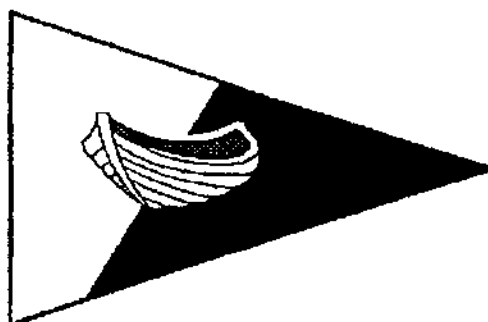


File

GIG HARBOR CITY COUNCIL MEETING



MAY 23, 1994

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
MAY 23, 1994**

PUBLIC HEARING: None scheduled.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Peninsula Communities Parks & Recreation Association.
2. Peacock Hill Meadow Endorsement.

OLD BUSINESS:

1. Crescent Valley Corridor Link to 112th Street.

NEW BUSINESS:

1. North Harborview Drive - Inca Contract.
2. North Harborview Drive Project - Undergrounding of Utility Lines.
3. Amendments to UBC and Zoning - First Reading.
4. Request to Review and Revise Interim Urban Growth Boundary.
5. Liquor License Renewals - Gourmet Essentials & W.B. Scotts Restaurant.

STAFF REPORTS:

MAYOR'S REPORT:

Alternative Traffic Routes.

COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: Potential Litigation (15 minutes).

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MAY 9, 1994

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

PUBLIC HEARING:

Resolution - ANX 93-02 - Preannexation Zoning and Notice of Intent to Annex. Mayor Wilbert opened the Public Hearing at 7:04. Ray Gilmore explained that this was the second of two required public hearings for intent to annex a one acre parcel located east and adjacent to Soundview Drive by the owner, Anna Nelson. He added the petitioner was requesting a zoning designation of R-2 as the property contains three duplexes. Mr. Gilmore presented the resolution for the annexation and explained that upon adoption of the resolution, the petition will be forwarded to the Pierce County Boundary Review Board for approval.

Jim Boge - 6606 Soundview Drive - Mr. Boge wanted to know the reason for the request. Mr. Gilmore explained that the petitioner wants to annex to obtain city sewer service. The public hearing portion of the meeting was closed at 7:07.

MOTION: Move to adopt Resolution #417 accepting the annexation petition for Anna Nelson, and also establishing the zoning designation of R-2.
Markovich / Stevens Taylor - unanimously approved.

PUBLIC COMMENT / DISCUSSION:

Steve Phipps - 4214 Harborview Drive - Mr. Phipps wanted to let the City Council know that he is still interested in working with the city on the purchase of a piece of property. He explained that they are still working things out among themselves. He added that the appraiser was currently working on the appraisal.

CALL TO ORDER: 7:10 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of the last council meeting as submitted.
Picinich/Platt - unanimously approved.

CORRESPONDENCE:

OLD BUSINESS:

1. Second Reading - Definition of Telephone Services Ordinance. Mark Hoppen presented the second reading of this ordinance to include cellular phones in the business tax section of the Gig Harbor Municipal Code.

MOTION: Move approval of Ordinance #670 which relates to the city's business utility tax and adds the definition of telephone business consistent with state law.
Markovich / Stevens Taylor - unanimously approved.

2. Second Reading - Marine Ordinance. Mark Hoppen presented the second reading of this ordinance to authorize the marine enforcement activities on City of Gig Harbor jurisdictional waters. He explained a change to the ordinance under section 8.24.080, changing the Rules of Road from Inland Waters to International Regulations. He added that concerns about regulating the sailboat races exceeding the 4 mph speed limit could be handled by adding a new definition under the Special Events License section of the code.

Michael Perrow - 911 North Harborview Drive - Mr. Perrow stated his concerns that the 4 knots speed limit on the water was too low. He said he lived approximately one mile from the mouth of the harbor, and with that speed limit, he could reach the mouth of the harbor faster by walking than by water. He mentioned that paddleboats, rowboats, canoes, kayaks, and even swimmers reach speeds of over 4 knots. Councilman Ekberg asked what he thought the limit should be raised to, and Mr. Perrow suggested doubling the limit.

Jim Boge - 6606 Soundview Drive - Mr. Boge explained that he was a licensed pilot and float-plane rated, and due to the traffic in the harbor, sea-planes should be excluded, and the speed on the harbor kept low.

Mark Hoppen explained that the county harbor speed is 5 mph, 4 knots is 4.6 mph, only .4 mph difference. Chief Richards explained that the officers have jurisdiction to enforce county code on the east harbor waters. He added that what will mostly concern the officers is the wake, not if the vessel is exceeding the 4 knot limit.

MOTION: Move to adopt Ordinance #671 authorizing marine enforcement activities on City of Gig Harbor jurisdictional waters.
Picinich / Markovich - unanimously approved.

NEW BUSINESS:

1. State Revolving Funds Loan Document. Ben Yazici presented this resolution authorizing a loan to help finance the Wastewater Treatment Plant expansion project. He explained that since Council's authorization in October to pursue the loan, staff had met with the Department of Ecology to review the loan document. Because Ecology requires adoption of a Resolution approving the loan agreement, the resolution was drafted.

MOTION: Move to adopt Resolution #418 authorizing the City to enter into a State Revolving Fund loan agreement with the Department of Ecology for approximately \$891,000.
Stevens Taylor / Platt - unanimously approved.

2. Maintenance and Testing of Fire Hydrant Agreement. Ben Yazici explained that Fire District No. 5 has asked the City to execute an Operational Agreement for the maintenance and testing of fire hydrants. He added there would be no financial requirement of the City to execute the agreement.

MOTION: Move to authorize the Mayor to sign the Operational Agreement between the City of Gig Harbor and Fire District No. 5 for the maintenance and testing of fire hydrants.

Stevens Taylor / Picinich - unanimously approved.

3. Comprehensive Transportation Plan - KJS Associates. Ben Yazici stated that due to the fact the Transpo Group Inc. was behind schedule for completing the Comprehensive Transportation Plan, and had requested a time extension but did not want to sign the contract amendment with the liquidated damages clause, he had met with the Public Works Committee and it had been decided to select another firm to complete the plan. Councilman Ekberg voiced concerns that the new firm, KJS Associates, did not carry professional liability insurance.

Joe Savage, representing KJS Associates, explained to council that because they are not performing design work that they don't have a need for professional liability insurance. They will be offering advice towards our transportation plan but not actually designing a project. John Wallace, legal counsel, assured council that because they are proposing a comprehensive plan only, the chances of liability flowing from those planning recommendations is next to nothing. He added that the contract has an extensive indemnity clause.

Councilmember Stevens Taylor asked Mr. Wallace if there would be a problem with setting precedent by changing a standardized contract. He assured her it would not. Councilman Ekberg asked that the language under Section 8 - Legal Relations, paragraph C, be updated to read "In no event will such policies provide coverage in amounts less than one million dollars (\$1,000,000) per occurrence."

MOTION: Move we approve the agreement for consultant services between the City of Gig Harbor and KJS Associates to complete the City Comprehensive Transportation Plan in the amount of \$38,624 with the stipulation that under Section 8, paragraph C, the insurance for general liability amount be amended to read one million (\$1,000,000) per occurrence.

Ekberg / Platt - unanimously approved.

4. Wastewater Treatment Plant Expansion Project Septage Handling System. Ben Yazici explained the city is in the process of completing the final design and specifications of the Wastewater Treatment Plant Expansion project. He added that with minor modifications to the plans, septage could be treated and processed, bringing additional net revenues of approximately \$125,000 per year to the city.

MOTION: Move we authorize the Mayor to sign the Professional Services Contract Amendment with Gray & Osborne, Inc. in the amount of \$5,000 to proceed with the design of the septage handling system at the Wastewater Treatment Plant.

Platt / Stevens Taylor - unanimously approved.

5. Resolution - Building Inspection Fees - Wastewater Treatment Plant Expansion. Ben Yazici explained that due to the nature of the expansion project, the biggest portion of the plan review was performed by the Wastewater Treatment Plant Supervisor and himself. He added that the second category inspection services were to be performed primarily by Gray & Osborne, Inc., the Public Works Inspector, and in some cases, a certified testing laboratory. Only the first category inspection services will be performed by the City Building Official. Mr. Yazici asked council to approve a resolution waiving a portion of the building permit fee before the project is to be advertised.

MOTION: Move adoption of Resolution #419 which is a resolution waiving a portion of the building permit and inspection fees associated with the hired consultants plan review and inspection of the expansion of the city's wastewater treatment plant.

Markovich / Picinich - unanimously approved.

6. Special Occasion Liquor License - Chamber of Commerce & PSD Teacher's Assoc. No action taken.

STAFF REPORTS:

1. Police Department. Chief Richards talked about the upcoming Citizen's Police Academy that was formulated by Officer Scott Emmett in response to the interest in the police department that was shown in the citizen's survey last year. He was please that there was such a good response, and added that the class was full. He gave a brief report on the patrol boat, the new patrol car, and the latest monthly activity report. He showed councilmembers and staff a "beer bong" that had been confiscated from students behind Gig Harbor High School.
2. Planning / Building Department. Ray Gilmore passed out a working draft of the Comprehensive Plan to councilmembers. He gave a brief overview of the worksessions schedule. He estimates it being completed by the middle of August.

Steve Bowman, Building Official and Fire Marshal, gave a presentation on the May 3rd fire at Olympic Village. He said the fire was still under investigation, and asked for the council's patience in waiting for the completed report.

3. Administration. Mark Hoppen added that next Monday, at 5:00 p.m. the business owners affected by the fire have been invited to meet with Ben Dew, State Emergency Management, who has information about small business administration loans that are available if there are five businesses that are either under or non-insured. These are start-

up monies that can be used for payment of debt, payment of wages, or payment for inventory at a rate of 4% for a 30 year term.

MAYOR'S REPORT:

Mayor Wilbert offered Councilmembers T-Shirts and pins that had been given to her by the GHHS Cultural Awareness Group. Funds for the program were provided through community donations. The Awareness Group sponsored an assembly this morning at the high school. Mayor Wilbert was very complimentary of the dance troupe at the presentation, and added that she was asked to read a proclamation declaring the week of May 9th - 13th, Diversity Week.

Last Thursday and Friday, Mayor Wilbert was invited by the Air Mobility Command of the Air Force to fly (at her own expense of \$120) in a C141 to Scott Airforce Base in Illinois for a P.R. trip. The orientation at Scott Air Force Base reinforced that our combined military services are is prepared to respond to any crisis, defense or humanitarian.

COUNCIL COMMENTS: None.

ANNOUNCEMENT OF OTHER MEETINGS:

Meeting of the Olympic Village Business Owners affected by the fire - 5 p.m. at City Hall, Monday, May 16th.

APPROVAL OF BILLS:

MOTION: To approve Bill Vouchers #12208 through #12268, in the amount of \$47,397.44.
Platt/Stevens Taylor - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To approve Payroll Vouchers #9710 through #9816, in the amount of \$157,665.66.
Platt/Stevens Taylor - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move we go into Executive Session at 8:30 for the purpose of discussing property acquisition, claim, and a legal matter for approximately 20 minutes.
Platt / Stevens Taylor - unanimously approved.

MOTION: Move we return to regular session at 9:04 p.m.
Stevens Taylor / Platt - unanimously approved.

MOTION: Move that the claim of Mr. J. Norman Kelly for damage as a result of his automobile collision with a telephone pole be denied.
Markovich / Picinich - unanimously approved.

ADJOURN:

MOTION: To adjourn at 9:05 p.m.
Stevens Taylor / Platt - unanimously approved.

Cassette recorder utilized.
Tape 349 Side B 145 - end.
Tape 350 Side A 000 - end.
Tape 350 Side B 000 - end.
Tape 351 Side A 000 - 037.

Mayor

City Administrator

Peninsula Communities Parks & Recreation Association

RECEIVED

MAY 16 1994

MAY 5 1994 HARBOR

TO: GIG HARBOR/KEY PENINSULA COMMUNITY ORGANIZATIONS

FROM: AMY VANDEGRIFT, PARKS AND RECREATION
STEERING COMMITTEE

ONE OF THE FIRST STEPS IN THE IMPLEMENTATION OF THE COMPREHENSIVE PARK PLAN, IS THE FORMATION OF A BOARD OF DIRECTORS. THIS BOARD WILL CONSIST OF PERSONS REPRESENTING THE COUNTY, STATE, SCHOOLS, KEY PENINSULA PARK DISTRICT, PENINSULA PARK DISTRICT, THE CITY, AND VARIOUS RECREATION GROUPS FROM THE AREA.

WE WOULD LIKE TO INVITE YOUR ORGANIZATION TO NOMINATE A REP TO SERVE ON THIS BOARD. PLEASE CALL (857 6083) BY MAY 20TH TO INDICATE YOUR ORGANIZATIONS PARTICIPATION. RETURN THE BOTTOM OF THIS LETTER BY JUNE 1ST.

SINCERELY



MANAGEMENT COMMITTEE
AMY VANDEGRIFT (857 6083)

.....
MAIL TO: AMY VANDEGRIFT, 14210 45TH AVE CT NW, GIG HARBOR WA 98332

ORGANIZATION CITY OF GIG HARBOR

REPRESENTATIVE _____

ADDRESS _____

PHONE _____ OR _____



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

It is with great pleasure I enthusiastically endorse the Performance Circle's campaign to preserve the historic Peacock Hill Meadow for the arts.

As Mayor, I have made a personal commitment to do all I can to enhance the quality of life in our community and am delighted to support a program to unite our citizens in a common cause for entertainment and education.

I am particularly pleased at the potential a performing arts center represents for the children on the Gig Harbor / Key Peninsula. Children, in our remote area particularly, need options to television and sports. A whole new world is waiting for them when they can take part in the kind of program the Performance Circle is planning.

Gig Harbor is being challenged with the influx of population and economic growth. We now have a long-awaited emergency medical facility. Churches, traditional and new, are experiencing phenomenal growth. Retail, wholesale, and service oriented businesses are in the permit process. To balance out that kind of growth, the time is at hand for a performing arts center that will serve the cultural needs of this rapidly growing community. Newcomers are thrilled when the favored features in the cities they left behind become available in their new community.

As we develop, we must incorporate some of our historic sites into our plan. If we do not act now, Gig Harbor will lose the very appeal that draws us together. The campaign to preserve the Peacock Hill Meadow will meet this concern in a very real way. This opportunity will not pass our way again.

I have gladly agreed to speak with potential donors in our area about supporting this worthwhile endeavor. Please join us to make this dream a reality.

Thank you,

Gretchen A. Wilbert
Mayor, City of Gig Harbor



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *mt*
SUBJECT: CRESCENT VALLEY CORRIDOR LINK TO 112TH STREET
DATE: MAY 19, 1994

INTRODUCTION/BACKGROUND

The County Council approved the Swede Hill to 112th Street link, establishing the corridor and mandating that the second phase of the corridor would require the lead of the City of Gig Harbor. In order to accomplish this, we may need to complete the one outstanding issue on the SEPA documentation for the entire corridor project.

POLICY CONSIDERATIONS

Although the exact nature of the corridor might not be defined within the scope of the current SEPA documentation, the East-West corridor study serves as an environmental base of review, and an extensive previous investment by County citizens, that would be very expensive to duplicate from scratch. Therefore, this study needs to be completed and then utilized in all subsequent analysis of this corridor. The only remaining aspect of this corridor's SEPA documentation that remains uncompleted is a transportation analysis which pertains to the Seacliff/Pt. Richmond area.

FISCAL CONSIDERATIONS

None, unless we decide to complete the SEPA document for Pierce County.

RECOMMENDATION

The attached letter is suggested as both a thank you to the Pierce County Council for taking strong leadership in the approval of the first leg of the East West Road and a request for action to enable the City of Gig Harbor to take the lead on the second leg as requested by the County.



May 19, 1994

City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

Pierce County Councilmembers
930 Tacoma Avenue South, Room 1046
Tacoma, WA 98402

Re: East-West Road

Dear Councilmembers:

On behalf of the citizens of the City of Gig Harbor, we'd like to thank you for your leadership in the selection of the route from SR-16 at the Swede Hill Interchange to Peacock Hill Avenue at 112th Street.

We look forward to working with Pierce County and local property owners to design and build the first phase of the corridor.

The completion of the SEPA process for the original corridor study appears to be a prerequisite to the determination of any route from 112th Street to Crescent Valley. We would like to determine county requirements for the completion of the SEPA documentation on the corridor.

Please request Pierce County staff to contact City of Gig Harbor staff to facilitate this process.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

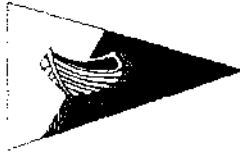
Nick Markovich
Councilmember

Corbett Platt
Councilmember

Jeanne Stevens Taylor
Councilmember

Steven Ekberg
Councilmember

John Picinich
Councilmember



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
SUBJECT: NORTH HARBORVIEW DRIVE, PROFESSIONAL SERVICES CONTRACT
DATE: MAY 18, 1994

INTRODUCTION

We completed the consultant selection process for the North Harborview Drive project. The selection committee unanimously selected Inca Engineers Inc. to do the design of the project for a lump sum price of \$113,000.07. The purpose of this memorandum is to obtain the Council's approval for this contract.

BACKGROUND/ISSUES

Upon receiving approval from the Puget Sound Council of Governments, we solicited Statement of Qualifications from interested consultants. Two consultant responded and were interviewed: Inca Engineers Inc. and Stepan and Associates. The interview panel determined that Inca Engineers was the most qualified firm for this project.

We then negotiated the price and scope of the work with Inca Engineers. The final negotiated price is \$113,000.07. I believe that this is a fair price for the scope of the work to be done on North Harborview Drive project.

POLICY ISSUES

The North Harborview Drive project is an objective of the Public Works Department to be completed this year. We have already obtained the Shoreline Permit and published Determination of None Significance with our SEPA checklist. Upon receiving Federal Highway Administration approval, we will proceed with the project as quickly as we can.

The federal funds for this project was scheduled to be distributed in 1995. When we were going through the budget process, I was told by a DOT representative that, as long as the project is in the PSCOG's Three Year Transportation Improvement Plan, we can proceed with the project any time. Based upon this input, I requested from the City Council sufficient local matching funds to proceed with the project in 1994.

We were then told in January that we could not proceed with the project till November 1994, which is the beginning of the federal funding cycle for 1995. Since January of this year, I have been desperately trying to get early expenditure authorization. Finally, we received authorization to spend

approximately \$212,000 of total \$776,000 federal funds. This amount was more than enough for us to start the design of the project. It is our intend to complete the design of the project by November and start the construction not later than December 1, 1994.

Because this project is federally funded, we have to follow the their requirements for the project completion. One of the requirements is that we need to use their standard Consultant Agreement for the design and construction of the project. Therefore, we will be using their standard consultant agreement form instead of ours.

FISCAL IMPACT

None. The North Harborview Drive Project is mostly funded by federal funds. The project cost is approximately \$950,000 of which \$776,000 will be funded by the federal funds. The City's matching funds for the project is approximately \$200,000 and this amount is budgeted in our 1994 budget. I am now pursuing the option of utilizing the City's matching fund to be funded by Transportation Improvement Board.

The Transportation Improvement Board (TIB) has a program that will fund the local jurisdiction matching funds for federally funded projects. Unfortunately, we have only a \$212,000 authorization from the FHWA for this year which means that we can only apply up to \$40,000 TIB matching funds.

I am told by the TIB staff that our project qualifies for the TIB matching funds. Upon receiving the approval of the Project Prospectus from FHWA, TIB can authorize the matching fund expenditures. If so, the City does not have to spend any money for North Harborview Drive Project in 1994.

RECOMMENDATION

I recommend a Council motion to authorize the Mayor to sign the Professional Services Contract with Inca Engineers Inc. to complete the design of North Harborview Drive project for \$113,000.07.

Puget Sound Regional Council



CC: Ben Yazici
P.S. to Ben:
Your project is ³¹
shown on page ³¹
FYI.

Dick Callahan
f.to - North Harboran Drive
1-1-94

May 5, 1994

Terry Ebersole, Regional Administrator
Federal Transit Administration
3142 Federal Building
Seattle, Washington 98174

James Toohey, Assistant Secretary
Transit, Research and Intermodal Planning
Washington State Department of Transportation
Transportation Building KF-01
Olympia, Washington 98504-7300

Re: Amendment to the Puget Sound Regional Council's FY 1994 Unified Planning Work Program for projects submitted by city of Renton and WSDOT District 1

Re: Corrections to 1994-96 Regional TIP approved by the Regional Council

Dear Messrs. Ebersole and Toohey:

UPWP Amendment

The Puget Sound Regional Council has recently approved an amendment to the 1994 Unified Planning Work (UPWP) to add two projects list in Attachment A. The approvals of these amendments by your agencies and the Federal Highway Administration, as appropriate, is requested.

Both projects listed in Attachment A were approved by the Regional Council into its 1994-96 Regional Transportation Improvement Program (TIP). Both projects were also approved by the Regional Council into the UPWP at its Executive Board meeting held on February 24, 1994. The federal funding for both projects was recently increased, which are included in the TIP Corrections announced later in this letter.

Detailed descriptions of the two planning projects are included in Attachment A.

Corrections

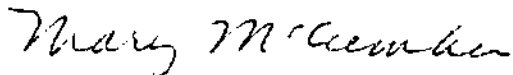
In addition to the UPWP projects listed above, the Regional Council hereby approves a number of corrections to its 1994-96 Regional TIP. The corrections are approved effective May 5, 1994. The corrections were approved in a manner consistent with the Regional Council's Resolution EB-93-02 which provides for approvals of changes to the 1994-96

Regional TIP by administrative action. The corrections are final with this approval by the Regional Council (no further action required by state or federal agencies).

The corrections to the TIP projects are summarized in Attachment B. The pages in the TIP changed to reflect the corrections are included in Attachment C.

If you have questions on this request, please contact Dick Callahan (464-6161) or Peter Heffernan (464-5301) on my staff.

Sincerely,



Mary McCumber
Executive Director

Attachments

- A - Detailed descriptions of projects amended in to UPWP
- B - Summary information on TIP corrections approved by PSRC
- C - Revised pages to 1994-96 Regional TIP reflecting TIP corrections

cc: Bellevue - Tim Stever
Renton - Lee Haro
Seattle - Jim Young
King County - Steve Kohn
Fircrest - Bob Shelton
Kitsap Transit - Richard Hayes
Gig Harbor - Ben Yazici
Pierce County - Ramiro Chavez
Steilacoom - Jim Richards
Tacoma - Greg Clark
Edmonds - Paul Mar
Everett - Dave Davis
Lynnwood - Loren Sand
Snohomish - Lawrence Waters
Jeanette Johnson - Snohomish County
WSDOT/District 1-Program Management - Dennis Sipila
WSDOT/District 1-Planning - Jerry Schutz
WSDOT/District 1-Local Programs - Terry Paananen, Sam Richard, Harry Haslem
WSDOT/District 3-Program Management - Paula Hammond
WSDOT/District 3-Local Programs - Bob Holcomb
WSDOT/Office of Urban Mobility - John Shadoff
WSDOT/HQ-Intermodal Planning Office - Charles Howard, Mgr., Intermodal Planning
WSDOT/HQ-Local Programs Office - Dave Zevenbergen, Funds Allocation Section
FTA Region 10 - Pat Levine

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County: Pierce

PROJECTS FOR FUNDING IN 1994-1996 TIP

Applicant	Project Number	Title	Numbers in Thousands Improvement Type	Requested Federal Funds			Total Federal	Total Federal/State, Local Funds *		Project Phases) **	Funding Source
				1994	1995	1996		1994 - 1996	1996		
FIRCREST	FIR-12	Electron Way Reconstruction	Reconstruction	\$84	\$56	\$0	\$140	\$161	C	STP(L)	H
FIRCREST	FIR-17	44 TH St sidewalk, curb & gutter and widening.	Minor Widening	\$0	\$0	\$93	\$93	\$116	D C	STP(L)	H
FIRCREST	FIR-18	Regents Ave. curb, gutter & sidewalk replacement	Reconstruction	\$0	\$7	\$77	\$84	\$106	D C	STP(L)	H
FIRCREST	FIR-23	Alameda South of 40th sidewalk, curb and gutter.	Major Widening - General Purpose Lane(s)	\$0	\$0	\$76	\$76	\$94	D C	STP(L)	H
Jurisdictional Totals:				\$337	\$72	\$347	\$756	\$920			
GIG HARBOR	GIG-1	NORTH HARBORVIEW DRIVE IMPROVEMENTS	Reconstruction	\$212	\$564	\$0	\$776	\$951	D C	STP(L)	H
GIG HARBOR	GIG-2	ROSEDALE STREET IMPROVEMENTS	Restoration and Rehabilitation	\$0	\$0	\$86	\$86	\$163	D C	STP(L)	H
GIG HARBOR	GIG-3	HARBORVIEW DRIVE OVERLAY PROJECT	Resurfacing	\$0	\$187	\$0	\$187	\$216	D C	STP(L)	H
Jurisdictional Totals:				\$212	\$751	\$86	\$1,049	\$1,330			

* = Includes matching funds

** = P=Planning, D=P/E-Design, R=ROW-Land Aquisition, C=Construction, X=Bus (expansion), B=Bus(replacement), E=Equipment, O=Other

12



**Washington State
Department of Transportation**

Sid Morrison
Secretary of Transportation

Transportation Building
P.O. Box 47300
Olympia, WA 98504-7300

May 19, 1994

Mr. Ben Yazici
Public Works Director
P. O. Box 145
Gig Harbor, WA 98335

City of Gig Harbor
North Harborview Drive
STPUL-3327(001)
FUND AUTHORIZATION

Dear Mr. Yazici:

We have received FHWA fund authorization, effective May 12, 1994, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$130,000	\$104,000

In addition, categorical exclusion determination has been approved.

Enclosed is a pre-printed Progress Bill form for the referenced project. Please forward this form to the person handling billings.

Federal funds for this project are limited by your regional STP project selection agency to \$212,000. All costs beyond those in the latest executed agreement are the sole responsibility of your agency.

Upon receipt of your certification of Right of Way, notification that the project is ready for advertisement and a supplement to the City/County Agreement which includes construction funds, the construction phase of this project will be considered for funding.

You may proceed with the administration of this project in accordance with your WSDOT approved Limited Certification Acceptance agreement.

Sincerely,

WAYNE T. GRUEN, PE
Deputy Assistant Secretary
Local Programs

WTG:ds
Enclosure
cc: Bob Holcomb, Dist. 3/7440

CONSULTANT AGREEMENT		CONSULTANT / ADDRESS / TELEPHONE	
AGREEMENT NUMBER FEDERAL AID NO.		INCA Engineers, Inc. 11120 N: 2nd Street Bellevue, WA 98004 (206) 635-1000	
AGREEMENT TYPE	<input checked="" type="checkbox"/> LUMP SUM	PROJECT TITLE AND WORK DESCRIPTION	
	LUMP SUM AMOUNT \$ <u>113,000</u>	North Harborview Drive Roadway Improvements Harborview Drive to Vernhardson Street	
	<input type="checkbox"/> COST PLUS FIXED FEE	DBE PARTICIPATION	
	OVERHEAD PROGRESS PAYMENT RATE _____ %	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>4.4</u> %	
	OVERHEAD COST METHOD	WBE PARTICIPATION	
<input type="checkbox"/> ACTUAL COST	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>4.4</u> %		
<input type="checkbox"/> ACTUAL COST NOT TO EXCEED _____ %	FEDERAL ID NO. OR S.S. NO.		
<input type="checkbox"/> FIXED RATE _____ %	Do you require a 1099 for IRS?		
FIXED FEE \$ _____	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> SPECIFIC RATES OF PAY	COMPLETION DATE	MAXIMUM AMOUNT PAYABLE	
<input type="checkbox"/> NEGOTIATED HOURLY RATE		\$ <u>113,000</u>	
<input type="checkbox"/> PROVISIONAL HOURLY RATE			
<input type="checkbox"/> COST PER UNIT OF WORK			

THIS AGREEMENT, made and entered into this _____ day of _____, between the City/COUNTY of Gig Harbor, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT

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

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

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

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

**I
GENERAL DESCRIPTION OF WORK**

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

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

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III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) if required shall be shown in the heading of this AGREEMENT.

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

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V PAYMENT

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

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement.

Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G attached hereto and by this reference made a part of this AGREEMENT.

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

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Workmen's compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- A. **COMPLIANCE WITH REGULATIONS.** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT. The consultant shall comply with the American Disabilities Act of 1992, as amended.
- B. **NONDISCRIMINATION.** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS.** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AGENCY to be pertinent to ascertain

compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the United States Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. **SANCTIONS FOR NONCOMPLIANCE.** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS.** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- G. **UNFAIR EMPLOYMENT PRACTICES.** The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

IX TERMINATION OF AGREEMENT

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

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

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be

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due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

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

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

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

X CHANGES OF WORK

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

be considered as Extra Work and will be paid for as herein provided under Section XIV

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

XIII LEGAL RELATIONS AND INSURANCE

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

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

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

The CONSULTANT shall comply with Title 51 RCW.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE
- B. Regular public liability and property damage insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000 00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The certificates of insurance shall cover the work specified in or performed under this AGREEMENT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a certificate of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the lesser.

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

XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed

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

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI FEDERAL AND STATE REVIEW

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

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit "A-1", are the Certifications of the Consultant and the Agency, Exhibit "A-2" Certification regarding debarment, suspension and other responsibility matters - primary covered transactions, Exhibit "A-3" Certification regarding the restrictions of the use of Federal funds for lobbying, and Exhibit "A-4" Certificate of Current Cost or Pricing Data. Exhibits "A-3" and "A-4" are only required in Agreements over \$100,000.

XVIII COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall

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be valid to have reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

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

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

By [Signature]

By _____

Consultant: INCA Engineers Inc.

Agency _____
Principal

DOT 140-059
Revised 2/93

EXHIBIT A-1

CERTIFICATION OF CONSULTANT

Project No. _____

City/County of Gig Harbor

I hereby certify that I am Daniel S. Patsula and duly authorized representative of the firm of INCA Engineers, Inc. whose address is 11120 NE 2nd St., Bellevue, WA 98004 and that neither I nor the above firm I here represent has:

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

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

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

05.19.94 [Signature]
 Date Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the AGENCY Official of the City/County of _____ Washington and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

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

 Date Signature

EXHIBIT A-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): INCA Engineers Inc.

05.19.94
(Date)

[Signature]
President or Authorized Official of Consultant
(Signature)

EXHIBIT A-3

CERTIFICATION REGARDING THE RESTRICTIONS OF THE USE OF FEDERAL FUNDS FOR LOBBYING

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

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

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

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

Consultant (Firm): INCA Engineers Inc.
05.13.94 (Date)
[Signature] President or Authorized Official of Consultant (Signature)

Exhibit B**NORTH HARBORVIEW DRIVE
IMPROVEMENTS****SCOPE OF WORK****1. Administration and Coordination**

The Consultant shall provide project administration and coordination with the City and all subcontractors to facilitate efficient progress and timely completion of the North Harborview Drive Improvement Project.

A. Prepare and submit monthly progress reports. The monthly progress reports shall contain the following types of information:

- Status of deliverables
- List of technical issues to be resolved
- Records of decisions or resolutions to issues
- Invoices
- Updated progress schedule
- Status of work performed during report period
- Work effort expected in the next report period

B. Provide the following management and review tasks:

Prepare for and attend monthly meetings with the City (up to six assumed) to discuss technical and other issues. Meetings will be on the same day but prior to the monthly public meetings scheduled by the City.

Prepare project instructions for the purpose of providing Consultant staff with guidelines and directions for conducting the design. The project instructions will include a detailed work plan; project background; schedule; listing of project deliverables; project organization; and procedures regarding project control, records, and communications.

Circulate necessary information to Consultant staff and hold regular design team meetings.

Establish an on-going list of technical issues to be resolved and document decisions and resolutions to those issues.

Exhibit B

Provide necessary office administrative support for accomplishment of management activities.

Maintain project schedule and budget records for control of expenditures and achieving completion times.

2. Schedule Development

The Consultant shall develop a project schedule for the final design phase of the project. The schedule shall include all activities and identify the expected time, duration, and City or Consultant staff responsible for each activity. The schedule shall also identify milestones and critical path items.

The schedule shall be a bar-type diagram.

3. Survey

The Consultant shall provide a complete field survey. The mapping boundaries shall include the complete intersection mapping of the beginning and end of the project, a strip map between the termini extending 40 feet on each side of roadway centerline, driveway centerline profiles extending up to 100 feet from centerline towards a garage, location of all roadway monumentation and other survey markers found in the field, locations of all surface utilities and inverts of all accessible subsurface utilities, edge of pavements, sidewalks, curbs, retaining walls rockeries, steps, fences, significant trees, building thresholds, and existing storm drain outfall from Harborview Drive to the harbor. Horizontal and vertical control will be established from datum records provided by the City of Gig Harbor.

4. Basemapping

The Consultant shall prepare a complete topographic basemap from all data collected in the field survey. The mapping will include the following additional items:

- A. Plotting of all underground utilities from as-built drawings provided by the respective water, sewer, telephone, electrical, gas and television utility owners.

Exhibit B

- B. Plotting all right of way and easements lines established on the right of way documents, if any, provided by the City of Gig Harbor and the quarter-section maps provided by Pierce County.

5. Community Involvement

The community involvement program for this project shall consist of drop-in meetings held at City Hall. The City will schedule and coordinate all meetings. The Consultant will attend each meeting. The Consultant shall provide one plan set of the project at its current status, various segments may be colored. The City will prepare and mail newsletters.

6. Drainage and Utility design

The Consultant shall review the existing site drainage and prepare a design for a new storm water conveyance system to drain all storm water within the project limits. The design shall include use of catch basin filters to meet DOE storm water quality design requirements, as required by the City of Gig Harbor Storm Water Policy. Existing private drains will be incorporated where existing drains are identified in the field inspection. An under drain will be included on the north side of Harborview Drive to collect all offsite flows before the water flows over sidewalks. A new storm water outfall will be designed to replace the existing storm drain outfall located under the pier. All storm water plans and profiles will be prepared on the roadway plan and profile drawings

The Consultant shall prepare a design of a new waterline to replace the existing waterline located within the project limits. The design does not include waterline capacity analysis. The design will include new water services to all buildings within the project limits. Existing fire hydrants will be reset to a new location determined by the City.

The Consultant will locate on the roadway plans the limits of the under-grounding work to be completed by power, telephone and television utilities. A trench detail will be provided by the utility company and incorporated into the drawings by the Consultant. The lead utility company (power) will provide the Consultant with an electronic file of the proposed utility trench and vaults on a basemap provided by the Consultant. The electronic files will be in AutoCad release 12. The Consultant will coordinate with the lead utility company.

Exhibit B**7. Prepare Final Design**

The Consultant shall prepare construction plans necessary to complete the following improvements.

North Harborview Drive Harborview Drive to Vernhardson Street

Widen and reconstruct North Harborview Drive from the intersection of Harborview Drive to the intersection of Vernhardson Street including the following:

- Two through lanes, bicycle lanes, curbs gutters and sidewalks.
- Parallel parking where parallel parking is currently available between Harborview and Peacock Hill Road.
- Replace existing water main and water service lines.
- New storm drainage conveyance system.
- Analyze and prepare design to improve or mitigate horizontal sight distance deficiency at the intersection of North Harborview Drive and Burnham Drive. Approximately 600 feet of the vertical alignment of Burnham may be revised.
- Incorporate trenching design prepared by utility companies to underground overhead utilities.
- Review existing horizontal and vertical alignment and design improvements to bring deficient areas up to standards. Improvements will be designed to provide symmetrical widening about the existing right of way centerline. Horizontal alignment may be shifted uphill to minimize impacts to downhill side properties. Vertical alignment will be adjusted to match existing driveways and building thresholds. The horizontal and vertical alignment will be designed one time only.
- Analyze existing sidewalk for capacity and or design sidewalk reconstruction for the existing structural sidewalk.
- Prepare computer generated cross sections of the final alignment and typical roadway sections.
- Locate limits and surface area for retaining walls on plan sheets. Rock wall will be used for all cut slopes. Fill walls less than four feet (4') in height that support a sidewalk and or bike lane will be completed using rock walls or proprietary wall systems.

Exhibit B

- Existing structural retaining walls that require replacement will be designed using the WSDOT standard plans or proprietary wall systems.
- Detail limits of driveway reconstruction at all driveways located within the project limits. Design will include a driveway schedule that establishes the limits of reconstruction and the material to be used for reconstruction. Consultant will prepare the necessary driveway plan and profile information to show affected property owners how the improvements will impact their property.
- Traffic control requirements for construction will be outlined in the specifications. These requirements will make the Contractor responsible for preparing all traffic control plans and obtaining the City's approval.
- Prepare details of overhead illuminated pedestrian crossings.
- Prepare all documents and exhibits necessary to obtain permits not already obtained by the City. The City has obtained the Shoreline Permit and completed the SEPA process.

The following plan sheets will be prepared and will comprise the plan set.

Plan Sheet	Number of Sheets
Cover Sheet/Index/Vicinity Map	1
Roadway Sections and Details	4
Driveway Schedule and Typical Sections	1
Roadway Plan/Profiles	14
Channelization/Signing Plans	3
Drainage and Temporary Erosion Control Details	2
Waterline Details	1
Landscape Restoration plans/details	1
TOTAL PLAN SHEETS	27

Exhibit B

Design will conform to the following standards:

City of Gig Harbor Department of Public Works Design Standards.

Washington State Department of Transportation "Local Agency Guidelines".

Washington State Department of Transportation "Design Manual".

Washington State Department of Transportation, "Standard Plans for Road Bridge and Municipal Construction".

Washington State Department of Transportation, "Standard Specifications for Road Bridge and Municipal Construction", 1994 edition.

FHWA and Washington state Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways".

Highway Research Board's Manual entitled, "Highway Capacity".

Standard drawings prepared by the city and furnished to the Consultant shall be used as a guide in all cases where they fit design conditions.

Documents to be furnished by the Consultant:

One copy of the quantity and design computations for the work performed under this agreement.

Materials used in open house presentations and for discussion with affected property owners.

One set of all sheets comprising the composite contract plans on permanent scalable reproducible and specifications stamped by a Professional Engineer.

One set of all sheets comprising the set of composite contract plans on disk in AutoCad version 12.

30 sets of bid documents.

The Consultant shall submit plans for City review at approximately the 60 percent, 100 percent, and final levels of completion.

The 60 percent submittal will consist of the following:

- a. Completed basemapping with right of way and utilities plotted.
- b. Final horizontal and vertical alignment on the plan profile sheets.

Exhibit B

- c. Preliminary construction cost estimate.
- d. Report for structural sidewalk evaluation.
- e. Identification of all substandard or deficient horizontal and vertical alignments and areas of work required outside of existing right-of-way
- f. Identify all areas requiring rock walls and or retaining walls.
- g. Establish typical roadway sections.
- h. Schematic drawings of proposed landscape improvements.

The 100 percent submittal will include the following:

- a. Finalize plans covering all technical aspects of the project.
- b. Incorporate City review comments from the 60 percent submittal.
- c. Special Provisions, Specifications, Contract Documents.
- d. A current set of bid quantities and opinion of final construction cost.

The final submittal will include the following:

- a. Incorporate City review comments from 100 percent submittal, summarize comments and provide written responses to each comment.
- b. Finalize special provisions and specifications.
- c. Finalize and stamp all drawings and specifications.
- d. Construction schedule.
- e. Opinion of final construction cost including quantity takeoffs.

The Consultant shall provide five sets of full size drawings and specifications for each submittal. The final submittal will include 30 sets of bid documents. Mylar originals will be delivered to the City after construction of the project.

Exhibit B**8. Opinions of Cost**

The Consultant shall prepare an engineer's opinion of cost for the project based upon the construction plan sheets, bid item quantities, and current bid prices. Cost estimates will be provided at the 60 percent, 100 percent, and final submittals.

9. Specifications

The Consultant shall modify City standard contract specifications provided by the City. The Consultant shall supplement the standard specifications provided by the City with the special provisions required for the project and written by the Consultant. Electronic files will be provided in Word for Windows format.

10. Quality Assurance

The Consultant shall conduct a quality assurance check of the contract documents prior to the 100 percent level of completion submittal to the City.

11. Work by Subconsultants

The following work will be completed by the respective subconsultant after the final scope of work and limits of improvements have been established.

A. Geotechnical Investigation

Work will be performed by Hong West & Associates and will consist of conducting a subsurface investigation to provide information relative to soil, groundwater, and other geologic conditions along the project alignment. Approximately 10 test pits to a maximum depth of 6 to 8 feet will be excavated and backfilled by City of Gig Harbor forces. The exploratory test pits will be logged under the full time observation of a Hong West Associate engineer or geologist and soil samples will be obtained at selected intervals.

Perform engineering analysis and evaluation of data derived from the subsurface investigation and laboratory testing program to establish design parameters relating to pavement design, use of native material for trench backfill and embankment, and slope stability for retaining walls.

Prepare letter report and provide results of field and laboratory test.

Exhibit B**B. Landscape Design**

Work will be performed by Oakrock Landscape Architects and will consist of providing planting and irrigation plans for areas within the project limits that require extensive landscape restoration. All other areas of landscape restoration will consist of sod or bark mulch. Allowance is based on preparing planting and irrigation plans for six different areas and a schedule establishing limits of sod and bark mulch restoration within the project limits. Actual limits of work and type of planting will be established after the 60 percent plan submittal/review.

12. Work to be Performed by the City

- A.** Perform all right of way appraisal and acquisition services, which include but are not limited to the following:
- Acquire all title reports for right of way acquisition.
 - Negotiate all right of way acquisitions.
 - Prepare all legal descriptions and documents to support acquisition.
 - Perform all right of way appraisals.
- B.** Perform all coordination with WSDOT-STATE AID.
- Complete all document submittals to WSDOT-STATE AID. The Consultant will prepare all documents that comprise the submittal package.
- C.** Coordinate and attend all public meetings.
- D.** Design and construction of any illumination system will be completed by the City or Peninsula Light.

Exhibit B**13. Time of Completion**

The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the City. The time required for completion of plans, specifications, and estimates shall be October 31, 1994.

Immediately following Notice to Proceed, the Consultant shall be required to submit a progress schedule. The progress schedule shall be in such detail that progress of each task item can be evaluated at any time during performance of the Agreement.

Established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the City in the event of a delay attributable to the City or because of a delay caused by an act of God or governmental actions or other conditions beyond control of the Consultant.

Exhibit B

PROJECT MANHOOR REQUIREMENT ESTIMATE

INCA Engineers, Inc.

Gig Harbor
 North Harborview Drive
 Harborview Drive to Vern Hardson Street
 Length = 1.0 Miles

MAJOR TASK DESCRIPTION	Project Principal	Project Manager	Project Engineer	Design Engineer	Tech. Support	Clerical	TOTAL
Civil Tasks							
1. Administration/Management/Meetings/ Coordination and Quality Control	0	60	0	0	0	16	76
2. PS&E Preparation							
a. Title Page/Index/Vicinity Map (1 sheet)	0	0	0	4	4	0	8
b. Roadway Sections (2 sheets)	0	4	0	20	32	0	56
c. Driveway Schedule (1 sheet)	0	4	0	20	16	0	40
d. Street Plan/Profiles, Finalize Horizontal/Vertical Alignments (14 sheets)	0	28	0	140	160	0	328
e. Channelization/Pavement Markings/Signing Plans (3 sheets)	0	4	0	32	40	0	76
f. Storm Drainage Conveyance System	0	16	0	100	60	0	176
g. Drainage Details, Temporary Water Pollution/Erosion Control (2 sheets)	0	4	0	32	48	0	84
h. Structural Sidewalk Details (1 sheet)	0	4	28	0	16	0	48
i. Water Line Design	0	0	0	40	16	0	56
j. Miscellaneous Details	0	4	0	24	24	0	52
3. Incorporate Client Review Comments and Prepare Final PS&E Documents	0	8	0	24	24	4	60
4. Quantity Calculations/Engineer's Estimate	0	8	0	48	0	8	64
5. Special Provisions	0	32	0	16	0	16	64
TOTAL ALL TASKS	0	176	28	500	440	44	1188

EXHIBIT C-1**PAYMENT
(LUMP SUM)****A. Lump Sum Agreement**

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

1. Management Reserve Fund

The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$50,000 or 10% of the Lump Sum Amount as shown in the heading of this Agreement. The amount included for the Management Reserve Fund is shown in the heading of the AGREEMENT. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIV, "Extra Work."

2. Maximum Total Amount Payable

The Maximum Total Amount Payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT. The maximum total amount payable is comprised of the Lump Sum Amount and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for extra work as stipulated in Section XIV, "Extra Work."

B. Monthly Progress Payments

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed, and are not to be more frequent than one (1) per month. To provide a means of verifying the invoiced salary costs for the Consultant's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT agrees to refund such overpayment to the AGENCY within ninety (90) days of notice of any such payment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment.

D. Inspection of Cost Records

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

Exhibit B

PROJECT MANHOOR REQUIREMENT ESTIMATE

INCA Engineers, Inc.

Gig Harbor
 North Harborview Drive
 Harborview Drive to Vern Hardson Street
 Length = 1.0 Miles

MAJOR TASK DESCRIPTION	Survey Principal	Project Manager	Computer Tech.	AutoCad Tech.	Research Tech.	Field Tech. I	Field Tech. II	Field Tech. III	TOTAL HOURS
Survey Tasks									
1.0 Traverse, Mapping & Right of Way 1" = 20' scale, 2' contour, 40' each side of centerline, profile each DW 75' or to garage if within 100', sidestreets 150' from centerline full mapping, building thresholds between Peacock Hill Road and Harborview, right of way established on map, locate and invert all utilities	24	60	40	136	8	120	120	0	508
TOTAL SURVEY TASKS	24	60	40	136	8	120	120	0	508

Exhibit D

CONSULTANT FEE DETERMINATION -- DIRECT SALARY COST

Project: Gig Harbor
North Harborview Drive

Task: Civil Tasks

DIRECT SALARY COST (DSC):					
Classification	Hours	X	Rate	=	Cost
1. Project Principal	0		42.50		\$0.00
2. Project Manager/Sr. Supervising Engineer	176		31.30		\$5,508.80
3. Project Engineer/Senior Engineer	28		27.13		\$759.64
4. Engineer/Designer	500		20.97		\$10,485.00
5. Technical Support	440		17.42		\$7,654.80
6. Clerical	44		14.13		\$621.72
TOTAL - DSC					\$25,039.96

Task: Survey Tasks

DIRECT SALARY COST (DSC):					
Classification	Hours	X	Rate	=	Cost
1. Survey Principal	24		30.31		\$727.44
2. Project Manager	60		23.69		\$1,421.40
3. Computer Technician	40		17.07		\$682.80
4. AutoCad Technician	136		15.68		\$2,132.48
5. Research Technician	8		17.07		\$136.56
6. Field Technician I	120		17.25		\$2,070.00
7. Field Technician II	120		13.07		\$1,568.40
8. Field Technician III	0		10.92		\$0.00
TOTAL - DSC					\$8,739.08

Exhibit D

CONSULTANT FEE SUMMARY

Gig Harbor
North Harborview Drive

ITEM	DSC	Overhead (DSC X 155.95%)	Fee 15% X (DSC+OH)	TOTAL
Civil Tasks	\$25,039.96	\$39,049.82	\$9,613.47	\$73,703.24
Survey Tasks	\$8,739.08	\$13,628.60	\$3,355.15	\$25,722.83
TOTAL	\$33,779.04	\$52,678.41	\$12,968.62	\$99,426.07
REIMBURSABLES				
Mileage (3300 miles x 0.28/mile)		\$924.00		
Reprographics (Includes 25 Mylar Originals)		\$1,500.00		
Report Publication (Bid Documents)		\$800.00		
FAX/Messenger		\$0.00		
Survey Expenses		\$350.00		
Computer Time		\$0.00		
Subtotal Reimbursables				\$3,574.00
INCA TOTAL				\$103,000.07
SUBCONSULTANTS (Optional services to be negotiated when scope is defined.)				
Hong West Associates (Geotech)		\$5,000.00		
Oakrock Landscape Architects		\$5,000.00		
Subconsultant Total				\$10,000.00
GRAND TOTAL				\$113,000.07

Exhibit E



OVERHEAD ANALYSIS

Allowable Payroll Overhead	Percentages *
Payroll Taxes	14.30
Insurance - Medical, Dental & Life	9.40
Vacation, Holiday and Sick Leave	13.90
Pension/Profit Sharing	12.40
Total Payroll	50.00
Allowable General & Administrative Overhead	
Indirect Labor - Administrative & Support Staff	48.90
Travel and Auto Expenses	7.30
Rent	13.30
Printing and Supplies	7.50
Insurance	5.50
Business Taxes	5.30
Professional Services	3.00
Telephone	2.70
Publications, Dues, Subscriptions, Books	1.10
Repairs and Maintenance	1.10
Depreciation	5.30
Seminars and Meetings	2.00
Office Miscellaneous, Postage	2.95
Total General & Administrative	105.95
TOTAL ALLOWABLE OVERHEAD	= 155.95*

* Percentage of direct labor based on actual operating expenses, historical data and future projections.

EXHIBIT F**PAYMENT UPON TERMINATION OF AGREEMENT
BY THE AGENCY OTHER THAN FOR FAULT OF THE CONSULTANT
(Refer to Agreement, Section IX)****Lump Sum Contracts**

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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

EXHIBIT G
SUBCONTRACTED WORK

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Landscape Irrigation Design

Geotechnical Investigation



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
SUBJECT: NORTH HARBORVIEW DRIVE PROJECT
UNDERGROUNDING UTILITY LINES
DATE: MAY 11, 1994

INTRODUCTION:

The design phase of the North Harborview Drive project will start within the next two weeks. One outstanding issue is the utility undergrounding on this project. The intent of this memorandum is to obtain your authorization to proceed with undergrounding the utility lines on North Harborview Drive with the City's financial participation of \$50,000.

BACKGROUND/ISSUES

Most of the existing utility poles on North Harborview Drive are in conflict with the proposed project and need to be either relocated or put underground. The cost of undergrounding is substantially higher than the relocation but is a more desirable result. The utility companies are willing to underground the lines if the City provides and pays for the trench at an estimated cost of approximately \$50,000. The Utility Company's expenditure for undergrounding will be approximately \$250,000 without the trenching cost. Attached is a letter from Peninsula Light Company which details the estimated costs for this work.

Undergrounding the utility lines for this project will not necessarily mean that all the power poles will disappear immediately after the project is completed. The main lines will be underground, but individual property owners still have to work with the utility company to underground the service lines and, consequently, some of the poles will remain along North Harborview Drive to provide service to property owners.

POLICY ISSUES

The City paid approximately \$70,000 in trenching costs to underground the utility lines on Soundview Drive and this project would be consistent with the previous practices of the City.

It has always been our intention to address the utility undergrounding issue at the time of major construction projects. It is much cheaper to provide a utility trench in conjunction with a major construction project than as a separate item because of substantial cost savings relating to traffic control and roadway repair after the trench.

**Mayor Wilbert and City Council
North Harborview Drive Project
Page Two**

FISCAL IMPACT

The utility undergrounding cost on North Harborview Drive was not included in the 1994 budget. However, there are sufficient funds in our general government fund to pay for this cost if the Council chooses.

RECOMMENDATION

I recommend a council motion to authorize the Public Works Director to spend up to \$50,000 for undergrounding the existing overhead utility lines on North Harborview Drive.



Peninsula Light Company

A Mutual Corporation

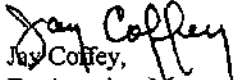
PO. BOX 78, GIG HARBOR, WA 98335-0078
13315 GOODNOUGH DR, NW, PURDY
PHONE (206) 857-5950

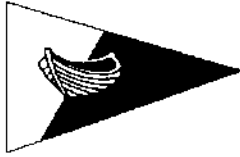
Mr. Ben Yazici, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Wa 98335

Dear Mr. Yazici,

May 18, 1994


This letter is in response to your request for an estimated cost for relocation of Peninsula Light Company facilities along the N. Harborview Drive project area. Our estimated cost to relocate these facilities while leaving the distribution system overhead is expected to run \$120,000. To place these facilities underground is expected to cost \$250,000 without the trenching cost. As you recall our previous conversations included the City of Gig Harbor funding the trenching cost. I believe it should be safe to estimate that the trenching cost should not run over \$50,000 for this project of approximately 5000 feet. I look forward to working with you and your designated consultant.


Jay Coffey,
Engineering Manager
Peninsula Light Company



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Mayor Wilbert and City Council
FROM:  Ray Gilmore, Director, Planning-Building Department
DATE: May 20, 1994
SUBJ.: FIRST READING: Revisions to City of Gig Harbor Uniform Building Code
and Zoning Code - Penalty Provisions and Enforcement

ISSUE

At the advice of the City Attorney, Carol Morris, several changes are proposed to the City's Uniform Building Codes and Zoning Code respective to enforcement and penalty provisions.

BACKGROUND

The 1993 Legislature amended RCW 35A.11.020 so that punishment for any criminal ordinance shall be the same as punishment provided in state law for the same crime and that no act which is a state crime may be made a civil violation by local code.

As the 1991 UBC and UFC are adopted by the state and effective in all cities throughout the state, and because these codes provide criminal penalties for certain violations, the City must amend Title 15 of the Gig Harbor Municipal Code to eliminate civil penalties for these violations. These amendments must be affective by July 1, 1994 and must also be approved by the state building code council.

POLICY ISSUES

The City Attorney has prepared amendments to the Gig Harbor Municipal Code, specifically to Title 15.18, which includes interim penalty provisions of the zoning code. A "permanent" amendment to Title 17.08 and a new Title 17.09 will be forwarded to the Planning Commission for a public hearing in the near future.

The proposed changes provide specific mandatory penalties for violation of the Uniform Plumbing Code and Building Code. The building code enforcement provisions will include criminal penalty provisions, as required by state law. The code retains the civil penalty provisions with these additions:

- ◆ Appeal of enforcement actions brought by the Department remains with the Hearing Examiner. The Examiner's decision, however, is appealable to the Pierce County Superior Court.
- ◆ Notices of Violations are expanded to include posting of the property and, if necessary, publication in the City's official newspaper.
- ◆ Criminal Penalties are proposed for repeated violations within a five year period and may be imposed for violations of the Uniform Fire Code and the Uniform Plumbing Code or for wilful, intentional or bad faith failure to comply with the standards of Title 15 or 17.

ECONOMIC IMPACT

The modifications could require additional staff resources during the initial phase of violation investigation, discovery and notification. These costs could be offset by the reduction in administrative procedures through limiting the extent of local appeals. Any additional costs incurred are considered could be offset through a revised fee structure.

RECOMMENDATION

This is the first reading of this ordinance and no action is necessary at this time. Should Council desire any changes or modifications, staff will prepare same and present the changes at the second reading of the ordinance.

**OGDEN
MURPHY
WALLACE** ATTORNEYS AT LAW

MEMORANDUM

DATE: May 9, 1994
TO: Mark Hoppen, City Administrator, Gig Harbor
FROM: Carol Morris, Assistant City Attorney
RE: Penalty Provisions in Uniform Codes and Zoning Code

In 1993, the Washington State Legislature amended RCW 35A.11.020, in pertinent part, to read as follows:

Powers vested in legislative bodies of noncharter and charter code cities. (Effective July 1, 1994.) . . .

Such body may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city, and may impose penalties of fine not exceeding five thousand dollars or imprisonment for any term not exceeding one year, or both, for the violation of such ordinances, constituting a misdemeanor or gross misdemeanor as provided therein. However, the punishment for any criminal ordinance shall be the same as punishment provided in state law for the same crime. Such a body alternatively may provide that violation of such ordinances constitutes a civil violation subject to monetary penalty, but no act which is a state crime may be made a civil violation. . . . (Emphasis added.)

Because the 1991 Uniform Building Code and 1991 Uniform Fire Code are adopted by the state and effective in all cities throughout the state, and because these Codes provide criminal penalties for certain violations, the City must amend Title 15 of the Gig Harbor Code to eliminate civil penalties for these violations. Such amendments must be effective by July 1, 1994. These amendments must also be approved by the state building code council. WAC 51-20-008.

The civil penalty system for the enforcement of the zoning code is contained in Title 15 (GHMC chapter 15.18). Given that we will be amending Title 15 to be consistent with the Uniform Code penalty system, we should amend the zoning code to include its own civil penalty system.

There may be instances in which zoning code civil penalties are not appropriate or effective. I would recommend that any new civil penalty system for violation of the zoning code also

Mark Hoppen Memorandum
May 9, 1994
Page 2

contain criminal penalties. Here is a suggested criminal penalty provision which would supplement the civil penalties for zoning code violations:

Criminal Penalties.

- A. Any person violating or failing to comply with any of the provisions of this Land Use Code and who has had a judgment entered against him or her pursuant to Section 17.102.010 or its predecessors within the past five (5) years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding Five Thousand Dollars (\$5,000.00) or be imprisoned for a term not exceeding one (1) year or be both fined and imprisoned. Each day of noncompliance with any of the provisions of Title 17 shall constitute a separate offense.
- B. A criminal penalty, not to exceed Five Thousand dollars (\$5,000.00) per occurrence, may be imposed:
 - 1. For any violation of Title 17 for which corrective action is not possible; or
 - 2. For any wilful, intentional, or bad faith failure or refusal to comply with the standards or requirements of Title 17.

Additional Relief.

The Administrator may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of Title 17 when civil or criminal penalties are inadequate to effect compliance.

Please give me a call after you have had an opportunity to review the above and let me know whether you would like me to draft such an ordinance amending Title 15 and Title 17.

will not interfere with or cause damage to such public service facilities." [1993 c 204 § 1.]

Title 35A OPTIONAL MUNICIPAL CODE

Chapters

- 35A.11 Laws governing noncharter code cities and charter code cities—Powers.
- 35A.12 Mayor-council plan of government.
- 35A.14 Annexation by code cities.
- 35A.21 Provisions affecting all code cities.
- 35A.29 Municipal elections in code cities.
- 35A.31 Accident claims and funds.
- 35A.57 Inclusion of code cities in metropolitan municipal corporations.
- 35A.63 Planning and zoning in code cities.
- 35A.80 Public utilities.

Labor relations consultants: RCW 43.09.230.

Chapter 35A.11

LAWS GOVERNING NONCHARTER CODE CITIES AND CHARTER CODE CITIES—POWERS

Sections

- 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. (Effective July 1, 1994.)
- 35A.11.110 Members of legislative bodies authorized to serve as volunteer fire fighters or reserve law enforcement officers.

35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. (Effective July 1, 1994.) The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people: **PROVIDED**, That nothing in this section or in this title shall permit any city, whether a code city or otherwise, to enact any provisions establishing or respecting a merit system or system of civil service for firemen and policemen which does not substantially accomplish the same purpose as provided by general law in chapter 41.08 RCW for firemen and chapter 41.12 RCW for policemen now or as hereafter amended, or enact any provision establishing or respecting a pension or retirement system for firemen or policemen which provides different pensions or retirement benefits than are provided by general law for such classes.

Such body may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city, and may impose penalties of fine not exceeding five thousand dollars or imprisonment for any term not exceeding one year, or both, for the violation of such ordinances, constituting a

misdeemeanor or gross misdemeanor as provided therein. However, the punishment for any criminal ordinance shall be the same as the punishment provided in state law for the same crime. Such a body alternatively may provide that violation of such ordinances constitutes a civil violation subject to monetary penalty, but no act which is a state crime may be made a civil violation.

The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. By way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, real property of all kinds, waterways, structures, or any other improvement or use of real or personal property, in regard to all aspects of collective bargaining as provided for and subject to the provisions of chapter 41.56 RCW, as now or hereafter amended, and in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns.

In addition and not in limitation, the legislative body of each code city shall have any authority ever given to any class of municipality or to all municipalities of this state before or after the enactment of this title, such authority to be exercised in the manner provided, if any, by the granting statute, when not in conflict with this title. Within constitutional limitations, legislative bodies of code cities shall have within their territorial limits all powers of taxation for local purposes except those which are expressly preempted by the state as provided in RCW 66.08.120, 82.36.440, 48.14.020, and 48.14.080. [1993 c 83 § 8; 1986 c 278 § 7; 1984 c 258 § 807; 1969 ex.s. c 29 § 1; 1967 ex.s. c 119 § 35A.11.020.]

Effective date—1993 c 83: See note following RCW 35.21.163.

Severability—1986 c 278: See note following RCW 36.01.010.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

Effective date—1969 ex.s. c 29: "The effective date of this act is July 1, 1969." [1969 ex.s. c 29 § 2.]

35A.11.110 Members of legislative bodies authorized to serve as volunteer fire fighters or reserve law enforcement officers. Notwithstanding any other provision of law, the legislative body of any code city, by resolution adopted by a two-thirds vote of the full legislative body, may authorize any of its members to serve as volunteer fire fighters or reserve law enforcement officers, or both, and to receive the same compensation, insurance and other benefits as are applicable to other volunteer fire fighters or reserve law enforcement officers employed by the code city. [1993 c 303 § 2; 1974 ex.s. c 60 § 2.]

Chapter 35A.12

MAYOR-COUNCIL PLAN OF GOVERNMENT

Sections

- 35A.12.110 Council meetings.

0008.150.003
CAM/sec
5-18-93

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CODE ENFORCEMENT, ADDING A NEW CHAPTER 15.18 ON ENFORCEMENT FOR THE UNIFORM BUILDING, MECHANICAL, PLUMBING AND FIRE CODES, AND THE STATE ENERGY AND INDOOR AIR QUALITY CODES, AS THE SAME APPEAR IN TITLE 15; AND FOR ENFORCEMENT OF THE ZONING CODE, TITLE 17; DESCRIBING VIOLATIONS AND PENALTIES THEREFOR; REPEALING GHMC SECTIONS 15.06.055, 15.08.025, 15.08.030, 15.08.040, 15.10.030, 15.10.035, 15.10.038, 15.12.110, 15.32.011, 15.32.012 AND CHAPTER 15.34 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, recent amendments to RCW 35A.11.020 require the City to change its enforcement procedures for Uniform Fire and Plumbing Code violations to be consistent with state law; and

WHEREAS, Chapter 15.18 of the Gig Harbor Municipal Code must therefore be amended to reflect consistent penalties for state and local code violations, and to contain an effective enforcement scheme for the remainder of the building codes; now, therefore,

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

Section 1. Section 15.06.055 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. Section 15.08.025 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. Section 15.08.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 15.08.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

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15.08.040 Appeals of Administrative Determinations. The Building Code Advisory Board shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, pursuant to chapter 15.02. The Board shall have no authority to hear appeals of enforcement actions, which shall be directed to the Hearing Examiner, as set forth in chapter 15.18.

Section 5. Section 15.10.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 15.10.035 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. Section 15.10.038 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.10.038 Appeals of Administrative Determinations. The Building Code Advisory Board shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, pursuant to chapter 15.02. The Board shall have no authority to hear appeals of enforcement actions, which shall be directed to the Hearing Examiner, pursuant to chapter 15.18.

Section 8. Section 15.12.110 of the Gig Harbor Municipal Code is hereby repealed.

Section 9. Section 15.32.011 of the Gig Harbor Municipal Code is hereby repealed.

Section 10. Section 15.32.012 of the Gig Harbor Municipal Code is hereby repealed.

Section 11. Chapter 15.34 of the Gig Harbor Municipal Code is hereby repealed.

DRAFT

13-107, as the same now exists or may hereafter be amended.

G. Zoning Code Violation.

1. It is a violation of Title 17 for any person to initiate, maintain or cause to be initiated or maintained the use of any structure, land or property within the City of Gig Harbor without first obtaining the permits or authorizations required for the use by Title 17.

2. It is a violation of Title 17 for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the City of Gig Harbor in any manner that is not permitted by the terms of any permit or authorization issued pursuant to Title 17, provided that the terms or conditions are explicitly stated on the permit or the approved plans.

H. General Violations. In addition to the above, it is a violation of Title 15 or 17 to:

1. remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;

2. to misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization.

3. fail to comply with any of the requirements of Title 15 or 17, including any requirement of the Uniform Codes and state codes adopted by reference herein.

15.18.004 Duty to Enforce.

A. It shall be the duty of the Building Official to enforce this Chapter. The Building Official may call upon the police, fire, planning and community development or other appropriate City departments to assist in enforcement. As used in this chapter, "Building Official" shall also mean his or her duly authorized representative.

DRAFT

3. A reasonable time for compliance;

4. A statement that if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in Section 15.18.018.

C. Service. The notice shall be served on the owner, tenant or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the Building Official makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two (2) consecutive weeks in the City's Official Newspaper; and

2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address if known, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Other Actions May Be Taken. Nothing in this section shall be deemed to limit or preclude any action or proceeding pursuant to Sections 15.18.010, 15.18.012, 15.18.018 or 15.18.020.

F. Optional Notice to Others. The Building Official may mail, or cause to be delivered to all residential and/or nonresidential rental units in the structure or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, Stop Work Order or Emergency Order and the applicable requirements and procedures.

G. Amendment. A notice or Order may be amended at any time in order to:

1. Correct clerical errors; or

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2. Cite additional authority for a stated violation.

15.18.008 Time to Comply.

A. Determination of Time. When calculating a reasonable time for compliance, the Building Official shall consider the following criteria:

1. The type and degree of violation cited in the notice;

2. The stated intent, if any, of a responsible party to take steps to comply;

3. The procedural requirements for obtaining a permit to carry out corrective action.

4. The complexity of the corrective action, including seasonal considerations, construction requirements and the legal prerogatives of landlords and tenants; and

5. Any other circumstances beyond the control of the responsible party.

B. Order Becomes Final Unless Appealed. Unless an appeal is filed with the Building Official for hearing before the Hearing Examiner in accordance with Section 15.18.014, the notice of violation shall become the final order of the Building Official. A copy of the notice shall be filed with the Pierce County Auditor. The Building Official may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

15.18.010 Stop Work Order. Whenever a continuing violation of this Code will materially impair the Building Official's ability to secure compliance with this Code, or when the continuing violation threatens the health or safety of the public, the Building Official may issue a Stop Work Order specifying the violation and prohibiting any work or other activity at the site. A failure to comply with a Stop Work Order shall constitute a violation of this chapter.

17.09.012 Emergency Order. Whenever any use or activity in violation of Title 15 or 17 threatens the health and safety of the occupants of the premises or any member of

DRAFT

the public, the Building Official may issue an Emergency Order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The Emergency Order shall specify the time for compliance and shall be posted in a conspicuous place on the property, if posting is physically possible. A failure to comply with an Emergency Order shall constitute a violation of this chapter.

Any condition described in the Emergency Order which is not corrected within the time specified is hereby declared to be a public nuisance and the Building Official is authorized to abate such nuisance summarily by such means as may be available. The cost of such abatement shall be recovered from the owner or person responsible or both in the manner provided by law.

15.18.014 Review by Hearing Examiner.

A. Any person significantly affected by or interested in a notice of violation issued by the Building Official pursuant to Section 15.18.006 may obtain an appeal of the notice by requesting such appeal within fifteen (15) days after service of the notice. When the last day of the period so computed is a Saturday, Sunday or federal or City holiday, the period shall run until five p.m. (5:00 p.m.) on the next business day. The request shall be in writing, and upon receipt of the appeal request, the Building Official shall forward the request to the Office of the Hearing Examiner, pursuant to Chapter 17.10 GHMC.

B. At or after the appeal hearing, the Hearing Examiner may:

1. Sustain the notice of violation;
2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date.

C. The Hearing Examiner shall issue a Decision within ten (10) days of the date of the completion of the review and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of

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violation, mailed to the complainant, if possible, and filed with the Department of Records and Elections of Pierce County.

15.18.016 Civil Penalty.

A. In addition to any other sanction or remedial procedure which may be available, any person violating or failing to comply with any of the provisions of Title 15 or 17 shall be subject to a cumulative penalty in the amount of Fifty Dollars (\$50.00) per day for each violation from the date set for compliance until the order is complied with, except as provided in subsection B of this section.

B. The penalty imposed by this section shall be collected by civil action brought in the name of the City. The Building Official shall notify the City Attorney in writing of the name of any person subject to the penalty, and the City Attorney shall, with the assistance of the Building Official, take appropriate action to collect the penalty.

C. The violator may show as full or partial mitigation of liability:

1. That the violation giving rise to the action was caused by the wilful act, or neglect, or abuse of another; or

2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant.

15.18.018. Criminal Penalties.

A. Any person violating or failing to comply with any of the provisions of Title 15 or 17 and who has had a judgment entered against him or her pursuant to Section 15.18.016 or its predecessors within the past five (5) years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding Five Thousand Dollars (\$5,000.00) or be imprisoned for a term not exceeding one (1) year or be both fined and imprisoned. Each day of noncompliance

DRAFT

with any of the provisions of Title 15 or 17 shall constitute a separate offense.

B. A Criminal penalty, not to exceed Five Thousand Dollars (\$5,000.00) per occurrence, may be imposed:

1. For violations of the Uniform Fire Code and the Uniform Plumbing Code, which violations are misdemeanors;

2. For any other violation of Title 15 or 17 for which corrective action is not possible; and

3. For any wilful, intentional, or bad faith failure or refusal to comply with the standards or requirements of Title 15 or 17.

15.18.020. Additional Relief. The Building Official may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of Title 15 or 17 when civil or criminal penalties are inadequate to effect compliance.

Section 5. 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 6. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN WILBERT

DRAFT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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



City of Gig Harbor. The "Maritime City."

3105 JUDESON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Mayor Wilbert and City Council

FROM: Ray Gilmore, Director, Planning-Building Department

DATE: May 18, 1994

SUBJ.: Request to Review and Revise Interim Urban Growth Boundary

ISSUE

Mr. Paul Miller, et. al., has requested Council to consider changing the Interim Urban Growth Area (IUGA) Map to include some properties which the signers to the request have an interest in. The properties are located west of, and outside, the City's IUGA.

BACKGROUND

Exhibit A is the officially adopted Interim Urban Growth Area (IUGA) map for the City (April 1992). Exhibit B was a working map of the IUGA and was never officially adopted pursuant to the requirements under the Growth Management Act and the Pierce County County-Wide Planning Policies. There is not any inconsistency between these maps respective to the west boundary line north of Rosedale Street. However, each map is not based upon the same scale nor is each map from the same source. Exhibit A is based upon the Fire District #5 street map for the Gig Harbor Peninsula. Exhibit B is based upon a composite of Pierce County Assessors parcel maps, the source of which is unknown.

The IUGA map adopted as part of Resolution #354 used streets, creeks and ridgetops (as identifiable) as boundaries. If one extrapolates the west boundary going north from Rosedale Street, you will note that it lies just west of 58th Avenue NW. The properties subject of this letter lie west of that boundary.

The west boundary is not based upon any section line. It is a southern extension of Bujacich Drive and follows Bujacich Drive NW, which is west of the Purdy Corrections Center, and interties with a 16th section line in an area just west of 58th Avenue NW. The total inclusion of 90th Street NW was not a consideration.

Analysis/Recommendation

Regardless of which map one chooses to focus on, the fact remains that the properties listed are still west of the IUGA boundary, adopted or otherwise. What has been adopted is a fair and impartial boundary based upon what staff, the Planning Commission and the City Council have felt are reasonable projections and readily identifiable features, mapped and developed.

At this point of the City's comprehensive planning process, the Council must rely on the map adopted as IUGA of April 1992 until a final urban growth area map is adopted by the Council and approved by Pierce County. Staff feels that the appropriate forum for any proposed adjustments to the UGA should be made to the City Planning Commission. The Planning Commission will conduct its first hearing on the revised Comprehensive Plan on May 31. Staff will provide notice to Mr. Miller, et.al., to state their concerns and comments on the subject to the Planning Commission at this hearing.

RECEIVED
MAY 5 1994
CITY OF GIG HARBOR

April 20, 1994

*City of Gig Harbor
City Council
3105 Judson
Gig Harbor, Washington 98335*

Dear Council Members:

The undersigned property owners in the 54th Avenue Business District, more particularly described by the parcel numbers below, request your review and revision of the original Growth Boundary Line for Gig Harbor in the area bounded by 88th Street N.W. on the South and Bujacich Drive on the North. We as property owners believed that, under the April 27, 1992 Resolution #354 adopted by the City of Gig Harbor, we were included inside the proposed Gig Harbor Urban Growth Area as depicted on the attached map, Exhibit A.

It is our understanding that the City of Gig Harbor is now using for proposes of reference the attached map denoted as Exhibit B which defines a line for the Western boundary of the Gig Harbor Urban Growth Area which both divides the 54th Avenue Business District and numerous properties therein. This revised map is contrary to the understanding we as property owners had following the public process and resolution adoption by Gig Harbor.

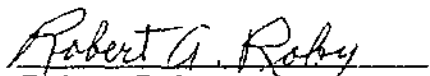
The attached map, Exhibit B, is inconsistent as applied to Exhibit A, the adopted map, in the following areas:

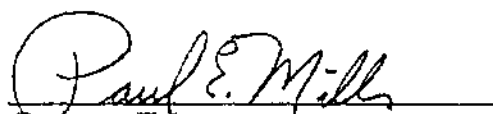
- 1. The West Boundary between Rosedale and Bujacich Drive is not aligned with the Section line and does not include all of 90th Street N.W.*
- 2. The line extends North of Bujacich Drive bisecting the Purdy Treatment Center rather than following West along Bujacich Drive.*
- 3. The line South of Rosedale jogs East excluding an existing residential development which is included on Exhibit A.*


We hereby request that for consistency in retaining the entire 54th Avenue business district properties within the Urban Growth Area, the West Boundary between 88th Street N.W. and Bujacich Drive be located concurrent with the Western Section Line. This movement will eliminate the division of property from lying both within and without the Urban Growth Area.

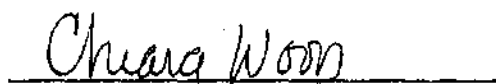
Requested this _____ day of April 1994.

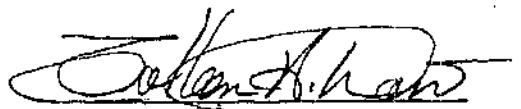
Signatures:


Robert Roby
Parcels 01-21-01-1-001
01-21-01-1-001


Greater Tacoma
Community Foundation
By Paul E. Miller
Parcels 01-21-01-1-020
01-21-01-1-021
01-21-01-1-022

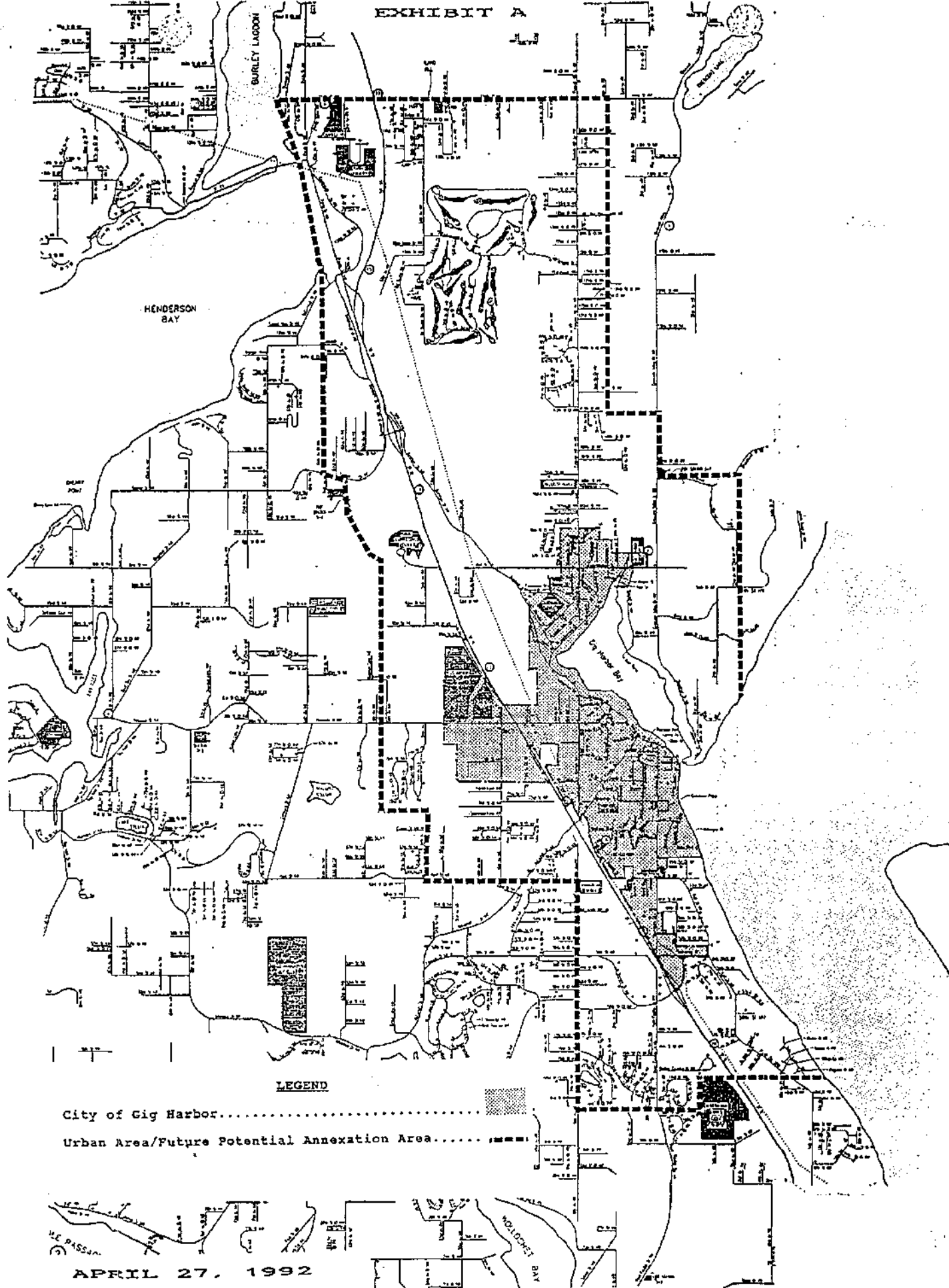

Bay Estate Association
By Douglas Howe
Parcels 01-21-01-1-009
01-21-01-1-010


Chiara Wood
Parcels 01-21-01-1-017
01-21-01-1-018


Colleen Davis
Parcel 01-21-01-1-019


Peninsula Property Associates
By Ed Moomaugh
Parcel 01-21-01-1-012

EXHIBIT A



HENDERSON BAY

BURLEY LAGOON

LEGEND

- City of Gig Harbor.....
- Urban Area/Future Potential Annexation Area.....

APRIL 27, 1992

UNRECORDED
INDEXED
EA

PURDUM
TRUST
CENTER

EXHIBIT B

R. ROBY

C. DAVIS

D. SHANNAN

E. MILLER

BAY ESTATES ASSOCIATES

L. HOLCOMB

D. SCHEMEL

D. SHANNAN

C. ROBY

C. SCANNELL

54th Ave

PENINSULA PROPERTY ASSOC.

D. PRICE

RICHARD ANDERLE

G. MUMFORD

A. KONOPSIS

PEDERSON

BUTLER

CAROL AUNCEY

L. BENTLEY CONST.

MT. VIEW DEVELOPMENT

R. HENDRICKSON

LONE STAR, NW

GIG HARBOUR
ROAD ASSOC

RILEY HOPKINS

SIG MORGAN
PARTNERSHIP

PENINSULA
EQUIPMENT

J. PAPER

CITY OF
GIG HARBOUR

KIDAPEN
REMBURY

EMERSON

H. ROSS

PIERCE COUNTY

90-012

90-013

SR-16

ROSEDALE ST.

ADJACENT TO GIG HARBOUR

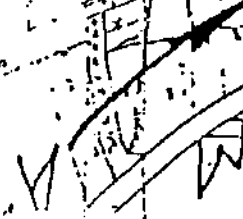
OLD 284. 612.75

ADJACENT

ADJACENT

OLD 284

THUNDERBOLT



CITY OF GIG HARBOR

RESOLUTION No. 354

WHEREAS, the City Council did in 1987 enter into an urban area agreement with Pierce County (Pierce County Ordinance 87-136) which defines an urban planning area and future annexation area; and,

WHEREAS, the City Comprehensive Plan of 1986 also defines an urban planning area for those unincorporated lands potentially affected by or which could potentially affect planning activities of the city; and,

WHEREAS, the City redefined the urban planning area and future potential annexation area into one map, by Council action in May of 1990 and further revised in February of 1991; and,

WHEREAS, the Growth Management Act requires that Counties required to plan under the act must designate urban planning areas in those areas which are urban in nature, which have urban services or which are capable of providing urban services; and,

WHEREAS, the City of Gig Harbor has transmitted to Pierce County a copy of the 1991 Urban Growth Area/Future Potential Annexation map as part of the County's urban growth study area program; and,

WHEREAS, the City deems it appropriate to review the current urban area map and make adjustments as necessary to define a reasonable and attainable urban growth area for future planning purposes which would be capable of being provided urban services; and,

WHEREAS, the Planning Commission has considered revisions to the urban growth area and based upon testimony presented at a public hearing and a workshop following the hearing has transmitted its recommendations and findings on an urban growth study area to the City Council by letter of April 23, 1992

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 7/31/94

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	RUUD, RONALD RUUD, CATHERINE	GOURMET ESSENTIALS 5500 OLYMPIC DR STE I-102 GIG HARBOR WA 98335 0000	078110	F
2	W.B. SCOTTS RESTAURANTS, INC.	W. B. SCOTT'S RESTAURANT 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	H

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on JULY 31, 1994. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010(8)). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.


If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and JULY 31, 1994, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
P.O. BOX 145
GIG HARBOR

WA 983350145

MAYOR'S REPORT 
May 23, 1994
ALTERNATIVE TRAFFIC ROUTES

On June 6th the Councilmembers and staff will be in Retreat at North by Northwest in the afternoon. One topic on the agenda will be a request for you to share any thoughts you may have on the planning and placement of potential alternative routes.

We need to do our part to disperse increasing traffic to alternative routes and give Ben and the consultant any ideas you may have on this subject. Please give a little thought to this item before the June 6th meeting.

Several areas talked about but never fully explored by the Councilmembers are:

- An overpass of SR-16 at Hunt with access to T.C.C.
- An access road from Kimball to Olympic Village
- On / Off ramps to and from the north on SR-16 at Rosedale
- Connection to Burnham Drive via 96th (Vernhardson)

I'll request Ben to bring the latest data available from the State regarding SR-16 Interchange activity and timetable.