

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, August 10, 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

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. City Council Minutes: May 26, 2026; May 28, 2026; June 8, 2026; June 11, 2026
2. Approval of Vouchers: AP check numbers 202894 thru 202966 and ACH payments in the amount of \$608,139.41
3. Approval of Payroll
4. Approval of Ordinance 1565 Amending the City's Wage Schedule
5. Adoption of Amended Contract for Prosecuting Attorney Services
6. Easement with Peninsula Light Co. for Water System Transformer
7. Appointment of Larry Bradbury to the Historic Preservation Commission with a Term Expiring September 30, 2029

8. **Appointment of Mark Burcar, Katy Cornell, and Rosalyn Rochac-Finnegan to the Planning Commission with Terms Expiring June 30, 2030**
9. **Appointment of Kris Ballerini, Shane Kennedy, and John Petraitis to the Salary Commission with Terms Expiring September 30, 2027, September 30, 2027, and September 30, 2029, respectively**

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. **Department Updates**

BUSINESS ITEMS

1. **Public Works Contract Award for Public Works Construction, Materials Testing, and Construction Support – Commercial Fishing Homeport***Suggested Motion: Approve and authorize the following related to the City's Commercial Fishing Homeport:*
 1. *The Mayor to execute a Public Works Construction Contract with Redside Construction, LLC in an amount of \$ 3,603,032.16 :*
 2. *The Mayor to execute a Professional Services Contract for materials testing with Material Testing & Consulting, Inc. in an amount of \$ 12,034.00;*
 3. *The City Engineer to approve additional Public Works Construction Contract (Change Order Authority) expenditures up to \$ 145,000;*
 4. *The Mayor to execute a Professional Services Contract for construction support with Facet in an amount not to exceed of \$ 312,857.00.*
 - a. Staff Report: Senior Engineer Stephanie Seibel
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action
2. **Resolution No. 1366 Rejecting all Bids Received for Splash Pad Plumbing and Rewiring (CIP-2506)***Suggested Motion: Approve Resolution No. 1366 that rejects all bids received for the Splash Pad Plumbing and Rewiring Project, and directs staff to include funding in the project for the 2027-2028 Biennial Budget cycle.*

- a. Staff Report: Public Works Director Jeff Langhelm, PE
- 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 Meeting Agenda Bill**

Meeting Date: August 10, 2026

SUBJECT: First Reading and Adoption of Ordinance 1565 Amending the City's Wage Schedule

SUBMITTED BY: Human Resources Director Shannon Costanti

DEPARTMENT: Human Resources

PHONE: 253-851-5039

SUGGESTED MOTION: Move to approve Ordinance 1565

BACKGROUND INFORMATION: The city has identified the need to reclassify two existing positions and retitle two additional positions to better align staff responsibilities with the organization's operational needs.

The Assistant City Clerk position has been revised to include expanded administrative and operational support for the Executive Office. Reclassifying the position as Executive Assistant is expected to improve organizational efficiency by providing direct, high-level administrative and operational support while allowing the Mayor and City Administrator to focus on strategic initiatives and organizational priorities. The position will continue to serve as the secondary support for City Clerk functions and responsibilities.

The Human Resources Assistant position has been revised to include additional responsibilities related to facilitating recruitment and onboarding activities, training coordination and tracking, and support of risk management and workplace safety programs. Reclassifying the position as Human Resources Coordinator better reflects these expanded responsibilities and allows other human resources staff to dedicate additional time to administration of the city's leave management program, which has become increasingly complex due to evolving state and federal law requirements.

Additionally, the titles of two existing positions are being updated to better reflect and align with operational needs of the organization: Operations Supervisor – Grounds & Facilities and Operations Supervisor – Wastewater. These title changes do not modify the duties or compensation associated with these positions.

Ordinance 1565 amends the city's wage schedule to establish the pay ranges for the reclassified positions and to reflect the updated position titles.

FISCAL CONSIDERATION: No budget allocation amendments are required for this wage schedule adjustment.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Ordinance 1565

2. Ordinance 1565 Exhibit A (proposed wage schedule)
 3. Executive Assistant job description
 4. Human Resources Coordinator job description
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STRATEGIC PLAN PRIORITY: Foster a health city organization

ORDINANCE 1565

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE CITY'S PERSONNEL WAGE SCHEDULE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the city council adopted the 2025-26 Budget and Wage Schedule through Ordinance 1532 on November 25, 2024 (subsequently amended by Ordinance 1560, Exhibit A); and

WHEREAS, it is necessary and appropriate to establish the wage schedule for employees of the City of Gig Harbor by ordinance; and

WHEREAS, pursuant to RCW 35A.11.020, the city council has the budget authority to modify the compensation of its officers and employees; and

WHEREAS, the city council desires to reclassify the Assistant City Clerk to Executive Assistant;

WHEREAS, the city council desires to reclassify the Human Resources Assistant to Human Resources Coordinator;

WHEREAS, the city council desires to retitle the Operations Supervisor – Parks & Facilities to Operations Supervisor – Grounds & Facilities;

WHEREAS, the city council desires to retitle the Wastewater Superintendent to Operations Supervisor – Wastewater;

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

Section 1. Exhibit B of Ordinance 1532 (as amended by Ordinance 1560, Exhibit A), which adopted the wage schedule shall be replaced with the wage schedule attached to this ordinance as Exhibit A.

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

Section 3. 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 and be in full force five (5) days 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 10th day of August 2026.

Mary K. Barber
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Tiffany Aliment
City Clerk

Exhibit A
City of Gig Harbor
Wage Schedule

2.7% COLA - GU, SU, Non-Rep - 2026

Pay Grade	Job Title	Group	FLSA Status	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
53	Court Assistant (0.6 FTE)	GU - 117	Non-Exempt	Hourly	27.0674	27.9471	28.8554	29.7932	30.7615	31.7612	32.7934	33.8592
53	Custodian	GU - 117	Non-Exempt	Hourly	27.0674	27.9471	28.8554	29.7932	30.7615	31.7612	32.7934	33.8592
53	Laborer	GU - 117	Non-Exempt	Hourly	27.0674	27.9471	28.8554	29.7932	30.7615	31.7612	32.7934	33.8592
54	Currently Unassigned	N/A	N/A	Hourly	28.6953	29.6279	30.5908	31.585	32.6115	33.6714	34.7657	35.8956
55	Community Development Assistant	GU - 117	Non-Exempt	Hourly	30.9722	31.9788	33.0181	34.0912	35.1992	36.3432	37.5244	38.7439
55	Police Services Specialist	GU - 117	Non-Exempt	Hourly	30.9722	31.9788	33.0181	34.0912	35.1992	36.3432	37.5244	38.7439
55	Public Works Assistant	GU - 117	Non-Exempt	Hourly	30.9722	31.9788	33.0181	34.0912	35.1992	36.3432	37.5244	38.7439
56	Finance Technician	GU - 117	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
56	Human Resources Coordinator	Non-Rep	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
56	Judicial Specialist	GU - 117	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
56	Maintenance Technician	GU - 117	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
56	Planning Technician	GU - 117	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
56	Property & Evidence Technician	GU - 117	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
56	Utility Billing Technician	GU - 117	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
56	Wastewater Collection System Technician II	GU - 117	Non-Exempt	Hourly	34.0897	35.1976	36.3415	37.5226	38.7421	40.0012	41.3012	42.6435
55a	Wastewater Operator in Training	GU - 117	Non-Exempt	Hourly	35.2158							
55a	Water Operator in Training	GU - 117	Non-Exempt	Hourly	35.2158							
57	Assistant Planner	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Building Maintenance Technician	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Code Compliance Officer	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Engineering Technician	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Information Technology Services Support Technician	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Permit Coordinator	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Wastewater Operator I	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Water Operator I	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
57	Water Quality Specialist	GU - 117	Non-Exempt	Hourly	38.1753	39.416	40.697	42.0197	43.3853	44.7953	46.2511	47.7543
58	Associate Planner	GU - 117	Non-Exempt	Hourly	41.995	43.3598	44.769	46.224	47.7263	49.2774	50.8789	52.5325
58	Building Inspector / Plans Reviewer	GU - 117	Non-Exempt	Hourly	41.995	43.3598	44.769	46.224	47.7263	49.2774	50.8789	52.5325
58	Construction Inspector	GU - 117	Non-Exempt	Hourly	41.995	43.3598	44.769	46.224	47.7263	49.2774	50.8789	52.5325
58	Contract Administrator	GU - 117	Non-Exempt	Hourly	41.995	43.3598	44.769	46.224	47.7263	49.2774	50.8789	52.5325
58	GIS Coordinator	GU - 117	Non-Exempt	Hourly	41.995	43.3598	44.769	46.224	47.7263	49.2774	50.8789	52.5325
58	Human Resources / Payroll Specialist	Non-Rep	Non-Exempt	Hourly	41.995	43.3598	44.769	46.224	47.7263	49.2774	50.8789	52.5325
58	Mechanic	GU - 117	Non-Exempt	Hourly	41.995	43.3598	44.769	46.224	47.7263	49.2774	50.8789	52.5325
59	Assistant Building Official / Fire Marshal	GU - 117	Non-Exempt	Hourly	46.187	47.6881	49.238	50.8382	52.4904	54.1963	55.9577	57.7763
59	Construction Supervisor	GU - 117	Non-Exempt	Hourly	46.187	47.6881	49.238	50.8382	52.4904	54.1963	55.9577	57.7763
59	Engineering Project Manager	GU - 117	Non-Exempt	Hourly	46.187	47.6881	49.238	50.8382	52.4904	54.1963	55.9577	57.7763
59	NPDES Coordinator	GU - 117	Non-Exempt	Hourly	46.187	47.6881	49.238	50.8382	52.4904	54.1963	55.9577	57.7763
59	Wastewater Operator II	GU - 117	Non-Exempt	Hourly	46.187	47.6881	49.238	50.8382	52.4904	54.1963	55.9577	57.7763
59	Water Operator II	GU - 117	Non-Exempt	Hourly	46.187	47.6881	49.238	50.8382	52.4904	54.1963	55.9577	57.7763
60	Associate Engineer	GU - 117	Non-Exempt	Hourly	50.8153	52.4668	54.172	55.9326	57.7504	59.6273	61.5652	63.5661
60	Development Review Engineer	GU - 117	Non-Exempt	Hourly	50.8153	52.4668	54.172	55.9326	57.7504	59.6273	61.5652	63.5661
60	Wastewater Operator III	GU - 117	Non-Exempt	Hourly	50.8153	52.4668	54.172	55.9326	57.7504	59.6273	61.5652	63.5661
60	Water Operator III	GU - 117	Non-Exempt	Hourly	50.8153	52.4668	54.172	55.9326	57.7504	59.6273	61.5652	63.5661
61	Operations Supervisor - Grounds & Facilities	SU - 313	Non-Exempt	Hourly	55.8905	57.7069	59.5824	61.5188	63.5182	65.5825	67.7139	69.9146
61	Operations Supervisor - Streets & Storm	SU - 313	Non-Exempt	Hourly	55.8905	57.7069	59.5824	61.5188	63.5182	65.5825	67.7139	69.9146
61	Parks Manager	SU - 313	Non-Exempt	Hourly	55.8905	57.7069	59.5824	61.5188	63.5182	65.5825	67.7139	69.9146
61	Senior Planner	GU - 117	Non-Exempt	Hourly	55.8905	57.7069	59.5824	61.5188	63.5182	65.5825	67.7139	69.9146
61	Wastewater Lead Operator	GU - 117	Non-Exempt	Hourly	55.8905	57.7069	59.5824	61.5188	63.5182	65.5825	67.7139	69.9146
62	Operations Supervisor - Water	SU - 313	Non-Exempt	Hourly	61.4763	63.4743	65.5372	67.6672	69.8664	72.1371	74.4816	76.9023
59	Communications Manager	Non-Rep	Exempt	Bi-Weekly	3,694.96	3,815.05	3,939.04	4,067.06	4,199.24	4,335.72	4,476.63	4,622.12
59	Executive Assistant	Non-Rep	Exempt	Bi-Weekly	3,694.96	3,815.05	3,939.04	4,067.06	4,199.24	4,335.72	4,476.63	4,622.12
59	Payroll / Benefits Administrator	GU - 117	Exempt	Bi-Weekly	3,694.96	3,815.05	3,939.04	4,067.06	4,199.24	4,335.72	4,476.63	4,622.12
59	Risk & Safety Program Manager	Non-Rep	Exempt	Bi-Weekly	3,694.96	3,815.05	3,939.04	4,067.06	4,199.24	4,335.72	4,476.63	4,622.12
60	City Clerk	Non-Rep	Exempt	Bi-Weekly	4,065.22	4,197.34	4,333.75	4,474.60	4,620.02	4,770.17	4,925.20	5,085.27
60	Senior Accountant	GU - 117	Exempt	Bi-Weekly	4,065.22	4,197.34	4,333.75	4,474.60	4,620.02	4,770.17	4,925.20	5,085.27
61	Building Official / Fire Marshal	SU - 313	Exempt	Bi-Weekly	4,471.24	4,616.56	4,766.60	4,921.51	5,081.46	5,246.61	5,417.12	5,593.18
61	Court Administrator	SU - 313	Exempt	Bi-Weekly	4,471.24	4,616.56	4,766.60	4,921.51	5,081.46	5,246.61	5,417.12	5,593.18

Exhibit A
City of Gig Harbor
Wage Schedule

2.7% COLA - GU, SU, Non-Rep - 2026

Pay Grade	Job Title	Group	FLSA Status	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
61	Housing, Health & Human Services Program Manager	Non-Rep	Exempt	Bi-Weekly	4,471.24	4,616.56	4,766.60	4,921.51	5,081.46	5,246.61	5,417.12	5,593.18
61	Human Resources Generalist	Non-Rep	Exempt	Bi-Weekly	4,471.24	4,616.56	4,766.60	4,921.51	5,081.46	5,246.61	5,417.12	5,593.18
61a	Infrastructure Systems Engineer	GU - 117	Exempt	Bi-Weekly	4,796.80	4,952.70	5,113.66	5,279.85	5,451.45	5,628.62	5,811.55	6,000.43
62	Senior Engineer	GU - 117	Exempt	Bi-Weekly	4,918.10	5,077.94	5,242.97	5,413.37	5,589.30	5,770.95	5,958.51	6,152.16
63	Assistant City Attorney	Non-Rep	Exempt	Bi-Weekly	5,312.20	5,484.85	5,663.11	5,847.16	6,037.19	6,233.40	6,435.99	6,645.16
63	Principal Planner	SU - 313	Exempt	Bi-Weekly	5,312.20	5,484.85	5,663.11	5,847.16	6,037.19	6,233.40	6,435.99	6,645.16
64	Information Technology Services Manager	SU - 313	Exempt	Bi-Weekly	5,576.92	5,758.17	5,945.31	6,138.53	6,338.03	6,544.02	6,756.70	6,976.29
64	Police Lieutenant	Non-Rep	Exempt	Bi-Weekly	5,576.92	5,758.17	5,945.31	6,138.53	6,338.03	6,544.02	6,756.70	6,976.29
64	Operations Supervisor - Wastewater	SU - 313	Exempt	Bi-Weekly	5,576.92	5,758.17	5,945.31	6,138.53	6,338.03	6,544.02	6,756.70	6,976.29
65	Assistant Public Works Director	Non-Rep	Exempt	Bi-Weekly	5,856.10	6,046.42	6,242.93	6,445.83	6,655.32	6,871.62	7,094.95	7,325.54
65	City Engineer	SU - 313	Exempt	Bi-Weekly	5,856.10	6,046.42	6,242.93	6,445.83	6,655.32	6,871.62	7,094.95	7,325.54
66	Community Development Director	Non-Rep	Exempt	Bi-Weekly	6,675.79	6,892.75	7,116.76	7,348.05	7,586.86	7,833.43	8,088.02	8,350.88
66	Finance Director	Non-Rep	Exempt	Bi-Weekly	6,675.79	6,892.75	7,116.76	7,348.05	7,586.86	7,833.43	8,088.02	8,350.88
66	Human Resources Director	Non-Rep	Exempt	Bi-Weekly	6,675.79	6,892.75	7,116.76	7,348.05	7,586.86	7,833.43	8,088.02	8,350.88
66	Public Works Director	Non-Rep	Exempt	Bi-Weekly	6,675.79	6,892.75	7,116.76	7,348.05	7,586.86	7,833.43	8,088.02	8,350.88
67	Chief of Police	Non-Rep	Exempt	Bi-Weekly	7,211.18	7,445.54	7,687.52	7,937.36	8,195.32	8,461.67	8,736.67	9,020.61
67	City Attorney	Non-Rep	Exempt	Bi-Weekly	7,211.18	7,445.54	7,687.52	7,937.36	8,195.32	8,461.67	8,736.67	9,020.61
AA	City Administrator	Non-Rep	Exempt	Bi-Weekly	8,364.52	8,636.37	8,917.05	9,206.85	9,506.07	9,815.02	10,134.01	10,463.37

JOB DESCRIPTION

Position:	Executive Assistant	Union:	Non-Represented
Department:	Administration	Reports To:	City Clerk
Pay Grade:	59	FLSA:	Non-Exempt

POSITION OVERVIEW

The executive assistant provides high-level administrative and operational support to ensure the efficient and effective functioning of the Executive Office. This position manages executive workflows, coordinates priorities, and facilitates clear, timely communication between the city administrator, mayor, city departments, external partners, and the community. Duties and responsibilities vary from complex clerical and administrative tasks that follow standard procedures to coordinating internal and external activities for the mayor and city administrator. The executive assistant also acts on behalf of the city clerk in the city clerk's absence.

ESSENTIAL FUNCTIONS

The job duties and responsibilities represented in this job description do not imply that these are the only duties to be performed. Employees will be required to follow any other job-related instructions and undertake other projects consistent with the role as requested by a supervisor.

- Serve as assistant to the city administrator and mayor, including maintaining calendar, maintaining email boxes, drafting correspondence, and maintaining filing systems.
- Serve as the primary contact for the city administrator and mayor; use sound judgment to route or respond to priority, confidential, or routine inquiries from public, official, and internal sources, tracking all required actions.
- Attend various administrative meetings, take minutes, and ensure commitments, agreements, and actions are completed.
- Plan and coordinate a wide range of meetings, conferences, retreats, and special events for administration—including high-profile events with dignitaries and lobbyists—and serve as a liaison to community groups.
- Make travel arrangements for the mayor and city administrator.
- Assist city clerk with public record requests; gathers data for mayor, city administrator, and council.
- Provide backup to city clerk; organize and attend meetings in the city clerk's absence.
- Support advisory board meetings as assigned.
- Manage special projects as assigned by the city administrator.
- Track and prepare vouchers for the city administrator and the mayor.
- Compile information and materials for administration, other city department directors, and outside agencies as directed to include preparation of reports and summaries, correspondence, and memoranda. Proofread reports and correspondence as needed.
- Represent the city at public events, sharing information related to a wide array of city initiatives.
- Supports and promotes the city's strategic and operational goals.
- Maintain strict confidentiality of sensitive, privileged, and political information; exercise discretion and professionalism in handling personnel matters, executive communications, and records.
- Demonstrate initiative, sound judgement, and accountability in managing priorities, anticipating needs, and independently resolving issues to support the city administrator and mayor.

- May support in leading part-time, temporary, or intern personnel work activities within the department.
- Maintain punctual and reliable attendance.

KEY COMPETENCIES

Knowledge of:

- Various city departments and how they operate to serve the public.
- Best ways to gather data and feedback and report it to staff, elected officials, and the public to help provide perspective.
- Public records management, retention requirements, and disclosure practices.
- Methods and procedures of file management and business correspondence.
- Contemporary office procedures, methods, and computer equipment.
- Customer service protocols and how to ensure and evaluate customer satisfaction.
- Business writing and composition techniques.
- Microsoft Office Suite and general administrative and clerical procedures.
- Research methods using a variety of information and data sources.
- Associated Press (AP) style guide, proper grammar, punctuation, and spelling as well as how to strategically apply news and feature writing techniques in a municipal environment.

Ability to:

- Communicate effectively with other employees and the public, individually and in groups, verbally in-person and by phone, and in writing.
- Speak in public and make clear presentations in both written and oral form.
- Exercise sound judgment and thorough knowledge of city policies and procedures.
- Deal effectively with the public in a customer-friendly manner and use considerable tact, patience, and courtesy in difficult situations. Provide excellent customer service.
- Operate a personal computer, calculator, ruler, copier, fax machine, and multi-line telephone.
- Use standard word processing programs and computer database systems.
- Establish and maintain a variety of record and filing systems.
- Utilize professional standards for business correspondence; in addition, this person will have mastered proper usage, spelling, grammar, and punctuation of the English language.
- Establish and maintain effective working relationships with a wide variety of others encountered in the course of the work.
- Work independently and as part of a service-oriented team and effectively handle multiple and conflicting tasks simultaneously.
- Pay attention to detail and accuracy.
- Work under challenging conditions and with frequent interruptions.
- Plan, organize, prioritize, and coordinate a diverse workload with a minimum amount of supervision.
- Understand and choose what tools work best for each project, message, and situation.
- Collaborate with staff in all departments to understand messaging needs from day-to-day matters ongoing work tasks, to special projects.
- Understand the Gig Harbor community and determine how to tailor national, professional trends to best serve this specific community.
- Prioritize and schedule work independently to meet timelines and needs of effective communications.
- Handle sensitive and complex projects or issues to provide transparency and build trust with the public.
- Travel locally to attend meetings or make presentations.
- Contribute to achieving the city's mission and vision.
- Maintain confidentiality and political neutrality.

- Develop and maintain positive relationships with elected officials, coworkers, representatives of other agencies and organizations, and the public.
- Exercise good judgment in responding to resident inquiries and complaints.
- Compile and organize complex material as needed.
- Use modern communication devices and learn new systems as required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Work is primarily performed indoors in a climate-controlled office environment with low noise levels, and occasional field site visits.

Schedule: Typical business hours are Monday-Friday from 8am-5pm with a one-hour meal break. Work outside of defined hours may be required in order to meet deadlines. Occasional early morning, evening, and weekend meetings or events may occur. This position is considered essential and will require an on-site presence. Alternative work arrangements may be available as decided by the city clerk following the probationary period.

Driving and Travel: Driving would typically be less than 5 hours a workweek. Travel is required to visit other work sites in the area and to attend meetings, presentations, trainings, and/or special events as needed. Overnight travel is possible a few times per year, typically for annual conferences that relate to the position.

QUALIFICATIONS

EDUCATION AND EXPERIENCE

Any combination of education, training and experience that indicates the individual can successfully perform the job may be considered.

- Associate's degree in business administration, public administration, communications, or a related field.
- Three (3) or more years of professional, relevant experience performing para-professional administrative tasks and clerical work.
- Experience supporting executive level offices, performing progressively responsible tasks including executive scheduling, written communication and office administration.
- Work experience in municipal administration preferred.
- Proficient in Microsoft Office Suite.

CERTIFICATES AND LICENSES

The following certifications and licenses are required for the position (or must be obtained within the timeframe stated) and must be maintained for the duration of employment.

- A valid Washington State driver's license (or ability to obtain one within 30 days of hire).

PHYSICAL CHARACTERISTICS

The physical attributes described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Sitting and/or standing for extended periods of time. Walking short distances. Reaching, handling, and grasping documents, binders, folders, and books. Clear speaking and adequate hearing sufficient to communicate effectively and respond appropriately both in person and remotely. Repetitive motions for computer and telephone use. Exertion of force 40 lbs. occasionally and/or 15 lbs. frequently to lift/carry/move objects, files, and other materials.

ADDITIONAL REQUIREMENTS

- A history of and ability to maintain safe and responsible driving that meets the city's motor vehicle record minimum driving requirements.
- Ability to pass position relevant pre-employment screening.

The requirements outlined in this job description may be modified to reasonably accommodate individuals with disabilities who are otherwise qualified for employment.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the position change.

EMPLOYEE ACKNOWLEDGEMENT

Signature below constitutes the understanding of the requirements, expectations, essential functions, and duties of this position.

Employee

Date

JOB DESCRIPTION

Position:	Human Resources Coordinator	Union:	Non-Represented
Department:	Administration	Reports To:	Human Resources Director
Pay Grade:	56	FLSA:	Non-Exempt

POSITION OVERVIEW

The human resources coordinator performs administrative and technical work in the human resources department. This position provides support to human resources in the areas of payroll, benefits, records management, recruitment, training, compliance, research, and updating and maintaining computerized data.

ESSENTIAL FUNCTIONS

The job duties and responsibilities represented in this job description do not imply that these are the only duties to be performed. Employees will be required to follow any other job-related instructions and to undertake other projects consistent with the role as requested by a supervisor.

- Provides exceptional customer service by serving as the initial point of contact for a variety of human resources inquiries, independently resolving routine issues and coordinating or escalating more complex matters to other human resources or payroll personnel as appropriate.
- Performs a wide variety of complex and confidential administrative support duties for the human resources director and other department personnel as needed.
- Provides recruitment support for regular and civil service vacancies such as: arranging online advertising, posting job announcements, setting up interviews, creating interview packets, and ensuring timely communication with applicants and hiring managers throughout the process.
- Facilitates pre-employment screenings including driving record checks, previous employment verification, reference checks, confidential background and credit checks, physicals, and drug testing.
- Coordinate new employee onboarding by preparing employment documentation, ensuring required compliance training is completed, facilitating orientation activities, and partnering with departments to create a positive and organized onboarding experience.
- Coordinate and assist with the delivery of employee training programs. Responsibilities include scheduling training sessions, preparing training materials, facilitating employee orientation and other required training, maintaining online learning content and training records, tracking completion requirements, and ensuring compliance with applicable laws, regulations, and city policies.
- Processes, verifies, and maintains confidential personnel records.
- Organizes and maintains filing for all payroll and HR records.
- Serves as point of contact for HR department's public records requests and salary surveys; oversees records submission with city clerk and HR director.
- Manages HR group email and Outlook calendar.
- Coordinate administrative activities associated with regulatory compliance and safety and risk programs, including but not limited to Hearing Conservation and CDL/DOT Drug and Alcohol Testing. Responsibilities include scheduling required testing and training, maintaining records, tracking compliance deadlines, and supporting program administration.
- Support organizational performance management by supporting the city's annual performance evaluation process, maintaining evaluation workflows, providing procedural guidance to

- supervisors, and monitoring timely completion.
- Prepare or provide necessary documentation or explanation of records for audits by various agencies.
- Compiles and prepares meeting minutes, agendas, reports, and correspondence documents pertaining to a variety of personnel activities.
- Respond to written and verbal requests from employees and other city departments.
- Verifies education, certifications, and other background information to assist in recruiting efforts to determine applicants' employment acceptability.
- Maintain proficiency in the city's human resources technology platforms that support the employee lifecycle. Responsibilities include assisting users, maintaining system records, troubleshooting routine issues, coordinating system processes, and supporting implementation of new features.
- Coordinate employee service recognition program, including printing and distributing anniversary certificates.
- Purchases supplies for department and prepare/process vouchers.
- Assists HR Staff with audits, special projects, and training activities.
- Maintains punctual and reliable attendance.

KEY COMPETENCIES

Knowledge of:

- Principles and techniques of public human resources and general office practices.
- Payroll, benefits, FLSA, FMLA, and other leave laws.
- Relevant state and federal statutes and regulations.

Ability to:

- Communicate effectively with other employees and the public, individually and in groups, verbally in-person and by phone, and in writing.
- Maintain confidentiality and professionalism.
- Meet mandatory deadlines.
- Understand and follow oral and written instructions.
- Apply human resources practices and procedures in recruitment, selection, classification, compensation, payroll, and benefits administration.
- Utilize human resources information systems.
- Accurately analyze and gather detailed metrics.
- Problem solve and troubleshoot issues.
- Demonstrate sensitivity and understanding of diverse backgrounds.
- Ability to multitask, be adaptive to change and multiple daily demands.
- Provide a high level of quality solution focused customer service.
- Assume positive intent and work collaboratively with others.

Skill in:

- Customer service principles, including telephone etiquette and appropriately responding to emotional behavior.
- Creating forms and technical writing.
- Basic mathematics to perform necessary calculations and statistical reports.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Work is primarily performed indoors in a climate-controlled office environment with low noise levels, and occasional field site visits. This work involves continuous interruptions and pressure to meet strict deadlines.

Schedule: The schedule is generally 8am-5pm, Monday-Friday with a one-hour meal break. Occasional early morning, evening, and weekend meetings or events may occur. This position is considered essential and will require an on-site presence. Alternative work arrangements may be available as decided by the human resources director following a probationary period.

Driving and Travel: Driving would typically be less than 5 hours a workweek. Travel is required to visit other work sites in the area and to attend meetings, presentations, trainings, and/or special events as needed.

QUALIFICATIONS

EDUCATION AND EXPERIENCE

Any combination of education, training, and experience that indicates the individual can successfully perform the job may be considered.

- Associate degree or certificate in Human Resources or Payroll.
- Two (2) years of full-time payroll and human resources support experience in a busy, high-functioning, human resources office environment.
- Proficient in Microsoft Office Suite.
- Prior payroll and human resources experience working for a public/governmental agency preferred.
- Experience working within financial / payroll systems, applicant tracking systems, website updates, and online advertising preferred.

CERTIFICATES AND LICENSES

The following certifications and licenses are required for the position (or must be obtained within the timeframe stated) and must be maintained for the duration of employment.

- A valid Washington State driver's license (or ability to obtain one within 30 days of hire).

PHYSICAL CHARACTERISTICS

The physical attributes described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Sitting and/or standing for extended periods of time. Walking short distances. Reaching, handling and grasping documents, binders, folders and books. Clear speaking and adequate hearing sufficient to communicate effectively and respond appropriately both in person and remotely. Repetitive motions for computer and telephone use. Exertion of force 40 lbs. occasionally and/or 15 lbs. frequently to lift/carry/move objects, files, and other materials.

ADDITIONAL REQUIREMENTS

- A history of and ability to maintain safe and responsible driving that meets the city's motor vehicle record minimum driving requirements.
- Ability to pass position relevant pre-employment screening.

The requirements outlined in this job description may be modified to reasonably accommodate individuals with disabilities who are otherwise qualified for employment.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the position change.

EMPLOYEE ACKNOWLEDGEMENT

Signature below constitutes the understanding of the requirements, expectations, essential functions, and duties of this position.

Employee

Date



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

Meeting Date: August 10, 2026

SUBJECT: Adoption of Amended Contract for Prosecuting Attorney Services

SUBMITTED BY:

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to approve the amended contract for prosecuting attorney services.

BACKGROUND INFORMATION: In 2021, the City of Gig Harbor entered into an agreement with Glisson & Morris "Prosecuting Attorney" to provide prosecutorial services to the city for a period of four years at \$174,000 per year. The city now desires to enter into another four-year agreement for the provision of prosecutorial services to be provided by the Prosecuting Attorney, and needs to update the terms of the agreement, which include the costs associated with providing said services.

FISCAL CONSIDERATION:

ATTACHMENTS:

1. Prosecuting Attorney Contract 2026
-

STRATEGIC PLAN PRIORITY: Provide a safe, healthy, and inclusive community

PROSECUTING ATTORNEY AGREEMENT

WHEREAS, In 2021, the City of Gig Harbor ("the City") entered into an agreement with Glisson & Morris "Prosecuting Attorney" for providing prosecutorial services to the City for a period of four years; and

WHEREAS, the parties now desire to enter into another four-year agreement for the provision of prosecutorial services to be provided by the Prosecuting Attorney, and the costs associated with providing said services.

Now, Therefore, the parties hereto agree as follows:

Terms.

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties for four years, or until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing sixty days written notice to the other party. If after the conclusion of this time period neither party has given notice of termination, the Agreement shall remain in effect on a month-to-month basis.

Section 2. Duties.

A. The Prosecuting Attorney shall be principally responsible for performing all work involving criminal prosecution for the City. The following list of duties is illustrative of the services to be performed by the Prosecuting Attorney, but is not necessarily inclusive of all duties:

1. Represent the City in the prosecution of all criminal misdemeanor violations.
2. Responsible for all aspects of prosecution including investigation, arraignments, pre-trial hearings and motions, bench and/or jury trials, sentencing, review hearings, and appeals.
3. Follow cases through sentencing procedures and manage criminal appeals.
4. Provide legal research, training and assistance to the Police Department in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
5. Prepare cases for prosecution including contacting the Police Department, witnesses, victims and defense attorneys.
6. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
7. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes.
8. Attend quarterly Court meetings and provide input on Court policy matters.

9. Represent the City in any RALJ (Rules for Appeal of Decisions of Courts of Limited Jurisdiction) appeals from criminal cases.
10. Represent the City in all Civil Infractions where the defendant is represented by counsel; this includes providing discovery documents and information.
11. The prosecuting attorney or an equal representative be accessible 24 hours a day.
12. The Prosecuting Attorney shall not take any criminal defense cases (not including for civil cases) in the greater Gig Harbor area (Gig Harbor and Key Peninsula).

- B. The Prosecuting Attorney's duties shall not include the following:
1. Civil proceedings not listed in Section 2(A).
 2. Civil traffic proceedings not listed in Section 2(A).
 3. The responsibilities of the City Attorney, as provided in the City Attorney's contract with Gig Harbor.

Section 3. Compensation.

A. The rate charged by the Prosecuting Attorney for the legal services described in this Agreement is:

\$186,000 per year, paid monthly at \$15,500 per month.

The annual rate shall increase in January of each year of this agreement at the CPI-U for the Seattle-Bellevue-Tacoma area, capped at 3%. The City shall be responsible for costs associated with any expert witnesses required to be subpoenaed for civil traffic matters.

Should the Court Calendar change so that court will regularly be held more than one day per week, this shall constitute a substantial change in the Prosecuting Attorney's workload and therefore be cause to immediately allow renegotiation of the monthly rate of compensation if requested by the Prosecuting Attorney.

B. Reimbursable Costs. The Prosecuting Attorney shall be reimbursed for costs and advances for items such as legal messenger services, court filing fees and other similar expense items.

C. Equipment and Other Resources. The Prosecuting Attorney shall provide his/her own cell phone, access to on-line computer legal research services, long distance telephone, cell phone service, mileage, etc. In addition, the Prosecuting Attorney shall be responsible for all costs associated with maintaining his/her license to practice law in the State of Washington, including but not limited to costs relating to continuing legal education and bar dues. For the City's convenience, a private office with computer, computer support, printer, paper, City e-mail account and internet access shall be provided for use by the Prosecuting Attorney.

D. Insurance. The Prosecuting Attorney shall obtain and maintain insurance of the types and limits described below:

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. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Prosecuting Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

Section 4. Independent Contractor. The Prosecuting Attorney is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay to the Prosecuting Attorney or any of his employees, sick leave, vacation, pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Prosecuting Attorney which may arise as an incident of the Prosecuting Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Prosecuting Attorney.

Section 5. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by the Prosecuting Attorney under this Agreement specifically for the City are the property of the City and shall be forwarded to the City upon request. The City may use such documentation as the City deems fit. The City agrees that if such data, materials, reports, memoranda and other documents prepared by the Prosecuting Attorney are used for purposes other than those intended in this Agreement, that the City does so at its sole risk.

Section 6. Hold Harmless. The Prosecuting Attorney and the Law Office of Glisson & Morris agree to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the Prosecuting Attorney in the performance of this Agreement, except for claims or damages caused by the sole negligence of the City. The City agrees to indemnify, hold harmless, and defend the Prosecuting Attorney and the Law Office of Glisson & Morris from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents in the performance of this Agreement, except for claims or damages caused by the sole negligence of the Prosecuting Attorney. In the event a court of competent jurisdiction finds that the City

and Prosecuting Attorney are concurrently negligent, then each party shall be responsible for the extent of its own negligence.

Section 7. Rules of Professional Conduct. All services provided by the Prosecuting Attorney and the Law Office of Glisson & Morris under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

Section 8. Subcontracting or Assignment. The Prosecuting Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. However, services performed under the terms of this contract may be performed by any qualified partner or associate attorney of Glisson & Morris. When the City Prosecutor's office must recuse itself from a case to avoid violation of the Rules of Professional Conduct, it shall be the responsibility of the office of the Prosecuting Attorney to provide a qualified conflict attorney to represent the City.

Section 9. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

To the City:
Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Prosecuting Attorney:
Stan Glisson
Glisson & Morris
623 Dwight Street
Port Orchard, WA 98367

Section 10. Applicable Law. Venue. Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

Section 11. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Prosecuting Attorney.

Section 12. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

Section 13. Agreement Not Enforceable by Third Parties. This Agreement is

neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 14. Severability. If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Agreement.

Section 15. Date of Execution. This Agreement shall be deemed executed and effective as of the date on which the last party to sign has executed this Agreement, as indicated by the dates set forth in the signature blocks below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

City of Gig Harbor

Prosecuting Attorney

By: _____
Mayor Mary Barber
Dated: _____

By: _____
Stan Glisson
Dated: _____

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney



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

Meeting Date: August 10, 2026

SUBJECT: Easement with Peninsula Light Co. for Water System Transformer

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Approve and authorize the mayor to sign the easement with Peninsula Light Co.

BACKGROUND INFORMATION: The City of Gig Harbor is preparing to install security cameras and other improvements at the East Tank site. To accommodate these improvements, the city needs Peninsula Light Company to install a transformer on the city's property. Installation of this transformer requires the city to sign an easement to Peninsula Light Company.

Staff requests approval of this easement to allow the transformer to be placed within the month.

FISCAL CONSIDERATION: There is no financial impact to the city by signing this easement. All related expenses to install the

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

1. WO 122357 - COGH Easement
-

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

AFTER RECORDING RETURN TO:

Peninsula Light Company
13315 Goodnough Dr NW
Gig Harbor, WA 98332

E A S E M E N T

THE GRANTORS, CITY OF GIG HARBOR

For and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do each as to property in which he has an interest hereby grant, convey and warrant to PENINSULA LIGHT COMPANY or their successor or assign, all hereinafter called the COMPANIES; a perpetual right of way and underground easement with the right, privilege and authority to construct, operate, and maintain a SYSTEM of underground electric power cables and appurtenances to each; over, under, through and across real property herein described and known as the EASEMENT AREA(s).

THE GRANTORS further provide that:

1. The ground grade of the EASEMENT AREA(s) shall not be altered in excess of six (6) inches from the grade established upon completion of the installation of said SYSTEM, except where permitted by the COMPANIES.

2. The EASEMENT AREA(s) may be occupied by other objects only as long as they will not interfere with or endanger any part of the SYSTEM, and/or its construction, operation or maintenance.

EASEMENT AREA(s) situated in the County of Pierce, State of Washington is described as follows:

A strip of land fifteen feet in width with the centerline being the buried power line as it is installed within the following described property;

APN: 0222324046

SECTION 32 TOWNSHIP 22 RANGE 02 QUARTER 43: SOUTH 145 FEET OF EAST 150 FEET OF SOUTH HALF OF SOUTH HALF OF SOUTHWEST OF SOUTHEAST EXCEPT SOUTH 15 FEET THEREOF FOR ROAD SEGREGATION G 6459 TP (WATER TANK STORAGE)DCWJES7-29-83)

DATED this _____ day of _____ 2026

Notary Acknowledgements on the next page

Page 2 of 2
Easement: City of Gig Harbor
APN: 0222324046

MARY BARBER - MAYOR OF GIG HARBOR

STATE OF WASHINGTON }
 }ss.
County of _____}

I certify that I know or have satisfactory evidence that
_____ (is/are) the person(s) who appeared before
me, and said person(s) acknowledged that _____ signed this instrument and
acknowledged it to be _____ free and voluntary act for the uses and
purposes mentioned in the instrument.

Dated: _____

Signature

Printed Name

My Appointment expiration date

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

Alternative Response Team grant: The City of Gig Harbor was awarded approximately \$65,000 (about 50% of the requested funding) through the Alternative Response Team grant, representing a significant investment in expanding behavioral health crisis response services within our community. These funds will support the implementation of key components of the multidisciplinary co-response program in partnership with the Gig Harbor Police Department and Gig Harbor Fire & Medic One.

Staff will continue pursuing additional grant opportunities and other funding sources to secure the remaining funds needed to fully implement the program as originally proposed and ensure its long-term sustainability. Stay tuned for more information!

Hunt Street property || affordable housing: The housing, health, and human services program manager has been actively collaborating with the city's public works and community development departments to thoroughly explore all viable options for the Hunt Street property. This ongoing effort includes evaluating infrastructure, funding opportunities, feasibility, and community needs to identify the highest and best use of the property. The collaboration continues to advance strategies that maximize the property's potential for affordable housing while supporting the community's long-term housing goals and ensuring the greatest possible public benefit.

Youth council: Recruitment for the 2026–2027 City of Gig Harbor Youth Council is well underway, with several returning members already committed to serving another year. Applications continue to be accepted from students entering grades 9–12 who either attend a Peninsula School District school or live in Gig Harbor. The deadline to [apply](#) is August 23.

Staff will begin interviewing new applicants soon to finalize this year's membership. The Youth Council will officially kick off the new school year with orientation at the end of the month, where returning and new members will come together to build connections, review the year ahead, and begin planning their goals and community service initiatives.



Community Development

Community Development Director Eric Baker

The department continues its collaboration with H3 to expand options for housing in the city. Last week, council received a briefing on the potential of a Multifamily Tax Exemption (MFTE) program. This program would allow developers to offer housing units at a rate less than that affordable to working or low-income families in exchange for a property tax exemption for a determined number of years. Council has been discussing a 12-year program and asked for more information regarding the number of required units per development and rental rate for each. Staff will return to council on August 13 with more data. For more information, please contact Eric Baker at ebaker@gigharborwa.gov or Shea Smiley at ssmiley@gigharborwa.gov.

Additionally, staff have prepared revised code provisions that clarifies site development requirements for new projects, specifically lot dimensions, setbacks, and hardscape requirements. These revisions are intended to allow greater housing diversity through accessory dwelling units (ADUs), duplexes, and townhomes which are limited by the current standards in many zones. Draft revisions are being considered by the planning commission for presentation to council in late September/early October. For more information, please contact Eric Baker at ebaker@gigharborwa.gov.

Planning: The planning department has received a major land use application for review. The project, Harbor Winds, is a preliminary plat proposal to subdivide seven existing parcels, totaling 25.58 acres, into 77 newly created single-family residential lots. The application also includes the construction of public roadways, utility infrastructure, and associated tracts needed to support the development. The proposed development site is located near the intersection of 49th Avenue Court and 93rd Street, east of Highway 16. As this project may generate public interest and inquiries, staff are asked to direct any questions or requests for information to the project lead, Nestor Guevara at nguevara@gigharborwa.gov.

Building: Over this past reporting period, the building & fire division received applications for 37 new permits, including those for four new homes and a Spirit Halloween store going into the old Bartell's location at 5500 Olympic (temporarily). 38 permits were issued, including those for Heron's Key Phase 2A and three additional duplexes at Heron's Key. A permit was also issued for the tenant improvement build-out of the Ericson Building A.

Code enforcement: July was busy with 26 new cases. Issues included parking, landlord/tenant disputes, temporary signs, graffiti, homeowner/contractor disputes, violations with the F.O.G. program – (Fats, Oils, Grease), nuisance neighbors, placement of refuse containers, seating on public sidewalks, potentially dangerous trees, construction permits, and garage/yard sale concerns.

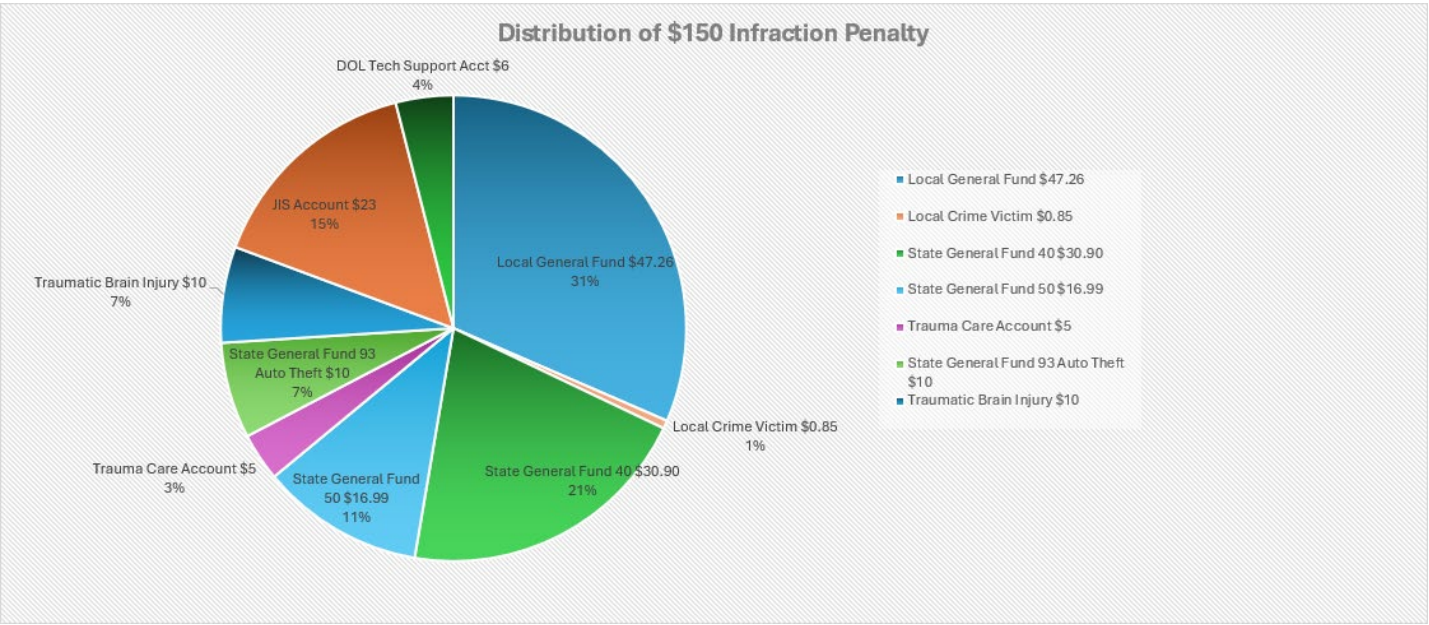
Investigations remain open on previous cases, which include buildings constructed in setbacks, HOA/residents disputes, construction permits to lighting at select businesses, potential business expansion without proper permitting, parking, containing refuse practices, jobsite staging/private property cleanup, and business buffer zone maintenance. During a recent sign sweep, an additional 170 signs were collected of all varieties (commercial, residential, and political) installed in the wrong location, without valid permits, or incorrect size. We will continue outreach to hopefully reduce the breadth of these issues and avoid the need for progressive enforcement (civil citations).

Court

Court Administrator Stacy Colberg

Myths and misconceptions: Have you ever received a traffic ticket and wondered where the money goes? Many people assume that the city issuing the ticket keeps most or all of the revenue. In reality, that’s not how traffic infraction fines are distributed in Washington State. Courts are not intended to be a source of revenue for cities; instead, they serve primarily as a pass-through for funds that are distributed according to state law.

For a standard \$150 traffic infraction, the city retains only **\$47** to help cover the local costs of traffic enforcement, court operations, and administration. The remaining **\$103** is distributed according to state law, with most of it remitted to the State General Fund and other state-directed programs. While local courts collect the payment, they are responsible for distributing most of the money as required by law, meaning the majority of every traffic infraction does not remain with the local jurisdiction. The table below illustrates how the funds are distributed.



Finance

Finance Director Scott Larson

Budget work: Budget development is coming along. Staff provided council an Intro to Municipal Budgeting presentation at the last study session. Directors have provided the bulk of their operating expectations for the next biennium, and the finance team is starting to sift through those. The finance team hopes to have a draft budget to the mayor by the end of August and the mayor’s draft budget delivered to council just after Labor Day.

Audit: The 2024 audit is still in progress. Staff have been working through several corrections that the state auditor requested, and we are hoping to have a published report in the next month or two.

Once we wrap up the 2024 audit, staff will move onto preparing the 2025 financial statement with an audit expected by the end of the year.

Senior Accountant: The finance team also added a new Senior Accountant, Jill Mohn, to our team recently. Jill has been serving as a temporary senior accountant for the past several months and helped us figure out several of the accounting details of the Paylocity conversion. We look forward to Jill's friendly personality and eye for detail as she settles into a permanent roll with Gig Harbor!

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
Associate Engineer	FT	Closed - George Hilen starts August 17
Water Quality Specialist	FT	Closed - Selection Pending
Utility Billing Technician	FT	Open until August 5
Building Inspector / Plans Reviewer	FT	Open until August 24

Information Technology Systems

ITS Manager Logan Rosenstiel

No updates this time but stay tuned!

Police

Police Chief Tray Federici

Gig Harbor National Night Out 2026! On the evening of August 4, the City of Gig Harbor hosted its annual National Night Out celebration. National Night Out is about more than just a community event, it is a reminder that public safety is strongest when neighbors know one another, when trust exists between law enforcement and the people we serve, and when an entire community comes together with a shared commitment to keeping Gig Harbor a safe and welcoming place to live, work, and raise a family.

This year's event featured food vendors, community information and outreach booths, and of course, our traditional root beer floats. Attendees also had the opportunity to explore a variety of law enforcement vehicles, specialized equipment, and tools while interacting with officers and asking questions about policing and public safety. One of the evening's highlights was watching the youth in our community engage with officers during several live drone demonstrations, which generated a great deal of excitement and interest.



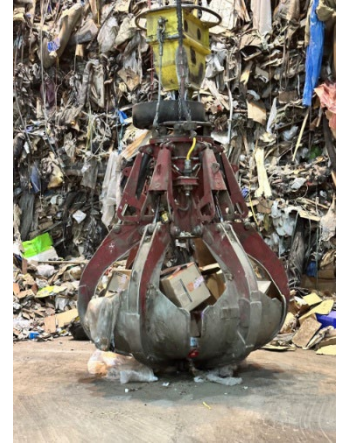
The City of Gig Harbor is truly a special place to live, work, and raise a family. The Gig Harbor Police Department values the strong partnerships and continued support we receive from our community, and events like National Night Out provide an opportunity to strengthen those relationships while expressing our appreciation to the residents, businesses, volunteers, sponsors, and community partners who make our city such an exceptional place.





Road trips, destruction, warrants, and a refrigerator! Property and Evidence Technician Adam Blodgett has remained busy over the past several months managing the intake, organization, storage, and lawful disposition of evidence. Because the nearest DOE approved destruction facility available to regional law enforcement agencies is in Spokane, each evidence purge requires extensive preparation. Before any evidence can be destroyed, every case must be thoroughly researched, documented, reviewed with the prosecuting attorney (when necessary), and then disposed of in coordination with the assigned detective. Evidence eligible for destruction includes narcotics, firearms, counterfeit currency, and other items that have met all legal retention requirements.

This quarter, with the assistance of D.E.T. Investigator Jasen Rahael, Technician Blodgett transported 492 evidence items lawfully cleared for destruction, weighing approximately 1,200 pounds, to the approved destruction facility in Spokane. The evidence was securely transported during the early morning hours and destroyed through high-temperature incineration under the direct supervision of Technician Blodgett. Both employees completed the operation and returned to the department the same day. These quarterly destruction events ensure compliance with state law and department policy while also helping to maintain the integrity, security, and efficiency of the department's evidence management system.



The department was also awarded a grant to purchase a new commercial-grade evidence refrigerator. The unit was delivered and installed this week and will play an important role in preserving evidentiary integrity while helping the department meet accreditation requirements and evidence storage standards.

In addition to his property and evidence responsibilities, Technician Blodgett continues to serve as a valuable resource for the Criminal Investigations Division. He regularly assists with search warrants, crime scene and evidence processing, after-hours callouts, and a variety of investigative operations, providing dependable support whenever needed.

Traffic at a glance: Over the past several department updates, we have highlighted the department's continued emphasis on proactive traffic enforcement. That commitment remains strong, and we continue to dedicate resources to addressing traffic-related concerns throughout our community.

Through August 5, 2025, Gig Harbor officers conducted 1,280 traffic contacts. During the same period in 2026, officers conducted 2,535 traffic contacts. This represents an increase of approximately **98%** in traffic enforcement activity.

These numbers demonstrate our commitment to listening to community concerns regarding speeding, traffic violations, and roadway safety. We will continue to maintain a visible presence throughout Gig Harbor and proactively enforce traffic laws to help keep our roads safe for everyone.

As a reminder, traffic safety is a shared responsibility. Gig Harbor Police Officers continue to have traffic contacts with community members for the very violations that they themselves have reported to the police department. Creating safer roadways requires all of us to model the safe and lawful driving behaviors we expect from others. When each of us accepts personal responsibility behind the wheel, we all play a part in keeping Gig Harbor's streets safe.



Books and Blankets community reading event: Last Friday, the Gig Harbor Police Department took part in the first ever Books and Blankets event at Sehmel Homestead Park. Hosted by Communities in Schools of Peninsula, the event brought families together to celebrate reading and help kids get excited about books throughout the summer. We were proud to have the opportunity to read *The Giving Tree*, by Shel Silverstein, alongside other local leaders while spending time connecting with families in a fun outdoor campfire staged setting at Sehmel Park's outdoor amphitheater. It was an honor to be invited to participate in such a meaningful event, and we appreciate Communities in Schools of Peninsula for creating an evening highlighting the importance of literacy, community, and investing in our youth.



Public Works

Public Works Director Jeff Langhelm

Kudos to Jeff O! An interesting thing happened on July 29 just outside of the Public Works conference room. Staff were having a budget meeting when they saw smoke rising above the shrubs outside the window. Eventually, staff stood up to see smoke billowing out from under a truck hood. The driver eventually opened the hood to expose large flames. The group jumped into action, including Jeff Olsen running outside, grabbing the fire extinguisher from his truck, and putting out the fire. As this happened, other staff grabbed a fire extinguisher from the building and called 911. Kudos to the group for their response and keeping cool under pressure, especially Jeff Olsen!

Grounds and facilities operations: (1) Crews have finished installing a newly donated bench in Grandview Forest Park in memory of Del Woock. (2) Staff have selected our vendor and new mower types to order this year. These will replace 10+ year old mowers that are challenging to keep running because they are getting more difficult to repair. (3) Crews are working on weeding of parks and troubleshooting irrigation in areas that continue to be problematic. Weeding continues in the downtown corridor, and irrigation issues are sporadic around town. (4) Staff have begun working with a vendor to provide all new accessories for cleaning and paper products in parks and public restrooms. The paper products will be large format rolls and dispensers. This is virgin paper that is sustainably sourced and certified as a rapidly renewable fiber. This will also begin standardizing the products we carry at restrooms and office spaces, versus the several different types of soap, toilet paper, and paper towel dispensers we have in all these spaces. The first buildings to receive these new products include Doris Heritage Park, the Operations Center, and the Civic Center. (5) Pete continues to work on improvements at the wastewater treatment plant, including installation of a new smart screen last week. (6) We have been working closely with a new vendor to begin a city-wide re-keying of facilities. This will include new policies for how keys are distributed and who is accountable for these keys. Some facilities will start seeing new keys sooner than others, and large buildings will take quite some time to move over to the new keying system. This work will carry into the next budget cycle.

Wastewater operations: (1) Staff continue to perform sampling/testing and reporting as required by the city's NPDES discharge permit. Other sampling includes the quarterly biosolids fecal sampling. (2) Staff are being trained on laboratory procedures and processes at the city's own certified lab at the wastewater treatment plant. This lab requires specialty training of staff and strict adherence to sampling and testing protocols but allows the city to maintain control of the process and save time and costs when compared to hiring a third-party lab to perform the work. (4) Continued NPDES draft permit review. (5) Staff are completing FEMA Incident Command System (ICS) training. (6) Staff are performing routine operations and maintenance throughout the city's wastewater lift stations and wastewater treatment plant while continuing to put effort into implementing and managing business compliance with the city's fats, oil, and grease (FOG) program.

PFAS Settlement Claim form: As you likely know, over the past decade there has been a rise in PFAS chemicals being found in certain drinking water systems across North America. PFAS (per- and polyfluoroalkyl substances) chemicals are man-made "forever chemicals" used in many manners, including firefighting efforts and non-stick and stain-resistant products. The Environmental Protection Agency and the Washington State Department of Ecology have required the city to test

each well source for PFAS chemicals. After four tests spanning June 2024 through February 2026, each test from each well resulted in no detection of PFAS in city well sources. In July 2026, the city successfully submitted claim forms for potential litigation related to both 3M and DuPont class action lawsuits. At this point, the city isn't anticipating receiving any funds related to PFAS (because we don't have any PFAS detected in our system) but now we should have legal standing to make claims moving forward, if necessary.

Streets and storm operations: (1) Crews once again had a very successful display of city cleaning equipment at National Night Out. Thanks to everyone who participated in this event! (2) Each year the city hires a contractor (usually Pierce County Public Works) to restripe roadways throughout the city. This year Pierce County completed their striping work between August 3 and 7. (3) Staff are working with WSDOT to ensure efficient and appropriate traffic signal operation at 56th St and 38th Ave during construction. (4) Crews are performing ongoing street sweeping, light repairs, and vegetation management. (6) The city had the first tree assessments performed last week with our newly contracted arborist. Arborist reports for the four locations should be received this week, and staff will use these reports to determine next steps.

Water operations: (1) Water staff continue to perform water meter maintenance. Crews have completed maintenance on over half of the approximately 3,600 water meters that exist on the city's system. (2) Crews will be increasing security at some of the city's tank sites. These security improvements include installation of conduits and camera poles at the North Tank and East Tank sites in preparation of the installation of new security cameras. (3) Crews will be working on repairing water valve boxes in the Finholm District.

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



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

Meeting Date: August 10, 2026

SUBJECT: Public Works Contract Award for Public Works Construction, Materials Testing, and Construction Support – Commercial Fishing Homeport

SUBMITTED BY: Stephanie Seibel, PE Senior Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Approve and authorize the following related to the City's Commercial Fishing Homeport:

1. The Mayor to execute a Public Works Construction Contract with Redside Construction, LLC in an amount of \$ \$3,603,032.16 ;
 2. The Mayor to execute a Professional Services Contract for materials testing with Material Testing & Consulting, Inc. in an amount of \$ 12,034.00;
 3. The City Engineer to approve additional Public Works Construction Contract (Change Order Authority) expenditures up to \$ 145,000; ;
 4. The Mayor to execute a Professional Services Contract for construction support with Facet. in an amount not to exceed of \$ 312,857.00.
-

BACKGROUND INFORMATION: In 2013, the City passed Resolution 949 to capture the visioning process for Ancich Waterfront Park (Park) and continues to guide the development of the site, even with the Park uplands now open to the public.

One over-arching goal of Resolution 949 that remains to be completed include providing a dock for moorage for commercial fishing vessels.

In 2019 the City gathered Ancich Park stakeholder representatives, including commercial fishing operators, neighbors, the Gig Harbor Canoe and Kayak Race Team, and the general public, for discussions on how to best implement the Homeport.

In 2020 the City, and Davido Consulting Group (DCG) worked with local fishermen, adjacent property owners, and other Homeport parties to develop and consider commercial fishing moorage needs, impacts, benefits, and various dock layout alternatives that were considered as part of the City's Commercial Fishing Homeport Feasibility Study (Study).

The Study resulted in the passage of Resolution 1210 in June 2021 that adopted a conceptual layout for the Commercial Fishing Homeport. Since the adoption of Res. 1210, staff and the design consultant have been working through the design and permitting process, which was concluded in June 2026.

BID RESULTS: The Project was competitively bid using the City's Public Works Bidding process. On July 28, 2026, the city received five (5) responsive bids for the Project.

Bidder	Total Bid Amount
Redside Construction LLC	\$ 3,603,032.16
Quigg Bros Inc.	\$ 3,630,812.64
Manson Construction Co.	\$ 4,618,614.00
Orion Marine Contractors, Inc.	\$ 4,623,528.00
Advanced American Construction	\$ 5,110,560.00

FISCAL CONSIDERATION: In the City's 2025-26 Budget, Parks Development–Capital Objectives 12 is identified to complete the design and permitting, water rights processing, and construction for the Commercial Fishing Homeport Design and Permitting.

2025-26 Budget Project Funding:	
Hospital Benefit Zone (HBZ)	\$ 1,130,000
Port of Tacoma Funding	\$ 150,000
Gig Harbor Civic Fisherman's Club Donation	\$ 200,000
Real Estate Excise Tax – Capital Development	\$ 2,000,000
Storm Water Capital Fund	\$ 200,000
Total 2025-26 Budget:	\$ 3,680,000
Additional/Appropriated Funding	
Hospital Benefit Zone (HBZ)	\$ 1,208,489.56
Storm Water Capital Fund	\$ 35,000
Total Budget:	\$ 4,923,489.56
Project Expenses:	
Previously awarded expenses	(\$ 370,646.90)
Mitigation Credit Payment – Puget Sound Partnership	(\$ 479,740.00)
Professional Services Contract – Construction Support contract – Facet	(\$ 312,857.00)
Public Works Construction Contract – Redside Construction LLC	(\$ 3,603,032.16)
Professional Services Contract – Material Testing Services – Materials Testing & Consulting, Inc.	(\$ 12,034.00)
Construction (Contract/Testing/Change Order Authority) *	(\$145,000.00)
Total Project Expenses	\$ 4,923,489.56
Available budget:	\$ 4,923,489.56

Expenditure Required: \$ 4,923,310.06	Amount Budgeted: \$ 3,680,000.00	Appropriation Required: \$ 1,243,489.56
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*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 prices. Sufficient funds exist in the ending fund balance for the Hospital Benefit Zone and Storm Water Operations Fund.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Public Works Construction Contract with Redside Construction LLC.
2. Professional Services Contract for Material Testing with Material Testing & Consulting, Inc with Exhibits A
3. Professional Services Contract for Construction Support with Facet with Exhibits A and B.

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

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

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

RECITALS

WHEREAS, the City is presently engaged in Construction support for the Commercial Fishing Homeport 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 Three Hundred and Twelve Thousand, Eight Hundred and Fifty-Seven Dollars, and No Cents (\$312,857.00) 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: Steve Robert P.E.
Facet
9706 4th Ave NE, Suite 300
Seattle, WA 98115
206-523-0024

City of Gig Harbor
ATTN: Jeff Langhelm P.E.
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



July 28, 2026

City of Gig Harbor
Attn: Stephanie Seibel
3589 Harborview Dr
Gig Harbor, WA 98332

Proposal for Marine Consulting Services-Rev1

Facet Number: 2112.0164.01

Dear Stephanie,

Facet is pleased to submit a proposal for the additional scope for the Commercial Fishing Homeport. In this proposal, we have summarized the project understanding, Facet's scope of work, deliverables, assumptions, schedule, and fees.

SCOPE OF SERVICE

Facet proposes the additional scope of work as outlined below:

Work will be required for Facet during construction to ensure compliance with the construction documents. Anticipated tasks include reviewing the contractor supplied shop drawings, performing off-site fabrication inspections, reviewing the contractor supplied submittal documents, preparing RFI responses, attending project meetings, and performing onsite site inspections. It is anticipated that Facet can certify all materials to be constructed onsite without third party inspection with the exception of concrete tests for the slab on grade and welding at the head of the pier.

The attached fee estimate (Attachment 1) summarizes estimated fee costs for the following tasks:

Task 1: Construction Management

This task will last for the duration of the construction. It is assumed this will require about 35-40 hours per week during major contract work, comprising a period of 12 months. Facet will perform the following tasks:

- Attend and document weekly construction meetings with the City and Contractor (assumed 30 weeks), including preparation and distribution of meeting minutes.
- Assist the City with construction scheduling coordination.
- Prepare, assemble, and submit progress pay estimates for City review and approval (assumed 10 pay estimates).
- Review Contractor modification proposals, field orders, and change orders for consistency with the Contract Documents.
- Prepare supporting sketches, figures, and documentation for change orders and work change directives as requested by the City.

- Coordinate, log, file, and track Contractor submittals, RFIs, work change directives, and field orders using the City's online project management system.
- Perform weekly review of the Contractor's construction schedule and progress.
- Prepare and submit permit notifications (start and closeout) to applicable agencies and document compliance with permit conditions and mitigation measures.
- Prepare record (as-built) drawings based on Contractor-provided information and field verification.

Task 2: Requests for Information (RFI)

Facet will provide comprehensive support to the City in responding to Contractor Requests for Information (RFIs). Based on similar projects, approximately 24–32 RFIs are anticipated. Services include:

- Review and evaluate RFIs for technical completeness and consistency with the Contract Documents.
- Coordinate with the design team as necessary to develop responses.
- Prepare clear, concise written responses to RFIs for City review and issuance.
- Provide supplemental sketches, clarifications, and supporting documentation as required to resolve field questions.
- Track and log all RFIs through the City's project management system to ensure timely responses and proper documentation.

Task 3: Submittal Reviews

Facet will review Contractor submittals for compliance with the Contract Documents. Submittals are anticipated to include shop drawings, product data (cut sheets), and construction sequencing information. Services include:

- Review basic submittals (estimated 24–32 total) for general conformance.
- Perform detailed review of floating dock and gangway shop drawings, including up to three review cycles.
- Review structural calculations associated with the floating dock system (up to three review cycles).
- Verify compliance with design intent, specifications, and applicable codes.
- Return submittals with comments, required corrections, or approval status.
- Provide clarifications, sketches, and supplemental information as needed to support submittal review.

Changes to the Contract Documents resulting from submittal review are excluded from this scope.

Task 4: On-site Quality Assurance

The City will provide the primary full-time inspector. Facet will supplement City inspection staff and provide specialized inspection and engineering oversight services as follows:

- Perform on-site inspections and prepare daily reports documenting construction activities, quantities, and compliance with Contract Documents (anticipated approximately 32 site visits). This is anticipated to be one base inspection per month over 10 months plus a full 3-week period of inspection during pile driving.
- Provide inspection services during key construction activities, including pile installation, cast-in-place concrete work, marine construction, and site civil improvements.
- Conduct fabrication inspections for floating dock components and provide associated reports.
- Provide observation and coordination of materials testing, including concrete sampling and compressive strength testing.
- Identify and document deficiencies, deviations, and non-conforming work, and promptly notify the City and Facet's Principal-in-Charge.
- Act as the City's representative in the field during assigned site visits to verify that construction is performed in accordance with the Contract Documents.
- Facet will also provide 5 shop inspections during fabrication of the ramp and floats.

Task 5: Subconsultant – Harbor Power Engineers

Harbor Power will update the previous electrical document completed in 2023 to current Electrical Code; and include efforts for Construction Administration for the Commercial Fishing Homeport Project. (See attachment)

DELIVERABLES

Facet will submit the following Deliverables:

- Site Visits (32)
- Submittal Reviews in City Format
- RFI Responses in City Format
- Pay Request Reviews
- Meeting Agendas and Minutes
- Modification Proposals
- Change Order Review, Support and Responses
- Field Order Support

ASSUMPTIONS

The following assumptions apply to this proposal:

1. All Work associated with the contract will be completed by Summer 2027.
2. The City is responsible for payment of all permit review fees. The City will coordinate directly with Tribal parties, if necessary.

PAYMENT

Our Services will be billed on a time and materials basis. Hourly fees shall be billed at the rate schedule attached. The hourly posted rates are updated on January 1st of each year. We invoice monthly and accept payment by check, credit card or Automated Clearing House (ACH). Please refer to our website for details on electronic payments.

Task 1: Construction Management	\$98,742.00
Task 2: Request for Information (RFI)	\$36,910.00
Task 3: Submittal Reviews	\$75,980.00
Task 4: On-Site Quality Assurance	\$83,032.00
Task 5: Subconsultant – Harbor Power Engineers	\$15,665.00
Expenses	\$2,528.00
Total Fee:	\$312,857.00

Sincerely,



Steve Robert, PE
Principal of Marine Engineering

Facet Reference: 2112.0164.01

Enclosures

- Task and Labor Summary
- Staff Hourly Rate Schedule
- Harbor Power Engineers Scope and Fee

June 19, 2026

Steve Rover
Principal of Marine Engineering
FACET
9706 4th Ave NE, Suite 300
Seattle, WA 98115

Project: City of Gig Harbor, Commercial Fishing Homeport
Re: Electrical Engineering Fee Proposal – Update Construction Documents and Construction Administration

We are pleased to present our proposal for electrical engineering services for the above-listed project. Based on the RFP, the scope of work we understand our effort to include updating the previous electrical document completed in 2023 to current Electrical Code; and, include efforts for one drawing update for code change since 2023 and Construction Administration for the Commercial Fishing Homeport Project.

1. SCOPE-OF-WORK

- A. Prepare Update Design drawing package. Drawings will include:
 - 1. Update Site plan; showing general arrangement of site appurtenances and features, including utility power, lighting along path and plaza.
 - 2. Update enlarged plans; showing locations, sizes, and configurations, for power pedestal and lighting location(s).
 - 3. Update single line diagrams; will show interconnections between electrical panels and equipment.
 - 4. Update engineering calculations; calculations will be provided for power load and lighting levels for the new configuration
 - 5. Update information of selected products to be used on the project.
- B. This scope is for construction administration services to support the construction document:
 - 1. One pre-construction walkthrough, one person from company.
 - 2. Request for Information (RFI) responses.
 - 3. Submittal/Shop Drawing review, up to 2 iterations.
 - 4. Construction observation with reports, up to 2 trips.
 - 5. Final punch list. No back punch, but can be added as an additional service.
 - 6. Preparation of reproducible Record Drawings based on Contractor mark-up.
 - 7. Contractor's Record Drawing review.
 - 8. Review O&M Manuals.
 - 9. Project Closeout.

2. BASIC SERVICES & DELIVERABLES

Services shall be provided as outlined above. Work shall be completed by a date agreed mutually agreed upon, but starting no sooner than June 2026. Services and deliverables shall be as follows:

- A. Bi-Monthly Construction meetings (Virtual in TEAMS), maximum of 6 meetings total for each discipline. Any additional meeting can be added on a T&M Basis.
- B. Drawings; single line drawing and general arrangement plan. Drawings will be 24"x 36". Electronic files will be provided at the completion for your records.
- C. Client review: the owners' representative will be provided with PDF drawings after each design review phase. Comments will be responded to and incorporated into the design during the subsequent design phase. The owner will receive final PDF drawings for approval prior to permitting and construction.

3. EXCLUSIONS

The following tasks/elements have been excluded from our proposal:

- A. Communications will be conduits only as requested by the owner. We are assuming design for power and lighting only. We have people that can do low voltage communication work; are excluded.
- B. Work required by other engineering disciplines. We do not anticipate a need for other engineering disciplines for this project. However, if required due to design features, city requirements, or other reasons, HPE/WH will request additional fees for engaging necessary consultants.
- C. Fire Protection is excluded from this proposal. Service can be provided as an additional service.
- D. Any task not specifically included in the scope of work will be negotiated later.

4. CLIENT CO-OPERATION

For us to diligently execute our work you agree to provide us with the following:

- A. AutoCAD site plan for use as a base underlay.
- B. Access to utility spaces and site.
- C. Legal description of the project boundaries.
- D. Record drawings and/or previous reports – if available.

5. SCHEDULE

This proposal is based on the following:

- A. Estimated Notice-to-Proceed Date of Construction: August 2026
- B. Estimated Completion Date of Construction: Estimated 9 months.

Any changes to Project scope or schedule from what is defined in this Proposal may be subject to additional services.

6. FEE BASIS

Time & Materials (T&M) fee for this work shall be as follows:

Phase	Subtotal (\$)
Update Dwgs for Final Design	\$2,785
Construction Administration	\$7,305
Post Construction	\$2,995
CA Meetings	\$2,580
TOTALS	\$15,665

7. REIMBURSABLE EXPENSES

The following direct costs relative to this Project shall be reimbursed at a multiple of 1.0 times the amount billed, estimated at \$500 during design phase.

- Automobile mileage.
- Parking, ferry and road tolls.

8. ADDITIONAL WORK

Our fee for performing additional work will be provided on a time and material basis in accordance with the rates reflected in the attached fee proposal detail sheet. This work will not be undertaken until we have your written authorization to proceed.

9. PROJECT TERMINATION

In the event of termination of our services, we will be paid for all work accomplished through the date and time of the termination even though the billing for said work may occur after the date of termination. Said work will be billed at the hourly rates then in effect.

10. OWNERSHIP OF DOCUMENTS

All documents including drawings and specification prepared by us pursuant to this agreement are instruments of service with respect to the project. We shall retain an ownership and property interest therein whether or not the project is completed. You may make and retain copies for information and reference in connection with this project. Such documents are not intended or represented to be suitable for reuse by you or others on extensions of this project or any other project.

11. OPINIONS OF PROBABLE COST

Since we have no control over the cost of labor, materials, equipment or services furnished by others, our Opinions of Probable Cost will be made on the basis of our experience and qualifications and represents our best judgment as an experienced and qualified professional engineer familiar with the construction industry. We cannot and do not guarantee that proposals, bids or actual construction costs will not vary from our Opinions of Probable Cost.

12. INSURANCE

We agree to maintain in force for the duration of the project the following insurance:

- A. Professional Liability Insurance (\$1,000,000).
- B. General Liability Insurance.
- C. Automobile Insurance for company owned vehicles.
- D. Workmen's Compensation Insurance.

13. PROPOSAL ACCEPTANCE

This proposal shall become binding, subject to the terms and conditions herein, when accepted by the Client through written or verbal acknowledgment, commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by Engineer. This proposal is valid for a period of 90 days.

Signature/Printed Name/Title
FACET

Sincerely,



June Mechure
Principal

EXHIBIT B

Facet
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Commercial Fishing Homeport
Client: City of Gig Harbor
Facet PM: Steve Robert, PE
Facet # 2112.0164.01

Construction Support

FACET LABOR CATEGORIES

Task	Description	Principal	Engineer IV	Engineer III	Engineer II	Ecologist II	Total Hours	Sub total
1	Construction Management							\$ 98,742.00
	Weekly Meetings Assumed 30 Weeks	30	30				60	\$ 16,290.00
	Scheduling	2	20	10			32	\$ 7,220.00
	Pay Estimates (10)	5	10	10			25	\$ 5,950.00
	Modification Proposals, Field Orders, Change Orders	4	20	20	40		84	\$ 16,540.00
	Supporting Sketches and Figures	2	4	10	10		26	\$ 5,292.00
	Logging, Filing and Management of Online Interface		5	10		20	35	\$ 7,055.00
	Weekly Review Contractor Schedule	1	15				16	\$ 3,665.00
	Permit Notifications to Agencies and Compliance	20				50	70	\$ 15,950.00
	As-Built Drawings	4	20	40	40		104	\$ 20,780.00
2	Requests for Information (RFI)							\$ 36,910.00
	RFIs (Est. 24-32)	10	50	60	60		180	\$ 36,910.00
3	Submittal Reviews							\$ 75,980.00
	Basic Submittals (Est. 24 - 32)	16	32	32	45		125	\$ 26,420.00
	Float Shop Drawing Review (3 Rounds of Review)	6	40		90		136	\$ 25,600.00
	Float Calculation Review (3 Rounds of Review)	6	40		80		126	\$ 23,960.00
4	On-site Quality Assurance							\$ 83,032.00
	Daily Inspections and Reports at Ancich Park (32)	20	100	200			320	\$ 71,100.00
	Float Fabrication Inspections and Reports	8	8	24			40	\$ 9,432.00
	Concrete Sampling and Break Tests Allowance						0	\$ 2,500.00
5	Subconsultant – Harbor Power Engineers							\$ 15,665.00
	Subconsultant – Harbor Power Engineers							\$ 15,665.00

TOTAL ESTIMATED HOURS BY LABOR CATEGORY 134 394 416 365 70 1379

PERCENT BY LABOR CATEGORY 10% 29% 30% 26% 5%

HOURLY RATE \$ 320.00 \$ 223.00 \$ 212.00 \$ 164.00 \$ 191.00

TOTAL ESTIMATED CHARGES BY LABOR CATEGORY \$ 42,880.00 \$ 87,862.00 \$ 88,192.00 \$ 59,860.00 \$ 13,370.00 \$ 292,164.00

Subtotal: \$ 310,329.00
Facet Expenses: \$ 2,528.00
TOTAL ESTIMATED MAXIMUM FEES: \$ 312,857.00

Facet - Marine
2026 HOURLY BILLING RATES
 Effective: 01/01/2026

POSITION	RATE
Principal	\$320
Engineer V	\$252
Engineer IV	\$223
Engineer III	\$212
Engineer II	\$164
Engineer I	\$136
Engineer Tech II	\$130
Ecologist V	\$213
Ecologist IV	\$191
Ecologist III	\$167
Ecologist II	\$161
Planner II	\$135
Intern I	\$ 96
Project/Contract Administrator	\$154

Exhibit B
Consulting Services
Task/Hour Breakdown

Project Title: City of Gig Harbor Commercial
Client: Fishkin Homeport
Project Number: P26097.000
Project Manager: Peter Lekhakul
Project PIC: June Mechure

WH Proposal #:		P26097.000
By:	Peter Lekhakul	
Date:	7/28/26	
Rev 0:	Total =	\$15,665
Rev 1:	Date	
Rev 2:	Date	
Rev 3:	Date	

Summary by Discipline

SUMMARY BY DISCIPLINE:											
	30%	90%	100% + Final		Design Meetings	Design Total	CA	Post Construction	CA Meetings	CA TOTAL	LABOR TOTALS
Electrical Engineering											
Total Hours:	0	0	14		0	14	33	15	12	60	74
Total Fee (\$):	\$0	\$0	\$2,785		\$0	\$2,785	\$7,305	\$2,995	\$2,580	\$12,880	\$15,665
Total Hours	0	0	14		0	14	33	15	12	60	TOTAL HRS 74
Basic Services Consulting Fees	\$0	\$0	\$2,785		\$0	\$2,785	\$7,305	\$2,995	\$2,580	\$12,880	TOTAL \$ \$15,665

Design Labor Subtotal: \$2,785
Design Sub-Consultant Subtotal: \$0
Design Reimbursable Expenses: \$0
Design Subtotal: \$2,785

CA Labor Subtotal: \$12,880
CA Sub-Consultant Subtotal: \$0
CA Reimbursable Expenses: -
CA Subtotal: \$12,880

expenses
total \$15,665

Sign-Offs:

PIC: _____ Date: _____
PM: _____ Date: _____

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Materials Testing & Consulting, Inc.,**

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

RECITALS

WHEREAS, the City is presently engaged in Materials Testing for the Commercial Fishing Homeport 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 / Schedule of Rates and Estimated Hours**, 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 Twelve Thousand and Thirty Four Dollars and No Cents (\$12,034.00) 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 / Schedule of Rates and Estimated Hours**, 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 also be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 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: Raymond McNamara
Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233
360-755-1990

City of Gig Harbor
ATTN: Jeff Langhelm, P.E.
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



Date: **July 27, 2026**
 Client Name: **City of Gig Harbor**
 Client Email: JNelson@gigharborwa.gov
 Billing Address: **3510 Grandview Street n Gig Harbor, WA 98335**
 AP Contact: **TBD**

Architect: **Facet**

Client Contact Name: **Jacob Nelson**
 Phone: **(253) 853-6174**
 Project Contact Name: **Stephanie Seibel, PE**
 Phone:
 Geotech Engineer of
 Record: **PND/2016-2025**

Project Name: **Gig Harbor Commercial Fishing Homeport -3003 Harborview Dr, Gig Harbor 98332**
 Prepared with Plans Dated: **June 01 2026**

Materials Testing & Consulting, Inc. (MTC) thanks you for this opportunity, and respectfully submits the following cost estimate to provide special inspection and materials testing services during construction of the above-referenced project. Based on review of the Plans referenced above and vast experience on past projects of similar size and scope, we estimate the cost of our services for this project as detailed below:

Special & Construction Inspection-					
Invoice Code	Item / Description	Unit	Quantity	Rate	Subtotal
IPDS	Foundation & Slab Subgrade Compaction / Visual Soils	Hour	24	\$ 96.00	\$ 2,304.00
	Inspection				
SAMPU	Sample Pickup if Required (allowance)	Hour	3	\$ 96.00	\$ 288.00
RC	Reinforced Concrete Sampling and Inspections	Hour	12	\$ 101.00	\$ 1,212.00
FAB	Fabrication Allowance for Aluminum Shop Welding	Hour	64	\$ 105.00	\$ 6,720.00
Estimated Total - Special & Construction Inspection:					\$ 10,524.00
Materials Laboratory Testing					
Invoice Code	Item / Description	Unit	Quantity	Rate	Subtotal
PROC	Moisture Density Relationship/Proctor with Sieve	Each	2	\$ 380.00	\$ 760.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	10	\$ 35.00	\$ 350.00
Estimated Total - Materials Laboratory Testing:					\$ 1,110.00
Project Management Services					
Invoice Code	Item / Description	Unit	Quantity	Rate	Subtotal
PM - STR	Project Management	Hour	4	\$ 100.00	\$ 400.00
Estimated Total - Project Management & Consulting Services:					\$ 400.00
Combined Estimated Cost for Services - Total:					\$ 12,034.00

1. Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendations contained in the Geotechnical Soils Report. In the event that a test(s) fails to meet the Report's recommendations or if the project conditions differ from the approved project documents made available to MTC at the time of this estimate, the test shall be referred to the Geotechnical Engineer of Record for resolution.
2. This Cost Estimate is subject to change after 90 days from the date of issue. Services, quantities and prices are subject to review and change.
3. All of MTC's services will be provided on a time and materials basis and this estimate does not constitute a guaranteed cost for our services. Actual costs will be based on the contractor, the project schedule, and sequencing. A (4) four-hour minimum charge applies to all work MTC performs and will be billed on a portal to portal basis. A premium overtime rate of one and one-half (1 ½) times the regular rate will be charged for all work in excess of eight (8) hours per day, as well as for night work (work prior to 6:00AM, and after 6:00PM) and Saturday work. Any work performed on Sundays and legal holidays will be charged a double-time premium of two (2) times the service rate. Night work and weekend work is subject to an (8) eight-hour minimum charge per charge.
4. MTC offers a multitude of additional services, and upon client request and authorization, will be billed as applicable and in accordance with MTC's Standard Fee Schedule in effect at the time the work is performed. Client's acceptance of this estimate shall also constitute the Client's agreement to the terms and conditions in MTC's Service Agreement. Both documents will be made available upon Client's request.
5. Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date issued may be assessed a finance charge of one-and-one-half (1½%) percent per month, every month thereafter until the invoice and fees are paid in full. Invoices not paid within sixty (60) days of the date issued may also result in MTC stopping work and processing a lien on the project until such invoices and fee's are paid in full. Invoices not paid within ninety (90) or more days from the date issued may also be referred to a 3rd party for collection. Client will be billed for all expenses incurred by MTC for the collection of unpaid invoice(s) and fees assessed, including administrative and 3rd party collection fees, lien processing fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Additionally, all invoices and fee's must be paid in full before MTC will issue a Final Letter of Compliance and Occupancy for the project.
6. All reports are produced and considered the sole and confidential property of the Client. Authorization for publication of statements or extracts from, or regarding MTC's reports are reserved, pending MTC's written approval. Conversely, MTC will not release a report to any unauthorized entity, with exception for city and county authorities, without client's written consent.



Date: **July 27, 2026**
Client Name: **City of Gig Harbor**
Client Email: JNelson@gigharborwa.gov
Billing Address: **3510 Grandview Street n Gig Harbor, WA 98335**
AP Contact: **TBD**

Client Contact Name: **Jacob Nelson**
Phone: **(253) 853-6174**
Project Contact Name: **Stephanie Seibel, PE**
Phone:

Architect: **Facet**

Geotech Engineer of
Record: **PND/2016-2025**

Project Name: **Gig Harbor Commercial Fishing Homeport -3003 Harborview Dr, Gig Harbor 98332**
Prepared with Plans Dated: **June 01 2026**

MTC's certified speical inspection and materials testing staff will ensure that the highest level of quality is brought to your project. With the combination of our staff's expertise and discipline, vast experience, and proven history on projects of similar size and scope, we hope that MTC will be the clear choice of team member for this project. We anticipate your agreement, and truly look forward to working with you.

Respectfully Prepared and Submitted by:

Deane Ramsdell

Deane Ramsdell

Contact me:
deane.ramsdell@mtc-inc.net
360.508.6336

CONTRACT FORM

**CITY OF GIG HARBOR
COMMERCIAL FISHING HOMEPORT
CIP-2204**

THIS AGREEMENT, made and entered into, this ____ day of _____, 20__, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Redside Construction LLC, 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:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the COMMERCIAL FISHING HOMEPORT PROJECT, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "COMMERCIAL FISHING HOMEPORT PROJECT MANUAL, CIP-2204," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum Three Million, Six Hundred and Three Thousand, Thirty-Two Dollars and Sixteen cents, (\$3,603,032.16) including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-4.02 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 11 00.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 11 00.
4. 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.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. 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 Project Manual.

7. 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.
8. 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: Redside Construction LLC

Mary Barber, Mayor

City of Gig Harbor

Date: _____

Sam Berry, Owner/President

Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

***** END CONTRACT FORM *****



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

Meeting Date: August 10, 2026

SUBJECT: Resolution No. 1366 Rejecting all Bids Received for Splash Pad Plumbing and Rewiring (CIP-2506)

SUBMITTED BY: Senior Engineer Steven Demmer

DEPARTMENT: Public Works

PHONE: 253-530-7076

SUGGESTED MOTION: Approve Resolution No. 1366 that rejects all bids received for the Splash Pad Plumbing and Rewiring Project, and directs staff to include funding in the project for the 2027-2028 Biennial Budget cycle.

BACKGROUND INFORMATION: BACKGROUND INFORMATION:

The splash pad at the Welcome Plaza in Skansie Park was originally designed in 2016 as an artistic water feature. However, the design was modified during construction to create a publicly accessible splash pad. Today, it is a well-loved amenity for residents and visitors enjoying the Gig Harbor waterfront.

The design change resulted in the primary electrical and plumbing components being placed in an underground vault located in the center of the plaza. This configuration has made routine maintenance difficult and has caused ongoing issues with the splash pad's electrical control system.

This project will remove the electrical control panel from the underground vault and install a new panel in an above-ground location within the adjacent Welcome Plaza building. This will allow staff to easily access and maintain the electrical panel. Additionally, the project will also upgrade the chemical dosing equipment to help ensure the splash pad's reliability and longevity.

The project has completed design and permitting and is ready for construction when funding becomes available.

BID RESULTS:

The project was competitively bid using the City's Small Works Public Works Bidding process. The project initially went out to bid on June 8, 2026, and the bidding period was open for three weeks. No bids were received by the bid opening date on July 1, 2026. The project was re-bid on July 8, 2026, and bids were opened on July 22, 2026. Three bids were received as follows:

July 22, 2026 Bid Results	
Northwest Cascade, Inc.	\$349,319.88
Source Electric, LLC	\$368,331.60
Peterson Construction Group, LLC (Non-Responsive)	\$245,700.00

Peterson Construction Group, LLC submitted the apparent low bid but was not

registered on the Small Works Roster through MRSC at the time invitations to bid were issued. Per RCW 30.04.152, under the small works bidding process, registration on the Small Works Roster is required at the time of bidding for award eligibility. Therefore, the bid was determined to be non-responsive.

Northwest Cascade, Inc. submitted the lowest responsible, responsive bid in the amount of \$349,319.88.

BID REJECTION:

Although Northwest Cascade, Inc. submitted the lowest responsible, responsive bid, the bid amount exceeds the funding available for the project within the adopted 2025-2026 Biennial Budget, or \$200,000. Given current budget constraints, staff does not recommend awarding a construction contract at this time. Instead, staff recommends rejecting all bids and deferring construction of the project until funding can be considered as part of the 2027-2028 Biennial Budget. If funding is approved in the 2027-2028 Biennial Budget, staff intends to re-advertise the project for construction.

FISCAL CONSIDERATION: FISCAL CONSIDERATION:

No construction contract will be awarded as a result of this action. Rejecting all bids avoids committing funds beyond those available in the adopted 2025-2026 Biennial Budget.

If the City Council elects to fund the project through the 2027-2028 Biennial Budget, staff will return with a future request to advertise the project for construction and award a construction contract following a competitive bidding process.

ATTACHMENTS:

1. R-1366 REJECTING ALL BIDS FOR SPLASH PAD

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

RESOLUTION NO. 1366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REJECTING ALL BIDS RECEIVED FOR THE WELCOME PLAZA SPLASH PAD PLUMBING AND REWIRING PROJECT

WHEREAS, the City of Gig Harbor invited bids for the Welcome Plaza Splash Pad Plumbing and Rewiring Project (CIP-2506) using the City's Small Works Public Works Bidding process; and

WHEREAS, on June 8, 2026, the city advertised for bids for the Welcome Plaza splash pad project but received no bids; and

WHEREAS, the project was re-advertised on July 8, 2026, and bids were opened on July 22, 2026, at which time three bids were received, but only two were considered responsive; and

WHEREAS, the lowest responsible, responsive bid submitted by Northwest Cascade, Inc. in the amount of \$349,319.88 exceeds the funding available for the project within the City's adopted 2025-2026 Biennial Budget; and

WHEREAS, the City Council has determined that it is in the best interest of the City to reject all bids, defer construction of the project, and consider funding the project as part of the 2027-2028 Biennial Budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor:

Section 1. Rejection of Bids. All bids received for the Welcome Plaza Splash Pad Plumbing and Rewiring Project (CIP-2506) are hereby rejected.

Section 1. Future Project Funding. The City Council directs staff to include funding for the Welcome Plaza Splash Pad Plumbing and Rewiring Project in the proposed 2027-2028 Biennial Budget for future consideration and, if funding is approved, to re-advertise the project for construction at that time.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 10th day of August, 2026.

Mary Barber
Mayor

Attest:

Tiffany Aliment
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	Aug 5	5:30pm	Parks Commission	CANCELLED
TH	Aug 6	3:00pm	Civil Service Commission Meeting	Authorization request for continuous examination
TH	Aug 6	5:30pm	Planning Commission	Housing Code Discussion
M	Aug 10	5:30pm	City Council Meeting	Consent - Adoption of Ordinance 1565 Amending the City's Wage Schedule - Adoption of Amended Prosecutor Contract - Appointments to the Historic Preservation, Planning, and Salary Commissions - Easement with Peninsula Light Co. for Water System Transformer Business: - Resolution 1366 Rejecting all Bids Received for Splash Pad Plumbing and Rewiring (CIP-2506) - Public Works Contract Award for Public Works Construction, Materials Testing, and Construction Support – Commercial Fishing Homeport
TH	Aug 13	3:00pm	City Council Study Session	- Wildfire Preparedness and Preparation – FD 5 Tom Wescott - Visit Gig Harbor Tourism Update – Miriam Batson - Judson Subarea Plan Discussion – Eric Baker - MFTE Draft Ordinance – Shea Smiley and Eric Baker
TH	Aug 20	5:30pm	Planning Commission	Public Hearing Density and Dimensions Land Use Table
M	Sept 14	5:30pm	City Council Meeting	Presentations: - State of the Library Update (Executive Director, Gretchen Caserotti) Consent: - Professional Services Contract Amendment #__ - Wastewater Nutrient Efficiency (Carollo) Business: - First Reading of Ordinance XXXX Adopting a Multi-Family Tax Exemption (MFTE) Program
TH	Sept 17	3:00pm	City Council Study Session	2027 Legislative Agenda - Density and Dimensions Land Use Table

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

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

Day	Date	Time	Group	Agenda Items
M	Sept 28	5:30pm	City Council Meeting	Consent - Adoption of Lease with Peninsula Emergency Preparedness Coalition (PEP-C) Presentations: - Proclamation for Breast Cancer Awareness Month - Pierce Transit Ballot Measure (Anna Cartwright) Business: - Public Hearing on Revenue Sources
TH	Oct 1	3:00pm	City Council Study Session	
M	Oct 12	5:30pm	City Council Meeting	
TH	Oct 15	3:00pm	City Council Study Session	
M	Oct 26	5:30pm	City Council Meeting	Business: Public Hearing and Adoption Property Taxes
TH	Oct 29	3:00pm	City Council Study Session	
M	Nov 9	5:30pm	City Council Meeting	Business: Public Hearing on 2027-28 Budget
TH	Nov 12	3:00pm	City Council Study Session	
M	Nov 23	5:30pm	City Council Meeting	Business: Public Hearing, Second Reading, and Adoption of Budget
TH	Nov 26	3:00pm	City Council Study Session	THANKSGIVING
M	Dec 14	5:30pm	City Council Meeting	
TH	Dec 17	3:00pm	City Council Study Session	