

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, May 13, 2024 - 5:30 PM
Council Chambers

This meeting may also be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the public comment & decorum section at the end of this agenda for information on options for making public comments.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE - Presented by Eagle Scout Troop #217

LAND ACKNOWLEDGMENT

Before we begin this council meeting we would like to recognize that we are gathered on not only the ancestral and traditional lands of the sx̣wəbabč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of their people, the original inhabitants of the Gig Harbor area.

CHANGES TO THE AGENDA

PRESENTATIONS

1. **Public Works Appreciation Week Proclamation**
Presented to City of Gig Harbor Public Works Staff
2. **Gig Harbor Waterfront Alliance Annual Report**
Presented by Executive Director Carrienne Ekberg

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. **City Council Minutes: April 22 and April 25, 2024**
2. **Approval of Vouchers: Check Numbers 105911 through 106033 and ACH Payments in the amount of \$1,299,374.36**
3. **Approval of Payroll: Check Numbers 8509 through 8511 and Direct Deposit Transactions in the Total Amount of \$633,249.97**
4. **Public Works Construction Contract Award for Burnham Drive Half Width Improvements Phase 1A**

5. **Public Works Construction Contract Award for Wollochet/Wagner Intersection Improvements—**

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. **Department Updates**

BUSINESS ITEMS

1. **Ordinance 1528 Relating to the City's Criminal Code; to Adopt by Reference RCW 9A.86.010 Relating to Disclosure of Intimate Images**

Suggested Motion: Move to approve Ordinance 1528.

- a. Staff Report: Chief of Police Kelly Busey
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

2. **Professional Services Contract Amendment #3 for Commercial Fishing Homeport**

Suggested Motion: Move to authorize the mayor to execute professional services contract amendment #3 with Facet (formerly Davido Consulting Group, Inc.) in an amount not to exceed \$34,448.00.

- a. Staff Report: Public Works Director Jeff Langhelm
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

3. **Public Works Construction Contract Award for Soundview Drive AC Water Main Replacement** *Suggested Motion: Move to authorize the following related to the city's Soundview Drive Asbestos-Cement Water Main Replacement Project:*

- 1. *The mayor to execute a Public Works Construction Contract with Pape & Sons Construction, Inc. in an amount not to exceed \$3,155,175.49;*
- 2. *The mayor to execute a Professional Services Contract for materials testing with Materials Testing and Consulting, Inc. in an amount not to exceed \$20,142;*
- 3. *The city engineer to approve additional Public Works Construction Contract expenditures up to \$150,000;*

4. *The mayor to execute a Professional Services Contract for construction support with Carollo, Inc. in an amount not to exceed \$55,280.*

- a. Staff Report: Public Works Director Jeff Langhelm
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

STAFF REPORT

1. Comprehensive Plan Update Schedule

Interim Community Development Director Jeff Wilson

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN

PUBLIC COMMENT & DECORUM

The city council desires to allow a maximum opportunity for public comment. However, the business of the city must proceed in an orderly, timely manner. The purpose of a council meeting is to conduct the city's business.

Oral comments may be made in person or by remote connection using the Zoom meetings platform. All persons giving oral public comment will be asked to state their name and whether or not they reside within Gig Harbor city limits. Commenters may verify if their home address is in city limits by visiting <https://www.gigharborwa.gov/451/City-Limits> or by consulting the city limits maps located on the podium or in the back of Council Chambers.

Speakers will be allotted 3 minutes per individual, unless revised by the mayor. In-person comments shall be made from the microphone. Anyone making "out of order" comments may be subject to removal from the meeting.

Public comment may be made remotely via Zoom or by phone during designated portions of the meeting. To speak during the meeting, press the raise hand button near

the bottom of your Zoom window or press *9 on your phone. Please refrain from raising your hand until the mayor has announced that she has opened the public comment portion of the meeting. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

Instead of making oral comments, written comments may be submitted to the city council at mayorandcouncil@gigharborwa.gov.

All remarks shall be addressed to the council as a body and not to any specific councilmember. All speakers shall be courteous in their language and deportment and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations with regard to any councilmember, the mayor, or any member of the staff or the public.

There will be no demonstrations during or at the conclusion of any public comment. These guidelines are intended to promote an orderly system of holding public meetings, to give every person an opportunity to be heard and to ensure that no individuals are embarrassed by voicing their opinions.

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the city clerk at cityclerk@gigharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Gig Harbor; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, and the engineers, managers, and employees of the City of Gig Harbor who are responsible for rebuilding, improving, and protecting our city's transportation infrastructure, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our residents; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week;

NOW, THEREFORE, BE IT RESOLVED THAT, I, Tracie Markley, Mayor of the City of Gig Harbor, do hereby proclaim the week of May 19 through May 25, 2024 as

Public Works Week

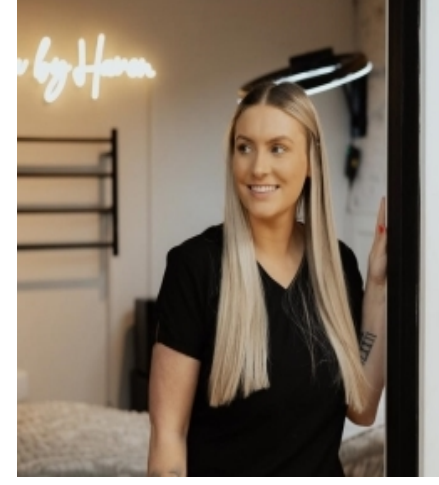
in the City of Gig Harbor and I encourage all residents to join me in paying tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 13th day of May, 2024.

Mayor Tracie Markley
City of Gig Harbor

Gig Harbor Waterfront Alliance

2023 ANNUAL REPORT



Vision + Mission



*In September 2023, the Alliance Board of Directors adopted **a new vision and mission statement** for the organization.

Vision

We envision a historic waterfront community where businesses prosper, and people connect.

Mission

The Gig Harbor Waterfront Alliance promotes economic vitality by maintaining a historic waterfront community that attracts diverse businesses and people through collaboration, outreach and activities.

2023 Board of Directors

Staff



CARRIANNE EKBERG



SHANNON RUNION



CLARE DUNIS

The Alliance leadership, comprised of both the Board of Directors and committee members, **is a dynamic and diverse group of** business and property owners, young professionals, educators, city staff and administrators, non-profit leaders, retirees, and engaged community members.

In 2023, the Board of Directors and Executive Board met on a monthly basis for a total of **313 Volunteer Hours, equating to *\$9,953.**

John Ross
President, Owner Millville Pizza

Jill Guernsey
Vice President, Former Mayor

Richard Pifer
Treasurer, VP Timberland Bank

Karrie Polinsky
Direction Apparel

Katrina Knutson
City Administrator

Annie Arbenz
Owner, The Narrows Law Group

Kurt Grimmer
Financial Manager

Jennifer Stiefel
Owner, Heritage Distilling Co.

Robyn Denson
Pierce County Councilmember

Pat Schmidt
Former Owner, DPI Print

Lindsey Stover
Exec Director, Harbor WildWatch

*Independent Sector with the Do Good Institute announced the value of a volunteer hour in 2023 equates to \$31.80/hr.

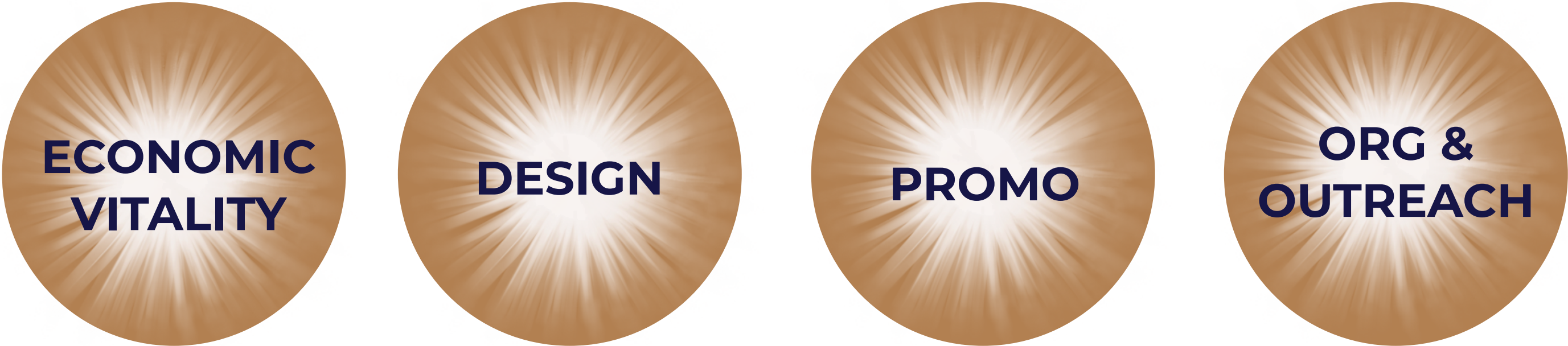


Committees & Projects

The Alliance committees form a cohesive and comprehensive approach, addressing various aspects crucial for the success of the Gig Harbor Waterfront Alliance's mission to **create a vibrant and thriving** waterfront community.

The Numbers:

- 2023 Total # of committee volunteers: 263**
- 2023 Total # of committee volunteer hours: 3,134**
- 2023 Total Value of volunteer hours: \$99,661**



2023 Design Committee Deliverables

The Design Committee **focuses on enhancing the aesthetic appeal and functionality of the waterfront area**, creating a welcoming environment for residents and visitors alike. This includes wayfinding signage, parking and placemaking efforts.

Pop Up Planting & Clean Up



Historic Home Signs



Wayfinding + Placemaking



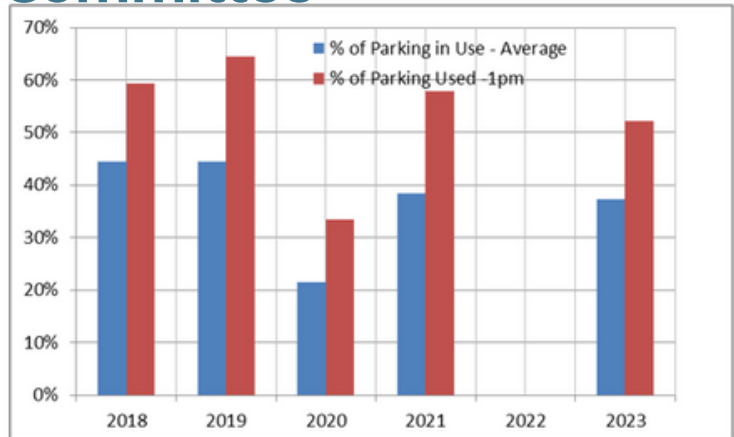
Veterans Banners



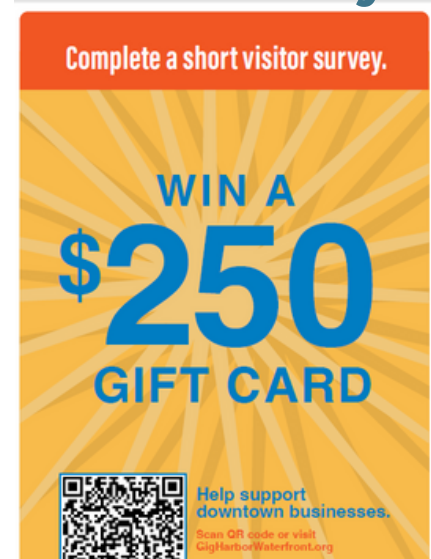
Summer Flower Baskets



Parking Surveys & Subcommittee



Visitor Survey



The design Committee is chaired by Marlene Druker. The **committee totaled 570 volunteer hours valued at \$18,126**

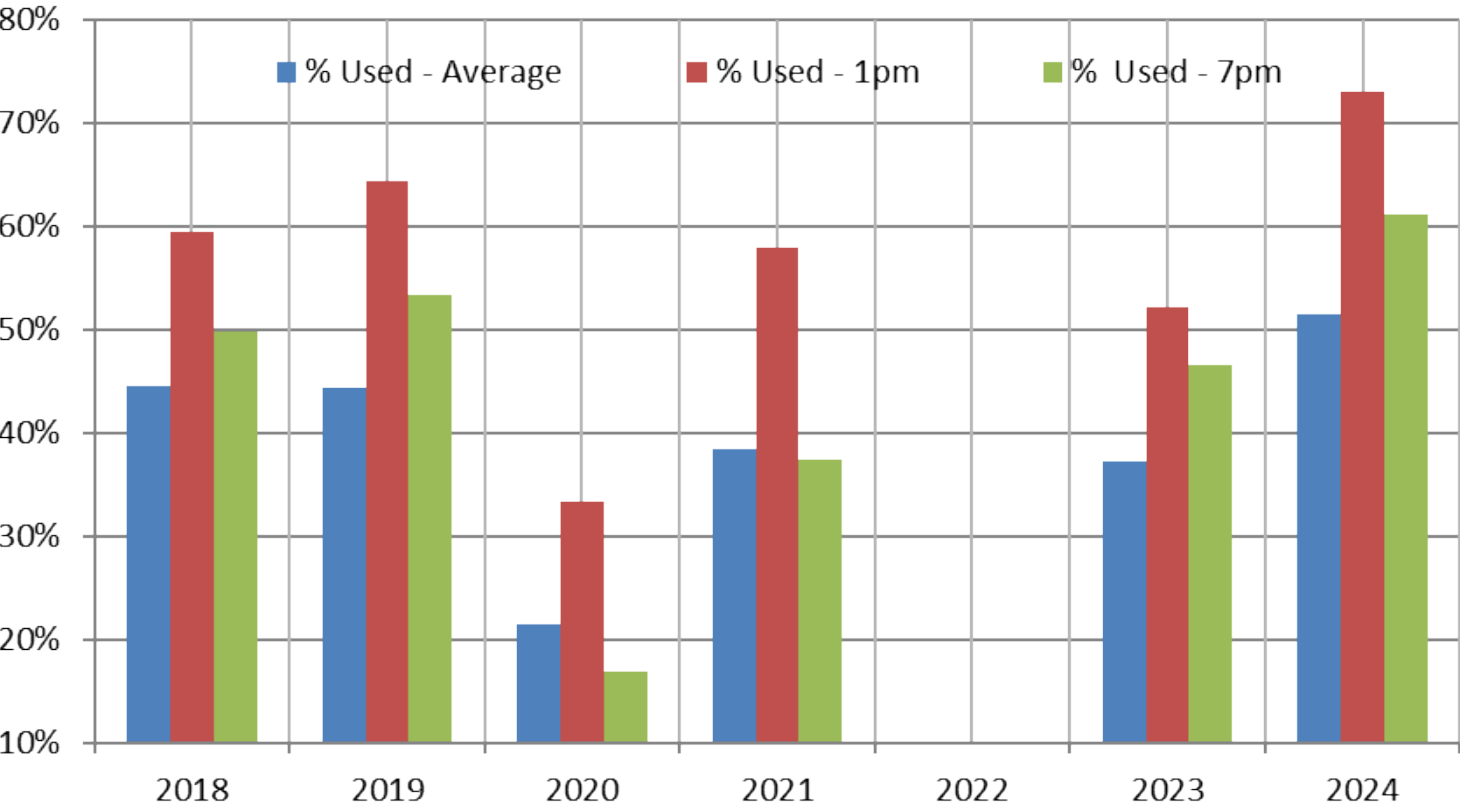
Parking Deliverables

As in most small communities, parking is always considered a major issue that needs to be addressed. In 2023 and 2024 the Design Committee conducted a Spring Parking Survey and created a parking sub-committee to provide recommendations to the Board and City on potential parking solutions.

Summary of Available Parking:

Parking Supply		
Type of Supply	#	%
On Street	488	17.7%
Public Lots	42	1.5%
Marinas	355	12.9%
Other Private	1,377	49.9%
Churches	495	18.0%
Total	2,757	100.0%

Public Parking Use is now HIGHER than ever:



The most recent parking survey was conducted in March 2024. There were **22 volunteers who logged 48 hours**

Survey Highlights:

- Public parking use now higher than pre-COVID use
- Peak use is at 1pm; but still high at 7pm (63%)
- Weekend use is higher than weekday use
- Parking near Skansie Park and in Finholm District most used; less used near Museum & Judson St.
- Skansie/Finholm public parking used around 90% between 1-7pm on weekends, 80% during weekday

Parking Recommendations

Below are a list of possible ideas and/or recommendations with regard to parking in the Waterfront District:

- **Improved directional signage** (directing public to lesser known/used public spots)
- **Enforcement of 2 hour public parking** along Harborview in high traffic areas
 - Finholm district, near Skansie Park to 7 Seas
- **Cooperative controlled use of non-public parking**
 - working with marinas, churches and private business owners for employee parking during work hours with signage/stickers in windows
- **City/Alliance signs for selected private spots**
 - working with private businesses to allow public parking after 5pm during weekday & all day on weekends when businesses not open (signage)
- **Education Campaign**
 - benefits of parking & walking; mapping out distances
 - alternative modes of transportation
 - more in-depth public parking map

***2024 Alliance survey results showed parking/traffic as one of the main things people did not like about visiting the waterfront district.**



There are 2,757 parking spots in the Gig Harbor Waterfront Alliance district, **however only 19% of those parking spots are public.**

2023 Org & Outreach Committee Deliverables

The Org & Outreach Committee’s goal is to **raise awareness** about the organization, its goals and mission and **to attract people and funding** to ensure financial needs are met. The committee is also responsible for **maintaining a robust volunteer base**.

B&O Tax Credit Program



Event Sponsorships

In 2023 The Alliance filled **10 total sponsorships worth \$46,166**.

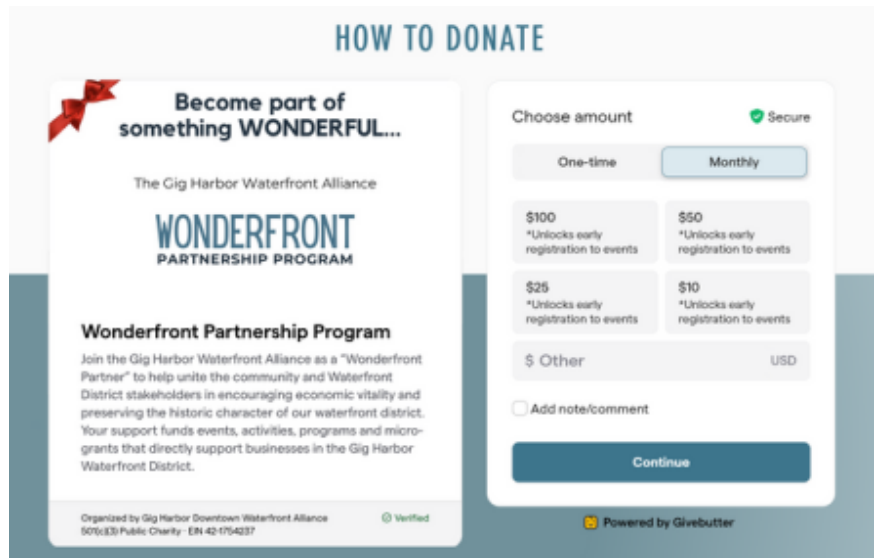


Volunteer Program



In 2023, including committee work, the Alliance had **248 volunteers, serving 3,447 hours, totaling a value of \$109,614**.

Wonderfront Partnership Program



2024 1st Annual Alliance Fundraiser

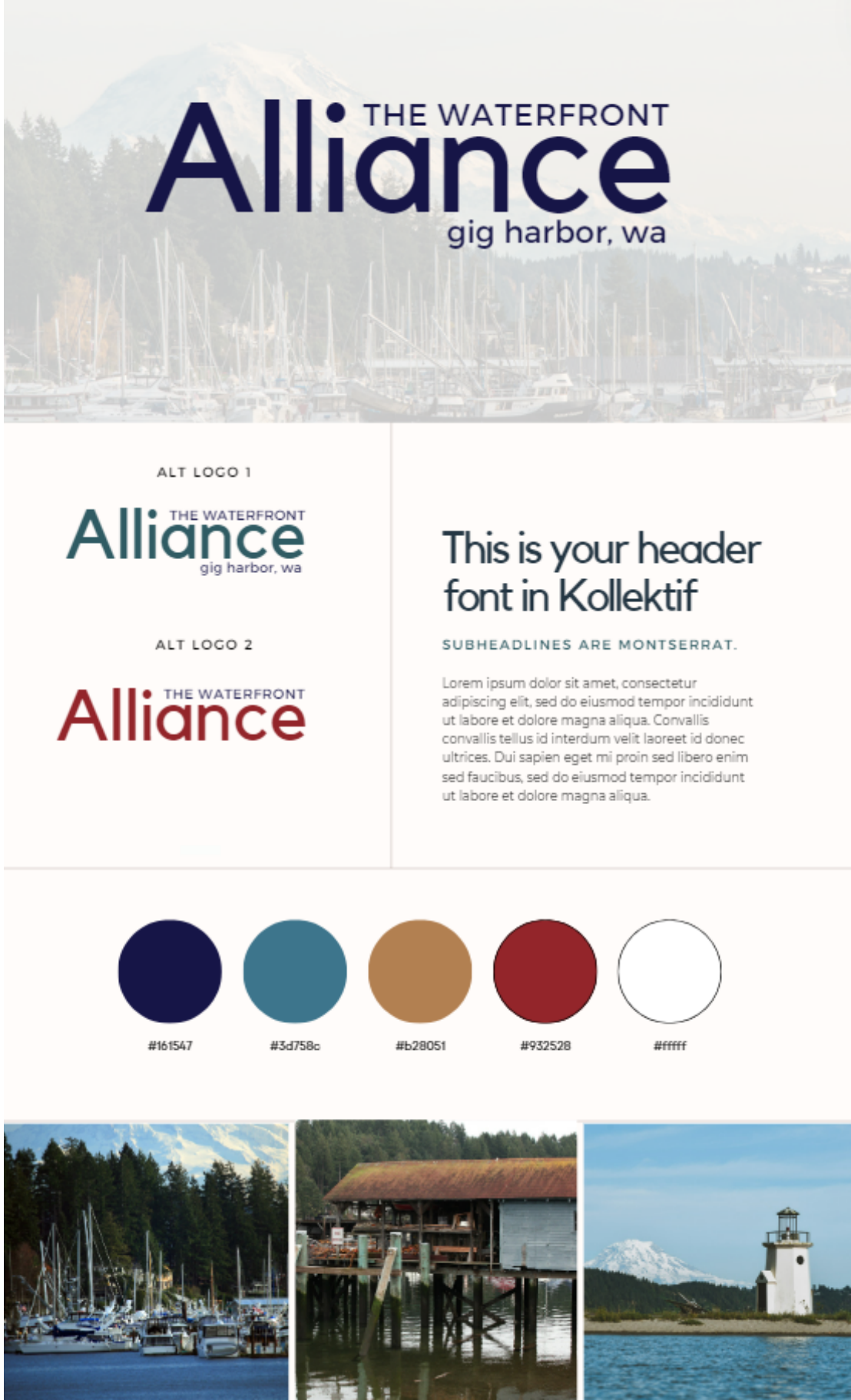


The Org & Outreach Committee is chaired by Ray Corpuz. The **committee totaled 249 volunteer hours valued at \$7,918**

The Alliance has a new look....



Along with the brand and logo refresh, the organization name changed in early 2024 to be **The Gig Harbor Waterfront Alliance**.





The Economic
Vitality

Committee is
chaired by Marci
Tyler. The
committee
totaled 66
volunteer hours
valued at \$2,033

Economic Vitality Committee Deliverables

The Economic Vitality Committee’s primary goal is to **strengthen and diversify economic vitality in the waterfront district** while balancing heritage and community identity.

What’s Up Waterfront



In an effort to **connect business owners, property owners and those with a vested interest in the Waterfront District**, the Economic Vitality Committee started a monthly meeting called What’s Up Waterfront in June 2023.

Small Business Support & Assistance

The EVC worked throughout the year to survey business and property owners and collect data to determine what type of support businesses need and how to gain access to such support.

It was determined the most requested support was for:

- social media support
- graphic design, marketing and advertising
- website and technical support

The Alliance Grant Program



Committee Development

The EVC has historically been the hardest committee to find consistent volunteers to support. In 2023, the Committee Chair and Executive Director made it their **goal to recruit and mentor new volunteers.**

Promotions Committee Deliverables

The Promotion Committee’s primary goal is to create and support events and promote the downtown waterfront as the center of commerce, culture, and community for residents and visitors.

Restaurant Week - March



Walking Tours

Waterfront Walking Tour Participants							
	9	5	4	3	2	1	
	2023	2019	2018	2017	2016	2015	All Years
Wednesdays	150	154	125	169	138	0	432
Saturdays	83	157	102	190	154	200	646
Special	23	0	9	37	6	14	66
TOTAL	256	311	236	396	298	214	1144



The Promotions Committee is chaired by Karrie Polinsky. The **committee totaled 273 volunteer hours valued at \$22,861**

Sip & Stroll - April/Oct



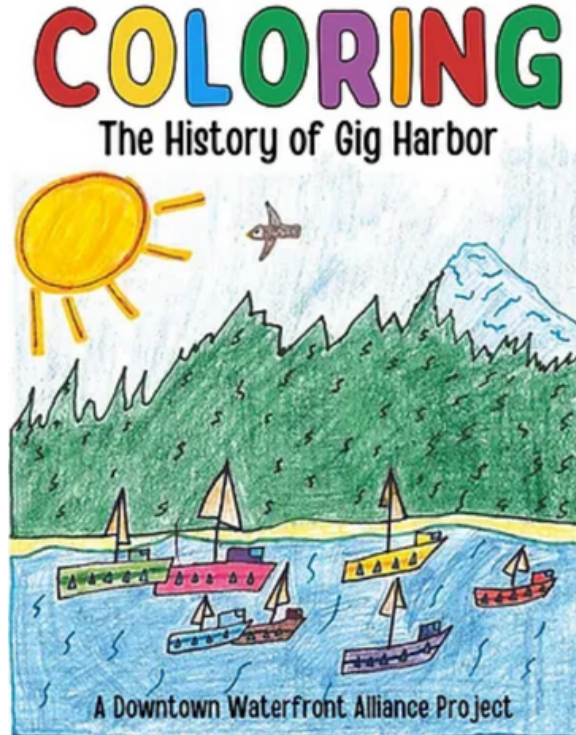
Gig Harbor Waterfront
Saturday, October 14, 2023



Chalk the Harbor



Coloring the History of Gig Harbor



Promotions Committee Deliverables

Trick or Treat



Small Business Saturday



Cookies & Cocoa



Girls Night Out



Gnome Hunt Challenge



Santa's Village at Donkey Creek Park



Holidays in the Harbor was a HUGE success. The Alliance partnered with **Visit Gig Harbor** for this first-time event!

Waterfront Farmers Market Deliverables



The Waterfront Farmers Market brought approximately **38,000 people to the district in the summer of 2023.**

The Waterfront Farmers Market provides the community with fresh, locally grown farm products and specialty foods. At the same time, it provides our local area growers with a community-supported venue for their crops and products. **The market is a huge draw for tourism in the summer and consistently brings people to the district each week, June through mid-September.**

2023 Statistics

Totals + Averages

- We received **\$11,500 in sponsorships** as well as financial support from LTAC funds to operate the market
- Total **vendor fees increased by 40%** from 2022 to 2023
- Market ran for 15 weeks with an average of 39 vendors per market
- Estimated **total number of customers visiting the market during the season was 38,000** with an **average of 2,555 customers per market**
- **Total vendor sales** for the season were \$462,000, with an **average of \$29,000/market**
- The Alliance received approximately 5% of total vendor sales

Volunteers + Staff

- **316 total volunteers for the season logging 744 hours**
- Hired 1 contract staff to run the market and had 4 part-time staff supporting

Kids Corner + Entertainment

- **Funded 15 local musicians to play at each market**
- Kids corner sponsor enabled us to purchase crafts, activities and games for kids

Goals for 2024

- **Re-focus to be a more food-centric market and recruit more farm vendors**
- **Ensure our SNAP/EBT and other food assistance programs are operational**
- **Create a formal education plan for the kids corner focused on sustainability/farming**
- **Find alternative transportation options (Trolley, Runner, Shuttle etc...)**



The Numbers

Below are just some of the amazing numbers the Alliance logged in 2023! We couldn't do any of these things without the support of our sponsors, donors, partners, volunteers, businesses and the community.

10

Number of
Events

7

Number of
Programs

240

Number of
Businesses
Participating
in Events

100+

Businesses in
our District

13

New Businesses
Supported

45,479

Number of
Attendees at
Events

248

Number of
Volunteers

3,347

Volunteer Hours
Logged

29

Sponsors & B&O
Tax Credit
Donors

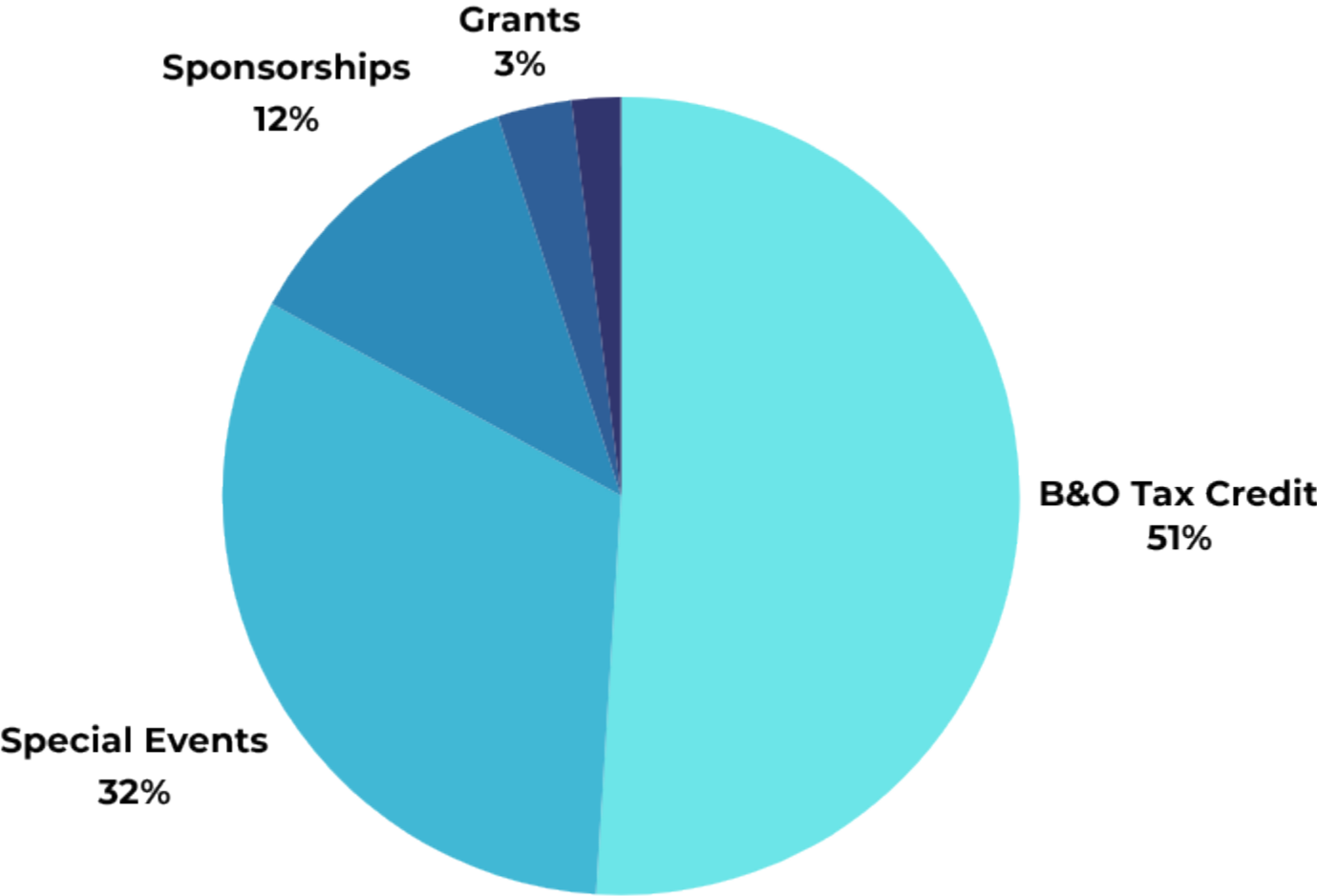
51

Wonderfront
Partners

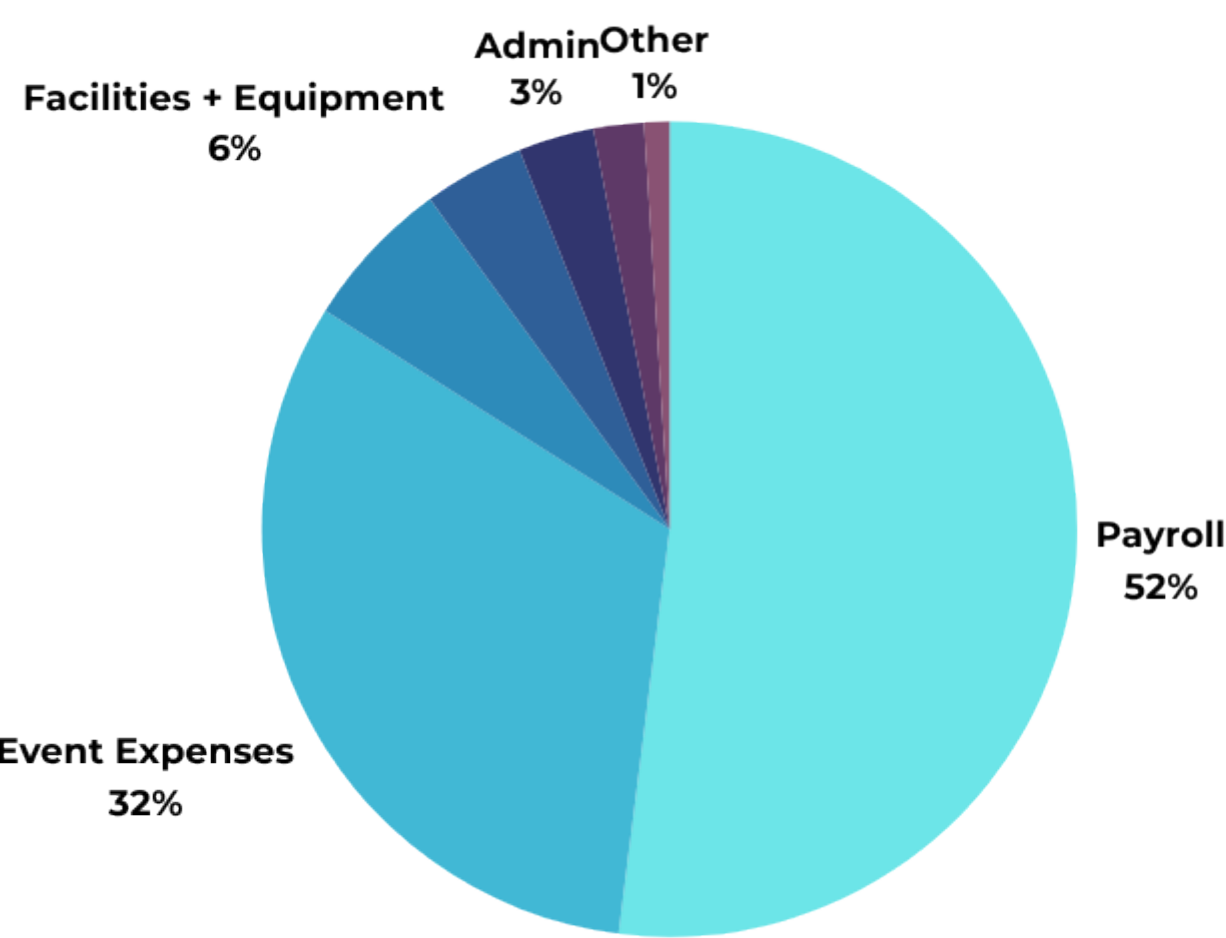


2023 Financial Snapshot

Total Income



Total Expenses



GOALS:

- increase diversification of income sources
- promote Wonderfront Partnership Program
- increase partnerships with other local community + civic orgs

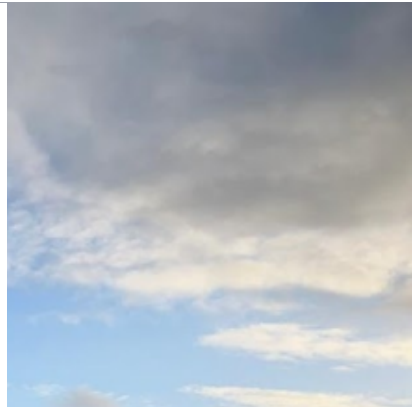
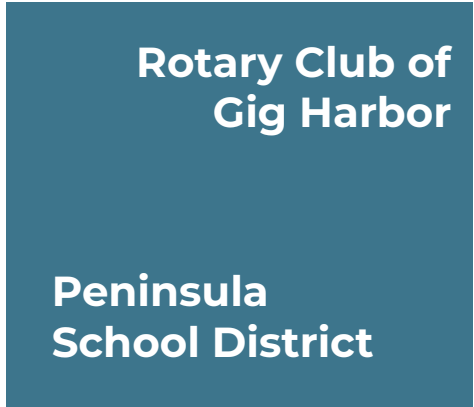
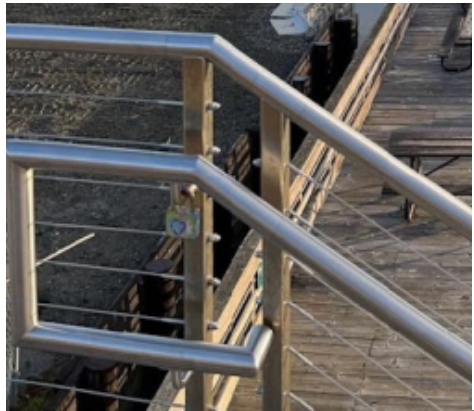
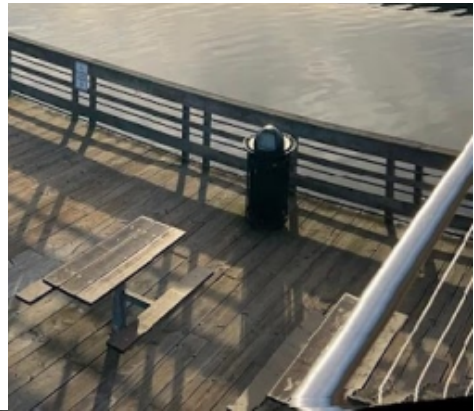
Partnerships & Collaborations

The Gig Harbor Waterfront Alliance recognizes the paramount importance of cultivating strong partnerships to achieve its mission of enhancing and preserving the Gig Harbor waterfront community.

Robust collaborations with local businesses, government entities, and community members are fundamental to the Alliance's ability to implement impactful initiatives and promote vitality and visitors to the district.

The partnerships listed contributed significantly to the organization's capacity to foster economic vitality, raise awareness and organize community events in 2023.

Thank
you

 Main Street America Washington Main Street City of Gig Harbor Washington Maritime National Heritage Area			
 Rotary Club of Gig Harbor Peninsula School District			 Harbor History Museum Visit Gig Harbor
	 Skansie Netshed Foundation Chamber of Commerce	 Peninsula Art League Harbor WildWatch	

2023 Sponsors & Donors

A huge thank you goes out to our **2023 sponsors and donors** who played a pivotal role in the success of the **Gig Harbor Waterfront Alliance**, providing crucial financial support that enabled the organization to **execute its community-enhancing initiatives and sustain and amplify ongoing events projects**. Ultimately, their contributions ensured the long-term vitality of the Gig Harbor waterfront.

Event & Program Sponsors



B&O Tax Credit Donors



Looking Ahead to the Future

Main Street America Transformation Strategy An Active Waterfront for All

Beginning in November 2023, the Gig Harbor Waterfront Alliance, in collaboration with Washington Main Street and Main Street America, **engaged in a strategic transformation initiative.**

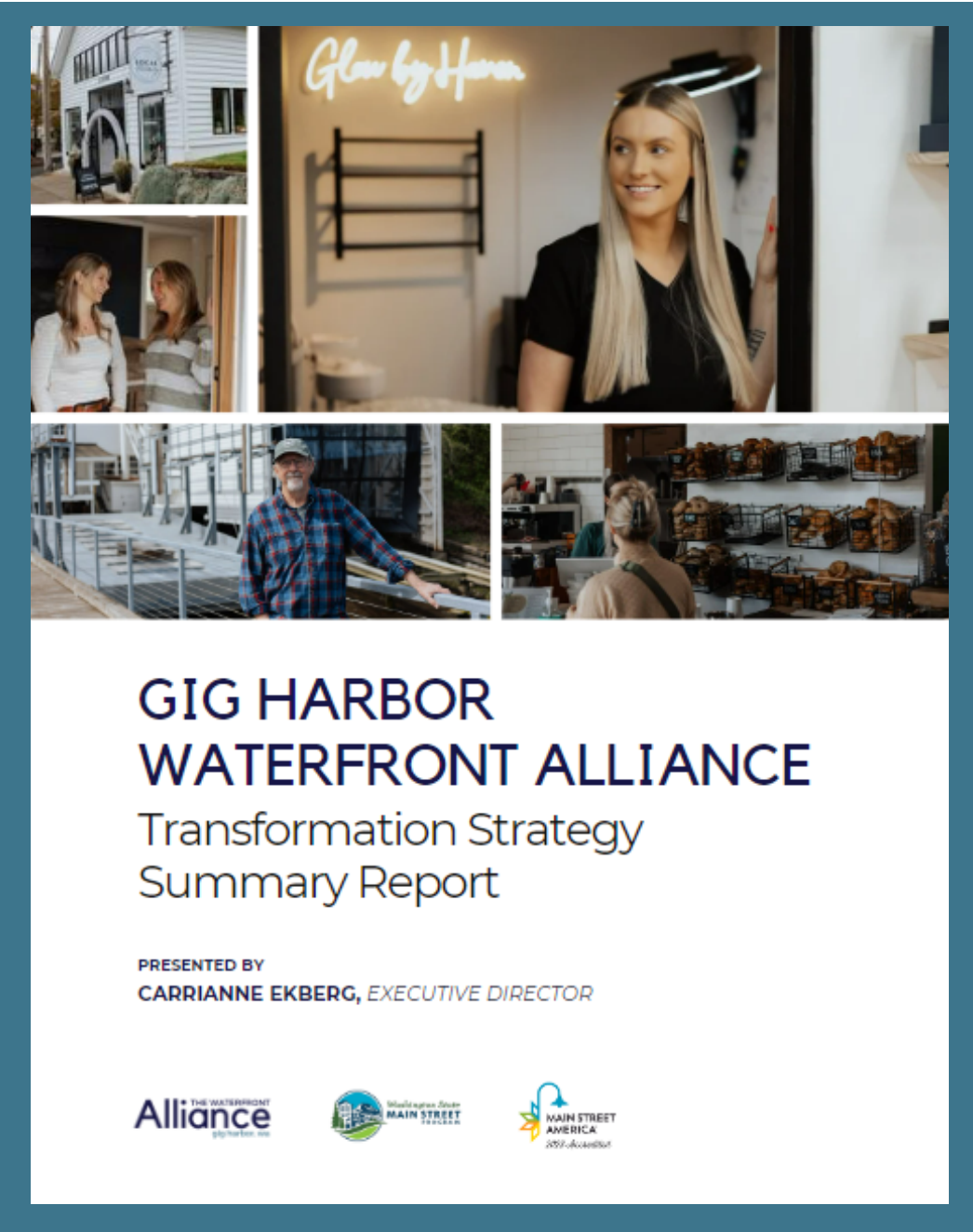
The initiative integrated Placer AI demographic data collection, survey findings from 900 participants, input from focus groups, and community feedback. This report synthesizes the outcomes of the Main Street America Transformation Strategy implemented with the Gig Harbor Waterfront Alliance, delineating **new strategies and priorities for the Alliance over the upcoming three to five years based on community feedback and input.**

Other exciting news:

- new or re-worked events and activities
- proactive placemaking and wayfinding efforts
- active approach to working with property owners and business owners to fill vacant spaces with in-demand businesses
- continued push on marketing and promotion efforts of the waterfront district
- focus on holiday and shoulder season



The strategic transformation process will take place over the course of 2024 and be implemented into 2025 board and committee work plans



Thank You



253-514-0071 (Office)

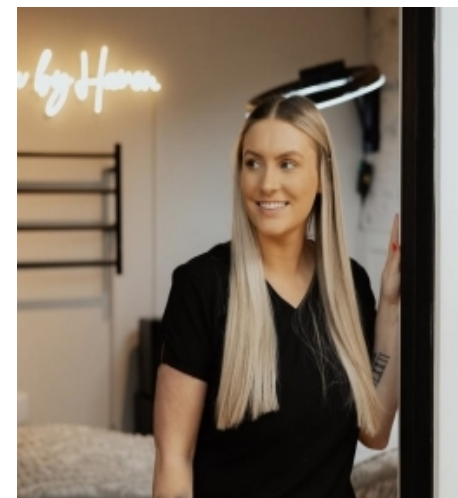
253-509-2024 (Executive Director Cell)



PO Box 771 Gig Harbor WA 98335



www.ghdwa.org



**MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, April 22, 2024 – 5:30 p.m.
Council Chambers**

CALL TO ORDER / ROLL CALL Mayor Markley called the meeting to order at 5:32 p.m. Councilmembers Barber, Coronado, Henderson, Lykins, Rodenberg (online), Storset, and Woock were present.

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

CHANGES TO THE AGENDA

PUBLIC COMMENT ON CONSENT AGENDA ITEMS AND NON-AGENDA ITEMS

CONSENT AGENDA

MOTION: Move to approve the consent agenda (Barber/Henderson).

VOTE: Unanimously approved.

1. **City Council Minutes: March 28, April 8, and April 11, 2024**
2. **Approval of Vouchers: Check Numbers 105811 through 105910 and ACH payments in the amount of \$852,908.77**
3. **Confirmation of Appointment of Parks Commissioners Stace Gordon (Term Expiring March 31, 2027), Guy Magnus (Term Expiring March 31, 2027), Kim Anderson (Term Expiring March 31, 2027), and Hanley Bonyngne (Term Expiring March 31, 2026)**
4. **Confirmation of Appointment of Arts Commissioners Sonja Johnson (Term Expiring March 31, 2027), Carolyn Vranjes (Term Expiring March 31, 2027), and Joanne Brandani (Term Expiring March 31, 2027)**

MAYOR'S REPORT The mayor reported on last weekend's Paddler's Cup, spoke about the lack of business items for this meeting, and recognized Earth Day and the letters received from students at Pioneer Elementary School regarding protecting the environment.

CITY ADMINISTRATOR'S REPORT City Administrator Katrina Knutson recognized staff members who recently completed a 12-week leadership course, introduced the city's Interim Community Development Director Jeff Wilson, and reported on the city's participation in Healthy Kids Day.

1. Department Updates

STAFF REPORT Finance Director Dave Rodenbach provided council with a quarterly budget report and answered questions.

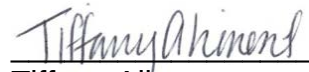
COUNCIL REPORTS / COMMENTS Councilmember Barber discussed the Governor's Drought Declaration and requested this discussion item be added to a future study session. Councilmember Lykins reported on the most recent PCRC meeting. Councilmember Coronado discussed the Paddler's Cup and Mainstreet Explorer Program.

PUBLIC COMMENT ON NON-AGENDA ITEMS Jay Worley, city resident, provided comment on the lack of affordable housing.

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN The meeting adjourned at 6:07 p.m.



Tiffany Aliment
Assistant City Clerk

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, April 25, 2024 – 3:00 p.m.
Civic Center Community Rooms A/B or Zoom

CALL TO ORDER / ROLL CALL Mayor Markley called the meeting to order at 3:01 p.m. Councilmembers Barber, Coronado, Henderson, Storset, and Woock were present. Councilmember Rodenberg arrived virtually at 3:06 p.m. Councilmember Lykins arrived in-person at 3:15 p.m.

DISCUSSION ITEMS

1. **txʷaalqəl Conservation Area Phases 1 & 2 Property Management Plan** – Parks Manager Jennifer Haro reviewed the plan, which is a requirement for receiving conservation funds, and answered questions. She also discussed the city's plans to acquire a phase 4 property at no cost to the city. A resolution adopting the plan will come before council for consideration at a regular meeting.

Staff will amend the plan to include language from the agreement addressing the city's partnership with the Puyallup Tribe.

2. **38th Avenue Pavement Repair** – Public Works Superintendent Jeff Olsen and Associate Engineer Chloe Wiser explained the current condition of 38th Ave and its failing asphalt and asked for council feedback on how to proceed with fixing it.

At the direction of council, staff will reevaluate the possible delay of other projects to make room financially for this one. This will come back for discussion at a future study session.

3. **CIP StoryMap Update** – Public Works Director Jeff Langhelm provided an update on the city's capital improvement projects and answered questions.

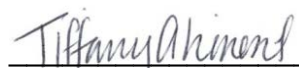
At 3:51 p.m., council took a 5-minute break. Council returned from break at 3:58 p.m.

4. **Levy Lid Lift Ballot Measure** – Councilmember Rodenberg requested to speak first. He expressed his disappointment in the actions taken by certain councilmembers in relation to the special election for Proposition 1.

City Administrator Katrina Knutson reviewed the election results, provided background information on how the city's financial situation came to be, and discussed the steps taken in response to the growing problem. She then recommended some possible next steps for addressing the funding gap.

Council was supportive of not asking voters to approve a levy lid lift in August. Councilmembers will send their availability in May to staff to schedule special study sessions.

ADJOURN The meeting adjourned at 5:02 p.m.



Tiffany Aliment
Assistant City Clerk



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 13, 2024

SUBJECT: Public Works Construction Contract Award for Burnham Drive Half Width Improvements Phase 1A

SUBMITTED BY: Project Engineer Marcos McGraw

DEPARTMENT: Public Works

PHONE: (253) 853-2647

SUGGESTED MOTION: Move to authorize the following related to the city's capital project "Burnham Drive Half Width Improvements Phase 1A":

1. The mayor to execute a public works construction contract with Active Construction, Inc. in an amount not to exceed \$4,603,603.00;
2. The mayor to execute a Professional Services Contract for materials testing with Construction Testing Laboratories in an amount not to exceed of \$48,087.00;
3. The city engineer to approve additional public works construction contract expenditures (change order authority) up to \$400,000.00;
4. The mayor to execute a professional services contract for construction support with David Evans and Associates (DEA) in an amount not to exceed \$281,812.00

BACKGROUND INFORMATION: The city's 2023-24 budget identifies Burnham Half-Width Improvements Phase 1A in the street capital fund as Objective 2. The project will construct a 10 ft. wide shared use path along the east of Burnham Drive, closing an important gap in pedestrian facilities between the Eagles Club and 96th Street. The project will also construct a bridge across a tributary of North Creek to remove an identified fish barrier.

BID RESULTS: The project was competitively bid using the city's public works bidding process. On February 8 the city received four (4) responsive bids for the project.

Bidder	Total Bid Amount
Active Construction, Inc.	\$4,603,603.00
Reed Trucking & Excavating	\$4,772,615.00
Massana Construction	\$5,093,246.53
Granite Construction Company	\$5,457,548.50

FISCAL CONSIDERATION: The 2023-24 budget allocated \$2,500,000 in the stormwater capital fund for replacement of the culvert near the intersection of Burnham

Drive and 96th Street. Also, the 2023-24 budget allocated additional funds in streets capital for construction of half-width roadway improvements. In addition to the city funds, the state Transportation Improvement Board (TIB) awarded a sidewalk grant to the city for this project in the amount of \$1,524,574.00. City staff also negotiated with Puget Sound Energy and the owners of Burnham Drive Apartments for an additional \$137,500.00 and \$110,194.00 respectively. As such, the project budget funding was re-allocated to the Burnham Drive Half Width Improvements 1A project as shown below:

2023-24 Budget Project Funding:	
Storm Capital (Objective #4 – culvert replacement)	\$2,500,00.00
Transportation Benefit District (City)	\$706,973.00
Hospital Benefit Zone (HBZ)	\$400,000.00
Puget Sound Energy (pavement restoration)	\$137,500.00
Burnham Drive Apartments (frontage Improvements – HEX Decision)	\$110,194.00
Transportation Improvement Board (TIB) grant	\$1,524,574.00
Total 2023-24 Budget:	\$5,379,241.00
Project Expenses:	
Professional Services Contract – David Evans & Associates / design contract [previously awarded]	(\$45,739.00)
Professional Services Contract – David Evans & Associates / construction support contract	(\$281,812.00)
Public Works Construction Contract – Active Construction, Inc.	(\$4,603,603.00)
Materials Testing Services – Construction Testing Laboratories	(\$48,087.00)
City Engineer Change Order Authority Amount *	(\$400,000.00)
Total Project Expenses:	(\$5,379,241.00)

*The change order authority provides for, if required, addressing any unforeseen additional Public Works Construction Contract work.

Expenditure Required: \$5,379,241.00	Amount Budgeted: \$5,379,241.00	Appropriation Required: \$
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ATTACHMENTS:

1. CTL SCOPE AND FEE
2. Burnham Dr. Impr_DEA scope of work
3. Burnham Dr. Impr._DEA fee schedule
4. Burnham Dr. Impr._CTL contract
5. Burnham Dr. Impr_DEA Amend 4, contract

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities



April 30, 2024

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

Attn: Marcos McGraw

RE: Burnham Drive Half Width Improvements Phase 1A
Special Inspection & Testing Services

Dear Mr. McGraw,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18), in accordance with the requirements of ASTM E329, D3740 and D3666. We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate, masonry, concrete, and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers. Our inspectors are certified by ACI, ICC and WABO and many of them have been with us for ten to twenty years. All equipment is calibrated at regular intervals, as required by ASTM and AASHTO. Copies of all calibrations are on file.

ADMINISTRATIVE:

All project management, report preparation, clerical, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

BASIS OF CHARGES:

Four-hour minimum for inspection and field-testing. One-hour minimum for sampling and cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (**07:00 hr. to 16:00 hr.**) Monday through Friday will be charge at 1.5 times the standard rate. Double time for Sundays and holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Twenty-four (24) hour notice is required to schedule technician(s). Rush Laboratory Testing will be billed at 1½ times the applicable standard rate.

Our estimated cost does not include overtime. All parties are aware we are T&M, so you control the actual budget. The actual cost will vary, as our costs are directly dependent upon the contractor and the sub-contractor's schedule.

Our highly trained staff would be delighted to assist you in the successful completion of this project. If you have any questions regarding this proposal or if we may be of service, please call or visit our website at www.ctlwa.com.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)

Jon Price Digitally signed by Jon Price
Date: 2024.04.30 14:10:58
-07'00'

Chris Pedersen
Operations Manager
e-mail: chrisp@ctlwa.com
phone # 253-383-8778

Jon Price
Technical Director
e-mail: jonp@ctlwa.com



Construction Testing Laboratories

EXHIBIT B

400 Valley Avenue NE
Suite 102
Puyallup, WA 98372

253-383-8778
fax 253-770-8232
www.ctlwa.com

Estimate of Project Costs			
Type of Inspection & Testing	Approximate # of hours/tests	Price per test	Estimated Cost
<u>CONCRETE</u>			
Concrete Technician	200	\$ 89.00	\$ 17,800.00
Concrete Test Cylinders	190	\$ 27.00	\$ 5,130.00
Mileage Charge	76	\$ 31.00	\$ 2,356.00
		SUBTOTAL	\$ 25,286.00
<u>REINFORCING STEEL</u>			
Reinforcing Steel Technician	48	\$ 89.00	\$ 4,272.00
Mileage Charge	12	\$ 31.00	\$ 372.00
		SUBTOTAL	\$ 4,644.00
<u>WELDING/BOLTING</u>			
Welding/Bolting Technician	16	\$ 99.00	\$ 1,584.00
Mileage Charge	4	\$ 31.00	\$ 124.00
		SUBTOTAL	\$ 1,708.00
*No fab shop included. Price upon request.			
<u>SOILS</u>			
Soils Technician	60	\$ 90.00	\$ 5,400.00
Maximum Density Optimum Moisture-Density Curve (Proctor)	5	\$ 240.00	\$ 1,200.00
Sieve Analysis	5	\$ 220.00	\$ 1,100.00
Mileage Charge	15	\$ 31.00	\$ 465.00
		SUBTOTAL	\$ 8,165.00
<u>ASPHALT</u>			
Asphalt Technician	16	\$ 90.00	\$ 1,440.00
Rice Maximum Theoretical Density	4	\$ 160.00	\$ 640.00
Extraction and Gradation	4	\$ 270.00	\$ 1,080.00
Mileage Charge	4	\$ 31.00	\$ 124.00
		SUBTOTAL	\$ 3,284.00
<u>MISCELLANEOUS</u>			
Miscellaneous			\$ 5,000.00
		SUBTOTAL	\$ 5,000.00
ESTIMATED TOTAL COST			\$ 48,087.00

Our estimated cost does not include overtime. All parties are aware we are T&M, so you control the actual budget. The actual cost will vary, as our costs are directly dependent upon the contractor and the sub-contractor's schedule.



Fee Schedule

Item #	Description	Price
Technician/Engineering Personnel		
1	Anchor Pull Testing	\$ 104.00
2	Badges/Safety Classes/Time	\$ 90.00
3	CESCL	\$ 107.00
4	Coring Support Technician	\$ 84.00
5	Coring Technician	\$ 144.00
6	Emergency Lighting Inspection	\$ 89.00
7	Epoxy Bolt/Anchor Bolting/Dowel Inspection	\$ 89.00
8	Fire-Resistant Penetrations and Joints Inspection (FS)	\$ 114.00
9	Floor Flatness	\$ 159.00
10	Hazmat Technician	\$ 126.00
11	High Strength Bolt Inspection	\$ 99.00
12	Infiltration Testing	\$ 92.00
13	Laboratory Technician	\$ 104.00
14	Framing/Nailing Inspection	\$ 89.00
15	Magnetic Particle or Dye Penetrant	\$ 111.00
16	Moisture Vapor Through Floor/Slab	\$ 99.00
	• Calcium Test Kits	\$ 40.00
17	Pachometer Technician	\$ 119.00
18	Piling Inspection	\$ 94.00
19	Post Tension Inspection	\$ 94.00
20	Rebound Number of Hardened Concrete (C-805) (Schmidt Hammer)	\$ 98.00
21	Reinforcing Concrete & Masonry Technician	\$ 89.00
22	Reinforcing Steel Inspection	\$ 89.00
23	Relative Humidity – Concrete Floors	\$ 99.00
	• RH Test Tubes	\$ 50.00
24	Roofing Inspection	\$ 89.00
25	Shotcrete Inspection	\$ 92.00
26	Soils & Asphalt Technician	\$ 90.00
27	Spray- Applied Fire-Resistive Materials Inspection (FP)	\$ 92.00
28	Suspended Ceiling Inspection	\$ 89.00
29	Ultrasonic Test (UT)	\$ 132.00
30	Visual Welding/Structural Steel Inspection	\$ 99.00
31	Wood Moisture Testing (In-Field)	\$ 92.00



Fee Schedule

Item #	Description	Price
Concrete		
32	Cast by Client/Contractor Core Specimens	\$ 65.00
33	Cast by Client/Contractor Cylinder Specimens *if sawing or extra handling is required a minimum rate of \$61.00 each will be charged.	\$ 50.00
34	Clay Lumps & Friable Particles	\$ 150.00
35	Compressive Strength Tests (C-39)	\$ 27.00
36	Flexural Strength, 6"x6"x22" Concrete Beam (C-293)	\$ 75.00
37	Light Weight Pieces (C-123)	\$ 215.00
38	Organic Impurities (C-40)	\$ 125.00
39	Shotcrete Panels: 3 Cores with Compressive Strength	\$ 275.00
	• Additional Cores from Panel	\$ 90.00
40	Sulfate Soundness (C-88) Magnesium, per sample	\$ 395.00
41	Sulfate Soundness (C-88) Sodium, per sample	\$ 430.00
42	Unit Weight of Aggregate (C-29)	\$ 120.00
Masonry		
43	Compressive Strength, Masonry Composite Prisms (UBC-2405)	\$ 80.00
44	Compressive Tests, Masonry Unit (C-140)	\$ 70.00
45	Compressive Tests, Mortar Cubes (C-109)	\$ 27.00
46	Compressive Tests, Mortar or Grout Specimens (UBC-24/23)	\$ 27.00
Soils Mechanics Laboratory Tests		
47	% Organics By Weight (D-2974)	\$ 185.00
48	Aggregate Durability Index (AASHTO T-210)	\$ 235.00
49	Atterberg Limits (D-424), Liquid Limit, Plastic Limit, Plasticity Index	\$ 245.00
50	Flat & Elongated Pieces in Aggregate (ASTM D-4791)	\$ 175.00
51	Fracture Face Count	\$ 120.00
52	Laboratory Determination of Moisture Content (D-2216)	\$ 75.00
53	Maximum Density Optimum Moisture-Density Curve [Proctor] (D-698, D-1557)	\$ 240.00
54	Particle Size Analysis (D-422) Hydrometer (with D-854)	\$ 425.00
55	Particle Size Analysis (D-422) Hydrometer (without D-854)	\$ 325.00
56	Resistance to Abrasion, Los Angeles Machine (C-131, C-535)	\$ 295.00
57	Sand Equivalent (D-2419)	\$ 125.00
58	Sieve Analysis (Add #270, C-136, C-117 [Wet Sieve])	\$ 250.00
59	Sieve Analysis (C-136, C-117 [Wet Sieve])	\$ 220.00
60	Sieve Analysis (C117-T-11 #200 Wash Only)	\$ 125.00
61	Specific Gravity of Soils (D-854)	\$ 250.00
62	Specific Gravity/Absorption of Coarse Aggregate (C-127)	\$ 140.00
63	Specific Gravity/Absorption of Fine Aggregate (C-128)	\$ 195.00
64	Uncompacted Void Content of Fine Aggregate T-304, Specific Gravity Not Included	\$ 160.00
65	Wood Waste (WSDOT)	\$ 110.00
66	WSDOT Degradation	\$ 235.00



Construction Testing Laboratories

400 Valley Avenue NE
Suite 102
Puyallup, WA 98372

253-383-8778
fax 253-770-8232
www.ctlwa.com

Fee Schedule

Item #	Description	Price
Asphaltic Concrete Mixes		
67	Anti-Strip evaluation TSR (D-4867) when performing mix design	\$1,250.00
68	Anti-Strip evaluation TSR (D-4867) without performing mix design	Quote Upon Request
69	Mix Design of Bituminous Mixture by Marshall Method (Does not include anti-strip testing)	\$6,000.00
70	Mix Design by Gyratory Method (SHRP/Suprapave) (Does not include anti-strip testing)	\$6,000.00
71	Extraction and Gradation % Bitumen (T-308) (C-136 [West]) Sieve (C-117)	\$ 270.00
72	Gyratory Tests (Suprapave) (T-312)	\$ 300.00
73	Hamburg, performed with Mix Design, CTL makes 2 specimens	\$ 950.00
74	Hamburg, performed without Mix Design, CTL makes 2 specimens	Quote Upon Request
75	Hamburg, production sample	\$ 800.00
76	Hamburg, test only, supplier provides 2 specimens	\$ 650.00
77	IDT, performed with Mix Design, CTL makes 3 specimens	\$ 450.00
78	IDT, performed without Mix Design, CTL makes 3 specimens	Quote Upon Request
79	IDT, test only, supplier provides 3 specimens	\$ 250.00
80	CT Index, client provided (core prep time additional cost)(D-8225), per specimen	\$ 125.00
81	CT Index, performed with Mix Design, CTL makes 3 specimens	\$ 575.00
82	Marshall Test, per Molded Specimen ([D-1559] Includes Stability, Flow, and Unit Wt.) per set of 3	\$ 500.00
83	Permeability of Asphaltic Concrete FM 5-565	\$ 500.00
84	Rice Maximum Theoretical Density (D-2041)	\$ 160.00
85	Specific Gravity of Compacted Field Sample (D-2726) WSDOT 704 (Pavement Core)	\$ 85.00
Miscellaneous:		
86	Dry Density of Fireproofing Material	\$ 165.00
87	Ferry Charges	Quote Upon Request
88	Mileage	\$ 0.75
89	Mileage for Magnetic Particle, Dye Penetrant, Ultrasonic Test	\$ 1.15
90	Per Diem (Lodging, Meals, and Etc.)	Quote Upon Request
Basis of Charges (Rate Charges & Notification)		
Four-hour minimum for inspection, sampling, and field testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (0700 hr. to 1600 hr.) Monday through Friday will be charged at 1.5 times the standard rate. Double time will be charged for Sundays and holidays. Four-hour minimum for weekend and holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hour notice is required to schedule technician(s). Twenty-four hour notification required for cancellations for night work (at least a four-hour minimum charge would apply without proper notification). All weekend cancellations after close of business Friday will incur at least a four-hour minimum charge. A 3% escalation for hourly and unit prices for multi-year contracts will apply.		
Mail Distribution (Reports)		
All overhead, engineer review of reports, final inspection report, and mail distribution costs are included in the hourly/unit rates.		
Terms of Sale (Payment Due Date/Past Due):		
All invoices are "NET" and payment is due on the 30 th day following the invoice date, unless otherwise stated on the application invoice. An account is considered past due on the 31 st day following the date of invoice. All accounts not paid by due date may be subject to suspension. A late charge of 1.5% per month annual will be imposed on past due accounts. Customers/Clients agree to pay all attorney's fees and costs of collection.		

CITY OF GIG HARBOR

SCOPE OF SERVICES for CONSTRUCTION SUPPORT for

CSP 2003 Burnham Drive Improvements Phase 1a

INTRODUCTION

David Evans and Associates, Inc. (DEA) will provide construction services support, on an as needed basis, for Burnham Drive Improvements Phase 1a as provided in this Scope of Services.

GENERAL

DEA, the Engineer of Record, will provide the CITY with construction services support as described herein. DEA's services include, structural field observation services, construction phase documentation and management support, geotechnical services, environmental support, and administrative support as specifically identified below.

DEA will perform the work tasks described in this scope of services under the overall direction of the CITY. DEA will assist the City's construction inspector and maintain direct communications with the City to review and document the contractor's work. DEA will assist the City in preparation of change orders if necessary, , review contractor submitted requests for information (RFI's), , create a photo log of the bridge, and maintain daily field records associated with the bridge.

DEA will set up a project document management system for records maintained by DEA for use in future CITY and state audits and which will be in City format. The management system will provide for filing correspondence and communications to or from DEA throughout the duration of the project. The system will file and track the documents that impact contractor payment issues for pay quantities. The system will file and track the reports and communications that relate to public involvement, complaints and questions, traffic control by the contractor, Department of Labor and Industry issues, and related project communications. The filing schedule and format will be in accordance with the CITY filing standards.

DEA's field staff will be at the project site as requested by the City, to assist the City in the observation of bridge construction and of the Contractor's performance for general compliance with the conditions of the contract documents. DEA will be on-site to provide additional assistance to evaluate that the contractor's work is proceeding as shown in the contract documents.

DEA's fee and work effort are based upon the assumption that construction is completed within 150 working days over 2 construction seasons, plus additional days anticipated for project finalization activities after the substantial completion date is reached for anticipated 18 months. If the construction

period exceeds the allotted working days an extension of the contract will be addressed and mutually agreed upon.

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

TASK 1 - PROJECT MANAGEMENT

For this task DEA will:

- Provide project management of its staff and services for this phase of the project;
- Provide construction phase engineering administration and act as client liaison with the CITY;
- Monitor and manage DEA's subconsultant scope of services and budget;
- Organize and attend one start-up meeting with two DEA staff attending along with City staff to review the project, its expected outcome, establish lines of communication within the CITY, and establish and maintain an organizational structure for the construction administration of this project;
- DEA administrative staff will be assigned to assist with the management of DEA project files, invoicing and other internal project management assistance; and
- Provide QA/QC review of DEA's services throughout the construction phase of the project.

TASK 2 - PROJECT START-UP

For this task DEA will:

- Set up project files, in hard copy and electronically, in accordance with the CITY filing standards;
- Utilize established templates and procedures to assist project documentation.
- Attend a pre-construction meeting with the DEA construction phase staff, City staff, Contractor personnel and other construction phase stakeholder representatives. The City will prepare a meeting agenda and meeting summary.

TASK 3—CONSTRUCTION PHASE ADMINISTRATION AND DOCUMENTATION

DEA will render interpretations of the requirements of the contract documents properly requested by the CITY, and provide the CITY with copies of written communications that are to be submitted to the contractor through the City. DEA will review, approve, or otherwise take action on the contractor's submittals or requests for information including field questions, review shop drawings and other submittals which are all properly requested and submitted to DEA through the City, maintain a records of materials list, prepare documents for processing change orders as requested by the city, advise the CITY of the contractor's progress schedules for conformance with the contract documents, and promptly notify the CITY and the contractor of any identified deviations or noncompliance.

For this task DEA will:

- Prepare and distribute applicable contract correspondence;

- Support the City to process up to eight (8) change orders and maintain a log of the change orders and their costs, it is assumed that 4 hours will be used per change order
- Review, respond to, and process up to fifty (50) material submittals and/or shop drawings as needed by the city, it is assumed up to an hour per submittal, and maintain a submittals log;
- Review, respond to, and process up to twenty-five (25) requests for clarifications, work or material substitutions, or other documentation affecting project scope, cost, or completion date as needed by city;
- Create and maintain a Records of Materials document for the project for DEA tracked items;
- Provide material acceptance documentation to the CITY for DEA tracked items;
- Provide Contractor claim support to the City of 20 hours.

TASK 4—CONSTRUCTION OBSERVATION

DEA will assist the City's construction inspector in the observation of the contractor's work for general conformance with the requirements of the contract documents for bridge construction. DEA and the City's construction inspector will determine in writing the assignments for observation. The DEA field staff will report to the City's construction inspector each working day to coordinate the observation and documentation of contractor activities related to the project. The city shall make every effort to notify DEA 7 days prior to needing an inspector so that DEA can coordinate inspector schedules.

For this task, DEA will:

- Inspection is limited to Bridge Construction only; it is assumed that an inspector is available for up to 29 days at 8 hours. See Geotechnical Services SOW for shaft inspection
- Provide management and supervision of DEA field observation staff;
- Will report to the City's construction inspector each working day to coordinate the observation and documentation of contractor activities as related to the project;
- Will notify and confirm date and time for the work of DEA's subconsultants;
- Project Manager and up to 1 key staff will attend up to thirty (30) weekly progress meetings with the contractor, utility representatives, subcontractors, and other stakeholders (total of all meetings is an aggregate of 30 meetings)
- Maintain inspector's daily reports (IDRs) summarizing the contractor's work for bridge construction, equipment used for the day, discussions with contractor personnel, safety reports, traffic control issues, and other pertinent information and data regarding the construction and administration of the project for those days that DEA's inspector is on site. An electronic copy of the IDR will be sent via e-mail to the CITY at the end of each working day.. DEA may include documents provided or received about safety plans or reports;
- Provide on-site observations of the Contractor's work for bridge construction for the general conformance or non-conformance with the contract documents for those days that DEA's inspector is on site;
- Maintain a photo record of the Contractor's daily work progress for those days that DEA's inspector is on site for bridge construction.

TASK 6---PROJECT CLOSE-OUT

This phase of the project will start when the construction work is physically complete or substantially complete and work will continue through final project acceptance

Any certification provided by DEA or its subconsultants will only be based upon the facts known or provided to DEA that they may reasonably rely on and upon DEA's reasonable professional opinion. DEA can only provide a certification that the construction generally complies with the design intent and cannot guarantee or warranty the contractor's work.

For this task DEA will:

- Prepare a draft punch list of work items for bridge only yet to be satisfactorily completed by the contractor;
- Provide on-site observations of the Contractor's punch list work for bridge;
- Perform a final punch list walk-thru with the CITY for bridge items;
- Conduct one field review confirming completion of punch list for bridge items;
- Prepare "Record Drawings" that correct or revise the original construction drawing incorporating changes made during construction and reflecting the information provided by the Contractor. DEA may rely on the information provided by others to complete the Record Drawings. The Record Drawings will be provided in Autocad Civil 3D and PDF file format, and signed by an Engineer or Surveyor licensed in the State of Washington; Sheet size shall be 22x34 inch.
- Prepare and submit a final materials acceptance and certification report for records maintained by DEA;
- Finalize and package all construction documents DEA maintains and submit them to the City.

TASK 7---ENVIRONMENTAL COMPLIANCE

For this task, DEA will:

- Will provide final inspection of mitigation area and plantings, will provide punch list with deficiencies are found and final acceptance letter once contract obligations are met.

TASK 8---Additional Final Design support for Burnham Apartments improvements

DEA will provide additional design to incorporate the Burnham Apartments driveway revisions, sewer stub out, water line stub out for fire protection and new water stubs for water services. In addition, new storm pipe connection will be installed to allow the Burnham Apartments to connect into the city's storm drainage system. The city is doing this work that will be reimbursed by the developer to eliminate re-work and tearing out sidewalks and roadways.

SUBCONSULTANT SERVICES

GEOTECHNICAL ASSISTANCE

DEA will retain the services of HWA GeoSciences geotechnical subconsultant as approved by the City. Geotechnical assistance may include soils review work, inspection of drilled shafts, and on-call work when deemed necessary by DEA or the CITY.

For this task DEA will retain HWA to:

- Provide field observation, as needed, of subgrade conditions under walls and roadway;
- Provide on-call geotechnical services;
- Observe drilled shaft construction as deemed necessary by DEA or city.

ASSUMPTIONS AND CONDITIONS

1. Project Start-up, Project Close-out and (Tasks 2, 5 and 6) are not dependent upon the length of the construction contract. As such, the scope and associated fees of these tasks will not vary due to non-working days(except as define in item 5 below), unworkable days, suspensions or contract extensions unless the scope for these tasks changes;
2. DEA estimated the number of hours, including travel time, that the DEA inspector will be requested to be at the site. Payment to DEA will be for actual hours worked, plus travel time from the Pierce county line to the site. If additional hours of DEA's inspector's time are requested by the CITY, the budget will be increased accordingly.
3. No travel time has been included in the DEA inspector's meeting budget. It is assumed that the DEA inspector will only attend weekly meetings on those days that he is otherwise at the site.
4. The CITY will furnish additional inspector(s), or authorize funding for DEA from the Management Reserve Fund for providing additional inspector(s), as necessary, to accommodate the Contractor's work schedule and work methods. DEA and the CITY will work closely to optimize the use of additional inspectors.
5. The Scope of Services and associated fee schedule for Project Management, Construction Administration and Documentation, and Construction Observation (Tasks 1, 3 & 4) is based on a maximum of 150 8-hour contractor working days and one utility work window. Work beyond that time has not been included in the costs for this scope of services and will be considered additional or extra work. If the project is delayed, the contractor works more than 8 hours a day, the Contractor works on unworkable or non-working days or the project's working days exceed this time then the effort needed to provide construction observation services by DEA will need to be increased. The CITY and DEA will work closely to optimize this additional-required level of effort by DEA.
6. Normal working day and night work hours shall be in accordance with Section 1-08.0(2) of the contract Special Provisions. This Scope of Services and associated fee schedule is based on DEA staff working a 40-hour work week. Should the Contractor request different working hours in accordance with the provisions of Section 1-08.0(2) of the Special Provisions, the CITY will discuss with DEA the budget impacts of such request and work with DEA to revise this Scope of Services and/or contract budget as necessary, or deny the Contractor's request.
7. DEA shall not be responsible for the contractor's construction means, methods, techniques, sequences or procedures, or safety precautions and programs except as otherwise provided in this scope of services. DEA shall not be responsible for the contractor's failure to carry out the work

in accordance with the contract documents. DEA will endeavor to identify and guard the CITY against defects and deficiencies in the work of the contractor, but it is understood that DEA does not and cannot guarantee the performance of the contractor. The review of submittals will not be conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor.

8. DEA will advise the CITY of work that does not conform to the contract documents. When considered necessary or advisable to determine the proper implementation of the intent of the contract documents, DEA will advise the CITY of the need for special inspection, testing of any work, or direct CITY participation in the inspection work. DEA may, subject to the prior approval of the CITY, structural inspection in accordance with the provisions of the contract documents whether or not such work has been fabricated, installed, or completed. DEA shall have the authority to reject work that does not comply with or conform to the contract documents. DEA shall have authority to direct the contractor to stop work when such stoppage may, in DEA's reasonable opinion, be necessary for the proper execution of the work or to protect the interests of the City.
9. DEA has prepared this scope of services and related cost spreadsheet with the assumption that a reasonable, competent, and responsive contractor is selected by the City for the project. DEA assumes that the City, DEA and the contractor will work under normal project conditions and environment and DEA agrees to work professionally to enhance this condition. DEA does not anticipate a hostile contractor work environment, excessive inquiries by the contractor, excessive claims or complaints by the contractor, excessive requests for information, excessive requests for survey information or the need to provide direction to the contractor to perform work tasks that are the contractor's responsibility.

EXCLUDED TASKS AND CONDITIONS OF WORK

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

1. Additional design services such as re-design of project elements and similar work, except in support of change orders;
2. Permits and related work and monitoring if contaminated soils or water are encountered during construction;
3. Traffic control management or development of a traffic control plan;
4. Negotiations with non-CITY utility providers involving issues governed under agreements between themselves, the CITY and/or others beyond the jurisdiction of the contract documents;
5. Attendance at public meetings or hearings;
6. Negotiations with adjacent property owners;
7. Surveying of property lines or performing survey work that would require the filing of a Record of Survey unless specifically provided for in this scope of services;
8. Work involving a claim(s) against the CITY, contractor, private utility, property owner, business and/or a citizen other than by the Contractor;

9. Property rights or easement acquisition;
10. Follow-up work with either the CITY or the contractor after the one-year plant establishment period.

EXTRA WORK

Extra work will be at the direction of the CITY but only to the extent of the funds. Extra work may include work items listed above as exclusionary work and/or additional work due to project delays or contract extensions. Extra work done by DEA will be done at the same rates and costs as otherwise approved for this project.

REIMBURSABLES

Reimbursable expenses will include:

- Fees for reprographics services, postage and mailing;
- Subconsultant/vendor services;
- Mileage at the current IRS rate; Bridge toll fees
- Rental costs, if any, excluding rental vehicles
- Recording fees;
- Mylar for recording drawings if requested by the City; and
- Survey scanning or laser equipment at daily rates provided.

**Gig Harbor Burnham
DSDC/Inspection**

LABOR HOURS																														
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.	1	2	3	4	5	6	7	9	17	21	22	23	24	25	26	27	29	30	Subtotal DEA Hours	Subtotal Labor Cost							
	direct rates:			\$91.00	\$110.00	\$90.00	\$82.00	\$65.00	\$103.00	\$60.00	\$45.00	\$70.00	\$60.00	\$90.00	\$60.00	\$45.00	\$40.00	\$35.00	\$45.00	\$40.00	\$40.00									
1.0	Project Management	159		58	5	4	16	16	8											26	26	159	\$11,444							
	Project Management	37		12	1		8	8	8												4	4	37	\$3,202						
	Project Setup	10		2																	4	4	10	\$502						
	Monthly Progress Reports and Invoices	54		18																18	18	54	\$3,078							
	Coordination and Meetings	12		4			4	4														12	\$952							
	Coordination of Subconsultants	26		18																4	4	26	\$1,958							
	QA/QC	20		4	4	4	4	4														20	\$1,752							
2.0	Project Start Up	60		20			20	20														60	\$4,760							
	Set Up DEA Project Files	24		8			8	8														24	\$1,904							
	Set Up Templates	24		8			8	8														24	\$1,904							
	Pre-construction meeting	12		4			4	4														12	\$952							
3.0	Construction Phase Admin and Documentation	264		60	10	4	68	82			24	16										264	\$20,026							
	Construction Coordination	36		12			12	12														36	\$2,856							
	Change Orders and Change Order Log	70		8		4	10	24			24											70	\$4,548							
	Material Submittals	64		8			24	24				8										64	\$4,816							
	RFI's	50		14			14	14				8										50	\$3,892							
	Material Documentation/Acceptance	24		8			8	8														24	\$1,904							
	Claim Support	20		10	10																	20	\$2,010							
4.0	Construction Observation	272		16					24	232												272	\$17,848							
	Bridge Construction Inspection and Managemenet Oversight	272		16					24	232												272	\$17,848							
5.0	Construction Surveying																													
	no scope																													
6.0	Project Closeout	176		28			28	32	4	24	60											176	\$11,476							
	Bridge Punch list and inspection of work	32		4					4	24												32	\$2,216							
	Record Drawings	96		8			12	16			60											96	\$5,452							
	Materials Record	24		8			8	8														24	\$1,904							
	Package Final Construction Documents	24		8			8	8														24	\$1,904							
7.0	Environmental Compliance	29		3								24								2		29	\$2,033							
	Final Inspection of Plantings	9		1								8										9	\$651							
	Punch List	9		1								8										9	\$651							
	Acceptance Letter	11		1								8								2		11	\$731							
8.0	Additional final Design (Burnham appts)	99		16	1		6	48			24									2	2	99	\$6,418							
	Design	99		16	1		6	48			24									2	2	99	\$6,418							
				</																										

Gig Harbor Burnham
DSDC/Inspection
0

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Project Manager		201		\$ 91.00		\$18,291
2	Principal-in-Charge		16		\$ 110.00		\$1,760
3	QC Manager		8		\$ 90.00		\$720
4	Engineering Lead		138		\$ 82.00		\$11,316
5	Senior Engineer		198		\$ 65.00		\$12,870
6	Consturction Manager		36		\$ 103.00		\$3,708
7	Construction Inspector		256		\$ 60.00		\$15,360
9	Design Engineer		108		\$ 45.00		\$4,860
17	Environmental Manager		40		\$ 70.00		\$2,800
21	Survey Manager		0		\$ 60.00		\$0
22	Survey QC		0		\$ 90.00		\$0
23	Senior Project Surveyor		0		\$ 60.00		\$0
24	Project Surveyor		0		\$ 45.00		\$0
25	Party Chief		0		\$ 40.00		\$0
26	Survey Field Technician		0		\$ 35.00		\$0
27	Survey Office Technician		0		\$ 45.00		\$0
29	Project Coordinator		30		\$ 40.00		\$1,200
30	Project Accountant		28		\$ 40.00		\$1,120
Total Hrs.			1059				

Total Raw Labor Cost \$ 74,005

Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead = \$ 129,790

FCCM = \$ 636

Profit

Profit = \$ 22,202

Subtotal Labor Costs \$ 226,633

Reimbursable Expenses

Subtotal Reimbursable Expenses \$ 2,000

David Evans and Associates Subtotal \$ 228,633

Salary Adjustment (contract duration longer than a year)

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$74,005.00	x	4%	x	1.0
				\$2,960.20

DEA Total \$ 231,593.11

Subconsultants & Additional Services Total

HWA	-	W/DBE	M/DBE	
	-	8.95%	-	\$ 25,219.00
	0.00%	-	-	\$ -
Total	0.00%	8.95%	0.00%	\$ 25,219.00
Subconsultants Subtotal				\$ 25,219.00

Management Reserve \$25,000

PROJECT TOTAL = \$ 281,812

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSTRUCTION TESTING LABORATORIES INC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and CONSTRUCTION TESTING LABORATORIES INC., a WASHINGTON corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in BURNHAM DRIVE HALF WIDTH IMPROVMENTS PHASE 1A and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fourty-Eight Thousand Eighty-Seven Dollars and No Cents (\$48,087.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A** and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2025; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work

- performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease- each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Jon Price
400 Valley Avenue NE STE 102
Puyallup, WA 98372
253-770-8232

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

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES**

THIS FOURTH AMENDMENT is made to that certain Professional Services Contract dated April 16, 2020 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and David Evans and Associates, a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Burnham Drive Half Width Improvements Phase 1A Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed eighty-nine thousand, nine hundred eighty-one and eighty-six cents (\$281,812.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to December 31, 2025.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 2024.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 13, 2024

SUBJECT: Public Works Construction Contract Award for Wollochet/Wagner Intersection Improvements—

SUBMITTED BY: Project Engineer Marcos McGraw

DEPARTMENT: Public Works

PHONE: (253) 853-2647

SUGGESTED MOTION: Approve and authorize the following related to the city's capital improvement project "Wollochet/Wagner Intersection Improvements":

1. The mayor to execute a Public Works Construction Contract with Active Construction, Inc. in an amount not to exceed \$1,607,607.00;
2. The mayor to execute a Professional Services Contract for construction support with DKS Associates, Inc. in an amount not to exceed \$46,580.00
3. The mayor to execute a Professional Services Contract for materials testing with Materials Testing and Consulting, Inc. in an amount not to exceed \$11,991.00;
4. The city engineer to approve additional Public Works Construction Contract expenditures up to \$100,000.00.

BACKGROUND INFORMATION: The city's 2023-24 budget identifies the capital improvement project "Wollochet Dr./Wagner Wy. Intersection Improvements" as Objective 13 in the Streets Capital Fund. This project will construct a much-needed signal at the intersection of Wollochet Drive and Wagner Way. The signal will enhance both the safety, vehicular level-of-service, and pedestrian connectivity in the corridor. The project will physically interconnect five signals in the Wollochet corridor so they may be programed to minimize delay while giving pedestrians safer facilities in the corridor. The project will also install a pedestrian actuated RRFB crossing for the Adam Tallman Trail in the Wagner Way leg of the intersection.

BID RESULTS: The project was competitively bid using the City's Public Works Bidding process. On April 18, 2024, the City received five (5) bids for the project, but one was non-responsive.

Bidder	Total Bid Amount
Active Construction, Inc.	\$1,607,607.00
Northwest Cascade	\$1,620,996.00
Ceccanti, Inc.	\$1,799,400.00
Miles Resources	\$1,824,902.85
Titan Earthwork	(non-responsive)

FISCAL CONSIDERATION: The 2023-24 budget allocated \$1,300,000 for the work. The budget was adjusted to \$1,400,000 during the mid-biennial budget review for street capital funding options. The city was then awarded a \$1,227,000 grant through the Transportation Improvement Board (TIB) in late 2023 for the project. Engineering staff worked with Finance to balance the budget funding for the project as shown below:

2023-24 Budget Project Funding:	
Transportation Improvement Board (TIB) grant	\$1,227,000.00
Transportation Benefit District (City)	\$509,833.00
Transportation Impact Fees (City)	\$200,000.00
Total 2023-24 Budget:	\$1,952,000.00
Project Expenses:	
Professional Services Contract – DKS Associates, Inc. / design contract, incl. 1 amendment [previously awarded]	(\$170,655.00)
Professional Services Contract – DKS Associates / construction support contract	(\$46,580.00)
Public Works Construction Contract – Active Construction, Inc.	(\$1,607,607.00)
Materials Testing Services – Materials Testing & Consulting, Inc.	(\$11,991.00)
City Engineer Change Order Authority Amount *	(\$100,000.00)
Total Project Expenses:	(\$1,948,586.00)

Expenditure Required: \$ 1,948,586.00	Amount Budgeted: \$ 1,948,586.00	Appropriation Required: \$ 0
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ATTACHMENTS:

1. Wollochet-Wagner Intersection mats. testing_MTC
2. DKS Contract Amend #2_05-13-24
3. CSP-1406 Public Works Contract (Contractor)
4. CSP-1406 Prof Serv Contract-MTC

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities



Date: **May 1, 2024**
 Client Name: **City of Gig Harbor**
 Address: **3510 Grandview Street, Gig Harbor, WA 98335**
 Email: DMunn@gigharborwa.gov
 Architect: **NA**
 Project Name: **CSP 1406-WOLLOCHET DRIVE/ WAGNER WAY Intersection Improvements, Gig Harbor, WA**

Contact: **Dan Munn, PE**
 Phone: **(253) 853-2149**
 Geotech of Record: **NA**
 Based on Plans Dated: **3.27.2024**

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
LBC	Two Man DCP Crew	Hour	8	\$ 202.00	\$ 1,616.00
GEO-PE	Report review for DCP results	Hour	2	\$ 202.00	\$ 404.00
IPDS	Foundation & Slab Subgrade Compaction /Visual Soils	Hour	24	\$ 90.00	\$ 2,160.00
IPDA	Asphalt Paving	Hour	18	\$ 90.00	\$ 1,620.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	2	\$ 90.00	\$ 180.00
RC	Concrete Paving, Drives etc.	Hour	18	\$ 95.00	\$ 1,710.00
RC	Reinforced Concrete inspections for drilled shafts for light poles	Hour	18	\$ 95.00	\$ 1,710.00
Subtotal - Special & Construction Inspection:					\$ 9,400.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	2	\$ 358.00	\$ 716.00
RICE	Rice Density- sample onsite	Each	2	\$ 125.00	\$ 250.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	30	\$ 32.00	\$ 960.00
Subtotal - Laboratory Testing:					\$ 1,926.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	7	\$ 95.00	\$ 665.00
Subtotal - Project Management & Consulting Services:					\$ 665.00
Budget Estimate for Services - Total:					\$ 11,991.00

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, for night work (work prior to 6:00AM, and after 6:00PM) and for Saturday work. Sundays and legal holidays will be charged a double-time premium at two (2) times the regular rate.
- MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.



Date: **May 1, 2024**

Client Name: **City of Gig Harbor**

Address: **3510 Grandview Street, Gig Harbor, WA 98335**

Email: DMunn@gigharborwa.gov

Architect: **NA**

Project Name: **CSP 1406-WOLLOCHET DRIVE/ WAGNER WAY Intersection Improvements, Gig Harbor, WA**

Contact: **Dan Munn, PE**

Phone: **(253) 853-2149**

Geotech of Record: **NA**

Based on Plans Dated: **3.27.2024**

• As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

• In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell

Deane Ramsdell

(360) 508-6336

deane.ramsdell@mtc-inc.net

Client Authorized Signature

Printed Name & Title

Date

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DKS ASSOCIATES, INC.

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated February 27, 2023 (the "Agreement"), as amended on September 26, 2023, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and DKS Associates, Inc., a Corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in providing construction support services for the Wollochet Drive / Wagner Way Intersection Improvement Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Forty-six Thousand Five Hundred Eighty Dollars and Zero Cents (\$46,580.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount of (\$217,235.00).

3. Duration of Work. Section 3 of the Agreement is not amended to extend the duration of this Agreement.

[Remainder of page left intentionally blank]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Title: _____

By: _____
Tracie Markley, Mayor

ATTEST:

Joshua Stecker, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A
SCOPE OF WORK**

**CITY OF Gig Harbor
Wollochet Drive NW/ Wagner Way Intersection Improvement**

**Amendment #2
April 1st, 2024**

PROJECT DESCRIPTION

The City of Gig Harbor (City) requested DKS (CONSULTANT) to provide engineering support during the construction of the Wollochet Drive NW/ Wagner Way Intersection Improvement.

The City will lead the construction management, host the construction meetings, perform daily inspections, and will hire a material testing firm. The City will review and respond to all RAMs, RFIs, and submittals within the City's capability. The City will forward any record requiring special or technical review and response to the CONSULTANT, like some traffic signal or lighting items.

1. Project Management

The CONSULTANT will provide project management and administration services and prepare and submit invoices and progress summaries once per month. DKS will coordinate with the City of Gig Harbor, the city's engineer and inspector, and the contractor on the engineering support during the construction.

DKS staff will attend the following meetings virtually or onsite as indicated:

- Up to six (6) design discussion meetings (virtual)
- One site visit for potential design questions or changes up to two staff designers (onsite)
- One site walkthrough at completion for as-built plan up to two staff designers (onsite)

Deliverables:

- Monthly invoices and progress reports.

10. CONSTRUCTION SUPPORT

10.1 RFIs and RAMs

The CONSULTANT shall review and respond to requests for information (RFIs), and material/product submittals forwarded by the City. The City will review and respond to all RAMs, RFIs, and submittals within its capability. The City will forward any record requiring special or technical review and response to the CONSULTANT. The CONSULTANT will evaluate the need for plan revisions with the City and provide plan revision as agreed.

The task assumes the following:

- Written responses to requests for information (RFI) (Up to 7 RFIs, 3 hours each, turnaround time will be up to 4 working days from receipt)
- Email responses to informal requests for information (Up to 16 hours)
- Written responses to material submittals (up to 5 submittals, 3 hours each, turnaround time will be up to 5 working days from receipt)
- Design plan revisions to assist in change orders by others (up to 6 sheet revisions for up to two submittals, 8 hours average per sheet, due dates to be discussed and agreed upon with the CLIENT upon receipt of request)

10.2 As-Built Plans

The CONSULTANT shall review the contractor's completed and consolidated redlines and markups provided by the city on changes in the field to prepare the as-built plan for the project (up to 18 plan sheets). The CONSULTANT will perform one site visit to validate questions on the redline changes, limited to items visible in the field only.

It is assumed that the field revision is minor, and the As-Built plan could be revised, reviewed, and signed within 38 labor hours.

The CONSULTANT will not be responsible for any other changes not provided by the contractor.

Deliverables:

- Project as-built plans.

DKS Associates
Summary of Estimate for Services - EXHIBIT B
Gig Harbor Wollochet/ Wagner Intersection Improvement
Amendment #2 - Construction Support

Title Grade Rate	PIC		PM		Senior Engineer	Project Engineer	CAD Technician		Admin				
	49		36		27	23	O		X	Hours	Labor		
	\$ 350.00		\$ 300.00		\$ 210.00	\$ 190.00	\$ 165.00		\$ 160.00				
Task													
1 - Project Management	0		31		16		9		4		60	\$15,010	
General PM and Coordination					6				4		10		
Virtual Meetings (6)			9				9				18		
On-site Meetings (2)			16		16						32		
10 - Construction Support	2		39		27		46		24		138	\$30,770	
RFIs (7)			10		7		4				21		
Email Questions			8		8						16		
RAM (5)	1		5				9				15		
Design Changes (6 sheets)	1		8		12		15		12		48		
As-Built Plans			8				18		12		38		
Total Hours by Classification	2		70		43		55		24		4	198	\$45,780
ODC													
Mileage, ferry, parking, and car rental.												\$800	
TOTAL:												\$46,580	

PUBLIC WORKS CONTRACT**WOLLOCHET DRIVE / WAGNER WAY INTERSECTION IMPROVEMENT PROJECT
CSP-1406**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2024, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Active Construction, Inc., organized under the laws of the State of Washington, located and doing business at 5110 River Road E, Tacoma, WA 98443, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of repair and maintenance of asphalt concrete roadways within the City of Gig Harbor. This work requires installing a new traffic signal system at Wollochet Drive and Wagner Way intersection, a new RRFB system at a trial crossing on Wagner Way, and new street lightings at the intersection and Adam Tallman Wetland Trail crossing within the City of Gig Harbor. It also includes replacing cement concrete sidewalks, installing ADA curb ramps, cement concrete driveways, cement concrete crosswalks, curb and gutter, removing sidewalk and asphalt pavement, grinding of bituminous pavement, placement of new hot mix asphalt, adjust utility to finish grade, installing pavement marking, installing traffic signage and other work. All in accordance with the Contract Plans, Special Provisions, and the Standard Specifications, including the schedule of prices in the "Proposal," the sum of One Million Six Hundred Seven Thousand Six Hundred Seven Dollars and Zero Cents (\$1,607,607.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2023

Standard Specifications for Road, Bridge, and Municipal Construction,” including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.

5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Tracie Markley, Mayor

City of Gig Harbor

(Signature of Official)

(Print Name)

(Title)

(Email Address)

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MATERIALS TESTING & CONSULTING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Materials Testing & Consulting, Inc., a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the Wollochet Drive/Wagner Way Intersection Improvement project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eleven Thousand Nine Hundred Ninety-One Dollars and Zero Cents (\$11,991.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's billing rates shall be as described also in **Exhibit A**. The Consultant shall not bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2025; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Deane Ramsdell
Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233
360-755-1990

City of Gig Harbor
ATTN: Aaron Hulst, City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Date: **May 1, 2024** EXHIBIT A - SCOPE OF WORK AND FEE SCHEDULE
 Client Name: **City of Gig Harbor** Contact: **Dan Munn, PE**
 Address: **3510 Grandview Street, Gig Harbor, WA 98335** Phone: **(253) 853-2149**
 Email: DMunn@gigharborwa.gov Geotech of Record: **NA**
 Architect: **NA** Based on Plans Dated: **3.27.2024**
 Project Name: **CSP 1406-WOLLOCHET DRIVE/ WAGNER WAY Intersection Improvements, Gig Harbor, WA**

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
LBC	Two Man DCP Crew	Hour	8	\$ 202.00	\$ 1,616.00
GEO-PE	Report review for DCP results	Hour	2	\$ 202.00	\$ 404.00
IPDS	Foundation & Slab Subgrade Compaction /Visual Soils	Hour	24	\$ 90.00	\$ 2,160.00
IPDA	Asphalt Paving	Hour	18	\$ 90.00	\$ 1,620.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	2	\$ 90.00	\$ 180.00
RC	Concrete Paving, Drives etc.	Hour	18	\$ 95.00	\$ 1,710.00
RC	Reinforced Concrete inspections for drilled shafts for light poles	Hour	18	\$ 95.00	\$ 1,710.00
Subtotal - Special & Construction Inspection:					\$ 9,400.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	2	\$ 358.00	\$ 716.00
RICE	Rice Density- sample onsite	Each	2	\$ 125.00	\$ 250.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	30	\$ 32.00	\$ 960.00
Subtotal - Laboratory Testing:					\$ 1,926.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	7	\$ 95.00	\$ 665.00
Subtotal - Project Management & Consulting Services:					\$ 665.00
Budget Estimate for Services - Total:					\$ 11,991.00

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, for night work (work prior to 6:00AM, and after 6:00PM) and for Saturday work. Sundays and legal holidays will be charged a double-time premium at two (2) times the regular rate.
- MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.

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DEPARTMENT UPDATES

Wednesday, May 8, 2024

A TWICE-MONTHLY SUMMARY FROM YOUR CITY OF GIG HARBOR LEADERSHIP TEAM

These department updates are an effort to increase our internal and external communication initiatives, to provide the mayor and city councilmembers with the information they need to serve the public and make informed decisions, and just as importantly, to share citywide information and updates with all staff and residents. Please feel free to send any questions, suggestions, or concerns about this document to communications@gigharborwa.gov.

ADMINISTRATION

City Administrator Katrina Knutson

Students of Distinction: City Administrator Knutson participated in the 2024 “Students of Distinction” interviews for graduating high school seniors this year, and the experience was nothing short of inspiring. Witnessing the passion, drive, and innovation displayed by the youth in our community affirmed the belief that our future is indeed in capable hands. These students are not only excelling academically but are also actively engaged in initiatives aimed at bettering Gig Harbor and beyond. Their dedication to community service, leadership roles, and impactful projects reflects a deep commitment to making a positive difference in the world.

Annually, approximately 30 to 36 high school seniors are selected as Students of Distinction finalists, and seven are chosen for the high honor and scholarship money. Annually, more than 175 students are nominated by teachers, peers, parents, or community members in seven categories. In April, finalists meet with interview panels comprised of community leaders. Over the years, The Peninsula Gateway, and more recently Gig Harbor Now, dedicate a section featuring vignettes on each Student of Distinction, highlighting the student’s accomplishments in the weeks before the awards ceremony held in mid-May.

Sponsors such as Kitsap Credit Union, Peninsula Light Company, The Peninsula Gateway, Umpqua Bank, CHI Franciscan, Ocean5, Greater Gig Harbor Foundation, Pilkey-Hopping & Ekberg, The Mecham Foundation, and numerous individual donors have helped to provide more than \$12,000 in scholarship funds annually - over \$276,000 to date.

The youth of Gig Harbor are invaluable assets to our city's success. Their fresh perspectives, boundless energy, and willingness to tackle challenges head-on bring a vitality that is essential for growth and progress. By empowering and supporting our young leaders, we not only ensure the continued prosperity of Gig Harbor, but also foster a culture of innovation and inclusivity that benefits us all. Investing in the development and aspirations of our youth is an investment in a brighter future for our community and beyond.

For more information on this effort, please visit: <https://www.gigharborfoundation.org/students-of-distinction-fund>

Village at Harbor Hill: Many of our residents have inquired about the still vacant Village at Harbor Hill, located on the southeast corner of Borgen Blvd and Harbor Hill Drive. Residents have expressed a strong desire to see this area developed with a grocer, medical facilities, daycare facilities, open spaces, and more.

Our staff have regularly checked in with the property owners over the years on the status of their plans for development. Last week, staff met with representatives from Rayonier in a more formal setting for a status update. We learned from them that the retail demand world has changed significantly from pre-pandemic times, and portions of the approved project may need to be re-looked at. They indicated their hunt for a grocer continues!

The city and Rayonier will host a joint community meeting devoted to the project to solicit feedback from the community about how they would like to see the property developed. This meeting is tentatively scheduled for mid-June and is an opportunity for residents to engage with the property owner and express their vision for the property and how it might fit the needs of Gig Harbor residents.

Testifying for Gig Harbor: On Monday, City Administrator Knutson testified formally on behalf of the city at the [Pierce County Community Development and Environment Committee](#) meeting. The committee was discussing Pierce County's Comprehensive Plan, where several amendments were on the docket and two related to the Gig Harbor Urban Growth Area (UGA). The city's testimony was a reiteration of the city council's policy decision in adoption of the [UGA Analysis and Report](#), as well as its decision to support [Pierce County's Comprehensive Plan Alternative 3](#), which would remove Purdy from the UGA. City Administrator Knutson also expressed the city's desire to remove Madrona Links from the UGA, as we do not anticipate annexing either area in the next 20 years.

It's ultimately up to the Pierce County Council to determine which direction to take and we patiently await its decision. Learn more about the County's Comprehensive Plan Update [here](#).

Extreme Weather Shelter Training: The H3 program manager attended a multijurisdictional extreme weather shelter training, which was born out of the regionally coordinated response the county had during this past cold weather response. The hands-on training included scenarios that required attendees to work together as a team to find ways we can regionally respond to weather, fire, etc. In addition to the City of Gig Harbor, Puyallup, Sumner, GH Fire, Dept. of Emergency Management, and Pierce County Human Services were present.

Fentanyl Crisis Meeting: The H3 program manager attended the initial meeting for planning a multidisciplinary approach to addressing the Gig Harbor-Key Peninsula Fentanyl Crisis. Many partners, working in various touch points (treatment providers, medical personnel, school personnel, elected officials, opioid task force, EMS, etc.) of the fentanyl crisis came together to talk about ways to conduct effective and creative outreach within the community.

Lunch and Learn: The H3 program teamed up with HR to present the second lunch and learn series for the City's DEIB program. May is Mental Health Awareness month, so the focus of the Lunch and Learn was breaking down mental health stigma. The attendees watched a TEDtalk on the subject and had the opportunity to engage in a discussion after. All attendees left with tools to break down mental health stigma and ways to promote self-care in the workplace.

Juntos Unidos: The H3 program partnered with the GHPD to host the city's first Hispanic and Latino outreach event *Juntos Unidos* (translation: Together United). The event was a major success, not just in attendees but also in relationship building. There were 19 organizations present with at least one Spanish speaking representative. Additionally, the city was able to have two translators onsite to help individuals navigate the event and one of the police volunteers hosted an arts and crafts table for the kids. We plan to build on the momentum of the event and host another one soon.



The following organizations were present:

Tacoma Pro Bono	Pierce County Aging Disability Resources
DSHS Mobile Services Bus	Superior Court
Food Backpack 4 Kids	Municipal Court
MiCentro	Northwest Justice Project
Northwest Immigrant Rights Project	Dept. of Licensing
Hope Sparks	FISH Foodbank
Tacoma Community College	PC Library
GHKP Support Group	Peninsula School District
Tacoma Pierce County Health Dept (TPCHD)	Rotary Club
TPCHD Behavioral and Emotional Health	

Faith Leaders Gathering: The Mayor and H3 program manager hosted the second Community Faith Leaders Gathering. This quarter's meeting focused on ways to support the upcoming Food Backpacks 4 Kids & Altrusa's *Summer Lunch Program* that the city has partnered on. The city shared the list of both in-kind and monetary needs of the program. The faith organizations represented at the meeting shared their current programs and opportunities for collaboration. In total, there were ten individuals from eight faith-based organizations represented at the meeting.

CDE Committee: The first meeting of the Mayoral ad hoc Community Diversity and Engagement (CDE) Committee primarily focused on introductions and laying the groundwork for the committee's mission, values, and vision. Members shared their backgrounds and their 'why' for taking an interest in the committee, setting a collaborative tone. Discussions centered on what committee members would like to see come out of its meetings. Everyone left with the action item of working independently on what they would like for the CDE's mission, vision, and values to include. They will bring their ideas to the next working meeting to finalize collectively.

COMMUNITY DEVELOPMENT

Interim Community Development Director Jeff Wilson

Comprehensive Plan Update: Efforts are currently underway to begin the city's comprehensive plan update, due for final adoption prior to the end of the year. The update to the plan is required by state law and will address the city's vision for how to address growth, transportation, jobs, and many other elements for the next 20 years. To complete the work on the plan update, we are currently completing the contract for the transportation element of the plan. An outline of the schedule for review of the draft elements for both the Planning Commission and the City Council will be presented to the council at its May 13 meeting. Additionally, we will be working to schedule a series of community listening sessions to hear from the public any questions or thoughts regarding the comprehensive plan update.

PLANNING

Interviews for the Senior Planner position are scheduled for May 13, and we hope to get someone on board in early June. Between the comprehensive plan update, comprehensive plan amendment docket, and changes to the development regulations, the addition of an experienced planner will be a welcome addition.

A pre-application meeting will be conducted for Phase II of Heron's Key. The proposal includes 40 new independent living units, 10 duplex villas, an expanded fitness center, and several other amenities.

At its April 30 meeting, the Historic Preservation Commission (HPC) nominated the Old Ferry Landing for inclusion on the Gig Harbor Historic Register. The HPC will discuss the nomination at a public hearing scheduled for July 30. If the property is deemed eligible for the city's register, the HPC will make a recommendation to the city council.

BUILDING

The Building & Fire Division have quite a few projects currently under review. Some of these include a remodel of the Starbucks on Borgen Blvd., Erickson Office Building(s), Burnham Drive Apartments (78 units and a recreational center), Pioneer Way Mixed-Use (2 buildings), Wollochet Self Storage (5 structures), and many, many more.

CODE ENFORCEMENT

In April, we received 12 Code Compliance Requests. The requests included illegal dumping, zoning regulation concerns, work without permits, and tenant / landlord concerns.

Sign sweeps were conducted periodically throughout the month and 26 illegal signs were removed from city right-of-way.

COURT

Court Administrator Stacy Colberg

Inmate Transports: The City of Gig Harbor contracts with both Pierce County Jail and Kitsap County Jail for housing our misdemeanor offenders. Court hearings are conducted remotely by video from the Kitsap County Jail. The Pierce County Jail does not have the capacity or staffing to accommodate Gig Harbor with remote hearings and therefore those inmates are transported to court weekly by Gig Harbor Police.

In 2024 to date, the Municipal Court has held hearings for 85 inmates from both the Pierce and Kitsap County jails. The statistics chart below shows that many more hearings are scheduled but not held. This is often due to being released on bail before the hearing is conducted.

Gig Harbor Municipal Court Inmate Hearings:

Year	Virtual Scheduled	Virtual Held	Transports Scheduled	Transports Held	Total Held (Virtual and Transports)
2022	174	158	91	59	217
2023	162	142	129	114	256
2024 YTD	59	54	35	31	85

FINANCE

Finance Director Dave Rodenbach

GENERAL FUND OPERATING REVENUE UPDATES

Sales Taxes: In 2023, sales taxes were down 3.7% from 2022. So far in 2024, sales taxes are down 2% from the same period in 2023. Given the current economy with inflation hanging on, interest rates up, and consumers becoming more austere, the sales tax outlook for the remainder of 2024 is not positive. If the downward trend continues, we are most likely looking at a 3% - 5% decline for 2024.

Utility Taxes: City utility taxes through April are \$751,027. This is nearly identical to the amount collected for the same period in 2023.

Building Permits & Plan Check Fees: Building permit and plan check fees have increased slightly from 2023. Through April 2024, we received \$247,637 as compared with \$179,558 through April 2023. These numbers are still much lower than the \$448,634 received through April 2022.

Staffing Update: We are excited to announce that Keana Magalei has accepted our employment offer and her first day will be May 20. Keana will be training to replace Peggy, who is retiring July 19.

HUMAN RESOURCES

Human Resources Director Shannon Costanti

ADVANCE YOUR CAREER

Are you looking to grow in your career? There are a variety of opportunities currently available throughout the city. [Take a look](#) and apply today! If you know someone who would be a great fit, please be encouraged to tell them about it!

Position	Type	Status
Police Officer - Entry Level	FT	Continuous
Police Officer - Exceptional Entry	FT	Continuous
Police Officer - Lateral Entry	FT	Continuous
Finance Technician	FT	Closed - Keana Magalei starting 5/20
Seasonal Worker (5 Vacancies)	FT	Closed - selection pending
Senior Planner	FT	Closed - selection pending
Wastewater Operator/OIT	FT	Closed - selection pending

ITS

Information Technology Services Manager Keith Smith

No updates this week but stay tuned!

POLICE

Police Chief Kelly Busey

Pursuit of Assault Suspect: On May 3, Officer Erwin located a suspect vehicle from an Assault 1 case that occurred in Tacoma within the preceding hour. After probable cause was affirmed, Officer Erwin began to pursue the vehicle westbound on SR-16. (This is one of the few instances we can pursue under current state law. The new pursuit laws take effect on June 6.)

Officer Erwin continued to pursue into Kitsap County and onto SR-3 toward Belfair. He was eventually assisted by a Washington State Patrol Trooper who conducted a PIT maneuver to bring the suspect vehicle to a stop. The suspect car rotated backwards and struck the front of Erwin's vehicle, causing minor damage.

From within the vehicle, a female passenger was detained. The male driver ran on foot into an industrial area surrounded by woods. After several hours of searching, the suspect was not located. (He was later identified by a Tacoma PD Officer who was the victim of the Assault.)

Fingerprint Hit: Over the past few months, there has been several attempts to steal an ATM outside of a local credit union. None have been successful. In a recent attempt, a stolen truck used in the crime was located a short distance away from the scene. Property and Evidence Technician Emma Pountain was able to successfully recover a fingerprint from the interior of the truck, which led to a positive hit on a suspect. We are not attempting to locate that suspect in connection with the crimes.

The point is that by adding this full-time position, we can process more complex scenes that would otherwise not be processed or would have to be outsourced. We are increasing our capabilities to perform those tasks in-house.

Evidence Area Upgrade: In support of our accreditation efforts, our Public Works staff helped us contract with a vendor to extend our chain link fencing in our evidence storage areas to make them more secure.

Outreach: On the evening of May 6, we sponsored an outreach event for the Hispanic community that resides in and around Gig Harbor. The event was called Juntos Unidos (United Together) and it brought 19 different social service agencies to the Civic Center for an open house style information exhibit. Spanish interpreters were available to help those who needed assistance in communicating with the exhibitors.

The Hispanic population represents the second most populous group in our city limits (5.7%). Although only 8 – 10 families attended, this event was deemed a success in that it opened the door to future communications with the Hispanic community AND it brought together social

service providers who ordinarily don't interact. The exchange between the exhibitors was lively and productive. Everyone indicated that this was a good event that should be repeated in the future.

Muchos gracias to Sergeant Eddy Dominguez and H3 Program Manager Shea Smiley for putting in a lot of effort to host this event.

Response Times: Monthly, we monitor our response times by priority type. Priority 1 is the most serious (we generally don't have a lot of those) and Priority 4 is routine business (e.g., phone messages, patrol errands, etc.). Here is our latest data:

Gig Harbor Police Calls for Service By Priority

Response Time From Call Dispatched to On Scene

From Apr 1 To Apr 30, 2024

Description	Priority 1	Priority 2	Priority 3	Priority 4	Average
	-	1 / 8:16	1 / 7:54	1 / 13:28	3 / 9:53
Abell, Carson (GH12)	-	4 / 3:01	16 / 6:13	9 / 2:53	29 / 4:45
Barber, Brian (GH16)	-	4 / 8:42	10 / 9:33	7 / 13:49	21 / 10:49
Bonsib, Matthew (GH18)	-	9 / 6:30	18 / 6:26	4 / 13:46	31 / 7:24
Burns, Mark (GH19)	-	2 / 5:17	10 / 7:09	7 / 11:37	19 / 8:36
Chapman, Garrett (GH10)	-	6 / 6:54	9 / 7:37	8 / 6:49	23 / 7:09
Dahm, Gary (GH4)	1 / 2:13	1 / 18:44	4 / 7:56	3 / 6:43	9 / 8:06
Dominguez, Eddy (GH8)	-	-	-	2 / 0:32	2 / 0:32
Dove, Kelsey (GH21)	-	4 / 6:56	2 / 9:21	7 / 5:34	13 / 6:34
Ejde, Alexa (GH24)	-	3 / 7:58	22 / 9:38	11 / 16:46	36 / 11:40
Erwin, Ryan (GH17)	-	4 / 6:41	6 / 4:58	7 / 7:30	17 / 6:25
Hicks, Joseph (GH6)	-	6 / 3:37	8 / 4:16	2 / 19:46	16 / 5:58
Mancuso, Olivia (GH23)	-	1 / 4:58	3 / 5:16	3 / 4:48	7 / 5:02
Raphael, Jasen (GH15)	-	2 / 5:48	9 / 5:38	7 / 7:37	18 / 6:25
Roberson, Ennis (GH20)	-	5 / 4:40	12 / 3:40	5 / 2:57	22 / 3:44
Sam, Patrick (GH14)	-	6 / 5:30	12 / 6:25	10 / 7:15	28 / 6:31
TOTAL Calls	1	58	142	93	294
Avg HH:MM:SS	00:2:13	00:6:10	00:6:51	00:8:48	00:7:19
Avg Seconds	133	370	411	528	439

PUBLIC WORKS

Public Works Director Jeff Langhelm

Update to the CIP StoryMap: Staff will be updating the [Capital Improvement Projects StoryMap](#) this week to show the anticipated funding sources. The funding sources will be listed under the Project Budget section and will show either the funding as approved in the current budget or as revised through discussions with city council.

State Drought Declaration: The Washington State Department of Ecology issued a statewide drought declaration on April 16, with limited exceptions, due to low snowpack and a dry extended forecast. The increase in rainfall over the past few weeks has not changed this situation. Fortunately, the city's water division staff has been preparing a drought response policy and procedures that may be finalized this month. To help get the word out about what anyone can do to help water intelligently, we wanted to share Denver Water's fun and informative music video about watering rules, "[I Water That Way](#)".

Complete Streets Ordinance: The city's Complete Streets [Ordinance 1525](#) was adopted on April 8 to establish codified requirements to plan and construct transportation facilities to accommodate many modes of transport. This ordinance was developed to be inclusive to all users of the city's transportation system and was required to continue to obtain state and federal funding. The ordinance went into effect on Wednesday, May 8.

Fee Collection at City EV Charging Stations: The city's EV Charging Infrastructure [Ordinance 1526](#) is effective this month and the city will be charging fees per [Resolution 1311](#) for electricity usage by the week of May 13.

Streets and Storm Operations Updates: (1) Staff is preparing to remove and repave sections of Grandview Street where the pavement in the wheel path is failing. The city's capital budget proposed resurfacing Grandview Street about a decade ago, but limited funding stopped this project from proceeding to construction. (2) Crews will begin the shoulder mowing program for 2024. This work not only makes the city look tidy, but also maintains sight distances in certain locations.

Parks, Grounds, and Facilities Maintenance: (1) The restoration contractor at the Eddon Park restroom is getting close to completing their work. This work should be completed by mid-May. (2) Staff continues to perform repairs on the vehicle gates at the Civic Center to the police parking area. These repairs are short-term fixes until the city finds funding to perform complete upgrades to the system, which was constructed in 2003. (3) Staff is preparing to rebuild a portion of the restroom facility at the Hollycroft restroom along the Cushman Trail. This restroom and adjacent vegetation were damaged when an errant car drove into the park at high speed.

Water Operations Updates: (1) The city's contractor is installing many new improvements at water facilities across the city, including a new ladder at the Shurgard Tank (adjacent to Cushman Trail) and a new vent at the Harbor Heights water tanks (within Grandview Forest). (2) Staff has begun the bi-annual water main flushing program, which takes about five to six weeks to complete.

Parks Appreciation Day: Despite a wet start to the day, there was a great turnout for Parks Appreciation Day, which had work parties at Grandview Forest, Soundview Forest, and Wilkinson Farm. The city teamed up on publicity and signups with PenMet Parks, which also had a big turnout at two of their parks. Volunteers added sawdust to trails, cut back invasive plants like ivy and holly, and picked up debris. Many thanks to our parks commissioners Louise Tieman, Stephen McDuffie, Kim Anderson, and Hanley Bonyng, and former parks commissioner Doug Smith, who helped direct volunteers and supervise the sites. Hanley, Kim, and Stephen are brand new to the parks commission and had only attended one or two meetings before being put in charge. Thank you also to Dan, Alex, and Hunter from the Operations crew who helped out on a Saturday! The Gig Harbor High School Interact Club and Peninsula Lutheran Church sent big groups who got a lot of work done. The Kimball Starbucks deserves a shoutout as well, for donating a coffee tote for each site!



Life Jackets at Waterfront Parks: Thanks to a program at Washington State Parks, the city was able to replenish our life jacket supply at Eddon Boat Park, Jerisich Dock, and Maritime Pier. There are five different sizes, so there should be some for everyone. Be sure to grab one next time you're playing in or near the water.

Skansie Netshed Rehabilitation: The city is working with a contractor to stabilize the Skansie Netshed, and to refurbish the outside with new paint and a new roof. The red shingles need to be imported from the east coast, so may take a while to get here. Members of the Skansie Netshed Foundation have packed up many of the artifacts for storage while the interior work is being completed. The timing of the project, especially the roofing and exterior paint, is weather dependent, so needs to happen during the summer. Unfortunately, that means that the Netshed won't be open to visitors this summer but will be open as usual next year.



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 13, 2024

SUBJECT: Ordinance 1528 Relating to the City's Criminal Code; to Adopt by Reference RCW 9A.86.010 Relating to Disclosure of Intimate Images

SUBMITTED BY: Chief of Police Kelly Busey

DEPARTMENT: Police

PHONE: (253) 853-2422

SUGGESTED MOTION: Move to approve Ordinance 1528.

BACKGROUND INFORMATION: In 2015, the Washington State Legislature created [RCW 9A.86.010](#) prohibiting the disclosure of intimate images (modified in 2016 and 2024). This prohibits the transferring, publishing, or disseminating, as well as making a digital depiction available for distribution or downloading through the facilities of a telecommunications network or through any other means of transferring computer programs or data to a computer of any intimate image as defined within RCW 9A.86.010. A first offense is punishable as a gross misdemeanor.

In order to prosecute this crime in Gig Harbor Municipal Court, it must be adopted into the Gig Harbor Municipal Code. Adoption of this ordinance and related RCW would allow violations to be prosecuted in Gig Harbor Municipal Court.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Ordinance 1528
 2. RCW 9A.86.010
-

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 6 - Provide a safe, healthy, and inclusive community

ORDINANCE 1528

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S CRIMINAL CODE; ADDING SECTION 9.26.100 TO THE GIG HARBOR MUNICIPAL CODE TO ADOPT BY REFERENCE RCW 9A.86.010 RELATING TO THE DISCLOSURE OF INTIMATE IMAGES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35A.11.020 authorizes the legislative body of code cities to adopt and enforce criminal codes related to misdemeanor and gross misdemeanor offenses; and

WHEREAS, Gig Harbor Municipal Code 9.28.010 adopts certain sections of state law relating to property crimes; and

WHEREAS, the city currently has no prescribed penalty for violations of RCW 9A.86.010 prohibiting the disclosure of intimate images; and

WHEREAS, the City of Gig Harbor desires to adopt by reference RCW 9A.86.010 in order to allow the city to prosecute crimes relating to violations of disclosing intimate images;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. The Gig Harbor Municipal Code is hereby amended to add section 9.26.100, as follows:

9.26.100 Disclosure of Intimate Images.

The following state statute, including all future amendments, repeals, or additions thereto, is hereby adopted by reference:

RCW 9A.86.010 Disclosing Intimate Images

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

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

Section 4. Correction of Errors. The city clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 13th day of May, 2024.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

RCW 9A.86.010 Disclosing intimate images. (1) A person commits the crime of disclosing intimate images when the person knowingly discloses an intimate image of another person and the person disclosing the image:

(a) Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private;

(b) Knows or should have known that the depicted person has not consented to the disclosure; and

(c) Knows or reasonably should know that disclosure would cause harm to the depicted person.

(2) A person who is under the age of eighteen is not guilty of the crime of disclosing intimate images unless the person:

(a) Intentionally and maliciously disclosed an intimate image of another person;

(b) Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private; and

(c) Knows or should have known that the depicted person has not consented to the disclosure.

(3) This section does not apply to:

(a) Images involving voluntary exposure in public or commercial settings; or

(b) Disclosures made in the public interest including, but not limited to, the reporting of unlawful conduct, or the lawful and common practices of law enforcement, criminal reporting, legal proceedings, or medical treatment.

(4) This section does not impose liability upon the following entities solely as a result of content provided by another person:

(a) An interactive computer service, as defined in 47 U.S.C. Sec. 230(f)(2);

(b) A mobile telecommunications service provider, as defined in RCW 82.04.065; or

(c) A telecommunications network or broadband provider.

(5) It shall be an affirmative defense to a violation of this section that the defendant is a family member of a minor and did not intend any harm or harassment in disclosing the images of the minor to other family or friends of the defendant. This affirmative defense shall not apply to matters defined under RCW 9.68A.011.

(6) For purposes of this section:

(a) "Disclosing" includes transferring, publishing, or disseminating, as well as making a digital depiction available for distribution or downloading through the facilities of a telecommunications network or through any other means of transferring computer programs or data to a computer;

(b) "Intimate image" means any photograph, motion picture film, videotape, digital image, or any other recording or transmission of another person who is identifiable from the image itself or from information displayed with or otherwise connected to the image, and that was taken in a private setting, is not a matter of public concern, and depicts:

(i) Sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation; or

(ii) A person's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or postpubescent female nipple.

(7) The crime of disclosing intimate images:

(a) Is a gross misdemeanor on the first offense; or

(b) Is a class C felony if the defendant has one or more prior convictions for disclosing intimate images.

(8) Nothing in this section is construed to:

(a) Alter or negate any rights, obligations, or immunities of an interactive service provider under 47 U.S.C. Sec. 230; or

(b) Limit or preclude a plaintiff from securing or recovering any other available remedy. [2016 c 91 § 1; 2015 2nd sp.s. c 7 § 1.]



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 13, 2024

SUBJECT: Professional Services Contract Amendment #3 for Commercial Fishing Homeport

SUBMITTED BY: Associate Engineer Stephanie Seibel, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7626

SUGGESTED MOTION: Move to authorize the mayor to execute professional services contract amendment #3 with Facet (formerly Davido Consulting Group, Inc.) in an amount not to exceed \$34,448.00.

BACKGROUND INFORMATION: This proposed amendment addresses the extended amount of time that it has taken to get through the federal permit review processes and develop additional mitigation. With the extended amount of time that it has taken to get through the federal permit review process, and thus the local permit process, we have expended more of the contract budget for design and permitting than anticipated by this time.

Additionally, based on conversations with National Marine Fisheries, this project will require additional mitigation.

FISCAL CONSIDERATION: In the City's 2023-24 Budget, Parks Development – Capital Objectives 10 is identified to complete the design and permitting, water rights processing, and construction for the Commercial Fishing Homeport Design and Permitting.

2023-24 Budget Project Funding:

Commercial Fishing Homeport Design and Permitting	\$30,000
Construction (Contract/Testing/Change Order Authority)	\$3,170,000

Total 2023-24 Budget:	\$3,200,000
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Project Expenses:

DCG Commercial Fishing Homeport Contract (January 2022)	(\$147,922)
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DCG Commercial Fishing Homeport Contract Amendment 01 (September 2022)	(\$44,261)
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DCG Commercial Fishing Homeport Contract Amendment 02 (July 2023)	(\$27,182)
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DCG Commercial Fishing Homeport Contract Amendment 03 (May 2024)	(\$34,448)
--	------------

Construction (Contract/Testing/Change Order Authority)	TBD
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Available budget:	\$2,946,187
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Expenditure Required: \$ 34,448.	Amount Budgeted: \$ 3,200,000.00	Appropriation Required: \$ 0
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ATTACHMENTS:

1. 2024_PSC_Facet(DCG)_5-13-2024
2. PSC Exhibit A & B

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
FACET**

THIS THIRD AMENDMENT is made to that certain Professional Services Contract dated June 14, 2022 (the "Agreement"), as amended on September 13, 2022, and again on July 17, 2023 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Facet, a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Design of the Commercial Fishing Homeport Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed thirty four thousand four hundred and forty eight Dollars (\$ 34,448.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount of (\$ 253,813.00).

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 31, 2025.

[Remainder of page left intentionally blank]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Title: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Exhibit A

COMERCIAL FISHING HOMEPORT CPP-2204 Amendment #3

Client: City of Gig Harbor
Address of Project: Gig Harbor Commercial Fishing Homeport

Accepted	Service Description	Hourly	Fixed	Fixed Rate or Hourly Est.
☒	2024 Permit Support Description: Army Corps Permit Support- Management work needed to complete consultation, federal comment period and ultimately receive all approvals under section 10. This is anticipated to be work related to procedurally moving the federal permit along to get NMFS and NOAA to sign off on revised mitigation plan. The CORPS will then initiate a 30 day comment period and issue the permit. Our work will be to move this process along and correspond with our reviewer. NMFS Coordination- Anticipated work is to revise the previous mitigation plan and achieve approval through meetings with NMFS and NOAA. Recent meetings have indicated that the plan to restore the City outfall at the Maritime pier, previously proposed and accepted by WDFW, is not going to provide enough mitigation. The services are using the Puget Sound nearshore mitigation calculator only and not providing project specific review of the outfall mitigation, which is in conflict with indications given last fall. NMFS has proposed that macrovegetation plantings may be sufficient to provide the supplementary mitigation, through the calculator, needed to ensure the project creates no net loss. This is in addition to the Jerkovich pier removal, and beach substrate already proposed. HPA application and Support - Yet to commence. We will apply online through APPS after a SEPA determination is made. WDFW has 45 days to approve. Local Permit Support- Support to planning department which is waiting for a concluded NMFS review to really commence.	☒	☐	<u>\$34,448</u>

Schedule: Work has begun and is anticipated to conclude by July 2024.

Total: \$34,448

Hourly Rate Schedule: Per original contract terms.

Major Assumptions: This scope does not include construction support.

FACET Representative

Steven M. Robert
Digitally signed by
steve
Date: 2024.05.01
16:08:45 -07'00'

Steve Robert, PE
(206) 523-0024 ext 138
steve@dgcwatershed.com

Terms and Conditions are per the original agreement

Seattle	Kirkland	Mount Vernon	Freeland	Federal Way	Spokane
9706 4th Ave NE, Ste 300 Seattle, WA 98115 Tel 206.523.0024	750 6 th St S Kirkland, WA 98033 Tel 425.822.5242	2210 Riverside Dr, Ste 110 Mount Vernon, WA 98273 Tel 360.899.1110	1796 E Main St, Ste 105 Freeland, WA 98249 Tel 360.331.4131	31620 23rd Ave S, Ste 307 Federal Way, WA 98003 Tel 253.237.7770	601 W Main Ave, Ste 617 Spokane, WA 99201 Tel 509.606.3600

DAVIDO CONSULTING GROUP, INC.
PROFESSIONAL ENGINEERING SERVICES INVOICE TRACKING
PROFESSIONAL CONSULTING SERVICES ESTIMATE

Project: Gig Harbor Commerical Fishing Homeport
Client: City of Gig Harbor
DCG PM: Drew McDonald

DCG LABOR CATEGORIES

Task No.	Task Description	Principal Engineer VI	Engineer IV	Engineer III	Engineer II	Ecologist III	Ecologist II	Project Coordinator	Total Hours	Sub total
1	Army Corps Permit Support								19	\$2,894
	a Permitting	3	16						19	\$2,894
2	NMFS Coordination								24	\$25,560
	a Support of consultation review	8	16						24	\$3,824
	b Revised mitigation plan	16	40			20	80		156	\$21,736
3	HPA Support								17	\$2,522
	a Permitting	1	16						17	\$2,522
4	Local Permit Support								22	\$3,372
	a Permitting	4	18						22	\$3,372
Subtotal										\$34,348

TOTAL ESTIMATED HOURS BY LABOR CATEGORY	32	106	0	0	20	80	0	82
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PROJECT PERCENTAGE BY EMPLOYEE BASED ON HOURS	39%	129%	0%	0%	24%	98%	0%	290%
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HOURLY RATE	\$186.00	\$146.00	\$135.00	\$106.00	\$122.00	\$131.00	\$133.00
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TOTAL ESTIMATED CHARGES BY LABOR CATEGORY	\$5,952	\$15,476	\$0	\$0	\$2,440	\$10,480	\$0	\$34,348
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Subtotal: \$34,348

DCG Expenses: \$100

TOTAL ESTIMATED MAXIMUM FEES: \$34,448



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 13, 2024

SUBJECT: Public Works Construction Contract Award for Soundview Drive AC Water Main Replacement

SUBMITTED BY: Associate Engineer Stephanie Seibel, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7626

SUGGESTED MOTION: Move to authorize the following related to the city's Soundview Drive Asbestos-Cement Water Main Replacement Project:

1. The mayor to execute a Public Works Construction Contract with Pape & Sons Construction, Inc. in an amount not to exceed \$3,155,175.49;
2. The mayor to execute a Professional Services Contract for materials testing with Materials Testing and Consulting, Inc. in an amount not to exceed \$20,142;
3. The city engineer to approve additional Public Works Construction Contract expenditures up to \$150,000;
4. The mayor to execute a Professional Services Contract for construction support with Carollo, Inc. in an amount not to exceed \$55,280.

BACKGROUND INFORMATION: In the City's 2023-24 budget, Objective 6 in the Water Capitol Fund identifies Soundview Drive Asbestos-Cement Water Main Replacement to resolve a series of operational issues for the water system in Soundview Drive, while also removing all the aging and soft asbestos cement water main within Soundview Drive.

The additional proposed additive bid schedules for the Olympic Dr./Hollycroft St. Water Main Installation and the Olympic Village Loop Water Main Improvements are identified as a Capital Objective for the 2025/2026 budget cycle. These projects would remove the remaining thin-walled PVC water main within Olympic Drive and Hollycroft Street and relocate the public water main from Olympic Village private property to public Right-of-way.

To gain economy of scale and to reduce the impact of construction on the residents of Gig Harbor in this area of town, Public Works staff proposed to move all three of these projects forward by designing and constructing them along with the Soundview Project. This concept was brought to the Council at the April 24, 2023 Council Meeting and was approved.

The three projects were broken out in the bid documents as a base bid schedule A (original AC replacement), additive bid schedule B (Soundview Dr/Olympic Village), and additive bid schedule C (Olympic Dr./Hollycroft St.).

BID RESULTS: The Project was competitively bid using the City's Public Works

Bidding process. On April 30, 2024, the City received six (6) responsive bids for the Project.

Bidder	Total Bid Amount
Active Construction, Inc.	\$ 3,850,850.00
Pape & Son's Construction, Inc.	\$ 3,155,175.49
Northwest Cascade	\$ 4,196,992.76
Kar-vel Construction	\$ 3,832,528.58
Miles Resources, LLC	\$ 4,614,793.22
In Depth Excavation	\$ 4,097,520.41

FISCAL CONSIDERATION: In the City's 2023-24 Budget, Water Division – Capital Objectives 6 is identified to complete the design and permitting for the Soundview improvements in 2023 for construction in 2024. The project will be funded by water capital funds.

Staff recommends awarding all three Bid Schedules.

The budget allocations for these projects are as follows:

2023-24 Budget Project Funding:	
Soundview Drive Asbestos-Cement Watermain Replacement - Water Capital, Objective 6	\$ 2,950,000.00
Total 2023-24 Budget:	\$ 2,950,000.00
Proposed 2025-26 Budget Objective	
Olympic Dr/Hollycroft St Water Main Installation	\$ 68,000
Olympic Village Loop Water Main Improvements	\$ 269,000
Total 2025-26 Budget:	\$ 337,000
Proposed Total Project Budget:	\$ 3,287,000.00
Project Expenses:	
Professional Services Contract – Carollo, Inc. / design contract [previously awarded]	(\$ 592,886.00)
Water Operations order of long lead item materials	(\$ 76,000.00)
Professional Services Contract – Carollo, Inc. / construction support contract	(\$ 55,280.00)
Public Works Construction Contract – Pape & Sons Construction, Inc. / construction contract	(\$ 3,155,175.49)
Materials Testing Services – Materials Testing & Consulting, Inc.	(\$ 20,142.00)
City Engineer Change Order Authority Amount *	(\$ 150,000.00)
Total budget**:	(\$ 3,456,597.49)

*The change order authority provides for, if required, addressing any unforeseen additional Public Works Construction Contract work.

** The 2023-24 budget amount did not account for construction escalation costs due to unanticipated inflation and significant increases to fuel and asphalt prices. Sufficient funds exist in the ending fund balance for the Water Division Capital funds and water operating funds.

Expenditure Required: \$ 3,456,597.49	Amount Budgeted: \$ 3,287,000.00	Appropriation Required: \$
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ATTACHMENTS:

1. Carollo-Const. Support PSC_05-13-24
2. MTC-Prof Serv Contract_05-13-24
3. Pape-Public Works Contract

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CAROLLO ENGINEERS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Carollo Engineers, a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the Soundview Drive AC Watermain Replacement project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifty-five Thousand Two Hundred Eighty Dollars and Zero Cents (\$55,280.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2025; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease- each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Austin Wong, PE
Carollo Engineers
12005 5th Avenue, Ste 900
Seattle, WA 98101

City of Gig Harbor
ATTN: Aaron Hulst, PE
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the

express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

By: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF SERVICES SOUNDVIEW DRIVE WATERMAIN REPLACEMENT ENGINEERING SERVICES DURING CONSTRUCTION (ESDC) CITY OF GIG HARBOR CITY PROJECT NO. CWP-2303

The City of Gig Harbor (City) has retained Carollo Engineers (Consultant) to provide engineering services during construction (ESDC) for the Soundview Drive Watermain Replacement project (Project).

The City of Gig Harbor is replacing approximately 6,400 linear feet (LF) of 8-inch asbestos-cement (AC) and 10-inch thin-walled polyvinyl chloride (PVC) watermain. Approximately 3,130 LF of existing 8-inch diameter AC main runs along Soundview Drive between Erickson Street and 5900 Soundview Drive. Approximately 3,120 LF of existing 10-inch thin-walled PVC main runs along Soundview Drive between 5900 Soundview and 5524 Soundview Drive and on Hollycroft Street between Soundview Drive, crossing Olympic Drive, to approximately 2727 Hollycroft Street. The City also wishes to install a meter vault for monitoring purposes at 64th Street NW and Soundview Drive and 61th Street Court NW and Soundview Drive, four double check valve assembly vaults, and all service and water main connections long the existing alignment.

This Scope of Services provides construction support services for the Soundview Drive Watermain Replacement. The City of Gig Harbor (City) will lead construction management, including but not limited to inspection, material testing, responding to requests for information (RFIs) and submittal reviews. The Consultant will provide construction support to the City for the duration of the Project. Construction support includes site visits, submittal reviews, responding to request for information, design clarification, change orders, and attend construction meetings.

This work is expected to begin June 2024 and end October 2024 (5 months).

SCOPE OF SERVICES SUMMARY

This Scope of Services provides for Engineering Services During Construction and is divided into the following tasks:

TASK 100 – PROJECT MANAGEMENT

TASK 900 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

General Project Assumptions for all tasks in this Scope of Services are included below. Assumptions specific to each task are included at the end of each task.

GENERAL PROJECT ASSUMPTIONS

1. Carollo Engineers and its subconsultants will be referred to as "Consultant" in this document.
2. The City of Gig Harbor, Washington and its staff will be referred to as "City" in this document.
3. All deliverables are provided in electronic PDF format, unless otherwise indicated. The City shall be the final signature on all deliverables to the Contractor
4. Consultant shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.

EXHIBIT A

5. The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.
6. The project will use Washington State Department of Transportation (WSDOT) (most recent edition) Standard Specifications for Road, Bridge, and Municipal Construction and the City's 2018 Public Works Standards, and Project Construction Documents.
7. City review comments for deliverables will be received and noted in the original file (e.g., Bluebeam, Word, etc.). Consultant will respond to City review comments in same original file. The original file including City comments and Consultant responses will serve as the Record of Comment for each deliverable.
8. Hour durations for meetings and site visits in this Scope of Services are based on estimated time on-site. Allowances for travel time, as appropriate, are accounted for in the budget in Exhibit B.
9. All meetings will be held remotely through Microsoft Teams or a similar video-conferencing platform, unless specifically specified.
10. The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

An anticipated project schedule is included at the end of this Scope of Services.

PHASE 1 SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT

The purpose of this task is to manage and coordinate construction support services required for project completion in accordance with the schedule, budget, and quality expectations that are established. Task 100 includes the following subtasks:

Subtask 110 – Project Monitoring and Reporting

- Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets and submit reports to the City's Project Manager with monthly invoices. Document expenditures on a task basis and show hours by project personnel and other direct expenses related to work. Reports and invoicing will be formatted in a manner that is acceptable to the City.

Subtask 120 – Quality Management

- Manage and execute quality control procedures for all deliverables.
- Manage Record of Comments to track City review comments and Consultant's responses for all project deliverables.

Assumptions:

1. Total project duration for construction is assumed to be 5 months.

EXHIBIT A

Meetings:

1. No progress meetings will be conducted during this work outside of the weekly construction meetings under Task 900.

Deliverables:

1. Monthly invoices and progress reports.

Task 900 - ENGINEERING SERVICE DURING CONSTRUCTION (ESDC)

The purpose of this task is to prepare for, conduct, and document decisions and action items arising from meetings and site visits during construction and associated with the project.

1. Provide project and communication for the duration of construction.
2. Prepare for and attend the pre-construction conference.
3. Review and respond to construction submittals. This task assumes that the City will coordinate and manage the shop drawing and submittal review process and will distribute specific submittals for the Consultant to review on an as needed basis. Consultant will complete reviews of submittals and resubmittals and provide the City with a response on the City's submittal form. Engineer will review and comment shall be per WSDOT Standard Specification 1-05. Up to five submittals are assumed to be reviewed by the Consultant with no re-submittal reviews.
4. Review and respond to Contractor Requests for Information (RFI). This task assumes that the City will coordinate and manage the RFI process between the City and the Contractor. Consultant will complete reviews of the RFI and provide a City with a response. Up to four RFIs are assumed.
5. Review Change Order Requests (CO). Consultant will review change order requests in conjunction with the City's representative to determine changes in scope and conditions. Consultant will prepare independent cost estimates to be used by the City in negotiating with the Contractor. This task assumes that the City will prepare and process approved change orders and incorporate them into the contract. Up to two CO are assumed.
6. Prepare Design Clarifications (DC). Consultant will coordinate the preparation of clarifications of drawings and specifications. Clarifications will be provided electronically in PDF format. Up to four DC are assumed.
7. Consultant will provide as needed construction observations at the direction of the City. Up to three field reviews will be provided by the Consultant.
8. Construction Record Drawings (CRDs). Consultant will review the Contractor supplied as-built redline drawings and will prepare draft construction Record Drawings. The draft construction Record Drawings will be reviewed by the internal QA/QC team and then submitted to the City for review. One revision of the draft construction record drawings will be completed based on City comment and a final copy of the CRDs will be submitted to the City.
9. Attend weekly construction meetings as determined by the City (10 construction meetings assumed, attended by one Carollo engineer).

Assumptions

1. The Contractor will complete the construction within the contract time, which is assumed to be 150 working days following notice to proceed. Any effort required by the Consultant beyond the

EXHIBIT A

contract time assumed in this Scope of Services will require a modification for the additional level of effort, if the original budget has been exhausted.

2. This task assumes that the City will lead the construction management including construction administration, documentation, and providing daily onsite construction observers.
3. This task assumes that the City will review, comment on, and approve the Contractor's monthly payment applications based on the approved schedule of values.
4. This task assumes that the City will provide all required submittal review and observation for site civil related construction activities, including site grading, trenching, pipeline installation and backfill, and site restoration and paving.
5. One Consultant will attend the weekly construction meetings as needed. Weekly construction meetings are assumed to be an hour long and virtually.
6. No community involvement activities will be required during construction.
7. Conformed construction documents will consist of reissued addenda drawings and specifications and redlined mark ups of the electronic (PDF) drawings and specifications of changes made by Addendum during the bidding process.
8. This scope of work assumes that the City will be responsible for the warranty period inspection, including coordinating the completion of and observing any necessary corrective actions.
9. This scope of services does not include monitoring of Minor Change / Force Account work authorized by the City that requires additional observation or special testing beyond that which is stated above.
10. Contractor will be responsible for maintaining accurate as-built information throughout construction and will provide information to the City and Consultant in a timely manner in accordance with the Contract Documents.
11. Consultant will submit Record Drawings to the City within 60 calendar days following receipt of the Contractor's as-built markups. Consultant assumes that Contractor will provide up-to-date accurate as-builts, and will return as-builts to Contractor if found to be deficient.
12. Budget is based on the need to make Record Drawing revisions in AutoCAD to a total of 16 drawings, which generally excludes general and typical detail sheets, and temporary construction sheets such as traffic control and erosion control and demolition.
13. Consultant shall submit draft and final Record Drawings to the City in PDF format. The final Record Drawings will also be provided in AutoCAD format.

Meetings

1. Pre-construction conference.
2. Weekly construction meetings .
3. Construction observations as described above.

City Deliverables

1. Distribution of required submittal, RFI, CO, and DC reviews.

Deliverables

1. Reviewed shop drawings/submittals.
2. Responses to Contractor RFIs.
3. Design Clarifications.
4. Comment on execution of Change Orders (as needed).
5. Conformed Contract Documents.
6. Draft and Final Construction Record Drawings.

PROJECT SCHEDULE

EXHIBIT A

The project budget is based on and assumes that the efforts associated with this Scope of Services will be completed within 5 months from notice to proceed.

Anticipated Construction NTP	June 2024
Substantial Completion	October 2024

EXHIBIT B														
TASK / DESCRIPTION		PM	QM	PE	Staff Eng	CAD/Graphics	Word Processor	Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS				TOTAL COST
		Waligorski	Taylor	Wong	Bullough	Staff	Madoox			Travel and Printing	Project Equipment and Communication	Equipment		
Total Labor Rate		\$ 280.00	\$ 300.00	\$220.00	\$ 175.00	\$ 140.00	\$ 110.00				\$14.00		Total ODC	
Task 100 - Project Management														
110	Project Monitoring and Reporting	8		12			5	25	\$ 5,430	\$ -	\$ 350	\$ 350	\$ 5,780	
120	Quality Management	8	4	8				20	\$ 5,200	\$ -	\$ 280	\$ 280	\$ 5,480	
Subtotal - Task 100		16	4	20	0	0	5	45	\$ 10,630	\$ -	\$ 630	\$ 630	\$ 11,260	
Task 900 - Engineering Services During Construction														
	Prepare for and attend preconstruction conference	4		4				8	\$ 2,000	\$ 100	\$ 112	\$ 212	\$ 2,212	
	Attend weekly construction meetings			10				10	\$ 2,200	\$ 500	\$ 140	\$ 640	\$ 2,840	
	Review and respond to construction submittals	2		10				12	\$ 2,760	\$ -	\$ 168	\$ 168	\$ 2,928	
	Review and respond to contractor requests for information (Up to 4)	4		16	8		4	32	\$ 6,480	\$ -	\$ 448	\$ 448	\$ 6,928	
	Review change order requests (Up to 2)	4		16	4		2	26	\$ 5,560	\$ -	\$ 364	\$ 364	\$ 5,924	
	Prepare design clarifications (Up to 4)	4		32	8		4	48	\$ 10,000	\$ -	\$ 672	\$ 672	\$ 10,672	
	Provide as needed construction observation field visits (Up to 3)			18				18	\$ 3,960	\$ 300	\$ 252	\$ 552	\$ 4,512	
	Construction record drawings			8	8	30		46	\$ 7,360	\$ -	\$ 644	\$ 644	\$ 8,004	
Subtotal - Task 900		18	0	114	28	30	10	200	\$ 40,320	\$ 900	\$ 2,800	\$ 3,700	\$ 44,020	
Total		34	4	134	28	30	15	245	\$ 50,950	\$ 600	\$ 3,430	\$ 4,330	\$ 55,280	

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MATERIALS TESTING & CONSULTING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Materials Testing & Consulting, Inc., a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the material testing services for the construction of the Soundview Drive Asbestos-Cement Watermain Replacement project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty Thousand One Hundred Forty-two Dollars and Zero Cents (\$20,142.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's billing rates shall be as described also in **Exhibit A**. The Consultant shall not bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2025; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Deane Ramsdell
Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233
360-755-1990

City of Gig Harbor
ATTN: Aaron Hulst, City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A SCOPE OF WORK AND FEE SCHEDULE

Date:April 11, 2024

Client Name:City of Gig Harbor

Address:3510 Grandview Street, Gig Harbor, WA 98335

Email:Jake Nelson <jnelson@gigharborwa.gov>

Architect:NA

Project Name:Base Bid - Watermain Replacement-(Soundview Dr., Erikson St., and 5800 Soundview Dr.) CWP-2303

Contact:Jacob Nelson

Phone:(253) 853-6174

Geotech of Record:NA

Based on Plans Dated:4.1.2024

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
IPDS	Utility Trench Compaction	Hour	36	\$ 90.00	\$ 3,240.00
IPDS	Site Subgrade & Rock Course Compaction	Hour	12	\$ 90.00	\$ 1,080.00
IPDA	Asphalt Paving	Hour	16	\$ 90.00	\$ 1,440.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	2	\$ 90.00	\$ 180.00
RC	Concrete paving etc.	Hour	12	\$ 95.00	\$ 1,140.00
Subtotal - Special & Construction Inspection:					\$ 7,080.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	2	\$ 358.00	\$ 716.00
RICE	Rice Density	Each	2	\$ 125.00	\$ 250.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	20	\$ 33.00	\$ 660.00
Subtotal - Laboratory Testing:					\$ 1,626.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	5	\$ 95.00	\$ 475.00
Subtotal - Project Management & Consulting Services:					\$ 475.00
Budget Estimate for Services - Total:					\$ 9,181.00

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, for night work (work prior to 6:00AM, and after 6:00PM) and for Saturday work. Sundays and legal holidays will be charged a double-time premium at two (2) times the regular rate.
- MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell

Deane Ramsdell
(360) 508-6336
deane.ramsdell@mtc-inc.net

Client Authorized Signature

Printed Name & TitleDate



Date:
Client Name:
Address:
Email:
Architect:
Project Name:

April 11, 2024
City of Gig Harbor
3510 Grandview Street, Gig Harbor, WA 98335
Jake Nelson <jnelson@gigharborwa.gov>
NA
Sched. B - Watermain Replacement-Soundview Dr. between 5800 and 5524 SoundviewDr.) CWP-2303

Contact:
Phone:
Geotech of Record:
Based on Plans Dated:

Jacob Nelson
(253) 853-6174
NA
4.1.2024

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection						
Bill Code	Item / Description	Unit	Quantity	Rate		Total
IPDS	Utility Trench Compaction	Hour	20	\$ 90.00	\$	1,800.00
IPDS	Site Subgrade & Rock Course Compaction	Hour	8	\$ 90.00	\$	720.00
IPDA	Asphalt Paving	Hour	12	\$ 90.00	\$	1,080.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	2	\$ 90.00	\$	180.00
RC	Concrete paving etc.	Hour	8	\$ 95.00	\$	760.00
Subtotal - Special & Construction Inspection:						\$ 4,540.00
Laboratory Testing						
Bill Code	Item / Description	Unit	Quantity	Rate		Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	2	\$ 358.00	\$	716.00
RICE	Rice Density	Each	2	\$ 125.00	\$	250.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	10	\$ 33.00	\$	330.00
Subtotal - Laboratory Testing:						\$ 1,296.00
Project Management & Consulting Services						
Bill Code	Item / Description	Unit	Quantity	Rate		Total
PM - STR	Project Management	Hour	4	\$ 95.00	\$	380.00
Subtotal - Project Management & Consulting Services:						\$ 380.00
Budget Estimate for Services - Total:						\$ 6,216.00

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, for night work (work prior to 6:00AM, and after 6:00PM) and for Saturday work. Sundays and legal holidays will be charged a double-time premium at two (2) times the regular rate.
- MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell
Deane Ramsdell
(360) 508-6336
deane.ramsdell@mtc-inc.net

Client Authorized Signature

Printed Name & Title

Date



Date:April 11, 2024

Client Name:City of Gig Harbor

Address:3510 Grandview Street, Gig Harbor, WA 98335

Email:Jake Nelson <jnelson@gigharborwa.gov>

Architect:NA

Project Name:Sched. C - Watermain Replacement-(Hollycroft St. between Soundview Dr. and 2727 Hollycroft St.) CWP-2303

Contact:Jacob Nelson

Phone:(253) 853-6174

Geotech of Record:NA

Based on Plans Dated:4.1.2024

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
IPDS	Utility Trench Compaction	Hour	18	\$ 90.00	\$ 1,620.00
IPDS	Site Subgrade & Rock Course Compaction	Hour	8	\$ 90.00	\$ 720.00
IPDA	Asphalt Paving	Hour	12	\$ 90.00	\$ 1,080.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	2	\$ 90.00	\$ 180.00
RC	Concrete paving etc.	Hour	6	\$ 95.00	\$ 570.00
Subtotal - Special & Construction Inspection:					\$ 4,170.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
RICE	Rice Density	Each	1	\$ 125.00	\$ 125.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	5	\$ 33.00	\$ 165.00
Subtotal - Laboratory Testing:					\$ 290.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	3	\$ 95.00	\$ 285.00
Subtotal - Project Management & Consulting Services:					\$ 285.00
Budget Estimate for Services - Total:					\$ 4,745.00

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, for night work (work prior to 6:00AM, and after 6:00PM) and for Saturday work. Sundays and legal holidays will be charged a double-time premium at two (2) times the regular rate.
- MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
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- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell

Deane Ramsdell
(360) 508-6336
deane.ramsdell@mtc-inc.net

Client Authorized Signature

Printed Name & TitleDate

SAMPLE PUBLIC WORKS CONTRACT

SOUNDVIEW ASBESTOS-CEMENT WATERMAIN REPLACEMENT PROJECT CWP-2303

THIS AGREEMENT, made and entered into, this ____ day of _____, 2024, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Pape & Sons Construction, Inc., organized under the laws of the State of Washington, located and doing business at, 9401 Bujacich Road, Ste 1A, Gig Harbor, W 98332 hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of repair and maintenance of Asbestos-Cement Water mains within the City of Gig Harbor. This work consists of the replacement of approximately 5,800 linear feet (LF) of 8-inch asbestos-cement (AC) and 10-inch thin-walled polyvinyl chloride (PVC) watermain. Approximately 3,600 LF of existing 8-inch diameter AC main runs along Soundview Drive between Erickson Street and 5800 Soundview Drive. Approximately 2,200 LF of existing 10-inch thin-walled PVC main runs along Soundview Drive between 5800 Soundview and 5524 Soundview Drive and on Hollycroft Street between Soundview Drive, crossing Olympic Drive, to the east side of Cushman Trail Park. Along with the installation of a meter vault for monitoring purposes at 64th and Soundview Boulevard all in accordance with the Contract Plans, Special Provisions, and the Standard Specifications, including the schedule of prices in the "Proposal," the sum of Three Million One-hundred fifty-five thousand One hundred seventy five dollars and forty-nine cents (\$3,155,175.49), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of

Transportation's "2024 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.

5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Tracie Markley, Mayor
City of Gig Harbor

(Signature of Official)

(Print Name)

(Title)

(Email Address)

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

An aerial photograph of a coastal town, likely Victoria, British Columbia, taken during the "blue hour" of sunset. The sun is low on the horizon, casting a warm, golden glow across the sky and reflecting off the water. The town is nestled in a valley, with a large harbor area visible in the foreground. The water is calm, and the surrounding hills are covered in dense forest. The overall mood is serene and picturesque.

Draft 2024 Comprehensive Plan Update Schedule

Presented By:
Community Development
Jeff Wilson, AICP
Interim Director

City Council
May 13, 2024

TENTATIVE SCHEDULE

Date	Tentative Council & Planning Commission Meeting Schedule & Topics
5/13	Council Meeting: Present Draft Update Schedule
6/6	Planning Commission: Introduction / Land Use / Future Land Use Map / Capacity
6/17	Planning Commission: The Harbor / Environment / Shoreline Management
6/27	Council working session: Introduction / Land Use / Future Land Use Map / Capacity
7/11	Council working session: The Harbor
7/18	Planning Commission: Housing / Land Use updates
7/22	Council working session: Environment / Shoreline Management
8/1	Planning Commission: Parks, Recreation, and Open Space / Arts and Culture
8/15	Council working session: Housing / Land Use updates
8/19	(Commission/Council break)
8/26	(Commission/Council break)
9/5	Planning Commission: Capital Facilities / Essential Public Facilities / Utilities
9/12	Council working session: Parks, Recreation, and Open Space / Arts and Culture
9/19	Planning Commission: Transportation
9/26	Council working session: Capital Facilities / Essential Public Facilities / Utilities
10/3	Planning Commission: Economic Development / Community Design / Implementation
10/7	Council working session: Transportation
10/17	Planning Commission: Draft Comprehensive Plan
10/24	Council working session: Economic Development / Community Design / Implementation
11/14	Council working session: Draft Comprehensive Plan
11/7	Planning Commission Public Hearing: Draft Comprehensive Plan
12/9	City Council Public Hearing: Draft Comprehensive Plan



UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>

Day	Date	Time	Group	Agenda Items
M	May 13	5:30pm	City Council	<i>See Agenda</i>
TH	May 16	3:00pm	City Council Study Session	- Youth Council Presentation – UW Seattle EMPA - PW Standards Update - Canterwood-Baker Way Development Sewer Utility Extension Agreement - Special Event Code Updates
TH	May 16	5:30pm	Planning Commission	Schedule Review/Additional Meetings in 2024
TU	May 21	1:30 pm	Hearing Examiner	Verizon Cell Tower General Variance
TH	May 23	3:00pm	City Council Study Session	Presentation from Chamber of Commerce
TH	May 23	5:30pm	Design Review Board	Cyber Car Wash and Drive Through Coffee Stand
TU	May 28	5:30pm	City Council	Consent: - Resolution 1313 Adopting Canterwood-Baker Way Development Sewer Utility Extension Agreement - Resolution 1314 Adopting Water Utility Extension Agreement with Pierce County Fire District #5 Business Items: - Professional Services Contract for Transportation Element Update – Fehr & Peers
TH	May 30	3:00pm	City Council Study Session	2025-2030 TIP Update - Lift Station 5 Feasibility Study 38th Ave Emergency Pavement Repair
W	June 5	5:30pm	Parks Commission	- Jerisich Dock Fee Discussion - Austin Honoring Art Lighting - Kayak launch dock attachment request - Volleyball at Crescent Creek Park
TH	June 6	5:30pm	Planning Commission	
M	June 10	5:30pm	City Council	Presentation: Pierce County Library Update
W	June 12	10:00am	Arts Commission	
TH	June 13	12:00pm	Lodging Tax Advisory Committee	
TH	June 13	3:00pm	City Council Study Session	- Proposed Projects Discussion w/Josh Weiss & Annika Vaughn - Jerisich Dock Fee Discussion - Updated Financial Policies - Fee Schedule Updates

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>

Day	Date	Time	Group	Agenda Items
TH	June 13	5:30pm	Design Review Board	
TH	June 20	5:30pm	Planning Commission	
M	June 24	5:30pm	City Council	Business Items: • Resolution XXXX Adopting the 2025-2030 TIP • Resolution XXXX Adopting Updated Fee Schedule
TH	June 27	3:00pm	City Council Study Session	
TH	June 27	5:30pm	Design Review Board	
M	July 8	5:30pm	City Council	
TH	July 11	3:00 pm	City Council Study Session	• Masonic Lodge Proposal
M	July 22	5:30pm	City Council	
TH	July 25	3:00 pm	City Council Study Session	• Aquifer Level Review at City Wells and PFAS Testing

City of Gig Harbor Two-Year Strategic Plan 2023-2024

Adopted by Resolution 1280 on June 12, 2023

Vision Statement: *The City of Gig Harbor leads the way in livability, environmental stewardship, economic vitality, and municipal services.*

Priorities	Goals	Actions – Routine/Annual	Actions - Project
Foster a healthy city organization	- Be an exceptional employer - Retain existing workforce - Attract qualified applicants - Ensure safe work environment - Encourage staff training - Encourage and obtain employee feedback - Fill all vacancies in a timely manner	- Re-qualify for AWC Well City designation - Conduct annual employee satisfaction survey	- Develop a staff retention and attraction program - Review and update the city's DEI program - Update personnel policies manual - Update safety manual and accident prevention program - Revise employee evaluation process - Develop management training for all new supervisors - Update job descriptions and conduct salary & benefits study
Ensure sustainable future for public services and facilities	- Provide more effective municipal services - Increase city communication effectiveness - Listen to community needs and expectations - Source funding for parks, streets/transportation, and utilities - Ensure infrastructure to support community needs	- Update utility rates as needed - Continually improve permit and land use approval processes - Increase resources for capital projects - Review/amend TIP to improve motorized and non-motorized transportation	- Create a city-wide communications plan - Update public works standards - Conduct HOA fair - Implement hybrid court system/electronic case management - Parks division organizational assessment - Complete construction of Public Works Operations Center - Place parks bond on ballot
Maintain small town character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Decrease distance to get to a park or open space - Enhance walkability and pedestrian/cyclist safety	- Annually docket specific priorities in the comprehensive plan - Fund Harbor History Museum operations - Monitor state legislative activity - Support the arts commission - Develop sister city program - Fund creative endeavor grants - Monitor short-term rentals	- Prepare 2044 Comprehensive Plan periodic update - Complete annexation study - Develop housing needs and action plan - Create historic preservation commission - Review businesses and off-street parking requirements - Develop 4th of July event - Establish process and procedure for code compliance program - Establish park standards
Promote environmental sustainability and preserve Gig Harbor's natural beauty	- Address climate change - Preserve tree canopy - Preserve and enhance natural character - Add undeveloped land to parks inventory	- Annually review climate & sustainability action plan (once developed) - Consider possible conservation properties and/or mitigation areas and activities	- Adopt climate & sustainability action plan - Form climate action committee - Adopt urban forest management plan/tree retention policies - Develop recycling program in city parks - Install Civic Center electric vehicle charging station - Annex parcels in city's parks system - Update stormwater manual - Assess gaps in public charging stations for electric vehicles
Promote and enhance a dynamic and robust economy	- Develop a plan to increase promotion of our local business community - Increase vitality of the city's small businesses - Attract larger business to industrial zone - Maintain and enhance commercial fishing	- Support Downtown Waterfront Alliance - Support Chamber of Commerce - Fund tourism with lodging tax grants - Promote downtown businesses/events - Collaborate with Pierce Transit for trolley	- Design and construct fishermen's home port - Create a business retention and attraction plan - Evaluate and amend development regulations and fees - Develop and implement a small business fair - Develop holiday display attractions
Provide a safe, healthy, and inclusive community	- Foster safe, livable and attractive community - Ensure city services are available to all residents - Implement DEI in city personnel practices	Provide funding for senior programming	- Develop housing, health, & human services coordinator position - Provide funding for senior center permanent home - Develop a plan to support youth and teen activities - Obtain police department accreditation - Update emergency management plan