AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, March 14, 2022 – 5:30 p.m.
Virtual Meeting

This may 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 City Council Meeting Procedures at the end of this agenda for information on options to make public comment.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

CHANGES TO THE AGENDA

CONSENT AGENDA

1. **City Council Minutes**

   Documents:

   City Council Study Session Minutes - February 24, 2022.pdf
   City Council Minutes - February 28, 2022.pdf
   City Council Special Meeting Minutes - March 3, 2022.pdf
   City Council Special Meeting Minutes - March 4, 2022.pdf

2. **Receive & File**

   Documents:

   Planning Commission Minutes - February 17, 2022.pdf

3. **Approval of Professional Services Contract - Skansie Netshed Repairs Design Services**

   Documents:

   AGENDA BILL Skansie Netshed Repair.pdf

4. **Approval of Easement - Peninsula Light Co. at Sanitary Sewer Lift Station #12A**

   Documents:

   AGENDA BILL Peninsula Light Co. Easement.pdf

5. **Approval of Vouchers**

   Check numbers 97376 through 97479 and ACH payments in the amount of $1,260,814.32.

6. **Approval of Payroll**

   Checks #8341 through #8347 and direct deposit transactions in the total amount of $489,668.83.

PRESENTATIONS

1. **Gig Harbor Land Conservation Fund**

   Documents:

   Land Conservation Fund Presentation.pdf

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. **Resolution 1235 Expressing Solidarity with the Ukrainian People**

   Suggested motion: Move to approve Resolution 1235

   a) Report: City Clerk Josh Stecker

   b) Clarifying questions from Council

   c) Public comment

   d) Council deliberation and action

   Documents:

   AGENDA BILL Resolution 1235.pdf

2. **Harborview-Stinson Intersection Improvements – Change Order #3**

   Suggested motion: Approve and authorize the Mayor to execute Change Order #3 in the not-to-exceed amount of $75,000, to be used to incentivize acceleration of completion of the roundabout.

   a) Report: Public Works Director Jeff Langhelm

   b) Clarifying questions from Council

   c) Public comment

   d) Council deliberation and action

   Documents:

   AGENDA BILL Harborview-Stinson Intersection Improvements Change Order No. 3.pdf

COUNCIL REPORTS / COMMENTS

1. **RFP for a City-wide Radiation Baseline Study –**

Councilmember Woock

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

Agenda Planning Schedule.pdf

ADJOURN

PUBLIC COMMENT & DECORUM

The City Council desires to allow a maximum opportunity for public comment. However, the business of the City must proceed in an orderly, timely manner. The purpose of a Council meeting is to conduct the City's business; it is not a public forum. The Open Public Meetings Act does not require that members of the public be allowed to participate or speak.

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

Instead of speaking live, you may submit comments in writing by email before the meeting. Your comments must be provided to the City Clerk by 3:00 p.m. on the day of the meeting. All written comments must be able to be read in 3 minutes or less to be included in the record and must state "FOR PUBLIC COMMENT" in the subject line of the email. In addition, comments must include the name and address of the person submitting the comments. Email comments to cityclerk@gigharborwa.gov. Written comments will be read during the appropriate agenda item.

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

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.

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, February 24, 2022 – 2:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:00 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, Storset and Woock were present.

DISCUSSION ITEMS:

1. **Sports Complex Phase 1A & 1B Design -** Public Works Director Jeff Langhelm and Parks Manager Matthew Keough were joined by Charlie Dais and Jessie Palmer of the YMCA to update Council on the design and permitting status of Phase 1A & 1B of the Gig Harbor Sports Complex.

2. **2022 Long Range Planning Work Plan Program –** Community Development Director Katrina Knutson reviewed the 2022 Long Range Planning Work Plan Program with Council, identifying high, medium and low priority goals. Council supported raising the Design Manual update to a high priority, raising parking requirements issues to a medium priority, and raising the formation of a historic preservation committee to a medium priority.

ADJOURN: The meeting adjourned at 4:12 p.m.

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Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, February 28, 2022 – 5:30 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 5:30 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, Storset and Woock were present.

CONSENT AGENDA:

1. City Council Minutes: City Council Minutes - February 14, 2022; City Council Study Session Minutes - February 17, 2022
2. Receive & File: Planning Commission Minutes - January 27, 2022; Planning Commission Minutes - February 3, 2022
3. Approval of Professional Services Contract Amendments – Duration of Work Extensions
4. Acceptance of Bid – Replacement Patrol Car
5. Approval of Professional Services Contract for WWTP Puget Sound Nutrient General Permit
6. Approval of Vouchers: Check numbers 97287 through 97375 and ACH payments in the amount of $335,279.33

MOTION: Move to approve the Consent Agenda (Rodenberg/Storset).
VOTE: Unanimously approved.

PRESENTATION: Mayor Markley read a proclamation declaring March as Red Cross Month. Justin VanLandschoot, Dan Wirth, and Larry Bleich were on hand to receive the proclamation and report to Council on the services provided by the Red Cross locally.

MAYOR'S REPORT: Mayor Markley thanked residents for their patience with the construction project commencing at Harborview Drive and Stinson Avenue. She also reported on the upcoming interview process to fill the City Administrator vacancy.

CITY ADMINISTRATOR'S REPORT: No report this evening.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Thomas Wick commented on the process for fulfilling public records requests.

OLD BUSINESS:

1. **Second Reading and Adoption of Ordinance 1482 Stormwater Code Revisions –** Public Works Director Jeff Langhelm gave council an overview of the ordinance with minor revisions made since first reading.

Public Comment: Thomas Wick comment on stormwater issues.

MOTION: Move to approve Ordinance 1482 (Henderson/Lykins).
VOTE: Unanimously approved.

NEW BUSINESS:

1. **Public Hearing: 2022 Comprehensive Plan Amendment Docket -** Principal Planner Carl de Simas presented four docketed Comprehensive Plan

amendments for Council's consideration and reported that staff recommends that Council approve processing all four amendments.

Public Hearing: Thomas Wick comment on stormwater issues.

> **MOTION:** Move that the four proposed Comprehensive Plan amendments, as presented on the 2022 Docket, be processed during the current annual amendment process consistent with the procedures provided in Gig Harbor Municipal Code Chapter 19.09 (Woock/Barber).
> **VOTE:** Unanimously approved.

2. **Resolution 1234 Adopting the 2022 Parks, Recreation and Open Space (PROS) Plan –** Parks Manager Matthew Keough gave council an overview of the plan and its goals and elements.

   Public Comment: Thomas Wick comment on stormwater issues. Ben Coronado spoke in support of the resolution.

   > **MOTION:** Move to approve Resolution 1234 (Barber/Rodenberg).

   After discussion, the motion was amended to:

   > **AMENDED MOTION:** Move to approve Resolution 1234 with the sentence "At time of authorization of a project, service needs and planning assumptions will be reevaluated." inserted after the last sentence on page 55 of Exhibit A.
   > **VOTE:** Unanimously approved.

COUNCIL REPORTS / COMMENTS:

1. **Proposed change to GHMC Chapter 2.04.030 Related to Council Meeting Agendas –** Councilmember Woock requested that Council consider revising the GHMC to require that council meeting packets are posted 6 days prior to the meeting. Council may discuss this change in its upcoming study sessions on Council Rules.

2. **Proposed change to Council Procedures Related to Public Comment –** Councilmember Woock commented on public comment practices for reading written comments. Council may discuss changes to public comment procedures in its upcoming study sessions on Council Rules.

Councilmember Woock reported on PCRC's 2022 work plan. Councilmember Lykins reported that councilmembers will be at the Farmers Market to engage with residents this summer.

ADJOURN: The meeting adjourned at 6:42 p.m.

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Joshua Stecker, CMC
City Clerk

MINUTES
GIG HARBOR CITY COUNCIL SPECIAL MEETING
Thursday, March 3, 2022 – 5:30 p.m.
Council Chambers

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 5:30 p.m. Councilmembers Barber, Henderson, Lykins, Rodenberg, Storset and Woock were present.

INTRODUCTION OF CITY ADMINISTRATOR CANDIDATES: Interim City Administrator Tony Piasecki introduced Jeff Niten and Linda Kelly as candidates for the position of City Administrator. The candidates met with councilmembers and members of the community.

ADJOURN: The meeting adjourned at 7:00 p.m.

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Joshua Stecker, CMC
City Clerk

MINUTES
GIG HARBOR CITY COUNCIL SPECIAL MEETING
Friday, March 4, 2022 – 8:30 a.m.
Executive Conference Room

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 8:30 a.m. Councilmembers Barber, Henderson, Lykins, Rodenberg, Storset and Woock were present.

EXECUTIVE SESSION: Council went into executive session to evaluate the qualifications of an applicant for public employment per RCW 42.30.100(1)(g). Mayor Markley announced the executive session would last until 11:00 a.m. with no action to be taken following the executive session.

At 11:00 a.m. the Mayor announced the executive session would be extended until 11:45 a.m.

At 11:45 a.m. Council returned from executive session and entered recess until 12:15 p.m.

At 12:15 p.m. Council went into executive session to evaluate the qualifications of an applicant for public employment per RCW 42.30.100(1)(g). Mayor Markley announced the executive session would last until 1:00 p.m. with no action to be taken following the executive session.

Council returned from executive session at 1:00 p.m.

ADJOURN: The meeting adjourned at 1:00 p.m.

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Joshua Stecker, CMC
City Clerk

Minutes Planning Commission
Public Hearing
Thursday, February 17, 2022
6:00 P.M.

I. **Call to Order:** 6:00 PM

II. **Roll call:** Chair Hoeksema, Commissioner Krawczyk, Commissioner Grina, Commissioner Bradbury, Commissioner Soltess, Commissioner Bennett & Commissioner Brown

Staff: Katrina Knutson, AICP, Community Development Director; Carl deSimas, Principal Planner; & Michelle Thomas ,Planning Technician

III. **Approval of Minutes:** January 27, 2022 & February 3, 2022 Motion Krawczyk/Bennett All in favor minutes approved as written

IV. **Public Hearing:** Interim Zoning Controls related to ESSHB 1220 (Transitional housing, permanent supportive housing, emergency shelters and emergency housing) –

- **a.** Presentation Katrina Knutson
- **b.** Planning Commission Questions
- **c.** Public Comment
  - **i.** Josie Turner
  - **ii.** Jeanea Worley – 3405 Erickson Street #D
  - **iii.** Elizabeth Wright – Outside City Limits
- **d.** Planning Commission Discussion

V. **Other Business:** Update HB 1782 Missing middle housing.
Next meeting Wednesday, March 2, 2022, Short Term Rental 2nd Study Session.

VI. **Adjournment:** Motion Krawczyk/Grina all in favor meeting adjourned at 7:13 P.M.

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 14, 2022

SUBJECT: Skansie Netshed Repair and Maintenance – Professional Services Contract

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to provide a Professional Services Contract with Helix Design Group for the Skansie Netshed repair and maintenance project. Staff has reviewed the scope and fee and recommend approval of the contract.

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with Helix Design Group in an amount not to exceed $ 43,231.00.

SUBMITTED BY: Marcos McGraw, Project Engineer
DEPARTMENT: Public Works/Engineering **PHONE:** 253-853-2647

BACKGROUND INFORMATION: This project will provide for design, and advertising of work to replace the roofing material, fix failed siding boards, and repainting the exterior of the netshed.

DISCUSSION: The professional services described within the scope of work and associated fee schedule will provide the City with a fully designed set of documents for advertising and constructing the repair and maintenance work.

FISCAL CONSIDERATION: The 2022 Budget allocated $ 300,000 for the "Skansie Netshed Structural Repairs" (Parks Dev. Obj #6).

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$ 43,231.00	$ 300,000	$ 0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract consisting of the Scope and Fee from Helix Design Group.

REVIEWED BY:
☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☒ Department Head

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF GIG HARBOR AND HELIX DESIGN GROUP, INC.

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

RECITALS

WHEREAS, the City is presently engaged in maintaining the Skansie Netshed 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 forty three thousand two hundred thirty one dollars and zero cents ($43,231.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2023; 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 attorneys 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.

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 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 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:Helix Design Group, Inc.
ATTN: Erik Prestegaard
6021 12th Street East, Suite 201
Tacoma, WA 98424-1308
(253) 922-9037

City of Gig Harbor
ATTN: Marcos McGraw
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 this _____ day of _____, 20____.

CONSULTANT

By:_____
Its:_____

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

March 1, 2022

Mr. Marcos McGraw, Project Manager
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: CPP1907 – Skansie Netshed Maintenance *REVISED*

Dear Mr. McGraw:

Thank you for inviting us to express our interest in the referenced project. This is an interesting assignment, and it would be our pleasure to work with you on this project.

Having discussed the project with you; reviewed the information you have provided; and using our past, relevant experience as a guide, we are very pleased to submit the following anticipated project scope for your consideration. We have also included a fee proposal, addressing the tasks in the proposed scope, as well as an anticipated schedule.

I. PROJECT SCOPE

A. ANTICIPATED WORK

Per your information, project components include:

1. Replace existing roofing by providing a 3/8" plywood overlay over existing planking and new roofing.
2. Replace failed siding boards.
3. Re-paint entire building exterior.

B. PROPOSED PROJECT TEAM

We propose the following project team:

Helix Design Group, Inc. Tacoma, WA	Prime Consultant. Architecture; Project Management.
KPFF Consulting Engineers Tacoma, WA	Structural Engineering/Over Water & Shoreline Consulting.
Bill Acker Consulting Services Gig Harbor, WA	Cost Estimating

C. PROPOSED TASKS

We anticipate completing the following tasks:

1. DESIGN
    - Review existing drawings and reports, (provided by City).
    - Visit site:
        - Review damaged/failed siding; quantify with city input (approx. number of and/or lineal feet to be replaced).
        - Note areas in immediate and future needs of repair; document.
        - Take photos; make measurements.
    - Asses roof structure in terms of ability to support new overlay and roofing material. Specify needed upgrades, if any, with cost opinion.

- Review code requirements and Best Management Practices for over water construction. Incorporate as necessary.
- Review specific requirements for repairs to historically significant structures (Skansie Netshed is on the Historic Register).
- Prepare drawings – use dimensioned photos when possible and appropriate (e.g., for siding); prepare details; roof design; schedules.
- Prepare specifications.
- Prepare cost estimates.
- Submit for City review at 50% and 90% completion levels, with review meetings; submit final.
- Coordination with City.
- Coordination with Design Team.
- Quality Control (Q.C.)

2. PERMITTING

We will have discussions with the City of Gig Harbor and any other Jurisdictions Having Authority (JHA's); prepare and submit building permit applications; respond to questions; and follow up through the permitting process for building permit.

3. BIDDING

Services during bidding may include, but not necessarily be limited to the following:

- Bidding solicitation support, clarifications, and review.
- Review and respond to substitution requests and questions.

4. CONSTRUCTION

Construction support can be provided at the City's option by future contract amendment, but have not been included in the current fee proposal.

Services during construction may include, but not necessary be limited to the following:

- Visit site at appropriate intervals to verify that construction meets the design intent, and attend construction meetings.
- Respond to construction questions, RFI's, etc.
- Review submittals and shop drawings.
- Review and respond to change order requests.
- Prepare punch lists at substantial and final completion stages.
- Prepare as-built drawings based on contractor mark-ups.

II. FEE ESTIMATE

Based on the Scope of Work presented in Section I, Tasks 1., 2. and 3. we estimate our fees as follows.

A. DESIGN

Architecture (Attachment 'A'):			$28,005
Structural Engineering (Attachment 'B'):		$4,815	
Cost Estimating (Attachment 'C'):		2,080	
Sub-total:		$6,895	
Helix Mark-up @ 10%:		690	$ 7,585
TOTAL, DESIGN:	HOURLY. ESTIMATE:		$35,590

B. PERMITTING

Permitting requirements are yet to be fully defined. We are proposing an allowance at this time, to be reviewed and confirmed or adjusted at the appropriate time.

ALLOWANCE:	$ 3,500

C. BIDDING
Per scope in I. 3.:

FEE:	HOURLY, ESTIMATE:	$ 3,500
TOTAL SERVICES, INCL. ALLOWANCE & ESTIMATE:	HOURLY:	$42,590

D. REIMBURSABLE EXPENSES
Per Attachment 'A': $ 641

III. SCHEDULE

Based on our current understanding of the project, we are estimating the following Design schedule, shown in approx. number of weeks – beginning from notice to proceed:

TASK	DURATION
Review existing Documents; Site Visit	1 week
Code Review	1 week
50% Drawings & Specifications	3 weeks
City Review	1 week
90% Drawings & Specifications	2 weeks
City Review	1 week
Final Documents	1 week
TOTAL, DESIGN:	10 weeks

Other Services

Bidding:	T.B.D
Permitting:	T.B.D

IV. ASSUMPTIONS

A. As-built drawings are not available, although some earlier drawings appear to exist. Design documents will use dimensioned photos when appropriate, e.g., to show elevations with siding, rather than develop as-builts.
B. It is assumed that the existing structure will support the new roof, but this will be verified at the beginning of the project.
C. Existing paint will not be removed, except where loose.
D. Only failed siding boards will be replaced, not boards showing milder cases of distress.
E. "Out of scope" repair requirements will be identified as observed, but not addressed in the current scope of services – expect code issues that require immediate attention.
F. We understand the building to be structurally sound, and a condition assessment will not be conducted.
G. We assume that environmental permits will not be required, or exemptions have been issued, including SEPA through the City of Gig Harbor; JARPA through ACOE, NMFS, EPA, and DOE; and HPA through WDFW. Effort for these permits or exemptions will be by the City of Gig Harbor Public Works Department.
H. Services during construction have not been included in proposed fees. Such support can be provided by amendment, when/if requested by the City.
I. Services will be provided on an hourly, not to-exceed basis at standard rates as shown in Attachment A, B, & C.

We hope this proposed scope meets with your requirements. We will follow up with a fee proposal shortly.

Thank you again for contacting us.

Sincerely yours,
HELIX DESIGN GROUP, INC.

Erik Prestegaard
Principal

Attachments

6021 12th Street East, Suite 201, Tacoma, WA 98424-1308 (253) 922-9037 www.helixdesigngroup.net

ATTACHMENT A

Skansie Netshed Maintenance
Architectural Design Tasks

	Architectural Tasks	principal	sr. architect / project manager	job captin	architect / designer	admin	
		$ 200.00	$ 175.00	$ 157.50	$ 135.00	$ 67.50	total
1	Review Existing Information	2	6				$ 1,450
2	Visit Site; Document Obs.		8		8		$ 2,480
3	Code Reviews, ind. Historic		10				$ 1,750
4	Prepare Drawings; submit at 50% & 90%	2	35		56		$ 14,085
5	Prepare Specifications; Submit at 50% & 90%	1	12			8	$ 2,840
6	Review Meetings (50% & 90%)		8				$ 1,400
7	Coordination with City & Team		16				$ 2,800
8	QC	6					$ 1,200
9							$ -
10							$ -
11							$ -
12							$ -
13							$ -
	total hours	11	95	0	64	8	178
	Total Architectural Service	$ 2,200.00	$ 16,625.00	$ -	$ 8,640.00	$ 540.00	$ 28,005.00

Expenses						
Travel Costs						
	trips	miles				
Mileage	3	36	$ 0.585			$ 63
	Bridge Toll: 3 @ 6.50			**total mileage**		20
Total Travel Costs						$ 83
Reproduction						
Prints, copies, etc., Misc.		Allowance				$ 500
				Sub-total Expenses		$ 583
				Helix mark-up @ 10%		$ 58
Total Expenses						$ 641

Total Architectural	$ 28,729

February 18, 2022

Mr. Erik Prestegaard
Helix Design Group
6021 12th St E suite 201
Tacoma, WA 98424-1376

Subject: Structural Engineering Support for Skansie Netshed Maintenance

Dear Erik,

KPFF Consulting Engineers is pleased to provide this proposal for structural engineering services associated with the Skansie Netshed Maintenance project for the City of Gig Harbor. The Skansie Netshed is a timber framed building (approx. 90'x30') that is supported by timber piles. The building is entirely over water in Gig Harbor. We understand that Helix Architecture will be submitting a fee proposal for Architectural, Structural Engineering, and Cost Estimating consulting services for installation of 3/8" plywood sheathing over the existing roof decking, installation of new roofing, and replacement of failed siding.

SCOPE OF WORK

Based on our understanding of the project, we propose the following Scope of Work:

1. **Site Visit:** This task will include visiting the building to observe the existing conditions of the structure. Framing member sizes and condition will be observed and recorded for use in the structural analysis

2. **Structural Analysis:** KPFF will analyze the existing structural members for the proposed dead loads associated with this work. The results of the analysis will be summarized in a memo which will be stamped and signed by a Structural Engineer licensed in Washington State. This task also includes time for a conversation with Helix to discuss the results of the structural analysis.

ASSUMPTIONS

The following assumptions were used in preparation of this scope and fee proposal:

1. The existing structures will not be evaluated for building code compliance.
2. The existing framing will be evaluated independently for structural capacity using engineering judgement for allowable stresses based on current and historic material design codes.
3. KPFF assumes the building has sufficient capacity to support the proposed materials. If the calculations show the existing structure is not capable of supporting the proposed materials, the design of structural modifications will be provided under additional scope and fee.
4. Services resulting from changes in scope or magnitude of the project as described above.

FEE

We propose to perform the above Scope of Work for an estimated maximum fee of **$4,800**, billed on a time and materials basis. Our fee will not exceed the fee indicated without prior authorization using the hourly rates presented on the attached fee schedule. Services will be provided in accordance with a mutually agreeable contract between KPFF and Helix Design Group.

SCHEDULE
We will work with Helix to develop a schedule for this task.

Erik, we look forward to working with you on this project. Thank you for contacting us again and please contact me at 253-396-0150, if you have any questions or need additional information.

Sincerely,

Ian D. Frank, PE, SE
Associate
KPFF Consulting Engineers

Enclosures: Fee Estimate

ENGINEERING PROJECT FEE WORKSHEET

Project Name: Skansie Netshed Maintenance
Client: Helix Design Group
Fee estimate prepared by: IDF
Date: 2/18/2022

	ESTIMATED HOURS								
WORK ITEM	**Principal** $250	**Senior Project Manager** $240	**Senior Engr** $205	**Senior Tech Specialist** $230	**Prof. Engr** $180	**Design Engr.** $160	**CAD Tech** $124	**Admin** $97	**FEE**
1. Site visit to observe existing conditions									
Site visit preparation/coordination			1			2			$525
Site visit			3			3			$1,095
Site visit documentation						2			$320
Task 1 Sub Total									**$1,940**
2. Structural Analysis									
Calculations			1			6			$1,165
Memo						2			$320
QC	1		2						$660
Coordination with Helix			2			2			$730
Task 2 Sub Total									**$2,875**
TOTAL HOURS	**1**	**0**	**9**	**0**	**0**	**17**	**0**	**0**	
	$250	**$0**	**$1,845**	**$0**	**$0**	**$2,720**	**$0**	**$0**	**$4,815**

Bill Acker Consulting Services
Information Generated from Practical Experience in the Current Market Place

PHONE (360) 895-1756 • FAX (360) 874-2062
P.O. BOX 1213
GIG HARBOR, WA 98335
LICENSE I.D. #601 251 567

February 18, 2022

Helix Design Group
6021 12th Street East, Suite 201
Tacoma, WA 98424

Dear Erik Prestegaard:

Thank you for considering my services to estimate and review the re-roofing, re-painting and providing of other repairs at the Skansie Netshed in Gig Harbor. I am proposing the following fees:

50% design estimate and review: 8 hours x $130 per hour = $1,040.

90% design estimate and review: 8 hours x $130 per hour = $1,040.

This adds up to $2,080 for both estimates. If desired, these may be considered hourly not-to-exceed fees, where the invoices could come in less depending on how smooth things go, but would but exceed their capped amounts.

Thank you again for the consideration. Please do not hesitate to call if you have any questions, or additional information is desired.

Sincerely,

Bill Acker

Bill Acker Consulting Services

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 14, 2022

SUBJECT: Peninsula Light Co. Easement at Sanitary Sewer Lift Station #12A

PURPOSE & RECOMMENDATION: The Purpose of this agenda bill is to grant an easement to Peninsula Light Co. for the installation of a new underground electrical service for the City's Sanitary Sewer Lift Station #12A replacement project.

SUGGESTED MOTION: Approve and authorize the Mayor to sign the Easement for Peninsula Light Company.

SUBMITTED BY: Trent A. Ward, P.E., City Engineer
DEPARTMENT: Public Works **PHONE:** 253-853-7637

BACKGROUND INFORMATION: The existing Sanitary Sewer Lift Station #12 electrical service is currently overhead and is not of sufficient capacity to support the replacement lift station project. As part of the replacement lift station project, Peninsula light Co will be installing a new underground electrical service across Burnham Dr to meet the electrical demand of the replacement lift station. It is Peninsula Light Co. policy to obtain an easement for all utility company facilities that are installed upon real property/private property, for construction and ongoing ownership, operation and maintenance purposes. This easement is non-exclusive and will encumber a strip of land fifteen feet in width surrounding the Company's facilities.

DISCUSSION: N/A

FISCAL CONSIDERATION: The cost for this easement was included within the budget and Public Works Contract for the Sanitary Sewer Lift Station #12A project.

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$ 218.00	$ 2,839,000.00	$ 0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Easement

REVIEWED BY:
☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☒ Department Head

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 successors or assigns, all hereinafter called the COMPANY; a perpetual right of way and easement with the right, privilege and authority to construct, operate and maintain a SYSTEM of underground electric service cables and appurtenances to each; over, under, through and across the following described 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 COMPANY.

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.

3. 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 cable as it is installed within the following described property.

APN: 0122258004

LOT 4 OF SH PLAT 77-610 OUT OF 4-022 SEG K-2751 TP JW (DCJEAEMS3-5-82)

DATED this _____ day of _____ 20____.

_____
Mayor Tracie Markley

Notary acknowledgements on the next page

Easement: CITY OF GIG HARBOR
APN: 0122258004

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.

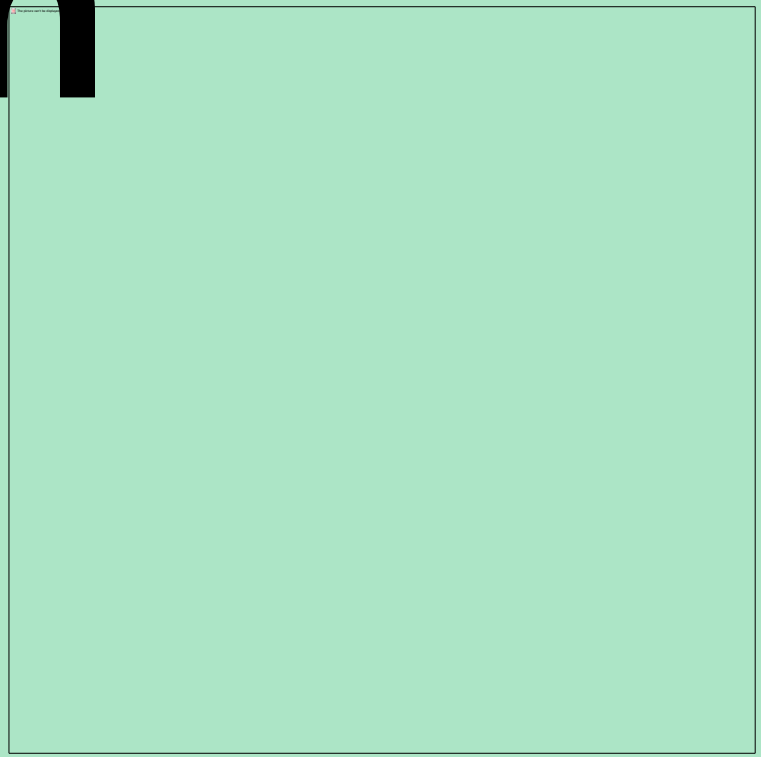
Dated:_____

_____
Signature

_____
Printed Name

My appointment expires:_____

Gig Harbor Land Conservation Fund



Mission:

To conserve targeted undeveloped properties in the greater Gig Harbor area.

- **Retain the beauty of our natural environment**
- **Retain critical habitat for wildlife.**
- **Ensure everyone has equitable access to natural open spaces**

The Concern:

- **Rapid Growth**
- **Loss of Wildlife Habitat, Wildlife Corridors & Open Space**
- **Threat to Environment & Keystone Species**

Climate Change and Trees

Trees help stop climate change by:

- **Removing carbon dioxide from the air**
- **Storing carbon** in the trees and soil
- **Releasing oxygen** into the atmosphere.
- **"Urban heat islands"** occur when natural land cover is replaced with pavement, buildings, and other surfaces that absorb and retain heat. This effect increases energy costs, air pollution levels, and heat-related illness and mortality.

* Important given recent heat events

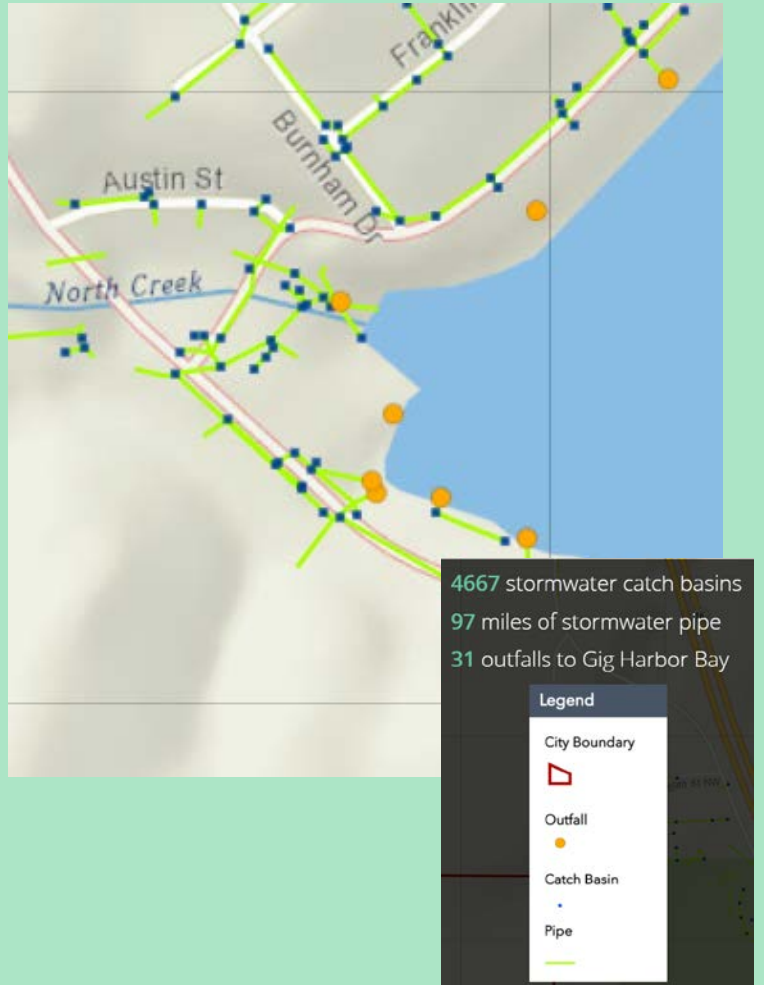
Stormwater

Stormwater pollution is considered the largest water pollution problem in the urban areas of Washington State.

Rain/stormwater flows over hard surfaces like roofs, driveways and streets. It picks up debris, chemicals, sediment and many other pollutants along the way.

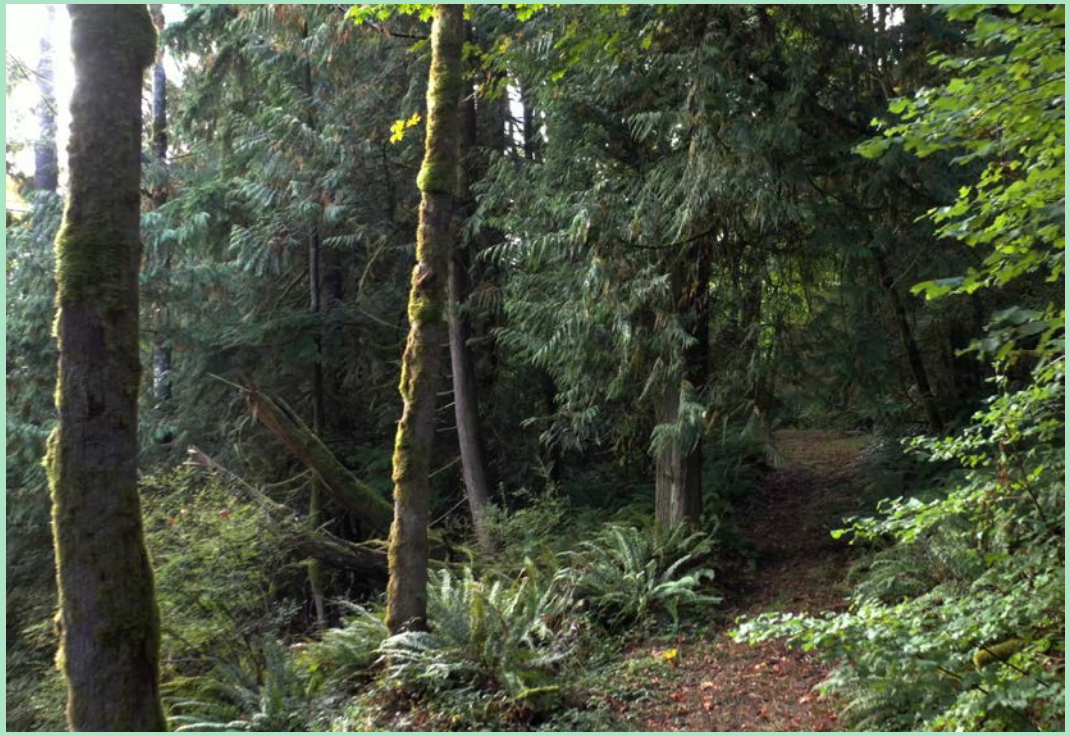
That stormwater travels **WITHOUT** treatment into our local streams, wetlands, and storm drain system that eventually empties into Puget Sound.

Typically developments are obligated to ensure water quality and flow control via a filtering retention pond or vault.



Ideal GHLCF-Supported Properties Include…

- **Land containing critical habitat, wildlife corridors and with historical or archeological significance.**
- **Land in close proximity to highly developed or rapidly developing areas.**
- **Land along sensitive shorelines.**

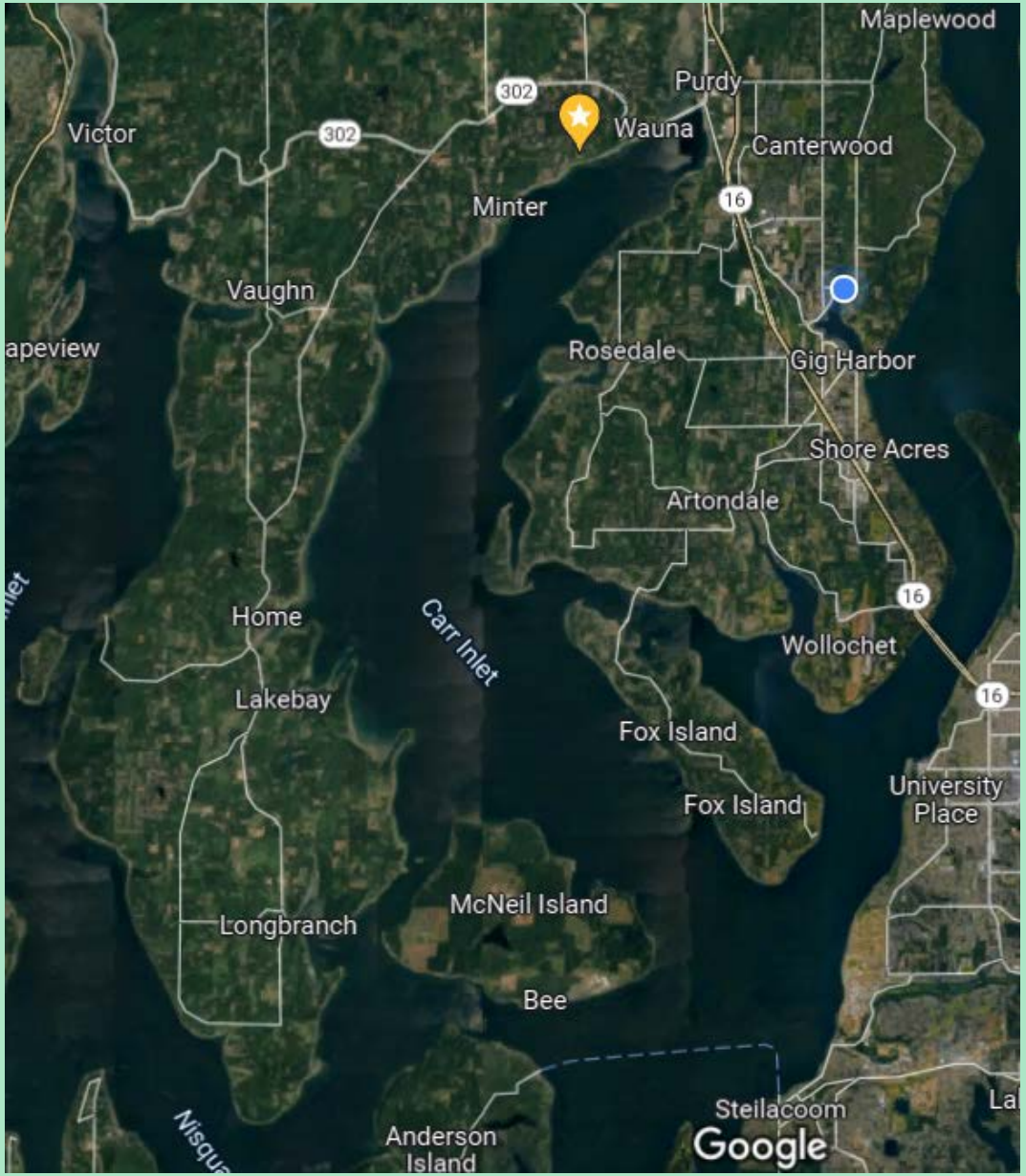


Service Area

- **Greater Gig Harbor**

- **Key Peninsula**

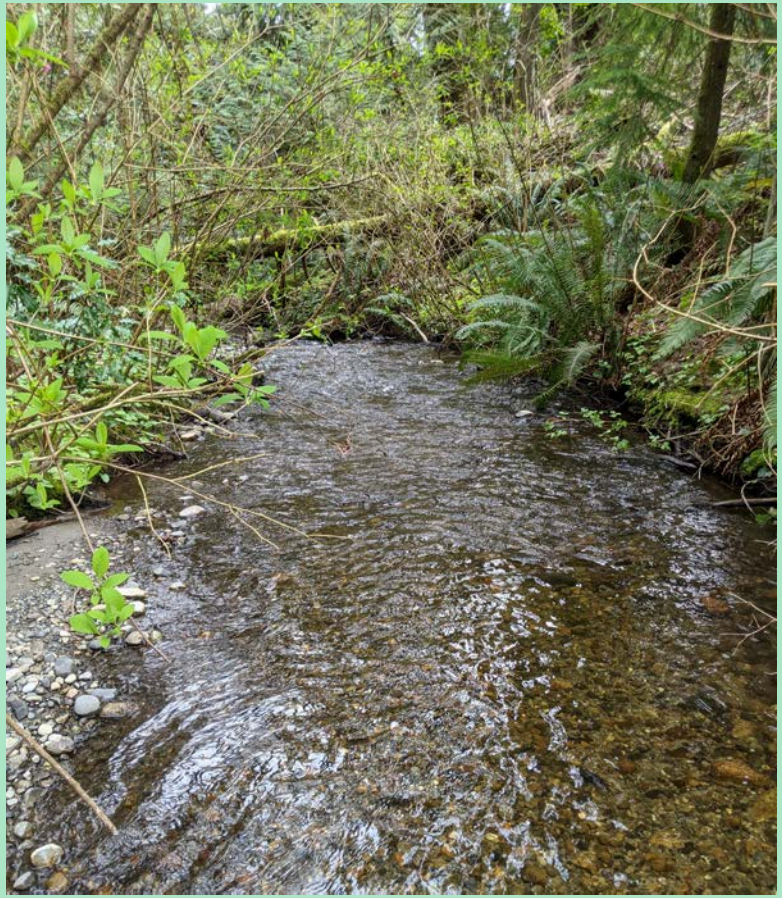
** Priority Focuses apply*



Examples of “Types of Property”

City of Gig Harbor Projects (Yeah!)

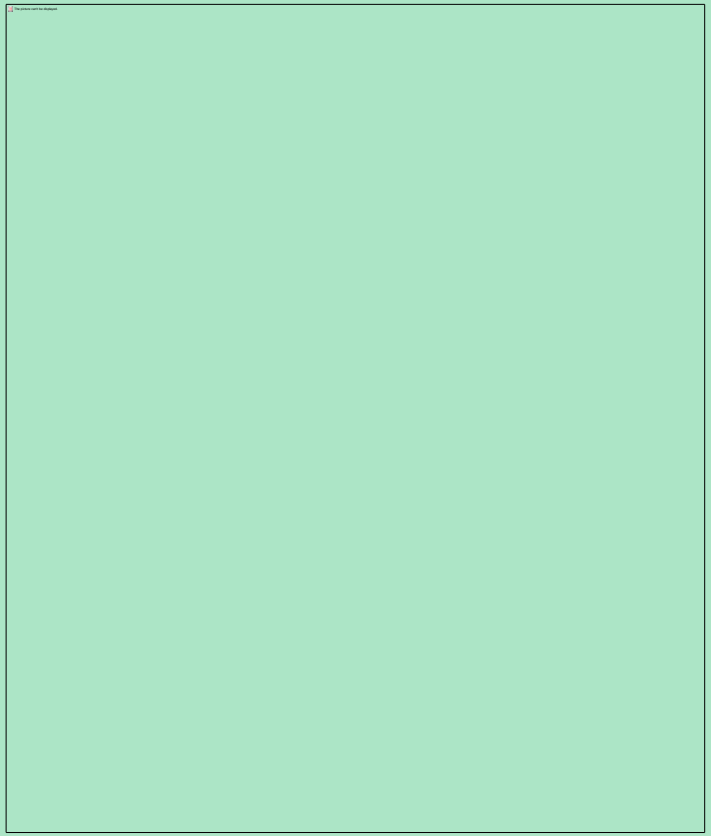
North Creek Salmon Heritage Site – Phases 1 & 2

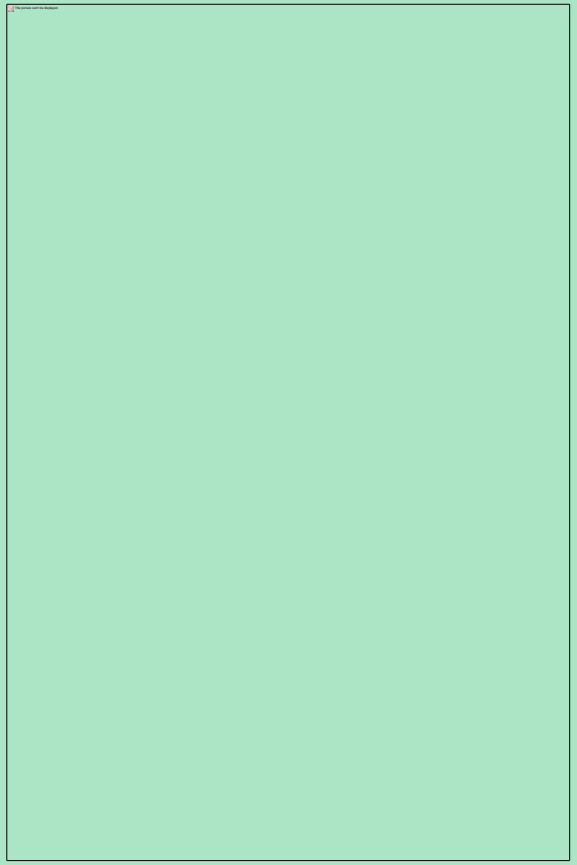


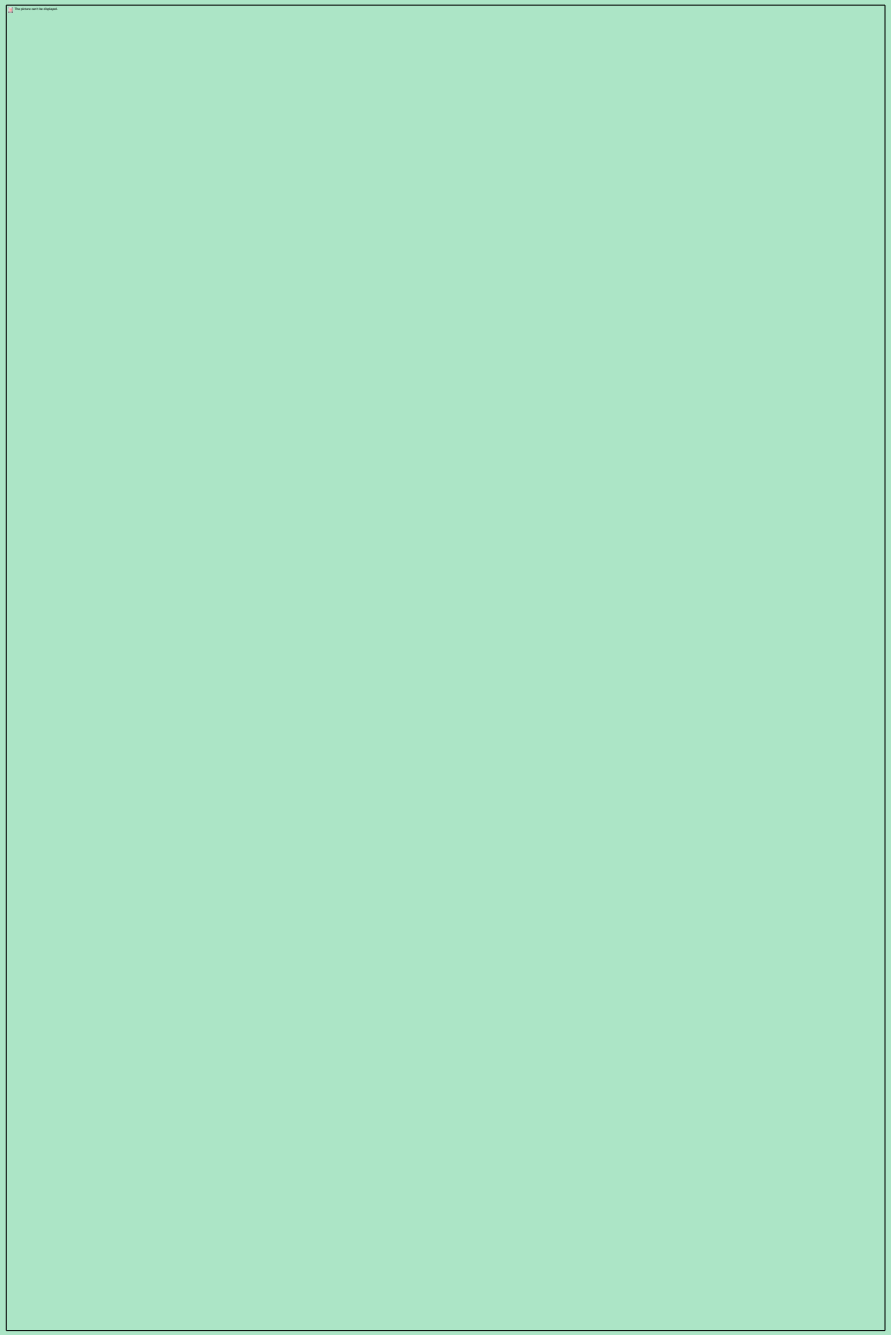
Hope: 1000 Acre Woods

East Gig Harbor

Natural watershed for the Crescent Lake and Crescent Creek drainage. Diverse ecosystem.







Identifying Land

- **“Receiving Agency” applies**
- **Must have a willing seller**
- **Must commit to <u>restrictive covenants recorded on title</u>:**
  - **Conservation in perpetuity**
  - **Open to the public**

Funding Property

- **GHLCF is a Community Fund – Reliant on community donations.**

- **Advisory Board:**
  - **Allocates available dollars**
  - **Creates a community fundraising plan**

- **We welcome community members interested in helping to fundraise!**

Fund Details & Technicalities

- **Fund held by Greater Tacoma Community Foundation**

  Donations are tax-deductible to fullest extent of the law.

  98.75% for property conservation projects.

  1.25% of all donations goes to the Tacoma Fdn. for fund management.

  No Operating Funds – Donations sought (not tax deductible).

The Fund is invested in short-term investments. Priority-type open space and critical habitat properties are disappearing quickly and we want to move fast.

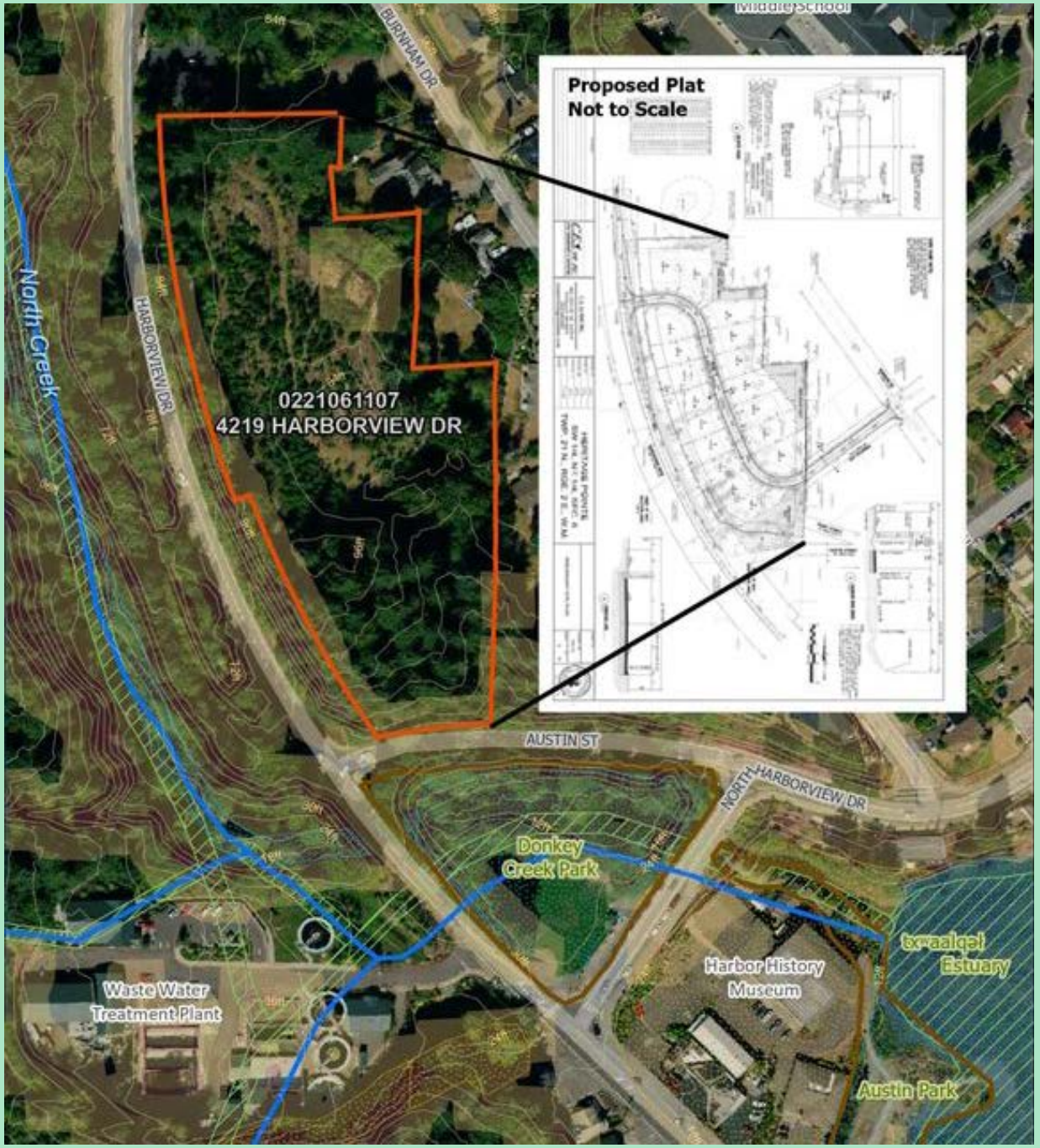
Endowment plans underway. Looking for a generous donor to start us off!

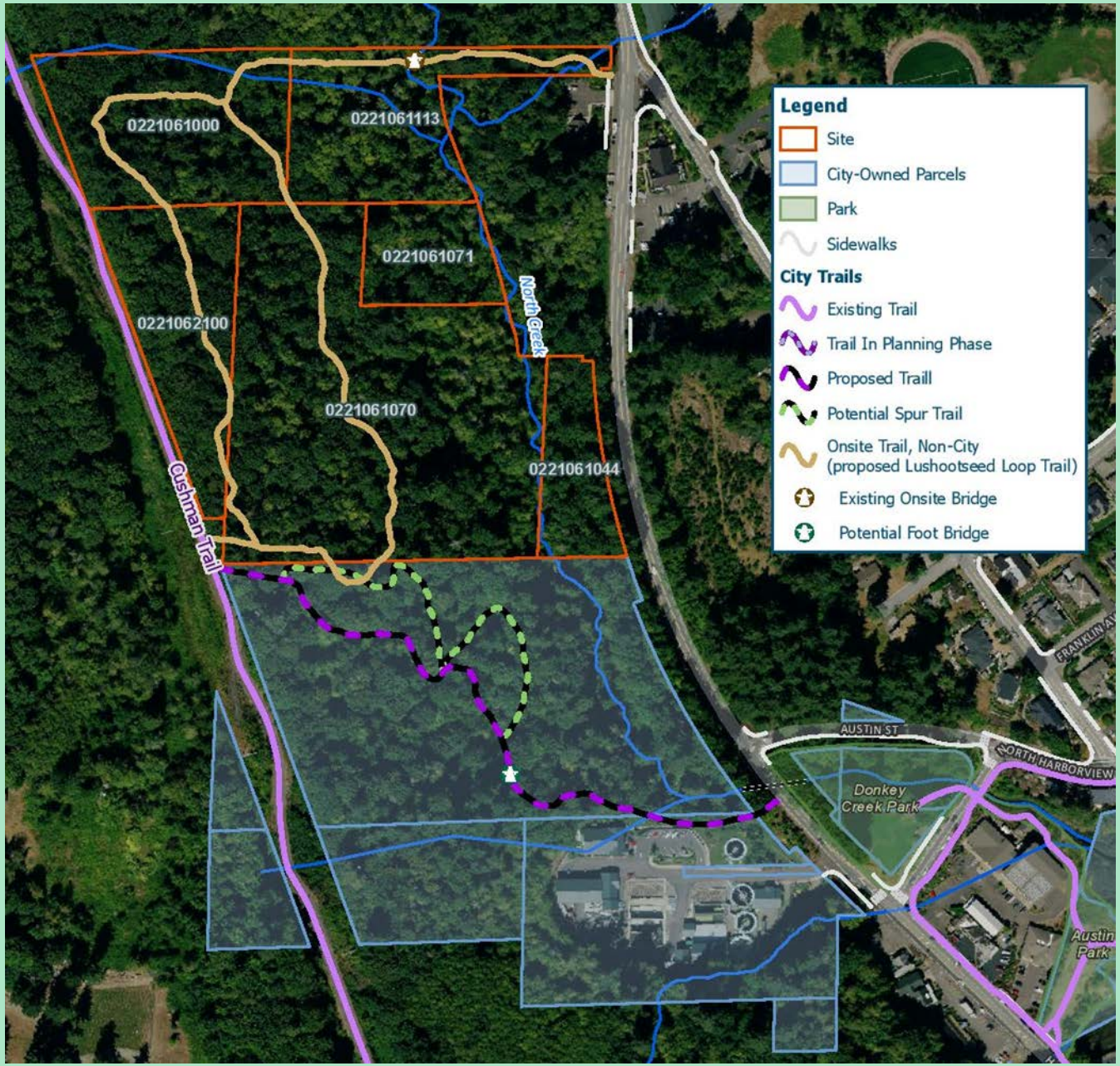
Our First Project!

North Creek Salmon Heritage Site – Phase 3

- **Sponsor: City of Gig Harbor**
- **5.15 Acres**
- **18 homes approved preliminary plat**
- **Site of txʷaalqəł & Burnham Homestead**
- **Wildlife & Human Corridor**
- **Direct Discharge Exemption**

Goal: $50,000 in Pledges





NCSHS Phase 3 is contiguous to Phases 1 & 2

- Important Wildlife Corridor
- Important for Historic and Cultural Resources
- Important for health of North Creek (stormwater)
- Important for human trail connections

40+ acres of conservation!

Restoration Opportunities!

Planting NW Native Species, Scotch broom Removal, Possibly Asphalt Removal

Advisory Board

Michael Behrens
Robyn Denson
Beth Herold
Jennifer Keating
Margarita Leas
Dennis Moore

Bios at:
gigharborlandconservation.com

It Takes a Maritime Village!

www.gigharborlandconservation.com

Pledges for North Creek Phase 3
ghlandfund@gmail.com

Donate to Overarching Fund

- Cash
- Planned Gifts – Estate Planning
- Complex Gifts: Real Estate, Stocks, etc.

Skilled Volunteers Needed!

Examples:

- **Earth Day Event Coordinator – April 23rd**
- **Newsletter**
- **Graphic Design**
- **Fundraising**
- **Real Estate Research**
- **Data Help**
- **Misc. - Photographers, One-off research projects, etc.**

LAND CONSERVATION FUND
Gig Harbor

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 14, 2022

SUBJECT: Resolution 1235 Condemning the Invasion of Ukraine and Expressing Solidarity with the Ukrainian People

PURPOSE & RECOMMENDATION: The purpose of this agenda bill and resolution is to publicly state the City Council's support of the Ukrainian people.

SUGGESTED MOTION: Move to approve Resolution 1235.

SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 853-7613

BACKGROUND INFORMATION: This resolution is before Council at the request of Councilmember Barber.

DISCUSSION: This resolution provides a statement of condemnation of the invasion of Ukraine and expresses Council's solidarity with the Ukrainian people.

FISCAL CONSIDERATION: None.

BOARD/COMMISION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1235

REVIEWED BY:
☒ Mayor
☒ City Administrator
☐ City Attorney
☐ Finance Director
☐ Department Head

RESOLUTION 1235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, CONDEMNING THE INVASION OF UKRAINE AND EXPRESSING SOLIDARITY WITH THE UKRAINIAN PEOPLE

WHEREAS, Russian President Vladimir Putin sent troops to invade the sovereign nation of Ukraine; and

WHEREAS, hundreds of civilians have been killed and thousands are in unsafe locations or attempting to flee; and

WHEREAS, millions more are evacuating to neighboring countries resulting in the largest humanitarian crisis since World War II; and

WHEREAS, the United States and other nations have united to place sanctions on Russia for its aggression; and

WHEREAS, the United States has taken immediate action to prohibit financial investment and transactions with Russia, and the United Nations General Assembly has called numerous emergency sessions in pursuit of peace in Ukraine; and

WHEREAS, Gig Harbor is home to many Ukrainian families who have relatives in Ukraine fearing for their lives; and

WHEREAS, everyone in Gig Harbor should find ways to show support for our Ukrainian friends here at home and in Ukraine;

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

Section 1. The City Council hereby condemns the invasion of Ukraine and stands in solidarity with the Ukrainian people.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 14th day of March, 2022.

_____
Tracie Markley
Mayor

Attest:

_____
Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 14, 2022

SUBJECT: Harborview-Stinson Intersection Improvements – Change Order #3

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to execute a Public Works Contract change order with the City's contractor, Active Construction Inc. (ACI) to incentivize them to accelerate the construction of the Harborview/Stinson Intersection Improvement Project and to open the roundabout to traffic in a shorter time than currently scheduled.

SUGGESTED MOTION: Approve and authorize the Mayor to execute Change Order #3 in the not-to-exceed amount of $75,000, to be used to incentivize acceleration of completion of the roundabout.

SUBMITTED BY: Aaron Hulst, PE, Senior Engineer
DEPARTMENT: Public Works/Engineering **PHONE:** 253-853-7620

BACKGROUND INFORMATION: On February 28 the City began phase two of the Harborview/Stinson Intersection Improvements. Prior to the beginning of Phase 2 work, an extensive public outreach process was undertaken by staff. There have been some concerns expressed by residents and businesses with how long the current closure and detour route will be in place. The contractors current schedule shows the closure and detour ending and the roundabout being open to traffic on June 9. Subsequent discussions amongst Mayor, Council, and staff concluded in interest to incentivize the contractor to accelerate completion of the roundabout work earlier than currently planned.

DISCUSSION: This change order was developed to facilitate a way to incentivize the contractor to complete roadway construction ahead of schedule.

The contractor's current schedule (attached) identifies final asphalt lift being placed on June 9, 62 working days from March 15, which is the earliest date this change order could be executed if approved by Council. This change order would incentivize the contractor by paying $5,000 per working day, up to a maximum of $75,000 (15 working days), that the roundabout is open to traffic ahead of schedule.

The total contract time will not be adjusted with this change order and the anticipated date of physical completion remains in July 2022.

FISCAL CONSIDERATION: The 2022 budgeted amount of $2,100,000 will not be exceeded if the proposed change order is executed. See summary table that identifies a total 2022 project budget excess of **$238,000**.

2022 Budgeted Amount $2,100,000

Approved 2022 Expenditures	**Remaining to pay**
Construction Contract (ACI)	$1,670,000
City Engineer Change Order Authority	$109,000
Construction Support (TSI)	$55,000
Materials Testing (CTL)	$28,000
Subtotal	$1,862,000
Total 2022 budget available	**$238,000**

By council approving this change order, the City Engineer's change order authority will remain intact.

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$0	$2,100,000	$

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Change Order #3, ACI Schedule

REVIEWED BY:

☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☒ Department Head

Date: 3/15/2022	City of Gig Harbor Public Works Department Change Order Form	CO # 3 Page #1 of #1

x Order by Engineer under terms of Section 1-04.4 of Standard Specifications
___ Change Proposed by Contractor

Project No.: CSP-1904
Project Name: Harborview Dr./Stinson Ave Intersection Impr
Contractor Name: Active Construction Inc.
Contractor Address: PO Box 430
Puyallup, WA 98371

When this Change Order has been approved by the Mayor, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications, the Special Provisions, or as provided by this Change Order for the type of construction involved.

Description of Changes	Max. Qty.	Unit	Unit Price	Decrease in Contract Price	Maximum Increase in Contract Price
Bid Item: NA — Bid Item Description: NA					
References: ACI - Schedule - accepted by City on 03-04-2022	15	working day	$5,000.00		$75,000.00
Description of incentive work: This change order is intended to incentivize the contractor to complete the construction of the project so that the roadway(s) can be opened to traffic earlier than scheduled. Incentive is proposed for each working day, ahead of schedule (attached), the contractor can open all lanes to 2-way traffic and complete all work preceeding but including final asphalt lift placement.					
Work/Bid Items that shall be complete prior to incentives being paid: All work and bid items that preceed but include final asphalt roadway lift being placed for the entire project. These items include but are not limited to: all roadway work including grading and placement of base, all sidewalk that will require traffic control to place, all curb and gutter, all roundabout curb and gutter, all stamped concrete crosswalks, all roundabout splitter islands, and the roundabout center island.					
Assumptions: The Contractor will receive incentive pay of $5,000 per day for each working day that all work preceding but including final asphalt lift of pavement is completed prior to the end of the 62nd working day, beginning to count days the first day this change order is executed. Aside from incentive pay, this change order does not change any other terms of the contract. Maximum incentive pay shall not exceed $75,000, or 15 working days.					
			Sub-total =	$0.00	$75,000.00
		Tax Rate = NA	Tax =	$0.00	$0.00
			Totals =	$0.00	$75,000.00

Original Contract Amount	Total Changes by Previous Change Orders	Maximum Amount of this Change Order	Adjust Contract Amount Including this Change Order
$2,188,188.01	$66,367.27	$75,000.00	$2,329,555.28

This Change Order revises the time for substantial completion by:
0 working day increase. 0 working day decrease. 0 no change in working days.

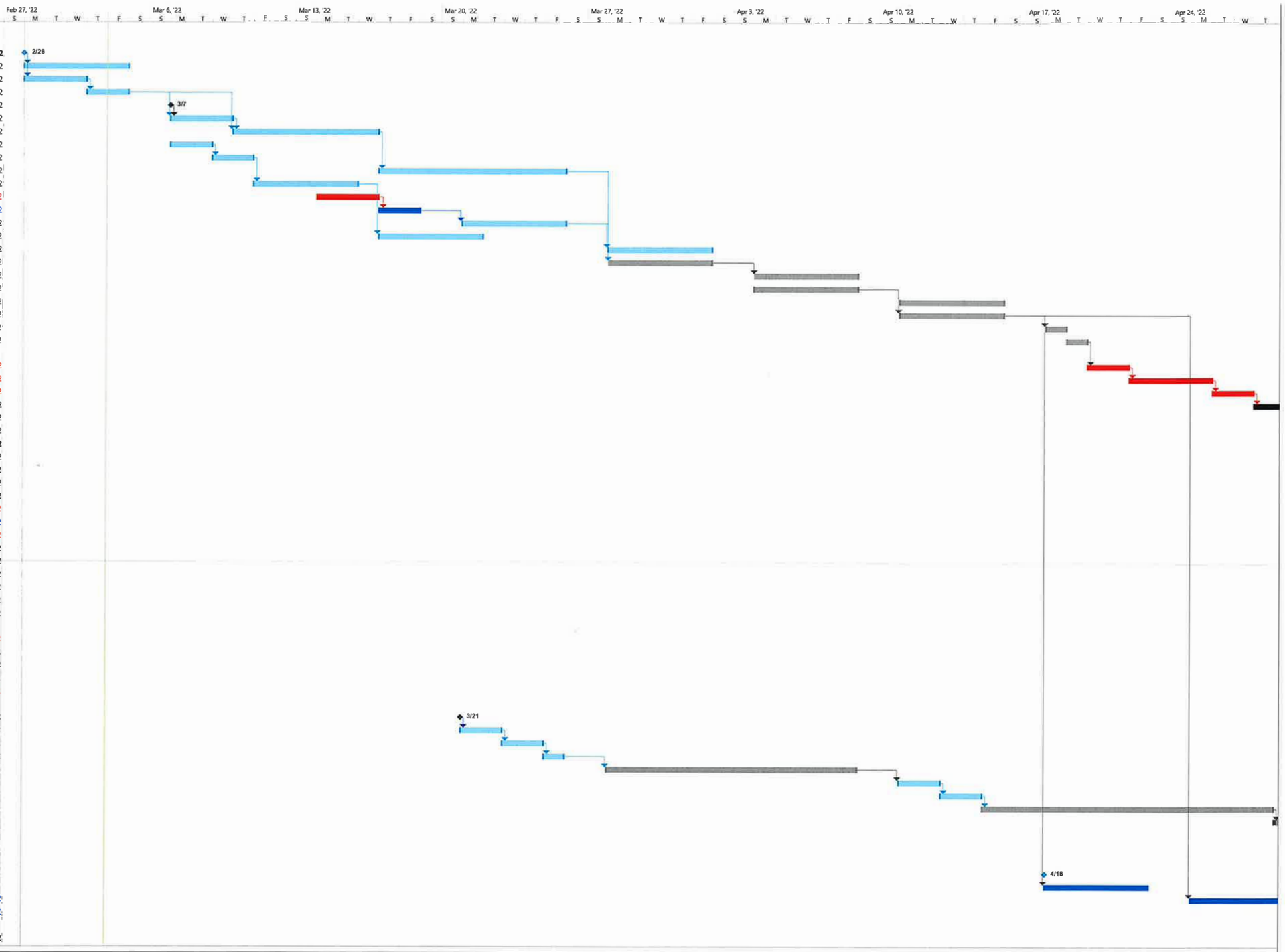
By accepting this Change Order, or by failing to follow the procedures of Section 1-04.5 and Section 1-09.11 of Standard Specifications and as amended by the Special Provisions, the Contractor attests that the Contract adjustment for time and money as provided herein is adequate, and constitutes compensation in full for all costs, claims, mark-up, and expenses, direct or indirect, attributable to this or any other prior Change Order(s). The Contractor further attests that the equitable adjustment provided herein constitutes compensation in full for any and all delays, acceleration, or loss of efficiency encountered by the Contractor in the performance of the Work through the date of this Change Order, and for the performance of any prior Change Order by or before the date of substantial completion. All other items, conditions and obligations of the contract shall remain in full force and effect except as expressly modified herein, in writing, by this Change Order.

ACCEPTED: _____ 3/15/2022
Contractor Signature — Date

N/A
Surety Signature, when required — Date

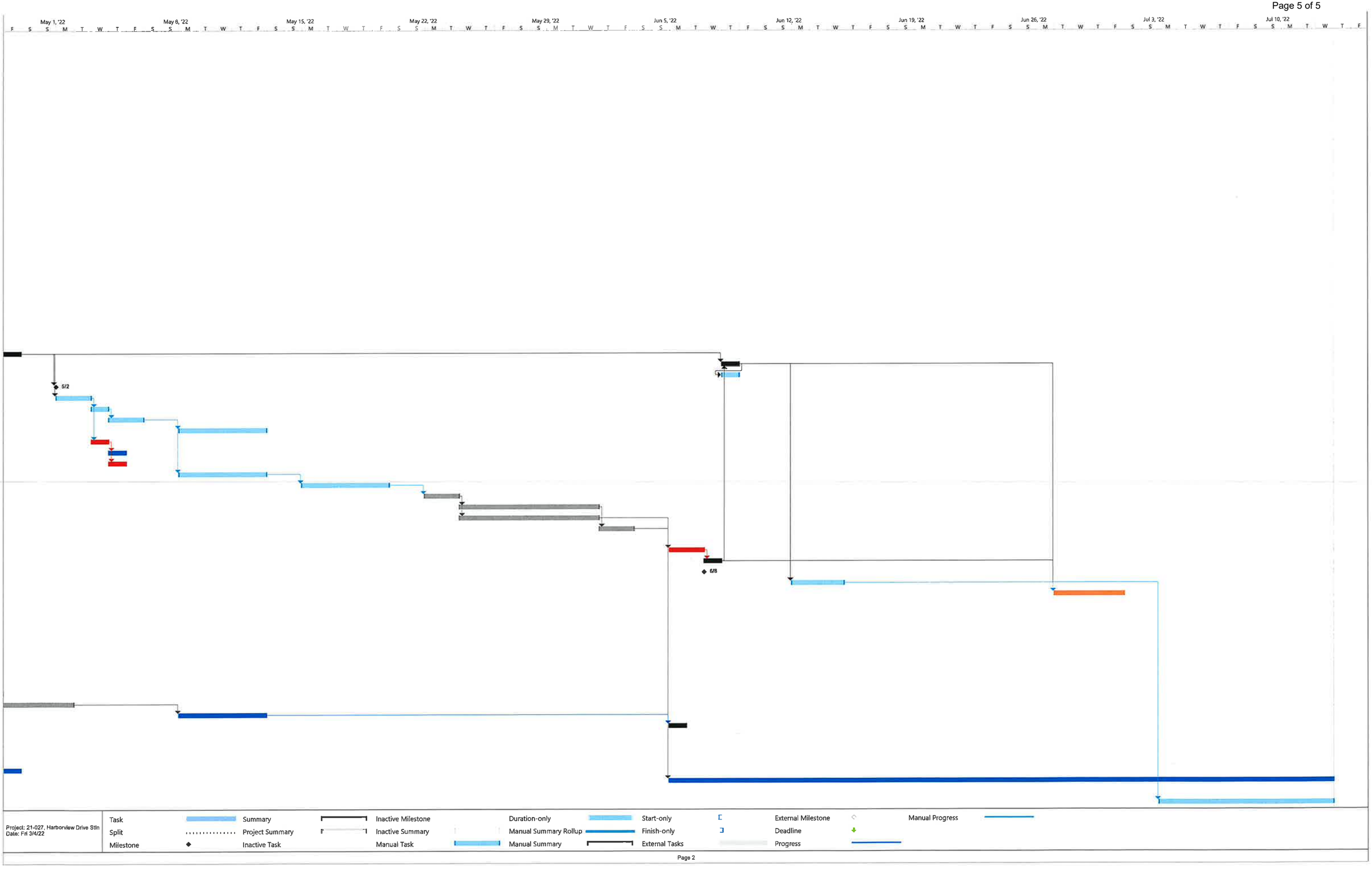
APPROVED: _____ 3/15/2022
Tracie Markley, Mayor — Date

ID	Task Name	Duration	Start	Finish
1				
2				
3	**TCP PHASE 4**	**0 days**	**Mon 2/28/22**	**Mon 2/28/22**
4	MOBILIZATION	5 days	Mon 2/28/22	Fri 3/4/22
5	SSMH 3-26A, 3-28A & 3-28B CHANNEL	3 days	Mon 2/28/22	Wed 3/2/22
6	SIDE SEWERS	2 days	Thu 3/3/22	Fri 3/4/22
7	**TCP PHASE 2-3**	0 days	Mon 3/7/22	Mon 3/7/22
8	ASPHALT/CONCRETE DEMO	3 days	Mon 3/7/22	Wed 3/9/22
9	CB16-CB17 24" STORM (REVISION)	5 days	Thu 3/10/22	Wed 3/16/22
10	CB'S 8, 9 & 10	2 days	Mon 3/7/22	Tue 3/8/22
11	CB11-CB12	2 days	Wed 3/9/22	Thu 3/10/22
12	SPEEDY GLASS WALL	7 days	Thu 3/17/22	Fri 3/25/22
13	STINSON WALL	3 days	Fri 3/11/22	Tue 3/15/22
14	ELECTRICAL CROSSNGS, BASES	3 days	Mon 3/14/22	Wed 3/16/22
15	IRRIGATION CROSSINGS	2 days	Thu 3/17/22	Fri 3/18/22
16	EARTHWORK	5 days	Mon 3/21/22	Fri 3/25/22
17	CB 1,2,4,5-EXIST	3 days	Thu 3/17/22	Mon 3/21/22
18	CSBC/CSTC	5 days	Mon 3/28/22	Fri 4/1/22
19	CONSTRUCT ROUNDABOUT	5 days	Mon 3/28/22	Fri 4/1/22
20	CONSTRUCT SPLITTER ISLANDS	5 days	Mon 4/4/22	Fri 4/8/22
21	CURB & GUTTER	5 days	Mon 4/4/22	Fri 4/8/22
22	DETECTABLE EDGE TREATMENT	5 days	Mon 4/11/22	Fri 4/15/22
23	SIDEWALK	5 days	Mon 4/11/22	Fri 4/15/22
24	CONCRETE CROSSWALK STINSON	1 day	Mon 4/18/22	Mon 4/18/22
25	CONCRETE CROSSWALK HARBORVIEW SOUTH SIDE	1 day	Tue 4/19/22	Tue 4/19/22
26	RFPB STINSON	2 days	Wed 4/20/22	Thu 4/21/22
27	LIGHTS STINSON	2 days	Fri 4/22/22	Mon 4/25/22
28	RFPB HARBORVIEW (SOUTH SIDE)	2 days	Tue 4/26/22	Wed 4/27/22
29	ASPHALT PAVE (BASE LIFT)	2 days	Thu 4/28/22	Fri 4/29/22
30	ASPHALT PAVING (TOP LIFT)	1 day	Thu 6/9/22	Thu 6/9/22
31	TEMP STRIPING	1 day	Thu 6/9/22	Thu 6/9/22
32	**TCP PHASE 4**	**0 days**	**Mon 5/2/22**	**Mon 5/2/22**
33	ASPHALT/CONCRETE DEMO	2 days	Mon 5/2/22	Tue 5/3/22
34	CB2-CB3	1 day	Wed 5/4/22	Wed 5/4/22
35	CB13-15	2 days	Thu 5/5/22	Fri 5/6/22
36	EDDON BOAT PARK GRAVITY WALL	5 days	Mon 5/9/22	Fri 5/13/22
37	ELECTRICAL CROSSNGS, BASES	1 day	Wed 5/4/22	Wed 5/4/22
38	IRRIGATION CROSSINGS	1 day	Thu 5/5/22	Thu 5/5/22
39	RFPB HARBORVIEW (NORTH SIDE)	1 day	Thu 5/5/22	Thu 5/5/22
40	EARTHWORK	5 days	Mon 5/9/22	Fri 5/13/22
41	CSBC/CSTC	5 days	Mon 5/16/22	Fri 5/20/22
42	CURB & GUTTER	2 days	Mon 5/23/22	Tue 5/24/22
43	DETECTABLE EDGE TREATMENT	5 days	Wed 5/25/22	Wed 6/1/22
44	SIDEWALK	5 days	Wed 5/25/22	Wed 6/1/22
45	CONCRETE CROSSWALK HARBORVIEW NORTH SIDE	2 days	Thu 6/2/22	Fri 6/3/22
46	LIGHTS HARBORVIEW	2 days	Mon 6/6/22	Tue 6/7/22
47	ASPHALT PAVING	1 day	Wed 6/8/22	Wed 6/8/22
48	**MULTIPLE TCP's**	**0 days**	**Wed 6/8/22**	**Wed 6/8/22**
49	UTILITY ADJUST	3 days	Mon 6/13/22	Wed 6/15/22
50	STRIPING & SIGNAGE	4 days	Tue 6/28/22	Fri 7/1/22
51				
52	**EDDON BOAT RAMP**	**0 days**	**Mon 3/21/22**	**Mon 3/21/22**
53	CONCRETE PAVING DEMO	2 days	Mon 3/21/22	Tue 3/22/22
54	CONCRETE WALL DEMO	2 days	Wed 3/23/22	Thu 3/24/22
55	WALL EXCAVATION	1 day	Fri 3/25/22	Fri 3/25/22
56	CONCRETE WALL INC FOOTING	10 days	Mon 3/28/22	Fri 4/8/22
57	STORM	2 days	Mon 4/11/22	Tue 4/12/22
58	EARTHWORK	2 days	Wed 4/13/22	Thu 4/14/22
59	CONCRETE PAVING	10 days	Fri 4/15/22	Thu 4/28/22
60	TRAFFIC & VALLEY CURB	2 days	Fri 4/29/22	Mon 5/2/22
61	GRASS PAVERS	5 days	Mon 5/9/22	Fri 5/13/22
62	ASPHALT PAVING	1 day	Mon 6/6/22	Mon 6/6/22
63				
64	**LANDSCAPE/IRRIGATION**	**0 days**	**Mon 4/18/22**	**Mon 4/18/22**
65	STINSON AVE WEST SIDE	5 days	Mon 4/18/22	Fri 4/22/22
66	STINSON AVE EAST SIDE	5 days	Mon 4/25/22	Fri 4/29/22
67	HARBORVIEW DT NORTH SIDE	28 days	Mon 6/6/22	Wed 7/13/22
68				
69	**FINISH/PUNCHLIST/DE-MOB**	**8 days**	**Mon 7/4/22**	**Wed 7/13/22**



Project: 21-027, Harborview Drive Stin
Date: Fri 3/4/22

Task — Summary — Inactive Milestone — Duration-only — Start-only — External Milestone — Manual Progress
Split — Project Summary — Inactive Summary — Manual Summary Rollup — Finish-only — Deadline
Milestone — Inactive Task — Manual Task — Manual Summary — External Tasks — Progress


May 1, '22
May 8, '22
May 15, '22
May 22, '22
May 29, '22
Jun 5, '22
Jun 12, '22
Jun 19, '22
Jun 26, '22
Jul 3, '22
Jul 10, '22
5/2
6/8
Project: 21-027, Harborview Drive Stn
Date: Fri 3/4/22
Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress
Page 2

UPCOMING CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Day	Date	Time	Group	Agenda Items
TH	Mar. 10	11:00am	Lodging Tax Advisory Committee	
TH	Mar. 10	2:00pm	City Council Study Session	UGA Analysis Annual Report on School, Park, and Transportation Impact Fees Conducting In-Person Council Meetings Council Procedures Updates
TH	Mar. 10	3:00pm	Civil Service Commission	CANCELLED
TH	Mar. 10	5:00pm	Design Review Board	CANCELLED
M	**Mar. 14**	**5:30pm**	**City Council**	*See Agenda*
TH	Mar. 17	2:00pm	City Council Study Session	UGA Analysis 2022-2023 City Priority Goals Policy for Plaques 2022 Active CIP Schedule Update
TH	Mar. 17	5:00pm	Planning Commission	Transitional Housing and Emergency Shelters
TH	Mar. 24	5:00pm	Design Review Board	CANCELLED
M	**Mar. 28**	**5:30pm**	**City Council**	**Consent:** • Gig Harbor Sports Complex Phase 1B Design and Permitting - Professional Services Contract • On-Call Arborist - Professional Services Contract • Resolution 1236 Declaration of Emergency Borgen Blvd. Pavement Repairs • Patrol Car Purchase Authorization **Proclamation:** Parks Appreciation Day **New Business :** • Public Hearing: First Reading and Adoption of Ordinance 1483 Extending Interim Zoning Controls • Public Hearing: First Reading and Adoption of Ordinance 1484 Extending Moratorium on Short Term Rentals • Austin Honoring Art Foundation - Public Works Contract Award • First Reading of Ordinance 1485 Approving A Biennial Budget Process
TH	Mar. 31	5:00 pm	Planning Commission	Short Term Housing
TH	Mar. 31	2:00pm	City Council Study Session	Annual Pavement Maintenance Program Council Procedures Updates Sister City Discussion Fireworks Discussion
TBD	TBD	TBD	Salary Commission	Must meet before April 30

UPCOMING CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

W	Apr. 6	5:30pm	Parks Commission	Parks Appreciation Day Planning Discussion of the 2022 Work Program
TH	Apr. 7	5:00pm	Planning Commission	
M	**Apr. 11**	**5:30pm**	**City Council**	**Presentation:** Volunteer Appreciation Week Proclamation **Old Business:** • Second Reading and Adoption of Ordinance 1485 Approving a Biennial Budget Process
TH	Apr. 14	11:00am	Lodging Tax Advisory Committee	
TH	Apr. 14	2:00pm	City Council Study Session	Presentation from DNR on Urban Forest Management Plans Stormwater Source Control Program 2022 Active CIP Schedule Update
TH	Apr. 14	3:00pm	Civil Service Commission	
TH	Apr. 14	5:00pm	Design Review Board	
TH	Apr. 21	5:00pm	Planning Commission	
M	**Apr. 25**	**5:30pm**	**City Council**	**Consent Agenda:** • North Creek Culvert Replacement Feasibility Study - Professional Services Contract • Resolution XXXX RCO Grant application North Creek Culvert Replacement Feasibility Study **New Business:** • First Reading of Ordinance XXXX Water System Plan Revision • Public Works Operations Center Building Construction - Public Works Contract Award **Staff Report:** Quarterly Budget Update
TH	Apr. 28	2:00pm	City Council Study Session	
TH	Apr. 28	5:00pm	Design Review Board	
M	**May 9**	**5:30pm**	**City Council**	**Old Business:** • Second Reading of Ordinance XXXX Water System Plan Revision
TH	May 12	2:00pm	City Council Study Session	Review of 2023-28 Transportation Improvement Program 2022 Active CIP Schedule Update
M	**May 23**	**5:30pm**	**City Council**	
TH	May 26	2:00pm	City Council Study Session	
M	**June 13**	**5:30pm**	**City Council**	Public Hearing Resolution XXXX Adopting 2022 TIP
TH	June 16	2:00pm	City Council Study Session	Holiday Display Policy 2022 Active CIP Schedule Update

UPCOMING CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

M	**June 27**	**5:30pm**	**City Council**	
TH	June 30	2:00pm	City Council Study Session	