

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, June 8, 2026 - 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

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. Battle of the Badges Award
2. Gig Harbor Youth Council Recognition
3. Pride Month Proclamation

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. Approval of Vouchers: AP check numbers 202511 thru 202594, PR check numbers 109156 thru 109160, and ACH payments in the amount of \$858,893.11
2. Approval of Payroll
3. Amendment No. 1 to Purchase and Sale Agreement for the Shore Acres Water Company
4. Professional Services Agreement with Parametrix for LS #5 Basin Improvements Construction Services

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. Department Updates

EXECUTIVE SESSION: To discuss the potential acquisition of real estate per RCW 42.30.110(1)(b)

BUSINESS ITEMS

1. Public Works Contract Award for Public Works Construction, Materials Testing, and Construction Support – 38th Avenue Improvement Project Phase 2*Suggested Motion:*

Approve and authorize the following related to the City's 38th Avenue Improvement Project Phase 2:

- 1. The Mayor to execute a Public Works Construction Contract with Active Construction, Inc (ACI) in an amount of \$7,315,716.00*
- 2. The Mayor to execute a Professional Services Contract for materials testing with Certerra Northwest, LLC. in an amount of \$56,859.92*
- 3. The City Engineer to approve additional Public Works Construction Contract (Change Order Authority) expenditures up to \$500,000*
- 4. The Mayor to execute a Professional Services Contract for construction support with KPFF, Inc. in an amount not to exceed of \$114,500.*

- a. Staff Report: City Engineer Aaron Hulst, PE
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

2. Public Hearing for Ordinance 1562 Amending GHMC 17.80 Sign Code

Suggested Motion: Move to approve Ordinance 1562 adopting the proposed amendments to GHMC 17.80 Sign Code.

- a. Staff Report: Community Development Director Eric Baker
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN

PUBLIC COMMENT & DECORUM

PUBLIC COMMENT & DECORUM

The city council wants to hear from the public as much as possible. However, the business of the city must proceed in an orderly, timely manner. The primary purpose of council meetings is to conduct the city's business so we have created a variety of ways the community can make their voices heard. Monday city council meetings are just one opportunity. These guidelines are designed to make sure every person who wants to be heard has both the opportunity to be heard and feels welcome to do so.

We receive comments three ways:

1. During council meetings
2. During council study sessions.
3. Email mayorandcouncil@gigharborwa.gov at any time about any issue. This email goes to the elected officials and leadership at the city.

Public Comment at City Council Meetings

We welcome comment at Council meetings during three specific times: 1) prior to approval of the consent agenda (about the consent agenda); 2) prior to deliberation on each business item and 3) at the end of each business session (about any item that concerns you).

When the mayor calls for public comment, please come to the front of the room (or raise your hand on Zoom). When it's your turn, we'll ask you to tell us your name and connection to the issue you want to discuss. You'll then have a maximum of three minutes to speak.

Unfortunately, this isn't a time for dialogue, but a staff person or councilmember may be available to talk with you at a break or after the meeting.

Additional guidelines

- Anyone making "out of order" comments may be subject to removal from the meeting.
- Please address your remarks to the city council as a body and not to any specific individual.

- Please be courteous and not engage in derogatory remarks or insinuations.
- No demonstrations, including clapping, are allowed.

Email

You are welcome to email the mayor and councilmembers about any issue facing the city by writing to the address above. Do remember that council sets the policy direction while city departments execute those decisions. A series of online reporting tools might help you resolve an issue more quickly, so check them out too: <https://www.gigharborwa.gov/146/Submit>

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.



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

Meeting Date: June 8, 2026

SUBJECT: Amendment No. 1 to Purchase and Sale Agreement for the Shore Acres Water Company

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Approve and authorize the Mayor to sign amendment #1 to the purchase and sale agreement for Shore Acres Water Company.

BACKGROUND INFORMATION: The Shore Acres Water Company's water system was established in 1946 and used a single well source to provide drinking water to the Shore Acres community. Eventually, their well source slowed production and in the late 1970s or early 1980s the city agreed to provide city water to SAWC as a wholesale customer. The SAWC Board continues to operate the water system and its approximately 236 active water connections through volunteer efforts and with professional management support from the Peninsula Light Company. About a decade ago SAWC approached the city requesting the city take over ownership, operations, and maintenance of their water system. The city responded to this request with a list of deficiencies in the SAWC water system as perceived by the city. SAWC indicated they would make improvements then return to the city. In 2023, SAWC returned to the city to again request the city take over their water system. The city requested SAWC summarize the improvements completed since the city last considered this request. After a few meetings, SAWC decided to engage with Washington Water Company, a privately owned water operator based in California, to transfer ownership, operations, and maintenance of the water system. In April 2025, SAWC board and Public Works discussed transferring the SAWC water system to the city. At the May 1, 2025, council study session, staff presented options for consideration and city council supported the city proceed with a purchase and sale agreement (PSA) with SAWC. After preparing with a PSA, city staff held a meeting on August 13 for SAWC customers to present the draft agreement and answer questions. The city and SAWC subsequently entered into a purchase and sale agreement in December 2025 for the formal transfer of service from SAWC to the city. This transfer was dependent on the timing of completing necessary processes with the Washington State Department of Health and the Pierce County Coordinated Water System Plan. The city anticipated these processes would be completed by summer 2026. The original purchase and sale agreement stated the city would use Ticor Title to support the closing documents. However, Ticor Title has let the city know that they cannot provide support for this type of purchase and sale agreement. With the closing of the purchase and sale agreement set to occur on July 1, 2026, city staff and SAWC concur with the city attorney's office providing support for the closing documents. This amendment allows the city attorney's office to provide support for the closing documents.

FISCAL CONSIDERATION: The original purchase and sale agreement was not considered as part of the original 2025-26 city budget. This amendment will require the city attorney's office to support the closing of this purchase and sale agreement instead of the city paying a title company to support the closing of this purchase and sale agreement.

Expenditure Required: \$ 0	Amount Budgeted: \$0	Appropriation Required: \$0

ATTACHMENTS:

1. Amendment No 1_Gig Harbor-SAWC Agreement for Purchase and Sale of Water System Property 4920-8845-7390.1

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

AMENDMENT NO. 1

to

AGREEMENT FOR PURCHASE AND SALE OF WATER SYSTEM FACILITIES AND PERSONAL PROPERTY OF SHORE ACRES WATER COMPANY

This first amendment (“**Amendment No.1**”), effective as of _____, 2026 (the “**Amendment No.1 Effective Date**”), is entered into by and between Shore Acres Water Company (“**Seller**” or “**SAWC**”), and the City of Gig Harbor (“**Purchaser**” or “**City**”), sometimes referred to together as the “Parties.”

RECITALS

A. SAWC and the City were Parties to that certain Agreement for Purchase and Sale of Water System Facilities and Personal Property of Shore Acres Water Company effective December 8, 2025 (the “**Agreement**”).

B. SAWC and the City now desire to amend certain provisions of the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Amendment to Agreement. Sections 5.1, 5.2, 5.4, 5.6.7, 5.7.4, and 12.4 are hereby amended to read as follows:

5.1 Direct Closing. The purchase and sale contemplated by this Agreement shall be consummated through a direct closing (the “**Closing**”) without the use of an escrow agent or title company. The Parties acknowledge that no real property is being transferred pursuant to this Agreement and that, accordingly, the use of a title company or formal escrow is not required to effectuate the conveyances contemplated herein. The Closing shall be conducted at a mutually agreed upon date, time, and location. At Closing, the Parties shall simultaneously execute, exchange, and deliver all instruments and documents required under this Agreement. The Closing shall be supervised by the City Attorney, SAWC’s legal counsel, or both, as the Parties may agree. Promptly following execution and exchange of all required documents at the Closing, Purchaser shall cause all

recordable instruments to be recorded with the Pierce County Auditor on the Closing Date. Each Party shall cooperate in good faith and take all steps reasonably necessary to prepare and deliver all required documents in advance of the Closing so as to facilitate same-day recording.

5.2 Closing Date. The Closing shall occur no later than three hundred and sixty (360) days after the satisfaction or waiver of all the contingencies set forth in Section 4 above, provided that the Parties may mutually agree in writing to extend the Closing Date. For purposes of this Agreement, "**Closing Date**" shall mean the date upon which (i) all documents required to be executed and exchanged by the Parties under this Agreement have been signed and delivered at the closing table, and (ii) all recordable instruments have been recorded with the Pierce County Auditor.

5.4 Closing Costs. Purchaser shall pay all fees for recording the conveyance instruments referred to in Paragraph 3.3 above. Purchaser shall also pay any documentary transfer taxes, excise taxes and sales taxes, if any, arising in connection with the transactions contemplated hereby. Each Party shall bear its own attorneys' fees incurred in connection with supervising and participating in the Closing, unless otherwise agreed in writing by the Parties.

5.6.7 Any additional documents that Purchaser or the supervising attorney(s) may reasonably require for the proper completion of the transactions contemplated by this Agreement.

5.7.4 Any additional documents that Seller or the supervising attorney(s) may reasonably require for the proper completion of the transactions contemplated by this Agreement.

12.4 FIRPTA Compliance. The Parties shall comply in all respects with Internal Revenue Code Section 1445 and the regulations issued thereunder (hereinafter referred to as the "Regulations"). Seller represents that it is not a "foreign person" as defined in the Regulations. No later than the Closing Date, Seller shall deliver directly to Purchaser a duly executed non-foreign certificate in the form and contents as approved by the Internal Revenue Service.

Section 2. Miscellaneous.

2.1 All terms in this Amendment No.1 with initial letters capitalized but not defined herein have the meanings set forth in the Agreement.

2.2 Except as modified by this Amendment No.1, all other terms of the Agreement remain in full force and effect. In the event of a conflict between the terms of this Amendment No.1 and the Agreement, the terms of this Amendment No.1 shall control.

2.3 This Amendment No.1 may be delivered by facsimile transmissions or electronic mail, and such copies of executed signature pages will be binding as originals.

2.4 This Amendment No.1 constitutes the entire agreement between the Parties with respect to the subject matter of this Amendment No.1, and this Amendment No.1 supersedes all prior understandings, negotiations, and agreements with respect to the subject matter of this Amendment No.1.

IN WITNESS WHEREOF, the Parties have caused this Amendment No.1 to be executed by their respective duly authorized representatives effective as of the Amendment No.1 Effective Date.

“SELLER”:

SHORE ACRES WATER COMPANY,
a Washington corporation:

By:

Print:

Its:

“PURCHASER”

CITY OF GIG HARBOR,
a Washington municipal corporation:

By:

Print:

Its:



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

Meeting Date: June 8, 2026

SUBJECT: Professional Services Agreement with Parametrix for LS #5 Basin Improvements Construction Services

SUBMITTED BY: Senior Engineer Steven Demmer

DEPARTMENT: Public Works

PHONE: 253-530-7076

SUGGESTED MOTION: Authorize the City Administrator to execute a Professional Services Agreement with Parametrix for Lift Station #5 Basin Improvements Construction Support Services.

BACKGROUND INFORMATION: The Lift Station #5 Basin Improvements Project includes improvements to the City's wastewater infrastructure intended to enhance system reliability, operational efficiency, and long-term service capacity. The project has progressed through design and permitting and is entering the construction phase. Staff is bringing forward to council a construction support services contract with the project's design consultant, Parametrix.

Typically, the construction support services contract for capital projects is brought forward to City Council concurrent with a materials testing contract and a construction contract award. However, City staff was previously authorized to pre-procure the factory-built pump station due to long lead times and project scheduling considerations. As part of that procurement effort, shop drawings and technical submittals for the prefabricated lift station components are currently being prepared by the manufacturer and require timely review by the consultant project engineer prior to the start of construction activities.

The construction support consultant, Parametrix, served as the design engineer for the Lift Station #5 Basin Improvements Project and will provide continuity and technical support throughout construction. Approval of this agreement at this time will allow Parametrix to begin submittal review and provide ongoing engineering support necessary to maintain the project schedule and coordinate procurement activities ahead of construction.

Staff will bring forward a construction contract award and a materials testing contract to a council meeting in the near future.

FISCAL CONSIDERATION: In the City's 2025-26 Budget, Wastewater Capital Objective #1 identifies \$2,980,000 to complete the design, permitting, and construction of Lift Station #5. A total of \$1,181,064.58 is authorized via the original professional services contract, Amendment #1, Amendment #2, purchase of the lift station, and easement acquisition. The cost of \$210,529.77 for construction support services will bring the total project authorized spending to \$1,391,594.35. No appropriation is

required for the construction support services contract.

2025-26 Budget Project Funding:	
Design and Permitting	\$380,000
Construction	\$2,600,000
Total 2025-26 Funding for Design, Permitting, and Construction:	\$2,980,000
2025-26 Project Expenses:	
Professional Services Contract (July 2024)	\$374,459.14
Amendment #1 (September 2025)	\$33,548.89
Amendment #2 (February 2026)	\$10,901.00
Purchase of Lift Station – Sales Tax Included (February 2026)	\$711,350.55
Easement Acquisition (March 2026)	\$50,805.00
<i>Construction Support Services (June 8, 2026)</i>	<i>\$210,529.77</i>
Total 2025-26 Expenses Requested	\$1,391,594.35
Appropriation Required	\$0.00

Expenditure Required:	Amount Budgeted:	Appropriation Required:
\$1,391,594.35	\$ 2,980,000	\$ 0

ATTACHMENTS:

1. CONSTRUCTION PSC_PARAMETRIX_CIP-2313-FINAL
-

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PARAMETRIX, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Construction Services for Lift Station #5 Basin Improvements, CIP-2313 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**, 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 Two Hundred Ten Thousand Five Hundred Twenty-Nine Dollars and Seventy-Seven Cents (\$210,529.77) 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 – Scope** 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 – Fee Schedule**. 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 December 31, 2027; 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: John Hungerford, PE
Parametrix, Inc.
1019 38th Ave. SE, Suite 100
Puyallup, WA 98374
253-604-6630

CITY:
ATTN: Steven Demmer, PE
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: _____
City Administrator

ATTEST:

Acting City Clerk

APPROVED AS TO FORM:

City Attorney

SCOPE OF WORK

City of Gig Harbor Lift Station #5 Improvements Project Construction Services - Exhibit A

INTRODUCTION

Lift Station (LS) #5 is located within WWB-5 and along the shoreline of Gig Harbor Bay adjacent to residential houses in the 2800 block of Harborview Drive. The existing lift station is almost 50 years old and consists mostly of original equipment that is beyond its service life; replacement parts are no longer available. During seasonal high tides, a portion of LS#5 is at risk of being inundated by sea water. The City desires the decommissioning of existing LS#5 and replacement with an upgradient below grade vacuum-prime duplex pump station located within the shared driveway in front of 2825 Harborview Drive. The new lift station will be provided with a standby generator located just outside the right-of-way of Harborview Drive and within an acquired easement on 2825 Harborview Drive.

The City has requested assistance from Parametrix for Design Services During Construction in accordance with the following scope of work.

OVERALL GOAL

To successfully complete the construction of the improvements necessary to startup, test and commission the LS#5 Improvements.

Construction Services of the project will include the following key elements:

Task 01 Project Administration

Task 02 Construction Support: Consult with City and act as City's representative as provided in the Construction Contract.

Task 03: Cultural Resources: Parametrix will provide onsite archeology support services during excavation as defined in the cultural resources survey/archeological permit.

TASK 01 – PROJECT ADMINISTRATION

Objectives

The objective of this task is to provide overall project management of the consultant contract with City.

This task includes general management functions that include the following:

01.01 Monthly Progress Reports & Invoicing

Prepare a monthly invoice and progress report for services performed by Parametrix.

01.02 Weekly Construction Team Meetings

Participate in weekly meetings.

01.03 Pre-Construction Conference

Participate in a pre-construction conference prior to commencement of Work.

01.04 Project Planning, Budget and Schedule Tracking and Correspondence

- Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 12 months and Monthly Progress Reports, and Invoicing will entail generating one report per month requiring 1 hour each for Project Manager (Derek Spencer), Project Coordinator (Heidi Still), and Project Accountant (Jordan Lebow).
- 52 Weekly Progress Meetings will be attended by the Project Manager, and a discipline specific Engineer (if needed), each requiring 1 hour's effort plus their travel time. The discipline specific engineer is budgeted for up to 26 hours.
- The Pre-Construction Conference will be attended by the Project Manager and a discipline specific Engineer (if needed), prior to commencement of Work at the Site in Gig Harbor at the Civic Center. Assumes a 2-hour meeting plus travel time and expenses.
- Project Planning, Budget and Schedule Tracking and Correspondence will require one half-hour per week for Project Manager and one half-hour per week for Project Coordinator.

TASK 02 – GENERAL ADMINISTRATION OF CONSTRUCTION CONTRACT

Objectives

The duties and responsibilities in performing the General Administration and oversight of the Construction Contract shall be the primary responsibilities of the City. The Engineer will support the City as requested by the City's Construction Manager. The City will serve as the primary point of contact for the Contractor and manage and coordinate all communication between the Engineer and Contractor.

The Project Manager, Engineer of Record (EOR), and Project Coordinator, will also aid the City as needed. A complete range of duties and responsibilities for the General Administration of the Construction Contract are as follows:

02.01 Project Administration, Documentation, and Electronic Transmittal Protocols

Parametrix shall maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and City for review. In conjunction with the City, Parametrix shall follow protocols and receive the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure virtual project manager software, then together with City and Contractor jointly develop such protocols for transmittals between and among City, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

02.02 RFIs, Clarifications and Interpretations

Accept from City submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, and as directed by the City, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

- Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for City's use.
- Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to City regarding whether Contractor should correct such Work or remove and replace such Work, or whether City should consider accepting such Work as provided in the Construction Contract Documents.
- Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform City of such incompatibility and provide recommendations for addressing such Work.

216-2750-048

- Nonreviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to City and Contractor that Engineer will not provide a decision or interpretation.
- Inspections and Tests:
 - Receive and review all certificates of inspections, tests, and approvals required by laws and regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - Pursuant to the terms of the Construction Contract, review special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed, as directed by the City. Inspections will be provided by others and managed by the City.

02.03 Field Orders

Subject to any limitations in the Construction Contract Documents, Engineer may support the preparation of Field Orders requiring minor changes in the Work. Field Orders shall be issued by the City.

02.04 Change Orders and Work Change Directives

- Support the development of Change Orders and Work Change Directives as requested by the City.
- Change Proposals and Claims:
 - Review and respond to Change Proposals, if requested by the City.
 - Provide information or data to City regarding engineering or technical matters pertaining to Claims, if requested by the City.

02.05 Shop Drawings, Samples, and Other Submittals

When directed by City, review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor and manufacturer submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

02.06 Record Drawings and Contractor's Completion Documents

As directed by the City, review maintenance and operating instructions, certificates of inspection, tests and approvals, and shop drawings, samples, and other data. Receive from Contractor or the City, review, and transmit

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to City the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

02.06 Operation and Maintenance Plan

The Contract Specifications require the Contractor to develop and deliver manufacturer-based equipment information manuals. The intent of this task is to coordinate with the City and the Contractor, as directed by the City, to clearly capture design intent, anticipated operating strategies, control narratives, and operating set points established during start-up, testing, and post-commissioning services.

02.07 Visits to Site and Observation of Construction

In connection with observations of Contractor's Work while it is in progress:

- Make visits to the Site at intervals appropriate to the various stages of construction, as City requests, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather, are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep City informed of the progress of the Work.
- The purpose of Engineer's visits to the Site is to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole, as indicated in the Construction Contract Documents. Engineer shall neither, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any contractor to comply with laws and regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Deliverables

- Development of protocols to manage the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics.
- Responses to RFIs, Clarifications, and Interpretations, as requested by City.
- Contract Change Directives in the form of Field Orders, Change Orders, and Work Change Directives, as requested by City.

- Responses to Shop Drawings, Samples, and Other Submittals, as requested by City.
- Record Drawings including:
 - Electronic plans in PDF format electronically signed and sealed with encrypted digital signature overlay.
 - REVIT native files for all disciplines except Civil. Civil Records will be delivered using Civil 3D in Auto-CAD format.
 - Two half-size (11 by 17) color copies.
 - Two full-size (22 x 34) color copies.
- Operation and Maintenance Plan.
- Daily observation reports for each site visit.
- Punch list following final site visit/walkthrough.

Assumptions

- General administration of the Contract assumes 2 hours per week for the Project Manager/Construction Manager(Derek Spencer).
- Documentation, and Electronic Transmittal Protocols: Assumes 1 hour per week for Project Coordinator.
- RFIs, Clarifications, and Interpretations: Assumes 1 hour per week for Project Manager and one half-hour per week for the EOR.
- Field Orders: Assumes 10 Field Orders requiring 4 hours each for Project Manager, and 8 hours total hours each for EOR and Project Coordinator. The City will lead this effort with Parametrix providing support.
- Change Orders and Work Change Directives: Assumes 10 Change Orders requiring 4 hours each for Project Manager, and 16 hours total for EOR and 8 hours total for the Project Coordinator. The City will lead this effort with Parametrix providing support.
- Shop Drawings, Samples, and Other Submittals: Assumes approximately 80 submittals and a total of 160 separate reviews requiring design team review of approximately 2 hours each.
- Record Drawings and Contractor's Completion Documents: Assumes 4 hours each for Project Manager and Discipline Leads, and approximately 2.5 hours per sheet (28 sheets).
- Visits to Site and Observation of Construction: Assumes 40 hours for EOR and Design Leads to be used as needed to perform site visits during construction.

TASK 03 – CULTURAL RESOURCES

Objectives

The objective of this task is to provide cultural resources support to comply with the requirements of the Department of Archaeology and Historic Preservation (DAHP) Archaeological Monitoring Permit (DAHP Log # 2026-01-00271). This task includes cultural resources support functions that include the following:

03.01 Archaeological Monitoring

Parametrix will provide up to four 10-hour days for one archaeological monitor to be on-site when ground-disturbing construction is being done by the construction contractor to fulfill the conditions of the DAHP Archaeological Monitoring Permit.

03.02 Archaeological Monitoring Report

Parametrix will provide an Archaeological Monitoring Report, as a technical memorandum, detailing the methods and results of the archaeological monitoring. The report will include daily monitoring logs and an archaeological site form update for the relevant archaeological site.

Deliverables

Deliverables for this task include:

- Participation of the archaeological monitor in the pre-con meeting to communicate terms of DAHP permit and archaeological expectations to construction foreman and crew.
- Daily archaeological monitoring logs.
- Draft and final Archaeological Monitoring Report (technical memorandum) for City review and submittal to DAHP.
- Archaeological site form update submitted to DAHP WISAARD database.

Assumptions

Assumptions for this task include:

- DAHP will issue the monitoring permit as proposed in the permit application.
- No more than four 10-hour days of archaeological monitoring will be needed.
- The City will provide 72-hours' notice in advance of the monitoring for the start date of ground-disturbing construction.
- The DAHP monitoring permit will allow the Archaeological Monitoring Report to be in technical memorandum, not technical report, format.
- No human remains will be discovered; if human remains are exposed, a contract amendment would need to be developed to treat the remains.
- No archaeological deposits requiring formal testing or excavation will be discovered; if such resources are encountered, a contract amendment would be needed to for their treatment.

Client: City of Gig Harbor
Project: Lift Station 5 Construction Services
Project No: 216-2750-048

Exhibit B

Project: Lift Station 5 Construction Services Project No: 216-2750-048					Rates:											
					Regional Division Manager- PIC	Sr Electrical Engineer - PM/CM	Sr Consultant	Sr Engineer - Project Engineer	Sr Project Control Specialist - PC	Sr Engineer - Project Engineer	Planner IV - Landscape Planner	Engineer II - Staff Engineer	Sr. Engineer - Project Engineer	Cultural Resource Specialist III	Sr Cultural Resource Specialist	Project Accountant
					JC Hungerford	Derek Spencer	Brian Bunker	Andrew Stevens	Heidi Still	Steve Wagner	Dylan Bailey	Bruno Antoine	Soraya Azahari	Kainoa Little	Robin Hoffman	Jordanna Lebow
					\$367.19	\$258.57	\$354.25	\$237.35	\$184.44	\$278.92	\$174.07	\$143.85	\$225.10	\$146.25	\$270.69	\$106.99
Task	SubTask	Description	Labor Dollars	Labor Hours												
04		Lift Station 5 Construction Services	\$210,109.77	911	6	410	30	102	90	50	8	105	40	48	10	12
	01	Project Administration	\$44,457.79	188	6	102	4	26	38	0	0	0	0	0	0	12
	02	General Administrative of Construction Contract	\$154,890.78	661	0	304	26	76	52	50	8	105	40	0	0	0
	03	Cultural Resources	\$10,761.21	62		4								48	10	
Labor Totals:			\$210,109.77	911	6	410	30	102	90	50	8	105	40	48	10	12
Totals:			\$210,109.77		\$2,203.11	\$106,013.70	\$10,627.50	\$24,209.45	\$16,599.38	\$13,945.75	\$1,392.56	\$15,103.73	\$9,003.80	\$7,020.00	\$2,706.93	\$1,283.88

Other Direct Expenses	
Mileage (504 miles)	\$365.00
Bridge Tolls (10)	\$55.00
Other Direct Expense Total	\$420.00

Project Total	\$210,529.77
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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

South Sound Military and Communities Partnership: On May 21, Councilmember Rodenberg and Housing, Health, and Human Services Program Manager Shea Smiley attended the South Sound Military and Communities Partnership (SSMCP) Elected Officials Council meeting.

The meeting provided an opportunity to hear updates on the partnership's ongoing work and the meaningful impact it continues to have on service members, military families, and the communities that support them. Through regional collaboration and innovative initiatives, SSMCP is helping strengthen connections, improve access to resources, and enhance the quality of life for those who serve and call our region home.



YOUTH MENTAL WELLNESS: On May 30, the Youth Council hosted its inaugural youth mental health summit, *YOUth MEntal WEllness*, bringing together approximately 75–100 community members for a day of learning, connection, and support.

The summit featured separate learning tracks for adults and youth. Adult participants received an overview of youth mental health, current trends, and ways to support young people in their lives. Youth attendees engaged in interactive discussions focused on healthy coping strategies, recognizing when to seek help for themselves, and understanding how to support a friend who may be struggling.

Throughout the event, attendees enjoyed refreshments provided by B's Bagels, the Iscreamery, and Galaxy Theatres popcorn. Participants also had access to dedicated art and game spaces designed to encourage creativity, connection, and stress relief. Recognizing that conversations about mental health can be challenging, the Youth Council also provided a quiet wellness space where attendees could take a break, reflect, and access support as needed.

The event concluded with a meaningful activity led by the Youth Council Chair on the Civic Center lawn. Through a hands-on demonstration, participants explored the importance of connection and community, reinforcing the powerful message that no one must face life's challenges alone.



Community Development

Community Development Director Eric Baker

Gig Harbor High School has submitted plans to renovate its track and field facilities, including the installation of synthetic turf, a resurfaced running track, ADA-accessible bleachers, upgraded lighting, new fencing, and other improvements designed to create a safer, more durable, year-round athletic facility.

As part of the city's review process, the design review board (DRB) will meet on June 11 for the first time in more than a year to consider an exception related to the facility's perimeter fencing. The project proposes 8-foot-high fencing, exceeding the 6-foot maximum permitted under Gig Harbor Municipal Code (GHMC) Section 17.99.340. The five-member citizen advisory board is responsible for reviewing requests for flexibility from specific provisions of the city's Design Manual.

In addition to the DRB review, Gig Harbor High School is seeking a variance related to the proposed height of the athletic field light poles. This request will be considered separately by the city's Hearing Examiner during a public hearing scheduled for June 16.

Code enforcement: Continuing investigation and outreach with previous open cases. Seven cases so far this month ranging from parking issues, non-compliance with the fats, oils, and grease (F.O.G.) program, resident/HOA disputes, customer complaints with various businesses, and continuing temporary sign sweeps/education.

Court

Court Administrator Stacy Colberg

No updates this week but stay tuned!

Finance

Finance Director Scott Larson

No updates this week but stay tuned!

Human Resources

Human Resources Director Shannon Costanti

Advance your career: Looking to grow in your career? Check out the [current job opportunities](#) here at the city!

Position	Type	Status
Seasonal Worker	FT	Apply Through West Sound Workforce
Water Quality Specialist	FT	Open until filled
Laborer	FT	Open until May 31
Permit Coordinator	FT	Closed - selection pending
Community Development Assistant	FT	Closed - selection pending
Senior Accountant	FT	Closed - selection pending
Infrastructure Systems Engineer	FT	Closed - James Motsenbocker started June 1

Information Technology Systems

[ITS Manager Logan Rosenstiel](#)

Team ITS is whole!! We're excited to announce that James Motsenbocker has chosen to join the city on a permanent basis in the role of Infrastructure Systems Engineer as of June 1st! As you likely already knew, James has been helping us out on a contract basis for the past couple of months. Make sure to officially welcome him aboard when you see him roaming our facilities.

More progress toward better speeds: Last week, contractors pulled new fiberoptic lines into the Civic Center and the wastewater facilities. While there's still a lot of work at the street level to be completed, this is great progress. We are on track to complete this major network upgrade sometime this summer.

Windows 11 deployments underway: The ITS team has been hard at work getting the first batches of users converted to Windows 11. ITS will reach out to everyone over the next several months to coordinate this important upgrade. Windows 11 upgrades will be taking place for the rest of 2026.

New data protection platform on the way: While users never see or notice it, data protection platforms are critical to every enterprise. As part of our ongoing efforts to protect the city's data from cyber criminals, the ITS team is replacing our backup and data replication solution. Our new platform, Cohesity, will enable us to better protect the city's data. It also provides an additional layer of cybersecurity protection that will alert us if there is evidence of a data breach. We anticipate this project will be completed by the end of June.

Police

[Police Chief Tray Federici](#)

Raising awareness about DUI and distracted driving: On May 22, ahead of high school senior graduation activities and prom season, the Gig Harbor Police Department partnered with Gig Harbor Fire Medic One to conduct a **mock DUI crash scene**, investigation, and arrest demonstration using student volunteers. The role players were staged with simulated injuries to create a realistic and

impactful presentation for students observing the scenario. Participating students included a combination of Gig Harbor High School and Peninsula High School students.

During the demonstration, officers discussed the dangers associated with impaired driving, distracted driving, and cellphone use while operating a vehicle. Officers also provided several cautionary breakdowns of prior DUI-related collision scenes encountered during their careers in an effort to reinforce the real-world consequences associated with impaired and distracted driving behavior.



Directed Enforcement Team: On May 27, Directed Enforcement Team (DET) members located a suspect in Tacoma who was wanted by Gig Harbor Police detectives in connection with several retail theft incidents involving approximately \$26,000 in stolen merchandise. DET members located and conducted surveillance on the suspect while detectives responded to the scene. A coordinated traffic stop was initiated, and the suspect was taken into custody without incident. The individual was subsequently booked into the Pierce County Jail.

Shortly after this incident, DET members located another wanted subject in a local retail parking lot on an outstanding criminal arrest warrant. While detaining the subject, officers learned the individual had also failed to appear in Gig Harbor Municipal Court earlier that morning. By order of the court, the subject was transported and presented before the Gig Harbor Municipal Judge. Upon conclusion of the court appearance, the individual was transported and booked into Kitsap County Jail.

Classic car saved from destruction: On May 30, Gig Harbor Police officers observed a large plume of smoke coming from Highway 16 near the Olympic Drive exit. Upon arrival, officers discovered that the engine compartment of a privately owned classic collector vehicle was on fire.

After requesting assistance from Gig Harbor Fire & Medic One, officers located the vehicle's hood release and deployed several fire extinguishers, temporarily knocking down the flames and helping prevent the fire from spreading.

As firefighters arrived, the fire reignited in the engine compartment. Fire & Medic One personnel quickly extinguished the blaze and did so in a manner that minimized additional damage to the vehicle, helping preserve a classic car from what could have been a total loss.

This incident is a strong example of the teamwork and partnership between the Gig Harbor Police Department and Gig Harbor Fire & Medic One. Working together, first responders were able to quickly address the emergency, protect property, and serve the community.



GHPD thanks the Permission to Start Dreaming Foundation:

The Gig Harbor Police Department recently received a \$5,000 donation focused on emotional survivability, mental health, and physical wellness in law enforcement. The grant funding will support improvements to the department's physical fitness room, including the repair, replacement, and modernization of outdated or surplus equipment, as well as repairs and minor renovations to the fitness space itself.

This funding supports the department's continued emphasis on employee wellness, resiliency, and long-term physical and mental health preparedness.



Final stretch: Student Officer Kelly Palmore is sprinting toward the finish line as she nears graduation from the Police Academy on June 17. The countdown is on.

This week included mock scenarios, reality-based training, and two full days of campus patrols responding to calls for service. Incidents ranged from domestic violence situations, disabled vehicles and traffic stops, welfare checks, theft, and robbery calls to bar disturbances. The wide variety of calls provided valuable opportunities to reinforce knowledge, measure progress, and build confidence as final evaluations approach. Student Officer Palmore also completed 500 handcuffing repetitions this week as part of her continued skills development.



We appreciate the support and collaboration of instructors and fellow officers who make this level of hands-on training possible. It truly takes a team, and we are proud of her hard work and progress as she moves toward graduation.

Uptown retail vandalism investigation: After several reported incidents of vandalism targeting retailers in the Uptown business district, officers conducted a coordinated and cooperative investigation with area businesses and witnesses. The investigation led to detectives identifying and arresting three juvenile male suspects in connection with the incidents. Further follow-up is ongoing as investigators work to determine whether the individuals may be linked to additional recent property damage in the area.

Maritime Gig Festival 2026: As a reminder to all, road closures will be in effect during Saturday, June 6, and Sunday, June 7, for the annual Maritime Gig Festival. This event, hosted by the Gig Harbor Chamber of Commerce and the City of Gig Harbor, includes a parade and weekend-long activities in the downtown area that will impact residents and businesses as detailed below:

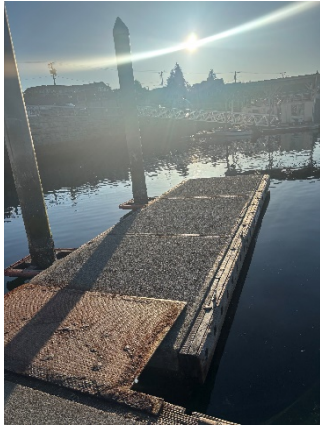
- Saturday, June 6 - 7 a.m. to approximately 1 p.m. Harborview Drive will close from Burnham Drive to Austin Street.
- Saturday, June 6 - 9 a.m. to approximately 1 p.m. Harborview Drive will close from Burnham Drive through the downtown area, to Soundview Drive and Judson Street.
- From 5:30 a.m. Saturday, June 6 to 7 p.m. Sunday, June 7 - Harborview Drive will close from Rosedale Street to just past Pioneer Way, and up Pioneer Way up to Tarabochia Street. Detour signs will be in place directing traffic around these road closures.

Restrictions: Saturday, June 6 from 9 a.m. to approximately 1 p.m., Stinson Avenue north of Rosedale Street and on Rosedale Street east of Stinson Avenue will close unless a parking/access pass is presented. Without these passes, vehicles will not be allowed to travel north on Stinson Avenue or east on Rosedale Street past the police-controlled roundabout at Stinson Avenue and Rosedale Street during the hours listed. Please place the parking/access pass clearly on the dashboard of your vehicle so the traffic control officers can easily identify who has access to these restricted areas.

For the safety of parade participants, spectators, and event personnel, no vehicle access will be permitted onto any roadway connected to or providing access to the parade route once the parade has commenced.

If you have any questions about this process, contact Gig Harbor Police at (253) 851-2236 ext. 2 or email Kerri Rowan (krowan@gigharborwa.gov) or LT. Daniel (daniel@gigharborwa.gov).

Keeping our harbor safe and accessible: Over the past several weeks, officers have been working to address violations of laws and regulations related to the city's docks and moorage facilities, helping to keep the waterfront safe and accessible for all users.



As part of these efforts, officers recently impounded one vessel and issued warnings to several others for a

variety of moorage and vessel-related violations. Officers also partnered with the city's Public Works Department to remove several derelict vessels from and clean the city's dinghy dock.

This work restored valuable moorage space for visiting vessels and improved access and safety throughout the harbor. The city appreciates the cooperation of boaters who help keep our waterfront welcoming and enjoyable for everyone.



Public Works

Public Works Director Jeff Langhelm

Wastewater operations: (1) Staff continue to review the draft NPDES discharge permit from the Department of Ecology. Staff will be working with consultants and generating comments for future discussions with Ecology permit writers. (2) Crews will be repairing and replacing mounting hardware that support the rubber wastewater discharge line from the marine pumpout on the Jerisich dock. Staff found that the existing support brackets and bolts were heavily corroded. (3) Grounds maintenance at the treatment plant and throughout the wastewater lift stations will continue through the week as time allows

Grounds and facility operations: (1) The video camera installation at Doris Heritage is now scheduled for late June. The cameras and some components are on back order and this is the soonest they may come in. (2) This is crunch week for all things Maritime Gig-related. Most of the work left to complete are downtown cleanup measures, such as mowing, edging, hedge/plant trimming, and pressure washing. Fortunately, two more seasonal staff started on June 1. One is a returning worker, Austin Miller, and the other is Sawyer Price. This will bring us to about half of what we would want to have by this time of year.

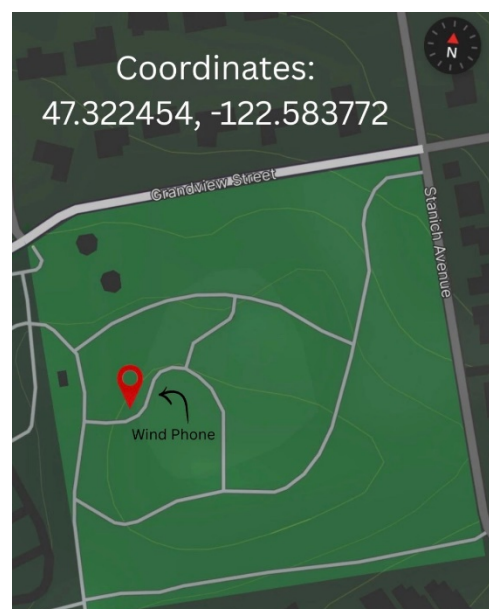
Water operations: (1) Spring flushing is now complete. Staff are happy to announce that because of some operational changes to the flushing route and adjustments to the water system, the city was able to complete the flushing more efficiently, resulting in saving one million gallons when compared to last flushing cycle. Kudos to Connor Most for a job well done and effectively implementing these efficiency changes! (2) The city has contracted with Enviro-Tech Diving to perform an internal inspection of the Skansie reservoir. This inspection is scheduled to take place on June 3 and will

involve placing a remote operated vehicle (ROV) and possibly divers into the tank to video document the coating system condition throughout the entire tank. This work is scheduled to take one day to complete. (3) Crews are working on tank and well site maintenance, meter maintenance, and tank inspections for the next couple of weeks.

Street and storm operations: (1) Street and storm crews have been working on vegetation management around town. They are prioritizing safety concerns and concentrating on the downtown area, cleaning sidewalks and preparing for the Maritime Gig Festival. (2) Staff have been repairing streetlights and inspecting crosswalk systems.

Capital improvement project status updates: For the most recent updates on the city's design and construction projects, see our online [CIP StoryMap](#).

Wind phone donation: Grandview Forest is now home to a [wind phone](#) an unconnected phone for grieving people to have one-way conversation with deceased loved ones. It was donated by Liberty and Michael Henderson. The Hendersons own [The Far North](#), an organization that supports those impacted by homicide loss. The wind phone is available to anyone and is located a short distance off one of the soft-surface paths in Grandview Forest.



Commercial Fishing Homeport: With the hearing before the hearing examiner and local permitting happening this week, staff are getting closer to finalizing moorage agreements and guidelines for future users of the facility. Gig Harbor will be the first city in Washington to run a commercial fishing facility, so we are reaching out to port districts for examples of moorage agreements, rules and regulations. Draft documents will be presented to city council at its June 11 study session.

Sports Complex parking lot: The city and the YMCA of Pierce & Kitsap Counties recently executed a bill of sale for the parking lot at the Gig Harbor Sports Fields. The YMCA will still oversee maintaining the parking lot, but the ownership of the parking lot is in exchange for the city's \$2 million contribution toward the construction of the fields and parking lot.



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

Meeting Date: June 8, 2026

SUBJECT: Public Works Contract Award for Public Works Construction, Materials Testing, and Construction Support – 38th Avenue Improvement Project Phase 2

SUBMITTED BY: City Engineer Aaron Hulst, PE

DEPARTMENT: Public Works

PHONE: 853-7620

SUGGESTED MOTION:

Approve and authorize the following related to the City's 38th Avenue Improvement Project Phase 2:

1. The Mayor to execute a Public Works Construction Contract with Active Construction, Inc (ACI) in an amount of \$7,315,716.00
2. The Mayor to execute a Professional Services Contract for materials testing with Certerra Northwest, LLC. in an amount of \$56,859.92
3. The City Engineer to approve additional Public Works Construction Contract (Change Order Authority) expenditures up to \$500,000
4. The Mayor to execute a Professional Services Contract for construction support with KPFF, Inc. in an amount not to exceed of \$114,500.

BACKGROUND INFORMATION:

The intent of this project is to improve safety for vehicles, pedestrians, and bicyclists along the 38th Avenue corridor. The project was initiated as part of the 2008 city budget ([Street Capital, Objective 9](#)), but the scope expanded to include dry gravity sewer. The city did not allocate design funding for Phase 2 of the project until [2022](#) (Street Division – Capital Objectives 10). Preliminary utility relocation work for Phase 2 began in September 2024.

The 2025-26 City Budget (Street Division – Capital Objectives 6 and 7 and Wastewater Division – Capital Objective 7) identifies completion of the design and permitting for these improvements in 2025 and for construction in 2026.

Planned improvements include a new roundabout at 56th Street, half-width roadway improvements along 38th Avenue, and installation of a stormwater system using low impact development techniques. These updates will help all modes of transportation move more smoothly and safely, reducing backups and making daily routines more predictable. The city is also installing the dry gravity sewer to accommodate future sewer without the need to reconstruct the roadway. By combining three projects into one, the city is planning and investing wisely.

The three projects were broken out in the bid documents as three different bid schedules; Schedule A (sanitary sewer), Schedule B (corridor), and Schedule C

(roundabout intersection).

BID RESULTS: The Project was competitively bid using the City's Public Works Bidding process. On May 7, 2026, the city received five (5) responsive bids for the Project.

Bidder	Total Bid Amount
Active Construction, Inc (ACI)	\$ 7,316,316.00
Tucci & Sons, Inc	\$ 9,659,257.65
Raudenbush Earthworks	\$ 9,690,194.29
Johansen Construction	\$ 10,039,326.18
RL Alia	\$ 10,515,352.16

FISCAL CONSIDERATION:

In the City's 2025-26 Budget, Street Division – Capital Objectives 6 and 7 and Wastewater Division – Capital Objective7 are identified to complete the design and permitting for these improvements for construction in 2026.

The Budget allocations for these projects are as follows:

Project Funding:	
38 th Avenue Phase 2 Half-width Roadway Improvements (Corridor Design and Construction)	
Transportation Impact Fees	\$ 900,000
Transportation Benefit District	\$ 3,745,000
Transportation Improvement Board Grant	\$ 750,000

38th Avenue Phase 2 Half-width Roundabout Improvements
(Design and Construction)

Transportation Benefit District \$ 3,310,000

Transportation Improvement Board Construction Grant \$ 1,482,280

Transportation Improvement Board Right-of-way Grant \$ 162,180

38th Avenue Dry Sewer Design and Construction (Wastewater Capital Fund) \$ 1,710,000

Puget Sound Energy (Corridor Construction) \$100,000

Summer Lane Development (Design and Construction) \$91,577

Total Project Budget: \$ 12,251,037

Project Expenses:

Previously awarded expenses (\$1,684,712.69)

Professional Services Contract – KPFF, Inc. / construction support contract (\$ 114,500.00)

Public Works Construction Contract – Active Construction, Inc. / construction contract (\$ 7,316,316.00)

Professional Services Contract - Materials Testing Services – Certerra Northwest, LLC (\$ 56,859.92)

City Engineer Change Order Authority Amount * (\$ 500,000.00)

Total Project Expenses:** **(\$ 8,853,675.92)**

Expenditure Required:	Amount Budgeted:	Appropriation Required:
Corridor and RAB \$	Corridor and RAB \$	Corridor and RAB \$0
5,743,508.56	10,583,831	Sewer \$ 611,645.36
Sewer \$ 2,244,167.36	Sewer \$1,710,000	

*The change order authority provides for, if required, addressing any unforeseen additional Public Works Construction Contract work. ** The 2025-26 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 Wastewater Capital funds due to delayed Wastewater Treatment Plant Digester Upgrades/Centrifuge Ammonia Control project.

ATTACHMENTS:

1. ACI CONSTRUCTION CONTRACT FOR SIGNATURE
2. CONSTRUCTION SUPPORT PCS-KPFF_FOR SIGNATURE
3. CERTERRA_PSC_FOR SIGNATURE WITH CETERRRA EDIT- USE

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

PUBLIC WORKS CONTRACT**38TH AVENUE IMPROVEMENT PROJECT PHASE 2
CIP-2206**

THIS AGREEMENT, made and entered into, this _____ day of _____, 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 contract generally provides for the construction of a roundabout at the intersection of 38th Avenue and 56th Street, curbing and sidewalk along the east side of 38th Avenue, full depth HMA pavement, HMA grind and overlay, concrete driveways, storm sewer, detention vault, sanitary sewer, RRFB signal system, illumination, landscaping, and irrigation and other work, all in accordance with the Contract Documents, including the schedule of prices in the "Proposal," the sum of Seven Million, Three Hundred Sixteen Thousand, Three hundred Sixteen Dollars and No Cents (\$7,316,316.00), 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 "Most recent edition of the 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:

Mary Barber, 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
KPFF CONSULTING ENGINEERS**

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

RECITALS

WHEREAS, the City is presently engaged in Construction Support for the 38th Avenue Improvement Phase II 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 One Hundred Fourteen Thousand, Five Hundred Dollars and No Cents (\$114,500.00) 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 – Scope of Work**, 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 **December 31, 2027**; 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: Nathan Anderson, PE
KPFF Consulting Engineers

City of Gig Harbor
ATTN: Jeff Langhelm, PE
City of Gig Harbor

1601 Fifth Ave, Ste. 1600
Seattle, WA 98101
206-622-5822

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: _____

By: _____

Its: _____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

SCOPE OF WORK

Construction Support for 38th Avenue Improvement Project – Phase 2 CSP-2206 City of Gig Harbor

INTRODUCTION

During the term of this Professional Services Agreement (AGREEMENT), KPFF (CONSULTANT) will provide construction support services for the City of Gig Harbor (CITY) in connection with the following project: **38th Avenue Improvement Project – Phase 2 Construction Support (PROJECT)**. The services will include:

- Civil design support during construction.
- Tree monitoring, site visits, and impact assessments from a certified arborist during construction.
- Geotechnical support during construction.

The scope of work is defined per the following:

TASK 1: PROJECT ADMINISTRATION (KPFF)

The CONSULTANT will provide the following services:

1. Preparation of monthly progress reports and invoices. (assumes a 15 month project timeline).

TASK 2: CIVIL ENGINEERING CONSTRUCTION SUPPORT - KPFF

The CONSULTANT will provide the following on-call services during construction:

1. Respond to Requests for Information (RFI's) (assumes up to 10).
2. Review submittals from the CONTRACTOR for general conformance to the Contract Documents. (assumes up to 5 submittals).
3. Provide plan clarifications and revisions by Engineer of Record (assumes up to 4 revisions).
4. Attend in-person field meetings to assist with issue resolution. (assumes up to 10 in-person meetings by one KPFF EOR).
5. Attend weekly, virtual construction meeting (assumes up to 60 meetings)

6. Record Drawings: Update the Plans per redline changes received from the contractor or inspector.

Deliverables:

- Submittal review and response.
- RFI review and response.

TASK 3: MEF DOCUMENTATION (OPTIONAL) - KPFF

The CONSULTANT will provide the following on-call services during construction:

1. Assessment of ramp grades provided by the CONTRACTOR's surveyor after construction.
2. Determination of MEF justification.
3. Development of an MEF memorandum.

Deliverables:

- MEF documentation memorandum.

TASK 4: ARBORIST CONSTRUCTION SUPPORT - FACET

Facet will perform the following services:

1. Coordinate with the project team and City for on-going construction monitoring of trees.
2. Provide construction monitoring or other arborist related site visits, as requested by the project team. (Up to 20 visits assumed)
3. If necessary, Tree Risk Assessment by an ISA Tree Risk Assessment Qualified (TRAQ) arborist will be provided.
4. Tree monitoring memorandums to document tree impacts

Deliverables:

- Tree impact memorandums.

TASK 5: GEOTECHNICAL CONSTRUCTION SUPPORT - HWA

HWA will perform the following services:

SCOPE OF WORK

38th Avenue Improvement Project – Phase 2 Construction Support

Page 3

1. On-call Geotechnical consultation support.
2. Attendance at virtual meetings (assumes up to 4)
3. Site visit (assumes 1).
4. Review of submittals from contractor (assumes up to 5)
5. Monthly progress reports and invoicing.

Deliverables:

- Response to questions and submittals via email.

Assumptions:

- All hours shown in the fee are estimated, and may be increased or decreased within the limits of HWA's total budget at the discretion of HWA's project manager.
- All work can be completed within the budgeted hours.
- No additional investigation or laboratory testing will be required.

TASK 6: LIGHTING AND SIGNAL CONSTRUCTION SUPPORT - DKS

DKS will perform the following services:

1. Update lighting analysis for changes to pole locations (Assumes up to 2 light pole location adjustments).
2. Respond to RFI's (assumes up to 3)
3. Review of submittals from contractor (assumes up to 4)
4. Monthly progress reports and invoicing.

Deliverables:

- Lighting Analysis Update
- Response to questions and submittals via email.

FEE

See attached fee breakdown.

EXHIBIT B

City of Gig Harbor 38th Avenue Improvement Project - Phase 2 Construction Support

Date: 4/17/2026

Fee Proposal Summary:

	Description	KPFF Civil	Facet	HWA	DKS	Total Cost
Task 1	Project Management					\$ 7,242
1.1	Monthly Progress Reports and Invoices (up to 15)	\$ 7,242	\$ -	\$ -	\$ -	
Task 2	Civil Engineering Construction Support					\$ 57,016
2.1	Response to RFI's (up to 10)	\$ 4,262	\$ -	\$ -	\$ -	
2.2	Response to submittals (up to 5)	\$ 2,733	\$ -	\$ -	\$ -	
2.3	Plan revisions and clarifications (up to 4)	\$ 10,301	\$ -	\$ -	\$ -	
2.4	On-site meetings for issue resolution (up to 10, 1 staff)	\$ 9,637	\$ -	\$ -	\$ -	
2.5	Weekly meetings (up to 60, 1 staff person)	\$ 19,273	\$ -	\$ -	\$ -	
2.6	Record Drawings	\$ 10,162	\$ -	\$ -	\$ -	
Expenses	Mileage	\$ 648	\$ -	\$ -	\$ -	
Task 3	MEF Documentation (Optional)					\$ 3,409
3.1	Ramp Assessment and MEF Memorandum	\$ 3,409	\$ -		\$ -	
Task 4	Arborist Construction Support					\$ 16,152
4.1	On-Call tree monitoring during construction (up to 20)	\$ -	\$ 14,712	\$ -	\$ -	
Expenses	Mileage	\$ -	\$ 1,440	\$ -	\$ -	
Task 5	Geotechnical Construction Support					\$ 23,124
5.1	Geotechnical Consultation Support	\$ -	\$ -	\$ 13,683	\$ -	
5.2	Virtual meetings (up to 4)	\$ -	\$ -	\$ 1,101	\$ -	
5.3	Site Visit (assumes 1)	\$ -	\$ -	\$ 2,202	\$ -	
5.4	Submittal Reviews (up to 5)	\$ -	\$ -	\$ 3,303	\$ -	
5.5	Progress Reports and Invoicing	\$ -	\$ -	\$ 2,691	\$ -	
Expenses	Mileage	\$ -	\$ -	\$ 144	\$ -	
Task 6	Lighting and Signal Construction Support					\$ 7,557
6.1	Updates to lighting analysis (assume 2 light pole adjustments.	\$ -	\$ -	\$ -	\$ 3,901	
6.2	RFIs (3)	\$ -	\$ -	\$ -	\$ 1,828	
6.3	Material submittals (4)	\$ -	\$ -	\$ -	\$ 1,828	
Total Labor Cost by Firm		\$ 67,668	\$ 16,152	\$ 23,124	\$ 7,557	\$ 114,500

City of Gig Harbor

38th Avenue Improvement Project - Phase 2 Construction Support

Consultant: KPFF - Civil

4/17/2026

Fee Proposal:

TASK	DESCRIPTION		Project Manager	Design Engineer	CAD Technician	Admin	Total Hours	
			Nathan Anderson	Josh Ewing	Michael Vu	Samantha Pier		
Task 1	Project Administration							\$ 7,242
1.1	Monthly Progress Reports and Invoices (up to 15)		15			30	45	\$ 7,242
Task 2	Civil Engineering Construction Support							\$ 56,368
2.1	Response to RFI's (up to 10)		5	20			25	\$ 4,262
2.2	Response to submittals (up to 5)		5	10			15	\$ 2,733
2.3	Plan revisions and clarifications (up to 4)		8	20	40		68	\$ 10,301
2.4	On-site meetings for issue resolution (up to 10, 1 staff)		40				40	\$ 9,637
2.5	Weekly meetings (up to 60, 1 staff person)		80				80	\$ 19,273
2.6	Record Drawings		4	8	60		72	\$ 10,162
Task 3	MEF Documentation (Optional)							\$ 3,409
3.1	Ramp Assessment and MEF Memorandum		4	16				\$ 3,409
Total Hours			161	74	100	30	300	
Direct			\$83.66	\$53.08	\$46.16	\$42.00		
	157.97% OH		\$132.16	\$83.85	\$72.92	\$66.35		
	30.00% Fee		\$25.10	\$15.92	\$13.85	\$12.60		
			\$240.92	\$152.85	\$132.93	\$120.95		
All Inclusive Hourly Rate			\$240.92	\$152.85	\$132.93	\$120.95		Sub-Totals
Sub-Total Burdened Labor Cost			\$ 38,787	\$ 11,311	\$ 13,293	\$ 3,628		\$ 67,020
REIMBURSABLES								
Direct Expenses			Quantity	Unit Cost			Sub-Totals	Totals
	Mileage	900	\$0.72				\$ 648	\$ 648.00
	Reprographics							
	Travel							
	Subcontract							
Total Reimbursables								\$ 648
Total Firm Cost								\$ 67,668

City of Gig Harbor

38th Avenue Improvement Project - Phase 2 Construction Support

Consultant: Facet

4/17/2026

Fee Proposal:

TASK	DESCRIPTION		Principal	Arborist	Admin		Total Hours	
Task 4	Arborist Construction Support							\$ 14,712
4.1	On-Call tree monitoring during construction (up to 20)		4	80	6		90	\$ 14,712
							0	\$ -
							0	\$ -
							0	\$ -
Total Hours			4	80	6		90	
Fully Burdened Rate			\$296.00	\$158.00	\$148.00			
0.00% OH			\$0.00	\$0.00	\$0.00			
0.00% Fee			\$0.00	\$0.00	\$0.00			
			\$296.00	\$158.00	\$148.00			
All Inclusive Hourly Rate			\$296.00	\$158.00	\$148.00			Sub-Totals
Sub-Total Burdened Labor Cost			\$ 1,184	\$ 12,640	\$ 888			\$ 14,712
REIMBURSABLES								
Direct Expenses		Quantity	Unit	Unit Cost			Sub-Totals	Totals
	Mileage	2000		\$ 0.720			\$ 1,440	\$ 1,440.00
	Reprographics			\$ -			\$ -	\$ -
	Travel			\$ -			\$ -	\$ -
	Subcontract			\$ -			\$ -	\$ -
Total Reimbursables								\$ 1,440
Total Firm Cost								\$ 16,152

Fee Proposal:

TASK	DESCRIPTION		Principal IX	Geotech Engr VII	Admin		Total Hours	
Task 5	Geotechnical Construction Support							\$ 22,980
5.1	Geotechnical Consultation Support		8	40			48	\$ 13,683
5.2	Virtual meetings (up to 4)			4			4	\$ 1,101
5.3	Site Visit (assumes 1)			8			8	\$ 2,202
5.4	Submittal Reviews (up to 5)			12			12	\$ 3,303
5.5	Progress Reports and Invoicing			6	6		12	\$ 2,691
Total Hours			8	70	6		84	
	Direct		\$108.00	\$89.00	\$56.00			
	179.28% OH		\$193.62	\$159.56	\$100.40			
	30.00% Fee		\$32.40	\$26.70	\$16.80			
			\$334.02	\$275.26	\$173.20			
	All Inclusive Hourly Rate		\$334.02	\$275.26	\$173.20			Sub-Totals
	Sub-Total Burdened Labor Cost		\$ 2,672	\$ 19,268	\$ 1,039			\$ 22,980
REIMBURSABLES								
Direct Expenses		Quantity	Unit	Unit Cost			Sub-Totals	Totals
	Mileage	200		\$ 0.720			\$ 144	\$ 144.00
	Reprographics			\$ -			\$ -	\$ -
	Travel			\$ -			\$ -	\$ -
	Subcontract			\$ -			\$ -	\$ -
	Total Reimbursables							\$ 144
	Total Firm Cost							\$ 23,124

Fee Proposal:

TASK	DESCRIPTION		Project Manager	Project Engineer	Admin	Total Hours	
			Jerry Liu	Taylor Hart	Betsy McCarthy		
Task 6	Lighting Construction Support						\$ 7,557
6.1	Updates to lighting analysis (assume 2 light pole adjustments.		2	16	2	20	\$ 3,901
6.2	RFIs (3)		1	8		9	\$ 1,828
6.3	Material submittals (4)		1	8		9	\$ 1,828
Total Hours			4	32	2	38	
Direct			\$103.50	\$59.13	\$38.61		
187.07% OH			\$193.62	\$110.61	\$72.23		
30.00% Fee			\$31.05	\$17.74	\$11.58		
			\$328.17	\$187.48	\$122.42		
All Inclusive Hourly Rate			\$328.17	\$187.48	\$122.42		Sub-Totals
Sub-Total Burdened Labor Cost			\$ 1,313	\$ 5,999	\$ 245		\$ 7,557
REIMBURSABLES							
Direct Expenses		Quantity	Unit	Unit Cost		Sub-Totals	Totals
	Mileage			\$ -		\$ -	\$ -
	Reprographics			\$ -		\$ -	\$ -
	Travel			\$ -		\$ -	\$ -
	Subcontract			\$ -		\$ -	\$ -
Total Reimbursables							\$ -
Total Firm Cost							\$ 7,557

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CERTERRA NORTHWEST, LLC**

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

RECITALS

WHEREAS, the City is presently engaged in **38th Avenue Improvement Project Phase 2, CIP-2206** 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-Six Thousand, Eight Hundred Fifty-Nine Dollars and Ninety-Two Cents (\$56,859.92) 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 – Scope of Work**, 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, 2027**; 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, except for professional liability insurance, 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: Ben Fox
CertaLLC
3838 S. Warner St
Tacoma, WA 98409
360-733-7318

City of Gig Harbor
ATTN: Jeff Langhelm, PE
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



Proposal No: 10-260592-P

April 16, 2026

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

Attention: Stephanie Seibel,

Subject: Proposal to Provide Construction Inspection and Testing Services
38th Avenue Improvement Project Phase 2
38th Avenue and 56th Street
Gig Harbor, WA

Certerra Northwest, LLC (“Certerra”) is pleased to present our proposal to provide construction inspection and testing services for the 38th Avenue Improvement Project Phase 2 project.

Project Understanding

We understand that the project will consist of the construction of a roundabout at the intersection of 38th Avenue and 56th Street, curbing and sidewalk along the east side of 38th Avenue, full depth HMA pavement, HMA grind and overlay, concrete driveways, storm sewer, detention vault, sanitary sewer , RRFB signal system, illumination, landscaping, and irrigation and other work. Based on our review of Bid Set of plans and specifications we understand that construction inspection and testing services will be required during earthwork, asphalt, and concrete.

Terms and Conditions

Fee Proposal

We propose to perform the services described herein on a time and materials (hourly or test rate) basis, unless noted, in accordance with the attached Schedule of Fees. Our estimate is based on the following assumed construction durations. Estimates may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding. Our summary of estimated charges for the proposed services is as follows:

Construction Activity	Estimated Costs
Earthwork Related Services	\$27,744.72
Compaction Testing for Asphalt	\$18,708.08
Inspection and Testing of Concrete	\$10,407.12
Total	\$56,859.92

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

Estimate Worksheets

Earthwork Related Services

Item	Quantity	Unit	Unit Price	Total
Soils Engineering Technician	160	HR	\$110.00	\$17,600.00
Sample / Delivery Driver	8	HR	\$100.00	\$800.00
Project Manager	18	HR	\$170.00	\$3,060.00
Administrative	20	HR	\$85.00	\$1,700.00
Trip Charge	44	EA	\$13.63	\$599.72
ASTM D1557 Max Density Optimum Moisture	4	EA	\$325.00	\$1,300.00
ASTM C136 Sieve Analysis, Combined Agg	5	EA	\$225.00	\$1,125.00
ASTM D5821 Percent Fractured Particles	4	EA	\$190.00	\$760.00
ASTM D2419 Sand Equivalent	4	EA	\$200.00	\$800.00

Subtotal **\$27,744.72**

- The above estimates up to 40 – 4-hour visits for compaction testing and 4 – 2-hour visits for sampling of material at the source.
- The above estimates laboratory testing for Crushed Surfacing Base Course (x2), CSTC, Gravel Borrow, and Permeable Ballast at WSDOT frequencies of one sample per 2,000 tons.

Compaction Testing for Asphalt

Item	Quantity	Unit	Unit Price	Total
In-Place Density Tech - Asphalt	64	HR	\$105.00	\$6,720.00
Sample / Delivery Driver	16	HR	\$100.00	\$1,600.00
Project Manager	10	HR	\$170.00	\$1,700.00
Administrative	12	HR	\$85.00	\$1,020.00
Trip Charge	16	EA	\$13.63	\$218.08
AASHTO T308 Asphalt Content by Ignition	8	EA	\$345.00	\$2,760.00
AASHTO T27 Sieve Analysis, Combined Agg	8	EA	\$225.00	\$1,800.00
AASHTO T209 Theoretical Maximum Density	8	EA	\$195.00	\$1,560.00
AASHTO T176 Sand Equivalent	2	EA	\$200.00	\$400.00
AASHTO T335 Percent Fractured Particles	2	EA	\$190.00	\$380.00
AASHTO T304 Angularity & Voids in Fines	2	EA	\$275.00	\$550.00
Subtotal				\$18,708.08

- The above estimates up to 8 – 8-hour visits for compaction testing of asphalt and 8 – 2-hour visits for sampling of asphalt at the plant.
- The above estimates laboratory testing for ½" HMA at the project specifications 800 tons or once per day for each sample.
- The above estimates laboratory testing for ½" HMA aggregate properties at the WSDOT frequency of on sample per 2,000 tons.

Inspection and Testing of Concrete				
Item	Quantity	Unit	Unit Price	Total
Special Inspector Reinforced Concrete	48	HR	\$95.00	\$4,560.00
Sample / Delivery Driver	20	HR	\$100.00	\$2,000.00
Project Manager	5	HR	\$170.00	\$850.00
Administrative	6	HR	\$85.00	\$510.00
Trip Charge	24	EA	\$13.63	\$327.12
AASTHO T22 Cast Concrete Cyl 4x8	48	EA	\$45.00	\$2,160.00
Subtotal				\$10,407.12

- The above estimates up to 12 – 4-hour visits for concrete testing and associated time for picking up compressive strength samples.

Scope of Work

A detailed description of the tasks required to complete this scope of work and an estimate of the costs associated with our work are detailed herein.

Earthwork Related Services

Testing: For trench backfill and pavement aggregate we will provide a technician to perform in place density tests at locations and frequencies as directed by your representative, as determined by project documents, and/or design, or in accordance with the governing public agency guidelines. Testing will be performed after the contractor completes compaction. Observation of contractor's means and methods is not part of this scope. As required, associated laboratory testing samples will be obtained during onsite testing.

In-place density testing will be performed in accordance with the nuclear gauge method (ASTM D6938) to verify that the minimum compaction requirements are attained at frequencies specified by the contract documents.

Laboratory Testing: Laboratory analysis of soils/aggregate to be utilized during construction will be performed to verify conformance to the project specifications. This may include sampling and testing prior to materials being imported to the project site, if requested.

Laboratory determination of soils maximum density and the relationship between molding water content and dry unit weight of soils (compaction curve) will be determined in accordance with ASTM D1557 test method as specified by project documents.

When required by project documents, grain size analysis of soils will be performed in accordance with ASTM C136/C117, percent fracture in accordance with ASTM D5821, and sand equivalent in accordance with ASTM D2419.

Compaction Testing for Asphalt

Testing: In-place density testing will be performed with the nuclear gauge per AASHTO T 355 to verify that the minimum compaction requirements are attained at frequencies specified by the contract documents. These services will also include monitoring of asphalt temperatures and rolling procedures.

Laboratory Testing: Laboratory analysis of asphalt will be conducted to verify conformance to the project specifications. This may include sampling and testing of the asphalt from the batch plant. The laboratory will assess the maximum density of the asphalt in accordance with AASHTO T209. Additionally, a sieve analysis of both fine and coarse aggregates will be performed following AASHTO T27/T11 standards. The binder content of the asphalt concrete will be evaluated per AASHTO T308. Finally, aggregate properties will be determined in accordance with AASHTO T176 (sand equivalent), AASHTO T335 (percent fracture), and angularity and voids content (AASHTO T304).

Inspection and Testing of Concrete

Inspection: We will provide an ACI certified Inspector to perform special inspection of the concrete form work (shape, location and dimensions), reinforcing steel size/placement, structural embeds, and concrete placement. Our inspector will provide continuous inspection during the placement of structural concrete to verify proper application techniques.

Testing: Our inspector will sample fresh concrete and obtain samples for strength testing, perform slump and air entrainment tests and monitor the temperature of the concrete. A set of four test cylinders will be cast at frequencies specified within the contract documents, for each class of concrete placed each day.

Laboratory Testing: Strength test cylinders will be cured in our laboratory in accordance with AASHTO T22 until they are compression tested in accordance with AASHTO T22 at ages specified within the project specifications. Copies of the results of all compression tests will be provided upon completion of the test.

Added Services

Our base estimate may vary due to unforeseen circumstances that may develop during the work or due to extended construction duration. Under these circumstances, a revision to our scope, schedule, and/or fee will likely be required. Certerra will notify you if/when we anticipate that it will be necessary for us to provide services in addition to our base scope and will obtain written confirmation that we are authorized to do so.

Professional Insurance

We maintain liability and workers' compensation insurance coverage and amounts consistent with industry standards for the services being proposed herein. Certificates of insurance will be provided upon request.



Closure

Our services will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the services are performed. This warranty is in lieu of all other warranties, either expressed or implied.

By signing below, you hereby authorize Certerra to proceed with services outlined in this proposal and agree that all services and anything arising out of or in any way related to this proposal will be governed by Certerra's Fee Schedule and General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and Certerra and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact Ben Fox at bfox@certerra.com.

Authorized By:

City of Gig Harbor

Respectfully submitted,

Certerra Northwest, LLC

A handwritten signature in blue ink, appearing to read "Kevin Rink", written over a horizontal line.

(Signature)

(Signature)

Divisional Vice President

(Title)

(Title)

4/16/2026

(Date)

(Date)



Fee Schedule

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Project Engineer - Laboratory	HR	\$175.00
Administrative	HR	\$85.00
Principal Engineer	HR	\$230.00
Principal Engineer - Expert Witness	HR	\$255.00
Technical Director	HR	\$200.00
Associate	HR	\$205.00
Project Engineer	HR	\$175.00
Project Engineer II	HR	\$185.00
Engineering Staff	HR	\$140.00
Project Manager	HR	\$170.00
Principal Geologist	HR	\$230.00
Principal Geologist - Expert Witness	HR	\$255.00
Project Geologist	HR	\$175.00
Project Geologist II	HR	\$185.00
Geologist Staff	HR	\$140.00
Environmental Professional	HR	\$175.00
Building Envelope Consultant	HR	\$175.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$110.00
Engineering Technician	HR	\$105.00
Senior Engineering Technician	HR	\$150.00
Environmental Technician	HR	\$140.00
Commissioning Agent	HR	\$165.00
Commissioning Field Technician	HR	\$110.00
In-Place Density Tech - Asphalt	HR	\$105.00
Laboratory Technician - Field Lab	HR	\$110.00
Special Inspector Reinforced Concrete	HR	\$95.00
Special Inspector Prestressed Concrete	HR	\$95.00

Sample / Delivery Driver	HR	\$100.00
Special Inspector Fire Proofing	HR	\$100.00
Special Inspector Post Installed Anchors	HR	\$95.00
Special Inspector Masonry	HR	\$95.00
Special Inspector Shotcrete	HR	\$95.00
Special Inspector PT Concrete	HR	\$100.00
Special Inspector Fire Stopping	HR	\$100.00
Special Inspector Structural Steel	HR	\$105.00
Special Inspector High Strength Bolting	HR	\$105.00
Special Inspector Wood Construction	HR	\$105.00
NDT ASNT Level II Field	HR	\$130.00
NDT ASNT Level III Field	HR	\$185.00
NACE Coating Inspector Level 2	HR	\$125.00
Pull Torque Testing Technician	HR	\$115.00
Project Inspector (IOR)	HR	\$120.00
Lead Coring Technician	HR	\$145.00
Assistant Coring Technician	HR	\$145.00
Ground Penetrating Radar Technician	HR	\$190.00
Quality Control Manager	HR	\$145.00
Seismic Attachment Inspection	HR	\$110.00
HAZWOPER / Confined Space Entry Tech	HR	\$140.00
Certified Mix Design Tech (CMDT)	HR	\$160.00
Building Envelope Air Leakage Tech	HR	\$110.00
Building Envelope Fenestration Tech	HR	\$110.00
Building Envelope Field Technician	HR	\$110.00
Building Envelope Inspector	HR	\$135.00
CESCL Inspector	HR	\$110.00
Cold-Formed Steel Framing Inspector	HR	\$105.00
Laboratory Technician Sample Prep	HR	\$110.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$95.00

Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D7263 Dry Density Method B	EA	\$45.00
ASTM D7263 Dry Density Method A	EA	\$90.00
Geo Sieve	EA	\$65.00
ASTM D4318 Plasticity Index of Soils	EA	\$280.00
ASTM D1883 California Bearing Ratio	EA	\$1,100.00
ASTM D2435 Consolidation Add Load/Rate	EA	\$80.00
ASTM D2435 Consolidation with Time Rate	EA	\$725.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$845.00
ASTM D4829 Expansion Index of Soils	EA	\$525.00
ASTM D2166 Unconfined Comp Strength	EA	\$185.00
ASTM D5333 Hydro Collapse Potential	EA	\$515.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$47.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$35.00
ASTM D698 Maximum Density Std Effort	EA	\$325.00
ASTM D1557 Max Density Optimum Moisture	EA	\$325.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$175.00
ASTM D4972 pH of Soils	EA	\$145.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$350.00
ASTM D2419 Sand Equivalent	EA	\$200.00
ASTM D2434 Const Head Permeability Test	EA	\$615.00
ASTM D1140 Materials Finer than #200	EA	\$160.00
ASTM D422 Hydrometer Anaylsis	EA	\$226.00
ASTM D854 Specific Gravity of Soils	EA	\$190.00
ASTM D4546 Swell Potential	EA	\$725.00
ASTM D558 Soil-Cement Maximum Density	EA	\$395.00
ASTM D1633 Compression Test Soil Cement	EA	\$95.00
AASHTO T290 Water-Soluble Sulfate Soil	EA	\$95.00
AASHTOT291 Water-SolubleChloride in Soil	EA	\$95.00
AASHTO T100 Specific Gravity of Soils	EA	\$190.00
AASHTO T180 Maximum Density (Modified)	EA	\$325.00
AASHTO T89 Atterberg - LL	EA	\$280.00

AASHTO T90 Atterberg - PL/PI	EA	\$280.00
ASTM D3080 Residual Direct Shear	EA	\$405.00
ASTM D5084 Flexible Wall Permeability	EA	\$725.00
ASTM D4546 Swell Potential Method C	EA	\$697.50
ASTM D7928 Grading using Hydrometer	EA	\$505.00
ASTM G187 Soil Resistivity Two-Electrode	EA	\$325.00
AASHTO T193 California Bearing Ratio	EA	\$1,100.00
AASHTO T208 Unconfined Comp Strength	EA	\$185.00
AASHTO T216 Additional Load/Rate	EA	\$80.00
AASHTO T216 Consol w/ Time Rate	EA	\$725.00
AASHTO T236, Direct Shear	EA	\$845.00
AASHTO T265 Moisture Content of Soils	EA	\$35.00
AASHTO T288 Minimum Soil Resistivity	EA	\$325.00
AASHTO T289 pH of Soils	EA	\$145.00
AASHTO T99 Max Density, Standard Effort	EA	\$325.00
AASHTO T258 Expansion of Soils	EA	\$525.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$125.00
ASTM C140 Block Moisture & Absorption	SET	\$175.00
ASTM C90 Masonry Block Conformance	SET	\$175.00
ASTM C780 Mortar Cylinder Compression	EA	\$60.00
ASTM C1019 Grout Prism Compression	EA	\$60.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$175.00
ASTM C109 Compressive Strength 2" Cube	EA	\$60.00

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C642 Density Concrete	EA	\$260.00
ASTM C39 Cast Concrete Cyl 4x8	EA	\$45.00
ASTM C42 Compressive Strength, Core	EA	\$100.00
ASTM C39 Cyl Tested out of Sequence	EA	\$65.00
ASTM C495 Lightweight Concrete Strength	EA	\$50.00

ASTM C78 Flexural Strength, Beam	EA	\$150.00
ASTM D4832 Compressive Strength CLSM	EA	\$45.00
ASTM C1140 Shotcrete Panel Test	SET	\$80.00
ASTM C496 Splitting Tensile Test	EA	\$175.00
ASTM C495 Density - Lightweight Concrete	EA	\$80.00
ASTM D2850 Triaxial Compression Tst - UU	EA	\$325.00
ASTM D4767 Triaxial Compression Tst - CU	EA	\$3,250.00
ASTM D4543 Unconf Compr Strgth Rck	EA	\$240.00
ASTM D7012 Unconf Compr Strgth Rck MdC	EA	\$325.00
ASTM C1260 Alkali-Silica Reactivity	EA	\$1,100.00
ASTM C1567 Alkali-Silica Reactivity	EA	\$1,100.00
ASTM C579 Compressive Strength	EA	\$60.00
AASHTO T106 Compressive Strength 2" Cube	EA	\$60.00
AASHTO T97 Flexural Strength, Beam	EA	\$150.00
AASHTO T22 Cast Concrete Cyl 4x8	EA	\$45.00

Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$125.00
ASTM D1188 Core Density Parafilm Coated	EA	\$285.00
ASTM D2041 Maximum Theoretical Density	EA	\$195.00
ASTM D6307 Ignition Oven Calibration	EA	\$525.00
ASTM D6307 Asphalt Content by Ignition	EA	\$345.00
AASHTO T275 Core Density Paraffin Coated	EA	\$285.00
AASHTO T308 Asphalt Content by Ignition	EA	\$345.00
AASHTO T209 Theoretical Maximum Density	EA	\$195.00
AASHTO T312/T166 LTMD Gyratory Compactor	EA	\$600.00
AASHTO T30 Gradation Extracted Agg	EA	\$225.00
ASTM D6925 Relative Density by Gyratory	EA	\$600.00
ODOT TM 323 Ignition Oven Calibration	UN	\$525.00
ODOT TM 323 Asphalt Content by Ignition	UN	\$345.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
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ASTM C131 Abrasion, Los Angeles Rattler	EA	\$405.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$155.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$215.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$215.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$275.00
ASTM C566 Moisture Content by Drying	EA	\$65.00
ASTM C117 Materials Finer than No. 200	EA	\$160.00
ASTM D2419 Sand Equivalent	EA	\$200.00
ASTM D4791 Flat & Elongated Particles	EA	\$190.00
ASTM D5821 Percent Fractured Particles	EA	\$190.00
ASTM C123 Percent Lightweight Particles	EA	\$250.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$545.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$225.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$200.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$200.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$190.00
ASTM C29 Unit Weight of Aggregate	EA	\$190.00
ASTM C535, Abrasion Large Aggregate	EA	\$405.00
AASHTO T304 Angularity & Voids in Fines	EA	\$275.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$215.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$215.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$405.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$225.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$200.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$200.00
AASHTO T176 Sand Equivalent	EA	\$200.00
AASHTO T335 Percent Fractured Particles	EA	\$190.00
US ACOE CRD-C148 Expans Breakdown, Stone	EA	\$460.00
AASHTO T113 Lightweight Particles Aggs	EA	\$525.00
ODOT TM208 Air Agg Degradation	EA	\$385.00
ODOT TM225 Wood Particles in Aggs	EA	\$145.00
ASTM D3967 Split Tens Strng Rock	EA	\$225.00
ASTM D4543 Unit Weight, Rock	EA	\$240.00

ASTM D5731 Pt Ld Strng Index Rock	EA	\$225.00
AASHTO T104 Soundness by Sodium Sulfate	EA	\$545.00
AASHTO T11 Materials Finer than #200	EA	\$160.00
AASHTO T112 Clay & Friable Particles	EA	\$190.00
AASHTO T19 Density and Voids in Aggs	EA	\$190.00

Equipment Charges

Product Name	Units	Rate (\$)
Proof Load Testing Equipment	DAY	\$140.00
VOC Meter	DAY	\$310.00
Ultrasonic Flaw Detector Usage (Equipment Usage)	DAY	\$110.00
Cargo/Flatbed Trailer per day	Day	\$150.00
Supplied Air Respirator System	Day	\$240.00
Oxygen Monitor	Day	\$35.00
Photo Ionization Detector	Day	\$145.00
Combustible Gas Meter	Day	\$70.00
Dynamic Cone Penetrometer	HR	\$75.00
Per Diem	DAY	Quote
Refraction Seismograph	HR	\$600.00
Hand Auger	HOURL	Quote
Geoprobe	FT	\$25.00
Zip Level	Day	\$170.00
Speedy Moisture Tester	EA	\$50.00
Penetrant Test Unit and Consumables	EA	\$125.00
Torque Wrench (600 ft/lb capacity)	EA	\$60.00
Inclinometer	Day	\$440.00
Manometer	Day	\$55.00
Trip Charge	EA	\$13.63
Moisture Emission Test Kit	EA	\$75.00
Williamson Drive Probe	EA	\$12.00
Rebar Locator / Pachometer	DAY	\$115.00
Nuclear Density Test Gauge	Unit	\$85.00
Hand Held Turbidity Meter	DAY	\$55.00

Ultrasonic Test Unit and Consumables	DAY	\$45.00
Magnetic Particle Test Unit	DAY	\$45.00
Skidmore	DAY	\$110.00
Schmidt Hammer	DAY	\$115.00
Rh Probes	EA	\$75.00
Anchor Pull Test Device	EA	\$150.00
Fiber Optic Scope	Day	\$50.00
Wood Moisture Meter	Day	\$35.00
Floor Flatness/Levelness Device	Day	\$325.00
Torque Wrench	DAY	\$45.00
GK-403 Readout Box	Day	\$30.00
Drive Sleeve Apparatus	Day	\$30.00
Vibrating Wire Datalogger	Mon	\$60.00
Electricity 4-Probe Wenner Array	EA	\$190.00
Drone Test Flight	EA	\$350.00

General Charges

Personnel Charges for Professional Staff will be rounded upward to the nearest ¼ hour. Personnel Charges for Field Staff services will be charged on a portal-to-portal basis with time rounded upward to the nearest whole hour.

A daily four-hour minimum charge applies to Personnel Charges for Field Staff per staff member. Same day cancellations will incur a two-hour minimum charge.

Rates are valid through December 30, 2026. Rates for personnel will increase by 8% per year on July 1st of each subsequent year.

Outside services, equipment rental, and reimbursables will be billed at cost plus 15% unless billed directly to and paid for by Client.

Additional services not listed in our scope of work will be charged on a time and material basis in accordance with the schedule of fees above.

Overtime Charges

Work performed more than 8 hours per day, weekends, and holidays will be billed at 1.50 times the unit rate.

Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.50 times the unit rate.

Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.00 times the unit rate.

A 20% surcharge will be applied for laboratory tests performed when expedited service is requested and for services requested to be performed on weekends or holidays. on a Saturday or Sunday.

Per Diem Travel Charges

The daily per diem charge listed in the fee schedule will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.

Night Work

A \$5.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.



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

Meeting Date: June 8, 2026

SUBJECT: Public Hearing for Ordinance 1562 Amending GHMC 17.80 Sign Code

SUBMITTED BY: Eric Baker

DEPARTMENT: Community Development

PHONE: 253-530-7073

SUGGESTED MOTION: Move to approve Ordinance 1562 adopting the proposed amendments to GHMC 17.80 Sign Code.

BACKGROUND INFORMATION: Upon staff and legal review of GHMC 17.80, ambiguity was found between code sections, past practice and Council direction in implementation of sign regulations. These were found in the definition of "sign". These issues created confusion regarding which signs are covered by the code and where certain temporary signs can be located on right of way and private property. Staff prepared recommended revisions to address these issues. In 2025, the Planning Commission held a public hearing on the proposal and recommended a revised draft for Council consideration. At the April 30, 2026 Council Study Session, Council directed staff to revise those codes that applied to temporary signs in the right of way (definition of "sign") and prepare an ordinance for consideration.

FISCAL CONSIDERATION: This section details the financial issues involved in the issue before Council, if applicable. It can include only the information contained in the table below or it can include additional financial information.

Expenditure Required: \$ 0	Amount Budgeted: \$ 0	Appropriation Required: \$ 0
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ATTACHMENTS: None

STRATEGIC PLAN PRIORITY: Maintain small town character and historic preservation while growing responsibly

ORDINANCE XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTERS 17.80 OF THE GIG HARBOR MUNICIPAL CODE TO UPDATE SIGN CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor is required to plan for growth and development in accordance with the Washington State Growth Management Act (Chapter 36.70A of the Revised Code of Washington), hereinafter referred to as “the Act”; and

WHEREAS, the Act mandates the City adopt development regulations to include, but not limited to, zoning, site design, community character and traffic mitigation; and

WHEREAS, the City has adopted sign regulations as part of GHMC 17.80 to ensure consistent signage design, location and construction; and

WHEREAS, these regulations apply to temporary and permanent signage to provide for a consistent community esthetic, reduce traffic distractions, maintain efficient city operations and minimize conflicts with pedestrian infrastructure; and

WHEREAS, the City historically implemented sign code for all forms of signage including commercial, political, general and others; and

WHEREAS, City Code has limited installation temporary signage in rights of way to short durations at specific intersections and road segments with valid permits across the City; and

WHEREAS, recent federal court cases have required jurisdictions to implement sign regulations in a manner that is “content neutral” based solely on characteristics such as size, height and location; and

WHEREAS, GHMC 17.80.030 defines “sign” in a manner that specifically references certain content focused solely on signage for commercial activities; and

WHEREAS, to address this inconsistency and continue historic temporary sign implementation in rights of way, staff prepared draft amendments to the definition of “sign” to be inclusive to all forms of signage; and

WHEREAS, the proposed amendments were submitted to Commerce for state review and advertised to the public for review and comment; and

WHEREAS, the Planning Commission reviewed the proposed code amendments, held a public hearing and made a recommendation to City Council on July 17, 2025; and

WHEREAS, at the July 31, 2025 City Council Study Session, the Planning Commission recommendation was discussed and ultimately tabled until early 2026 for further consideration; and

WHEREAS, at the April 30, 2026 City Council Study Session, the recommendation was re-introduced and Council directed staff to prepare an Ordinance amending the definition of “sign” in GHMC 17.80.030; and

WHEREAS, the City Council, after timely and effective public notice, held a First Reading of the Ordinance and public hearing on June 8, 2026; and

WHEREAS, the City Council deliberated _____

WHEREAS, the revised amendments are consistent with recent court rulings, state statutes including the Growth Management Act, Puget Sound Regional Council VISION 2050, Pierce County Countywide Planning Policies and City of Gig Harbor Comprehensive Plan.

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

Section 1. GHMC 17.80 is amended as follows:

17.80.030 Definitions

~~40. “Sign” means:~~

~~a. Any visual communication device, structure, or fixture which is visible from any public right-of-way or waterway placed for the promotion of products, goods, services, events or to identify a building, using sign graphics or trademarks; or~~

~~b. Steel, plastic or similar panels displaying corporate colors, logos or trademarks and as are common on corporate signature buildings to give identity to the business (corporate colors which conform to the city’s design manual requirements for color shall be excluded from this definition of a sign); or~~

~~c. Inflatable figures, balloons (in a display of six or more), festoons, streamers, spinners, product representations and advertisements for services which are attached to a fixed object or stationary vehicle.~~

40. “Sign” means any device, structure, fixture, placard, surface, awning, banner, balloon or thing using graphics, lights, symbols and/or written copy designed, used or

displayed for the purpose of advertising, informing, identifying, attracting attention to, or promoting the interest of any person, institution, business, event, product, goods or services; provided, that the same is visible from a street, way, sidewalk, or parking area open to the public.

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

Section 3. 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.

Section 4. Effective Date. This ordinance shall take effect immediately after passage and publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this June _____, 2026

Mary K. Barber
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Tiffany Aliment
Acting City Clerk

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
W	Jun 3	5:30 pm	Parks Commission	CANCELLED
TH	Jun 4	5:30 pm	Planning Commission	CANCELLED
M	Jun 8	5:30pm	City Council Meeting	see agenda
TH	Jun 11	3:00pm	City Council Study Session	• Unified Regional Approach (URA) to Homelessness Presentation (Presentation from Pierce County Council Chair Hitchen and County Council staff Mary Connolly) • Critical Areas Ordinance Planning Commission Recommendation • Commercial Fishing Homeport Moorage Agreements and Regulations
TH	June 11	5:30 pm	Design Review Board	Gig Harbor High School Track & Field Renovation Fence Height
TU	June 16	1:30 pm	Hearing Examiner	GHHS Field and Track Renovation
Tu	Jun 16	11:00am	Arts Commission Meeting	
Th	Jun 16	1:30 pm	Hearing Examiner	GHHS Field and Track Renovation
TH	Jun 18	3:00pm	City Council Study Session	• 2027 Legislative Agenda • Wastewater Comp Plan Technical Amendment – Gracie Place Plat • Potential Partnership with PenMet Parks
M	Jun 22	5:30pm	City Council Meeting	Presentations: • America 250th proclamation • Harbor Hill Sanctuary Joint Proclamation w/Pierce County Business: • Public Hearing: Resolution 1361 – 2027-2032 Six-Year Transportation Improvement Program (TIP) • First Reading of Critical Areas Ordinance
TH	Jun 25	3:00pm	City Council Study Session	CANCELLED
TU	Jul 7	1:30 pm	Hearing Examiner	Chatman Pier Extension
M	Jul 13	5:30pm	City Council Meeting	Business: • Tourism Promotion Area Interlocal Agreement • Resolution XXXX - Wastewater Comp Plan Technical Amendment – Gracie Place Plat •
M	Jul 27	5:30pm	City Council Meeting	Staff Reports • Quarterly Finance and Budget Reports

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
				Business: Public Works Contract Award for Public Works Construction, Materials Testing, and Construction Support – Commercial Fishing Homeport
TH	Aug 6	3:00pm	Civil Service Commission Quarterly Meeting	TBD
M	Sept 14	5:30pm	City Council Meeting	Presentations: State of the Library Update (Executive Director, Gretchen Caserotti)