

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, March 27, 2023 – 5:30 p.m.
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 to make public comment.

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 sx̣wəbabc̣ 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

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Study Session Minutes - March 2, 2023.pdf](#)
[City Council Retreat - March 11, 2023.pdf](#)
[City Council Minutes - March 13, 2023.pdf](#)
[City Council Study Session Minutes - March 16, 2023.pdf](#)

2. Resolution 1273 Amending the Wastewater Comprehensive Plan by Revising the Sewer Collection Basin Boundary between Sewer Collection Basins #3 and #4

Documents:

[AGENDA BILL Resolution 1273.pdf](#)

3. Creative Endeavor Grant Agreements

Item moved to New Business 5

4. Appointment of Justin Teerlinck and Reappointment of Louise Tieman to the Parks Commission

Documents:

5. Appointment of Lea Basile-Lazarus, Caasi Dickens, and Emily Ko Smith to the Arts Commission

Documents:

[AGENDA BILL Arts Commission Appointments.pdf](#)

6. Professional Services Contract with David Evans and Associates for Traffic Analysis and Preliminary Design

Documents:

[AGENDA BILL PSC with DEA.pdf](#)

7. Professional Services Contract with Richard Sample Engineering for Arc Flash Assessment at the Wastewater Plant and Collection System Lift Stations

Documents:

[AGENDA BILL Arc Flash Assessment.pdf](#)

8. Approval of Vouchers

Check numbers 100072 through 100191 and ACH payments in the amount of \$615,378.29.

9. Gig Harbor BoatShop Lease Agreement – Amendment #4

Documents:

[AGENDA BILL BoatShop Lease Amendment.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. Public Works Construction Contract Award for Public Works Operations Center Building

Suggested Motion: Approve and authorize the Mayor to:

- 1. Execute the Construction Contract with Pease & Sons, Inc. in the amount of \$3,717,006.21;*
- 2. Execute the Construction Support Services Contract with Lawhead Architects in the amount of \$ 221,218.65.*
- 3. Execute the Materials Testing Services Contract*

with Construction Testing Laboratories in the amount of \$ 19,104.00; and

4. *Authorize City Engineer Change Order Authority in an amount not to exceed \$200,000.00.*

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Operations Center.pdf](#)

2. Professional Services Contract with Granicus, LLC

Suggested Motion: Move to authorize the mayor to execute the professional services contract for assistance with the monitoring and tracking of short-term rentals between the City of Gig Harbor and Granicus, LLC in the amount not to exceed \$7,907.40.

- a) Report: Community Development Director Carl de Simas
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Granicus PSC.pdf](#)

3. Authorization to Purchase Replacement Desk Phones

Suggested Motion: Move to authorize the mayor to sign a purchase agreement with TRI-TEC Communications for replacement desktop phones.

- a) Report: Information Services Manager Keith Smith
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Desk Phone Purchase Authorization.pdf](#)

4. Adoption of Resolution 1272 Adopting a Public Participation Plan for Updating the Comprehensive Plan

Suggested Motion: Move to approve Resolution 1272.

- a) Report: Principal Planner Robin Bolster-Grant

- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Resolution 1272.pdf](#)

5. Creative Endeavor Grant Agreements

Suggested Motion: Move to authorize the mayor to execute Creative Endeavor Grant agreements as listed.

- a) Report: City Clerk Josh Stecker
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Creative Endeavor Grants.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Upcoming City Meetings.pdf](#)

[City of Gig Harbor Two-Year Strategic Plan 2022-2023.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.

Speakers will be allotted 3 minutes per individual, unless revised by the Mayor. In-person comments shall be made from the microphone, first giving the speaker's name and address. When there are 30 seconds remaining, a yellow light will alert you to summarize your comments. At the end of your comments, the light will turn red and you will hear a beep signifying the end of your comment period. Anyone making "out of order" comments may be subject to removal from the meeting.

Public comment may be made remotely via Zoom or by phone during designated portions of the meeting. To speak during the meeting, press the Raise Hand button near the bottom of your Zoom window or press *9 on your phone. Please refrain from raising your hand until the Mayor has announced that she has opened the

public comment portion of the meeting. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

Instead of making oral comment, written comments may be submitted to the City Council at mayorandcouncil@gigharborwa.gov.

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

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION

Thursday, March 2, 2023 – 3:00 p.m.

Community Rooms or Virtual Link

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:00 p.m. Councilmembers Barber, Henderson, Lykins, Martin, Rodenberg, and Woock were present. Councilmember Storset arrived at 3:10 p.m.

DISCUSSION ITEMS:

1. **Legislative Discussion: Policing Related Bills** – City Administrator Knutson introduced the agenda item and asked for Council guidance. Josh Weiss of Gordon Thomas Honeywell and Gig Harbor Police Chief Kelly Busey addressed Council and provided an update on HB 1025 and 1445.

General Council consensus was supportive of the city actively opposing HB 1025 and HB 1445.

2. **Gig Harbor BoatShop Lease Amendments** – Parks Manager Jennifer Haro introduced Nicole Jones-Vogel and Guy Hoppen, who addressed Council and reviewed the requested lease amendments.

General Council consensus was supportive of the amendments. This will come before Council for consideration at a regular Council meeting.

3. **Ancich Waterfront Park Fishermen Paver Replacement Project** – Parks Manager Jennifer Haro and Randy Babich addressed Council and spoke on the agenda item.

Council requested this come back at a later study session with updated pricing and renderings if all needed work were to be done.

At 4:08 p.m., Council took a break and returned at 4:14 p.m.

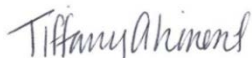
4. **Wastewater Comprehensive Plan Amendments - Jarzynka SFR (7401 Stinson Ave.)** – Associate Engineer Stephanie Seibel spoke on the agenda item and answered Council questions.

General Council consensus was supportive of the amendment. This will come before Council for consideration at a regular Council meeting.

Councilmember Storset voiced his concerns of possible violations of the Council Guidelines & Procedures and requested a conversation at the upcoming Council Retreat on what sanctions would be administered for violations.

City Administrator Knutson informed Council of an upcoming discussion regarding the city's plan for improved public outreach and participation using FlashVote.

ADJOURN: The meeting adjourned at 4:33 p.m.


Tiffany Aliment
Assistant City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL RETREAT
Thursday, March 11, 2023 – 9:00 a.m.
Community Rooms

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 9:00 a.m. Councilmembers Barber, Henderson, Lykins, Martin, Rodenberg, Storset, and Woock were present.

DISCUSSION ITEMS:

Strategic plan review: Council discussed goals and actions on its strategic plan and provided direction to staff to prepare a revised strategic plan for discussion and adoption at a future meeting.

Possible new topics and projects: Council discussed a variety of topics of interest, including council communications, updates to council guidelines, and possible sanction alternatives for violations of council guidelines.

Council provided recommendations to the mayor to appoint Brenda Lykins as the city's representative to the Pierce County Regional Council with Julie Martin serving as her alternate. Council also supported Roger Henderson applying the Pierce County Flood Control Zone Board as the city's representative.

ADJOURN: The meeting adjourned at 4:08 p.m.



Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, March 13, 2023 – 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, Martin, Rodenberg (via teleconference), Storset and Woock were present.

CONSENT AGENDA:

1. City Council Minutes: City Council Minutes - February 27, 2023
2. Professional Services Agreement with Uptown Animal Hospital for Stray Animal Services
3. Street Naming within the Edwards Drive Plat
4. Department of Enterprise Services Funding Approval – Civic Center Investment Grade Audit
5. Professional Services Agreement with Puget Sound Veterinary Specialty and Emergency Clinic for Stray Animal Services
6. Approval of Payroll for the Month of February
7. Approval of Vouchers: Check numbers 99980 through 100071 and ACH payments in the amount of \$644,211.69.

MOTION: Move to approve the Consent Agenda (Barber/Henderson).

VOTE: Unanimously approved

PRESENTATIONS: Drew Dabbs, a student with Lighthouse Christian School, gave a presentation on an idea to help keep Gig Harbor a clean city.

MAYOR'S REPORT: Mayor Markley reported on the city council retreat held on March 11.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported personnel updates.

PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

NEW BUSINESS:

1. **Agreement with FlashVote for Survey Services**– City Clerk Josh Stecker introduced the agreement.

MOTION: Move to authorize the mayor to sign the FlashVote services order form for an initial 3-year service term (Woock/Barber).

VOTE: Unanimously approved

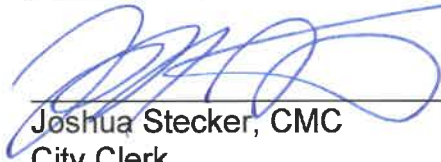
2. **First Reading and Adoption of Ordinance 1510 Related to Compost Procurement** – Public Works Director Jeff Langhelm introduced the ordinance.

MOTION: Move to approve Ordinance 1510 (Lykins/Henderson).

VOTE: Unanimously approved.

COUNCIL REPORTS / COMMENTS: Councilmember Woock reported on wastewater treatment plant tours. Councilmember Lykins reported on the Minerva scholarship for women. Councilmember Rodenberg reported on the food donation project and the sister cities board meeting.

ADJOURN: The meeting adjourned at 6:14 p.m.



Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, March 16, 2023 – 3:00 p.m.
Community Rooms or Virtual Link

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:05 p.m. Councilmembers Barber, Henderson, Lykins, Martin, Rodenberg, and Woock were present. Councilmember Storset was excused.

DISCUSSION ITEMS:

1. **Arts Commission Appointee Introductions** – Caasi Dickens, Emily Ko Smith, and Lea Basile-Lazarus addressed Council and spoke about themselves and their qualifications.
2. **Parks Commission Appointee Introductions** – Louise Tieman and Justin Teerlinck addressed Council and spoke about themselves and their qualifications.
3. **Gig Harbor Yacht Club Junior Sail Program Presentation** – Joan Storkman, GHYC Junior Sail Program Director, provided Council with a PowerPoint presentation and annual report.

Council took a break at 3:50 p.m. and returned at 4:02 p.m.

Council moved discussion item #4 to the end of the agenda.

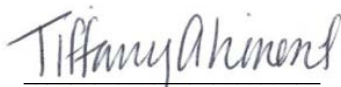
4. **Support for Wastewater Nutrient Modeling (UW Puget Sound Institute)** – Public Works Director Jeff Langhelm reviewed the staff memo and the proposed upcoming PSI modeling effort.
5. **Creative Endeavor Grant Awards** – City Clerk Joshua Stecker reviewed the Arts Commission funding recommendation and reviewed the proposed staff amendments.

Council was supportive of staff's recommended amendments. This will come before the Council for consideration at a regular meeting.

6. **Code Enforcement Program Discussion** – Community Development Director Carl de Simas and Code Enforcement Officer Adam Blodgett reviewed the city's current code enforcement program and some recommended program and process amendments.

Council was supportive of staff's recommended amendments to make the code enforcement program more consistent and transparent.

ADJOURN: The meeting adjourned at 5:12 p.m.


Tiffany Alimont
Assistant City Clerk



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

Meeting Date: March 27, 2023

SUBJECT: Resolution 1273 Amending the Wastewater Comprehensive Plan by Revising the Sewer Collection Basin Boundary between Sewer Collection Basins #3 and #4

SUBMITTED BY: Stephanie Seibel, PE Associate Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Move to approve Resolution 1273.

BACKGROUND INFORMATION: The City of Gig Harbor has received a request from Mr. David Jarzynka (Owner) for a technical amendment to the City's 2018 Wastewater Comprehensive Plan (WWCP).

In August 2022 David and Susan Jarzynka (7401 Stinson Ave, APN 0221086014) requested connection to the city's sewer system through the newly constructed gravity sewer main in the Edwards Plat located immediately downhill of the Jarzynkas' property. This request is based on results from the Jarzynkas' inspection to their existing on-site septic system that showed a failing drain field. Public Works informed the Jarzynkas their property is in sewer basin #3 but the Edwards Plat sewer flows into sewer Basin #4. Therefore, they would need to either connect to the city's sewer system using a grinder pump that pumps sewage from their house to Stinson Avenue or complete a city comprehensive plan amendment to request their property be moved from basin #3 to basin #4.

The next opportunity for a comprehensive plan amendment would be application in early 2023 and decision before the end of 2024.

This timeline was not sufficient for the Jarzynkas because their drain field is currently being inundated with surface water runoff and immediately need to either perform major drain field reconstruction or connect to the city's sewer system.

After meeting with the Jarzynkas on November 7, city staff discussed options for the Jarzynkas in the time sensitive issue with the potential environment impacts then decided that, until such time the city has a new process in place for addressing such sewer basin amendments, the city will continue to follow its technical amendment process identified in Section 1.4 of the city's Wastewater Comprehensive Plan.

This resolution received support from council at their March 2 study session.

FISCAL CONSIDERATION: None

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Resolution 1273

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

RESOLUTION 1273

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE WASTEWATER COMPREHENSIVE PLAN BY REVISING THE SEWER COLLECTION BASIN BOUNDARY BETWEEN SEWER COLLECTION BASINS #3 AND #4

WHEREAS, the City of Gig Harbor has received a request from David and Susan Jarzynka (Owners) for a technical amendment to the City's 2018 Wastewater Comprehensive Plan (WWCP); and

WHEREAS, the Jarzynka's single family parcel is located at 7401 Stinson Avenue, which is located within the City's Sewer Basin #3; and

WHEREAS, due to a failing on-site septic system, the Owner has proposed connecting to the City's sewer infrastructure through Basin #4 instead of the prescribed Basin #3; and

WHEREAS, requiring the parcel to connect in Basin #3 as prescribed will require the use of grinder pump but allowing the parcel to connect to Basin #4 as proposed will allow the use of gravity sewer, which is preferred by the City; and

WHEREAS, the City Engineer has reviewed the request by the Owners for a WWCP technical amendment and related technical information that would amend the boundary between Basin #3 and Basin #4, which was prepared by Contour Engineering and dated January 2023; and

WHEREAS, Section 1.4.2 of the WWCP requires technical amendments to be adopted by resolution by the City Council; and

WHEREAS, the Public Works Director believes the information provided sufficiently justifies a technical amendment to the WWCP; and

WHEREAS, at City Council's March 2, 2023, Study Session the City Council heard the Jarzynka's requested comprehensive plan technical amendment where staff recommended the request move forward for approval at the next City Council meeting;

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

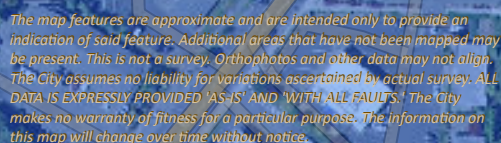
Section 1. Appendix B of the WWCP shall be amended to reflect the revisions to the Wastewater Basin Map as provided in Exhibit A.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of March, 2023.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk





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

Meeting Date: March 27, 2023

SUBJECT: Appointment of Justin Teerlinck and Reappointment of Louise Tieman to the Parks Commission.

SUBMITTED BY: Tiffany Aliment, Assistant City Clerk

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to confirm the appointment of Justin Teerlinck and the reappointment of Louise Tieman to the Parks Commission with terms expiring March 31, 2026.

BACKGROUND INFORMATION: The Mayor interviewed Justin Teerlinck and Louise Tieman and, based on their qualifications, intends to appoint them to the Parks Commission to begin new three-year terms.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None.

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty



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

Meeting Date: March 27, 2023

SUBJECT: Appointment of Lea Basile-Lazarus, Caasi Dickens, and Emily Ko Smith to the Arts Commission.

SUBMITTED BY: Tiffany Aliment, Assistant City Clerk

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to confirm the appointment of Lea Basile-Lazarus, Caasi Dickens, and Emily Ko Smith to the Arts Commission with terms expiring March 31, 2024, March 31, 2026, and March 31, 2026, respectively.

BACKGROUND INFORMATION: The Mayor interviewed Lea Basile-Lazarus, Caasi Dickens, and Emily Ko Smith and, based on their qualifications, intends to appoint them to the Arts Commission. Lea Basile-Lazarus will fill an unexpired term and Caasi Dickens and Emily Ko Smith will begin new three-year terms.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None.

STRATEGIC PLAN PRIORITY: Foster a healthy City organization



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

Meeting Date: March 27, 2023

SUBJECT: Professional Services Contract with David Evans and Associates for Traffic Analysis and Preliminary Design

SUBMITTED BY: Marcos McGraw, Project Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-2647

SUGGESTED MOTION: Approve and authorize the mayor to execute a Professional Services Contract with David Evans and Associates, Inc. (DEA) in an amount not to exceed \$243,000.00.

BACKGROUND INFORMATION: This contract accounts for traffic analysis and feasibility reports at three different locations. These locations consist of the intersection of Borgen Boulevard and Burnham Drive, the Highway 16 westbound on-ramp at Wollochet Drive, and the intersection of Olympic Drive and Point Fosdick Drive. The professional services by DEA will also include sufficient design for the city to apply for grant funding to progress the projects at Highway 16 and Wollochet plus Olympic and Point Fosdick to final design and construction. There are two contingency tasks within this contract related to advancing the work at the SR16/Burnham Drive interchange as justified by the associated feasibility study and a management reserve task, which allows the city to account for any unforeseen issues within the scope of the contract as they might arise.

FISCAL CONSIDERATION: The 2023-24 budget allocated within the Streets Capital fund under objectives 6, 14, and 15 monies for this work.

Expenditure Required: \$243,000.00	Amount Budgeted: \$375,000.00	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract with David Evans and Associates, Inc.

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVIS EVANS AND ASSOCIATES, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in the design of various Transportation Improvement Plan projects 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 Two Hundred Forty-Three Thousand Dollars and No Cents (\$243,000.00) 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, 2024; 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 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.

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:
ATTN: Josh Anderson, P.E.
DEA, Inc.
801 Second Ave, Suite 200
Seattle, WA 98104

City of Gig Harbor
ATTN: Aaron Hulst, 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 this _____
day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR

EXHIBIT A
SCOPE OF SERVICES

Traffic and Design Support for Three TIP Projects

The City of Gig Harbor (City) has requested that David Evans and Associates, Inc. (DEA) staff provide a scope of services (and associated budget) to complete a traffic analysis of three current TIP projects.

Task 1 includes a feasibility study and pre-design of the proposed metering of the roundabout at SR-16 and Burnham Drive.

Task 2 includes a feasibility study and preliminary design of the proposed dedicated right-turn lane at the Pioneer Way/SR-16 westbound on-ramp.

Task 3 includes a traffic analysis and pre-design of the proposed eastbound right-turn lane extension at the intersection of Olympic Drive at Point Fosdick.

ASSUMPTION: City to provide current traffic counts to DEA for each of the four TIP projects analyzed in the four tasks below.

Task 1: Feasibility Study and Pre-design: Metering of Roundabout at SR-16/Burnham Interchange

Background: This project is intended to improve the delay (and associated Level of Service (LOS)) for the westbound approach to the roundabout. The project would install a traffic signal on the west leg of the roundabout (Burnham Drive bridge between the SR 16 ramp terminals) that act as a meter to create gaps in vehicles circulating in the roundabout. The intent is that westbound vehicles would find more gaps in circulating traffic and reduce the approaching delay to allow all approaches to meet operational standards.

Task 1.1: Deterministic Traffic Analysis and Pre-design

DEA staff will utilize already created deterministic (Sidra) models (updated with new traffic count data) to summarize the expected benefits of construction of the meter. The analysis will be conducted for the PM peak hour for the existing conditions and the forecasted 6-year concurrency horizon year.

DEA staff will summarize the inputs, analysis methodology, and results of the sidra analysis (including v/c, delay, LOS, and 95th percentile queue lengths by approach) in a brief technical memorandum that answers the following questions.

- 1) Assuming post-COVID traffic volumes and patterns, is there still a need for this project?
 - a. If the answer is “yes, there still is a problem”, then move to question 2.
 - b. If the answer is “no, there is no longer a problem”, then the project can be removed from the TIP list.
- 2) If there is still a need for an improvement, is metering of the roundabout still the most appropriate solution?
 - a. If the answer is “yes, metering is still the most appropriate solution”, DEA staff will review, provide comments, identify any recommended changes to the 60% design plans, and provide an engineer’s cost estimate.

- b. If the answer is “no, metering is not the most appropriate solution”, then DEA staff will identify a more appropriate solution.

NOTE: The SIDRA analyses will adhere to the WSDOT guidelines for Sidra analysis.

Deliverables:

- One Draft and one Final Feasibility study and Pre-design memorandum with the engineer’s cost estimate.

Task 1.2 Micro-simulation Analysis (CONTINGENCY TASK)

The City Engineer will analyze the results of task 1.1 and determine if a more detailed simulation-based analysis of the impacts of the proposed metering project is necessary. Written authorization from the City (Notice to Proceed) is required for the Consultant to proceed with task 1.2, however, a contract amendment is not required.

DEA staff will contract with a local traffic counting vendor to collect AM and PM peak period traffic counts at four roundabouts and up to eight unsignalized driveways along Borgen Blvd., Burnham Dr., and Canterwood Blvd.

On the same date/time that the traffic counts are being collected, DEA staff will conduct a site visit to observe the following: driver behavior, location and extent of queuing, and travel times along Borgen Blvd. between Harbor Hill Dr. and Sehmel Dr.

DEA Staff will utilize the traffic counts and field data to create and calibrate existing conditions VISSIM models for the AM and PM peak hours. A build model will also be created to identify the impacts to delay, queuing, and travel times with the construction of the proposed meter.

One DEA staff person will attend one virtual meeting with City and WSDOT staff to discuss preliminary results to build confidence in the modeling process.

DEA will utilize the existing conditions Vissim models to create future year models (specific year to be determined through conversations with WSDOT staff. The future year model will again be modified to include the proposed meter to identify the impacts to delay, queuing, and travel times.

DEA staff will summarize the inputs, analysis methodology, calibration, and results of the VISSIM analysis (including delay, LOS, maximum queue length, and travel times) in a technical memorandum.

Deliverables:

- Expansion of the memorandum completed under Task 1.1 to include the inputs, methodology, calibration and results of the VISSIM microsimulation analysis.

Task 2: Feasibility Study and Preliminary Design: Pioneer Way/SR-16 WB on-ramp right-turn lane

Background: This project is intended to relieve congestion on the Pioneer/Wollochet overpass approaching the westbound SR-16 on-ramp.

Task 2.1: Analysis

DEA staff will update the City's deterministic traffic model (Synchro) for this intersection with new count data provided by the city. A PM peak hour analysis will be conducted for the existing conditions and the forecasted 6-year concurrency horizon year to determine the needed length of the slip lane to allow right-turning vehicles to avoid stopped northbound through vehicles. The analysis will also identify if the new right-turn lane needs to be a slip lane, or if a turn-lane through the intersection would suffice. Due to topography, a slip lane would likely be much more expensive to construct.

Both Highway Capacity Manual (HCM) compliant 95th percentile queue lengths from the deterministic analysis model (Synchro) as well as simulated 95th percentile queue lengths from microsimulation model (Sim-Traffic) will be summarized.

DEA staff will summarize the volumes, inputs, and results of the analysis (including v/c, delay, LOS, and HCM compliant and simulated 95th percentile queue lengths) in a brief technical memorandum.

Deliverables:

- One Draft and one Final feasibility study memorandum.

Task 2.2: Topographic Survey

DEA staff will complete a topographic mapping and right-of-way retracement survey of the area shown within the red perimeter on Figure 1.

Topographic mapping will include permanent manmade surface features such as roadways, pavement, curbs, sidewalks, fences, gates, traffic striping, monuments, buildings, traffic signals, signs, lighting, and ground elevation contours at one-foot intervals. Trees larger than 8-inches at breast height will be included. Easily recognizable new plantings within the blue area shown on Figure 1 will be included. The map will show their type, size, and drip line diameter for trees.

DEA will subcontract with an underground utility locating service provider to have the surface detectable underground utilities located through electromagnetic means and painted on the ground. DEA will survey the utility locate paint markings and take measurements to the pipes in the accessible storm drainage and sanitary sewer structures. This survey information along with reference information will be used to depict the underground utilities on the topographic base map.

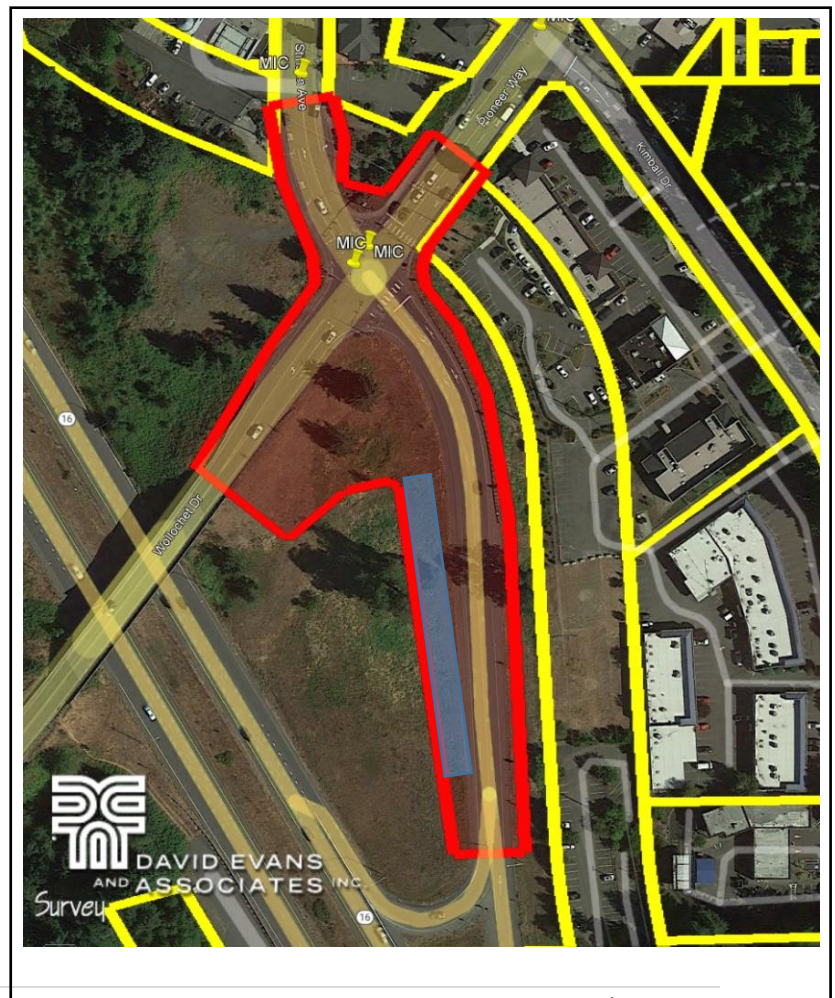


Figure 1 – Survey limits shown outlined in red

Perform research with WSDOT, County, local, and state agencies to recover existing survey and boundary records needed to calculate the parcel boundaries.

Field survey existing boundary and roadway centerline monuments needed to retrace the right-of-way margins.

Calculate the public right-of-way margins surrounding the topographic mapping and show the right-of-way lines on the topographic map.

Horizontal datum will be NAD83/2011, Washington State Plane, South Zone, and the vertical datum will be NAVD88, both based on Washington State Reference Network.

Drafting and Civil 3D standards will be based on DEA's standards. Plotting scale will be 1"=40'.

CLIENT will ensure unrestricted access to the site Monday through Friday from 8am to 4pm for completion of the field survey.

Deliverables:

Topographic mapping survey sealed by a Washington State Licensed Land Surveyor in PDF plot and Civil 3D 2019 electronic formats.

Task 2.3: Conceptual Design

DEA staff will create a concept level design and calculate a planning level cost estimate for both the additional right-turn lane and the right-turn slip lane. Concept layout will be developed based upon the existing conditions survey.

Deliverables:

- Concept layout and planning level estimate for the two alternatives identified above

Task 2.4: 30% Design

Upon selection of preferred alternatives, DEA will provide the following work for the preferred roadway cross section.

1. Prepare 30% design plans for the preferred alignment, including the following sheets:
 - a. Cover, Vicinity Map, Index and Summary of Quantity Sheets (assume 4 sheets)
 - b. Roadway Typical Sections/Details (assumes 2-3 sheets)
 - c. Roadway Plan (assumes 2-3 sheets)
 - d. Drainage (assumes drainage flow control and water quality sizing will occur and layout will be shown on Roadway plans)
 - e. Channelization/Signing plans and Details (assumes up to 4 sheets)
 - f. Illumination design (assumes illumination layout will be shown on the Channelization/Signing plans)
 - g. Signalization sheets (assumes up to 3 sheets)
2. Utility Coordination – Up to two DEA staff will attend up to two meetings with utilities staff expected to last up to 2 hours each.

3. WSDOT Coordination - Up to two DEA staff will attend up to two meetings with WSDOT staff expected to last up to 2 hours each.
4. Prepare a 30% cost estimate inclusive of all estimated design, permitting, construction, environmental, and right of way procurement cost estimates.
5. Submit 30% plans to the City for review and comment.

The Scope of Services is based on the following assumptions:

1. ADA curb ramps will be reconstructed only on the southwest quadrant of the intersection.
2. No modifications to the bridge will occur.
3. Intersection Control Evaluation will be excluded. Discussions between the City and WSDOT will need to occur to determine applicability.
4. Scope and fee for all right of way services is excluded. All work occurs within City or WSDOT right of way.
5. Scope and fee for all Geotechnical services is excluded.
6. It is assumed up to 3 site visits are included for up to 3 staff.
7. Two conceptual layouts will be provided within 60 days after survey complete.
8. The 30% design will be completed within 90 days of selection of preferred layout.
9. The cost estimate will be developed based upon WSDOT Standard Bid items.

Deliverables:

- 30% Design plans
- 30% Cost Estimate

Task 3: Traffic Analysis and Pre-design: Olympic Dr./Pt. Fosdick right-turn lane extension

Background: The storage length of the existing right-turn lane is not adequate to store right-turning vehicles and allow right-turning vehicles to access the right-turn pocket due to eastbound through vehicles blocking access to the turn-lane.

DEA staff will update the City's synchro model for this intersection with new count data provided by the city. A PM peak hour analysis will be conducted for the existing conditions and the forecasted 6-year concurrency horizon year to determine the needed length of the new right-turn lane to allow right-turning vehicles to avoid stopped left turning vehicles. Both Highway Capacity Manual (HCM) compliant 95th percentile queue lengths from Synchro as well as simulated 95th percentile queue lengths from Sim-Traffic will be summarized.

DEA staff will summarize the volumes, inputs, and results of the analysis (including v/c, delay, LOS, and HCM compliant and simulated 95th percentile queue lengths) in a brief technical memorandum.

Deliverables:

- One Draft and one Final Traffic Analysis and Pre-design memorandum.

Task 4: Management Reserve (CONTINGENCY TASK)

As projects progress, additional information is gained. This additional information has the potential to result in the Consultant needing to complete additional tasks that are not currently identified. Upon written authorization from the City (Notice to Proceed) with a defined scope of work, Consultant can utilize the management reserve fund without a contract amendment.

CITY OF GIG HARBOR

EXHIBIT B
FEE FOR SERVICES

Traffic and Design Support for Three TIP Projects

Fee Basis:

The breakdown of the fee for services by staff category is shown on the following page. The table below shows the overall fee per task. The fee will be billed based on a time and materials basis with an overall Not-to-Exceed project maximum. Initial Notice-To-Proceed (NTP) on the contract will authorize tasks 1.1, 2, and 3 for a not to exceed total of \$188,000. A separate NTP would be required for authorization of contingency task 1.2 (at City's sole discretion) with a not to exceed contingency fee of \$55,000. A separate NTP would be required for authorization of contingency task 4 (at City's sole discretion) with a not to exceed contingency fee of \$10,000.

Task	Total Fee
Task 1.1	\$11,000
Task 1.2 (CONTINGENCY)	\$55,000
Task 2	\$159,000
Task 3	\$8,000
Task 4 (CONTINGENCY)	\$10,000

Total fee with contingency = \$243,000

Exhibit B: Detailed Fee Estimate
Traffic and Design Support for Three TIP Projects

Last Edited 3/10/2023

		David Evans and Associates, Inc.																TOTAL	TOTAL	TOTAL	TOTAL
ITEM	EMPLOYEE CLASSIFICATIONS	PM IV	QA/QC	Engineer V	Engineer IV	Engineer V	Engineer IV	Designer III	Designer I	Engineer III	Eng. Designer I	Survey Mangager	Project Surveyor II	Survey Analyst II	Survey Tech 5	2 Person Survey Crew	Admin & Accounting	TASK	TASK	TASK	TASK
No.		Josh Anderson	Bryon Agan	Gordon Nelson	Sarah Hansen	Signal/Illumination	Kolton Emery	Orion Ahrensfield	Kirby Neale	Dian Mao	Kat Holtan	Sean Douthett	Various	Various	Various	Various	Various	HOURS	LABOR	EXPENSES	AMOUNT
1.0	Feasibility Study and Pre-design: Metering of Roundabout at SR-16/Burnham Interchange (Deteriministic Sidra Analysis)																				
	Task 1.1 Subtotal	10	2	4			15	6		8	11						8	64	\$11,000	\$0	\$11,000
2.0	Feasibility Study and Preliminary Design: Pioneer Way/SR-16 WB on-ramp right-turn lane																				
	2.1 Analysis	10	2							7	19						2	40	\$6,510	\$0	\$6,510
	2.2 Topographic Survey	2					8					12	28	22	24	42	6	144	\$27,010	\$940	\$27,950
	2.3 Conceptual Layout	13	8	8	22		30	30	60								8	179	\$30,160	\$0	\$30,160
	2.4 30% design of selected alternative	10	36	24	60	48	66	80	210								20	554	\$94,080	\$300	\$94,380
	Task 2.0 Subtotal	35	46	32	82	48	104	110	270	7	19	12	28	22	24	42	36	917	\$157,760	\$1,240	\$159,000
3.0	Traffic Analysis and Pre-design: Olympic Dr./Pt. Fosdick right-turn lane extension																				
	Task 4.0 Subtotal	13	1							11	17						8	50	\$8,000	\$0	\$8,000
	TOTAL HOURS	58	49	36	82	48	119	116	270	26	47	12	28	22	24	42	52	1031			
	BILLOUT HOURLY RATE	\$230.00	\$260.00	\$220.00	\$180.00	\$230.00	\$175.00	\$190.00	\$125.00	\$155.00	\$125.00	\$240.00	\$180.00	\$160.00	\$140.00	\$230.00	\$115.00				
	ESTIMATED FEE	\$13,340.00	\$12,740.00	\$7,920.00	\$14,760.00	\$11,040.00	\$20,825.00	\$22,040.00	\$33,750.00	\$4,030.00	\$5,875.00	\$2,880.00	\$5,040.00	\$3,520.00	\$3,360.00	\$9,660.00	\$5,980.00		\$176,760	\$1,240	\$178,000
	PERCENT OF TOTAL FEE	7%	7%	4%	8%	6%	12%	12%	19%	2%	3%	2%	3%	2%	2%	5%	3%			1%	

Cont. 1.2	Feasibility Study and Pre-design: Metering of Roundabout at SR-16/Burnham Interchange (Microsimulation VISSIM Analysis)																				
	Contingency Task 1.2 Subtotal	66	14							152	87						10	329	\$54,405	\$595	\$55,000
Cont. 4.0	Management Reserve																				
	Contingency Task 4.0 Subtotal	8	8				18	0		8	8						6	56	\$10,000	\$0	\$10,000
	TOTAL HOURS	74	22	0	0	0	18	0	0	160	95	0	0	0	0	0	16	385			
	BILLOUT HOURLY RATE	\$230.00	\$260.00	\$220.00	\$180.00	\$230.00	\$175.00	\$190.00	\$125.00	\$155.00	\$125.00	\$240.00	\$180.00	\$160.00	\$140.00	\$230.00	\$115.00				
	ESTIMATED FEE	\$17,020.00	\$5,720.00	\$0.00	\$0.00	\$0.00	\$3,150.00	\$0.00	\$0.00	\$24,800.00	\$11,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,840.00		\$64,405	\$595	\$65,000
	PERCENT OF TOTAL FEE	26%	9%	0%	0%	0%	5%	0%	0%	38%	18%	0%	0%	0%	0%	0%	3%			1%	

Total Fee WITH contingency: \$243,000



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

Meeting Date: March 27, 2023

SUBJECT: Professional Services Contract with Richard Sample Engineering for Arc Flash Assessment at the Wastewater Plant and Collection System Lift Stations.

SUBMITTED BY: Chuck Roy, Public Works Superintendent

DEPARTMENT: Public Works/Wastewater

PHONE: 253-851-8999

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with Richard Sample Engineering in an amount not to exceed \$45,595.00.

BACKGROUND INFORMATION: The ARC Flash Analysis is an L&I requirement that uses NFPA 70 as guidance for implementation. When using high voltage power, the potential for electrical shock and explosion is high and deadly. The analysis identifies each electrical hazard and gives it a rating as to the severity of the risk. With each increase in risk level, additional PPE is required as well as workspace requirements surrounding the device to protect non-shielded workers and observers. The WWTP and lift stations have dozens of such devices and all need to be given a label so the maintenance personnel are aware of the hazard and the risk associated with accessing such devices and appropriate PPE to be used. The analysis is required to be performed by a professional licensed engineer.

Richard Sample Engineering was chosen for this analysis because Richard was the electrical engineer who designed the wastewater treatment plant upgrade in 2008. Not only is Richard is very familiar with the electrical system, but he already has most of the information he needs to perform the analysis at the treatment plant. He has recently completed an ARC Flash Analysis on one of the City's newest lift stations (LS6A), which was part of the costs of the project.

FISCAL CONSIDERATION: This expenditure is included in the 2023-24 Wastewater Operating Professional Services budget.

The breakdown of the individual proposals is listed below:

Facility	Proposal
WWTP	\$29,645.00
Lift Station 3A	\$7,625.00
Lift Station 4B	\$8,325.00
TOTAL	\$45,595.00

Expenditure Required: \$45,595.00	Amount Budgeted: \$50,000.00	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract, Exhibits A – Scope of Work, Exhibits B – Schedule of Rates.

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
RICHARD SAMPLE ENGINEERING**

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

RECITALS

WHEREAS, the City is presently engaged in Arc Flash Analysis at the Wastewater Treatment Plant, Lift Station 3A and Lift Station 4B 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 a fixed fee, not to exceed Forty-Five Thousand, Five Hundred Ninety-Five and zero cents (\$45,595.00) 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 December 31, 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 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: Richard Sample
Richard Sample Engineering
1197 Magnolia Ave.
Redding, CA 96001
530-242-1134

City of Gig Harbor
ATTN: Chuck Roy, Superintendent
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 this _____ day of _____, 20____.

CONSULTANT

DocuSigned by:
By: Richard Sample
Its: Richard Sample, P.E.

CITY OF GIG HARBOR

By: _____
Tracie Markley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Daniel Kenny
City Attorney

EXHIBIT A - WWTP

**Richard Sample Engineering**

1197 Magnolia Ave. Redding, CA 96001 530-242-1134 E-mail:Richard@rseintegrity.com

February 20, 2023

Mr. Charles Roy
City of Gig Harbor**SUBJECT: ELECTRICAL ENGINEERING PROPOSAL FOR GIG HARBOR WASTEWATER TREATMENT PLANT ARC FLASH HAZARD EVALUATION SERVICES**

Dear Chuck,

I am submitting this letter of proposal for my services on the above subject project.

Objective

To provide electrical engineering services required for an Arc Flash Hazard Evaluation of electrical equipment associated with the City's wastewater treatment plant. The services are to be based on the following scope of work:

1. Data acquisition – Perform onsite field investigation and existing document review as required to document actual electrical equipment ratings, sizing, quantities, lengths, enclosure dimensions and configuration data as required by the analysis software.
2. Contact the power utility service company to determine up-to-date available fault current at the service transformer secondary terminals.
3. Using short-circuit and arc flash analysis software manufactured by SKM Systems Analysis Company, model power system One-Line Diagram for the WWTP. System modeling will be based on inputting data for utility service available fault current, cable sizes, types and lengths, motor data, motor controller type and rating, breaker and fuse size, types and trip settings, transformer ratings, switchgear and panelboard ratings and loadings.
4. Using SKM analysis software calculate three-phase bolted fault current, arcing fault current, incident energy, arc-flash protection boundary and working distance for all power service, distribution, MCC or packaged control panel equipment located in the facility.
5. Using SKM analysis software develop a spreadsheet with tabulated data for the facility. The document is used to identify worst case incident energy calculated for all power service and distribution equipment, MCC equipment and selected packaged control equipment configured within the facility.
6. Using SKM analysis software develop custom arc flash warning labels unique for each piece of equipment with site specific data including: voltage, arc flash boundary, available incident energy and corresponding working distance, minimum arc rating of clothing, and equipment name (where the specific label is applied).
7. Provide Arc Flash Hazard Analysis Report as an electronic PDF file and as two physically bound documents.
8. Meet with WWTP operational personnel to go over the report, associated One-line diagram and tabulated spreadsheet documents.
9. Visit WWTP to install warning labels.

Services

1. Organize and review asbuilt electrical drawings, Conduit & Cable Schedule and selected O&M manual data sheets, accessed from RSE files, to be used in electronic and paper copy during onsite inspection.
2. Contact WWTP staff to determine whether any significant electrical power distribution modifications have been made since the original plant construction. Documentation may be requested by RSE as needed.

3. Perform onsite services at WWTP consisting of opening power equipment enclosures to document breaker and fuse disconnect make, ratings, and trip settings, transformer model and ratings, switchgear ratings, panelboard ratings, and record service feeder and distribution cable sizes. Opening equipment while energized, where required to keep systems operating, will be performed while wearing proper Personal Protection Equipment (PPE). Actual equipment labeling text will be documented for use in the development of arc flash labels.
4. Develop documentation regarding the WWTP utility meter / service transformer data, acquired during field inspection, to be submitted to the power utility company for the purpose of acquiring the available fault current at the facility.
5. Enter data associated with the WWTP into analysis software.
6. Model a WWTP power One-line diagram using analysis software.
7. Develop unique labels for all WWTP power, MCC and selected packaged control equipment being analyzed by the software.
8. Develop diagrams and tabulated schedules in PDF format to be used as attachments to the reports for the WWTP.
9. Produce final labels to be applied on power and control equipment at the WWTP.
10. Develop text to be included in the report for the WWTP.
11. Meet with WWTP operational staff to review and discuss the WWTP report One-line diagram and tabulated schedules. The discussion will include subject matter from NFPA 70E and the use of PPE.
12. Perform onsite label application on equipment located at the WWTP.

I will perform the services listed above for a lump sum payment of \$29,645.

I will bill my services by monthly billing invoices based on the percentage of work performed during each given month.

Richard Sample Engineering will maintain the following minimum insurance limits:

1. Errors and Omissions Liability - \$2,000,000
2. Comprehensive General Liability - \$2,000,000
3. Automotive Liability - \$2,000,000

Thank you for the opportunity to assist you on this project. Please contact me if you have any comments or questions regarding this proposal.

Sincerely,

DocuSigned by:

Richard Sample

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Richard A. Sample, P.E.

APPROVED:

DocuSigned by:

Chuck Roy

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City of Gig Harbor

Attachment:

Electrical Engineering fee proposal data sheet

EXHIBIT B - WWTP

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET***Richard Sample Engineering***

PROJECT: WWTP ARC FLASH STUDY

DATE: 2/20/23

OWNER: CITY OF GIG HARBOR

JOB NO: 23xx

ESTIMATE BY: RICHARD SAMPLE, P.E.

OWNER: CITY OF GIG HARBOR ESTIMATE BY: RICHARD SAMPLE, P.E.		BILLING RATE				JOB NO: 23xx		
		\$175						
NO	DESCRIPTION OF PHASE SERVICES	Elec hours		I&C hours		COST IN \$		
		ENGR	DRAFT	ENGR	DRAFT	Elec	I&C	TOTAL
	WWTP Services							
1	Document acquisition and review	12				2,100	-	2,100
2	Coordination with Owner	6				1,050	-	1,050
3	Site visit investigaton and data acquisition	24				4,200	-	4,200
4	Utility Coordination - Avail Fault Current	6				1,050	-	1,050
5	Software - data entry	24				4,200	-	4,200
6	Software - Oneline development	24				4,200	-	4,200
7	Software - Label development	8				1,400	-	1,400
8	Software - Report documentation development	16				2,800	-	2,800
9	Label production	8				1,400	-	1,400
10	Report document text development	8				1,400	-	1,400
11	Meeting with WWTP operational staff	8				1,400	-	1,400
12	Onsite label application	16				2,800	-	2,800
	<u>Reimbursibles - Two trips</u>							
	Mileage: 1200 miles at \$.56/mile x 2					670		670
	Lodging: (2) night at \$150/night x 2					600		600
	Per Diem: (3) day at \$54/day x 2					275		275
	Label production - Printing charges					100		100
	TOTALS	160	-	-	-	29,645	-	29,645

EXHIBIT A - LS3A

**Richard Sample Engineering**

1197 Magnolia Ave. Redding, CA 96001 530-242-1134 E-mail:Richard@rseintegrity.com

February 20, 2023

Mr. Charles Roy
City of Gig Harbor**SUBJECT: ELECTRICAL ENGINEERING PROPOSAL FOR GIG HARBOR WASTEWATER LIFT STATION NO. 3 ARC FLASH HAZARD EVALUATION SERVICES**

Dear Chuck,

I am submitting this letter of proposal for my services on the above subject project.

Objective

To provide electrical engineering services required for an Arc Flash Hazard Evaluation of electrical equipment associated with the City's wastewater Lift Station No. 3. The services are to be based on the following scope of work:

1. Data acquisition – Perform onsite field investigation and existing document review as required to document actual electrical equipment ratings, sizing, quantities, lengths, enclosure dimensions and configuration data as required by the analysis software.
2. Using short-circuit and arc flash analysis software manufactured by SKM Systems Analysis Company, model power system One-Line Diagram for the Lift Station. System modeling will be based on inputting data for utility service available fault current, cable sizes, types and lengths, motor data, motor controller type and rating, breaker and fuse size, types and trip settings, transformer ratings, panelboard ratings and loadings.
3. Using SKM analysis software calculate three-phase bolted fault current, arcing fault current, incident energy, arc-flash protection boundary and working distance for all power service, distribution, MCC or packaged control panel equipment located in the Lift Station.
4. Using SKM analysis software develop a spreadsheet with tabulated data for the station. The document is used to identify worst case incident energy calculated for all power service and distribution equipment, MCC equipment and selected packaged control equipment configured within the station.
5. Using SKM analysis software develop custom arc flash warning labels unique for each piece of equipment with site specific data including: voltage, arc flash boundary, available incident energy and corresponding working distance, minimum arc rating of clothing, and equipment name (where the specific label is applied).
6. Provide Arc Flash Hazard Analysis Report as an electronic PDF file and as two physically bound documents.
7. Meet with WWPS operational personnel to go over the report, associated One-line diagram and tabulated spreadsheet documents.
8. Visit Lift Station No. 3 to install warning labels.

Services

1. Contact WWPS operational personnel to acquire original Lift Station electrical drawings and O&M manual material associated with the original construction of the Lift Station and any significant upgrades to the Lift Station.
2. Organize and review electrical drawings, Conduit & Cable Schedule and selected O&M manual data sheets to be used in electronic and paper copy during onsite inspection.
3. Perform onsite services at Lift Station No. 3 consisting of opening power equipment enclosures to document breaker and fuse disconnect make, ratings, and trip settings, transformer model and ratings, panelboard ratings, and record service feeder and distribution cable sizes. Opening equipment while energized, where required to keep systems operating, will be performed while

wearing proper Personal Protection Equipment (PPE). Actual equipment labeling text will be documented for use in the development of arc flash labels.

4. Enter data associated with the Lift Station into analysis software.
5. Model a Lift Station power One-line diagram using analysis software.
6. Develop unique labels for all station power, MCC and packaged control equipment being analyzed by the software.
7. Develop diagrams and tabulated schedules in PDF format to be used as attachments to the reports for the Lift Station.
8. Produce final labels to be applied on power and control equipment at the Lift Station.
9. Develop text to be included in the report for the Lift Station.
10. Meet with WWPS operational staff to review and discuss the Lift Station report One-line diagram and tabulated schedules. The discussion will include subject matter from NFPA 70E and the use of PPE.
11. Perform onsite label application on equipment located at the Lift Station.

I will perform the services listed above for a lump sum payment of \$7,625.

I will bill my services by monthly billing invoices based on the percentage of work performed during each given month.

Richard Sample Engineering will maintain the following minimum insurance limits:

1. Errors and Omissions Liability - \$2,000,000
2. Comprehensive General Liability - \$2,000,000
3. Automotive Liability - \$2,000,000

Thank you for the opportunity to assist you on this project. Please contact me if you have any comments or questions regarding this proposal.

Sincerely,

DocuSigned by:

Richard Sample

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Richard A. Sample, P.E.

APPROVED:

DocuSigned by:

Chuck Roy

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City of Gig Harbor

Attachment:

Electrical Engineering fee proposal data sheet

EXHIBIT B - LS3A

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET***Richard Sample Engineering***

PROJECT: LIFT STATION NO. 3 ARC FLASH STUDY

DATE: 2/20/23

OWNER: CITY OF GIG HARBOR

JOB NO: 23xx

ESTIMATE BY: RICHARD SAMPLE, P.E.

NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE				COST IN \$		
		Elec hours		I&C hours		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
	Lift Station No. 3 Services							
1	Coordination with Owner for document acquisition	2				350	-	350
2	Document organization and review	4				700	-	700
3	Site visit investigation and data acquisition	3				525	-	525
4	Software - data entry	6				1,050	-	1,050
5	Software - Online development	8				1,400	-	1,400
6	Software - Label development	4				700	-	700
7	Software - Report documentation development	6				1,050	-	1,050
8	Label production	2				350	-	350
9	Report document text development	4				700	-	700
10	Meeting with WWPS operational staff	2				350	-	350
11	Onsite label application	2				350	-	350
	<u>Reimbursibles</u>							
	Label production - Printing charges					100		100
	TOTALS	43	-	-	-	7,625	-	7,625

EXHIBIT A - LS4B

**Richard Sample Engineering**

1197 Magnolia Ave. Redding, CA 96001 530-242-1134 E-mail:Richard@rseintegrity.com

February 20, 2023

Mr. Charles Roy
City of Gig Harbor**SUBJECT: ELECTRICAL ENGINEERING PROPOSAL FOR GIG HARBOR WASTEWATER LIFT STATION NO. 4 ARC FLASH HAZARD EVALUATION SERVICES**

Dear Chuck,

I am submitting this letter of proposal for my services on the above subject project.

Objective

To provide electrical engineering services required for an Arc Flash Hazard Evaluation of electrical equipment associated with the City's wastewater Lift Station No. 4. The services are to be based on the following scope of work:

1. Data acquisition – Perform onsite field investigation and existing document review as required to document actual electrical equipment ratings, sizing, quantities, lengths, enclosure dimensions and configuration data as required by the analysis software.
2. Contact the power utility service company to determine up-to-date available fault current at the service transformer secondary terminals.
3. Using short-circuit and arc flash analysis software manufactured by SKM Systems Analysis Company, model power system One-Line Diagram for the Lift Station. System modeling will be based on inputting data for utility service available fault current, cable sizes, types and lengths, motor data, motor controller type and rating, breaker and fuse size, types and trip settings, transformer ratings, switchgear and panelboard ratings and loadings.
4. Using SKM analysis software calculate three-phase bolted fault current, arcing fault current, incident energy, arc-flash protection boundary and working distance for all power service, distribution, MCC or packaged control panel equipment located in the Lift Station.
5. Using SKM analysis software develop a spreadsheet with tabulated data for the station. The document is used to identify worst case incident energy calculated for all power service and distribution equipment, MCC equipment and selected packaged control equipment configured within the station.
6. Using SKM analysis software develop custom arc flash warning labels unique for each piece of equipment with site specific data including: voltage, arc flash boundary, available incident energy and corresponding working distance, minimum arc rating of clothing, and equipment name (where the specific label is applied).
7. Provide Arc Flash Hazard Analysis Report as an electronic PDF file and as two physically bound documents.
8. Meet with WWPS operational personnel to go over the report, associated One-line diagram and tabulated spreadsheet documents.
9. Visit Lift Station No. 4 to install warning labels.

Services

1. Organize and review asbuilt electrical drawings, Conduit & Cable Schedule and selected O&M manual data sheets, accessed from RSE files, to be used in electronic and paper copy during onsite inspection.
2. Perform onsite services at Lift Station No. 4 consisting of opening power equipment enclosures to document breaker and fuse disconnect make, ratings, and trip settings, transformer model and ratings, panelboard ratings, and record service feeder and distribution cable sizes. Opening equipment while energized, where required to keep systems operating, will be performed while

wearing proper Personal Protection Equipment (PPE). Actual equipment labeling text will be documented for use in the development of arc flash labels.

3. Develop documentation regarding the Lift Station utility meter / service transformer data, acquired during field inspection, to be submitted to the power utility company for the purpose of acquiring the available fault current at the Lift Station.
4. Enter data associated with the Lift Station into analysis software.
5. Model a Lift Station power One-line diagram using analysis software.
6. Develop unique labels for all station power, MCC and packaged control equipment being analyzed by the software.
7. Develop diagrams and tabulated schedules in PDF format to be used as attachments to the reports for the Lift Station.
8. Produce final labels to be applied on power and control equipment at the Lift Station.
9. Develop text to be included in the report for the Lift Station.
10. Meet with WWPS operational staff to review and discuss the Lift Station report One-line diagram and tabulated schedules. The discussion will include subject matter from NFPA 70E and the use of PPE.
11. Perform onsite label application on equipment located at the Lift Station.

I will perform the services listed above for a lump sum payment of \$8,325.

I will bill my services by monthly billing invoices based on the percentage of work performed during each given month.

Richard Sample Engineering will maintain the following minimum insurance limits:

1. Errors and Omissions Liability - \$2,000,000
2. Comprehensive General Liability - \$2,000,000
3. Automotive Liability - \$2,000,000

Thank you for the opportunity to assist you on this project. Please contact me if you have any comments or questions regarding this proposal.

Sincerely,

DocuSigned by:



3683E5A97328435...

Richard A. Sample, P.E.

APPROVED:

DocuSigned by:



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City of Gig Harbor

Attachment:

Electrical Engineering fee proposal data sheet

EXHIBIT B - LS4B

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET***Richard Sample Engineering***

PROJECT: LIFT STATION NO. 4 ARC FLASH STUDY

DATE: 2/20/23

OWNER: CITY OF GIG HARBOR

JOB NO: 23xx

ESTIMATE BY: RICHARD SAMPLE, P.E.

		BILLING RATE						
		\$175						
NO	DESCRIPTION OF PHASE SERVICES	Elec hours		I&C hours		COST IN \$		
		ENGR	DRAFT	ENGR	DRAFT	Elec	I&C	TOTAL
	Lift Station No. 4 Services							
1	Document organization and review	4				700	-	700
2	Site visit investigation and data acquisition	4				700	-	700
3	Utility coordination document developmt & submittal	6				1,050	-	1,050
4	Software - data entry	4				700	-	700
5	Software - Oneline development	6				1,050	-	1,050
6	Software - Label development	4				700	-	700
7	Software - Report documentation development	6				1,050	-	1,050
8	Label production	3				525	-	525
9	Report document text development	6				1,050	-	1,050
10	Meeting with WWTP operational staff	2				350	-	350
11	Onsite label application	2				350	-	350
	<u>Reimbursibles</u>							
	Label production - Printing charges					100		100
	TOTALS	47	-	-	-	8,325	-	8,325



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

Meeting Date: March 27, 2023

SUBJECT: Gig Harbor BoatShop Lease Agreement – Amendment #4

SUBMITTED BY: Jennifer Haro, Parks Manager

DEPARTMENT: Public Works

PHONE: 253-853-8253

SUGGESTED MOTION: Move to authorize the mayor to execute the fourth amendment to the lease agreement with the Gig Harbor BoatShop.

BACKGROUND INFORMATION: The Gig Harbor BoatShop hosts fundraising and community events as part of their mission as a nonprofit and desires to serve alcohol at some of these events in accordance with State law and permitting requirements at the Eddon Boatyard Building and the Boatyard House. However, Gig Harbor Municipal Code 5.28.105 (as amended by Ordinance 1508 in February of this year) prohibits consumption of alcohol on public property unless a city lease allows consumption of alcohol as part of the lease.

The proposed lease amendment allows alcohol consumption at events in the two buildings leased by Gig Harbor BoatShop. At the January 26 study session, council directed staff to prepare lease amendments in accordance with the provisions of Ordinance 1508.

Council discussed additional lease amendments requested by the BoatShop at the March 2 study session. Due to planned events, the alcohol provision is coming forward by itself at this time. The other requested lease changes will be considered at a future meeting.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Fourth amendment to the lease agreement with the Gig Harbor BoatShop

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

**FOURTH AMENDMENT
TO
LEASE AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND
GIG HARBOR BOATSHOP**

THIS FOURTH AMENDMENT to the Lease Agreement between the City of Gig Harbor and the Gig Harbor BoatShop entered into on August 21, 2007 is made and entered into as of the date signed below by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the “City”), and the GIG HARBOR BOATSHOP, a Washington nonprofit corporation (“GHB”), collectively referred to as the “parties.”

RECITALS

WHEREAS, the City currently leases to GHB the property located at 3805 Harborview Drive, Gig Harbor, Washington, which includes the building commonly known as the Eddon Boatyard Building. This lease is memorialized in the Lease Agreement dated August 21, 2007 (the “Lease Agreement”).

WHEREAS, the City and GHB amended the Lease Agreement on December 14, 2010 to include the pier, ramp and float as the leased area of the Lease Agreement, with certain conditions for use of the pier, ramp and float; and

WHEREAS, the term of the Lease Agreement was amended by the Second Amendment to Lease dated February 25, 2014 to extend the termination date to June 30, 2030; and

WHEREAS, the Third Amendment to the Lease Agreement amended it to include the Eddon Boatyard House for public use and Gig Harbor BoatShop programming, all managed by GHB, on August 26, 2016; and

WHEREAS, the Lease Agreement together with the First, Second and Third Amendments shall be called the “GHB Lease:” and

WHEREAS, GHB hosts fundraising and community events as part of their mission as a nonprofit and desires to serve alcohol at some of these events in accordance with State law and permitting requirements at the Eddon Boatyard Building and the Boatyard House; and

WHEREAS, GHB rents out the Boatyard House for private events in accordance with a Memorandum of Understanding dated August 24, 2022, and desires that renters be able to have events that serve alcohol in accordance with State law and permitting requirements; and

WHEREAS, Gig Harbor Municipal Code 5.28.105 states that “*Consumption of alcohol is illegal on public property. No special event shall allow the sale or consumption of alcoholic beverages. The only exceptions to this rule is where the city leases a structure to a*

tenant. In those instances, their approved lease may allow consumption of alcoholic beverages for approved events within the leased structure...; and

WHEREAS, GHB's current lease does not mention consumption of alcoholic beverages for approved events in accordance with Gig Harbor Municipal Code 5.28.105; and

WHEREAS, the City Parks Board was unanimously in favor of allowing alcohol at events at leased buildings in Parks at their December 7, 2022 meeting; and

WHEREAS, the City Council passed ordinance 1508 amending GHMC 9.24 relating to alcohol in parks and park operating hours on February 27, 2023, which allows alcohol in parks building if permitted by a lease, which went into effect March 27, 2023.

NOW, THEREFORE, in consideration of the mutual promises below, the parties hereby amend the GHB Lease as follows:

AMENDMENTS

A new Subsection D.iii shall be added to Section 5 as follows:

- iii. Events at the Boatyard House and the Gig Harbor BoatShop may serve alcohol provided that they obtain all required permits from the Washington Liquor and Cannabis Board and comply with the terms of the permits and all applicable local and state laws. Alcohol consumption is limited to the main floor of the BoatShop for fundraising events and other events that promote the mission of the BoatShop and which are allowed uses in the lease. Alcohol may be served and consumed at events on the lower floor and adjacent deck, as described in Section 5.D.ii of the Third Amendment, of the BoatShop House with proper permitting from the Washington Liquor and Cannabis Board. Alcohol may not be consumed outdoors in the remaining portion of the outdoor lease area or in the park area. A violation of this subsection will result in a written warning from the City. Further violations may result in penalties, up to possible termination of the lease.

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

IN WITNESS WHEREOF, the parties have executed this Amendment effective this _____ day of _____, 2023.

CITY OF GIG HARBOR

GIG HARBOR BOATSHOP

By: _____
Mayor Tracie Markley

By: _____
Guy Hoppen, President

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he she signed this
instrument, on oath stated that he she was authorized to execute the instrument and
acknowledged it as the _____ (officer) of the Board of Directors of Gig
Harbor Boatshop to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Printed name: _____
NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Tracie Markley is the person
who appeared before me, and said person acknowledged that she signed this instrument, on
oath stated that she was authorized to execute the instrument and acknowledged it as the
Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses
and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Printed name: _____
NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires: _____.

Fourth Amendment to Lease



City of Gig Harbor City Council Meeting Agenda Bill

Meeting Date: March 27, 2023

SUBJECT: Public Works Construction Contract Award for Public Works Operations Center Building

SUBMITTED BY: Dean Zavack, PE, Project Manager

DEPARTMENT: Public Works / Engineering Division

PHONE: 253-853-7637

SUGGESTED MOTION: Approve and authorize the Mayor to:

1. Execute the Construction Contract with Pease & Sons, Inc. in the amount of \$3,717,006.21;
 2. Execute the Construction Support Services Contract with Lawhead Architects in the amount of \$ 221,218.65.
 3. Execute the Materials Testing Services Contract with Construction Testing Laboratories in the amount of \$ 19,104.00; and
 4. Authorize City Engineer Change Order Authority in an amount not to exceed \$200,000.00.
-

BACKGROUND INFORMATION: On November 9, 2021, Council Study Session staff received direction from City Council to proceed with final design, bidding, and construction of the Public Works Operations Center building. City Council approved the professional services contract with Lawhead Architects to provide final design and permitting and assistance with bidding.

The project was bid competitively using the City's Public Works bidding process bid initially in July 2022. However, we only received one bid and that was rejected under Resolution 1257 on August 8, 2022, due to excess cost over available budget. The project was again competitively bid using the City's Public Works Bidding process beginning in February 2023. The City opened bids on March 9, 2023 and there were five bids received. The lowest responsive, responsible bidder was deemed to be Pease & Sons in an amount of \$3,717,006.21. The construction cost estimate was \$3,592,857.79. Below is a bid summary of the five bids received by the City on March 9.

Bid Summary

BIDDER	TOTAL BID AMOUNT
1. Pease & Sons, Inc.	\$ 3,717,006.21
2. Berschauer	\$ 3,937,128.19
3. Kassel	\$4,000,576.00
4. Clark Construction	\$4,254,080.00
5. Jody Miller	Non-Responsive Bid

FISCAL CONSIDERATION: The project is included in the 2023-24 Budget and is funded as shown in the table below:

2023-24 Budget Project Funding:	
Parks Capital	\$1,050,000.00
Streets Capital	\$1,050,000.00
Water Capital	\$1,680,000.00
Storm Capital	\$420,000.00
Total Project Funding (includes \$300,000 for Building Equipment/Furnishings and \$3,900,000 for total construction budget)	\$4,200,000.00
Project Expenses:	
Public Works Op Center Bldg. Construction (Contract with Pease and Sons Construction)	(\$3,717,006.21)
Construction Support Services – (Contract with Lawhead Architects)	(\$221,218.65)
Construction Materials Testing and Inspection (Contract with CTL)	(\$19,104.00)
City Engineer Change Order Authority (5% of construction contract)	(\$200,000.00)
<i>Purchase of Equipment and Furnishings*</i>	<i>(\$300,000.00)</i>
Total Construction Project Expenses:	(\$4,457,328.86)

* This expense is an anticipated future purchase in 2024 as the building construction is being completed. Sufficient funds exist in the ending fund balance of the four funds identified above to cover the additional requested expenditure.

Expenditure Required: \$4,157,328.86	Amount Budgeted for Construction (2023-2024): \$3,900,000.00	Appropriation Required: \$0
---	--	--------------------------------

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Public Works Contract
2. Bid tabulation
3. Professional Services Contract Amendment #3 with Lawhead Architects
4. Professional Services Contract with Construction Testing Laboratories

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

PUBLIC WORKS CONTRACT

CONSTRUCTION OF PUBLIC WORKS OPERATION CENTER PHASE II

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 Pease & Sons, Inc., organized under the laws of the State of Washington, located and doing business at, 10601 Waller Road East, Tacoma, WA 98448 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 Public Works Operations Center Phase II 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 "Public Works Operations Center Phase II, CSP-2004," 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 Seven Hundred Seventeen Thousand Six Dollars and Twenty-One Cents, (\$3,717,006.21), 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 Specification 01 12 16 paragraph 1.2(A).
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 Specification 01 12 16 paragraph 1.5.
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:

Tracie Markley, Mayor
City of Gig Harbor

Date: _____

(Signature of Official)

(Print Name)

(Title)

(Email Address)

Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

Exhibit C

CITY OF GIG HARBOR

PROJECT NAME: Public Works Operations Center Phase II

BID OPENING: 2:00 PM March 9, 2023

ADDENDA: Addendum #1 2/24/2023, Addendum #2 3/3/2023 , Addendum #3 3/6/2023, Addendum #4 3/8/2023

														NONRESPONSIVE	NONRESPONSIVE
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Pease and Sons Unit Prices	Pease and Sons Totals	Berschauer Unit Prices	Berschauer Totals	Kassel Unit Prices	Kassel Totals	Clark Const Unit Prices	Clark Const Totals	Jody Miller Unit Prices	Jody Miller Totals
BASE BID - SITE WORK, UTILITIES, AND PAVING															
A	Site Work, Utilities and Paving	LS	1	\$407,475.00	\$407,475.00	\$839,461.00	\$839,461.00	\$320,403.00	\$320,403.00	\$315,797.00	\$315,797.00	\$550,000.00	\$550,000.00	\$585,576.00	\$585,576.00
	SUBTOTAL				\$407,475.00		\$839,461.00		\$320,403.00		\$315,797.00		\$550,000.00		\$585,576.00
BASE BID- OPERATIONS BUILDING CONSTRUCTION															
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
B	Operations Building Construction	LS	1	\$2,794,784.00	\$2,794,784.00	\$2,476,905.00	\$2,476,905.00	\$3,198,281.00	\$3,198,281.00	\$3,261,203.00	\$3,261,203.00	\$3,260,000.00	\$3,260,000.00	\$2,823,603.00	\$2,823,603.00
	SUBTOTAL				\$2,794,784.00		\$2,476,905.00		\$3,198,281.00		\$3,261,203.00		\$3,260,000.00		\$2,823,603.00
BASE BID- FORCE ACCOUNT															
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
C	Force Account	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
	SUBTOTAL				\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00		\$100,000.00
						SUBTOTAL	\$3,416,366.00	SUBTOTAL	\$3,618,684.00	SUBTOTAL	\$3,677,000.00	SUBTOTAL	\$3,910,000.00	SUBTOTAL	\$3,509,179.00
BASE BID- STATE SALES TAX @ 3.8%															
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals	Unit Prices	Totals
F	STATE SALES TAX @ 3.8%	LS	1		\$290,599.00		\$300,640.21		\$318,444.19		\$323,576.00		\$344,080.00		\$308,807.75
	SUBTOTAL				\$290,599.00		\$300,640.21		\$318,444.19		\$323,576.00		\$344,080.00		\$308,807.75
						TOTAL	\$3,592,858.00	TOTAL	\$3,717,006.21	TOTAL	\$3,937,128.19	TOTAL	\$4,000,576.00	TOTAL	\$3,817,986.75

Issued for Publication:
Date:

[Signature]
3/13/2023

Due to the Bid Bond that was provided being for the incorrect project and entity this bid has been deemed nonresponsive

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LAWHEAD ARCHITECTS, P.S.**

THIS THIRD AMENDMENT is made to that certain Professional Services Contract dated February 9, 2021, and on December 21, 2021, and again on September 13, 2022 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Lawhead Architects, P.S. a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Public Works Operations Center Phase 2 Building Construction Administration and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the duration of work to be performed by the Consultant;

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Two Hundred Twenty-One Thousand Two Hundred Eighteen Dollars and Sixty-Five Cents (\$ 221,218.65), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 31, 2024.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

**City of Gig Harbor Public Works Operations Center
Phase 2: New Operations Center Building**

SCOPE OF WORK

The following tasks will provide the CITY with a removal of the storefront system at the Lunch Room and addition of an overhead garage door and associated man door as well as an additional round of permit review revisions to the previously permitted (& unchanged) Civil drawings.

In addition, removal of the specified vinyl tile flooring and new specifications for an exposed finished concrete (in lieu of vinyl tile) will be provided as well as Construction Administration services for construction of the Phase 2: New Operations Center Building.

Task 5 Garage Door Revision

ARCHITECT to remove existing storefront glazing from Lunch Room and add a manually operated Overhead Garage Door and associated Man Door (for exiting purposes).

New Door Type, Details, and Specifications to be added by ARCHITECT. Modifications to Plans, Exterior Elevations, Interior Elevations, Building Sections, Wall Sections, and Door Schedules detailing the new Overhead Door and Man Door to be provided.

Structural System to be reviewed and revised/modified around new Garage Door Opening. New structural calculations to be provided if impacted by Garage Door.

Mechanical System to be reviewed to verify/modify mechanical system will support the building properly when Garage Door is in open position. Electrical/Low voltage system components for the new Man Door to be added as well as security components to both new Doors. Lighting to be adjusted in Lunch Room to accommodate new Overhead Door.

Deliverables:

- Updated Architectural, Structural, Mechanical, & Electrical Permit/Construction Drawings to incorporate new Overhead Door and associated Man Door.
- New head, jamb, and threshold details for Overhead Door.
- Updated Washington State Energy Code documentation
- Updated Building Structural Calculations
- New Overhead Door specification

Meetings:

- No meetings with CITY are anticipated.

City Responsibilities:

- CITY submit and pay for permit review.

Task 6 Additional Round of Permit Review Comment Coordination

ARCHITECT provided an additional round of revisions based on CITY Permit Review comments of previously reviewed & permitted Civil Documents as well as additional clouding of the new Garage Door addition.

Deliverables:

- Updated Architectural, Structural, Mechanical, & Electrical Permit/Construction Drawings.

Meetings:

- No meetings with CITY are anticipated.

City Responsibilities:

- CITY submit and pay for permit review.

Task 7 Flooring Revision

ARCHITECT to delete references to vinyl tile flooring and develop specifications for an exposed concrete finish including sealing, polishing, and burnishing concrete. ARCHITECT will provide CITY with product literature for review and will provide one (1) round of revisions based on CITY feedback.

Deliverables:

- Update Architectural Drawings.
- New/Revised Concrete Specification Section with exposed finished details
- One round of revisions
- Assistance with questions, substitution requests or clarifications of exposed concrete finish during bidding period.

Meetings:

- No meetings with CITY are anticipated.

City Responsibilities:

- CITY to provide one (1) round of review comments.

Assumptions:

- One (1) round of review comments.

Task 8 Construction Administration

The ARCHITECT shall provide Construction Administration services for the Phase 2: New Operations Center Building project.

Deliverables:

During construction, the ARCHITECT shall perform services including but not limited to:

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
March 13, 2023

- Review the Contractor's submittals of materials and equipment and obtaining the District's concurrence in all approvals to be granted Contractors.
- Review shop drawings for compliance with contract documents.
- Prepare Field Authorizations and Change Order Proposals. Obtain and Review the Contractor's cost breakdowns and recommend whether the proposed changes in the work shall be made.
- Assist CITY in review of the Contractor's Application and Certificate for Payment:

Based on the Architect's site observations, the ARCHITECT shall determine whether the work has progressed to the point indicated by the Contractor and whether the Contractor is entitled to the amounts invoiced.

- Assist CITY in review of the Contractor's construction schedules and notify if non-compliance with the schedule is observed.
- Review the Contractor's Application and Certificate for Payment. Based on the Architect's site observations, the ARCHITECT shall determine whether the work has progressed to the point indicated by the Contractor and whether the Contractor is entitled to the amounts invoiced. The ARCHITECT shall sign and date the Application to certify that the work has been done to the quality as required and in accordance with the contract documents to the best of the knowledge, information and belief of the ARCHITECT.
- Obtain and check the Contractor's construction schedules and promptly notify the CITY and the Contractor of non-compliance with the schedules.
- Establish with the CITY a mutually satisfactory schedule for site visits by the ARCHITECT and sub consultants.
- Select finish materials and colors and prepare color schedules for the CITY approval.
- Prepare check lists of corrective items, make final inspections and certify completion of the Project and compliance with contract terms.
- Obtain and deliver to the CITY all written guarantees, manuals, and instructions required in the contract documents prior to final acceptance by the CITY.

Meetings:

- As a Basic Service, the ARCHITECT will visit the project site twice per month. Additional site meetings may be necessary for the ARCHITECT and subconsultants at intervals appropriate for the stage of construction for their portion of the Project.

Assumptions:

- Signing the Contractor's Application for Payment does not represent that the ARCHITECT has any knowledge of how or for what purpose the Contractor has used the monies previously paid on the contract sum.

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
March 13, 2023

- The ARCHITECT shall promptly notify the CITY and the Contractor of any defects or deficiencies in the Contractor's work. The ARCHITECT shall have authority, with written approval from the CITY, to require special inspection or testing of any work believed to be in nonconformance with the contract documents. The ARCHITECT shall have authority to reject non-conforming work to ensure compliance with the contract documents. The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
- Upon completion or termination of this Agreement, the ARCHITECT shall deliver to the CITY all original drawings and project manuals, including addenda and change order documents, and Contractor-marked reproducibles showing as-built changes. If directed by the CITY, the ARCHITECT shall revise the original drawings showing all changes in the work made during construction. If such request is made, the ARCHITECT shall be compensated in accordance with Additional Service Rates.
- Contractor shall provide code-level commissioning of building systems per project specifications.

City Responsibilities:

- CITY shall issue notice(s) to proceed with the work to the successful Contractor(s).
- CITY will hire special inspections and testing consultant.

FEE PROPOSAL SUMMARY

The cost of work for services described below shall be on an hourly service basis. Further breakdown of costs is provided in Attachment A – Fee Proposal.

5. Garage Door Revision.....	\$ 8,774.75
6. Additional Permit Revisions.....	\$ 6,280.00
7. Flooring Revisions.....	\$ 7,640.00
8. Construction Administration.....	\$ 198,523.90

Total Fee..... \$ 221,218.65

ADDITIONAL SERVICES

Any additional work will be reimbursed on an hourly basis at rates specified in the attached Consultant Hourly Rates Summary.

Lawhead Architects PS
March 13, 2023

Exhibit A

Schedule of Charges

CITY of GIG HARBOR
Public Works Operation Center - Phase 2 New Building

	Lawhead Architects PS Architect							Lawhead Architect	KPFF Civil	KPFF Structural	Hultz/BHU Mech	Hultz/BHU Elec	EccosDesign Landscape	TOTAL COST
	Task Description	Principal Level I \$150	Sr Project Manager Level II \$140	Proj. Arch Level III \$130	Mgr Proj. Des I Level IV \$110	Arch II Proj. Des II Level V \$90	Expenses Reimb.	Hours	Fee	Fee	Fee	Fee	Fee	Total Fee
Task 5	Garage Door	5	23		17				\$2,000.00	\$385.00		\$410.00		
Task 6	Additional Permit	4	28		16									
Task 7	Floor Revision	4	33		22									
Task 8	Construction Admin	105	540	391	80		\$3,320.00		\$7,500.00 Markup 5%	\$10,000.00 Markup 5%	\$10,693.00 Markup 5%	\$10,425.00 Markup 5%	\$3,500.00 Markup 5%	
Sub-Total Hours		118	624	391	135	0		1,268						
Sub-Total Fee		\$17,700.00	\$87,360.00	\$50,830.00	\$14,850.00	\$0.00	\$3,320.00		\$174,060.00	\$12,600.00	\$11,631.90	\$11,376.75	\$3,675.00	\$221,218.65

Exhibit B

ATTACHMENT B – HOURLY RATES



FEE SCHEDULE

Level I	\$150/HR	Principal
Level II	\$140/HR	Sr. Project Manager
Level III	\$130/HR	Project Manager Project Architect
Level IV	\$110/HR	Staff Architect I Project Designer I
Level V	\$95/HR	Staff Architect II Project Designer II
Level VI	\$90/HR	CADD I
Level VII	\$85/HR	CADD II

IN-HOUSE SERVICES

Copies	\$.10/ea.	8 1/2" x 11"
Copies	\$.25/ea.	11" x 17"
Plotting	\$3.00/sf presentation color \$2.50/sf B/W vellum \$2.00/sf B/W bond	
Blueprints	\$1.00/ea.	24"x 36"
Fax	\$.10/sheet	
Mileage	Per Current IRS Rate	

SERVICES

All printing, cad plotting, copying, misc. and sub-consultant services are billed at a multiplier of 1.10 times the direct expense incurred by Lawhead Architects, P.S.

***FEE SCHEDULE FOR
PROFESSIONAL CIVIL ENGINEERING
SERVICES***

Personnel Charges:

Charges for employees are determined by the hourly rate included in the rate ranges listed below:

Principal	\$200/Hour - \$235/Hour
Associate	\$135/Hour - \$325/Hour
Technical Specialist	\$175/Hour - \$225/Hour
Senior Engineer	\$135/Hour - \$250/Hour
Professional Engineer	\$100/Hour - \$175/Hour
Design Engineer	\$ 90/Hour - \$135/Hour
Project Coordinator	\$ 80/Hour - \$130/Hour
Drafter	\$ 70/Hour - \$170/Hour
Administration	\$ 60/Hour - \$ 85/Hour

Effective July 1, 2019

FEE SCHEDULE
STRUCTURAL ENGINEERING SERVICES

Charges for employees are determined by labor category and their respective hourly rates listed below:

<u>Labor Category</u>	<u>Rate</u>
Principal	\$225/Hour
Technical Director	\$210/Hour
Associate	\$185/Hour
Project Engineer	\$150/Hour
Design Engineer	\$125/Hour
BIM Modeler/Drafter	\$135/Hour
Project Coordinator	\$110/Hour
Administration	\$85/Hour

Rates are subject to adjustment in January 2021

HOURLY BILLING RATES

Principal	\$ 200.00
Associate Principal	\$ 175.00
Senior Engineer	\$ 150.00
Senior Project Manager	\$ 145.00
Project Engineer	\$ 135.00
Project Manager	\$ 125.00
Senior Designer	\$ 110.00
Project Designer	\$ 95.00
CAD Technician	\$ 85.00
Clerical	\$ 55.00

REIMBURSABLE RATES

Printing Drawings (Bond, B&W)	0.40 \$/SF
Printing 11 x 17 (Bond, B&W)	0.35 \$/Page
Printing 8.5 x 11 (Bond, B&W)	0.25 \$/Page
Mileage	0.56 \$/mile
Delivery/Courier	At cost, plus 10%
Outsourced & Other Expenses	At cost plus 10%

2021 Hourly Billing Rates

Effective 1/1/2021

Position	Rate
Landscape Architect	\$120

ATTACHMENT C – SUBCONSULTANT PROPOSAL LETTERS

March 10, 2023

Mr. Derek Michel
Lawhead Architects
1239 120th Ave NE, Suite D
Bellevue, WA 98005

Subject: Gig Harbor Public Works Operations Building Ph 2 – Construction Support
Civil Engineering Services

Dear Derek:

We are pleased to submit this proposal to provide Construction Support Services (CSS) for the Gig Harbor Public Works Phase 2 Expansion project. We anticipate the following scope of services.

SCOPE OF WORK

CONSTRUCTION SUPPORT SERVICES

- The following construction support services will be provided as requested for the civil design elements during the construction of the Public Works Phase 2 expansion onsite improvements:
 - Attend one (1) Preconstruction meeting with the contractor and the City of Gig Harbor (via Zoom).
 - Attend OAC construction meetings once a week during construction of the civil design elements, we have included ten (10) meetings lasting 1hour each, attendance via phone call in / conference call.
 - Review shop drawings and submittals and respond to contractor field construction questions (RFIs) and provide clarifications concerning the Civil design.
 - Conduct two (2) total site visits to discuss site issues related to the Civil design if needed.
 - Provide one (1) final field observation (punch list) to observe conformity of the civil work to the contract documents.
 - Provide a final review of the contractors as-builts to review for conformity of the civil work to the contract documents.

SCHEDULE

- Permitted Phase 2 design Bid opening is the week of March 6, 2023. Bids and contractor contracts finalized by end of March.
- Construction will commence April 2023 with Final Completion in 2023.
- Construction schedule is 200 working days to Substantial Completion and 30 days to Final Completion.

ASSUMPTIONS

- Additional construction services based on extended schedules or additional work scope not listed above is outside the scope of this proposal and would be considered an add service.

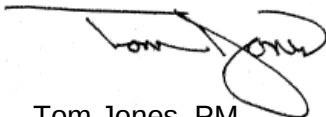
FEE

We propose to accomplish the above scope of services on an hourly basis for a fee of \$7,500 in accordance with the terms of our existing contract.

If this proposal meets with your approval, please sign below and return a copy for our file.

We appreciate the opportunity to be part of the project team and contribute to the success of the project. If you have any questions regarding this letter, please call me at (206) 622-5822.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Jones', written over a horizontal line.

Tom Jones, PM
Associate

WTJ:heh

2000704

November 8, 2022

Frank Lawhead
Lawhead Architects
1239 120th Ave NE, Suite D
Bellevue, WA 98005

Subject: Gig Harbor Public Works
Additional Service Structural Fee Proposal

Dear Frank:

Per your request, we are submitting this additional service request for the re-design of the new Gig Harbor Public Works building. This request is in addition to the initial proposal dated 12/21/2020 and mezzanine removal add-service dated 8/26/2022. This add-service request includes adding an overhead door and man door to the exterior wall along the south face of the building. This proposal is based on information provided to us by Lawhead on 11/2/2022 and 11/4/2022.

SCOPE

The overhead door and man door will be added in lieu of the storefront along Gridline 3 just west of Gridline A.5. The structural scope items are as follows:

- Redesign header at this location
- Design and add bundled studs between overhead door and man door
- Provide new details for trellis beam to header connection
- Revise plans to reflect updated openings

We will provide revised structural drawings and calculations for permitting and construction.

ASSUMPTIONS

- The shear walls will not change plan locations or length
- No foundation changes are anticipated
- Building changes are localized to the added door location
- The building is not yet permitted. These changes will be incorporated into the building permit package.
- We understand that the expectation is to have the revised permit package ready by 11/30

FEE

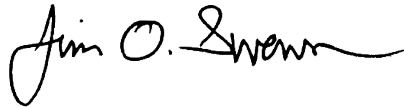
We would propose to provide the above-described scope of services for the lump-sum amount of **\$2,000**.

If you have any questions about this proposal, please do not hesitate to contact me at (206) 622-5822.

Signed,



Mark S. Jones, PE
Project Engineer



Jim O. Swenson, PE, SE
Associate

Enclosure

10042000589

March 9, 2023

Frank Lawhead
Lawhead Architects
1239 120th Avenue Northeast, Suite D
Bellevue, WA 98005

Subject: Gig Harbor Public Works
Structural Fees for Bidding and Construction Administration

Dear Frank:

We are writing, at your request, relative to establishing fees for construction administration associated with the Gig Harbor Public Works project. Our original proposal did not include this scope.

Our scope for this phase would include the following:

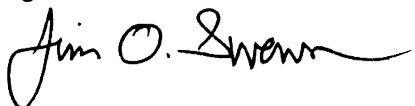
- Answering Requests for Information related to items designed by or specified by us.
- Review of submittals for items designed or specified by us.
- Provide site observation in the form of three (3) site visits during construction.

The anticipated start of construction is in the first quarter of 2023.

We would propose to provide the above-described scope for the lump-sum amount of **\$10,000**.

Please do not hesitate to contact us at (206) 200-8393 if you have any questions or concerns about this proposal.

Signed,



Jim O. Swenson, PE, SE
Associate

JOS:heh

10000999002 – 500

November 7, 2022

Lawhead Architects
12342 Northup Way
Bellevue, WA 98005

Attention: Derek Michel

Subject: **Gig Harbor Public Works Facility – Lunch Area Floor Plan Revision**
Engineering Services Proposal

Dear Derek:

Thank you for this opportunity to submit our proposal to furnish added mechanical and electrical engineering services for this project.

This proposal is for revisions to the documents for the door revisions at the lunch room area. Proposed fee:

Revise HVAC and Plumbing Floor Plans	\$ 170 (1 hr drafter, .5 hr Engr)
Revise Lighting, Power, LV Floor Plans	\$ 240 (1 hr drafter, 1 hr Engr)
Revise Lighting Layout & Security	<u>\$ 385</u> (1 hr drafter, 2 hrs Engr)
Total	\$ 795

We propose to provide this work on an hourly charge basis.

Sincerely,
Hultz | BHU Engineers Inc.



Rick Hultz, PE
Principal



March 13, 2023

Lawhead Architects
12342 Northup Way
Bellevue, WA 98005

Attention: Frank Lawhead

Subject: **Gig Harbor Public Works Facility – Construction Phase**
Engineering Services Proposal (Revised)

Dear Frank:

Thank you for this opportunity to submit our proposal to furnish mechanical and electrical engineering services for this project.

This proposal is for the construction phase of the new Administration/Operations building.

Our services in the construction phase are for the systems included covered by our design. Our work includes: review of product submittals, review of shop drawings, answering contractor questions (RFI's), three mechanical site visits, two electrical site visits, review of pay requests, a punchlist review, a punchlist backcheck, and a review of closeout documents for our scope.

We propose to provide this phase work on an hourly charge basis, based on the attached fee estimate and hourly rates. Summary of expected fee:

Mechanical	\$ 10,693
Electrical	<u>\$ 10,425</u>
Total	\$ 21,118

We appreciate this opportunity to work with you.

Sincerely,
Hultz|BHU Engineers Inc.

A handwritten signature in dark ink, appearing to read "Rick Hultz", with a stylized flourish at the end.

Rick Hultz, PE
Principal

Attached: Engineering Hours, 3-12-23, 2 pages

August 26, 2022

Frank Lawhead
Lawhead Architects, P.S.
12342 Northup Way
Bellevue, WA 98005

Re: Gig Harbor PW – Phase 2

Dear Mr. Lawhead,

Once again thank you for the opportunity to be involved with this project. We are committed to providing you with a product you are satisfied with. Of course, if I may provide you with any additional information at any time, please do not hesitate to contact me.

Looking forward to getting this one done!

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Dylan", with a stylized flourish at the end.

Patrik Dylan

PROPOSAL

Project understanding and scope of work

The client is building the second phase of this project in Gig Harbor WA. In support of this project Eccos Design LLC (ED) is proposing to provide services related to revising the bid set landscape and irrigation drawings. In addition, bidding assistance and construction observation is included.

The scope will be delivered in 2 Tasks: Final landscape, irrigation Addenda conformed set with Bidding and CA support

1. Addenda Conformed set and Bidding Assistance

- A. ED will update the background CAD files prepared by other consultants so the landscape and irrigation will be fully coordinated

Deliverables;

- A. Coordination with Clients architect and civil engineer and project representative
 - ongoing phone and e-mail coordination
- B. Drawing Set Update
 - Update of CAD background files prepared by others
 - Update to landscape and irrigation based on revised background
 - Both Electronic (PDF) and hard copy (3 copies) will be made available.
- C. Bidding Assistance
 - Answering questions posed by prospective bidders.
 - Preparation of up to 2 addenda to the contract documents prior to receipt of bids.

2. Construction Administration (on call as needed)

- A. Construction Administration
 - Pre-Con Meeting and notes
 - Site Visit 1 – Review sub-grade and plant material prior to installation with selected contractor. Meeting notes
 - Site Visit 2 – Review installs of plant material and observe irrigation coverage test with contractor. Generate punchlist. Meeting notes
 - Site Visit 3 – confirm punchlist (optional)
 - Review Submittals
 - Answer RFI's/Issue Field Order/Change Order Review/Pay App Review Support to Lead

Fee Estimate:

Task 1 - Addenda Conformed Set and Bidding Assistance	\$1,500
Task 2 - Construction Admin (on call as needed, budget includes travel)	\$3,500

General Assumptions for all tasks:

- Base plan changes received from architect or civil to not exceed 1 revision
- Lighting, parking layout, site details including walls and fences by others
- Level of detail provided will be enough for an experienced contractor to construct.
- Design coordination limited to phone and e-mail
- 3 sets of prints and/or PDF's are included
- As Built drawings are not included
- Site survey will be provided

Excluded Services

- A. Eccos Design LLC is not responsible for locating lot lines; subsurface conditions; soil issues (including soil content, level of compaction, structural issues); drainage; utilities' location including septic system; signage; security lighting; insurance requirements; bidding requirements; project budget; maintenance after completion.

Rights to Design and Drawings

Eccos Design LLC shall retain all rights to the design and drawings, which are produced in connection with this project. They are to be used only with respect to this project and are not to be used on any other project.

A Note on Fee Ranges:

Every available opportunity is made to communicate with client the fee structure and range, but this guide is only the broadest generalization. Depending on client desires and site-specific constraints, fee range is just as often less as it is more than indicated here. Other factors not included, which may increase costs include preparation of base map/survey work, Computer modeling, extensive color graphics and renderings, or particularly complex projects. The best basis for estimating costs is continuous consultation with the project Landscape Architect.

Retainage:

A No retainer is required for this project.

Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

1. Basic Services: Hourly Rate of \$120.00 not to exceed negotiated amount shown above, including retainer.
2. Additional Services: Hourly rate not to exceed negotiated amount.

B. Reimbursable Expenses are subject to a multiple of 1.1 and include, but are not limited to, reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested 3rd party renderings and models. Mileage is reimbursed at standard federal rate for travel outside of Skagit County.

C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

Miscellaneous Provisions

A. Client agrees to indemnify, defend and hold Eccos Design LLC harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Eccos Design's negligent errors or omissions.

~~B. Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Eccos Design LLC and Client. Client further understands and acknowledges that the amount of risk that Eccos Design LLC can accept is tied, in part, to the amount of compensation received for services rendered. The fee for the services offered is based on Client's agreement to limit the liability of Eccos Design LLC as described below. Client further acknowledges that were it not for this promise to limit the liability of Eccos Design LLC, compensation would need to increase to address the risks posed by this Project.~~

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

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

RECITALS

WHEREAS, the City is presently engaged in Updating the Sewer Model Update 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 Nineteen Thousand One Hundred Four Dollars and No Cents (\$19,104.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2024; 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 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.

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:
ATTN: Chris Pederson
Construction Testing Laboratories
400 Valley Ave NE, Suite 102
Puyallup, WA 98372

CITY OF GIG HARBOR:
ATTN: Dean Zavack, 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 this _____
day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Exhibit A

March 07, 2023

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

Attn: Dean Zavack, P.E.

RE: Public Works Operations Center Phase 2
Special Inspection & Testing Services

Dear Mr. Zavack,

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

CERTIFICATIONS:

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

ADMINISTRATIVE:

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

BASIS OF CHARGES:

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

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

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

Sincerely,
Construction Testing Laboratories, Inc. (CTL)

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

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



Estimate of Project Costs			
Type of Inspection & Testing	Approximate # of hours/tests	Price per test	Estimated Cost
<u>CONCRETE</u>			
Concrete Technician	62	\$ 85.00	\$ 5,270.00
Concrete Test Cylinders	65	\$ 27.00	\$ 1,755.00
		SUBTOTAL	\$ 7,025.00
<u>MASONRY</u>			
Masonry/Grout Technician	30	\$ 85.00	\$ 2,550.00
Masonry Composite Prisms	3	\$ 80.00	\$ 240.00
Grout Specimens	3	\$ 27.00	\$ 81.00
Mortar Specimens	18	\$ 27.00	\$ 486.00
		SUBTOTAL	\$ 3,357.00
<u>LATERAL FRAMING/NAILING</u>			
Lateral Framing/Nailing Technician	40	\$ 85.00	\$ 3,400.00
		SUBTOTAL	\$ 3,400.00
<u>EPOXY/WEDGE ANCHORS</u>			
Epoxy/Wedge Anchor Technician	16	\$ 85.00	\$ 1,360.00
		SUBTOTAL	\$ 1,360.00
<u>SOILS</u>			
Soils Technician	28	\$ 86.00	\$ 2,408.00
Maximum Density Optimum Moisture-Density Curve (Proctor)	2	\$ 225.00	\$ 450.00
Sieve Analysis	3	\$ 205.00	\$ 615.00
		SUBTOTAL	\$ 3,473.00
<u>ASPHALT</u>			
Asphalt Technician	4	\$ 86.00	\$ 344.00
Rice Maximum Theoretical Density	1	\$ 145.00	\$ 145.00
		SUBTOTAL	\$ 489.00
ESTIMATED TOTAL COST			\$ 19,104.00

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



Fee Schedule

Item #	Description	Price
Technician/Engineering Personnel		
1	Acoustic Ceiling Inspection	\$ 84.00
2	Anchor Pull Testing	\$ 100.00
3	Badges/Safety Classes/Time	\$ 86.00
4	CESCL	\$ 103.00
5	Coring Support Technician	\$ 80.00
6	Coring Technician	\$ 122.00
7	Emergency Lighting Inspection	\$ 85.00
8	Epoxy Bolt/Anchor Bolting/Dowel Inspection	\$ 85.00
9	Fire-Resistant Penetrations and Joints Inspection	\$ 110.00
10	Floor Flatness	\$ 155.00
11	Hazmat Technician	\$ 122.00
12	High Strength Bolt Inspection	\$ 95.00
13	Infiltration Testing	\$ 88.00
14	Laboratory Technician	\$ 100.00
15	Framing/Nailing Inspection	\$ 85.00
16	Magnetic Particle or Dye Penetrant	\$ 116.00
17	Moisture Vapor Through Floor/Slab	\$ 95.00
	• Calcium Test Kits	\$ 29.00
18	Pachometer Technician	\$ 115.00
19	Piling Inspection	\$ 90.00
20	Post Tension Inspection	\$ 90.00
21	Rebound Number of Hardened Concrete (C-805) (Schmidt Hammer)	\$ 94.00
22	Reinforcing Concrete & Masonry Technician	\$ 85.00
23	Reinforcing Steel Inspection	\$ 85.00
24	Relative Humidity – Concrete Floors	\$ 95.00
	• RH Test Tubes	\$ 50.00
25	Roofing Inspection	\$ 85.00
26	Shotcrete Inspection	\$ 88.00
27	Soils & Asphalt Technician	\$ 86.00
28	Spray- Applied Fire-Resistive Materials Inspection	\$ 88.00
29	Ultrasonic Test (UT)	\$ 116.00
30	Visual Welding/Structural Steel Inspection	\$ 95.00
31	Wood Moisture Testing (In-Field)	\$ 88.00



Fee Schedule

Item #	Description	Price
Concrete		
32	Cast by Client/Contractor Core Specimens	\$ 65.00
33	Cast by Client/Contractor Cylinder Specimens *if sawing or extra handling is required a minimum rate of \$61.00 each will be charged.	\$ 50.00
34	Clay Lumps & Friable Particles	\$ 135.00
35	Compressive Strength Tests (C-39)	\$ 27.00
36	Flexural Strength, 6"x6"x22" Concrete Beam (C-293)	\$ 75.00
37	Light Weight Pieces (C-123)	\$ 200.00
38	Organic Impurities (C-40)	\$ 110.00
39	Shotcrete Panels: 3 Cores with Compressive Strength	\$ 275.00
	• Additional Cores from Panel	\$ 90.00
40	Sulfate Soundness (C-88) Magnesium, per sample	\$ 380.00
41	Sulfate Soundness (C-88) Sodium, per sample	\$ 415.00
42	Unit Weight of Aggregate (C-29)	\$ 120.00
Masonry		
43	Compressive Strength, Masonry Composite Prisms (UBC-2405)	\$ 80.00
44	Compressive Tests, Masonry Unit (C-140)	\$ 70.00
45	Compressive Tests, Mortar Cubes (C-109)	\$ 27.00
46	Compressive Tests, Mortar or Grout Specimens (UBC-24/23)	\$ 27.00
Soils Mechanics Laboratory Tests		
47	% Organics By Weight (D-2974)	\$ 170.00
48	Aggregate Durability Index (AASHTO T-210)	\$ 220.00
49	Atterberg Limits (D-424), Liquid Limit, Plastic Limit, Plasticity Index	\$ 230.00
50	Flat & Elongated Pieces in Aggregate (ASTM D-4791)	\$ 160.00
51	Fracture Face Count	\$ 105.00
52	Laboratory Determination of Moisture Content (D-2216)	\$ 100.00
53	Maximum Density Optimum Moisture-Density Curve [Proctor] (D-698, D-1557)	\$ 225.00
54	Particle Size Analysis (D-422) Hydrometer (with D-854)	\$ 410.00
55	Particle Size Analysis (D-422) Hydrometer (without D-854)	\$ 310.00
56	pH of Soils/Aggregates (D-4972)	\$ 95.00
57	Resistance to Abrasion, Los Angeles Machine (C-131, C-535)	\$ 280.00
58	Sand Equivalent (D-2419)	\$ 125.00
59	Sieve Analysis (Add #270, C-136, C-117 [Wet Sieve])	\$ 235.00
60	Sieve Analysis (C-136, C-117 [Wet Sieve])	\$ 205.00
61	Sieve Analysis (C117-T-11 #200 Wash Only)	\$ 110.00
62	Specific Gravity of Soils (D-854)	\$ 165.00
63	Specific Gravity/Absorption of Coarse Aggregate (C-127)	\$ 125.00
64	Specific Gravity/Absorption of Fine Aggregate (C-128)	\$ 180.00
65	Uncompacted Void Content of Fine Aggregate T-304, Specific Gravity Not Included	\$ 145.00
66	Wood Waste (WSDOT)	\$ 95.00
67	WSDOT Degradation	\$ 220.00



Fee Schedule

Item #	Description	Price
Asphaltic Concrete Mixes		
68	Anti-Strip evaluation TSR (D-4867) when performing mix design	\$1,250.00
69	Anti-Strip evaluation TSR (D-4867) without performing mix design	Quote Upon Request
70	Mix Design of Bituminous Mixture by Marshall Method (Does not include anti-strip testing)	\$5,250.00
71	Mix Design by Gyratory Method (SHRP/Superpave) (Does not include anti-strip testing)	\$5,250.00
72	Extraction and Gradation % Bitumen (T-308) (C-136 [West]) Sieve (C-117)	\$ 255.00
73	Gyratory Tests (Superpave) (312)	\$ 285.00
74	Hamburg, performed with Mix Design, CTL makes 2 or 4 specimens	\$ 900.00
75	Hamburg, performed without Mix Design, CTL makes 2 or 4 specimens	Quote Upon Request
76	Hamburg, production sample	\$ 700.00
77	Hamburg, test only, supplier provides 2 or 4 specimens	\$ 550.00
78	IDT, performed with Mix Design, CTL makes 3 specimens	\$ 360.00
79	IDT, performed without Mix Design, CTL makes 3 specimens	Quote Upon Request
80	IDT, test only, supplier provides 3 specimens	\$ 175.00
81	Marshall Test, per Molded Specimen ([D-1559] Includes Stability, Flow, and Unit Wt.) per set of 3	\$ 450.00
82	Permeability of Asphaltic Concrete	\$ 500.00
83	Rice Maximum Theoretical Density (D-2041)	\$ 145.00
84	Specific Gravity of Compacted Field Sample (D-2726) WSDOT 704 (Pavement Core)	\$ 70.00
Miscellaneous:		
85	Dry Density of Fireproofing Material	\$ 150.00
86	Ferry Charges	Quote Upon Request
87	Mileage	\$ 0.75
88	Per Diem (Lodging, Meals, and Etc.)	Quote Upon Request
Basis of Charges (Rate Charges & Notification)		
Four-hour minimum for inspection, sampling, and field testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (0700 hr. to 1600 hr.) Monday through Friday will be charged at 1.5 times the standard rate. Double time will be charged for Sundays and holidays. Four-hour minimum for weekend and holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hour notice is required to schedule technician(s). Six-hour notification required for cancellations for night and weekend work (a four-hour minimum charge would apply without proper notification). A 3% escalation for hourly and unit prices for multi-year contracts will apply.		
Mail Distribution (Reports)		
All overhead, engineer review of reports, final inspection report, and mail distribution costs are included in the hourly/unit rates.		
Terms of Sale (Payment Due Date/Past Due):		
All invoices are "NET" and pavement is due on the 30 th day following the invoice date, unless otherwise stated on the application invoice. An account is considered past due on the 31 st day following the date of invoice. All accounts not paid by due date may be subject to suspension. A late charge of 1.5% per month annual will be imposed on past due accounts. Customers/Clients agree to pay all attorney's fees and costs of collection.		
Dispatch Notification		
Also, it is the responsibility of the client or designated representative to schedule and/or cancel field work with our office only, not through field personnel. CTL cannot be held responsible for scheduling and/or cancellation of services made through field inspector(s). In addition, twenty-four hour notices are required to schedule or dispatch inspector(s) for inspection and testing services.		



Fee Schedule

Terms, Definitions, & General Conditions

Parties & Scope of Work: Construction Testing Laboratories, Inc. (herein "CTL") is performing the specific inspection, testing, or other services performed by CTL as described in its proposal accepted by the Client, (herein the "Work"), which shall be subject to these Terms, Definitions, and General Conditions. The Client accepts sole responsibility for determining whether the quantity and nature of the Work ordered by the Client is adequate and sufficient for the Client's needs.

Access to Site/Notifications: ~~Client shall arrange and provide access to the site as required for CTL to perform work. Advance notification for inspection and testing services is the responsibility of the client and/or its representative. Inspection or testing services should be requested as far in advance as practical (preferably a minimum of two business days notification). CTL, Inc. has not included in its fee and is not responsible for the cost of restitution of damage that may occur due to work performed. Client agrees to indemnify and save CTL harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death, or proper damage occurring with respect to CTL's work or arising from subsurface or latent conditions or damage to subsurface, lines or conduits. Client, landowner, and its agents shall accept sole responsibility to notify appropriate agencies in regard to any hazardous substances discovered by CTL on the project site. CTL is expressly relieved from any obligations to report the presence of hazardous substances to any and all regulatory agencies.~~

Schedule of Work: CTL's work will be accomplished in a timely, workmanlike manner by CTL or its sub-contractor at the prices of fees quoted. If CTL is required to delay commencement of the work or if it is required to stop or interrupt the progress of its work as a result of changes in scope required for any reason by the Client, interruptions in the progress of construction, or causes beyond the control of CTL, additional charges will be applicable and payable by the Client. CTL will provide its professional services to the Client, as defined by its scope of work with that degree of care and will ordinarily exercise under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in CTL reports are opinions-based observations, and should not be construed to be conclusive representatives of fact. If conditions different from what are indicated in the reports come to the Client's attention after receipt of the reports, it is recommended that the Client contact CTL immediately to authorize further appropriate evaluation.

Payment: ~~Client shall be invoiced twice each month for work performed during the preceding month. Client agrees to pay each invoice within 30 days of its receipt. A service charge of 1.5% per month is added to all delinquent accounts. Where legal action, including assertion of lien rights, becomes necessary to obtain payment for services provided, Client agrees to pay all collection costs, including reasonable attorney's fees. CTL's final report will not be submitted until all invoices are paid.~~

Indemnity: ~~CTL, Inc. agrees to indemnify and hold Client harmless from any and all claims, suits, costs, and expenses subject the foregoing limitations, including reasonable attorney's fees and court costs, but only to the extent of CTL's negligence. Client shall provide same protection to CTL to the extent of its negligence. In the event that Client or its principals shall bring suit, cause of action, claim, or counterclaim against CTL, the party initiating such action shall pay to CTL the costs and expenses incurred by CTL to investigate, answer, and defend itself, including reasonable attorney's fees, witness fees, and court costs to the extent that CTL shall prevail in such suit. Notwithstanding in performing services of work, Client and all parties claiming as a result thereof agree that the maximum aggregate amount of liability of CTL and its officers, employees, and agents shall be limited to the total of the fee paid to CTL for its work. CTL may engage the services of other contracts/consultants on behalf of the Client to provide professional services. CTL shall be held harmless, and assumes no liability, for the services of said contractor/consultant. As such, CTL shall be held harmless from any claim which may arise out of the actions of the contractor/consultant.~~

Provisions: all quotations are based upon standard non-overtime hourly rates. If unforeseen circumstances cause CTL to work on Saturdays, Sundays, or after 16:00 hr. and in excess of eight hours Monday through Friday, the non-overtime rates quoted will be multiplied by 1.5 to establish the correct overtime rate. Unless otherwise agreed, this proposal terminates in 60 calendar days from the date of issue unless accepted in writing within said 60 days. CTL may dispose of project inspection files after a period of seven years. Client may request in writing of extend the file retention period to obtain custody in lieu of disposal, subject to mutual agreement upon a retention/custody agreement, including fees to be paid to CTL.



Fee Schedule

Entire Agreement: This agreement constitutes the entire understanding or the parties and there are no representations, warranties, or understandings made other than those set forth herein. This agreement may be modified only in writing, signed by each of the parties. No work can be performed prior to written acceptance of this proposal. Any controversy of claim arising out of or relating to Terms and General Conditions or breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction hereof. Any such arbitration shall take place in Tacoma, Washington. The prevailing party, as determined by the Arbitrator, shall be awarded its costs and reasonable attorney's fees.

Subcontractors: CTL subcontracts to Certified Inspection Services for the magnetic particle and ultrasonic testing of welds. CTL subcontracts to Spectra Laboratories for analytical testing. CTL reviews subcontractors report for content only.

Term of Sale

Payment Due Date	All invoices are "NET" and payment is due on the 30 th day following the invoice date, unless otherwise stated on the application invoice. An account is considered past due on the 31 st day following the date of invoice.
Past Due Account	All accounts not paid by due date may be subject to suspension. A late charge of 1.5% (18% per month annual) will be imported on past due accounts. Customers agree to pay all attorney's fees and costs of collection.

I/We understand and agree to the foregoing terms of sale and authorize you to obtain such information as you may require concerning this application.

Acknowledgement/Acceptance of Fee Schedule, Terms, Definitions, Term of Sales, and General Conditions

Upon acceptance, please sign and return at your earliest convenience. Also, our office will e-mail you a mail distribution list so copies of reports can be sent to your Engineers/Owners if you so desire. Reports for projects can also be found on our website, www.ctlwa.com, and can be accessed at your convenience.

Agreed on this _____ day of _____

Accepted by _____
Please Print Name and Title

Signature _____

Firm Name _____
Company Name

Firm Address _____
Billing/Mailing Address

Email Address _____

Project Name _____

Jobsite Address _____

Contact No. _____
Cell Phone No. _____ Office Phone No. _____ Office Fax No. _____



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

Meeting Date: March 27, 2023

SUBJECT: Professional Services Contract with Granicus LLC

SUBMITTED BY: Jeremy Hammar, Senior Planner

DEPARTMENT: Community Development

PHONE: 253-853-7606

SUGGESTED MOTION: Move to authorize the mayor to execute the professional services contract for assistance with the monitoring and tracking of short-term rentals between the City of Gig Harbor and Granicus, LLC in the amount not to exceed \$7,907.40.

BACKGROUND INFORMATION: At the February 27 city council meeting, council directed staff to work with a consultant to study short-term rentals further and provide regular updates to Council.

Granicus LLC has been selected as the consultant to assist in these efforts to study short-term rentals. Granicus will provide an address identification service which includes monitoring of short-term rental related websites to provide the city with listing activity and details every 3-5 days. Additionally, data regarding rental activity and estimates of lodging taxes collected will be provided. These services will operate through an online platform which Granicus will facilitate and provide training to city staff.

The professional services contract and associated work proposal for Granicus is attached.

FISCAL CONSIDERATION: The mid-biennial budget review in November 2023 will consider this project for possible budget amendment at that time.

Expenditure Required: \$7,907.40	Amount Budgeted: 0	Appropriation Required: 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract with Granicus, LLC

STRATEGIC PLAN PRIORITY: Promote and enhance a dynamic and robust economy.

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

THIS PROFESSIONAL SERVICES CONTRACT (the "Agreement") is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Granicus, LLC (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in permitting Short-term rentals 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 – Granicus Proposal**, 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 not to exceed \$7,907.40 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.

B. Consultant will invoice, and City will pay for all fees as described in Exhibit A. Annual subscription fees are due upfront upon the effective date of this Agreement. The City shall pay the full amount of an invoice within thirty (30) 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 continue for the period of (1) year upon execution of this agreement concluding March 20, 2024; 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. Either party may terminate this Agreement at any time upon ninety (90) days written notice to the other party. 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. Either party may terminate this Agreement for cause upon written notice if the other party is in material breach of this Agreement and fails to cure such breach within 30 days after the notifying party provides written notice of the breach.

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. Consultant will defend, indemnify and hold City harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the services, as delivered to City and when used in accordance with this Agreement, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Agreement (a "Claim"), or arising out of or resulting from the negligence or willful misconduct of the Consultant in performance of this Agreement.

B. To the extent permitted by applicable law, Consultant will have control of the defense and reserves the right to settle any Claim. City must notify Consultant promptly of any Claim and provide reasonable cooperation to Consultant, upon Consultant's request and at Consultant's cost, to defend such Claim. Consultant will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. City may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

C. If the services are subject to a claim of infringement or misappropriation, or if Consultant reasonably believes the services may be subject to such a Claim, Consultant reserves the right, in its sole discretion, to: (i) replace the affected services with non-infringing functional equivalents; (ii) modify the affected services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected Consultant services and refund to City any prepaid fees for the then-remaining portion of the Agreement Term.

D. Consultant will have no obligation to indemnify, defend, or hold City harmless from any Claim to the extent it is based upon: (i) a modification to the Consultant services by anyone other than Consultant; (ii) a modification made by Consultant pursuant to City's required instructions or specifications or in reliance on materials or information provided by City; (iii) combination with the services with non-Consultant software or data; or (iv) City's (or any authorized user of City) use of any services other than in accordance with this Agreement.

E. This section sets forth City's sole and exclusive remedy, and Consultant's entire liability, for any Claim that the services or any other materials provided by Consultant violate or infringe upon the rights of any third party.

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 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 included 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. 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 specifically and exclusively 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 solely and exclusively to this Agreement for as long as may be required by applicable Washington State records retention laws, but in any event no less than six (6) years after the termination of this Agreement.. 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. In the event Consultant believes said records need to be protected from disclosure, it may, at Vendor's own expense, seek judicial protection. Vendor shall indemnify, defend, and hold harmless the City for all costs, including attorneys' fees, attendant to any claim or litigation related to a Public Records Act request for which Consultant has responsive records and for which Consultant has withheld records or information contained therein, or not provided them to the City in a timely manner. Vendor shall produce for distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order. 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. Except for any dispute, action or claim, regarding a party's intellectual property rights, which shall be brought before a court of competent jurisdiction, 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: Granicus
ATTN: Contracts
408 St. Peter Street,
Suite 600
Saint Paul, MN 55102
800-314-0147

City of Gig Harbor
ATTN: Jeremy Hammar
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.

18. Licensing. Contractor products and services are purchased by City as subscriptions. Contractor hereby grants and City hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Contractor products and services during the term of this Agreement. Contractor reserves all right, title and interest in the Contractor products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses are granted to City. The Contractor name, logo, and the product names are trademarks of Contractor, and no right or license is granted to use them. City assigns to Contractor any suggestion, enhancement, request, recommendation, correction or other feedback provided by City relating to the use of the Contractor products and services. City shall not: (i) Misuse any Contractor resources or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Contractor products and services in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the products and services as a door or signpost to another server; (v) Access or use any portion of Contractor products and services except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Contractor products and services; (vii) Use the Contractor products and services for any unlawful purposes; (viii) Export or allow access to the Contractor products and services in violation of U.S. laws or regulations; (ix) subcontract, disclose, rent, or lease the Contractor products and services, or any portion thereof, for third party use; or (x) Modify, adapt, or use the Contractor products and services to develop any software application intended for resale which uses the Contractor products and services in whole or in part.

19. Representations; Warranties; Disclaimers.

A) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

B) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Contractor warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) City's sole and exclusive remedy and Contractor's sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 19.b.(i), the indemnity in Section 7 of this Agreement; and (ii) for a breach of the warranty in Section 19.b.(ii) reperformance of the non-conforming services, provided that City notifies Contractor of a non-conformity in this Section during the thirty (30) day period following Contractor's completion of the applicable services.

C) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

20. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

A) **Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

B) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

21. Limitation of Liability.

A) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B) IN NO EVENT, EXCEPT FOR CITY'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE AGREEMENT, OR CONSULTANT'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7, WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CONTRACTOR IN THE TWELVE (12)

MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF CONTRACTOR TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

IN WITNESS WHEREOF, the parties have executed this Agreement this 21
day of March, 2023.

CONSULTANT

CITY OF GIG HARBOR

DocuSigned by:
By: Gary Elk
Its: Contracts Manager

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



GRANICUS

EXHIBIT A

New Business - 2
Page 13 of 17

408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Order Form
Prepared for
Gig Harbor, WA

Granicus Proposal for Gig Harbor, WA

ORDER DETAILS

Prepared By: Betsy Sachs
Phone:
Email: betsy.sachs@granicus.com
Order #: Q-270643
Prepared On: 21 Mar 2023
Expires On: 30 Apr 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

Order Form
Gig Harbor, WA

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring Lite - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring Lite - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$6,212.70
Rental Activity Monitoring Lite	Annual	1 Each	\$1,694.70
SUBTOTAL:			\$7,907.40

Order Form
Gig Harbor, WA

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Rental Activity Monitoring Lite - Setup and Configuration	Setup and configuration of Rental Activity Monitoring Lite
Rental Activity Monitoring Lite - Online Training	Virtual training session with a Granicus professional services trainer.



Order Form
Gig Harbor, WA

TERMS & CONDITIONS



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-270643 dated 21 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Gig Harbor, WA	
Signature:	
Name:	
Title:	
Date:	



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

Meeting Date: March 27, 2023

SUBJECT: Authorization to Purchase Replacement Desk Phones

SUBMITTED BY: Keith Smith, Information Services Manager

DEPARTMENT: Administration

PHONE: 853-7623

SUGGESTED MOTION: Move to authorize the mayor to sign a purchase agreement with TRI-TEC Communications for replacement desktop phones.

BACKGROUND INFORMATION: The desktop phones used by city staff at the Civic Center and other locations have far exceeded their usable life and have begun routinely failing. The issue has become increasingly more common and has begun to significantly impact staff's ability to conduct business.

The City has received a quote from TRI-TEC to replace all of the existing phones to models that will function on the current IP system. This quote was obtained through an interlocal agreement with Sourcewell, a government procurement agency. Because TRI-TEC has undergone the competitive bidding process with Sourcewell, the city is not required to solicit other bidders.

FISCAL CONSIDERATION: Funding for desk phone replacement was not included in the 2023-24 Budget. The cost for the phones will be distributed between departments so that budgets will be minimally impacted and a budget amendment will not be needed.

Expenditure Required: \$35,374.00	Amount Budgeted: \$0	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: TRI-TEC Purchase Quote

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

**TRI-TEC Communications, Inc**

25500 74th Ave S
Kent, WA 98032
Phone: 253-852-7777
Fax: 253-852-5660
www.tri-tec.com

Quote

No.: **8669**
Date: 3/16/2023

Prepared for:
Keith Smith, (253) 853-7623
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Prepared by: Ron Brown, ronb@tri-tec.com

Quote Valid Until: 04/15/2023
Description: Additional Phones

Scope of Work: This quote is based on the Mitel Sourcewell (formerly NJPA) contract #022719-MBS.
City of Gig Harbor Member ID 125764

Order and ship phones, Customer to install themselves

TRI-TEC to do on site training on how to use the phones.
Terms will be net 30.

Schedule A

QTY	Item ID	Description	Each	Total
5	50006766	6910 Mitel IP Phone	\$125.40	\$627.00
117	50006767	6920 Mitel IP Phone	\$243.00	\$28,431.00
5	50008271	6970 IP Conference Phone	\$474.00	\$2,370.00
7	51310038	H40 Dect Stereo Headset	\$198.00	\$1,386.00
1.00	Implementation Labor	Implementation Labor	\$1,960.00	\$1,960.00
1.00	Shipping & Handling	Shipping and Handling Charges	\$600.00	\$600.00
			SUBTOTAL	\$35,374.00
			TOTAL	\$35,374.00

Accepted by: _____

Date: _____

Purchase Order #: _____



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

Meeting Date: March 27, 2023

SUBJECT: Adoption of Resolution 1272 Adopting a Public Participation Plan for Updating the Comprehensive Plan

SUBMITTED BY: Robin Bolster-Grant, Principal Planner

DEPARTMENT: Community Development

PHONE: 853-7615

SUGGESTED MOTION: Move to approve Resolution 1272

BACKGROUND INFORMATION: Pursuant to RCW 36.70A.040, the City of Gig Harbor must complete a periodic update for its entire Comprehensive Plan and relevant development regulations by December 31, 2024.

Citizen involvement constitutes the most important component of comprehensive planning. In recognition of this vital process as the key to the successful development of an updated Comprehensive Plan, a Public Participation Plan has been created by SCJ Alliance, the consulting firm under contract to assist the Community Development Department with the Comprehensive Plan Update.

This plan represents the high-level framework for involving the community in the update process. It is designed to be general to allow for flexibility throughout the process as gain a better understanding of the public's needs and where gaps exist in our efforts. Detailed plans will be developed for each piece of the plan, as necessary, to ensure public participation is garnered across the full spectrum of our community and so that the process is fully informed.

FISCAL CONSIDERATION: None

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1272

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

RESOLUTION 1272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A PUBLIC PARTICIPATION PLAN FOR UPDATING THE COMPREHENSIVE PLAN PER RCW 36. 70A.130

WHEREAS, the Washington State Growth Management Act of 1990, Chapter 36.70A RCW, (GMA) establishes statewide goals, guidelines, and procedural requirements to guide the development, coordination and implementation of long-range plans; and

WHEREAS, in order to implement the requirements and goals of the GMA and the Countywide Planning Policies, the City of Gig Harbor adopted a 2004 Comprehensive Plan and amended the plan in 2016, with appropriate public notice and involvement; and

WHEREAS, the GMA requires the City of Gig Harbor to review and, if needed, revise the Comprehensive Plan by December 31, 2024, to ensure compliance with the requirements of the GMA; and

WHEREAS, a public participation plan has been developed to provide the public with an opportunity to learn about and comment on the review and suggest needed revisions to the Comprehensive Plan; and

WHEREAS, the public participation plan includes a proposed general schedule to complete any needed revisions to the Comprehensive Plan by December 31, 2024;

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

Section 1. The Public Participation Plan for the 2024 City of Gig Harbor Comprehensive Plan Periodic Update, a copy of which is attached hereto as Exhibit A, is hereby approved as the basis for developing the updates to the Comprehensive Plan.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of March, 2023.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

Public Participation Plan

for the

CITY OF GIG HARBOR

2024 Periodic Comprehensive Plan Update

March 2023



BACKGROUND

The City of Gig Harbor is updating its Comprehensive Plan in accordance with Washington's Growth Management Act (GMA). The Comprehensive Plan is the long-range policy document that guides the City's growth and development over the next 20 years. Under the GMA, cities and counties in Washington must periodically review and, if needed, update their comprehensive plans to ensure consistency with state law and other regional planning documents. Gig Harbor's Comprehensive Plan is required to be consistent with GMA, the Puget Sound Regional Council (PSRC) Vision 2050 growth plan, and Pierce County's Countywide Planning Policies. The deadline for completion of this periodic update is currently December 31, 2024.

Public outreach is a key component of this periodic update effort. Among other things, GMA requires early and continuous public participation in the Comprehensive Plan update (RCW 36.70A.140). This Public Participation Plan (PPP) is intended to guide public outreach efforts throughout the process to ensure early and continuous involvement in decision making. Efforts to encourage participation will continue over the course of the Comprehensive Plan update.

This document outlines the public participation opportunities for Gig Harbor's Comprehensive Plan update, including engagement methods, timeline, and implementation strategies. This is a working document and may be updated over time as needed to reflect the needs of the community.

Objectives

The objectives for this Public Participation Plan are:

- ◆ Inform residents of the Comprehensive Plan update, the planning process, and outcomes.
- ◆ Give participants more ownership in the outcome of planning processes through collaborative events that engage in conversation and the exchange of ideas and information, leading to buy-in, a sense of ownership, and higher quality planning documents.
- ◆ Be inclusive of a range of perspectives, engaging citizens in unique ways to reach a broader audience and understand their goals, needs, and desires.
- ◆ Provide access to engagement opportunities, events, and participation for all citizens of Gig Harbor, including disadvantaged groups and individuals and those who have historically been left out of community planning processes.
- ◆ Build support for the Comprehensive Plan and work with the Gig Harbor community, elected officials, and other agencies toward success in implementing its goals, policies, and actions.

Roles and Responsibilities

City of Gig Harbor

The City of Gig Harbor is responsible for the update of the Comprehensive Plan in compliance with the Growth Management Act. This responsibility includes actively inviting public comment and coordinating with state, regional, and county planning policies as outlined in the GMA. The City has hired a consultant, SCJ Alliance, to work alongside City staff in facilitating the Comprehensive Plan update process.

Planning Commission

Gig Harbor's Planning Commission, a volunteer advisory body appointed by the City Council, is required to review amendments to the Comprehensive Plan and provide a recommendation to the City Council for consideration and potential adoption.

City Council

Once the Comprehensive Plan update is complete, the Gig Harbor City Council is responsible for adopting it.

PUBLIC PARTICIPATION

Audiences

There are several audiences – individuals and agencies – that will participate in the Gig Harbor Comprehensive Plan update, and each will engage in the process in different ways:

- ♦ General Public: Gig Harbor residents, property owners, and business owners.
- ♦ Elected and Appointed Officials: City Councilmembers, Mayor, Planning Commissioners, Parks Board Members, Advisory Committees and Boards.
- ♦ Non-City Service Providers: Special districts such as the School District, Fire District, Library District, and others.
- ♦ Non-Governmental Organizations: Greater Gig Harbor Chamber of Commerce, service clubs, Downtown Waterfront Alliance, Futurewise, and others.
- ♦ State, Regional, Tribal, and Other Local Governments: Puget Sound Regional Council, Water Resource Inventory Area (WRIA) 15, Puyallup, Muckleshoot, Nisqually, Suquamish, and Squaxin Tribes, and Pierce County.

Communication Channels

It is important that information be made available so any interested person can review the materials and participate. Throughout the Comprehensive Plan update process, the City will maintain several channels for notifying the public and other participants of relevant meetings and events. Regular opportunities for education and notification include:

- ♦ City website and social media channels
- ♦ Gig-a-Byte e-newsletter and Mayor's podcast
- ♦ Gig Harbor Now (a local weekly newspaper)
- ♦ Daily News-Tribune
- ♦ Gig Harbor Farmers Market (held from June – September)
- ♦ Mailers and other City communications
- ♦ Email

Public meetings held by the Planning Commission and City Council will be noticed according to the standard procedures for those bodies, as well as on the City's website. All outreach efforts and comments received will be documented by the City and available for public review upon request.



PUBLIC PARTICIPATION

Inclusivity and Potential Barriers to Participation

The channels by which we communicate and the events we hold should incorporate an inclusive engagement approach. The table below identifies the engagement options for this plan, including the potential barriers of each as well as how the method achieves inclusivity.

ENGAGEMENT METHOD	POTENTIAL BARRIER(S)	INCLUSIVITY METHOD
 Project Website A central location for status updates, draft documents, meeting schedules and related information, official notices, and feedback/comment portal.	♦ Getting visitors to the website ♦ Reaching non-English-speaking citizens ♦ Uploading materials in a timely manner	♦ Ensure ease of access through virtual outreach on social media and email correspondence directing public to website ♦ Provide materials in a variety of languages as needed ♦ Make materials available in advance for distribution to the public
 Social Media Sharing of public events, surveys, and other opportunities to participate.	♦ Posting and noticing in a timely manner ♦ Creating postings that appeal to a wide audience ♦ Reaching non-English-speaking citizens	♦ Provide materials in a variety of languages as needed ♦ Provide links to surveys and other web-based platforms
 Orientation Interviews, Public Meetings, Civic Events, and Presentations	♦ Arranging one-on-one interviews ♦ Identifying appropriate events for community ♦ Engaging non-English-speaking citizens ♦ Childcare availability ♦ High level of coordination/communication required	♦ Work with City departments to identify appropriate events to reach a diverse audience ♦ Designate 1–2 point people for coordination/communication to ensure clarity and efficiency ♦ Provide materials in a variety of languages as needed ♦ Incentivize participation with food and/or childcare ♦ Host virtual public meetings with a 1–2 week open timeframe
 Printed Materials Printed materials describing the update process, including: ♦ Gig Harbor Nowr ♦ News Tribune ♦ Mailers	♦ Reaching non-English-speaking citizens ♦ Potential for low participation	♦ Provide materials in a variety of languages as needed ♦ Identify a variety of outlets with relevant contact information for notification and distribution of materials (newspapers, neighborhoods, churches, and other community-oriented organizations/groups) ♦ Include website link and QR code for access
 Community Workshops	♦ Engaging non-English-speaking citizens ♦ Childcare availability ♦ Potential for low participation	♦ Provide options for non-English-speaking participants and ensure ADA accessibility ♦ Incentivize participation with food and/or childcare ♦ Provide convenient or multiple times
 Planning Commission and City Council Meetings/Hearings	♦ Engaging non-English-speaking citizens ♦ Childcare availability ♦ Potential for low participation ♦ May be intimidating	♦ Provide ample time for the public to speak and/or provide written comments and questions ♦ Provide options for non-English-speaking participants and ensure ADA accessibility ♦ Incentivize participation with food and/or childcare

PUBLIC ENGAGEMENT ACTIVITIES

This section delves deeper into each of the engagement methods planned as part of Gig Harbor's Comprehensive Plan update, describing the tool or activity as well as the anticipated timeframe for implementation.

Project Website

Timeframe: Duration of project

The project website will be a central location for all interested parties to access the latest information related to the Comprehensive Plan update. The website will be linked through the City's website and will allow all interested parties to:

- ♦ Review background information concerning the Comprehensive Plan update;
- ♦ Access and review the project status and timeline;
- ♦ Review draft and final documents, Comprehensive Plan deliverables, and community workshop materials;
- ♦ Provide comments and feedback via a comment portal throughout the update process;
- ♦ Attend public open houses virtually, via a link on the project website; and
- ♦ See the Planning Commission and City Council's schedules related specifically to the update process.

Roles and Responsibilities

- ♦ **City Staff (lead):** Distribution, and translation (as needed) of materials.
- ♦ **SCJ Alliance (support):** Production of materials as needed, website creation and maintenance.

Social Media

Timeframe: Duration of project

Social media will broadcast public events, surveys, and other engagement activities for the public. To run a successful social media campaign, materials must be published on time and updated regularly. There should also be regularly scheduled postings leading up to events, and each post should include a clickable image that redirects people to the website or event link. Comments posted on social media posts should be compiled and delivered to City Staff and consultants regularly. Social media postings will correspond with the event dates listed under Public Outreach Events, Community Survey, and Planning Commission and City Council meetings listed below.

Roles and Responsibilities

- ♦ **City Staff (lead):** Publishing and production of materials.
- ♦ **SCJ Alliance (support):** Assisting the City in the production of social media content (e.g. text, images, and information).

Public Outreach Events

Timeframe: April 2023–July 2024 (exact dates TBD)

The Comprehensive Plan update process will include several city-wide public outreach events to inform citizens of the update process and collect feedback on the plan. The Community Development Department will coordinate with other City departments as necessary to plan the outreach events.

A vision workshop will be held in May 2023 to present the Comprehensive Plan update process to the public and collect public feedback. The remaining outreach events are intended to be community workshops for collecting public feedback, and will be held through the summer and fall of 2023 and the first half of 2024 (dates TBD).

PUBLIC ENGAGEMENT ACTIVITIES

Public engagement will be coordinated with other City events and processes (like the climate action plan) when possible, presenting materials pertaining to the Comprehensive Plan update and related planning efforts. Consultant will refine the public engagement and outreach events once an overall schedule is agreed upon including paring down the engagement effort as necessary.

Roles and Responsibilities

- ♦ **City Staff (lead):** Coordinate and help lead outreach events; publish materials on the project website and social media page(s); assist with running the events.
- ♦ **SCJ Alliance (support):** Design and production of materials; attending/leading outreach events.

Community Survey

Timeframe: Fall 2023

At least one online community survey will be developed to explore community preferences and planning alternatives. The survey will be rolled out to coincide with public outreach events.

This survey will collect topical information from the public on various elements of the Comprehensive Plan. The survey may also include visual preferencing and the collection of comments and ideas on planning scenarios.

Roles and Responsibilities:

- ♦ **SCJ Alliance (lead):** Develop survey questions; digitize in Alchemer, Maptionnaire, or other online survey platform; monitor and analyze results.
- ♦ **City Staff (support):** Distribute survey via City outlets. Coordinate with City vendor (Flashvote) to create and administer complementary survey.

COMPREHENSIVE PLAN ROLLOUT AND ADOPTION

Planning Commission and City Council Meetings

Timeframe: April 2024–November 2024
(exact dates TBD)

While the Planning Commission and City Council will continue to hold regular meetings throughout the update, there will be several meetings specifically associated with the adoption of Gig Harbor's Comprehensive Plan update. These include:

- ♦ **Draft Plan Presentation (tentatively April 2024):** City staff and consultant (SCJ Alliance) will present the draft Comprehensive Plan to the Planning Commission, with a focus on changes to the Land Use, Transportation and Housing Elements citywide as well as a comprehensive policy framework integrating policy direction for the entire plan.
- ♦ **Final Plan Presentation (tentatively August 2024):** A combined Planning Commission/City Council workshop will be held to roll out the final draft of Gig Harbor's updated Comprehensive Plan. City staff and consultant (SCJ Alliance) will provide an overview of the planning process, public feedback, and final draft of the plan. Final

feedback will also be collected from the two public bodies and substantive comments will be incorporated into the final draft.

- ♦ **Planning Commission recommendation (tentatively September 2024):** The City of Gig Harbor Planning Commission is required to review amendments to the Comprehensive Plan and provide a recommendation to the City Council for consideration and potential adoption.
- ♦ **Comprehensive Plan Adoption (tentatively November 2024):** City Council will hold a hearing to adopt the updated Comprehensive Plan.

Roles and Responsibilities:

- ♦ **City Staff (lead):** Coordinate, schedule, and lead workshops and hearings.
- ♦ **SCJ Alliance (support):** Technical resource as needed; production of materials as needed.



SUMMARY

Public Participation Schedule

	2023										2024									
Event	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
Website and Social Media (ongoing for project duration)																				
Community Open Houses and Workshops/Planning Commission Work Sessions																				
Survey Rollout																				
Draft Plan Presentation (Planning Commission Meetings)																				
Final Plan Presentation (Combined PC/CC Rollout Workshop)																				
Planning Commission Recommendation																				
Comprehensive Plan Adoption																				

Conclusion

The update of Gig Harbor's Comprehensive Plan is a collaborative effort in which the City will engage the public, businesses, governmental agencies, tribes, and other interested groups. As detailed in this Public Participation Plan, the City's website, public postings, community events, public meetings, and workshops will be used to reach out to interested parties and get them involved in the process. Throughout this effort, the City will strive to involve "a broad cross-section of the community" (WAC 365-196-600) so the Comprehensive Plan truly reflects the community's vision and goals.

PURPOSE

The intent of this document is to provide a plan for public participation in the City of Gig Harbor's Comprehensive Plan update process. This outreach plan provides a breakdown of each engagement activity, a schedule for outreach efforts, roles and responsibilities, and key/milestone dates.



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

Meeting Date: March 27, 2023

SUBJECT: Creative Endeavor Grant Agreements

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to authorize the mayor to execute Creative Endeavor Grant agreements as listed.

BACKGROUND INFORMATION: The city annually accepts applications for funding of artistic events and projects through the Creative Endeavor Grant program. Applicants are reviewed by the arts commission, which then makes funding recommendations to the mayor.

This year, the city received almost \$85,000 in total requests. The annual budget for the grant program is \$35,000, though the grant program was overlooked and not mentioned in the 2023-24 budget. The commission reviewed all of the applications and put forward funding recommendations up to the \$35,000 budget.

The mayor and staff have reviewed the applications received and the arts commission's recommendations. Because of the high level of interest in the program and an increased number of worthy proposals (addressing multiple goals of council's strategic plan), the mayor and staff recommended increasing the budget for the grant program to \$50,000 this year.

At the March 16 study session, council expressed its support for increasing the program budget to \$50,000 and directed staff to bring forward the list of grant awards (as recommended by staff and attached to this agenda bill) for approval on the March 27 consent agenda.

FISCAL CONSIDERATION: Funding for Creative Endeavor grants was not specifically notated in the Parks Operating budget in the 2023-24 Budget. A \$35,000 expenditure was accounted for as a budget line item and there is room in the General Fund to absorb the additional \$15,000 expense.

Expenditure Required: \$50,000.00	Amount Budgeted: \$35,000	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: As noted above, the Arts Commission provided recommendation for funding up to the initial \$35,000 budget.

ATTACHMENTS: Recommended 2023 Creative Endeavor Grant Awards

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

Applicant	Event/Project	Ask	Arts Commission Recommended	Staff Recommendation
Kiwanis Club of Gig Harbor	Gig Harbor Has Talent!	\$1,500.00	\$0.00	\$0.00
Peninsula Hands On Art	Hokusai Waves	\$2,000.00	\$1,400.00	\$2,000.00
Peninsula Hands On Art	Collagraph Printmaking	\$2,000.00	\$1,400.00	\$2,000.00
Narrows Music Society	Harbor Winds Band Spring Concert	\$1,000.00	\$1,000.00	\$1,000.00
Downtown Waterfront Alliance	Coloring the History of Gig Harbor	\$6,120.00	\$3,000.00	\$6,000.00
Gallery Row Gallery	Art Walk	\$3,000.00	\$3,000.00	\$3,000.00
Harbor History Museum	Humanities in the Harbor	\$4,900.00	\$2,000.00	\$4,800.00
Gig Harbor Now	Gig Harbor Fishing Fleet: Yesterday & Today	\$3,500.00	\$0.00	\$0.00
Spectrum Choral Academy	Gig Harbor Sings!	\$7,000.00	\$4,500.00	\$4,500.00
Local Makers LLC	Gig Harbor Spring Market & Festival	\$14,000.00	\$0.00	\$7,500.00
Peninsula Youth Orchestra	Rocking Strings w/Aaron Meyer & PYO	\$6,000.00	\$4,500.00	\$4,500.00
Gig Harbor Open Studio Tour	2023 Open Studio Tour	\$3,500.00	\$2,000.00	\$2,500.00
Olympic Civic Services	Authors & Artists	\$1,500.00	\$500.00	\$500.00
Village Green Project/NW Choir Resources	2023 Gig Harbor Community Chorus	\$5,300.00	\$0.00	\$0.00
TCC Gig Harbor	Write in the Harbor Conference: Youth Summit	\$4,000.00	\$4,000.00	\$4,000.00
GH High School Band Booster	Festival Season	\$8,000.00	\$3,700.00	\$3,700.00
United by Music North America	Fest4All Make Music Day	\$5,000.00	\$4,000.00	\$4,000.00
Garden of Peace	Creative Healing in the Garden	\$1,500.00	\$0.00	\$0.00
Harbor Happiness	Community Enneagram Workshop	\$4,600.00	\$0.00	\$0.00
		\$84,420.00	\$35,000.00	\$50,000.00

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	Mar. 23	5:00pm	Design Review Board	CANCELLED
M	Mar. 27	5:30pm	City Council	See agenda
TH	Mar. 30	3:00pm	City Council Study Session	Strategic Plan Update Lease Amendment Proposals – Gig Harbor BoatShop and Skansie Netshed Foundation Review Utility Payment Program Financial Support Options Active CIP Update Parks Bond
W	Apr. 5	5:30pm	Parks Commission	Introduction of new Parks Commissioner Parks maintenance overview – Jeff Olsen and Kyle Neiman Parks Appreciation Day planning
TH	Apr. 6	5:30pm	Planning Commission	Update on outreach, engagement and greenhouse gas inventory for climate action plan & review draft urban forestry management plan
M	Apr. 10	5:30pm	City Council	Consent: - Professional Services Contract for Lift Station 1A Rehabilitation - Professional Services Contract for Wollochet Dr./SR16 Eastbound Off-Ramp Right Turn Lane - Professional Services Contract for Soundview Drive Water Main Replacement - WSDOT Temporary Access Permits - Lease Agreement for Temporary Restrooms - Approval of Opioid Settlement Agreements Presentation: - Parks Appreciation Day Proclamation - Volunteer Appreciation Week Proclamation (4/16-22) - Gig Harbor Fire Update – Chief Dennis Doan New Business: - First Reading of Ordinance 1511 Stormwater Manual Adoption - Professional Services Contract for North Creek Culvert Replacement Design and Permitting - First Reading and Adoption of Ordinance 1512 Adoption of RCW 7.105 Civil Protection Orders - Resolution 1272 Adopting the 2024 Comp Plan Public Engagement Plan
W	Apr. 12	10:00am	Arts Commission	
TH	Apr. 13	3:00pm	City Council Study Session	Wastewater Comp Plan Tech Amendments: Mallards Landing Lot 7; Rosedale Preliminary Plat; Harbor Run Proposal for Above-Ground Fuel Storage Tanks at the Operations Center Masonic Lodge Structural Analysis Commercial Fishing Pavers at Ancich Park Emergency Management Overview

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
				STR Update
TH	Apr. 13	5:00pm	Design Review Board	
TH	Apr. 20	5:30pm	Planning Commission	Continuation of urban forestry management plan
M	Apr. 24	5:30pm	City Council	Old Business: - Second Reading of Ordinance XXXX Stormwater Manual Adoption New Business: - Adoption of the City's Water Use Efficiency Goals - Adoption of the Water System Plan - Resolution XXXX Approving the Mallards Landing Wastewater Technical Amendment - Resolution XXXX Approving the Rosedale Preliminary Plat Wastewater Technical Amendment - Resolution XXXX Approving the Harbor Run Wastewater Technical Amendment Staff Report: 2023 1st Quarter Budget Update
TH	Apr. 27	3:00pm	City Council Study Session	WWTP Nutrient Optimization Update Climate Action Plan Update Impact Fee Reports Urban Forestry Management Plan Update
TH	Apr. 13	5:00pm	Design Review Board	
M	May 8	5:30pm	City Council	Presentation: Downtown Waterfront Alliance Annual Report
TH	May 11	3:00pm	City Council Study Session	Utility Rates Discussion & Public Outreach Plan Review
M	May 22	5:30pm	City Council	
TH	May 15	3:00pm	City Council Study Session	

City of Gig Harbor Two-Year Strategic Plan 2022-2023

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

Priorities	Goals	Actions – Routine/Annual	Actions - Project
Foster a healthy City organization	- Be an exceptional employer - Retain existing workforce - Attract qualified applicants - Ensure safe work environment - Encourage staff training - Encourage and obtain employee feedback	- Fill all vacancies in a timely manner - Maintain effective procedures to respond to ADA, FMLA, etc. issues and situations - Maintain collaborative relationships with union representatives - Re-qualify for AWC Well City designation	- Develop a staff retention and attraction program* - Review and update the City's DEI program* - Develop an employee recognition and appreciation program - Update Personnel Policies Manual - Update Safety Manual and Accident Prevention Program - Conduct employee satisfaction survey - Revise employee evaluation process - Develop management training for all new supervisors*
Ensure sustainable future for public services and facilities	- Provide more efficient and effective municipal services - Improve public outreach on capital projects - Increase communications between the City and residents - Better understand community needs and service expectations - Make city meetings more accessible to residents online - Source funding and implement plans for City Parks & Rec, streets/transportation options, utilities - Ensure adequate infrastructure to support community needs	- Update utility rates as needed - Support free vessel pump-out service - Continue implementing permit and land use approval process improvements - Continue and when possible, increase resources dedicated to capital improvement projects - Review/amend TIP to improve motorized and non-motorized transportation	- Develop an online citizen comment/reporting form - Conduct a citizen satisfaction survey* - Create a City-wide Communications Plan* - Update Public Works Standards - Conduct HOA fair - Implement hybrid Court system/electronic case management - Implement hybrid city meetings platform - Develop neighborhood traffic calming policy
Maintain small town character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure issues to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Foster safe, livable and attractive community - Decrease distance to get to a park or open space - Enhance walkability and pedestrian/cyclist safety	- Annually docket specific priorities in the Comprehensive Plan - Provide funding support for Harbor History Museum - Monitor State legislative activity - Provide funding support for Senior Center programming - Maintain/expand support for the Arts Commission and the arts in the city - Implement and support Sister City program* - Continue to fund Creative Endeavor Grants - Implement pedestrian and bicycle projects consistent with adopted Transportation Element	- Revise Municipal Code for short term rentals - Prepare 2024 Comprehensive Plan Periodic Update - Provide funding for Harbor History Museum Maritime Gallery project - Provide funding for Senior Center permanent home - Complete annexation study - Review Design Manual - Develop Housing Needs and Action Plan - Create Historic Preservation Committee - Review parking requirements for businesses and off-street parking - Support funding for youth and teen activities*
Promote environmental sustainability and preserve Gig Harbor's natural beauty	- Address climate change - Preserve tree canopy - Preserve and enhance natural character - Add undeveloped land to parks inventory	- Support free vessel pump-out service - Annually review Climate & Sustainability Action Plan (once developed)*	- Adopt Climate & Sustainability Action Plan* - Incorporate climate change into the City's Comprehensive Plan - Form Climate Action Committee* - Adopt Urban Forest Management Plan and update tree retention policies* - Develop recycling program in City parks - Install Civic Center electric vehicle charging station - Pursue opportunities to buy conservation parcels* - Annex parcels in City's park system - Update Stormwater Management and Site Development Manual - Assess gaps in public charging stations in the ROW for electric vehicles
Promote and enhance a dynamic and robust economy	- Develop a plan to increase promotion of our local business community - Increase vitality of the city's small businesses - Attract larger business to industrial zone - Maintain and enhance commercial fishing	- Support Downtown Waterfront Alliance and Chamber of Commerce - Promote tourism-related activities through lodging tax grants - Promote downtown businesses and events to bring in visitors - Continue collaboration with Pierce Transit for downtown trolley service - Produce annual Visitor's Guide - Annually evaluate effectiveness of tourism promotion and lodging tax - Continue supporting visitor-oriented media relations	- Design and construct Fishermen's Home Port - Create a Business Retention and Attraction Plan* - Evaluate and amend (if necessary) development regulations and fees - Develop and implement a small business fair*