others, and nothing would be known until a later date. Mr. Hoppen added that Mr. Richardson had obtained the necessary permits. Mr. Boge then asked if he would be permitted to speak to the sign code. Mayor Wilbert explained that it was an agenda item that would be considered later in the evening.

SPECIAL PRESENTATION:

Sister City Program Update by Discovery Elementary Students. Mayor Wilbert introduced three students from Discovery Elementary; Kyle Thompson, Stephanie Rosenthal, and Heidi Alvestad. The students read an update of the Sister City Program and passed around the presents they had received from the Russian Students. They explained that they enjoyed the Sister City Program and that they hoped to continue the program if Council would agree to pay the membership dues for the program. Mayor Wilbert said that the City had paid the dues in 1996, and that money had been budgeted to pay the 1997 dues. The Students presented Mayor Wilbert with the invoice for \$130.

CALL TO ORDER: 7:20 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the April 14, 1997 with correction.
Picinich/Ekberg - unanimously approved.

CORRESPONDENCE/PROCLAMATIONS:

1. Prettiest Painted Places in America. No report given.

OLD BUSINESS:

1. Second Reading of Ordinance, Amendment to City of Gig Harbor Environmental Policy Ordinance, Chapter 18.04. Ray Gilmore, Planning Director, presented the second reading of this ordinance reflecting requirements of the Regulatory Reform Act of 1995 and offered to answer questions.

MOTION: Move for adoption of Ordinance No. 754 with amendments to the Gig Harbor Environmental Policy Ordinance.
Markovich/Picinich - unanimously approved.

2. Second Reading of Ordinance, Amendments to City of Gig Harbor Comprehensive Plan Land Use Map (Planning Commission Recommendation.) Ray Gilmore presented this second reading of an ordinance amending the Comprehensive Plan Land Use Map. He added that several clarification amendments had been incorporated in the ordinance and offered to answer questions regarding the amendments.

MOTION: Move for adoption of Ordinance No. 755 which amends the Gig Harbor Comprehensive Plan.
Markovich/Picinich - unanimously approved.

3. Second Reading of Ordinance, Amendment to City of Gig Harbor Comprehensive Plan Land Use Map, Urban Growth Area Boundary (Planning Commission Recommendation.) Ray Gilmore said that this ordinance was another amendment to the Comprehensive Plan Land Use Map. He said that the Planning Commission had recommended to include the subdivision of Fairway Estates, adding approximately 20 acres to the Urban Growth Area. He added that these amendments would be forwarded to the Pierce County Planning Commission for final consideration.

MOTION: Move adoption of Ordinance No. 756 which amend the Gig Harbor Comprehensive Land Use Map.
Markovich/Owel - unanimously approved.

4. Second Reading of Ordinance - Separation of City Clerk / City Treasurer Functions. Mark Hoppen, City Administrator, presented the second reading of this ordinance to separate the function of Clerk and Treasurer duties.

MOTION: Move adoption of Ordinance No. 757 for separation of City Clerk and City

Treasurer functions.
Picinich/Owel - unanimously approved.

NEW BUSINESS:

1. Newport Ridge Subdivision - Final Plat. Ray Gilmore explained that the plat of Newport Ridge is a 15 lot subdivision located south of Rosedale and west of the Harbor Heights Subdivision. He added that the plat was initially granted preliminary plat approval in 1992 by Pierce County, but had subsequently been annexed into the City of Gig Harbor and was subject to final plat approval by the City. He said that the final plat is consistent with the conditions of final approval as applicable to the City standards and recommended approval of the resolution.

MOTION: Move to adopt Resolution No. 494 approving the final plat of Newport Ridge Subdivision.
Owel/Ekberg - unanimously approved.

2. Planning Commission Recommendation - Sign Code Update. Ray Gilmore presented the Planning Commission's written recommendation that came about as a result of the Council's request on the formation of an advisory committee to study and make amendments to the sign code. He explained that the recommendation came about after two informal public hearings relating to the current sign code and whether an advisory or ad-hoc committee should be formed. He explained that the verbal and written comments during these meetings were analyzed and that the Planning Commission recommended against the formation of an ad-hoc committee. He summarized the eight findings listed by the Planning Commission on why they felt the formation of an ad-hoc committee was not needed at this time, and added that they said that they felt they had an obligation and responsibility to follow up with any adjustments to the sign code utilizing the normal process. Mr. Gilmore proceeded to give an overview of the Commission's process for developing sign code revisions and the thirteen identified items that were to be addressed. He stressed that there would be several opportunities for public comment during this process and that the Commission would also address any additional concerns that were not included in the thirteen identified items.

Councilmembers asked questions about the scheduling of the meetings, the 90 day deadline, the advertising of the items to be discussed at the worksessions, and the ability to submit written and verbal comments in a timely manner. Mr. Gilmore addressed these concerns.

Councilmember Markovich said he was supportive of the Planning Commission's decision after reviewing their recommendation and how they planned to proceed in making amendments to the sign code. He said he was pleased to see how the Commission had taken the comments that they had received during the worksessions, were seriously dealing with those concerns, and planned on allowing further input from citizens and the business community.

Councilmember Ekberg agreed with Councilmember Markovich's comments. He said he had talked to many people in the community and that he has a great deal of confidence in the Planning Commission. He commended Carl Halsen for his role as Chair of the Commission meetings and said the process outlined in the recommendation will serve the community well.

Councilmember Owel said she had nothing to add to the other Councilmember's comments. She asked that a status report be presented to Council on a regular basis and added that she agreed that it may take longer than 90 days to complete the process. She said she supported the Planning Commission's recommendation.

Councilmember Platt said he also supports the Planning Commission's recommendation. He said that this is how good government works. He thanked the Commission members for their commitment and added that after serving on the Commission, he understood the time and commitment involved. He said he hoped that both the business owners, citizens, and Chamber of Commerce remained involved in the process.

Councilmember Picinich said that he had concerns and thought that an ad hoc committee would be the best way to bring the citizens and business community together. He stressed the importance of dialogue. He added that after reading the Planning Commission's recommendation, he was impressed with the process and felt there would be plenty of dialogue, which addressed his concerns.

Mayor Wilbert thanked the Councilmembers for their comments and the Planning Commission and Staff for their hard work. She also thanked the business community and citizens for their efforts in bringing forth this recommendation. She asked for a motion to approve the Planning Commission's recommendation.

MOTION: Move that the Council accept the Planning Commission's recommendation as stated and that a status report be presented to Council on monthly basis.
Owel/Platt - unanimously approved.

3. Special Occasion Liquor License - St. Nicholas Church. No action taken.

MAYOR'S REPORT: Finholm View Climb Update.

Mayor Wilbert gave a report on the fund-raising process for the Finholm View Climb. She gave an overview of what was available for purchase.

Mayor Wilbert then gave a brief report of her trip to New York as one of many chaperones for 65 members of the Meistersinger Choir from Gig Harbor High School. She added that the students performed at the Lincoln Center and St. Patrick's Cathedral, and had won a gold plaque for their efforts.

COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

STAFF REPORT:

APPROVAL OF BILLS

MOTION: Move approval of checks #17706 through #17787 in the amount of \$51,394.18.
Owel/Platt - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:00 p.m. for approximately fifteen minutes for the purpose of discussing litigation, potential litigation, and property acquisition.
Ekberg/Platt - unanimously approved.

MOTION: Move to return to regular session at 8:18 p.m.
Picinich/Platt - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:20 p.m.
Ekberg/Markovich - unanimously approved.

Cassette recorder utilized.
Tape 457 Side A 089- end.
Tape 457 Side B 000 - 396.

Mayor

City Administrator



“The Spirit Of 2000”™

Saluting The Arrival Of the New Millennium -- The 21st Century

The Hon. Gretchen Wilbert
Mayor, City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

May 6, 1997

Dear Mayor Wilbert:

We have been asked to co-chair a civic celebration that will commemorate the arrival of the new millennium -- the 21st Century. Believe it, or not, the year 2000 is rapidly approaching and it is the intention of our committee to observe this historic event in an appropriate manner.

Your presence on “The Spirit Of 2000” committee and the participation of your community would contribute immensely in the success of this undertaking. Along with other civic agencies throughout the state, we are working to marshal the resources of our citizens to organize an event that will rank among the best in the nation. If you have not already done so, we strongly recommend that you form a local committee to plan a suitable activity.

Please advise either of the undersigned of your disposition in this matter. We will keep your office apprised of our progress and welcome any advice you deem appropriate.

Sincerely,



Gov. John D. Spellman
Co-Chair
206-622-8020



Gov. Albert D. Rosellini
Co-Chair
206-763-7110

1904 Third Avenue #700 * Seattle, Washington 98101-1123
Phone/Fax 206-623-5967 * www.spirit2000.com



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: JERISICH DOCK IMPROVEMENT PROJECT
- UPDATE
DATE: MAY 6, 1997

Wes Hill

INTRODUCTION/BACKGROUND

On March 10, 1997, the Council approved a Consultant Services Contract with the coastal and civil engineering firm of Layton and Sell, Inc., P.S., to design and provide construction support services for the Jerisich Dock Improvement Project. In my March 5, 1997 memorandum to the Mayor and Council regarding the contract, and at the Council meeting, I requested support for allocation of an additional proportion of the project budget for the necessary consultant services based on my assertion that sufficient savings could be realized in other areas to make up the difference.

On April 21, 1997 I met with Layton and Sell to review the progress of their work. They have prepared a preliminary layout, and an updated preliminary cost estimate based on current manufacturer-furnished information. The numbers are not going in the right direction. Their current estimate for the total project cost, including engineering, is approximately \$350,000, or \$80,000 over budget. The program manager for the Interagency Committee for Outdoor Recreation (IAC), which has agreed to provide 50% funding for this project, has indicated that IAC staff has administrative latitude for only about a 10-percent increase. Any amount in excess of that 10-percent would require submittal of a supplemental funding application through the statewide competitive process, and waiting until December 1997 for a determination whether the IAC would fund the supplemental request.

Any option which would reduce the scope of the project will need to be evaluated by the IAC staff and technical committee to confirm whether the project has retained a sufficient basis for continued funding participation. The focus of our application, and subsequent presentations, included improved public access (ramp, float length and width), increased moorage capacity (float length and internal piling blockouts), and improved safety, function, and aesthetics (fire protection, width, bullrails, lighting, etc.).

It is recommended that the basic project configuration retain the wider float width (see schematic), bull rails, and the larger ramp in consideration of the minimal cost savings in comparison to the improved access, safety, function, and aesthetics provided by these items. It is also recommended that the existing floats not be used to extend the length of the dock since their narrower section, lower profile, and lack of an internal conduit corridor would create a disjointed appearance and function, and/or require additional time and money to retrofit in order to be

MAYOR WILBERT AND CITY COUNCIL

May 6, 1997

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visually and functionally compatible with the new floats.. Elimination of the end platform, will be evaluated as an option to facilitate any subsequent additions at the end of the dock.

Keeping the project within the current budget using new floats and eliminating the platform would require reducing the total float length to 370-LF, or a total dock length (measured from the pier) of 424-LF. This compares with current float and dock lengths of 353-LF and 381-LF, respectively, and anticipated float and dock lengths of 520-LF and 574-LF, respectively. It should be noted that the outer harbor line is approximately 580-LF from the pier as measured along the proposed south line of the floats. Based on informal discussions with IAC staff, it is presumed that project funding may be jeopardized if the dock extension is reduced from the initial proposal of 160-LF to 43-LF in order to stay within the original budget allocation.

Based on the considerations presented above, it is recommended that the project be developed to provide a minimum of 100-LF of additional float length (453-LF float length, 500-LF dock length). This would increase the project cost by an estimated \$35,000, for a \$306,000 total. It is hoped that IAC will cover approximately \$13,500 of this amount, with the remainder funded by the City. An additive alternate will be included in the bid package in the event that bid prices are lower than anticipated. It should be noted that the requested DNR lease area will extend to the outer harbor line.

Council direction is requested regarding the preferred level of improvement and funding. A public forum has been tentatively scheduled for Thursday, May 29, 1997, from 6:00 to 8:00 P.M., pending the Council's determination and direction.

FISCAL CONSIDERATIONS

Reducing the float length but retaining all of the other features of the proposed project improvements would result in a total estimated project cost of \$306,000. Grant funding is presently assured for approximately \$150,000 of this amount. The City's 1997 Annual Budget allocated \$271,000 for the project, assuming grants and salvage value totaling \$156,000, with the City's portion at approximately \$114,000. Constructing the recommended 100-LF of additional dock would require approximately \$42,000 assuming no assistance from the outside funding agencies. This would be reduced to \$29,500 of additional City funds, assuming that the IAC will maintain their 50% funding for a project cost increase of up to 10-percent. Funds for the additional project cost are available under the deferred '97 Skateboard Park project.

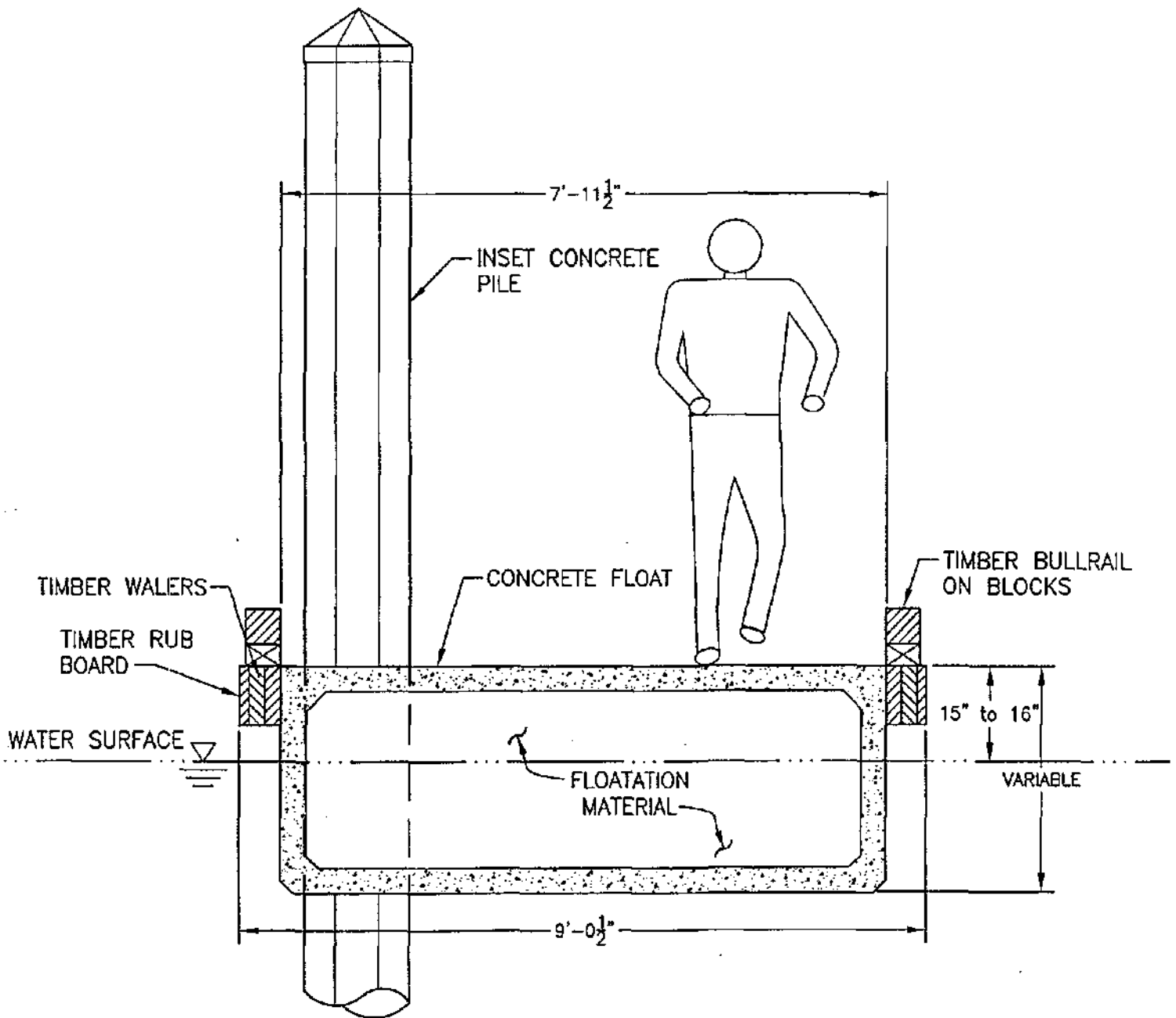
RECOMMENDATION

I recommend that the Council consider the reduced project scope as outlined, and that additional scope be evaluated and accommodated through additive bid alternates, and/or change orders, following confirmation of the bidding climate and support of the funding agencies.

RECEIVED

MAY 05 1997

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.



1" = 2'

Layton & Sell
coastal & civil engineers

Layton & Sell, Inc., P.S.
13600 Redmond Way • Suite 302
Redmond, Washington 98032-3862
Office: (425)881-8151 • Fax: 883-2154

DESIGNED: JDS
DRAWN: JDS
CHECKED:
PROJECT NO. 117-06
DATE: May 2, 1997

City of Gig Harbor's Jerisich Park
Harborview Drive
Gig Harbor, Washington
Dock Improvements
TYPICAL FLOATING PIER SECTION

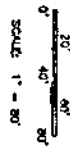
RECEIVED

MAY 05 1997

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.



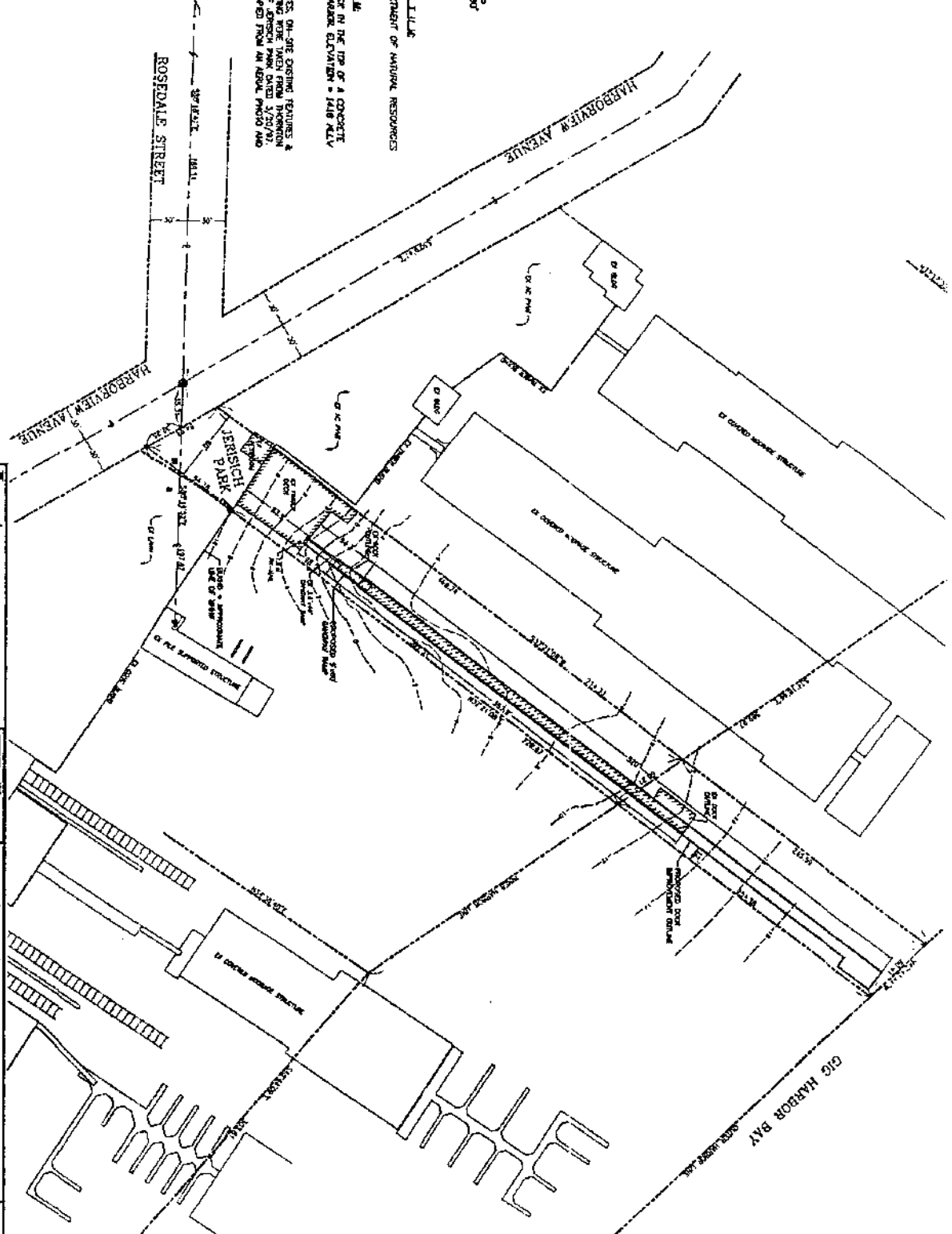
DATE: 11/19/96
5-2-14



HORIZONTAL DATUM
STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES
NAD 83/AFN 8512140115

VERTICAL DATUM
IN NO. 3 0949, USGS, USED IN THE TOP OF A CONCRETE
SEWALL IN NORTHEAST CORNER ELEVATION = 144.8 NAV
DATE: 02/01/96

NOTE:
THE PROPERTY LINES, HARBOUR LINES, ON-SITE COSTUME FEATURES &
TOPOGRAPHY SHOWN ON THIS DRAWING WERE TAKEN FROM PORTION
LAND SURVEYOR'S EXHIBIT MAP OF JERSECH PARK DATED 3/20/93.
THE ON-SITE FEATURES WERE CORRECTED FROM AN AERIAL PHOTO AND
THE APPROPRIATE DATA.



LAYTON
ES&M

Layton & Soil, Inc., P.S.
14001 1st Avenue, Suite 200
Gig Harbor, WA 98143
Phone: (206) 835-8888 Fax: (206) 835-2104

DATE:	May 2, 1997
PROJECT NO.:	117-08
SHEET NO.:	1

City of Gig Harbor's Jerseych Park
Dock Improvements
PRELIMINARY SITE PLAN



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: JERISICH DOCK IMPROVEMENT PROJECT - GRANT AGREEMENTS
DATE: MAY 7, 1997

INTRODUCTION/BACKGROUND

Pursuant to Council Resolution No. 469 (April 22, 1996), applications for funding assistance were submitted to the Interagency Committee for Outdoor Recreation (IAC- Boating Facilities Program), and the Washington State Parks and Recreation Commission (Washington State Parks Clean Vessel Program). Both grant applications have been approved by the funding agencies, subject to execution of the attached agreements. The IAC grant provides for fifty (50) percent participation up to a total project cost of \$270,900. The State Parks and Recreation grant covers seventy-five (75)-percent, or \$22,500 of the eligible costs for constructing a boat sewage pumpout and dump station together with support facilities.

The IAC grant stipulates that reimbursement for project expenditures will be withheld pending IAC approval of a "long term lease agreement" between the City and the Department of Natural Resources (DNR). It should be noted that the final grant offer from IAC was held up by IAC staff pending resolution of issues involving Department of Natural Resources (DNR) wording on a commitment to either renew or execute a new 30-year lease agreement with the City.

Some of the other notable stipulations in the IAC grant agreement include the following requirements:

1. General Provisions, Section 9 - The City must acknowledge IAC funding assistance in publications, notices, ceremonies, and signage related to the improvement project.
2. General Provisions, Section 18 - The City must secure IAC approval in the event the City converts the property from its present use and ownership.
3. General Provisions - Provisions for maintenance, public access including barrier free access, and allowable user fees.
4. Boating Facilities Program Manual (No. 9, Section 1, March 14, 1997) - Commercial or other non-recreational activities on the dock must be prohibited between the third Friday in April and September 30 each year. However, certain commercial boating activities, public or special events, and/or maintenance or improvement exceeding 10-days, which may be allowed subject to the City filing a "Use Certification" with and obtaining the approval of the IAC prior to the activity.

The Parks and Recreation grant requires that the City maintain and operate the boat pumpout/dump station for a minimum of 10-years, specifies the maximum amount of time the unit may be out of service, places restrictions on user fees, and requires spill and annual use reports.

Council approval is requested to execute the agreements.

FISCAL CONSIDERATIONS

Funds for the project were included in the annual budget for the Jerisich Dock Improvement Project. Grant funding and salvage were assumed to reduce the total estimated cost of \$271,000 by approximately \$157,000 for a net City participation of \$114,000. The IAC grant provides 50-percent reimbursement of eligible project costs up to a total project cost of \$270,900, and the State Parks and Recreation grant (Clean Vessel Program) provides 75-percent reimbursement of eligible costs for the boat pumpout/dump station. The grant application under the Clean Vessel Program assumed \$30,000 of total eligible cost, or \$22,500 of Parks and Recreation participation, with IAC picking up 50-percent of the remaining local share.

As stated in other correspondence, the current preliminary project cost estimate is higher than the estimate used for grant application and budgeting purposes. A request for supplemental funding will be submitted to the respective funding agencies following execution of the grant agreements, and development of a more detailed project design and cost estimate.

Funds are available for this project under the Jerisich Dock Improvement Project and may be supplemented with funds for the Skateboard Park which has been deferred to 1998 in anticipation of a successful IAC grant application.

RECOMMENDATION

I recommend that the Council move and approve execution of the "Boating Facilities Program (BFP) Project Agreement, Recreation Resource Account, Project Number 96-1246D" with the Interagency Committee for Outdoor Recreation for the Jerisich Dock Improvements, and the Washington State Parks and Recreation Commission Clean Vessel Funding Program Boat Sewage Pumpout and/or Dump Station Contract (Contract No. CVP97145-03)."

BFP Funds to Augment

BFP funding is meant to enhance the capabilities of agencies that provide motorized boating facilities. It is designed to achieve results that would not be possible without state funding. Therefore, it shall not replace any funding that would otherwise be available.

IAC Not A Hearings Board

IAC's role is to assist in funding grant proposals and *not* to act as a hearings board before whom land use issues are argued. IAC's intent is that all proposals, to the extent possible, have the support of the local community and be ready for implementation to ensure that maximum benefit is gained from scarce BFP funds.

Universal-Barrier Free Access

Sponsors must ensure that all facilities assisted with IAC funds meet barrier-free standards. Several laws and codes provide construction designs that meet these standards (Americans With Disabilities Act, State Building Code: Accessibility, Rehabilitation Act of 1973, etc.). Program facilities not covered by these laws and codes are not exempt from barrier-free access. Sponsors must to the highest degree reasonable, make project elements accessible. To this end, applicants should refer to IAC's "Universal, Barrier-Free Access" policy in Manual 4, *Development Projects: Policies*.

Plans, project applications, cost estimates, and construction drawings must reflect compliance with facility access and signing requirements.

ELIGIBILITY POLICIES

Eligible Activities

Complete guidelines for acquisition and development projects are found in IAC Manuals 3, *Acquisition Projects* and 4, *Development Projects: Policies*. BFP funds must be used to support projects that predominantly serve recreational motor boating. To this end, funds may be used to:

- ▶ Purchase land
- ▶ Develop new facilities
- ▶ Renovate existing facilities
- ▶ Design facilities (pay architect and engineer fees)
- ▶ Obtain permits.

Eligible Projects

Projects that *may* be funded include:

- ▶ Acquisition of land for later development
- ▶ Transient moorage floats, fixed docks, buoys
- ▶ Launch ramps, loading floats, and fixed launching hoists
- ▶ Parking/staging areas
- ▶ Sewage pump-out stations/"porta-potty" dump stations

**Commercial
and Other Non-
Recreational
Uses**

Use Certification. Approval to use a facility assisted with IAC funds for commercial and/or non-recreational purposes, explained later in this section, is contingent on the sponsor's written "Use Certification" filed with IAC before the activity begins. This certification must guarantee that:

- ▶ The use will not interfere with transient recreational boating activity. Some portion of the facility must always be available if necessary to meet off-season or recreational uses.
- ▶ IAC assisted project elements will be returned completely to transient recreational use not later than the third Friday in April (see exceptions listed under "*Other Uses Regardless of Season*" and "*Launch Facilities*," below)
- ▶ The use or activity will be safe.
- ▶ The use will not damage the facility.
- ▶ The sponsor will conform to IAC's income policies (WAC 286-13-110 and Manual 7-*Funded Projects*).

High Recreational Use Season - From at least the Third Friday in April through September 30. Use of an IAC-assisted facility for commercial or other non-recreational boating activities is prohibited. Exceptions to this policy are listed below under 'Other Uses Regardless of Season' and '*Launch Facilities*.'

On a case by case basis, if provided with written justification, IAC's Director may adjust the length of the 'High Recreational Use Season' or authorize other exceptions.

Low Recreational Use Season - From October 1 to the Third Friday in April. Continuous use of an IAC assisted facility is allowed only after a 'Use Certification' has been filed with IAC (see above). The Use Certification may be used for:

- ▶ Moorage of non-commercial recreational vessels
- ▶ Moorage of recreational rental boats for concession operation purposes
- ▶ Moorage of commercial vessels
- ▶ Support of fishing equipment or boat machinery repair or storage
- ▶ Support of salmon net pens or other aquaculture activities.

Other Uses Regardless of Season. Use of an IAC assisted facility for the following purposes is contingent on a 'Use Certification,' filed with IAC before the activity begins (see above). Other uses are:

- ▶ Concession activities that enhance the recreational experience, if performed by an agent of the project sponsor, or through a use agreement with the sponsor.
- ▶ Activities such as on-water boat sales, shows or public events.
- ▶ Moorage of watercraft used by a sponsor, or a contractor of the sponsor, while engaged in a construction, renovation, repair or maintenance activity that last more than 10 days.
- ▶ Short term moorage for commercial vessels during loading and unloading of passengers when the destination is a recreation site or facility accessible only or primarily by boat. This includes "general tour" vessels (motorized / nonmotorized harbor tours, dinner cruises, sightseeing, private ferries, sports game-day transportation and so on).

Regardless of the Use Certification, IAC's board or Director may deny or rescind approval for the "other uses" based on a review. This review may include:

- ▶ Any possible immediate or cumulative impact on recreational boaters' ability to use the facility during such events and/or
- ▶ How well the sponsor has met its use certification guarantees.

Launch Facilities. Such facilities, when built with IAC grant assistance, must be designed and used primarily for public non-commercial recreational boat launching and retrieval. Unless otherwise restricted by the sponsor, these facilities may occasionally be used for a commercial purpose, including launching and retrieving commercial vessels. This commercial use or activity must not:

- ▶ Restrict or diminish public recreational use.
- ▶ Cause damage to the launch or related facilities.
- ▶ Cause an unsafe condition.

Definitions

Commercial Use. Means the use of any marine craft, facility, or marine recreation land in a way that is normally intended to yield a profit or for purposes other than enjoyment, sport, leisure or pleasure. This includes, but is not limited to:

- ▶ Commercial fishing, loading or unloading of freight, marine equipment servicing
- ▶ Use of areas by concessionaire operations
- ▶ Any use involving research or development of underwater resources

Boating Facilities Program

- ▶ On-water vessel sales or demonstration of vessels available for sales.

Commercial Vessel. Includes, but is not limited to, any vessel:

- ▶ Used or retained primarily for commercial purposes
- ▶ Operated by a person who has been or will be using it to engaged in a commercial activity during the current course of travel or passage
- ▶ Held for charter
- ▶ Used for the transport of freight or non-recreational fish catches
- ▶ Used primarily for research or development of underwater resources
- ▶ Used for the transport of passengers for profit, charter or fee.

Commercial Vessel Used for Personal Recreational Purposes.

A vessel that is otherwise commonly used in a for-profit activity, when used solely for personal enjoyment, sport, leisure, or pleasure and not combined with any commercial use as defined above, is considered a recreational vessel.

Transient Recreational Boating. Recreational boats using moorage for a maximum of 14 consecutive days.

Access Restrictions. The use of card, punch code, or similar privileged locking devices to restrict access to IAC assisted restrooms, showers, or moorage floats is allowed for management purposes. *However*, the general public must have access to such facilities at reasonable times (for example, daylight hours) without restriction. This provision does not apply when access is closed to all, such as during repairs or maintenance, or during a *Low Recreational Use Season*.

Restriction Enforcement. Sponsors must manage and enforce requirements consistent with this section. Rules that are more restrictive may be adopted if the intent is to achieve a desired recreational experience, reduce conflicts, and/or achieve a desired level of environmental quality.



BFP Project Agreement

Recreation Resource Account

Project Sponsor Gig Harbor City of
Project Title Jerisich Dock Improvements

Project Number 96-1246D
IAC Approval Date 11/14/1996

Purpose of Agreement

The purpose of this Project Agreement is to set out the terms and conditions under which a grant is being made from the Recreation Resource Account of the General Fund of the State of Washington by the Interagency Committee for Outdoor Recreation (IAC) to the Project Sponsor, for the project identified above.

Description of Project

The Project which is the subject of this Agreement is summarized on the attached Project Summary.

Terms of Agreement

The project reimbursement period shall be effective upon March 24, 1997 and terminate on August 1, 1998. Unless otherwise provided for, no expenditure made prior to the effective date or after the termination date will be eligible for reimbursement unless incorporated by written amendment into this Agreement. The Sponsor's ongoing obligation for the above project shall be perpetual unless otherwise identified in this Agreement.

Project Funding

	Percentage	Dollar Amount
IAC - BFP - LOCAL	50	135,450.00
Project Sponsor	50	135,450.00
Total Project Cost	100	270,900.00

Additional Provisions or Modifications of the General Provisions (Special Conditions)

Reimbursement of project expenditures will be withheld until IAC receives and approves the long term lease agreement between the City of Gig Harbor and the Department of Natural Resources.

Compliance with Applicable Statutes, Rules, and IAC Policies

This Project Agreement shall be governed by, and the Project Sponsor shall comply with, all the applicable provisions of Chapter 43.99 RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

Entire Agreement

This Agreement, and all Attachments [Project Summary, Eligible Reimbursement Activities Report, and the General Provisions] comprise the entire agreement between the parties. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless in writing and signed by both parties.

Notices

All written communications sent to the Project Sponsor under this Agreement will be addressed and delivered to:

Name: William Hendrickson
Title: Engineering Technicia
Address: 3105 Judson Street
Gig Harbor, WA 98335

All written communications sent to the IAC under this Agreement will be addressed and delivered to:

Interagency Committee for Outdoor Recreation
Natural Resources Building
P.O. Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**State of Washington
Interagency Committee for Outdoor Recreation**

BY: Laura Eckert Johnson
Laura Eckert Johnson, Director

DATE: March 17, 1997

Project Sponsor

BY: _____

DATE: _____

Title: _____

Pre-approved as to form
by Assistant Attorney General



BFP - LOCAL Project Summary

March 17, 1997

TITLE: Jerisich Dock Improvements	NUMBER: 96-1246 D
APPLICANT: Gig Harbor City of	TYPE: Development
COSTS: IAC \$135,450.00 50% Local \$135,450.00 50% Total \$270,900.00 100%	EVALUATION SCORE: 57.7778 EVALUATION RANKING: 6 of 13
	IAC MEETING DATE: 11/14/1996

DESCRIPTION:

Jerisich Park is currently the only developed marine-oriented waterfront access park within the City. It has a 352 ft. long dock and 1,500 sq. ft. of decking with picnic tables and restroom facilities. It provides overnight moorage on a first-come basis and is at capacity during the summer, especially on weekends. The main objective of this project will be to replace or modify the existing floats to provide more freeboard, bull rails (in place of cleats), and internal piling blockouts (to replace external hoops). The project also includes extending the existing dock by 150 ft. to the outer harbor line which will significantly increase the amount of moorage slips available to the public. The installation of a pay-per-use pump-out station at the end of the extended dock will also be a part of this project. Finally, the project also includes the replacement of creosote timber pilings with concrete pilings, upgrading and extending the fire line and appurtenances, replacement of the pedestrian access ramp, and adding lighting.

LOCATION:

Take I-5 to Hwy 16W to Bremerton. After you have crossed the Tacoma Narrows Bridge, you will travel approximately 3.5 miles to the Gig Harbor 'City Center' exit. After exiting, turn right and commence northwesterly on Pioneer Way. Follow Pioneer Way approximately 1.1 miles to Harborview Drive. Turn left on Harborview Drive. The park site is located westerly on Harborview Drive approximately .1 mile.

COUNTY: Pierce

LEG DISTRICT: 26

CONG DIST: 06

SCOPE (ELEMENTS):

- Architectural & Engineering
- Lighting
- Signing
- Site Preparation
- Utilities
- Water Access Facilities

PERMITS REQUIRED

- Army Corp.
- Building Permit
- Dept. of Natural Resources
- Fish/Wildlife
- Hydraulics
- SEPA
- Shoreline

SITE INFORMATION:

Uplands 0 acres

LAND COMMENTS:

The site is on an existing City right-of-way and has been a City park since 1975. The existing transient moorage facility is approximately 352 ft. in length. The Park also has a restroom and deck.

USE RESTRICTIONS:

CONTACT: William Hendrickson
(206) 851-8145

LAST UPDATE: 3/17/97



Eligible Reimbursement Activities Report

Project Sponsor Gig Harbor City of
 Project Title Jerisich Dock Improvements

Project Number 96-1246D
 IAC Approval Date 11/14/1996

				Description
Development Project:				
Element	Item	Unit	Quantity	Description
Architectural & Engineering	A & E development	Lump sum	1.00	
Lighting	General security	Lump sum	1.00	
Signing	General park signs	Lump sum	1.00	
Site Preparation	Mobilization	Lump sum	1.00	
Utilities	Sewer	Linear Ft	1.00	
Utilities	Utilities - other	Lump sum	1.00	
Utilities	Water system(s)/wells	Lump sum	1.00	
Water Access Facilities	Gangway - aluminum	Linear Ft	60.00	
Water Access Facilities	Moorage floats - concrete	Linear Ft	544.00	
Water Access Facilities	Pilings - concrete	Each	20.00	



Milestone Report by Project

March 17, 1997

Project Number: 96-1246 D
Project Name: Jerisich Dock Improvements
Sponsor: Gig Harbor City of
Project Manager: Marg

Milestone	Target Date	% Completed	Date Reported
Consultant Hired	04/01/97		
RFP Complete	04/01/97		
Design and Engineering Complet	07/01/97		
Permits Complete	08/01/97		
Plans Review by IAC Project St	09/01/97		
Bid Awarded	10/01/97		
Construction Started	11/01/97		
50% Construction Complete	02/01/98		
100% Construction Complete	05/01/98		
Final Billing to IAC	08/01/98		

Agency Name
Interagency Committee for Outdoor Recreation P.O. Box 40917 Olympia, WA 98504-0917

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status.

Sponsor
Gig Harbor City of 3105 Judson St Gig Harbor WA 98335

BY _____

(TITLE) (DATE)

To Be Completed By Sponsor

Project Number	96-1246 D	Invoice #	Billing Period			This is a		
Project Name	Jerisich Dock Improvements		From:	To:	Final Billing			
			Total Previous IAC Approved Amount			Yes [] No []		
CATEGORIES:	Project Agreement	Expenditures This Billing			Total Expenditures To Date			IAC Adjusted
		Expenditures	Donations	Total	Expenditures	Donations	Total	
ACQUISITION:								
Land & Existing Structure								
Incidental Costs								
DEVELOPMENT:								
Construction & Project Improvement Cost	\$243,810.00							
A&E Fees	\$27,090.00							
NOVA NON-CAPITAL:								
NOVA CAP EQUIP:								
OTHER:								
TOTAL	\$270,900.00							

For IAC Use ONLY

Donation Bank _____
This invoice approved for payment _____

FUNDING FORMULA

Agreement				Expenditures This Billing			
Sponsor:	50 %	\$135,450.00	Sponsor:				
IAC Federal:			IAC Federal:				
IAC: BFP - LOCAL	50 %	\$135,450.00	IAC:				
IAC:	%		IAC:				
Agreement Total:	100 %		Invoice Total:				
Doc Date	Current Doc No		Ref Doc #	Vendor Number	Vendor Message		
			3087	G100	96-1246 D		
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Invoice Number
	267	A40	93100	NZ	3087		
				NZ	3087		
				NZ	3087		
				NZ	3087		

Certification For Payment

Project Manager/Date	Release Final Prnt []	Accounting/Date
----------------------	------------------------	-----------------



BFP Project Agreement

Recreation Resource Account

Project Sponsor Gig Harbor City of
Project Title Jerisich Dock Improvements

Project Number 96-1246D
IAC Approval Date 11/14/1996

Purpose of Agreement

The purpose of this Project Agreement is to set out the terms and conditions under which a grant is being made from the Recreation Resource Account of the General Fund of the State of Washington by the Interagency Committee for Outdoor Recreation (IAC) to the Project Sponsor, for the project identified above.

Description of Project

The Project which is the subject of this Agreement is summarized on the attached Project Summary.

Terms of Agreement

The project reimbursement period shall be effective upon March 24, 1997 and terminate on August 1, 1998. Unless otherwise provided for, no expenditure made prior to the effective date or after the termination date will be eligible for reimbursement unless incorporated by written amendment into this Agreement. The Sponsor's ongoing obligation for the above project shall be perpetual unless otherwise identified in this Agreement.

Project Funding

	<u>Percentage</u>	<u>Dollar Amount</u>
IAC - BFP - LOCAL	50	135,450.00
Project Sponsor	50	135,450.00
Total Project Cost	<u>100</u>	<u>270,900.00</u>

Additional Provisions or Modifications of the General Provisions (Special Conditions)

Reimbursement of project expenditures will be withheld until IAC receives and approves the long term lease agreement between the City of Gig Harbor and the Department of Natural Resources.

Compliance with Applicable Statutes, Rules, and IAC Policies

This Project Agreement shall be governed by, and the Project Sponsor shall comply with, all the applicable provisions of Chapter 43.99 RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

Entire Agreement

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Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**State of Washington
Interagency Committee for Outdoor Recreation**

BY: Laura Eckert Johnson DATE: March 17, 1997
Laura Eckert Johnson, Director

Project Sponsor

BY: _____ DATE: _____

Title: _____ Pre-approved as to form
by Assistant Attorney General



BFP - LOCAL Project Summary

March 17, 1997

TITLE: Jerisich Dock Improvements	NUMBER: 96-1246 D
APPLICANT: Gig Harbor City of	TYPE: Development
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Take I-5 to Hwy 16W to Bremerton. After you have crossed the Tacoma Narrows Bridge, you will travel approximately 3.5 miles to the Gig Harbor 'City Center' exit. After exiting, turn right and commence northwesterly on Pioneer Way. Follow Pioneer Way approximately 1.1 miles to Harborview Drive. Turn left on Harborview Drive. The park site is located westerly on Harborview Drive approximately .1 mile.

COUNTY: Pierce

LEG DISTRICT: 26

CONG DIST: 06

SCOPE (ELEMENTS):

- Architectural & Engineering
- Lighting
- Signing
- Site Preparation
- Utilities
- Water Access Facilities

PERMITS REQUIRED

- Army Corp.
- Building Permit
- Dept. of Natural Resources
- Fish/Wildlife
- Hydraulics
- SEPA
- Shoreline

SITE INFORMATION:

Uplands 0 acres

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The site is on an existing City right-of-way and has been a City park since 1975. The existing transient moorage facility is approximately 352 ft. in length. The Park also has a restroom and deck.

USE RESTRICTIONS:

CONTACT: William Hendrickson
(206) 851-8145

LAST UPDATE: 3/17/97



Eligible Reimbursement Activities Report

Project Sponsor Gig Harbor City of
 Project Title Jerisich Dock Improvements

Project Number 96-1246D
 IAC Approval Date 11/14/1996

				Description
Development Project:				
Element	Item	Unit	Quantity	Description
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Water Access Facilities	Moorage floats - concrete	Linear Ft	544.00	
Water Access Facilities	Pilings - concrete	Each	20.00	



Milestone Report by Project

March 17, 1997

Project Number: 96-1246 D
Project Name: Jerisich Dock Improvements
Sponsor: Gig Harbor City of
Project Manager: Marg

Milestone	Target Date	% Completed	Date Reported
Consultant Hired	04/01/97		
RFP Complete	04/01/97		
Design and Engineering Complet	07/01/97		
Permits Complete	08/01/97		
Plans Review by IAC Project St	09/01/97		
Bid Awarded	10/01/97		
Construction Started	11/01/97		
50% Construction Complete	02/01/98		
100% Construction Complete	05/01/98		
Final Billing to IAC	08/01/98		



PROJECT AGREEMENT GENERAL PROVISIONS

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Section 1: Headings, Definitions, and Description of Agreement

(A) Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

(B) Definitions

Acquisition - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

Agreement - Means a project agreement, supplemental agreement, intergovernmental agreement, or project contract between IAC and a sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from IAC.

Application - The forms, including project information forms, approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Committee - The Interagency Committee for Outdoor Recreation created by RCW 43.99.110.

Development - The construction of facilities to enhance outdoor recreation or habitat conservation resources.

Director - The director of the Interagency Committee for Outdoor Recreation

IAC - The Interagency Committee for Outdoor Recreation - The agency, including the director and personnel, created by RCW 43.99.130.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by IAC.

Project Summary - One of the project information forms approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Sponsor - An applicant who has been awarded a grant of funds, and has an executed project agreement.

(C) Description of Agreement -- The purpose of this Agreement is to provide for the orderly completion of the proposal contained in the Sponsor's application for public funds administered by the IAC. To this end, the agreement which follows provides guidance to accomplish the following principal actions:

- (1) For the Sponsor to undertake and complete the Project in a timely manner, in accordance with the approved Project proposal and applicable laws;
- (2) For the IAC to provide reimbursement to the Sponsor for eligible Project costs. Sponsor reimbursement requests shall be made not more than once monthly and not less than yearly, in accordance with IAC format and policy;
- (3) For the Sponsor to provide acknowledgment of the IAC's funding contribution, through signage, written recognition in printed materials, and/or in dedication ceremonies;
- (4) To provide for the dedication of the area or facility to the described public use and purposes, [including a deed-of-right where applicable], and to permit regular inspection by IAC; and
- (5) To set-forth obligations and remedies.

Section 7: Conflict of Interest Prohibited

The Sponsor shall not participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation is prohibited by Chapter 42.18 RCW, the Executive Conflict of Interest Act, or any other federal, state or local similar conflict act which may apply to the Sponsor. The IAC may, by written notice to the Sponsor, terminate this Agreement if it is found after due notice and examination by the IAC or the Director that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, chapter 42.22 RCW; or any similar statute or ordinance involving the Sponsor in the procurement of, or performance under, this Agreement.

The existence of facts upon which the IAC or the Director makes any determination under this section may be an issue under, and may be reviewed as is provided in, the disputes section of this Agreement, upon agreement of the parties.

Section 8: Requirements of the National Park Service

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund, the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide the IAC with reports or documents needed by the IAC to meet the requirements of the Agreement or Section 660.3 Attachment B of the Land and Water Conservation Grant Manual.

Section 9: Acknowledgments and Signs

- (A) The Sponsor shall include language which acknowledges the funding contribution of the program to this Project in any release or other publication developed or modified for, or referring to, the Project.
- (B) The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the program's funding contribution as provided by IAC policy, unless waived by the Director.
- (C) The Sponsor shall notify the IAC no later than two weeks prior to a dedication ceremony for this Project. The Sponsor shall verbally acknowledge the program funding contribution and IAC at all dedication ceremonies.

Section 10: Project Funding

- (A) The IAC shall not be obligated to pay any amount beyond the IAC's dollar amount or the Project percentage as identified in this Agreement (whichever amount is less), unless that additional amount has been approved in advance by the IAC, or by the Director, and incorporated by written amendment into this Agreement.
- (B) No expenditure made, or obligation incurred, by the Sponsor prior to the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically approved by the IAC or the Director. The dollar amounts identified in this Agreement shall be reduced as necessary to exclude any such expenditure from participation.
- (C) No expenditure made, or obligation incurred, following the termination date shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the IAC may have under this Agreement, the amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

The Sponsor shall promptly submit any reports required. The Sponsor shall submit a final report when the Project is completed, prematurely terminated, or financial assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the Project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed Project. The report shall account for all expenditures not previously reported and shall include a summary for the entire Project.

Section 14: Authority to Inspect/Right of Entry

The IAC or its designees reserves the right to enter and inspect any lands acquired and/or facilities developed under the terms of this Agreement. On reasonable notice, the lands and facilities within the terms of this Agreement shall be made available for entry and inspection at any time during the Sponsor's normal working day.

Section 15: Provisions Applying to Acquisition Projects

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of outdoor recreation or habitat conservation land or facilities:

- (A) When Federal Land and Water Conservation Funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that Act.
- (B) When state funds are included in this Project, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and Chapter 468-100 WAC.
- (C) In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance that may be necessary, with the understanding that eligible relocation costs may be part of the total Project cost.
- (D) Evidence of Land Value Prior to disbursement of funds by the IAC as provided under this Agreement, the Sponsor agrees to supply evidence to the IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.
- (E) Evidence of Title The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance by the IAC.
- (F) Deed of Right to Use Land for Public Purposes The Sponsor agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation or habitat conservation purposes, and (3) a promise to comply with applicable statutes, rules, and IAC policies with respect to conversion of use.

Section 16: Provisions Applying to Development Projects

The following provisions shall be in force only if the Project described in this Agreement is for development of outdoor recreation or habitat conservation land or facilities:

- (A) Construction Document Review and Approval The Sponsor agrees to submit one copy of all construction plans and specifications to the IAC for review. Review and approval by the IAC will be for compliance with the terms of this Agreement.
- (B) Contracts for Construction Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be retained by the Sponsor and available for IAC review. Where bids are substantially in excess of Project estimates, the IAC may, by notice in writing, suspend the Project for determination of appropriate action, which may include termination of the Agreement.
- (C) Construction Contract Change Order Sponsors must get prior written approval for all change orders that reduce or significantly change the scope of the Project, as finally approved by the IAC.

- (C) "Hazardous substance" means "hazardous substance" as defined in RCW 70.105D.020(5).

"Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant, as defined in or regulated now or in the future by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. -- 9601 *et seq.*, the Resource Conservation Recovery Act ("RCR"), 42 U.S.C. -- 6901 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. -- 300(f) *et seq.*, the Toxic Substances Control Act, 15 U.S.C. -- 2601 *et seq.*, the Washington State Model Toxics Control Act, RCW Ch. 70.105, any so-called "superfund" or "superlien" law, and any other federal, state, or local law, regulation, ordinance, or order or common law decision, including without limitation, asbestos, polychlorinated biphenyls (PCB's), petroleum and petroleum-based derivatives, and urea formaldehyde.

- (D) The Sponsor will defend, protect and hold harmless IAC and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

Section 18: Restriction on Conversion of Facility to Other Uses

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of the IAC, in compliance with applicable statutes, rules, and IAC policies as identified in this Agreement. It is the intent of the IAC conversion policy that all lands acquired and all lands developed with funding assistance from the IAC remain in the public domain in perpetuity unless otherwise identified in the Agreement.

By IAC policy and federal law a conversion may occur when any of the following situations happen:

- (A) Property interests are conveyed for non-public outdoor recreation or habitat conservation uses;
- (B) Non-outdoor recreation or habitat conservation uses (public or private) are made of the Project area, or portion thereof;
- (C) Non-eligible indoor recreation facilities are developed within the Project area without prior approval of the IAC; or
- (D) (1) Outdoor Recreation Projects - Public use of the property acquired or developed with IAC assistance is terminated.
(2) Habitat Conservation Projects - The property acquired no longer meets or conforms to the intent of the category in which it was funded.
- (E) A major change in scope, per the Agreement, without prior approval of the IAC. When approved by the Committee or the Director, certain elements can be deleted from the terms of the executed Agreement without triggering a conversion or requiring replacement by the Sponsor of similar facilities. The deletions may happen when it is determined that the elements are not needed or are unable to be retained for public use due to one or more of the following conditions:
- Obsolescence
 - Extraordinary Vandalism
 - Acts of Nature
 - They have reached the limits of their expected life span

Section 22:

Liability Insurance Requirements for Firearm Range Project Sponsors

The Sponsor shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.

- (A) The liability insurance policy, including any endorsement or addition, shall name Washington State and the IAC and its members as additional insureds and shall be in a form approved by the Committee or its Director.
- (B) The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- (C) The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to the IAC not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- (D) The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the IAC.
- (E) By this requirement, the IAC does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Section 23:

No Waiver by IAC/Remedies

Waiver by the IAC of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach and should not be construed to be a modification of the terms of the Agreement unless stated to be such in writing by the Director, or his or her designee. The IAC does not waive any of its rights or remedies under this Agreement should it: (a) fail to insist on strict performance of any of the terms of this Agreement, or (b) fail to exercise any right based upon a breach of this Agreement.

Section 24:

Application Representations -- Misrepresentation or Inaccuracy a Breach

The IAC relies upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the Director and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the chairperson of the IAC.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Section 28: Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in the Superior Court in and for Thurston County.

Section 29: Severability

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

-- END --

**WASHINGTON STATE PARKS AND RECREATION COMMISSION
CLEAN VESSEL FUNDING PROGRAM
BOAT SEWAGE PUMPOUT AND/OR DUMP STATION CONTRACT**

Contract Number CVP97145-03

1. The State of Washington, Washington State Parks and Recreation Commission (State Parks) and the City of Gig Harbor DBA Jeresich Park Marina, (Grantee), do hereby enter into the following Boat Sewage Pumpout and/or Dump Station Grant Contract (Contract). This Contract sets out the terms and conditions, not otherwise appearing in statutes or regulations, of a grant of money.
2. **Nature of Grant.** In accordance with the provisions of Chapter 352-76 of the Washington Administrative Code (WAC), State Parks administers the Federal Clean Vessel Act of 1992 (CVA) funds available for the construction of boater sewage disposal facilities. Clean Vessel Act Technical Guidelines (Technical Guidelines) are attached as Appendix A and incorporated by reference. The Grantee shall install a boat sewage pumpout and/or dump station facility in accordance with the requirements of this contract, Technical Guidelines and WAC 352-76.
3. **Mutuality.** State Parks and the Grantee both desire that the Grantee provide services and facilities in aid of such purposes by undertaking the project more particularly described in this contract.
4. **Project period.** The "effective date" of this Contract shall be the date this document is signed by State Parks and it shall remain in effect for an initial term extending through September 30, 2007, unless earlier terminated as provided for herein. The Grantee shall begin construction or renovation of the agreed upon boat sewage disposal facilities no later than six months from the effective date. The project will be considered "complete" when (1) all approved or required activities including construction and/or equipment acquisition are complete (2) on-site signs are in place (3) appropriate inspections are made of facility, and, (4) records management and financial transactions are complete. The project may extend beyond the specified date only with an amendment to this Contract.
5. **Funding of Project.** State Parks agrees to reimburse the Grantee for the above-described project activities from funds available from the CVA and given to the state of Washington for this purpose. The total reimbursement from all eligible activities shall not exceed the granted amount of \$22,500. The Grantee agrees that, as part of the requirement for reimbursement, the Grantees participate with matching funds of no less than 25% of the total project cost.

6. **Eligible Expenses.** The following are reimbursable under the terms of this contract:

- (1). Engineering fees (a) Scale Drawings up to \$750.00 (b) Final Design Drawings up to \$2000.00 © "As Built" drawings up to (\$300.00).
- (2). Equipment including tax and freight.
- (3). Mechanical and Electrical Equipment and installation, spare parts and taxes as required.
- (4). Signs: Up to \$500. Costs associated with installation of signs provided by State Parks and indicating pumpout availability. State Parks will provide two pumpout and two environmental education signs. Any additional signs and labor to install all signs will be supplied by Grantee.
- (5). Permits and inspections: project related permit and inspection fees as required by local, state and federal regulation and, final inspection of the facility by the local health department or department with jurisdiction to approve the operation of facility.
- (6). Shore works and floats as detailed in the preliminary budget attached as Appendix B and incorporated by reference.
- (7). Other items may be approved and will be detailed in the preliminary budget.

Grantee may readjust expenditures as between authorized categories of expenses provided the Grantee shall not be entitled to reimbursements exceeding the granted amount, and provided that the Grantee shall not be entitled to reimbursements for categories of expenses not listed as eligible in this section or in the preliminary budget.

7. **Cost Increases.** Cost overruns are the responsibility of the Grantee and in most cases must be borne by the Grantee. In order for State Parks to consider project cost increase requests, one or more of the following four conditions must be met:

- (1). The Grantee has diligently attempted to implement the project in a timely manner and conditions outside Grantee's control are causing the cost overrun.

- (2). The cost increase is not a result of design changes occurring after State Parks approval of Final Design of the project, unless prior approval from State Parks has been obtained in writing.
- (3) State Parks and Grantee agree that a change to the Final Design will provide a better sewage disposal system for the public.
- (4) All alternatives to fulfilling the intent of the project as approved have been fully explored;

And, in addition, both of the following conditions must be met:

- (1). The increase, or any portion thereof, is to be used only for costs incurred on elements specified in the preliminary budget.
- (2). State Parks must be notified in writing prior to the cost overrun occurring.

8. Design and Construction. The Grantee shall provide State Parks with:

- (1). A complete, final design approved and stamped by a registered professional engineer or a licensed, registered architect. Said design shall be submitted to and must be accepted by State Parks prior to beginning construction on the project.
- (2). Complete plans and specifications as applicable.
- (3). Preliminary budget and cost estimates are attached as Appendix B and incorporated by reference.

9. Reimbursement of Funds. In consideration for the performance of the project work and services the Grantee shall be reimbursed for actual project costs incurred up to the maximum Contract amount. Disbursement of funds shall be made after the Grantee has furnished State Parks with such information as State Parks deems necessary to show compliance with applicable statutes and rules and the terms of this Contract. In any event, requests for reimbursement are to be received no later than one year after effective date of contract, unless modified by amendment (See Section 14).

Contracts for construction shall be awarded through a process of competitive bidding if required by law. As the Grantee progresses through construction, it shall provide to State Parks the following documents, as applicable:

- A. Copies of all bids, or documentation of the decision process including selection criteria used to choose project contractor, architect, engineering firm or election to self-contract, which shows compliance with all applicable federal, state or local laws.
- B. Copies of all invoices, construction contracts, performance bonds, change orders, advertisements or other documents pertaining to construction of facility.
- C. "As Built" Drawing. Once construction is completed the Grantee shall submit an "As Built" drawing of the boat sewage pumpout and/or dump station. The drawing shall be prepared by a registered professional engineer or a licensed, registered architect. The drawing must be accepted by State Parks prior to any reimbursement.
- D. Copies of SEPA documentation including permits/approvals necessary to complete construction.
- E. A19-1A Invoice Voucher for reimbursement with supporting documentation.
- F. Financial Summary. Allowable costs must be itemized by major element as described in the project application/financial guidelines.

No reimbursements shall occur prior to when the construction of the facility is complete, all required inspections and approvals have occurred (including final inspection and acceptance by State Parks) and the facility is fully operational.

- 10. **Construction Change Orders.** Any change order must be in writing and shall be submitted to State Parks. Any increase in the cost of the project as a result of a change order shall be the sole obligation of the Grantee. No change order shall be issued by the Grantee which changes the Final Design, unless that change has prior written approval from State Parks.
- 11. **Allowable Prior Costs.** Except as provided herein, State Parks will not reimburse Grantee for costs incurred prior to commencement date of the Contract. State Parks shall reimburse Grantee for actual allowable prior costs provided the cost incurred complies with guidelines listed below, the reimbursement procedures described in sections 6 and 9 above are followed, and the costs are incurred in the year prior effective date of the Contract.

- A. **Substantial Development Application Permit.** Reimbursement shall not exceed \$1000.
 - B. **Scale Drawing.** Reimbursement shall not exceed \$750. Scale Drawing shall have been prepared by a registered professional engineer or a licensed, registered architect.
 - C. **Environmental Review Fee.** Reimbursement shall not exceed \$400.
 - D. **Final Design Fee, if applicable.** Reimbursement shall not exceed \$2000. The design must be prepared and stamped by a registered professional engineer or a licensed, registered architect.
12. **Ownership of Drawings and Submittals.** Drawings and submittals prepared and furnished by the Grantee are the properties of State Parks. Said drawings and submittals may be used by State Parks or it's representatives for purposes which include, but are not limited to, monitoring, evaluation, and inspection of the project.
13. **Patents and Royalties.** The Grantee shall be responsible for, and shall pay all royalties and license fees, for all equipment or systems that are subject to patents, copyrights or intellectual property rights. The use of such systems, processes or equipment is within the exclusive control of the Grantee. The Grantee agrees to defend, indemnify, and hold State Parks harmless for any costs and/or liabilities arising out of the infringement by the Grantee of any patent, copyright, or intellectual property right used in this project.
14. **Amendments.** Any amendments or modifications of this Contract shall be made in writing executed by the parties hereto, and neither State Parks nor the Grantee shall be bound by verbal or implied agreements.
15. **Responsibility for Project.** While State Parks undertakes to assist the Grantee with the project by providing funding pursuant to this Contract, the project itself remains the sole responsibility of the Grantee. State Parks undertakes no responsibilities to the Grantee, or to any third party, other than as expressly set out in this Contract. Grantee shall be solely responsible for the design, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

The Grantee shall defend at its own cost any and all claims or suits at law or in equity which may be brought against the Grantee in connection with the project.

The Grantee shall not look to State Parks, or to any of the State Parks' employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to the cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the project, including but not limited to, its design, development, construction, implementation, operation, and/or maintenance.

16. **Use and Maintenance of Project.** The Grantee shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this Contract as follows:
- A. Any property or facilities open to the public shall be open for the use by all segments of the public without restriction because of the race, color, creed, religion, sex, age, national origin or residence of the user. The Grantee shall grant access to all recreational vehicles to use boat sewage pumpout and/or dump station facilities under this grant program. Access shall be allowed during normal marina operating hours. Operating hours shall be posted in a conspicuous location on the premises.
 - C. The grantee shall operate and maintain the facilities in accordance with all applicable federal, state and local laws, orders, regulations and permits. The Grantee shall be responsible for all operation, maintenance and repair of the facilities and shall further be responsible for all ongoing utility costs.
 - D. The Grantee shall actively maintain the facility for the full design life of the equipment or ten years which ever is longer.
 - E. In the event an equipment breakdown occurs, the Grantee shall notify State Parks within two (2) working days of the breakdown. The facility must be repaired and fully operational within ten (10) working days after the breakdown where the breakdown can be cured with normal expected repairs for \$500 or less. For repairs greater than \$500, the facility must be fully operational within 20 days after the breakdown. A written report for all breakdowns must be submitted to State Parks within two (2) weeks of the breakdown describing the problem(s), repair(s), and cost(s). State Parks reserves the right to make exceptions to the breakdown repair time limits in extenuating circumstances.
17. **Audits.** The Grantee shall be responsible for obtaining audits in accordance with applicable state laws for the period of this Contract. The audit shall be conducted by the Office of State Auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

The grantee shall also resolve, to the satisfaction of State Parks, all audit findings pertaining to funds provided under this Contract. State Parks may recover disallowed/questioned costs disclosed in the final audit. The Grantee shall submit a copy of the audit to State Parks.

18. **Liability Insurance.** The Grantee shall provide a minimum of \$1,000,000 combined single limit insurance for comprehensive general liability for the duration of the Contract. Alternatively the Grantee may provide a minimum of \$1,000,000 combined single limit insurance for comprehensive general liability under a "Self Insurance Risk Management Program" or "Insurance Pool." The Grantee shall name State Parks as an additional insured.

The Grantee shall submit to State Parks a copy of the "Certificate of Insurance" or documentation of minimum coverage annually by January 31 for the current year.

19. **Compliance with Environmental Legislation.** The Grantee shall comply with all applicable provisions of the State Environmental Policy Act, the Shoreline Management Act, and all other laws, rules, regulations, codes, and development restrictions applicable to the project described in this Contract. Such compliance shall include, but not be limited to, obtaining all required licenses and permits for the project. Failure to comply with such restrictions is grounds for civil penalties, repayment by Grantee of all funds received from State Parks hereunder, and/or termination of the Contract.
20. **Use Records.** The Grantee shall monitor the use of the boat sewage pumpout and/or dump station by installing a use counter mechanism, and shall maintain records of use numbers in a manner as approved by State Parks. On a form provided by State Parks, the Grantee shall file with State Parks a clean, legible copy of the use record annually by January 31.
21. **Public Information Requirements.** The Grantee shall install a state or national symbol provided by State Parks which is to be clearly visible to direct boaters entering the facility to sewage pumpout and dump stations. In addition, the Grantee shall provide signs or markers indicating fees, restrictions, hours of operation, operating instructions and a contact name and telephone number if the facility is inoperable.
22. **Boater Environmental Education Requirements.** The Grantee shall cooperate in any related boater environmental education program administered or approved by State Parks. Such educational program will include, but not be limited to, the distribution of brochures developed or approved by State Parks and installation of interpretive signage developed or approved by State Parks.

23. **Compliance with Applicable Laws and Regulations.** The Grantee shall comply with any and all applicable local, state and federal laws and regulations, including but not limited to 352-76 WAC.
24. **Fees.** The Grantee may charge a maximum of five-dollars (\$5) fee per use, with no justification, for use of pumpout facilities constructed with grant funds. If higher fees are to be charged, they must be justified to and approved by the director of State Parks in writing before the fee may be charged. All fee proceeds shall be retained, accounted for, and used by the grant recipient to defray operation and maintenance costs. The maximum fee shall be evaluated for inflation each year and will follow federal funding guidelines for this program.
25. **Spill Reporting and Cleanup.** In the event materials from the boat sewage pumpout and/or dump station spill, it shall be the Grantee's responsibility to promptly begin and complete a thorough cleanup of the spill area. Notwithstanding and federal, state, or local reports that are required for any spill, the Grantee shall notify State Parks of any and all spills within 24 hours from the date and time the spill was discovered.
26. **Ownership of Boat Sewage Pumpout and/or Dump Station Facility.** Except as otherwise provided herein, the Grantee shall retain ownership of the boat sewage pumpout and/or dump station during the term of this Contract. The Grantee may, during the term of this contract, transfer or convey its ownership interest in the facility only if said transfer or conveyance is accompanied by an assignment of the Grantees rights and obligations herein detailed in this Contract. State Parks shall not unreasonably withhold its consent to such assignment.
- The Grantee shall not at any time during the term of this Contract convert any facility which was acquired or constructed pursuant to this Contract to use other than those for which assistance was originally approved.
27. **Assignment.** This Contract may not be assigned in whole or part without the prior written approval of State Parks. State Parks reserves the right to deny or condition approval of any assignment of the parties.
28. **Hold Harmless.** Each party agrees to be responsible and assume liability for their own wrongful and/or negligent acts or omissions or those of their officers, agents or employees to the fullest extent required by law and further agrees to save, indemnify and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

29. **Discrimination.** The Grantee shall not discriminate against any employee or applicant for employment, nor exclude any person from the benefits or deny participation to any person in any of the projects funded hereunder on account of race, creed, color, sex, marital status, age, national origin, or the presence of any sensory, mental, or physical disability. The Grantee shall comply with all applicable requirements of the Americans with Disabilities Act (ADA).
30. **Permission or Right to go upon the Property of Another.** The Grantee shall be solely responsible for obtaining any and all necessary land use agreements, permits, licenses, or easements from those agencies, organizations or individuals upon whose land the services called for in this Contract are to be performed.
31. **Grantee not an Employee of State Parks.** The Grantee, its employees or agents performing under this Contract are not considered to be employees or agents of State Parks. The Grantee will not hold itself out as nor claim to be an officer or employee of State Parks or of the State of Washington and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of state parks or of the state of Washington.
32. **Governing Law.** This Contract shall be governed by the law of the state of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The Grantee, by signature below, acknowledges the jurisdiction of the courts of the State of Washington.
33. **Severability.** If any provision of this Contract shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
34. **Dispute Resolution.** Any dispute arising out of the conduct of this Contract shall first attempt to be settled through negotiations by appointed representatives of the parties hereto. Each party shall appoint a representative to a dispute panel. The representatives shall mutually agree upon a third person to chair the panel. The dispute panel shall thereafter recommend a resolution of the dispute. Neither party shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism set forth herein.
35. **Negotiation Period.** During the final year of the initial term and of any successive terms of this contract, State Parks and the Grantee shall enter into negotiations concerning termination or renewal of this Contract, taking into consideration the projected full period of the boat sewage pumpout and/or dump station facilities' useful life. In the event the parties are unable to reach

agreement through such negotiations, this Contract shall automatically be renewed for an additional five-year term, upon the Same terms and conditions contained herein.

36. **Termination.** This Contract may be terminated upon 60 days written notice from State Parks to the Grantee in the event the Grantee violates any provision of this Contract, or defaults in the performance of any requirement hereof. All obligations of State Parks under this Contract may be suspended or canceled, at the option of State Parks, if any one of the following events occurs:
- A. Within 6 months after the effective date of the Contract, the Grantee has failed to make progress, satisfactory to State Parks, necessary to complete the project on time;
 - B. The grantee will otherwise be unable to complete the project, or any part of it, on time;
 - C. The Grantee has failed to comply with any or all of its obligations under this Contract;

In the event this Contract is terminated by State Parks due to such violation or default on the part of the Grantee, the Grantee shall, within 30 days of any such termination, repay to State Parks all funds disbursed to the Grantee by State Parks for the project described herein.

37. **Recovery of Payments to Grantee and Interest Rate.** The right of the Grantee to retain monies paid as reimbursement payment is contingent upon satisfactory performance of this contract including the satisfactory completion of the project described herein. In the event the Grantee fails, for any reason, to perform obligations required of it by this Contract, State Parks, at its sole discretion, may require the Grantee to repay to State Parks all grant funds disbursed to the Grantee for those parts of the project that are rendered ineffectual, in the opinion of State Parks, by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time State Parks demands repayment of funds. In lieu of repayment, State Parks may require that any property acquired under this Contract become State Parks property, and the Grantee's liability, if any, to repay monies shall be reduced by an amount reflecting the fair value of such property.

38. **No Waiver by State Parks.** Any waiver by State Parks of any condition shall only be effective if such waiver is made in writing by State Parks. Failure by State Parks to insist upon the strict performance of any provision of this

agreement shall not affect State Park's right to require strict performance of the same provision in the future or any other provision. Failure by State Parks to exercise any right based upon a breach, or acceptance by State Parks of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

39. **Entire Agreement.** Except as otherwise provided in the terms of this Contract, this document contains the entire agreement of the parties. No other agreement, statement or promise made by any party, or to any employee, officer or agency of any party, shall be binding or valid.
40. **Survival.** All obligations of the Grantee which arise prior to the termination of this contract shall continue as obligations subject to the requirements of this Contract until fully performed. All Clauses of this contract which require performance beyond the termination date shall survive the termination date of this Contract.
41. **Authority of the Grantee.** The Grantee by the signature of its authorized representative below represents and warrants that this Contract is legal, valid and binding obligation on behalf of the Grantee and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Contract is executed on the day last written below.

GRANTEE

State of Washington
Parks and Recreation Commission

Signature
Title
Date: _____

Date: _____

Taxpayer Identification Number

APPROVED AS TO FORM ONLY BY
THE OFFICE OF THE ATTORNEY
GENERAL

By: Joseph E. Shorin,
Assistant Attorney General

Date: November 20, 1996

1995 CLEAN VESSEL PUMP-OUT PROGRAM

Appendix B

Contract #CVP97145-03

City of Gig Harbor

Pierce County

	Estimated Costs	Grantee Funds	State Funds	TOTAL FUNDS
ENGINEERING				
Scale Drawing As Built Drawings				
Final Design				3000 00
Engineering Total	3000			3000 00
FLOAT SPACE ALLOCATION				
Float Construction Space Allocation Piling				
lump sum floats fittings and Shore Works				0 00
Float Space Total	0			0 00
EQUIPMENT				
Pump Out Unit Portable Toilet Dump				
Station Forward Lift Station Other (Spare				
parts m.s.c.)				
Equipment Total	10000			10000 00
PLUMBING, MECHANICAL & ELECTRICAL				
Plumbing Non-potable water supply				
Backflow valves wiring disconnect float				
control alarm center night lighting hour				
meter nuts & bolts other				
Mech. & Elec. Total	13000			13000 00
TREATMENT DISPOSAL				
Access existing gravity sewers Upland				
Holding tank on-site disposal land				
methods (Monthly gray water fees)				
Treatment/Disposal	2000			2000 00
SIGNS				
Location & User instruction signs & labor				
Signs Total	500			500 00
PERMIT INSPECTION				
Health Dept. Inspection (Holding Tank)				
Shoreline Permit Environmental Review (done)				
Permit/Inspection Total	1500			1500 00
OTHER COSTS				
Other Costs Total				
TOTAL S FUNDING				30000 00
TOTAL STATE PARKS FUNDS			22500 00	
TOTAL MATCHING CONTRIBUTIONS		7500 00		

WASHINGTON STATE PARKS AND RECREATION COMMISSION
1995-96 BOAT SEWAGE PUMPOUT AND/OR DUMP STATION PROGRAM

CERTIFICATION STATEMENT

I, _____, _____
(Name) (Title)

For the _____, hereby certify by my
(Name of Organization)
signature affixed below that the bidding, contracting, and construction activities made pursuant to the boat sewage pumpout and/or dump station program shall be in accordance with the applicable portions of title 39 and/or title 53 RCW.

As a representative of the _____,
(Name of Organization)
having authority to direct such work to be done, this statement is provided as a true and accurate statement that the bidding, contracting, and construction activities shall be in accordance with Title 39 and/or Title 53 RCW, as applicable.

Dated this _____ day of _____, 19__.

(Print Name)

(Title)

(Signature)

1995 CLEAN VESSEL PUMP-OUT PROGRAM

Contract #CVP97145-03

City of Gig Harbor

Pierce County

	Estimated Costs	Grantee Funds	State Funds	TOTAL FUNDS
ENGINEERING				
Soil Drawing As Built Drawings				
Final Design				3000.00
Engineering Total	3000			3000.00
FLOAT SPACE ALLOCATION				
Float Construction Space Allocation, Piling, Lumber, floats, fittings and Shore Works				0.00
Float Space Total	0			0.00
EQUIPMENT				
Pump Out Unit, Portable Toilet, Dump Station, Forward Lift Station, Other (Spare parts, misc.)				10000.00
Equipment Total	10000			10000.00
PLUMBING, MECHANICAL & ELECTRICAL				
Plumbing, Non-potable water supply, Backflow valves, wiring, disconnect float control, alarm center, night lighting, floor mats & bolts, other				13000
Mech & Elec Total	13000			13000.00
TREATMENT DISPOSAL				
Access existing gravity sewers, Upland holding tank, on-site disposal, land methods (Monthly gray water fees)				2000.00
Treatment Disposal	2000			2000.00
SIGNS				
Location & User instruction signs & labor				500.00
Signs Total	500			500.00
PERMIT/INSPECTION				
Health Dept. Inspection (Holding Tank), Shoreline Permit, Environmental Review (done)				1500.00
Permit/Inspection Total	1500			1500.00
OTHER COSTS				
Other Costs Total				
TOTAL S FUNDING				30000.00
TOTAL STATE PARKS FUNDS			22500.00	
TOTAL MATCHING CONTRIBUTIONS		7500.00		



Washington State
 Parks and Recreation Commission
 BOATING PROGRAMS OFFICE
 PO Box 42654
 Olympia WA 98504-2654

SIGNATURE AUTHORIZATION

Name of Organization CITY OF GIG HARBOR	Date Submitted
Name of Project JERISICH DOCK IMPROVEMENT PROJECT	Contract Number

I. AUTHORIZED TO SIGN APPLICATIONS/REVISED APPLICATIONS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Gretchen Wilbert	Mayor

II. AUTHORIZED TO SIGN CONTRACTS/CONTRACT MODIFICATIONS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Gretchen Wilbert	Mayor

III. AUTHORIZED TO SIGN VOUCHERS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Tom Enlow	Finance Director

IV. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Wes Hill, P.E.	Public Works Director

WASHINGTON STATE PARKS AND RECREATION COMMISSION
1995-96 BOAT SEWAGE PUMPOUT AND/OR DUMP STATION PROGRAM

CERTIFICATION STATEMENT

I, Wes Hill, Public Works Director
(Name) (Title)

For the City of Gig Harbor, hereby certify by my
(Name of Organization)

signature affixed below that the bidding, contracting, and construction activities made pursuant to the boat sewage pumpout and/or dump station program shall be in accordance with the applicable portions of title 39 and/or title 53 RCW.

As a representative of the City of Gig Harbor,
(Name of Organization)

having authority to direct such work to be done, this statement is provided as a true and accurate statement that the bidding, contracting, and construction activities shall be in accordance with Title 39 and/or Title 53 RCW, as applicable.

Dated this _____ day of _____, 19__.

Wes Hill, P.E.
(Print Name)

Public Works Director
(Title)

(Signature)



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: JERISICH PARK AND DOCK - CONSULTANT SERVICES AGREEMENT -
DATE: MAY 7, 1997

INTRODUCTION/BACKGROUND

On October 14, 1997, the Council approved a Consultant Services Contract with Thornton Land Surveying, Inc., to develop construction record drawing and tideland information for Jerisich Dock to help resolve concerns expressed by the Interagency Committee for Outdoor Recreation (IAC) that dredging would be necessary to provide additional moorage space. On March 10, 1997, the Council approved a Consultant Services Contract with Layton and Sell, Inc., P.S., to design and provide construction support services for the Jerisich Dock Improvement Project.

In separate correspondence to the Council requesting approval of grant agreements for the Jerisich Dock Improvement Project, it is noted that the IAC has mandated execution of a new long term lease agreement with the Department of Natural Resources (DNR) as a prerequisite to their participation in the dock improvement project. Consistent with previous DNR applications, it was anticipated that the plans developed by Layton and Sell would be sufficient for the new lease.

DNR now requires a record of survey in conjunction with a lease agreement. Engineered plans are no longer acceptable. Layton and Sell have used the information from the Thornton Land Surveying contract to prepare preliminary design information. Additional information is needed to verify the location of the upland improvements, and property line, and harbor bottom elevations approaching the outer harbor line. The nominal information needed to assist Layton and Sell can be readily incorporated into the survey work required for the lease.

Insufficient staff resources are available to perform the necessary survey work to resolve these items. Thornton Land Surveying is the logical choice to perform this work based on their prior survey work in conjunction with the current and previous dock and park improvement projects.

POLICY CONSIDERATIONS

The agreement waives the Professional Errors and Omissions requirement in consideration of the small size of the contract and the professional licensing requirements for performance of the work.

FISCAL CONSIDERATIONS

Funds were not specifically allocated for preparing the DNR lease. However, funds are available for this work under the deferred '97 Skateboard Park project.

MAYOR WILBERT AND CITY COUNCIL

May 7, 1997

Page 2

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Thornton Land Surveying, Inc. in an amount not to exceed two-thousand seven-hundred fifty dollars and no cents (\$2,750.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Thornton Land Surveying, Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Thornton Land Surveying, Inc. organized under the laws of the State of Washington, located and doing business at 8803 State Route 16, Gig Harbor, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in obtaining a new lease agreement with the Washington State Department of Natural Resources, and preparing plans, for the Jerisich Dock Improvements and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 7, 1997, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, 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:

I. Description of Work

The Consultant shall perform all work as described in Exhibit A.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed two-thousand seven-hundred fifty dollars and no cents (\$2,750.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit A.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same

within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within sixty (60) calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the

Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

VIII. Insurance

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

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

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

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

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available

or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Public Works Director

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

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

XVI. Written Notice

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

XVII. Assignment

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

XIII. Modification

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

XIX. Entire Agreement

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

herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 1997.

X _____

THE CITY OF Gig Harbor

By: William C. Thornton
Its Principal

By: _____
Mayor

Notices to be sent to:

Ray Harries, PLS
CONSULTANT

William C. Thornton
Thornton Land Surveying Inc.
PO Box 249 Gig Harbor WA
98335

Mr. Wes Hill
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

SCOPE OF WORK

May 7, 1997

THORNTON LAND SURVEYING, INC.

P. O. Box 249

GIG HARBOR, WASHINGTON 98335

May 7, 1997

RECEIVED

MAY - 7 1997

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.BUSINESS ... 1-206-858-8106
FAX ... 1-206-858-7466

Wes Hill, P.E.
Public Works Department Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Re: Jerisich Park Aquatic Lands Lease, J-6233

Dear Wes:

Thank you for taking time out of your busy schedule yesterday to meet with me regarding your request for further surveying services on the project referenced above.

Based on our discussion yesterday, Thornton Land Surveying, Inc. will perform the following work items:

- 1) Research past lease exhibits.
- 2) Supplemental topographic survey of uplands adjoining tidelands topography job we performed under Job No. 6233 during October and November 1996.
- 3) Field locate all upland improvements on site, which will include utilities, curbs, gutters, sidewalks off-site utilities after you have locates done and notify us.
- 4) Compute deed boundaries and map any encroachments, if any exist. (After City provides Thornton Land Surveying, Inc. with a title certificate).
- 5) Field survey crew to perform a line survey of uplands, monument same between Jerisich Park and marina adjoining to the northwest.
- 6) Field survey crew to establish five more bedland elevations in the vicinity of the Outer Harbor Line.
- 7) Thornton Land Surveying, Inc. will assist the City in addressing Section 1,2,3,4,5 and 6 of the State of Washington "Application For Authorization to use State owned Aquatic Lands" (see attached).
- 8) Thornton Land Surveying, Inc. will complete items 1 thru 12 of Section 7, "Property Survey" (see attached).

May 6, 1997
Page 2

- 9) Thornton Land Surveying, Inc. will provide data to Layton-Seil and coordinate drafting of proposed improvements to exhibit map.
- 10) Thornton Land Surveying, Inc. contract for employment will terminate once application and exhibit map is submitted to the City for forwarding onto the State with application fee's.

Please budget a cost of \$2750.00 for the above 10 items.

Sincerely,

THORNTON LAND SURVEYING, INC.



Ray Harris, P.L.S.
Manager

RH/lb

cc: File

NOTE: Scope of Work includes preparation of construction record drawing for upland improvements based on planimetric surface information obtained under Item '3' and survey information from Items '4' and '8' herein; and submittal of survey information on computer diskette in AutoCADD Release 12 or or newer, format.

PAW
5/9/97

ATTACHMENT 1: Department of Natural Resources "Application for Authorization to Use State-Owned Aquatic Lands" form.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER
COMMISSIONER OF PUBLIC LANDS

APPLICATION FOR AUTHORIZATION TO USE STATE-OWNED AQUATIC LANDS

I. SUBMISSION OF APPLICATION

NO WORK CAN BE STARTED ON THE PROJECT AREA UNTIL A USE AUTHORIZATION HAS BEEN GRANTED BY THE DEPARTMENT OF NATURAL RESOURCES

Enclose a \$25.00 non-refundable application processing fee with the application. This application form will be reviewed by the Department of Natural Resources upon receipt at the address given below. Applicants will be notified in writing if the application will be accepted for further review. However, this application may be rejected at any time before signed execution of a use authorization.

Please send the completed application form to your region land manager at:

Department of Natural Resources
South Puget Sound Region
PO Box 68
Enumclaw, WA 98022

II. APPLICANT INFORMATION

Date of Application: _____
Authorization to be Issued To (how name is to appear in the lease document): _____

Address: _____

City: _____ State: _____ Zip Code: _____
Telephone Number: _____ FAX Number: _____

Applicant's Representative: _____

Relationship to Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____
Telephone Number: _____ FAX Number: _____

If Property will be used for business purposes, Applicants' Washington Department of Revenue Tax *Registration Number (Unified Business Identifier) is Required: _____

Which of the following applies to Applicant (Check One and Attach written authority to sign - bylaws, power of attorney, etc):

- Corporation _____ (State of Registration: _____) Government Agency _____
- General Partnership _____ Limited Partnership _____ (State of Registration: _____)
- Sole Proprietorship _____ Marital Community _____ (Spouse: _____)
- Other _____ (Please Explain: _____)

Has the site use been authorized before or is it currently under lease? Yes (#) _____ No _____ Don't Know _____

FOR OFFICIAL USE ONLY	
Land Manager Type: (20, 21, 22, 23, 31, 51)	_____
Land Manager: <input type="checkbox"/> New Application <input type="checkbox"/> Renewal Application	_____
Land Manager Initials	Aquatic Program Manager Initials
Support Application Fee Received	Date
Land Records: New Application Number	_____
Land Records: Trust	County AQR Plate No.

III. LOCATION

The Body of Water on which the state property is located: _____

County in which the state property is located: _____

Government Lot _____, Section _____, Township _____, Range _____ E/W _____

A LEGAL PROPERTY SURVEY INCLUDING THE LEGAL DESCRIPTION AND OTHER INFORMATION ABOUT THE PROPERTY IS REQUIRED TO OBTAIN A USE AUTHORIZATION. THE SURVEY REQUIREMENTS ARE DESCRIBED IN SECTION VII, PROPERTY SURVEY OF THIS FORM. THE SURVEY PLAT WILL BE ATTACHED TO THE LEASE AS EXHIBIT A. (DO NOT HAVE THIS SURVEY CONDUCTED UNTIL YOU HAVE BEEN NOTIFIED IN WRITING THAT THE APPLICATION HAS BEEN ACCEPTED FOR PROCESSING.)

Physical description of Project Area (For example, Marsh, Tidelat adjacent to the Chehalis River, etc.): _____

Name of Owner(s) of Uplands, Shorelands,
and/or Tidelands shoreward and adjacent to the Property:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone Number: _____

County Parcel No(s). for adjacent properties, upland, and/or adjacent tideland properties: _____

EXCEPT FOR PROPERTY LOCATED WITHIN ESTABLISHED HARBOR AREAS, PROOF OF OWNERSHIP, OR AUTHORIZATION TO USE THE ADJACENT TIDELAND, SHORELAND, OR UPLAND PROPERTY MAY BE REQUIRED. IF THE APPLICANT IS THE OWNER OF THE ADJACENT LAND, ATTACH A COPY OF THE DEED OR CONTRACT OF SALE.

IV. USE OF PROPERTY

1. Describe, in detail, the proposed use of the Property: _____

2. Is or will the Property be subleased to another party? Yes ___ No ___ (If yes, submit a copy of the sublease agreement.)

3. What are the current and past uses of the site? _____

Do you have any knowledge of contamination of the site by toxic or hazardous substances, or of past uses or practices that might have lead to contamination by such substances? If so, please explain: _____

5. Do you know if any fill material has been placed on the property in question? If yes, please explain: _____

V. IMPROVEMENTS

PHYSICAL IMPROVEMENTS ARE STRUCTURES PLACED ON THE LAND THAT CANNOT BE REMOVED WITHOUT DAMAGE TO THE LAND. EXAMPLES OF SUCH STRUCTURES INCLUDE PILING, DOLPHINS, PIERS, WHARVES, PILING-SUPPORTED BUILDINGS, STRUCTURES BUILT ON FILL OR CONCRETE FOUNDATIONS, BURIED PIPELINES AND CABLES, AND SUPPORT STRUCTURES FOR BRIDGES.

1. What physical improvements currently exist on the site? (Photos may be required.) _____

2. If there are physical improvements currently on the site, who owns them? _____

3. If there are physical improvements currently on the site, describe their condition: _____

4. Which, if any, of the existing physical improvements will be removed, remodeled, or reconstructed? _____

5. Describe any physical improvements that the applicant is proposing to construct on the site: _____

6. Has any fill material been placed on the site? If Yes, please describe: _____

VI. LOCAL, STATE, AND FEDERAL REGULATORY PERMITS

COPIES OF ALL GOVERNMENT REGULATORY PERMITS ARE REQUIRED BEFORE ISSUANCE OF A DNR USE AUTHORIZATION. YOUR PROJECT MAY REQUIRE SOME OR ALL OF THESE PERMITS.

Please include the following permit applications, permits, or waivers with the application:

JARPA (Joint Aquatic Resource Permit Application)

This one form is used to apply for all of the following individual permits:

1. Section 10 Permit (Required by the US Army Corps of Engineers for any work in or affecting navigable waters, e.g., floats, docks, piers, dredging, pilings, bridges, overhead power lines.)
2. Shoreline Substantial Development, Conditional Use, Variance Permit or Exemption (Issued by Local Government, and is required for work or activity in the 100 year floodplain, or within 200 feet of the Ordinary High Water mark of certain waters; and which included any one of the following: dumping, drilling, dredging, filling, placement or alteration of structures or any activity which substantially interferes with normal public use of the waters.)
3. Hydraulic Project Approval (Required by the Department of Fish and Wildlife if the project includes work that will use, divert, obstruct, or change the natural flow or bed of any fresh or salt water of the state.)
4. Section 404 Permit (Required by the US Army Corps of Engineers if your project will discharge or excavate any dredged or fill material waterward of the Ordinary High Water mark or the Mean Higher High Tide Line in tidal areas.)
5. Section 401 Water Quality Certification (Required by the Department of Ecology if a Section 404 permit is required)

NPDES (National Pollutant Discharge Elimination System Permit)

Required by the Department of Ecology under delegated authority from the Federal Environmental Protection Agency for projects that include the discharge of fluid on or into surface water.

SEPA (State Environmental Policy Act) Checklist and Environmental Assessments

When you submit a permit application to any agency, if the project is not exempt, the lead agency will ask you to fill out an environmental checklist. Based on checklist answers and the reviewers knowledge of the project site, agency personnel will determine the types of impacts the project may have on the environment. The agency assessments may be the following forms: Determination of Nonsignificance, Determination of significance, scoping documents, draft or final Environmental Impact Statements (EIS) or others prepared for the purpose of compliance.

Describe any habitat mitigation required by any of the permitting agencies identified above and identify where such mitigation is proposed to occur: _____

VII. PROPERTY SURVEY

A survey of the area to be leased is required for each application (except material removal and mooring buoys). A third order survey is required and a Record of Survey plat shall be submitted showing the results of the survey and the location of the lease site applied for. A copy of the final proposed plat must be submitted directly to the land manager who will pass onto the department's Engineering Division, State Land Survey Unit, for preliminary review prior to submission of the final plat. The final plat shall be filed with the county auditor and a copy that includes the auditor's recording information shall be submitted to the department's Aquatic Resources Division.

THE AUTHORIZATION TO USE AQUATIC LANDS IS OFTEN SUBJECT TO PREFERENCE RIGHTS. APPLICANTS AND SURVEYORS SHOULD CAREFULLY DETERMINE THE DIRECTION, AND SHOW DETAIL OF, THE PRORATION OF COVES AND IRREGULAR SHORELINES.

Specific requirements are:

1. The location of the proposed project area should be surveyed and become a part of the application. This survey should comply with the standards set forth in WAC 332-130-090 as required and a Record of Survey plat shall be submitted showing the results of the survey and the location of the aquatic lease site applied for. A copy of the final proposed plat must be submitted directly to the land manager who will pass it on to the department's Engineering Division, State Land Survey Unit, for preliminary review prior to submission of the final plat. The final plat shall be filed with the county auditor and a copy that includes the auditor's recording information shall be submitted to the department's Aquatic Resources Division.
2. The plat must be certified to be accurate, signed and sealed by a Washington State registered land surveyor (RCW 18.43.070), or a public official as prescribed by law.
3. All field boundary surveys and plat preparation (actual map) shall be performed according to the standards prescribed in WAC 332-130 and Title 58 RCW.
4. Distances and directions to the lease area from two or more controlling corners of a recorded subdivision or government survey (GLO) corners must be provided.
5. The survey shall be related by meridian and coordinate to the Washington Coordinate System by closed ties to NGS Control monuments, or the extension thereof. The designation of the control stations used shall appear on the plat.

6. The plat must show the location of the following lines for:
- (a) Tidal Areas - Government meander line, line of mean high tide, line of mean low tide, and line of extreme low tide (include name of tidal bench mark(s) used for tidal datum);
 - (b) Lakes - Government meander line, line of ordinary high water (original ordinary high water if area has experienced artificial raising or lowering of water level), and line of ordinary low water (include source of data) and line of navigability if established;
 - (c) Rivers - Line of ordinary high water and line of ordinary low water (include source of data) and line of navigability if established.
7. Where existing, the plat must show location of lots and blocks of platted tide or shore lands, inner and outer harbor lines, waterway lines, street boundaries, and any local construction limit lines.
8. Proposed lease area boundaries must be clearly shown with distances and directions of all boundary lines. The area of the lease shall be shown to an accuracy of (+/-) 0.5% of the total area or (+/-) 10 square feet, whichever is greater.
9. A narrative legal description must describe the actual area being proposed to lease. It must be prepared, signed, and stamped by a licensed land surveyor, and attached to Exhibit A.
10. The exhibit map must show a detailed plan of improvements to be constructed or already existing on the lease area, such as piers, wharves, bulkheads, breakwaters, dolphins, buoys, or other structures.
11. No facility shall be constructed such that any portion of it falls outside the granted lease site.
12. A photo-reduced 11 inch by 17 inch copy of the plat marked as Exhibit "A" shall be submitted with the final plat.
- Note:
- 1. The lease of aquatic lands is often subject to preference rights. Applicants and surveyors should carefully determine the direction, and show detail of, the proration of coves and irregular shorelines.
 - 2. VARIANCE - When connection to the Washington Coordinate System would require an extensive control survey, the applicant may submit a request for a variance from that requirement to the division's land manager. The request shall clearly state the reasons for the variance, propose an alternate meridian, and be signed by a land surveyor licensed in Washington.

All answers and statements are true and correct to the best of my knowledge.

Applicant _____
(Please Print)

Signed _____
(Applicant or Authorized Signature)

Title _____

Company _____

Date _____

LAYTON & SELL, INC., P.S.

Consulting Engineers
15600 Redmond Way, Suite 302
Redmond, Washington 98052-8862
(425) 881-8151
Fax 885-2154

RECEIVED

MAY 05 1997

LETTER OF TRANSMITTAL

DATE May. 2, 1997	JOB NO. 117-06
ATTENTION WES HILL	
RE: Jerisich Park Dock	

To: City of Gig Harbor CITY OF GIG HARBOR
3105 Judson Street PUBLIC WORKS DEPT.
Gig Harbor, WA 98335

WE ARE SENDING YOU Attached Under separate cover
via US Mail the following items:

COPIES	DATE	DESCRIPTION
1	5/2/97	Print of Jerisich Dock Improvements Preliminary Site Plan
1	5/2/97	Print of Jerisich Dock Improvements Typical Floating Pier Section

THESE ARE TRANSMITTED as checked below:

- As requested For review and comment
 For your use For approval

REMARKS:

COPY TO _____

SIGNED

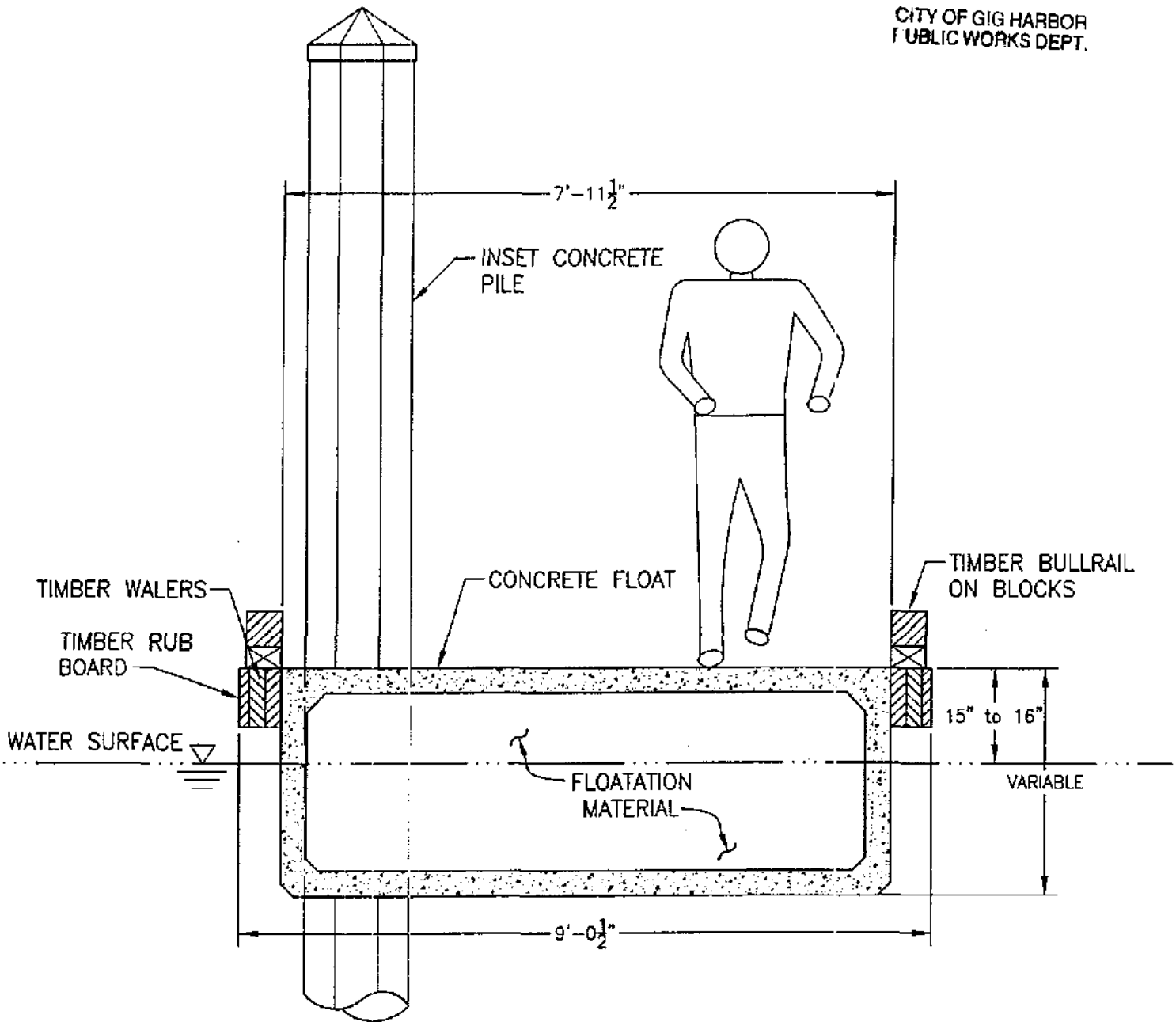
J. D. Sell
J. D. Sell, P.E.



RECEIVED

MAY 05 1997

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.



SCALE: 1" = 2'

Layton & Sell
coastal & civil engineers

Layton & Sell, Inc., P.S.
13600 Redmond Way # Suite 302
Redmond, Washington 98052-3882
Office: (425)881-8151 • Fax: 885-2154

DESIGNED: JDS
DRAWN: JDS
CHECKED:
PROJECT NO. 117-06
DATE: May 2, 1997

City of Gig Harbor's Jerisich Park
Harborview Drive
Gig Harbor, Washington
Dock Improvements
TYPICAL FLOATING PIER SECTION

RECEIVED

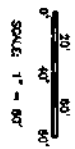
MAY 05 1997

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

EXPRESS 11/18/96



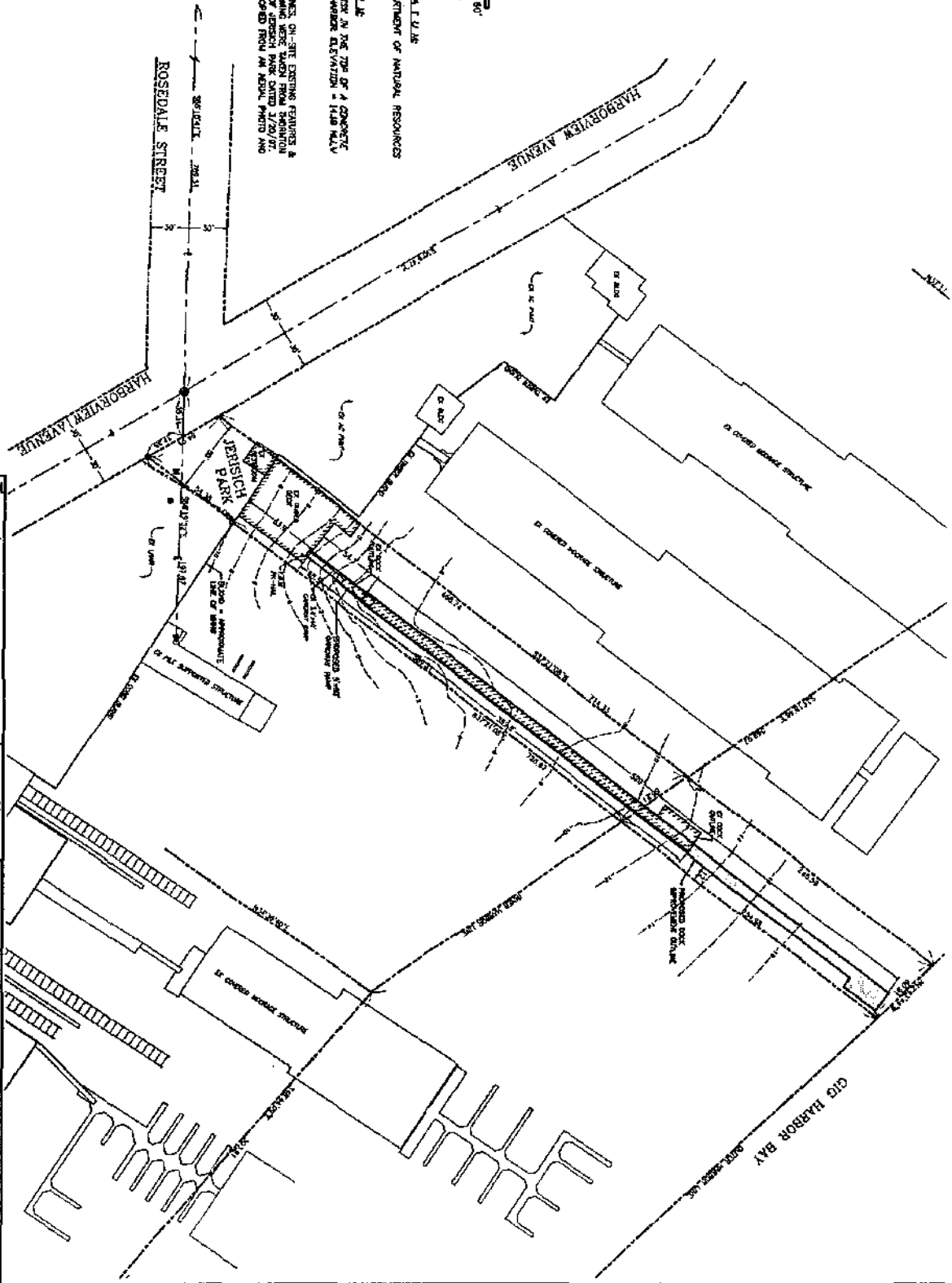
2-2-47



HORIZONTAL DATUM
STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES
NAD 83 / NAD 83 (1983)

VERTICAL DATUM
SEA LEVEL 1984, USED AS THE REFERENCE ELEVATION FOR ALL
VERTICAL DATA. THE VERTICAL DATUM IS THE MEAN SEA LEVEL
AT THE LOCATION OF THE TIDE GAUGE AT GIG HARBOR.

NOTE:
THE PROPERTY LINES, HARBOR LINES, ON-SITE EXISTING FEATURES &
UTILITIES ARE SHOWN AS DASHED LINES. THE PROPOSED IMPROVEMENTS
ARE SHOWN AS SOLID LINES. THE PROPOSED IMPROVEMENTS ARE
BASED ON THE DATA PROVIDED BY THE CLIENT. THE CLIENT IS
RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED. THE
ON-SITE FEATURES WERE CORRECTED FROM AN AERIAL PHOTO AND
ARE APPROXIMATE ONLY.



Layton
Isneil

Layton & Isneil, Inc., P.S.
1500 1st Avenue, Suite 200
Gig Harbor, Washington 98043-3840
Phone: (206) 835-9100 Fax: (206) 835-7100

PROJECT NO.	117-05
SHEET NO.	1

City of Gig Harbor's Jerisich Park
Dock Improvements
PRELIMINARY SITE PLAN

DATE: May 2, 1997



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: COULTERCREST CONDOMINIUMS - SIDEWALK EASEMENT
DATE: MAY 7, 1997

INTRODUCTION/BACKGROUND

On November 14, 1994, the Council conditionally approved under City Resolution No. 433 a contract rezone and condominium site plan for a parcel located at 9005 Franklin Avenue. Condition 5 of the approval required that the recorded plat include a dedicated easement for the public sidewalk, curb, gutter and street improvements that apparently had historically existed along the parcel's frontages along North Harborview Drive and Peacock Hill Avenue. Subsequently, the City constructed new frontage improvements in conjunction with the 1995 North Harborview Drive project.

The property owners have proceeded with their development plans, and are seeking final site plan approval. Accordingly, Thornton Land Surveying, Inc., has surveyed the property and improvements, and prepared an easement agreement for the improvements in accordance with Condition '5' of City Council Resolution No. 433, and City standards.

Council approval of the easement agreement is being requested.

FISCAL CONSIDERATIONS

Approval of the easement agreement will formally complete the process initiated in 1994 to confirm the City's interest in providing and maintaining facilities for public access along this segment of North Harborview Drive and Peacock Hill Avenue.

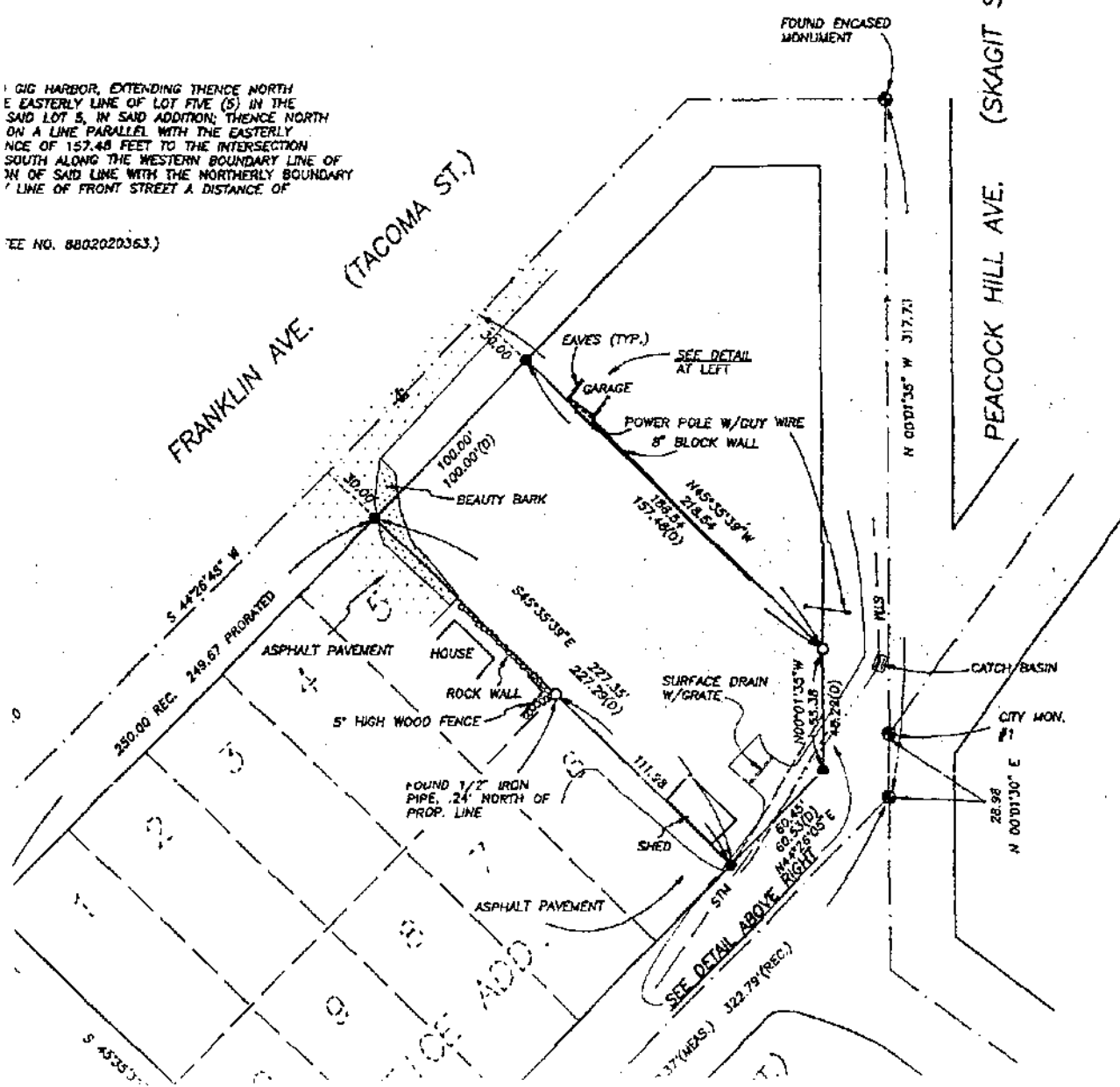
RECOMMENDATION

I recommend that the Council accept the attached easement agreement.

F SURVEY COUNTY

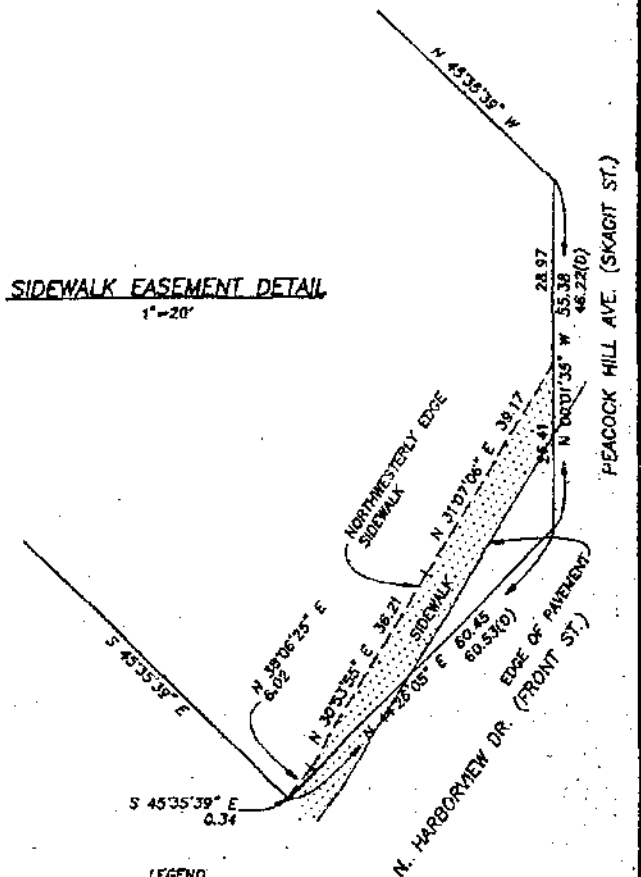
...GIG HARBOR, EXTENDING THENCE NORTH
EASTERLY LINE OF LOT FIVE (5) IN THE
SAID LOT 5, IN SAID ADDITION, THENCE NORTH
ON A LINE PARALLEL WITH THE EASTERLY
NCE OF 157.48 FEET TO THE INTERSECTION
SOUTH ALONG THE WESTERN BOUNDARY LINE OF
M OF SAID LINE WITH THE NORTHERLY BOUNDARY
LINE OF FRONT STREET A DISTANCE OF

SEE NO. 8802020363.)



SIDEWALK EASEMENT DETAIL

1"=20'



LEGEND

- STM — APPROXIMATE LOCATION STORM SEWER
- SET 5/8" IRON BAR W/PLASTIC CAP "L.S. 10238"
- FOUND 1" IRON PIPE
- ⊙ FOUND SURFACE BRASS MONUMENT IN CONCRETE IN 1993.
- (D) DEED DESCRIPTION A.P.M. 8802020363

BASIS OF BEARINGS

ASSUMED BEARING OF N 44°26'45" E BETWEEN FOUND CITY MONUMENTS NO. 109 & NO. 110.

SURVEY STANDARDS

THIS SURVEY CONFORMS TO THE MINIMUM SURVEY STANDARDS AS PER W.A.C. 352-130-090.

EQUIPMENT / PROCEDURE

TOPCON TOTAL STATION AND CALIBRATED CHAIN, FIELD TRAVERSE AND LOT STAKING.

AFTER RECORDING, RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3105 Judson Street
Gig Harbor, WA 98335

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and Dennis F. & Jan V. Weaver a/an _____ organized under the laws of the State of Washington, as the owners of the within-described property (the "Owners" herein):

WITNESSETH:

WHEREAS, Owners own a fee simple and/or have a substantial beneficial interest in the following real property, commonly known as 9509 Franklin Ave., Gig Harbor, Washington 98332, and legally described as follows (the "Property" herein):

See page 4 for original description..

WHEREAS, the City desires an easement for the purpose of monitoring, inspecting, maintaining, operating, improving, repairing, constructing, and reconstructing a sidewalk; Now, Therefore, the parties hereto agree as follows:

In consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Owners hereby convey and warrant to the City, a perpetual, nonexclusive easement, under, over, through and across the Property, for the purposes of monitoring, inspecting, maintaining, improving, repairing, constructing, and reconstructing a sidewalk, which easement (the "Easement" herein) is legally described as follows:

See page 4 for easement description.

This Easement is subject to and conditioned upon the following terms and covenants, which both parties promise to faithfully and fully observe and perform:

1. The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easement, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City except such improvements installed and/or constructed on the Easement by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in "3" below.

2. The Owners shall retain the right to use the surface of the Easement. However, the Owners shall not directly or indirectly have the right to:

- A. Erect or install, or cause to be erected or installed, any buildings, structures, pavement, or facilities within the Easement; or
- B. Plant, or cause to be planted, any additional trees, shrubs, or vegetation with deep root patterns which may cause damage to or interfere with the sewer to be placed within the Easement by the City; or
- C. Develop, landscape, or beautify, or cause to be developed, landscaped, or beautified, the Easement area in any way that would unreasonably increase the costs to the City of restoring the Easement and any Owner-caused or authorized improvements therein. The decision as to the reasonableness of any such increase in the City's cost to restore the City's easement shall be solely the City's. Any costs in excess of what the City determines to be reasonable for Easement restoration shall be borne by the Owners; or
- D. Grant any additional or subsequent easement inconsistent with the rights of the City as granted herein. The City shall make the final determination whether any proposed subsequent easement is inconsistent with the City's Easement.

4. The Owners, their successors and assigns, shall allow access to the Easement by the City, without the City having to give prior notice of its intent to access the Easement.

5. This instrument shall be recorded in the records of the Pierce County Auditor at the expense of the Owners and shall inure to the benefit of and be binding upon the Owners, its legal representatives, assigns, heirs and all owners of an after-acquired interest in the Property, and their successors and assigns.

Dated this 14th day of April, 1997.

CITY OF GIG HARBOR

OWNERS:

By: _____
Its _____

Jan Weaver
Debra Weaver

ATTEST:

City Clerk

Approved as to form:
Office of the City Attorney

ORIGINAL PARCEL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT SIX (6), PRENTICE ADDITION TO GIG HARBOR, EXTENDING THENCE NORTH 43 DEGREES (43°) WEST, ALONG THE EASTERLY LINE OF SAID LOT SIX AND THE EASTERLY LINE OF LOT FIVE (5) IN THE SAME ADDITION, A DISTANCE OF 227.28 FEET, TO THE NORTHEAST CORNER OF SAID LOT 5, IN SAID ADDITION; THENCE NORTH 44 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 100 FEET; THENCE SOUTH 43 DEGREES EAST, ON A LINE PARALLEL WITH THE EASTERLY BOUNDARY LINES OF SAID LOTS 5 AND 6 OF SAID PRENTICE ADDITION, A DISTANCE OF 157.48 FEET TO THE INTERSECTION OF SAID LINE WITH THE WESTERN BOUNDARY LINE OF SKAGIT STREET; THENCE SOUTH ALONG THE WESTERN BOUNDARY LINE OF SKAGIT STREET A DISTANCE OF APPROXIMATELY 46.22 FEET TO THE INTERSECTION OF SAID LINE WITH THE NORTHERLY BOUNDARY LINE OF FRONT STREET; THENCE SOUTHWESTERLY ALONG THE NORTH BOUNDARY LINE OF FRONT STREET A DISTANCE OF APPROXIMATELY 60.53 FEET TO THE PLACE OF BEGINNING.

SITUATE IN PIERCE COUNTY, WASHINGTON.

DESCRIPTION FROM STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FEE NO. 8602020363.

EASEMENT DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT PARTICULAR SURVEY RECORDED ON DECEMBER 28, 1993, AND RECORDED UNDER AUDITOR'S RECORDING NUMBER 9312280948; THENCE SOUTH 45 DEGREES 35 MINUTES 39 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID SURVEY A DISTANCE OF 227.35 FEET TO THE SOUTHWEST CORNER OF SAID SURVEY AND THE TRUE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE BACK ALONG THE LAST MENTIONED COURSE NORTH 45 DEGREES 35 MINUTES 39 SECONDS WEST A DISTANCE OF 0.34 FEET TO THE MOST NORTHERLY EDGE OF A CONCRETE SIDEWALK; THENCE ALONG THE NORTHERLY EDGE OF SAID SIDEWALK THE FOLLOWING COURSES AND DISTANCES, NORTH 38 DEGREES 06 MINUTES 25 SECONDS EAST A DISTANCE OF 6.02 FEET; NORTH 30 DEGREES 53 MINUTES 55 SECONDS EAST A DISTANCE OF 36.21 FEET; NORTH 31 DEGREES 07 MINUTES 06 SECONDS EAST A DISTANCE OF 39.17 FEET TO A POINT ON THE EASTERLY LINE OF SAID SURVEY; THENCE SOUTH 00 DEGREES 01 MINUTE 35 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 26.41 FEET TO AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID SURVEY; THENCE SOUTH 44 DEGREES 26 MINUTES 05 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID SURVEY A DISTANCE OF 60.45 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS EASEMENT DESCRIPTION.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

STATE OF WASHINGTON)

ss.

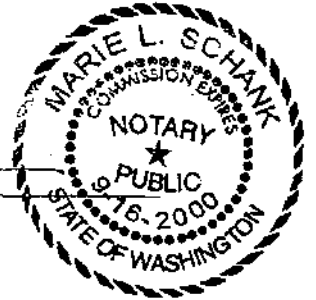
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Dennis R. & Jan V. Weaver are the persons who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 14th 1997

Marie Schank

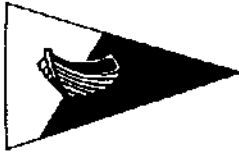
Notary Public



Notary Public

Title

My commission expires: 9-16-2000



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *WH*
SUBJECT: EAST-WEST ROADWAY CONSTRUCTION PROJECT
CONSULTANT SERVICES CONTRACT-REVISION
DATE: MAY 7, 1997

INTRODUCTION/BACKGROUND

On April 14, 1997 the Council approved a Consultant Services Contract with Parametrix, Inc., for design; preparation of plans, specifications, estimates, environmental documents, and permit applications; construction support services; and related work for the East-West Roadway Construction Project. The approved contract was in the not-to-exceed amount of \$224,306.

Based on the fast track consultant selection and contract negotiation process, and assurances that all parties were in full agreement, the contract was presented for the Council's approval prior to execution of the contract by Parametrix. The Project Manager for Parametrix and I both anticipated that we would have a fully executed contract within a couple of days of the Council's authorization. Unfortunately, the insurance company providing professional errors and omissions coverage for Parametrix objected to the City's standard language in Section VII, Indemnification, and effectively stopped the contract execution process.

The section has subsequently been revised to meet the City's requirements, and satisfy the concerns of Parametrix and their insurer. The revisions have been reviewed by and are acceptable to the risk management representatives for the Association of Washington Cities.

FISCAL CONSIDERATIONS

The revisions to Section VII do not affect the contract amount.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract, as revised, with Parametrix, Inc., in the not-to-exceed amount of two-hundred twenty-four thousand thirty-six and no cents (\$224,036.00).

c: Pat Boughman, P.E., Pierce County Public Works and Utilities

**East-West Roadway Construction Project
CONSULTANT SERVICES CONTRACT**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. organized under the laws of the State of Washington, located and doing business at 5808 Lake Washington Boulevard NE, Kirkland, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design, preparation of plans, specifications, estimates, environmental documents, permit applications, construction support services, and related work for the East-West Roadway Construction Project, and desires that the Consultant perform the professional services necessary for the Scope of Work as set forth below.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 9, 1997, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, 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:

I. Description of Work

The Consultant shall perform all work as described in Exhibit A, "Scope of Work".

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed two-hundred twenty-four thousand three-hundred six dollars and no cents (\$224,306) for the services described in Section I herein, and as otherwise provided in Exhibit B, "Compensation". This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing and billing rates shall be as described hereunder and in Exhibit B, "Compensation".

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 360 calendar days of the execution of this Agreement and in accordance with the schedule shown in Exhibit A, Attachment 1 "Project Schedule"; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in

Section II above. After termination, the City may take possession of any records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

The Consultant shall conform with the minority and woman-owned business enterprises, equal opportunity, and affirmative action requirements as set forth in Exhibit C, "Contract Compliance Requirements for Professional and Technical Services".

VII. Indemnification

The Consultant specifically and expressly agrees to defend, indemnify, and hold harmless the City and all of its officers, employees, and agents from and against any claim, damage, liability, judgment, cost, penalties, attorney fees, etc. of whatsoever kind on account of death or injury of any or all persons (including, but not limited to the Consultant and all of its officers, directors, employees and agents), and/or on account of all property damage of any kind whether tangible, intangible, or loss of use resulting therefrom, to any party arising from or in any matter connected with the work for this project under this agreement, by an act or omission or negligence of the Consultant or any of its officers, directors, employees or agents except to the extent prohibited by law; provided however,

(1) except where the act or omission or negligence giving rise to a claim is solely attributable to the Consultant or to the City, then the costs of defending the Consultant and the City shall be shared equally by them until responsibility for the claim has been determined, in which event the costs of defense shall be shared proportionately by those responsible (including reimbursement by the Consultant to the City or the City to the Consultant for defense costs already incurred);

(2) and further provided that this Article VII, Indemnification shall not confer on any third party any new rights or cause of action that does not already exist by law.

THE CONSULTANT SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY GRANTED UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51, RCW, OR SIMILAR LAWS OF OTHER JURISDICTIONS, AND BY SIGNATURE BELOW ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED AND AGREED TO BY THESE PARTIES. IN THE EVENT OF LITIGATION BETWEEN THE PARTIES TO ENFORCE THE RIGHTS UNDER THIS INDEMNITY PROVISION, REASONABLE ATTORNEYS FEES SHALL BE ALLOWED TO THE PREVAILING PARTY.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

VIII. Insurance

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

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

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

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

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate

of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to

the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Public Works Director and the City shall determine the term or provision's true intent or meaning. The City 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.

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall

be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Assignment

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

XIII. Modification

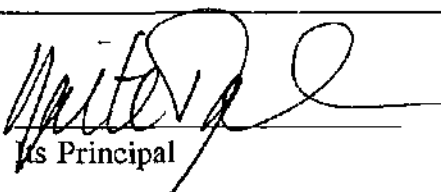
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

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

Any reference in the Exhibits or attachments thereto, including without limitation, such language as "Contractor" shall be read and interpreted to mean "Consultant".

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 19__.

By: 
Its Principal

THE CITY OF Gig Harbor

By: _____
Mayor

Notices to be sent to:

Parametrix, Inc.
CONSULTANT

Parametrix, Inc.
5808 Lake Washington Blvd. NE, Ste. 200
Kirkland, Washington 98033-7350

Mr. Wes Hill
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

SCOPE OF WORK

EAST-WEST ROAD
SWEDE HILL INTERCHANGE TO PEACOCK HILL AVENUE N.E.
CITY OF GIG HARBOR

INTRODUCTION

Purpose and Description

This scope of work is intended to provide the City of Gig Harbor (City) with a comprehensive scope of services that Parametrix, Inc. (PMX) will provide to develop a biddable contract package of Plans, Specifications and Estimates (PS&E) for Phase I of the East-West Road (Project). The Project is to consist of 2 lanes of the roadway and pedestrian facilities. The Project essentially connects the Swede Hill Interchange on SR 16 to Peacock Hill Avenue at the intersection of 112th Street NW. The Project also includes planning for the ultimate construction of a 5-lane East-West Roadway; further, it coordinates the total effort with the development plans for the abutting properties.

It is agreed and understood that this project is scheduled for advertisement by the August 1, 1997 and that any delay of the project through the need of decision making, agency requirements, public involvement, additions or change of scope will required further negotiations of the project scope, schedule, and budget.

The Project includes the following:

- Planning and layout for a 5-lane, major arterial (including on-street bicycle lanes), curb and gutter, and sidewalks
- An enclosed storm water conveyance and water quality system
- Intersection location, layout, and signalization requirements
- A conceptual landscape plan that includes illumination and other amenities that will achieve an aesthetically pleasing parkway
- Wetland delineation/mitigation
- Environmental review and assessment
- Utility location

Phase I would consist of construction of a 2-lane roadway (11-foot-wide travel lanes, with bicycle lanes temporarily used as roadway shoulder, as well as curb, gutter, and storm water conveyance system, and pedestrian facilities—as allowed by the available construction funding.

The general project level of effort assumptions are as follows;

- The project has an established corridor alignment (minor adjustments anticipated) that is the basis for the roadway location
- The City will prepare all deed or easement documents (temporary or permanent) from legal descriptions provided by PMX and secure dedication or purchase of project right-of-way
- The City, utility district, or private utility will perform all design work associated with utilities to be constructed with the Phase I construction, unless otherwise negotiated with PMX

TASK 1.0 PROJECT MANAGEMENT

OBJECTIVE: Provide the management and coordination necessary to ensure: (1) competent staffing sufficient to meet the project technical needs, (2) the timely reporting of information and data to create a clear decision-making opportunity, and (3) a systematic and thorough schedule and budget control process that will allow the team to meet project goals.

- 1.1 Define and scope Project parameters, schedule, and budget with the City.
- 1.2 Provide the Project Management and Coordination required within the project team and with the City staff that will create a coordinated effort to accomplish the final work product.
- 1.3 Prepare for and participate in weekly or biweekly project management meeting to focus on progress of scheduled work items, and issues that need decisions including the estimated cost of the project. (Estimate up to 15 meetings at an average of 3 hours per meeting including preparation and notes).
- 1.4 Provide a monthly progress report detailing Project advancement. Note items that need action or decisions, and give explanation of billing.
- 1.5 Define, with the City, what constitutes 30%, 75%, and 95% Project completion and provide for formal design review.

- 1.6 Assure that adequate and competent staffing is provided to complete the intended work products.
- 1.7 Provide Quality Assurance/Quality Control for all deliverable products.

Assumptions: That a response/decision to City action items will be made within the designated time frame.

TASK 2.0 STAKEHOLDER MEETINGS AND PUBLIC PARTICIPATION

OBJECTIVE To engage with those who have a decision making role in the final design process and develop a consensus on the specific elements of the design. To provide meaningful public involvement essential to the resolution of issues surrounding roadway design.

- 2.1 Agency Stakeholders: Meet with City and County staff in a partnering session to review project goals and objectives, paying particular attention to the project schedule, and agency approval responsibilities/milestones.
- 2.2 Property Owner Stakeholders: Meet with Pope Resources, Ballinger Group, and Tucci Family to review project goals and objectives, paying particular attention to the project schedule and the right-of-way dedication required for construction.
- 2.3 Public Participation: Create an effective involvement and decision-making process for community members (through Subconsultant Olsen and Associates) that includes the following elements:
 - An outreach program to inform affected property owners and obtain input of concerns to be addressed,
 - Conflict resolution for issues that impact project design,
 - Integration of key elements of concern.

Ongoing liaison with City and landowners will focus design efforts so as to reach mutually agreeable outcomes through the follow efforts:

- a. Meeting and workshop with the City (1),
- b. Meeting and workshop with the landowners (1),

- c. Assure an integrated design effort with the roadway design team that considers planned development including the following elements;
- Overall planning/design concept,
 - Circulation: Vehicular and Pedestrian,
 - Building distribution/density and intersection locations,
 - Open space use and street furnishings,
 - Mitigation elements.

Assumptions: Public meetings and presentations will consist of:

- One formal presentation to City staff
- One formal presentation to Planning Commission
- One formal presentation to City Council

TASK 3.0 SURVEY AND ALIGNMENT DELINEATION

OBJECTIVE: Obtain the technical field data necessary to control the project alignment and grade, and provide the basis for the legal definition of the road that will allow writing of documents required for dedication of right-of-way and easements.

- 3.1 Research and obtain available survey control in Project vicinity.
- 3.2 Obtain survey control and mapping recently undertaken by abutting property owner or owners.
- 3.3 Verify and complete survey required for topographic mapping, roadway alignment confirmation, and detail design.
- 3.4 Prepare base map required for project layout and detail design.
- 3.5 Flag roadway alignment and right-of-way requirements, in conformance with Item 5.1 below, and review in field with city staff and property owners;
 - Obtain written acceptance of alignment, or modify as requested.

Assumptions: Right of entry from property owners will be provided by the City.

TASK 4.0 SWEDE HILL INTERCHANGE IMPACT INVESTIGATION AND COORDINATION

OBJECTIVE: To outline the needs of the Swede Hill Interchange to be compatible with the planned 5-lane arterial, and to define the extent of impact to the interchange from the Phase I construction. Reach agreement with WSDOT as to the level of adjustment that will be required.

- 4.1 In cooperation with the City and WSDOT, discuss the impacts arising from the eventual construction of the 5-lane East-West arterial roadway and reach agreement on responsibilities and commitments.
- 4.2 Define potential impacts to the interchange by the Phase I, 2-lane construction, and determine whether there is a need for channelization or signalization of ramps and adjacent roadways.
- 4.3 Incorporate needs of interchange into the Phase I contract documents.
- 4.4 If required, make formal application to WSDOT for necessary modifications or adjustments to the interchange and provide close monitoring of the approval process to assure timely review and approval.

Assumptions: That coordination and planning for the ultimate 5-lane arterial and its impact to the interchange will be agreed to by the City and WSDOT.

That any layout for modifications for consideration will be conceptual only.

That Phase I construction will not require significant modification to the interchange or addition to the Phase I plan documents.

TASK 5.0 PRELIMINARY ENGINEERING INCLUDING DRAINAGE, UTILITIES, AND RIGHT-OF-WAY DOCUMENTS

OBJECTIVE: To provide the conceptual planning and design effort that will allow for the location and staking of the roadway alignment and all amenities that require right-of-way for the project. Prepare the legal documents for the dedication of the needed right-of-way.

- 5.1 Create optimal conceptual alignment for 5-lane roadway (using standards of the City of Gig Harbor, Pierce County, WSDOT, or ASSHTO) that includes the following items:
- a. Agreement with the City on the 5-lane cross section for the final roadway, including cut-and-fill slope criteria;
 - b. Horizontal control and alignment,
 - c. Vertical control and profile,
 - d. Conceptual Parkway Plan that provides guidelines for location of pedestrian facilities, median location, landscaping, and street furnishings.

Assumptions: That the roadway is intended to follow the basic alignment that was Established by Pierce County and is delineated as Alignment No. 3 in their EIS.

That this basic alignment will be detailed on the available base map and reviewed once with the City and abutting property owners for suggestions and adjustments and will then be staked in the field.

- 5.2 Undertake a traffic analysis for the Phase I project, to verify intersection Level of Service (LOS) and determine street and intersection location and channelization requirements and to assist with Interchange Investigation outlined above in Task 4;
- Provide intersection layout, channelization design, signalization warrants where required, and an illumination plan.

Assumptions; Level of Service will be LOS C or better; therefore no air quality analysis is required.

Signal design will not be required for the Phase I contract.

- 5.3 Prepare a Storm Water Drainage Plan that adheres to the City's Public Works Standards for Storm Water. Elements should include the following:

- a. A roadway storm water collection and routing system that includes pipe sizing and discharge location;
 - This provides for passage of existing surface water, not collected in the roadway system, through culverts placed in existing natural drainage channels.
- b. Plan adequate retention/detention facilities, including sizing and location, that account for the storm water runoff increases from the final 5-lane roadway;
 - The project will provide crossing culverts at discharge points,
 - Outline right-of-way requirements for land or easements required for drainage facilities located outside the anticipated 100 feet of roadway right-of-way as necessary,
 - Incorporate drainage PS&E for the Phase I construction plans (see Task 10 below).

Assumptions: Drainage plan will account only for the roadway project and its direct impact and will not compare drainage concept with the plans of the abutting land owners. The plan will consist of only one concept. Two or three storm water facilities are anticipated for the roadway project.

- 5.4 Identify, flag, and accurately locate wetlands that occur along the roadway alignment and prepare delineation report;
 - a. Review and coordinate findings with available information from abutting properties,
 - b. Avoid wetlands where possible and/or provide mitigation as required,
 - c. Use information to apply for an Army Corps of Engineers Nationwide Permit.

Assumptions: Project will qualify for a Corps of Engineers Nationwide Permit.

Report will consist of a letter summarizing existing wetlands and a functional assessment of impacted wetlands, a brief description of impacts and conceptual mitigation.

Two copies of the letter report will be provided to the City for review. Following one City review and revisions, five copies of the report will be provided to the City. The cost estimate does not include Agency Coordination.

Wildlife will only be addressed as part of the functional assessment of impacted wetlands.

A final landscape plan for the mitigation site will be completed once the conceptual mitigation plan has been approved.

5.5 Coordinate with the abutting Woodridge property owners to develop a noise mitigation plan:

- Develop a mitigation plan consisting of a berm design with added plant density,

Assumptions: That the noise level impacts detailed in the project EIS of 1991 are adequate for use in determining mitigation the measures required.

That this work effort does not include a technical memorandum or report that quantifies sound mitigation impacts.

That the mitigation plan is acceptable to the residents for inclusion into the Phase I contract PS&E and that no further design effort is required.

5.6 Prepare an erosion control plan that will protect the quality of storm water draining from the project;

- a. Use plan for an NPDES permit application,
- b. Use plan for an HPA permit application,
- c. Use plan for DOE Temporary Water Quality permit application.
- e. Define and outline right-of-way requirements for retention/detention or wetland facilities as identified above and for inclusion into right-of-way plans and documents, as described in Task 5.8 below.

Assumptions: That one erosion plan is developed and that it is adequate for all permit applications without significant modification required from City or Agency review.

- 5.7 Coordinate and provide for utility location requirements for the project in cooperation with the City, adjacent developing properties, utility districts, or private utility owners needing access within the roadway;
- a. Determine whether utility construction is required as part of Phase I construction and who is to provide plans if they are to be included within the contract;
 - b. Provide design service and/or LID formation assistance to City or Utility District if requested and negotiated separate from, or added to, this contract.

Assumptions: That City, Utility Districts, or private utilities will provide necessary detail design if utility construction is to be included as part of the Phase I contract, or will negotiate with PMX for the addition of utility design services.

5.8 Right-of-way plans and documents:

- a. Incorporate all right-of-way requirements for 5-lane roadway including requirements necessary for drainage retention/detention facilities or wetland mitigation requirements, or other needs defined during the preliminary design of the project. Include Right-of-Way boundary onto the plan sheet prepared for the project in Task 9.1e (estimate of 6 sheets) that include:
 - A surveyed centerline for the alignment with adequate ties to legally define the alignment within the appropriate Section, Township, and Range,
 - Right-of-way limits with ties to the Center Line that will allow for writing of a legal description of property to be dedicated or obtained by the City,
 - Ownership boundaries within the limits of the project plan sheets of parcels with rights to be acquired,
 - The area of parcels to be acquired, or encumbered with easement,
 - The remainder of each impacted parcel of land.

- b. Prepare all legal descriptions necessary for dedication or purchase of right-of-way or easements associated with the project.

Assumptions: That all legal descriptions will be turned over to the City for incorporation into deeds or easements to be obtained by dedication or purchase from the legal owners. That a separate set of right-of-way plans other than described will not be required.

TASK 6.0 ENVIRONMENTAL DOCUMENTATION

OBJECTIVE: Determine adequacy of original EIS impacts and mitigations and prepare SEPA Addendum for construction of the final 5-lane project. Provide technical support to investigate and report on wetlands, noise mitigation, and storm water management, as required for permits and roadway construction.

- 6.1 Review existing EIS and related technical documents with City staff to:
 - a. Assess adequacy of documents for project construction within requirements of current law and administrative code requirements;
 - b. Determine the extent of additional environmental study and documentation needed for construction of the completed 5-lane project. Use the SEPA Checklist as an outline to investigate impacts and assess mitigation.
- 6.2 Prepare EIS Addendum to reflect new or changed conditions for the project.
- 6.3 Prepare permit applications for:
 - a. NPDES
 - b. HPA
 - c. Department of Ecology Temporary Water Quality
 - d. Corps Nationwide Permit
 - e. Forest Practices Permit

Assumptions; Addendum documentation will be limited to wetland delineation, impacts and mitigation for noise, wetland, and storm water.

The City will be responsible for reproduction and distribution of the Addendum Document.

TASK 7.0 - GEOTECHNICAL ANALYSIS

OBJECTIVE: Determine the existing soil types and engineering characteristics needed for the detail design of the roadway. This work will be undertaken by our subconsultant Hong West and Associates (HWA).

- 7.1 Collect and review readily available geotechnical and geologic data for the project area. The purpose of reviewing existing data is to (1) gain an overview of project conditions, (2) assist in planning the subsurface investigation, and (3) aid in identifying geotechnical factors that may impact design and construction.
- 7.2 Perform a site reconnaissance and obtain utility clearances prior to performing the subsurface investigation.
- 7.3 Plan and conduct a subsurface investigation to provide information relative to soil, groundwater, and other geologic conditions along the project alignment;
 - a. Create 12 to 14 test pits to maximum depths of approximately 10 to 12 feet, or refusal, using trackhoe equipment,
 - b. Test pits will be logged under the full-time observation of HWA engineer or geologist,
 - c. Obtain soil samples at selected intervals.
- 7.4 Conduct laboratory testing in general accordance with appropriate American Society for Testing Materials (ASTM) standards, including natural moisture content, grain size analysis, Atterberg Limits, moisture/density (Proctor) relationships, and two CBR tests for use in pavement design.
- 7.5 Perform engineering analysis and evaluate data derived from the subsurface investigation and laboratory testing program, with respect to the items listed under 7.6, below.
- 7.6 Prepare a geotechnical engineering report containing the results of the investigation, including descriptions of surface and subsurface conditions observed,

results of the engineering analyses, and geotechnical engineering recommendations pertaining to the following items;

- a. The presence and effect of existing fill and/or other existing compressible soils observed during exploration;
- b. Earthwork recommendations including general site excavation characteristics, pavement subgrade preparation, material and compaction criteria, and provisions for wet weather earthwork;
- c. Evaluation of feasible retaining wall types, if required, and recommendations for allowable bearing pressures and lateral earth pressures for use in the design of retaining walls;
- d. Pavement section thickness determinations using ASSHTO design criteria with and ATB/ACP section;
- e. General recommendations for utility trench excavation and support, pipe bedding and backfill, and dewatering.

7.7 Provide project management for the geotechnical work and participate in one project team meeting.

Assumptions: To perform this work, it is assumed that the alignment will be staked prior to performing the reconnaissance. It is also assumed that the City will obtain site access permission for the testing operation and that no other permits are required.

It is understood that the trackhoe test pits will cause some disturbance to the existing ground. Care will be taken to limit the amount of such disturbance and all holes will be backfilled. However, this cost estimate does not include an allowance for regrading or revegetating disturbed areas.

It is understood that the geotechnical investigation for this project will not extend into the Swede Hill Interchange except for existing information provided by WSDOT. It is assumed that improvements will begin east of the freeway ramps, at Burnham Drive NW, and that test pit explorations will provide adequate information. If embankments are to be constructed in the vicinity of the ramps, borings will be required for evaluation of embankment stability, settlement, and liquefaction potential.

TASK 8.0 - LANDSCAPING

OBJECTIVE: To create a conceptual landscape plan that will assure the intended parkway concept that is desired by the City and to account for any features that should be included in the Phase I construction contract.

- 8.1 Prepare conceptual landscape plan that will provide a parkway appearance and compatibility with the proposed development plans of the abutting property owners.
- 8.2 Obtain agreement from the City on plan concept and reflect this in the design elements of the 5-lane roadway design
- 8.3 Incorporate parkway concept into Phase I, PS&E and ensure compatibility with future 5-lane build-out

TASK 9.0 - PS&E FOR PHASE I CONSTRUCTION

OBJECTIVE: Create PS&E required for advertising and construction of the Phase I project.

- 9.1 Prepare contract documents for the Phase I project that provide for a 2-lane roadway section, with channelization where required, and include additional improvements such as sidewalks, intersection lighting and landscaping as allowed by available funds, for advertisement by the City of Gig Harbor. These documents will include the following:
 - a. Cover Sheet including project title, project number, and other descriptive information requested by the City and including project location and vicinity mapping to assist the bidding contractors (estimate 1 sheet);
 - b. Index (estimate 1 sheet);
 - c. Summary of Quantities (estimate 1 sheet);
 - d. Detail sheet of roadway and paving sections (estimate 1 sheet);
 - e. Plan and profile sheets at a horizontal scale of 1" = 40', that include the clearing, grading, roadway alignment, and storm drainage collection system, (estimate 6 sheets),

- f. Utility, and landscape as needed for impact mitigation at Woodridge, or other detail plans necessary for roadway operation (estimate 3 sheets);
- g. Channelization details including illumination and signing for two intersections (estimate 2 sheets)
- h. Drainage retention/detention, wetland mitigation details and erosion control plan (estimate 4 sheets)
- i. Construction details required for a full understanding of the requirements of the contract (estimate of 3 sheets);
- j. A summary of Unit Bid Items that will govern and control the bidding and payment units of the contract complete with an engineers estimate of the cost of the contract;
- k. Contract Specifications prepared to standard WSDOT format with City boilerplate provisions to be provided by the City of Gig Harbor.

Assumptions: That the project will not exceed the number of sheets estimated above.

That project illumination and signalization of intersections will be planned for, but will not be part of the Phase I contract other than providing conduit placement for future construction. It is agreed that illumination required for the safe operation of intersections would be included in this project.

TASK 10.0 CONTRACT BIDDING SUPPORT AND EVALUATION

OBJECTIVE: Assist the City during the bidding process with any technical or professional interpretation, investigation, or correction required to secure a competent construction contractor.

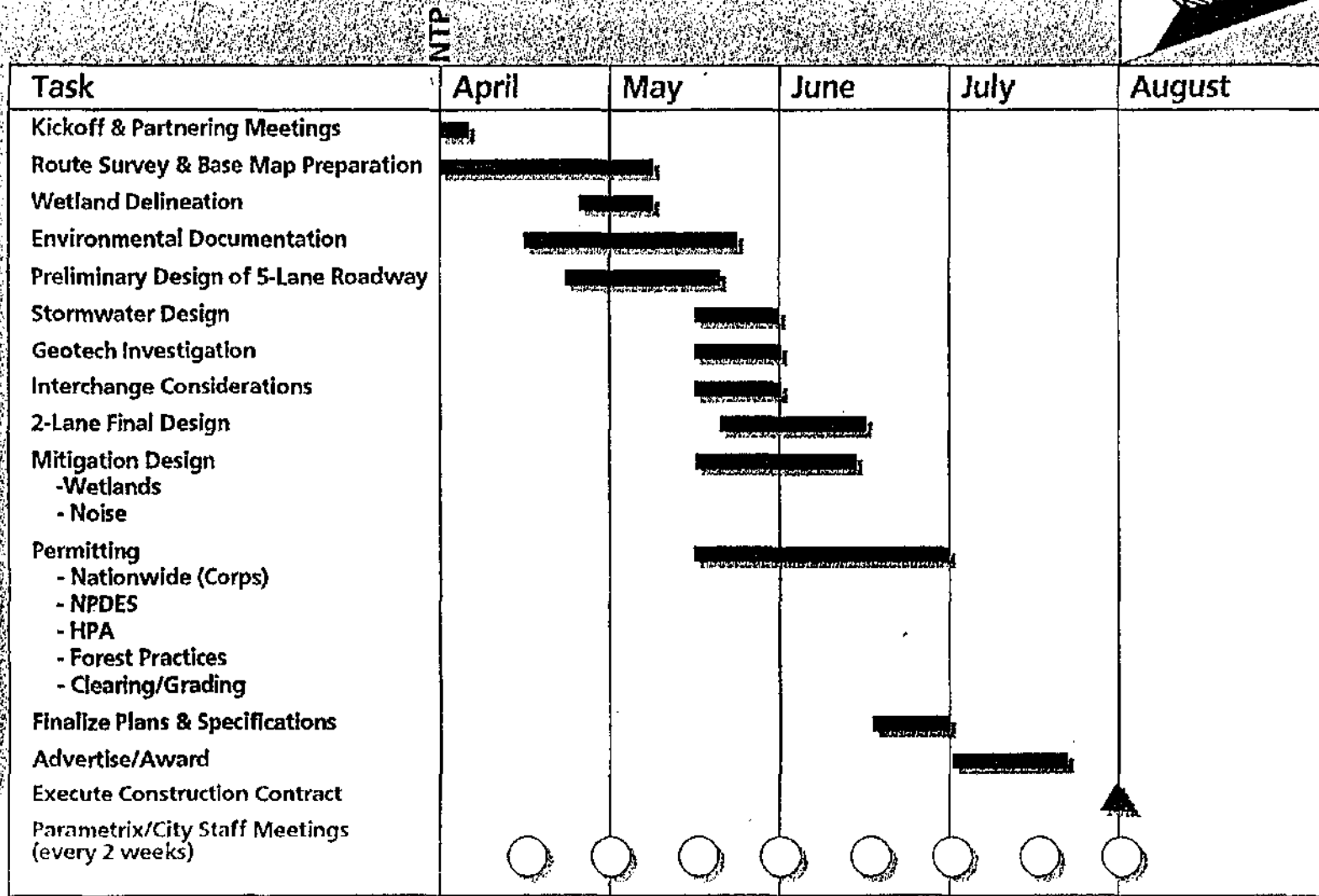
- 10.1 On an on-call basis provide technical and graphic support through the bidding phases of the project which might include:
 - a. Preparation of contract addenda,
 - b. Response to technical inquiries,
 - c. Bid evaluation,
 - d. Attendance at preconstruction conference.

TASK 11.0 CONSTRUCTION INSPECTION AND DOCUMENTATION SUPPORT

OBJECTIVE: As requested, assist the City with the inspection, documentation, coordination, and testing requirements during administration of the construction contract.

- 11.1 On an on-call, basis as requested by the City, provide technical and graphic support through the construction phase of the project which might include:
- a. Field observation including quantity and payment documentation;
 - b. Quality control/assurance for the contractor's survey;
 - c. Coordination of testing services;
 - d. Technical and graphic support;
 - e. Change order evaluation and preparation;
 - f. Claims evaluation.

Project Schedule



Parametrix, Inc.

**CITY OF GIG HARBOR
EAST-WEST ROADWAY CONSTRUCTION PROJECT**

COMPENSATION

The Consultant shall be paid by the City for completed work and services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The Consultant shall conform with all applicable portions of the Code of Federal Regulations, Title 48, Part 31, Contract Cost Principles and Procedures (48 CFR 31).

1. **BASIS OF COMPENSATION**

The Consultant shall be paid by the City for work done, based upon the Consultant's actual cost plus a fixed fee. All subconsultants shall be paid by the Consultant. The City of Gig Harbor shall have no responsibility or liability for payment to subconsultants.

All payroll additions and overhead costs must be based upon the most recent Washington State Department of Transportation audit. If not available, an audit conducted by another agency or private accounting firm will satisfy this requirement if the audit criteria used conforms with 48 CFR 31. A copy of that audit must be provided at the time of negotiations.

SALARY COSTS

Salary costs are determined by:

- a. The salaries of employees for the time directly chargeable to the project, and salaries of principals for the time they are productively engaged in work necessary to fulfill the terms of the agreement.
- b. The consultant's overhead or indirect salary costs.
- c. The fixed fee which represents the consultant's profit.

The Consultant and his subconsultant shall provide staff to perform all work authorized under this Contract. The Consultant shall bill the City for actual paid project time at the hourly rates specified in Attachment 1 hereto. No overtime rate shall be allowed.

NON-SALARY COSTS

- d. The Consultant shall be reimbursed for all work performed by subconsultant's, as pre-approved and authorized in writing by the City, at cost and subject to the terms and conditions of this Contract. Business and Occupation tax expenses incurred by the Consultant for subcontracted work performed, shall be considered cost. Cost reimbursable by City for subconsultant services, compensated by Consultant on a time and materials basis, shall not exceed the amount calculated

EXHIBIT B

using overhead allowance and professional fee percentages established in this contract. In addition, all other terms of this section apply to determine the portion of subconsultant costs that are reimbursable by the City to the Consultant.

- e. For the use of the Consultants and subconsultants vehicles, the Consultant and subconsultants shall be reimbursed for mileage (within Pierce County only) at the rate of \$ 0.29 per mile . A report of mileage incurred shall accompany each invoice.
- f. Consultant and subconsultant shall not be compensated for travel time (labor).
- g. Reprographics made internally by the Consultant or subconsultants shall be reimbursable at \$2.00 each for blueline (22" x 34"), \$2.00 each for color computer printer plot (11" x 17"), \$25.00 each for Mylar (4 mil anti static), and \$.05 per page for large quantity reproduction of reports. Standard convenience copying is not reimbursable. All other internal reprographics expenses are not reimbursable. All reprographics made by third parties shall be considered direct costs.

NON-ALLOWABLE EXPENSES

Expenses that are not directly reimbursable include all types of computer usage, plotter usage, communication charges - facsimile and telephone, meals, travel, and survey equipment usage charges (except as specified in 1e and 1f above).

Salary costs shall be as set forth in Attachment 1 hereto, and must be auditable. Audits may be conducted by the City, Pierce County, and/or the Washington State Department of Transportation. Salary costs presently in effect are set forth in Attachment 1. The City reserves for itself and Pierce County the right to audit and have reasonable access to Consultant and subconsultant financial records to verify billing amounts and City cost at any time during the life of the contract term plus three (3) years after the date the contract is terminated or expires. The City and Pierce County or their assigns shall have such access to financial records during normal business hours of the Consultant or subconsultant, provided at least seven (7) day advance notice of audit is provided by the City or Pierce County. The Consultant and subconsultants shall provide reasonable assistance to the City and Pierce County to facilitate the audit process. The Consultant and subconsultants will receive no additional compensation for this assistance.

2. INVOICING

The Consultant shall invoice monthly for all work performed. The invoice shall cover the preceding month on a calendar basis.

3. CHANGES IN BILLING RATES

No changes in the agreed upon salary costs, overhead rate, and the agreed upon fee percentage will be allowed during the term of the Consultant Services Contract.

ATTACHMENTS:

- (1) Hour and Cost Proposal

Parametrix, Inc.

Consultants in Engineering and Environmental Science

1231 Fryar Avenue P.O. Box 460 Sumner, WA 98390-1516
206-863-5128 • 206-838-9610 • Fax: 206-863-0946



April 10, 1997

Mr. Wes Hill
Director
3105 Judson Street
Gig Harbor, WA 98335

RE: Wage Rates for East-West Road in Gig Harbor

Dear Mr. Hill:

I have attached a listing of the Parametrix, Inc. wage rates which went into effect on April 1, 1997. The company's annual rate adjustments occur each year on April 1st with the exception of job promotion increases which take place at the time of the promotion.

If you have any questions, please contact me.

Sincerely,

PARAMETRIX, INC.

Connie Giffin
Financial Manager

Attachment

PARAMETRIX, INC.
1997 Employee Hourly Rates
Effective 4/1/97

<u>Employee</u>	<u>Hourly Rate</u>
Atkins, Judie	14.90
Bailey, Brian	18.06
Bathey, Tom	24.38
Beck, Joe	16.82
Boston, Kevin	12.00
Brones, Norm	24.73
Brown, Angela	12.54
Burton, Jim	16.88
Casement, Doug	19.86
Caswell, Lois	17.56
Chaplin, Bernie	34.04
Coburn, Jan	16.53
Coleman, Todd	24.04
Cooper, Tresa	17.83
Crummey, Doug	21.58
Fann, Sandra	19.88
Fendt, Paul	30.25
Fisher, Dan	15.63
Franco, George	19.20
Hornick, Joan	12.52
Jennings, David	24.68
Kelley, Jim	34.78
Knight, Rex	36.15
LaViolette, Pat	33.07
Lee, Laura	15.35
MacDonald, Gordon	24.76
Maynard, Gary	23.60
McAvoy, Pat	22.77
Magee, Michael	22.77
McReynolds, Dan	34.58
Meyer, Susan	18.53
Nebeker, Michelle	9.12
Newell, Steve	16.82
Peacock, Jeff	43.13
Perlic, John	37.49
Petersen, Andrea	12.44
Phillips, Brad	21.90
Rowland, Clark	28.66
Slade, Mike	19.82
Smeail, Janis	19.45
Smith, Catherine	21.05
Smith, Darrell	23.10
Spees, Scott	16.01
Stallman, Kelly	22.27
Stockman, Vonnie	18.02
Suprenant, Beth	20.62
Thurston, Carol Ann	15.18
Tucker, Samuel	17.26
Wright, Terry	23.94
Young, Ryan	17.42

**CITY OF GIG HARBOR
EAST-WEST ROADWAY CONSTRUCTION PROJECT
CONTRACT COMPLIANCE REQUIREMENTS
FOR
PROFESSIONAL & TECHNICAL SERVICES**

The City of Gig Harbor, under its agreement with Pierce County for funding of the East-West Roadway Construction Project, and in accordance with the provisions of State law for multi-agency funded projects, will administer the Consultant Services Contract and the construction contract for this project in accordance with the policies adopted by Pierce County for minority and women owned businesses, and Equal Employment Opportunity/Affirmative Action. The Pierce County Council has adopted a policy of providing assistance to minority and women owned business enterprises (M/WBEs) to counter the effect of past and present discrimination in the consulting industry. Pierce County has also adopted Equal Employment Opportunity / Affirmative Action policies.

Consistent with these policies, the contractor must comply with the General, M/WBE and Affirmative Action/Equal Employment Opportunity requirements as set forth in the following attachments:

- Attachment 1: General Requirements
- Attachment 2: MBE/WBE Requirements
- Attachment 3: Equal Employment Opportunity / Affirmative Action policies.
- Attachment 4: Documentation Submittal Requirements

Any reference hereunder to a contractual relationship between the Consultant or Contractor and Pierce County shall be read and interpreted to mean a contractual relationship between the Consultant or Contractor, and Pierce County shall be read and interpreted in context relative to the East - West Roadway Construction Project, the term Consultant and Contractor are used in context interchangeably throughout this document to mean a contractual relationship between the Consultant or Contractor and the City of Gig Harbor. Any reference hereunder to "Professional and Technical Services" or "Professional and Technical Services contract" shall for the purposes of this project be read and interpreted to mean consultant services, and the Consultant Services Contract for the East - West Roadway Construction Project, respectively.

GENERAL REQUIREMENTS

A. SCOPE

This Attachment specifies General Requirements which are applicable to Professional & Technical Services.

B. DEFINITIONS

The following definitions are applicable to all regulations contained in these attachments. All words shall have their ordinary and usual meanings except those defined in this section which shall have in addition, the meaning set forth below. Any reference to Pierce County or County shall for purposes of this Consultant Services Contract be read and interpreted in context to mean the City of Gig Harbor, a municipal corporation in the State of Washington.

1. "Affirmative Efforts" shall mean making vigorous attempts in good faith to contact and contract with minority and women businesses.
2. "Certified" shall mean that a business has met the certification requirements of the Office of Minority and Women's Business Enterprises of the State of Washington and has been designated by them as a legitimate MBE, WBE, or Combination M and WBE.
3. "Contractor" shall mean any person, partnership, corporation, or other type of business entity which has a contract with Pierce County for the provision of services.
4. "Equal Employment Opportunity" shall mean the opportunity for all contractor or subcontractor's employees and applicants for employment to be treated fairly and equally throughout their relationships with those firms without unlawful discrimination.
5. "Good Faith Effort" shall mean that real and positive effort by a contractor or subcontractor to meet affirmative action and equal opportunity requirements. In addition, it shall mean that commitment by a proposer on the Pierce County consultant services contracts to locate and utilize MBE and WBE as subcontractors, if subcontractors are to be utilized in the performance of the work.
6. "Minority Business" means a business certified by the Office of Minority and Women's Business

Enterprises of the State of Washington as a minority business enterprise which is owned and controlled by a minority person or persons as defined in this section.

7. "Minority or Minorities" means a person who is a citizen or legal resident of the United States and who is a member of one or more of the following historically disadvantaged racial or ethnic groups:
 - a. Black: Having origins in any of the Black racial groups of Africa;
 - b. Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin (note: for certain federal and state funded projects, this classification shall include persons of Portuguese culture or descent);

EXHIBIT C
Attachment 1

- c. Asian: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and,
 - d. Native American: Having origins in any of the original American Indian or Alaskan Native peoples or North America.
8. "OMWBE" shall mean the Washington State Office of Minority and Women's Business Enterprises.
9. "Subcontractor" shall mean a business which receives any assignment of work from either the contractor or any subcontractor on this project. An assignment of work is any request by one firm of another to perform specific services in the performance of this contract. A written, contractual agreement for such work assignment which binds the subcontractor to the terms of the prime contract must be executed for all subcontractors, and all documentation required by the contract must be submitted to the Public Works Director.
10. "Women" or "Female" used interchangeably within this document to denote a person of the feminine gender. Please note that unless these terms are specifically used to set women apart from men, that these specifications are, for all intents and purposes, gender neutral.
11. "Women's Business" means a business certified by the Office of Minority and Women Business Enterprises of the State of Washington as women's business enterprise and which is owned and controlled by women.

MBE/WBE REQUIREMENTS

A. SCOPE

This Attachment specifies MBE/WBE Utilization Requirements which are applicable to Professional & Technical Services.

B. MBE/WBE UTILIZATION REQUIREMENTS

The following requirements are applicable to all Professional & Technical Services in excess of \$10,000.

1. **M/WBE UTILIZATION GOALS:**

Pierce County has no set numerical percentage goals for M/WBE Utilization in Professional & Technical Service contracts, but requires the service contractor to make affirmative efforts to locate and utilize M/WBE firms in the performance of the work, where practical. This only applies if subcontractors will be utilized by the contractor.

2. **COMPLIANCE REQUIREMENTS: WHEN WORK IS NOT SUELET:**

a. If the contractor is capable of performing and elects to perform all the work of the Professional and Technical Services Contract, the Contractor must:

- l) Complete signature block of MBE/WBE certification form in the proposal (checkir "Will Not" box to signify that all Professional & Technical Services will be done by the contractor's own workforce).

3. **COMPLIANCE REQUIREMENTS - WHEN WORK IS SUBLET:**

If the contractor elects to subcontract any portion of the work, the Contractor shall make affirmative efforts to solicit and utilize M/WBEs as subcontractors by taking the following actions:

- a. Obtain listings of M/WBEs capable of performing the specified work, (available from Contract Compliance Division or State of Washington Office of Minority & Women's Business Enterprises and;
- b. Solicit proposals from M/WBEs by written request, and;
- c. Certify and provide evidence that the aforementioned requirements have been met by submitting a completed and signed MBE/WBE certification form with proposal and;
- d. To the greatest extent practical, award subcontracts to M/WBEs who are capable of performing the requested work.

Minority and Women's Business Enterprises utilized by Professional & Technical Services contractors to meet the requirements herein shall be certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). A directory of such businesses is

EXHIBIT C
Attachment 2

published quarterly by the State OMWBE. Copies of the directory are available from the State OMWBE (206-753-9693) or may be viewed at the Public Works Dept., 2401 South 35th, Suite 150, Tacoma 98409; the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, and at the Pierce County Library, 2356 Tacoma Avenue South, Tacoma.

The contractor shall bring to the attention of the County any situation in which a regularly scheduled progress payment(s) to a M/WBE subcontractor(s) is not made in a timely manner and the reasons that such payment(s) was delayed.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

A. SCOPE

This Attachment specifies Equal Employment Opportunity/Affirmative Action Requirements for all firms performing work in connection with the execution of this Professional & Technical Services contract.

B. BASIC REQUIREMENTS

The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The following requirements are applicable to all Professional & Technical Services in excess of \$10,000 for firms with a total of 10 or more employees.

In connection with the execution of this agreement, the contractor shall comply with the EEO/AA requirements and training specifications herein and shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding nondiscrimination, including the Pierce County Affirmative Action Plan, Section 3.16.030 of the Pierce County Code. (Ord. 90-81 § 3 (part), 1990)

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. EMPLOYMENT GOALS:

In keeping with the County Equal Employment Opportunity policy, all Professional & Technical Services larger than \$10,000.00 with firms having 10 or more employees in their own workforce shall have the following goals for employment.

12.2% - 15% for **employment** of minorities; and

6.9% for **employment** of women.

These goals are for the contractor's and each subcontractor's aggregate workforce in each trade on all service contracts with Pierce County, whether or not such work is funded by the County. In order to show the present composition of the contractor's/subcontractor's workforce, a "Personal Inventory Form" is included in this agreement. This completed form must be returned to Pierce County, Contract Compliance Division, immediately.

D. SCOPE

Pierce County does not require the contractor to terminate, layoff, or re-assign any person employed by the contractor as part of its full-time staff at the commencement of this service contract in order to achieve these goals and requirements; however, should the contractor add new employees to its Pierce County project workforce during the course of this Professional and Technical Services contract, then that contractor shall make a "good faith" effort to meet the minority and women employment goals in accordance with the specifications set forth herein.

E. CONTRACT COMPLIANCE

Whenever the contractor subcontracts a portion of the work involving this contract, it shall specifically include in writing in each subcontract in excess of \$10,000, the provisions of these specifications including applicable goals for minority and female participation.

F. USE PIERCE COUNTY RESIDENTS AND LOCAL BUSINESSES:

All parties doing business with Pierce County shall be encouraged to utilize Pierce County residents and local businesses whenever qualifications and cost effectiveness are deemed competitive. (Ord. 90-81 § 3 (part), 1990)

DOCUMENTATION REQUIREMENTS FOR LOCALLY FUNDED PROJECTS

A. SCOPE

This Attachment specifies requirements for documentation submittal for all firms performing work on this Professional & Technical Services agreement.

B. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Personnel Inventory Form: Contractor shall submit upon execution of agreement. Subcontractor shall submit at time that work is sublet.
3. Affidavits of Amount Paid M/WBE Participant: Prior to submittal of the final pay request for each M/WBE subcontractor, the contractor shall submit to Pierce County an Affidavit Amounts Paid showing the total payments made to date and the amount of their projected final payment.

MBEWBE CERTIFICATION FORM

I, the official representative of (Proposer's name) Parametrix, Inc, do hereby acknowledge that Pierce County has established a policy requiring affirmative efforts to contact, solicit proposals and utilize, to the greatest extent practicable minority, women and disadvantaged business enterprises for this project, if subcontractors are to be utilized in the performance of the work. The proposer will will not utilize subcontractors in the performance of the work. The proposer will notify the City Public Works Director and Pierce County during each phase of work if a subcontractor will be utilized. Note: If no subcontractors will be utilized, disregard the remainder of this form, and sign in the space provided at the bottom of the form).

The proposer will utilize subcontractors in the performance of the work, and certifies that the following MWBEs were contacted in an effort to solicit proposals for phases of the work to be subcontracted, and further certifies that, if selected to perform the work specified herein, the contractor will award subcontracts to the firm(s) as indicated below.

Firm Name/Address/Phone OMWBE Certification Number	Work Item(s) Solicited	Proposal Rec'd	Award? (yes/no)	MWBE
Hong West Associates, Inc. 19730 64 Ave W. Lynnwood, WA 98036 (425) 774-0106 2470100406	Geotechnical Investigation	Yes	Yes	MBE

NOTE: Failure to complete each portion of this form may result in rejection of bid! Use additional pages if necessary.

1. List full name and address of each firm listed to be utilized to meet Contracting Agency goals.
2. List specific work to be accomplished or supplies to be furnished by MBEWBE to meet Contracting Agency goals.
3. If you have any questions, please call the Pierce County Contract Compliance Officer at (206) 591-7250.

BY: [Signature] DATE: 5/7/99
TITLE: Principal PHONE: 822 8880

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of their habit, local custom, or otherwise.

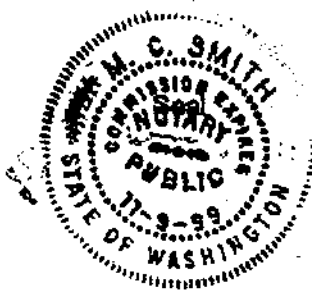
The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

State of Washington)
County of King

[Signature]
Don Deebkang Principal

FIRM NAME Parametrix, Inc.
ADDRESS 5808 Lake Washington Blvd. NE,
Kirkland, WA, 98033


Signed and sworn to (or affirmed) before me on 7 May 1997
Date



M.C. Smith
M.C. Smith
(print name)
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My Commission expires 11/9/99



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW 
DATE: May 8, 1997
SUBJECT: ORDINANCE TO ESTABLISH AUDITING OFFICER

BACKGROUND

This ordinance corrects an oversight in Ordinance 757 which was adopted at the last meeting. That ordinance created a City Clerk position, assigned treasurer duties to the Finance Director and eliminated the Clerk-Treasurer position. It also repealed the designation of the Clerk-Treasurer as auditing officer without designating the Finance Director as the new auditing officer.

RCW 42.24.080 provides that "no claim shall be paid without ... authentication and certification" by the auditing officer. Therefore, no claims may be paid until a new auditing officer is appointed.

POLICY CONSIDERATIONS

The ordinance is being processed under emergency provisions so that the City may pay its obligations immediately rather than waiting for five days after publication of the adopted ordinance. This is considered an emergency due to penalties the city would incur on some late payments and the inconvenience and financial damage that some vendors may suffer if payments are delayed unnecessarily.

STAFF RECOMMENDATIONS

Staff recommends adoption of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CITY FINANCE, ESTABLISHING AN AUDITING OFFICER FOR THE CITY OF GIG HARBOR, WASHINGTON; DECLARING AN EMERGENCY REQUIRING IMMEDIATE ACTION; AMENDING GIG HARBOR MUNICIPAL CODE TO ADD A NEW SECTION 2.17.030; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, RCW 42.24.080 requires that prior to the payment of any claims presented against any county, city, district, or other municipal corporation or political subdivision by any persons furnishing materials, rendering services, performing labor or providing any other contractual services, an auditing officer shall audit said claim; and

WHEREAS, RCW 42.24.080 requires an authentication and certification by an auditing officer that the materials have been furnished, the services rendered or the labor performed and that the claims represent a just, due and unpaid obligation; and

WHEREAS, RCW 42.24.080 states that no claim shall be paid without such authentication and certification by an auditing officer; and

WHEREAS, the City of Gig Harbor had identified the auditing officer to be the Clerk/Treasurer, and

WHEREAS, on April 18, 1997, the City adopted Ordinance No. 757, which eliminated the office of Clerk/Treasurer; and

WHEREAS, in the adoption of Ordinance No. 757, the City inadvertently neglected to name the Finance Director as the City's auditing officer; and

WHEREAS, the Finance Director must be formally named the City's auditing officer immediately so that he can pay claims now due and owing against the City; NOW THEREFORE:

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

Section 1. A new Section 2.17.030 is hereby added to the Gig Harbor Municipal Code to read as follows:

2.17.030 Auditing officer.

The position of auditing officer for the City of Gig Harbor is adopted to facilitate the payment of claims against the city and the Finance Director, or his designee, shall be the auditing officer.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 3. Declaration of an Emergency. The City Council hereby declares that the failure to designate a City auditing officer could prevent the City Finance Director from paying claims due and owing against the City. An emergency exists because if this ordinance is not adopted immediately, the Finance Director will not have the authority to pay claims against the City until at least May 26, 1997, which could result in adverse consequences to the City in the form of unmet obligations. Therefore, the City Council hereby declares the existence of an emergency necessitating immediate adoption in order to preserve public peace, health and safety, and for the support of City government and its existing public institutions.

Section 4. Effective Date of Ordinance. This ordinance has been passed by a unanimous vote of the City Council, shall take effective immediately upon passage, and shall not be subject to referendum.

PASSED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR THIS 12TH DAY OF APRIL, 1997.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 4/30/97
PASSED BY THE CITY COUNCIL: 5/12/97
PUBLISHED: 5/21/97
EFFECTIVE DATE: 5/12/97
ORDINANCE NO.

SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO CITY FINANCE, ESTABLISHING AN AUDITING
OFFICER FOR THE CITY OF GIG HARBOR, WASHINGTON;
DECLARING AN EMERGENCY REQUIRING IMMEDIATE ACTION;
AMENDING GIG HARBOR MUNICIPAL CODE TO ADD A NEW SECTION
2.17.030; AND SETTING FORTH AN EFFECTIVE DATE.**

On the 12th day of May, 1997, the City Council of the City of Gig Harbor, passed Ordinance No. ____. A summary of the content of said ordinance, consisting of the title, provides as follows:

The full text of this Ordinance will be mailed upon request.

DATED this 13th day of May, 1997.

CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: 1997 JOB DESCRIPTION UPDATE
DATE: MAY 7, 1997

INFORMATION/BACKGROUND

Attached is the updated 1997 Job Descriptions handbook. Two new positions, Planning/Building Inspector and the Public Works Clerk have been added, as well as an amendment to the title of Administrative Assistant, and updates to the Finance Director position. The handbook includes an updated organizational chart for your review and approval.

POLICY CONSIDERATIONS

Job descriptions are revised and adopted by simple motion yearly to reflect budgetarily adopted changes in the personnel structure and to reflect position alterations as necessary.

RECOMMENDATION

Move to approve the attached job description alterations and additions to The 1997 City of Gig Harbor Job Descriptions as presented.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHO*
SUBJECT: RESOLUTION ADOPTING PERSONNEL POLICIES
DATE: MAY 7, 1997

INFORMATION/BACKGROUND

The Personnel Policies were adopted by Resolution No. 441 in March of 1995. Since that time there have been few modifications to the policies.

Recently, Council approved two amendments; one, recommended by the State Auditor to allow for the purchase of refreshments for volunteers who may otherwise be compensated for their services; and the other, for the City to pay for any employee organization membership dues, certifications and licenses required by the City.

One new addition to the Personnel Policies addresses the use of the Internet. This policy mirrors language utilized by the State Auditor's office.

The only recommended policy change presented in the handbook is to alter the language for business mileage reimbursement to reflect the 'current' IRS reimbursement rate.

POLICY CONSIDERATIONS

The Personnel Policy handbook should be kept updated. Along with one addition and one change, this resolution formally adopts all changes that have been made to the handbook since 1995.

RECOMMENDATION

Move to approve the attached Resolution approving the amended Personnel Policies.

**CITY OF GIG HARBOR
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, ADOPTING NEW PERSONNEL REGULATIONS FOR CITY
EMPLOYEES**

WHEREAS, on March 13, 1995, the Gig Harbor City Council passed Resolution No. 441, which adopted the personnel regulations currently in effect; and

WHEREAS, there have been other resolutions adopting changes to the personnel policies since that date; and

WHEREAS, the Council has determined that the current personnel regulations need to be updated in its entirety, now, therefore,

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

Section 1. The City Council hereby adopts the 1997 City of Gig Harbor Personnel Regulations, attached hereto as Exhibit A and incorporated herein by this reference. These 1997 regulations supersede all other personnel regulations or personnel manuals previously adopted by the Council.

RESOLVED by the City Council this ____ day of May, 1997.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Mark E. Hoppen, City Administrator

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

Filed With The City Clerk: 5/5/97
Passed By The City Council:

MAYOR'S REPORT
May 12, 1997



PRIDE IN PERSONNEL

The Correction Center continues to be a good neighbor to Gig Harbor because of a focused program for education.

On May 6th, you would have been exceedingly proud of Gig Harbor's Chief of Police, Mitch Barker, as he performed the duty of guest speaker at the Annual Awards Ceremony honoring the Correction Officer of the Year and other nominees at the Washington Correction Center for Women. He praised the excellent record of the institution and the professionalism of the well trained staff. Chief Barker made note that Correction Officers enter a tough and hostile work environment each day with little appreciation and notice from the public until something goes wrong, which hasn't happened very often in the 20 year history of this women's prison.

Here at home, Chief Barker plays the quiet leadership role of placing importance on the visibility and service of the department out in the community through the Citizens Advisory Group and bike patrol. The assignment of Officer Kevin Entze to detective work, and Officer Scott Emmett to the D.A.R.E. program and Explorers education is proving to be very positive and effective.

It is my pleasure to be work with Chief Barker who continues to put the health and safety of the public as his department's main objective.

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: APRIL INFORMATION FROM PD
DATE: MAY 8, 1997

Attached are the activity statistics for April 1997. Total calls for service have risen, but not to the extent we had anticipated. The increase in case reports is about what was expected. I think the appearance of a large felony arrest number is just an anomaly. With a few more months' data, it will probably level out although we are contacting a little different clientele in some instances now.

Most of the department has completed the annual Bloodborne Pathogens refresher training, the rest will finish this month. Annual retraining is an OSHA/WISHA requirement. One of our Reserve Officers, Bob Baker, is certified to instruct this class and has been doing the instruction for us.

Five Reserve Officers provided 221 hours of service in April. This included 152 hours of patrol time, and 69 hours of training.

Explorers contributed over 278 hours in April. This time was split between two training meetings, six ride-alongs, and one community security control function. The Explorers competed at the Blue Mountain Challenge, April 11-13. This was held in Richland and 235 Explorers from 33 posts attended. Our post finished a very respectable 6th overall, with several individual awards along the way. More importantly, Off. Emmett reports that our Explorers represented the department and city very well. They had a good time but remained well behaved and positive.

The Marine Services patrol boat is now repaired. We will be performing the new engine break-in procedure and then the boat will be ready for service.

The two reserve bike officers completed their training in April and are now on the road. This gives us three bike trained officers.



MITCH BARKER
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

GIG HARBOR POLICE DEPARTMENT

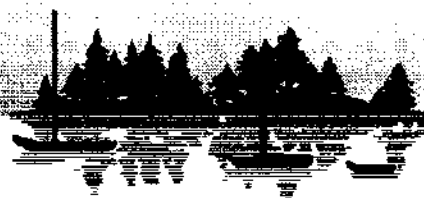
MONTHLY ACTIVITY REPORT

April 1997

	<u>APR</u> <u>1997</u>	<u>YTD</u> <u>1997</u>	<u>YTD</u> <u>1996</u>	<u>%chg to</u> <u>1996</u>
CALLS FOR SERVICE	<u>370</u>	<u>1188</u>	<u>946</u>	+ <u>25</u>
CRIMINAL TRAFFIC	<u>12</u>	<u>53</u>	<u>60</u>	- <u>11</u>
TRAFFIC INFRACTIONS	<u>42</u>	<u>186</u>	<u>210</u>	- <u>11</u>
DUI ARRESTS	<u>3</u>	<u>15</u>	<u>12</u>	+ <u>25</u>
FELONY ARRESTS	<u>5</u>	<u>24</u>	<u>9</u>	+ <u>166</u>
MISDEMEANOR ARRESTS	<u>17</u>	<u>43</u>	<u>57</u>	- <u>24</u>
WARRANT ARRESTS	<u>2</u>	<u>15</u>	<u>19</u>	- <u>21</u>
CASE REPORTS	<u>104</u>	<u>318</u>	<u>270</u>	+ <u>17</u>
REPORTABLE VEHICLE ACCIDENTS	<u>14</u>	<u>42</u>	<u>30</u>	+ <u>40</u>

GIG HARBOR PENINSULA AREA
CHAMBER OF COMMERCE

3125 JUDSON STREET GIG HARBOR, WA 98335 PHONE (206) 851-6865 FAX (206) 851-6881



April 14, 1997

Mayor Gretchen Wilbert
City Council Members
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Madam Mayor & Council Members,

The Gig Harbor/Peninsula Area Chamber of Commerce Board of Directors thanks for your energies and commitment on behalf of the Community of Gig Harbor. And more specifically, your apparent willingness to address the issues of the sign code.

From our perspective, it is clear that we need to define terms. The term "community" was defined in very different ways recently. For example, it would appear from the comments heard at the Planning Commission last week, that the term "community" is reserved for non-business voting City residents only. That somehow, in Gig Harbor, business and voters are diametrically opposed. It was further referenced that local business owners live in Tacoma and Seattle and are not constituents and further Ms. Vosburgh wrote in her opinion letter submitted to her fellow members of the Planning Commission that she did not trust the views of vocal local business owners who are opposed to her views, and further that they were not her constituents. And that further the Planning Commission would not recommend to the City Council the formation of an ad-hoc committee to perform substantial due diligence for submission to the City Council regarding the city's sign code.

Upon reflection, it should be clear, that urban communities without business are not communities.

People need services. Communities provide services. Water, food, security, clothing, etc. Some of these services we ask government to provide, others are provided by private business. Without all these services, good communities don't exist.

And for private business, there is an inherent risk of failure, unlike government provided services. If the city needs more money, they raise taxes and increase fees, but business must raise prices at the risk of losing customers. Therefore, anything within reason that a business can do to attract more customers and thereby provide more community services should be encouraged.

Community is by its very nature a public-private partnership. And a major group of providers of community services has just spoken out in recent weeks of their concerns. And if what was heard at the Planning Commission last week is any indication of the city's response to their community partners in business, we are very concerned that the public-private partnership here in Gig Harbor is in great jeopardy.

Or think of it another way. Can you imagine any other recent issue that has caused such a turmoil in this community's public-private partnership? If the city cannot give a full and complete hearing and response to this issue, what can citizens expect on any other issue of lesser concern?

Please don't ignore the concerns of all your constituents. Please involve ~~the~~ the business community to the greatest degree possible in a comprehensive review of the code. Help the Planning Commission not to feel intimidated or threatened by our concerns, but rather to react as a good partner always should, by listening, understanding and reaching compromise when appropriate.

This is not a simple fix as heard stated by the Planning Commission and by Staff. That is why the Planning Commission has not heard simplistic problems or answers at the forums. Business has realized just how convoluted and complicated the present code is and business wants to sit down with its community representatives and make it work for all.

It was suggested at the Planning Commission's work session last week that the Chamber/ Business Community be requested to submit a "laundry list" of the issues we have with the sign code for their review. If this were to be requested, the Chamber would decline this request, unless we were assured that a serious, in-depth dialog with community leaders be included.

Through six hours of testimony we heard some eloquent speakers talk about our community and how it has been torn apart by the present sign code which is severely flawed. Speakers, both business and non-business, citizens of the City and the Peninsula voiced their adamant request for an ad-hoc committee...like Peter Stanley who talked of a win-win approach through an ad-hoc committee, Tom Morfee recommended an ad-hoc committee and committed the PNA's participation, the Chamber of Commerce strongly supports the formation of an ad-hoc committee and further committed to be the coordinator of the business representation for the committee. After listening to more than 6 hours of open public involvement with more than 350 people in attendance and as much as 90% of those speaking asking for an ad-hoc committee formation, we cannot conceive that the City Council will deny this overwhelming request.

To otherwise ignore and belittle the concerns of your partners in this community would send a larger message to the electorate at large.

Partners work together...Community is a shared idea...Business is a cornerstone of community...Let's work together to share ideas.

Sincerely,

Peter Stefanic, President
Gig Harbor/Peninsula Area Chamber of Commerce

