

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, February 26, 2024 - 5:30 PM
Council Chambers

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE - Presented by Daisy Troop #42339

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

PRESENTATIONS

1. **Pierce County Opioid Task Force Update**
Opioid Task Force Coordinator Chelsea L. Amato
2. **State of Local Public Transportation in Pierce County**
Presented by Pierce Transit Government Relations Administrator Alexandra Mather and Executive Director of Planning and Community Development Ryan Wheaton

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. **City Council Minutes: City Council Meeting - February 12, 2024**
2. **Approval of Vouchers**
3. **Professional Services Contract with 3J Consulting for the Design of the Olympic Drive Right Turn Lane Extension Improvements.**

4. **Professional Services Contract Amendment #3 for 38th Avenue Improvement Project Phase 2**
5. **Public Works Construction Contract Award for Prentice Ave./Fennimore St. Half-Width Frontage Improvements**

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. **Department Updates - February 21, 2024**

BUSINESS ITEMS

1. **Ordinance 1522 Adopting Zoning Controls Pertaining to Site Specific Rezones and Height Restriction Area Variances, Amending Chapters 17.62, 17.100, 19.01 of the Gig Harbor Municipal Code**
Suggested Motion: Move to approve Ordinance 1522.
 - a. Staff Report: Community Development Director Carl de Simas
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action
2. **Resolution 1307 Providing for the Submission to the Qualified Electors of the City Of Gig Harbor at an Election to be Held on August 6, 2024, of a Proposition Authorizing an Increase to the Sales and Use Tax in Gig Harbor of one-Tenth of One Percent (0.1%) on the Selling Price to Maintain and Enhance Funding for Police Services and Community Safety**
Suggested Motion: Move to approve Resolution 1307.
 - a. Staff Report: City Administrator Katrina Knutson
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action
3. **Resolution 1308 Expressing Support for the April 23, 2024, City of Gig Harbor Proposition 1 Titled "Single-Year, Permanent Levy Lid Lift"**
Suggested Motion: Move to approve Resolution 1308
 - a. Staff Report: City Clerk Josh Stecker
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action
4. **MOU with Gig Harbor Sister Cities Council**
Suggested Motion: Move to authorize the mayor to execute the

MOU with Gig Harbor Sister Cities Council and appoint Councilmember Le Rodenberg as the city's representative to the Gig Harbor Sister Cities Council Executive Board.

- a. Staff Report: City Clerk Josh Stecker
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

COUNCIL REPORTS/ COMMENTS

PUBLIC COMMENT ON NON-AGENDA ITEMS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN

PUBLIC COMMENT & DECORUM

The city council desires to allow a maximum opportunity for public comment. However, the business of the city must proceed in an orderly, timely manner. The purpose of a council meeting is to conduct the city's business; 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. Anyone making "out of order" comments may be subject to removal from the meeting.

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

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

All remarks shall be addressed to the council as a body and not to any specific councilmember. All speakers shall be courteous in their language and deportment and shall not engage in or discuss or comment on personalities or indulge in derogatory

remarks or insinuations with regard to any councilmember, the mayor, or any member of the staff or the public.

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

Tacoma Pierce County Opioid Task Force

Gig Harbor City Council

Feb. 26, 2024

Chelsea Amato, Opioid
Task Force Coordinator



Tacoma-Pierce County
Health Department
Healthy People in Every Community
Page 5 of 151's

Agenda

- Opioid Task Force overview.
- Background.
- Current work.
 - 2024 Opioid Summit.
 - Fentanyl awareness campaign.
- Questions.



Opioid Task Force

- Collaboration between:
 - Pierce County.
 - City of Tacoma.
 - Elevate Health.
 - Health Department.
- Leadership and stakeholder structure.
- Committee focus and deliverables.
- Sponsor annual events and campaigns.



Objectives

- Create an effective regional strategy.
- Shift from tertiary prevention to wellness and primary and secondary prevention.
- Develop a more robust data sharing system.
- Broaden focus to include all substance use disorders (SUD).
- Sustain work with stakeholder funding and support.



Current Work

Align with County and State goals.

- Pierce County Behavioral Health Improvement Plan.
- Washington State Opioid and Overdose Response Plan.

Action-oriented.

- Prevention and education.
- Access to Treatment.
- Medication for Opioid Use Disorder (MOUD) integration.
- Overdose prevention.
- Anti-stigma.
- SUD Lived Experience Advisory Council.

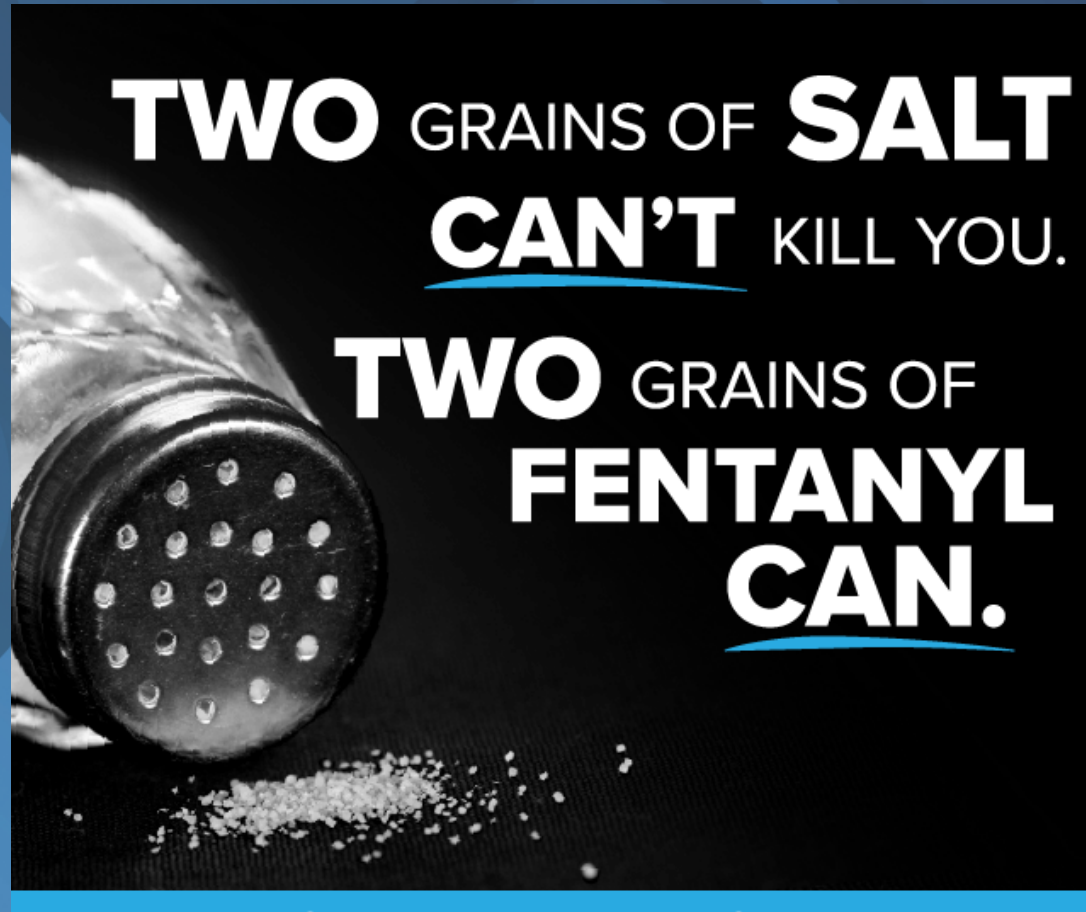


What we're doing

- Opioid Summit: March 21
8:30 a.m.-1 p.m.
Puyallup Pioneer Park Pavilion.
- Opioid Abatement Council: Develop regional plan for settlement funds.
- Youth fentanyl prevention campaign: Targets youth at risk of overdose.
- Pierce County Overdose Awareness Campaign: Coming in August.



All hands on deck to fight fentanyl



The ads:

- Drew 25.45 million impressions.
- Drove more than **75,000 visits** to the new fentanlyfacts.org website.
- Ran online, in theater, on billboards, radio, and TV.



We helped our helpers help youth

- Eight \$5,000 grants for creative projects that supported the campaign:
 - Short films.
 - Health Sovereignty gathering.
 - Keynote speakers.
 - Poster-making.
 - Mentoring.
 - Podcast.
- Paid for with Health Department funds.
- Check them out!
FentanylFacts.org/contracts



Questions?

Chelsea Amato

camato@tpchd.org



Tacoma-Pierce County
Health Department
Healthy People in Every Community

Opioid/Substance Use Disorder & Naloxone Resources



TACOMA-PIERCE COUNTY
OPIOID
TASK FORCE

Pierce County & WA State Opioid and Substance Misuse Resources:

Tacoma-Pierce County Health Department

[How to talk about Opioid Use Disorder | Tacoma-Pierce County Health Department \(tpchd.org\)](#)

Elevate Health

[Addressing the Opioid Crisis | Elevate Health](#)

Washington State Department of Health

[Drug User Health | Washington State Department of Health](#)

Addictions, Drug and Alcohol Institute

[Addictions, Drug & Alcohol Institute \(uw.edu\)](#)

Washington Recovery Help Line

[The Washington Recovery Help Line - 1.866.789.1511 - Find Support & Resources \(warecoveryhelpline.org\)](#)

Never Use Alone

[Meeting people where they are, on the other end of the line, one human connection at a time](#) or 1-800-484-3731

Pierce County & WA State Naloxone Access and Distribution:

Dave Purchase Project/Tacoma Needle Exchange Naloxone Distribution

Contact: 253-334-9576, www.tacomaneedleexchange.org/

Tacoma-Pierce County Health Department Community Naloxone Program

Monday-Friday, 5am-3:30pm; South entrance (Pacific Ave.) and stop by the screening station at 3629 S. D St. Tacoma, WA 98418; Contact Kayla Luke: (253) 649-1603, kluke@tpchd.org, www.tpchd.org/opioidtreatment

WA State Naloxone Locator

[Find naloxone near you | stopoverdose.org](#)

Washington State Department of Health

[Drug User Health | Washington State Department of Health](#)

[Overdose Education and Naloxone Distribution | Washington State Department of Health](#)

Medication for Opioid Use Disorder (MOUD) Treatment Services:

Washington Recovery Help Line Medication for Opioid Use Disorder (MOUD) Locator

[MOUD Locator - Washington Recovery Help Line \(warecoveryhelpline.org\)](#)

Tacoma-Pierce County Health Department Treatment Services & Meds First Program

www.tpchd.org/opioidtreatment

[Meds First | Tacoma-Pierce County Health Department \(tpchd.org\)](#)

Fentanyl Education:

[StopOverdose.org Fentanyl | Stopoverdose.org](#)

Laced and Lethal Campaign [Laced & Lethal | Learn About Fentanyl in King County \(lacedandlethal.com\)](http://lacedandlethal.com)

Talk Even If Campaign [Talk Even If | Protecting King County From Overdose](#)

OVERDOSE PREVENTION

PIERCE COUNTY

FREE NALOXONE VENDING MACHINES:

- **First United Methodist Church:**
 - 621 Tacoma Ave S, Tacoma
- **Moore Public Library:**
 - 215 S. 56th St, Tacoma
- **Recovery Cafe:**
 - 110 Train St. SE, Orting

Call 911 in the event of an overdose. The Good Samaritan Law protects you and the victim from drug possession charges.

NALOXONE DISTRIBUTION SITES:

- **Dave Purchase Project (Tacoma needle Exchange): Free**
 - Call 253-334-9576
- **Tacoma-Pierce County Health Department: Free**
 - M-F 5am-3:30PM 3629 S. D St., Tacoma (Pacific Ave Entrance)
- **Pharmacies:**
 - Low-cost with insurance at any pharmacy. Available over-the-counter for around \$40 per box.
- **People's Harm Reduction Alliance: Free**
 - Free delivery at <http://phra.org/mail-order-naloxone>

OVERDOSE PREVENTION RESOURCES:

- **Stop Overdose :** stopoverdose.org
 - Education on preventing overdose.
- **Never Use Alone :** [call 1-800-484-3731](http://call-1-800-484-3731)
 - Hotline protecting people using substances from overdose.
- **Laced and Lethal :** lacedandlethal.com
 - Education on fentanyl and substance use safety.
- **Washington Recovery Help Line :** [call 1-866-789-1511](http://call-1-866-789-1511)
 - Provides crisis support and referral to services.
- **Talk Even If :** talkevenif.com
 - Resources on how to talk to loved ones about substance use.





Opioid Crisis Response

Tacoma-Pierce County Opioid Task Force

Tacoma-Pierce County Opioid Task Force is a joint effort between Pierce County, City of Tacoma, Tacoma-Pierce County Health Department and Elevate Health. Subject matter experts, professionals, and people with lived experience make up the task force.

We want to:

- Prevent opioid misuse.
- Identify and treat substance use disorder.
- Improve the health and wellness of people who use drugs.
- Use data to detect, monitor, and evaluate interventions.
- Help people in recovery.
- Help community efforts.

Our response plan will help:

- Lessen past harm and prevent future harm from opioids and other substances.
- Advise on the use of local resources and prioritize resources accordingly.
- Coordinate activities across agencies.
- Support connection between:
 - Local agencies.
 - Local governments.
 - Health care organizations.
 - Academic institutions.
 - Civic and philanthropic organizations.
 - The public.
- Give context and history to the opioid epidemic.

Our committee goals include:

- **Prevention and education**—Increase knowledge about and prevent substance use disorders in youth, families and communities.
- **Access to treatment**—Ensure people get the right physical and mental health services.
- **Medication for Opioid Use Disorder (MOUD) Integration**—Increase access to medications for opioid use disorders.
- **Transportation**—Find ways to help people get to services, treatment, and information about opioids.
- **Anti-Stigma**—Improve community understanding of substance use disorder to build support and eliminate barriers of stigma around harm reduction, treatment, and recovery.

In 2022, Pierce County began the process of receiving opioid settlement funding. **Future funding priorities** in the county include:

- Social services that address root causes, including trauma informed care.
- County-wide harm reduction initiatives, including naloxone access and distribution.
- Increased network of prescribers of medications for opioid use disorder, including:

- Jails.
- Emergency departments.
- Medical vans.

Opioid Task Force includes executive sponsors and a steering committee with representation from Pierce County Council, City of Tacoma Council, Tacoma-Pierce County Health Department, and Elevate Health. Committee and task force members include many stakeholders.

The 4 sponsoring organizations provide leadership for the Task Force on the Executive Committee. Members participate in quarterly meetings of the whole and monthly committee meetings. Task Force staff, housed at the Health Department, facilitate and support all Opioid Task Force meetings and coordinate the annual Opioid Task Force Summit.

All are welcome to participate in Task Force activities.

Executive Sponsors

Cindan Gizzi, Interim Director of Health, Tacoma-Pierce County Health Department

Jani Hitchen, Pierce County Councilmember

John Hines, City of Tacoma Councilmember

Opioid Task Force Members

Community Health Care

Eleanor Health

Community Health Plan of Washington

Community Health Care

Tacoma Fire Department

Northwest Integrated Health

We Care Daily Clinics

Pierce County Alliance

Recovery Beyond

Metropolitan Development Council

Emergent BioSolutions

Tahoma Indian Center

Cowlitz Indian Tribe

Kaiser Permanente

Tacoma Needle Exchange

Pierce County District Court

Tacoma Public Library

Multicultural Family Health Center

Answers Counseling

Bethel School District

Carelon Behavioral Health

United Healthcare

MultiCare

State of Local Public Transportation in Pierce County



A Little About Pierce Transit



By the Numbers

4

Services Provided

bus, paratransit, rideshare, microtransit

292

Square Miles

of service area

13

Cities/Towns Served

and parts of unincorporated Pierce County

31

Local Bus Routes

5.5M

Rides Annually

data from 2022

877

Employees

88% service/maintenance, 12% admin

By the Numbers (continued)

85%

Funding From Sales Tax

0.6%

Sales Tax

of 0.9% sales tax
WA State allows



Pierce Transit also receives funding
from Sound Transit for contracted services

Sound Transit Partnership



- Pierce Transit employees drive and maintain ST Express buses
- Provides 300+ jobs in Pierce County
- Financial support for a portion of Pierce Transit's operations
- Partnership at Tacoma Dome Station
- \$60M from ST3 for Tacoma-to-Spanaway High-Capacity line

Vision and Priorities

- Provide safe, equitable transportation services
- Recruit and retain a committed, diverse workforce
- Offer riders personalized, convenient options
- Pursue even cleaner carbon footprint
- Deliver desirable transit service to support economic prosperity
- Continue to be a strong community partner





Pursuing Equity in our Service

- View service delivery through equity lens
- Create specific projects, such as multiple languages and ADA guidance and response process throughout system
- Increase access with new ORCA Lift fare and Youth Ride Free initiative
- Establish Behavioral Health response program

Community Partnerships

Community Transportation
Advisory Group (CTAG)

Joint Base Lewis-McChord
Interlocal Agreement

Apprenticeships

Lending expertise to
public entity fleet managers

Emergency
Management

Good to Give Social Corporate
Responsibility team

Some of Our Major Initiatives

Base Modifications

Reconfiguring and expanding base footprint to allow electrification and future High-Capacity Transit fleet

Bus System Recovery Plan

Reallocating agency resources to better meet the needs of riders in a post-COVID era

First-Last Connections

Improving first-last connections near our routes to increase access, mobility and safety for everyone in our communities

High-Capacity Transit

Delivering first of five High-Capacity transit (Enhanced Bus) lines to South Puget Sound

High-Capacity Transit Enhanced Bus



FREQUENT

Bus runs every
10-15 minutes



ACCESSIBLE

Buses allow for
wheeled access



CONNECTED

Key stops between
centers and institutions



EFFICIENT

Seamless rider
experience



EASY

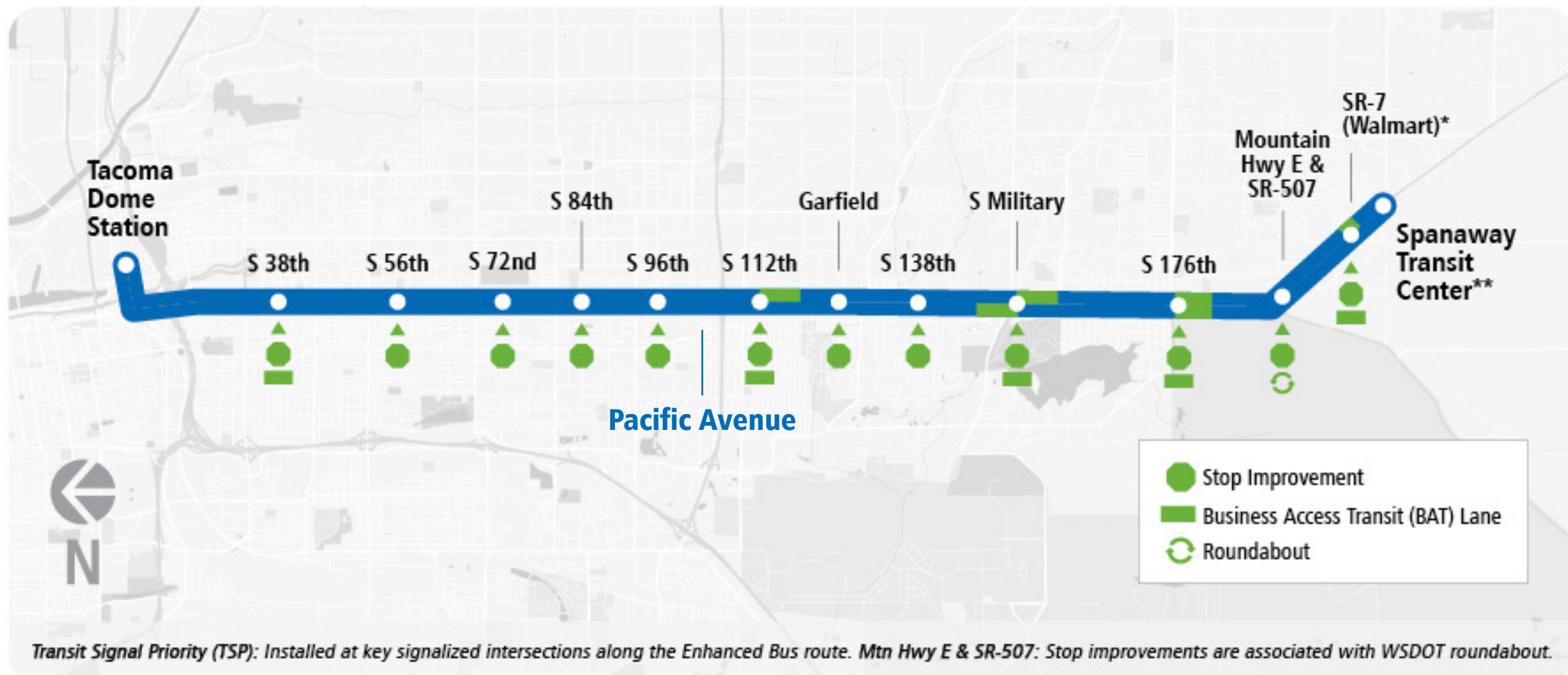
Unique branding and
less stops for a faster trip



RELIABLE

Green lights
hold for buses

Enhanced Bus Route Map



*SR-7 (Walmart) is a Northbound stop only, there is no Southbound stop. **Spanaway Transit Center only serves as a turnaround for buses until its construction is complete.

[illegible]

- Enhanced bus is a frequent high-capacity transit service serving as a launching pad toward future BRT
- BRT network is maintained in Pierce Transit's Long Range Planning focus
- Introduces transit speed and reliability elements in a phased approach that support Enhanced Bus and future BRT:
 - Transit Signal Priority (TSP)
 - Select bus stop improvements
 - Business Access Transit (BAT) lanes

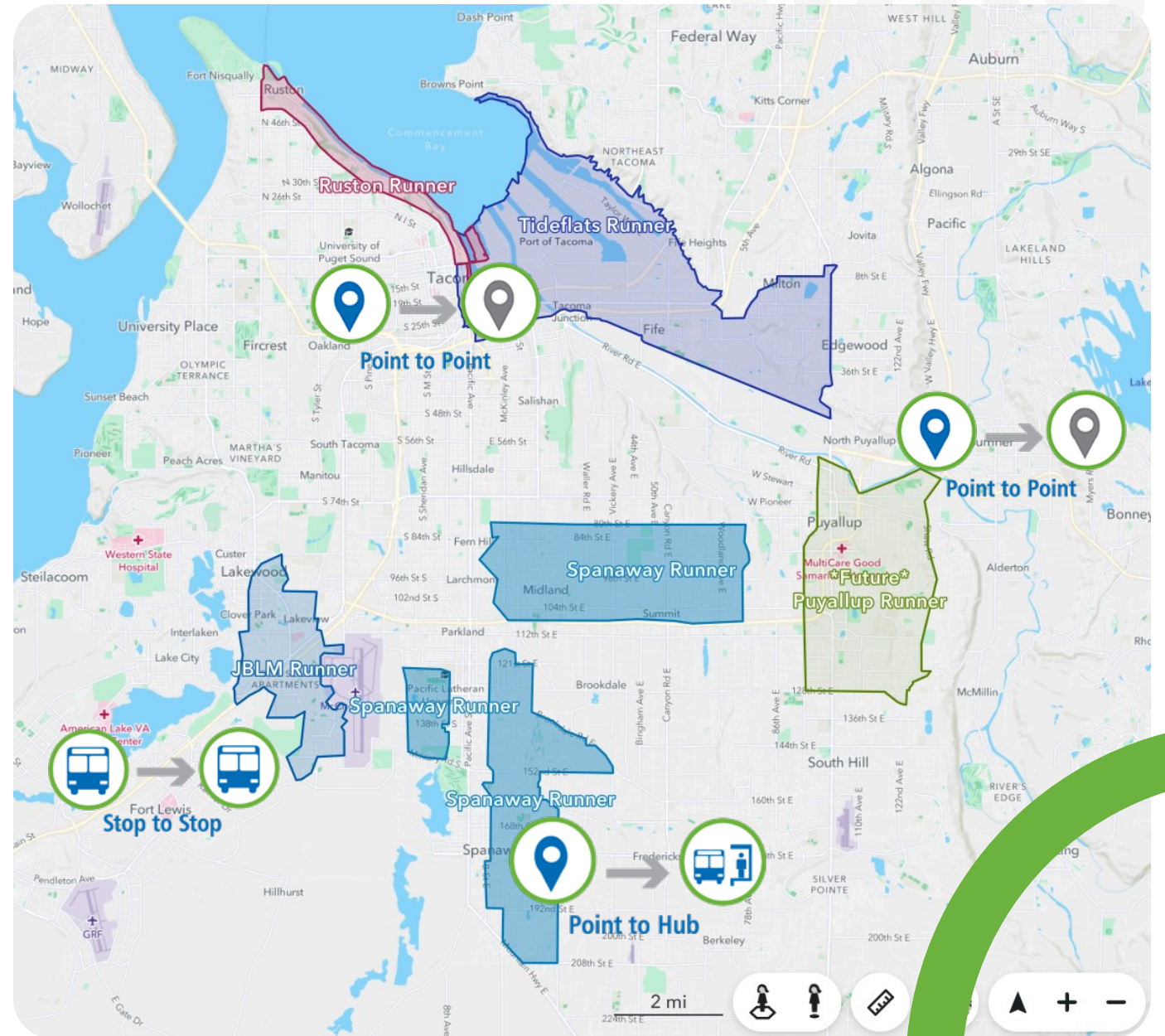


Runner Service Information

- Operates 7 days a week (7 a.m. – 10 p.m.)*
- <15 minute wait time
- Utilizes minivans
- Same fares and payment methods as bus (excluding cash)**
- Can schedule with app or call-in
- Ride pooling flexibility

*JBLM Runner operates Monday – Friday
7 a.m. – 9:30 a.m. and 3 p.m. – 6:30 p.m.

**JBLM Runner accepts exact cash



Other Significant Capital Projects



- System-Wide Bus Shelter Replacement
- Zero emission fleet study, expanding ZEB fleet, charging enroute
- New transit center; updates to existing transit centers, Park & Rides
- Work at Tacoma Dome Station, state's largest regional transit hub

Urban Transit Agency Metrics

Agency	County	Taxing Authority	Operating Budget	# of Routes (Service pop. in 2022)	HCT Network	# of Frequent Routes <i>20 min or less</i>
Community Transit	Snohomish	1.2%	\$179,582,719	46 (613,289)	Yes	2
Spokane Transit	Spokane	0.8%	\$157,044,144	50 (459,007)	Yes	8
Pierce Transit	Pierce	0.6%	\$114,623,510	31 (596,645)	No	1

Connect With Us

COMMUNITY EVENTS • SOCIAL MEDIA • PODCAST • SUBSCRIBE



Questions?



MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, February 12, 2024 - 5:30 PM
Council Chambers

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

CHANGES TO THE AGENDA

PRESENTATIONS

1. **Oath of Office for Police Officer Alexa Ejde** Mayor Markley administered the oath of office for Police Officer Alexa Ejde.
2. **Red Cross Month Proclamation** Mayor Markley presented the proclamation to Larry Bleich, American Red Cross Community Volunteer Leader

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

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

VOTE: Unanimously approved.

1. **City Council Minutes - City Council Study Session - January 11, 2024; City Council Study Session - January 18, 2024; City Council Meeting - January 22, 2024; City Council Study Session - January 25, 2024; City Council Retreat - February 2, 2024**
2. **Approval of Vouchers: Check Numbers 105277 through 105406 and ACH payments in the amount of \$1,649,072.64.**
3. **Approval of Payroll: Check numbers #8502 through #8503 and direct deposit transactions in the total amount of \$567,973.03.**
4. **Professional Services Contract for Design of Peacock Hill Half-Width Roadway Improvements**
5. **Resolution 1306 Approving the Final Plat for the Edwards Drive Plat, Located West of and Adjacent to the Gig Harbor United Methodist Church and Southwest of Edwards Drive**
6. **Appointment of Stephen McDuffie to Parks Commission**

MAYOR'S REPORT Mayor Markley reported on City Administrator Katrina Knutson's appointment to the AWC legislative advisory board and the passing of John Jerkovich.

CITY ADMINISTRATOR'S REPORT City Administrator Katrina Knutson reported on legislative activity in Olympia, staff ICS training, progress on a new lease agreement with the YMCA for the Gig Harbor Sports Complex, the Purdy Urban Growth Area, and Code Compliance Officer Adam Blodgett's certification.

1. Department Updates - February 7, 2024

BUSINESS ITEMS

- 1. Resolution 1305 Calling for a Special Election to be Held in the City on April 23, 2024, for the Purpose of Authorizing a Single-Year, Permanent Property Tax Levy Lid Lift Starting in 2025 to Provide for the Continual Provision of Public Safety, Streets and Park Maintenance, and Other Governmental Services; Setting Forth the Ballot Title Therefore; and Requesting that the Pierce County Auditor Place the Proposition on the April 23, 2024, Ballot** City Administrator Katrina Knutson introduced the resolution.

Public comment was provided by Melinda Stuart, Michelle Jensen, Julie Martin, Kit Kuhn, Dave Mumper, Gloria Switzer, and Jarrat Mowery.

MOTION: Move to approve Resolution 1305 and authorize the mayor to execute a professional services contract with a communications firm to relay facts and information regarding the levy lid lift to the community in an amount not to exceed \$30,000 (Barber/Lykins).

VOTE:

Yes: Mary Barber, Le Rodenberg, Brenda Lykins, Seth Storset, Ben Coronado

No: Roger Henderson, Jeni Woock

- 2. Selection of "For" and "Against" Committees for Gig Harbor Proposition 1 on the April 23, 2024, Special Election** Council appointed Robyn Denson, Julie Martin, and Kevin Entze to the "For" committee, with Julie Martin acting as spokesperson. Council appointed Melinda Stuart, Kevin MacDonald, and Marjorie Van Nuis to the "Against" committee with Melinda Stuart acting as spokesperson.
- 3. Ordinance 1519 Relating to Buildings and Construction; Adopting the 2021 Editions of the International Building Code, the International Residential Code, the International Mechanical**

Code, the International Fuel Gas Code, the International Fire Code, the International Existing Building Code, the International Wildland-Urban Interface Code, the International Energy Conservation Code and the Uniform Plumbing Code by Reference; Repealing Chapters 15.02 And 15.20, As Well as Making Certain Clean-Up Amendments, Amending Gig Harbor Municipal Code Sections: 15.06.020, 15.06.060, 15.08.060, 15.10.040, 15.10.060, 15.12.030, 15.14.040, 15.16.050, 15.18.070 and 15.22.065. Building Official/Fire Marshal Paul Rice introduced the ordinance.

MOTION: Move to approve Ordinance 1519 (Woock/Coronado).

VOTE: Unanimously approved.

4. **Rezone of Pierce County Assessor Parcel Number 7650000020 from the Waterfront Millville (WM) District to the Waterfront Commercial (WC) District** Community Development Director Carl de Simas introduced the resolution and ordinance. Comment was provided by Reuben Schutz on behalf of the applicant.

MOTION: Move to approve Resolution 1302 and Ordinance 1520 (Henderson/Barber).

VOTE:

Yes: Mary Barber, Le Rodenberg, Brenda Lykins, Roger Henderson, Seth Storset, Ben Coronado

No: Jeni Woock

5. **Consideration for Removing Pierce County Assessor Parcel Numbers 0221068037, 0221068036, 0221064172, 0221064173, 0221064174, 0221064177, 0221068039, and 0221068040 from the Height Restriction Overlay District** Community Development Director Carl de Simas introduced the resolution and ordinance. Comment was provided by Reuben Schutz on behalf of the applicant.

MOTION: Move to approve Resolution 1301 and Ordinance 1521. (Roger Henderson/Jeni Woock).

VOTE: Unanimously approved.

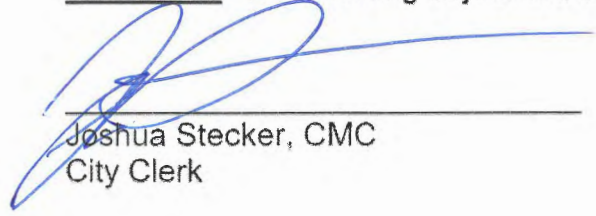
COUNCIL REPORTS/ COMMENTS Councilmember Woock reported on an upcoming study session. Councilmember Rodenberg reported on attending the Sister Cities Council meeting.

PUBLIC COMMENT ON NON-AGENDA ITEMS Kit Kuhn commented on the closure of Ancich Netshed. Lynn Stevenson commented on public comment responses.

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN The meeting adjourned at 8:28 p.m.



Joshua Stecker, CMC
City Clerk



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

Meeting Date: February 26, 2024

SUBJECT: Professional Services Contract with 3J Consulting for the Design of the Olympic Drive Right Turn Lane Extension Improvements.

SUBMITTED BY: Project Engineer Marcos McGraw

DEPARTMENT: Public Works

PHONE: (253) 853-2647

SUGGESTED MOTION: Move to authorize the mayor to execute a professional services contract with 3J Consulting, Inc. in an amount not to exceed \$145,247.00.

BACKGROUND INFORMATION: The existing right turn lane on Olympic Drive eastbound to Point Fosdick Drive southbound was built to mitigate the traffic impacts created by the Fred Meyer shopping complex to improve the operation of the intersection. More stacking distance is now needed in this lane to maximize overall intersection efficiency and reduce delay times. This design will extend the right turn lane by approximately 250 feet to the west. This project is identified in the city's 2023-24 budget as objective #14 of the Streets Capital Fund.

FISCAL CONSIDERATION: The 2023-24 budget allocated \$ 150,000.

Expenditure Required: \$ 145,247.00	Amount Budgeted: \$150,000.00	Appropriation Required: \$0
--	----------------------------------	--------------------------------

ATTACHMENTS:

1. Professional Services Contract with 3J Consulting for the Design of the Olympic Drive Right Turn Lane Extension Improvements

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
3J CONSULTING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and 3J Consulting Inc., an Oregon corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Olympic Drive Right Turn Lane and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Forty-five Thousand Two Hundred Forty-seven Dollars and Zero Cents (\$145,247.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: John Howorth, President
3J Consulting, Inc.
748 Market St, Ste 301
Tacoma, WA 98402
253-470-4675, x205

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

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

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

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

CONSULTANT

DocuSigned by:
By: 
Its: President
FILED 2018 APR 14 22...

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

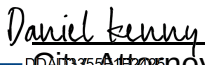
DocuSigned by:

City Attorney

EXHIBIT A – SCOPE OF WORK

Contract Statement of Work
Delivery Schedule and Summary of Estimate for Services

CSP-2318
OLYMPIC DRIVE (RIGHT-TURN LANE ADDITION)

City of Gig Harbor
Project Engineer: Marcos McGraw
3510 Grandview Street
Gig Harbor, WA 98335
253-853-2647
mmcgraw@gigharborwa.gov

3J Consulting, Inc.
Project Manager: Brian K. Feeney, PE
748 Market Street, Suite 301
Tacoma, WA 98402
253-470-4675, Ext 205
brian.feeney@3j-consulting.com

PROJECT UNDERSTANDING AND WORK SCOPE FOR COMPLETE PROJECT

This statement of work is for civil design, including public involvement, and bid document preparation for a right-turn lane extension to include pavement widening, striping, curb, sidewalks, two commercial driveway entrances, drainage and street lighting along the south side of Olympic Drive, west of the Point Fosdick intersection. The project is approximately 300-lf in length. The basis of design will be based on the Traffic Analysis, dated 9/08/2023, prepared by others. The City of Gig Harbor (Agency) has project management responsibility for this project with 3J Consulting, Inc. (3J) providing assistance with project management, design and engineering services, public involvement assistance, and other tasks provided in the scope below.

SPECIFIC SCOPE OF SERVICES

The following services are for the entirety of the project through the bidding, which is to be completed by 3J staff and subconsultants. The deliverables are listed for each task. Tasks include survey, geotechnical, traffic, and civil engineering design. The tasks below are the result of our phone conversations and preliminary Scope of Services estimate, dated October 2, 2023, meeting on December 11, 2023 with City staff and efforts as we understand them to be at this time. All work performed under this scope of work will be done in accordance with the City of Gig Harbor design standards and supplemented with Federal and State standards when applicable.

The project team includes:

Owner	City of Gig Harbor
Prime Consultant	3J Consulting, Inc
Civil Engineer	3J Consulting, Inc
Drainage Engineer	3J Consulting, Inc
Survey	Lanktree Land Surveying
Geotechnical Engineer	HWA GeoScience
Traffic Engineer	DKS Associates

The design services work scope outlined below is anticipated to complete the project through bidding.

Task 1.0	Management and Administration
Task 2.0	Survey Services
Task 3.0	Geotechnical Services
Task 4.0	30% Design/Roll Map
Task 5.0	Final Design
Task 6.0	Bid Support
Task 7.0	Traffic Engineering
Task 8.0	Management Reserve (CONTINGENCY TASK)

Preliminary Milestone Schedule

Below is a preliminary schedule of major milestones for the project. After notice to proceed, the consultant will provide a detailed schedule as described in Task 1.

Notice to Proceed (NTP)	February 2024
Survey Completed	March 2024
30% Design	April 2024
60% Design	May 2024
90% Design	June 2024
100% Design	July 2024
Bid Advertisement Ready	August 2024

TASK 1.0 Project Management

Project Administration

The duration of the project planning and design effort through bidding is assumed to be seven (7) months, starting approximately February 2024 and running through August 2024. The following items are included:

- Provide management, coordination, and direction to the project team and subconsultants for completing the project on time and on budget.
- Provide assistance in the day-to-day management and decision making for the project.
- Prepare and administer subconsultant contracts.
- Track project costs and budgets on a monthly basis.
- Prepare monthly invoices for project and monthly summary reports. Seven (7) invoices and summary reports are included.

Project Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City of Gig Harbor and others as needed. These will be scheduled and attended by the City's Project Manager. Other participants may include affected utility providers, key sub-consultants, and a representative of Gig Harbor Operations Division. These meetings will have a specific agenda addressing and resolving project issues as they are encountered. These meetings may be either in-person or virtual, depending on the nature of the meeting.



- Schedule and attend a one (1) hour Project Kickoff Meeting with the City, 3J Project Manager and Designer, and appropriate subconsultants project managers, if required. Prepare and distribute project information including team member list, copies of the contract, deliverable expectations list, draft project schedule, and electronic file structure information. Prepare meeting agenda and summary notes.
- Conduct monthly coordination/technical team meetings with the City of Gig Harbor and design staff to coordinate the project. These meetings will include the design engineer or project manager depending on the agenda. Assume seven (7) meetings, one (1) hours each in duration attended by 3J at either the City offices, or a virtual conference call. Prepare the meeting agendas and summary notes for the meetings.
- Complete review at the completion of the 30%, 60%, and 90% Design phases. This will include discussing review comments from the design team and City of Gig Harbor. Assume the 30% review will be completed at a monthly coordination meeting or be limited to 30-60 minutes, 60% and 90% review meetings will anticipate two (2) separate meetings, two (2) hours each and attended by 3J at the City offices or virtually. Prepare the meeting agendas and summary notes for meetings.

Project Scheduling

- Prepare and submit a detailed activities list and schedule to the City following the notice-to-proceed and kick-off meeting. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points.
- Revise project schedule to reflect changes in the project. Schedule updates will be completed following key milestones, or as requested by the City.

Quality Control

Manage and conduct quality control reviews of the 30%, 60%, 90% and final submittals to the City. Consultant shall log all review comments received from the Agency. This log must contain the Consultant's response to each of the comments; note how and if the comment was incorporated into the final deliverable.

- Set up review periods identified, and reviewers established.
- Established reviewers will review all deliverables before submission to the City.

Task 1 Deliverables:

The following deliverables are part of this task:

- Monthly Summary Reports with monthly invoices.
- Draft schedule to be presented after Kickoff Meeting.
- Monthly schedule updates, as coordinated with the City.
- Meeting Agenda and materials distributed prior to meetings.
- Attendance and participation at meetings as described herein.
- Draft summary notes (including action item / decision log and risk/issue log).
- Quality Control review of project deliverables.



TASK 2.0 Survey Services (Lanktree)***Surveying***

Consultant (Lanktree) shall provide labor, equipment, and materials to complete the surveying needs for the project. Surveying on this project includes establishing a control network and performing topographical mapping within the defined topographical limits. All deliverables must be reviewed and stamped by Consultant's Professional Surveyor (PLS) registered in the State of Washington.

The project limits will include the road centerline to the south right-of-way boundary, along Olympic Drive from the eastern driveway of the gas station at corner of Point Fosdick & Olympic to 50-ft west of the Metropolitan Market driveway on the western side of the project.

Right-of-Way Survey

- Surveyor will establish South right-of-way line through project area based on centerline control monumentation and records found during research for surveys and adjoining deeds found on-line with Pierce County Auditor and as-built data from agency.

Topographic Survey

- Surveyor will survey the topography and observable improvements within the project limits. Subconsultant will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located (e.g., wetland flags, soil test pits, and septic test pits). The Topographic Survey will be prepared using NAVD88 vertical datum, NAD 83/91 HARN State Plane South or 83/11 horizontal datum, as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible. The topographic survey will be prepared in AutoCAD format and a PDF Format.

Utility Locates

- Surveyor will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities.

Deliverables:

The following deliverables are part of this task:

- Topographical survey Base map in AutoCAD v2018 Civil 3D compatible Format.
- DTM compatible with AutoCAD, Civil 3D.
- Copy of original survey field notes.
- Existing conditions base map in pdf format, including utility company line work.



TASK 4.0 Geotechnical Services (HWA)***Geotechnical***

Consultant (HWA GeoSciences) shall provide labor, equipment, and materials to complete the geotechnical needs for the project. Geotechnical services on this project includes verifying existing pavement sections, providing recommendations and light pole foundation support recommendation. All deliverables must be reviewed and stamped by Consultant's Professional Engineer (PE) registered in the State of Washington.

Project Management

- Geotech to attend one (1) kick-off meeting and attend up to two (2) team meeting and prepare monthly invoices as required for sub-consultant.

Geotechnical and Pavement Evaluation

- Collect and Review Available Geotechnical Data: HWA will review all readily available geotechnical information from the vicinity of the proposed project. This will include a review of the existing sidewalk locations, existing geotechnical reports for adjacent project sites, available geologic maps, online databases, and HWA's library of geotechnical explorations to provide insight into the site soil conditions.
- Plan Field Exploration Program: HWA will plan and coordinate the geotechnical and pavement exploration program for the project. The exploration program will consist of drilling one (1) geotechnical boring and three (3) pavement cores to provide data for luminaire design and verification of the existing pavement section.
- Mark and Verify Utility Locates: HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA will make an additional site visit to verify that the proposed locations of the pavement cores and borings are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment. HWA will also utilize private utility locates on the day of drilling/coring to further assess the clearance of the subgrade from any buried public or private utilities.
- Generate Geotechnical and Pavement Subsurface Explorations Work Plan: HWA will prepare a Geotechnical and Pavement Work Plan Memoranda for the proposed exploration program. HWA will also coordinate with the City and design team and develop site specific traffic control plans for each proposed geotechnical exploration. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations.
- Conduct Pavement Cores: HWA will conduct up to three (3) pavement cores which is anticipated to take approximately one (1) day of field work. Cores will consist of 6-inch diameter core holes advanced through the pavement. The explorations will be advanced between 2 to 3 feet below the base of the pavement to identify the depth of the aggregate base and the conditions of the subgrade soils below the pavement. Core holes will be backfilled with Crushed Surfacing Top Course to the base of the existing pavement and with Aquaphalt up to the top of the pavement surface.
- Conduct Geotechnical Explorations: HWA will conduct one (1) geotechnical boring completed to a depth of about 25 feet along the project corridor near the location of new luminaire foundations. No ground water monitoring is proposed for this exploration, such that assessment of the suitability for the site to allow use of infiltration will not be evaluated.



- The boring will be drilled with either a truck or track mounted drill rig. Given limited space on the shoulder and anticipated utility obstructions, we anticipate that the boring location will have to be shifted into the traffic lanes and will require a single-lane closure.
- Traffic control for borings that have to be located in traffic lanes will include shoulder and single lane closures. Any anticipated lane closures will require flaggers assistance.
- The geotechnical borings will be logged by an HWA geotechnical engineer or engineering geologist. The borings will be backfilled per the department of ecology requirement. Samples will be screened visually for signs of contamination. All non-contaminated drilling spoils will be drummed and transported off-site for disposal by the driller.
- Generate Summary Logs and Assign Laboratory Testing: HWA will prepare summary boring logs, photo core logs, and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will include moisture content, hydrometers, and grain-size distribution.
- Luminaire Pole Design: HWA will review the exploration data and provide recommendations for lateral bearing pressures for use in determining the appropriate standard foundation to use for luminaire pole design. Assumes that soil strength will be sufficient to allow for use of WSDOT and/or City of Gig Harbor standard plans.
- Verify Pavement Section Based on Core Logs: HWA will review the core hole logs and present the thicknesses of the Hot-Mix Asphalt (HMA) section and the aggregate base observed at the three corehole locations.
- HWA QA/QC: All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team or the City of Gig Harbor. Geotechnical Report will be prepared by a certified soils scientist, prof engineer, geologist, or hydrogeologist licensed in the state of Washington.
- Prepare Draft and Final Geotechnical Memorandum: HWA will prepare a draft geotechnical memorandum summarizing the results of the subsurface exploration program, including logs, laboratory test results, and a description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features. Geotechnical recommendations will be limited to assessing suitability of using Standard foundation design for luminaires and pavement section.

Deliverables:

The following deliverables are part of this task:

- Geotechnical Work Plan Memorandum
- Draft Geotechnical Memorandum
- Final Geotechnical Memorandum

Assumptions:

- All geotechnical borings conducted through the roadway will be patched with Aquaphalt. No saw cuts and hot mix asphalt patches will be required.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.

- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- The borehole locations will be surveyed by others.
- Soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of about 2½ feet to a depth of 20 feet and at intervals of about 5 feet to the depth of termination.
- All Geotechnical Explorations and Pavement Coring will be completed during daylight weekday work hours. The anticipated work hours will be from 8AM to 5PM.
- HWA or their sub-consultant will be responsible for temporary traffic control, including flagging for any required lane closures during soil borings.
- Infiltration rates can be estimated using grain-size methods and no field infiltration testing will be required. If soils require field infiltration testing to determine infiltration rates additional testing will be required.

TASK 4.0 30% Design/Roll Map (3J)

The Consultant team will utilize the survey base mapping to prepare a 30% Design Roll Map for the project limits along Olympic Drive. This mapping will be used to determine the next steps in the design process.

Site Visit to Confirm Mapping and Site-Specific Constraints

- Conduct site visit along project limits to confirm mapping including culverts, existing water quality swale extents, conveyance ditches, utility crossings, utility poles, fences, landscape encroachments, mailbox locations and potential constraints to locating the turn lane and pathway within the available right-of-way.
- Perform a drone flight within the project limits to be used for reference in the project.
- Prepare roll map of project limits with updated information found during the site visit.
- Based on survey and site observations, select potential sidewalk alignment, and identify constraints that have the potential to create additional property impacts or increased construction costs.
- Compile sidewalk options and constraints onto roll maps.
- Provide materials and exhibits for City use in the outreach meeting.

Develop 30% Preliminary Plans

- Prepare preliminary roll map to the 30% level of completion based on the horizontal alignment.
- Prepare initial recommendations for the crossing improvements at the driveway intersections, ramps, and landings, including potential grade issues.
- Review the alignment design based on the potential utility, landscape, and cost impacts.
- Prepare potential grade issues and initial recommendations for ADA landings and ramps.

Stormwater Management 30% Design/Constraints

- Compile conceptual stormwater options and constraints memo, including conceptual stormwater details and exhibits. Stormwater design & details to follow COGH Stormwater Manual & PW Standards
- Compile stormwater options and constraints onto roll map.

Review Meeting with City Staff to Review 30% Design/Constraints

- Set up and attend one (1) review meeting with City staff.

- Work with City to select final option to carry into the final design phase.
- Identify potential Temporary Construction Easement and/or right-of-way needs for the project.

Preliminary Cost Estimate

- Prepare a preliminary construction cost estimate based on the approved 30% alignment for right-of-way, street construction, and other construction costs.

Deliverables:

The following deliverables are part of this task:

- 30% Design/Constraints Roll Map.
- Decision log and action item summary resulting from meeting.
- Stormwater design/constraints memorandum and roll map.
- Provide preliminary wall alignment and elevations, if required.
- Preliminary Construction Cost Estimate

TASK 5.0 Final Design (3J)

The design will consist of the new right turn lane and sidewalk along the south side Olympic Drive.

Design plans will be prepared after the alignment and roadway section have been established. The plan scale will generally be 1"=20' for 22"x34" plans, unless otherwise noted in the plan index at the end of this scope of services.

Task 5.1 60% Submittal

- Prepare plan and profile sheets to the 60% level of completion based on the horizontal and vertical alignment, including utility lines and laterals.
- Prepare 60% grading limits for interim right-of-way/temporary construction easements.
- Prepare grading limits for 60% design including limits for driveways and retaining walls.
- Prepare 60% design for the ADA crossing improvements at the driveways.
- Review the alignment design based on the identified utility, landscape, and cost impacts.
- Prepare and finalize typical sections for sidewalk based on site constraints and decisions made during review of the 30% design.
- Complete drainage and water quality improvements based on the City's street and drainage standards.
- Develop drainage on street plans to 60% based on findings from the 30% Plans. The design will address existing conditions, impacts to existing storm pipes and designed improvements.
- Prepare 60% design and details for the water quantity and retention improvements.
- Prepare Preliminary Drainage Design Report
 - Compile project design decisions, meeting notes, review comments, stormwater report, engineer's opinion of potential construction cost and 60% design plans for submittal to the City.
 - Meet with the City to review design report and to obtain approval to proceed to final design.
- Prepare Outline of Technical Specifications
 - Identify appropriate technical sections from 2024 WSDOT standard specifications to be included in project specifications.

- Develop modifications to City of Gig Harbor special technical specification sections necessary to address project specific issues or design elements.
- Select measurement and payment method for each project element.
- Based on the above, prepare outline of the technical specifications including any potential special provisions based on the 60% design.
- Prepare updated construction cost estimate based on 60% design.
- Prepare for and attend 60% one (1), two (2) hour review meeting with the City.

Task 5.1 - 60% Deliverables:

- 60% Construction Plans
- Preliminary Storm Water Report.
- Outline of Technical specifications.
- Updated Engineer's opinion of construction cost based on 60% design.

Task 5.2 90% Submittal

Prepare 90% Construction plans based on the City's comments to the 60% submittal.

- Prepare plan and profile sheets to the 90% level of completion based on the horizontal and vertical alignment, including utility lines and laterals.
- Prepare 90% grading limits for interim right-of-way/temporary construction easements.
- Prepare grading limits for 90% Design including limits for driveways and retaining walls.
- Prepare final design for the ADA crossing improvements at the driveways.
- Review the alignment design based on the identified utility, landscape, and cost impacts.
- Prepare and finalize typical sections for sidewalks based on site constraints and decisions made during review of the 60% Design.
- Prepare draft site specific details for the project.
- Complete drainage and water quality improvements based on the City's street and drainage standards.
- Develop drainage on street plans to 90% based on findings from the 60% Plans. The design will address existing conditions, impacts to existing storm pipes and designed improvements.
- Prepare 90% Design and details for the water quantity and retention improvements.
- Prepare Preliminary Drainage Design Report
 - Compile project design decisions, meeting notes, review comments, stormwater report, engineer's opinion of potential construction cost and 90% design plans for submittal to the City.
- Prepare Technical Specifications
 - Finalize modifications to technical specification sections addressing project specific issues and design elements.
 - Complete measurement and payment section for each project pay element.
 - Finalize special provisions based on project constraints, property owner input, and identified construction impacts.
 - Prepare final technical specifications including special provisions based on the 90% design.
- Prepare updated construction cost estimate based on 90% design.
- Prepare for and attend 90% one (1), two (2) hour review meeting with the City.



Task 5.2 - 90% Deliverables:

- 90% Construction Plans
- Final Storm Water Report.
- Technical specifications.
- Engineer's Opinion of Construction Cost based on the 90% Design.

Task 5.3 100% Submittal

Prepare 100% Construction plans based on the City's comments to the 90% submittal. Final deliverables will be reviewed and stamped by Consultant's Professional Engineer (PE) registered in the State of Washington.

- Prepare plan and profile sheets to the 100% level of completion based on the horizontal and vertical alignment, including utility lines and laterals.
- Prepare grading limits for 100% design including limits for driveways, retaining walls and slope easements.
- Prepare final design for the ADA crossing improvements at the driveways.
- Prepare final site specific details for the project.
- Complete drainage and water quality improvements based on the City's street and drainage standards.
- Prepare 100% design and details for the water quantity and retention improvements.
- Prepare Technical Specifications
 - Finalize modifications to technical specification sections addressing project specific issues and design elements.
 - Complete measurement and payment section for each project pay element.
 - Finalize special provisions based on project constraints, property owner input, and identified construction impacts.
 - Prepare final technical specifications including special provisions based on the 90% design.
- Prepare updated construction cost estimate based on final design.

Task 5.3 - 100% Deliverables:

- 100% Construction Plans. F
- Technical specifications.
- Engineer's Opinion of Construction Cost based on the 90% Design.
- Final PS&E package to be submitted in PDF, Word, Excel, and CAD formats

TASK 6.0 Bid Support (3J)**Bid Support**

- Provide design engineer for reviewing and answering questions via City interface with bidders.
- Support City in preparation of up to two (2) addenda if required.

Deliverables:

The following deliverables are part of this task:

- Engineer available to answer technical questions during bid process.
- Addenda preparation.

TASK 7.0 Traffic Engineering Services (DKS)

Consultant (DKS) shall provide labor, equipment, and materials to complete the illumination design and traffic control plans for the project. All deliverables must be reviewed and stamped by Consultant's Professional Engineer (PE) registered in the State of Washington.

Project Management

Provide project management administrative services, including:

- Project set-up and execution agreement
- Preparation of monthly progress reports, Invoices, and Record keeping
- Design coordination.
- Schedule and budget monitoring
- QA/QC

Coordinate with CITY staff, including preparation and attendance of up to three (3) one-hour virtual coordination meetings throughout the project.

- One formal kick-off meeting
- Two design coordination and comment resolution meetings.

Task 7.1 60% Design

DKS will perform lighting analysis and prepare a draft lighting analysis memo based on sidewalk and street layout design developed by the project team. The lighting design will be based on COGH PW Standard 2F and WSDOT design standards.

DKS will develop 60% lighting design plans based on design layout and discussion with the project team. The 60% lighting design plan will include light pole locations and conduit system. It will not include wiring schedule and service cabinet details. DKS will prepare 2 temporary traffic control sheets. The design plans will be in AutoCAD format following the CITY of Gig Harbor's standard plan and CAD standards. DKS will prepare quantity takeoffs and prepare a 60% level cost estimate for the street lighting and temporary traffic control.

The CONSULTANT will provide documentation of their QA/QC process to the CITY for review, and copies of QA/QC mark-ups will be submitted as part of each design submittal.

Task 7.1 – 60% Deliverables

- Draft lighting analysis memo
- 60% lighting design plans (PDF format).
- 60% temporary traffic control plans (PDF format).
- 60% cost estimate (PDF and Excel formats).

Task 7.2 90% Design

DKS will revise the lighting design plans based on CITY 60% review comments and discussion with the project team. It is assumed that no significant design revisions will be required. DKS will prepare typical traffic control plans to show a staging concept for the project. Two traffic control plan sheets are assumed.

The design plans will be in AutoCAD format following the CITY of Gig Harbor's standard plan and CAD standards.

DKS will prepare project specifications associated with its design scope based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a final estimate of probable construction costs. The street lighting cost will be lump sum.

The CONSULTANT will provide documentation of their QA/QC process to the CITY for review, and copies of QA/QC mark-ups will be submitted as part of each design submittal.

Task 7.2 – 90% Deliverables

- Final lighting analysis memo
- 90% lighting design plans (PDF format).
- 90% temporary traffic control plans (PDF format)
- 90% cost estimate (PDF and Excel formats).
- 90% Specification for lighting.

Task 7.3 Final PS&E/ Bid Package

DKS will revise the lighting design plans based on CITY comments and discussion with the CITY and project team. It is assumed that the 90% design comments will be minimum and no significant PS&E revisions will be required.

The final design plans will be in AutoCAD format following the CITY of Gig Harbor's standard plan and CAD standards.

DKS will prepare project specifications associated with its design scope based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a final estimate of probable construction costs. The street lighting cost will be lump sum.

Task 7.3 – Final PS&E/Bid Package Deliverables

- Bid-ready lighting and traffic control design plans (PDF format).
- Bid-ready cost estimate (PDF and Excel formats).
- Bid-ready Specification for lighting.

ASSUMPTIONS

The following list is included to confirm the understanding between CONSULTANT and the CITY and will be used to guide the work.

- The CITY will provide existing lighting as-builts on the corridor.
- 3J Consulting will provide sidewalk, street, and drainage facility design in AutoCAD format for the corridor design.

- The CITY/3J Consulting will coordinate the utility, including the power source(s) for the street lighting.
- The project will not impact the traffic signal at both Point Fosdick Dr and 32nd Ave. No traffic signal or lighting design for these two intersections is included.

TASK 8.0 Management Reserve (Contingency Tasks)

This task is reserved for potential additional services or contingency tasks that the City may request or the project requires. Management reserve is available only upon the City's written approval.

S U M M A R Y O F F E E S

***See attached Exhibit B for Fee Schedule**

EXCLUSIONS

The following items and tasks are excluded from this Scope of Services.

- *Assumes no property relocation.*
- *Assumes irrigation design will not be required.*
- *Assumes signal improvements or modifications at the intersection will not be required.*
- *Title Reports will be provided by the City or others.*
- *Wetland coordination is not anticipated to be necessary for this project.*
- *Modifications to development codes, building codes, or engineering codes after the date of this proposal may require additional fees.*
- *The client will provide all available as-built information for the Project.*
- *3J assumes the project will be designed and bid as one package.*
- *Construction Services will be provided under a separate contract.*



EXHIBIT B - SCHEDULE OF RATES AND ESTIMATED HOURS

Gig Harbor - Olympic Right-turn Lane

Professional Services Hourly Breakdown (Master)
3J Consulting

		3J Consulting	Lanktree	HWA Geo	DKS	Management Reserve	Expenses	
Task No.	Task Description							Total Budget
1.0	Management and Administration Project Management	\$14,268.00					\$200.00	\$14,468.00
	Sub-Total Management and Administration	\$14,268.00	\$0.00	\$0.00	\$0.00		\$200.00	\$14,468.00
2.0	Survey Services							
3.1	ROW/Topo Survey		\$7,322.00				\$1,281.00	\$8,603.00
	Sub-Total Survey Services	\$0.00	\$7,322.00	\$0.00	\$0.00		\$1,281.00	\$8,603.00
3.0	Geotechnical Services Geotechnical and Pavement Evaluation			\$20,432.00			\$13,703.00	\$34,135.00
	Sub-Total Geotechnical Services	\$0.00	\$0.00	\$20,432.00	\$0.00		\$13,703.00	\$34,135.00
4.0	30% Design/Roll Map 30% Design	\$16,248.00					\$200.00	\$16,448.00
	Sub-Total 30% Design/Roll Map	\$16,248.00	\$0.00	\$0.00	\$0.00		\$200.00	\$16,448.00
5.0	Final Design							
6.1	60% Design	\$14,060.00					\$200.00	\$14,260.00
6.2	90% Design	\$8,262.00					\$0.00	\$8,262.00
6.3	100% Design	\$6,588.00					\$0.00	\$6,588.00
	Sub-Total Final Design	\$28,910.00	\$0.00	\$0.00	\$0.00		\$200.00	\$29,110.00
6.0	Bid Support Bid Support	\$3,028.00					\$0.00	\$3,028.00
	Sub-Total Bid Support	\$3,028.00	\$0.00	\$0.00	\$0.00		\$0.00	\$3,028.00
7.0	Traffic Engineering							
	Project Management				\$4,635.00		\$280.00	\$4,915.00
9.1	60% Design				\$9,610.00			\$9,610.00
9.2	90% Design				\$8,175.00			\$8,175.00
9.3	Final PS&E / Bid Package				\$4,755.00			\$4,755.00
	Sub-Total Traffic Engineering	\$0.00	\$0.00	\$0.00	\$27,175.00		\$280.00	\$27,455.00
8.0	Management Reserve Un-Allocated Contingency					\$12,000.00		\$12,000.00
	Sub-Total Management Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
Original Contract Total		\$62,454.00	\$7,322.00	\$20,432.00	\$27,175.00	\$12,000.00	\$15,864.00	\$145,247.00
Contract Grand Totals								

Total Labor Cost	\$129,383.00
Total Expenses	\$15,864.00
Total Project Estimate	\$145,247.00

Professional Services Hourly Breakdown

Page 61 of 151

Contractor: 3J Consulting, Inc.**Fee Schedule**

CLASSIFICATION TITLE	HOURLY RATES
	STANDARD NOT TO EXCEED
1. Accounting Administrator	\$132.00
2. Administration	\$98.00
3. Administration Assistant	\$100.00
4. Administrative Project Specialist	\$116.00
5. Benefits Specialist	\$107.00
6. Chief Engineering Manager	\$234.00
7. Civil Designer I	\$116.00
8. Civil Designer II	\$128.00
9. Civil Engineer I	\$140.00
10. Civil Engineer II	\$150.00
11. Civil Engineering Manager I	\$158.00
12. Civil Engineering Manager II	\$174.00
13. Civil Tech I	\$102.00
14. Civil Tech II	\$114.00
15. Development Specialist I	\$128.00
16. Development Specialist II	\$144.00
17. Development Specialist III	\$154.00
18. Director of Engineering	\$236.00
19. Director of Planning	\$214.00
20. Engineering Intern	\$80.00
21. GIS Analyst I	\$130.00
22. GIS Analyst II	\$140.00
23. GIS Manager	\$154.00
24. Graphics Designer I	\$104.00
25. Graphics Designer II	\$124.00
26. Graphics Designer Senior	\$142.00
27. Inspector I	\$128.00
28. Inspector II	\$144.00
29. Inspector III	\$158.00
30. Marketing Director	\$160.00
31. Planner I	\$114.00
32. Planner II	\$130.00
33. Planning Assistant	\$94.00
34. Planning Project Manager I	\$174.00
35. Planning Project Manager II	\$184.00
36. Principal Engineer	\$246.00
37. Principal Planner/Director	\$226.00
38. Project Manager I	\$184.00
39. Project Manager II	\$194.00
40. Senior Civil Designer	\$140.00
41. Senior Civil Engineer	\$162.00
42. Senior Civil Engineering Manager	\$224.00
43. Senior Civil Technician	\$124.00
44. Senior Development Specialist	\$164.00
45. Senior GIS Manager	\$164.00
46. Senior Inspector	\$164.00
47. Senior Planner I	\$144.00
48. Senior Planner II	\$164.00
49. Senior Planning Project Manager	\$194.00
50. Senior Project Manager	\$230.00
51. Senior Urban Designer I	\$144.00
52. Senior Urban Designer II	\$164.00
53. Urban Designer I	\$114.00
54. Urban Designer II	\$130.00

Gig Harbor - Olympic Right-turn Lane



Lanktree Land Surveying - Services Hourly Breakdown

Task No. Task Description		Lanktree										Totals			
		Professional Land Surveyor		Party Chief-Field		Additional Crew Member		Survey Technician		Administration		Hours	Fee	Expenses	Total Budget
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				
2.0	Survey Services	\$149.00		\$172.00		\$52.00		\$126.00		\$78.00					
	ROW/Topo Survey	16.00	\$2,384.00	12.00	\$2,064.00	12.00	\$624.00	16.00	\$2,016.00	3.00	\$234.00	59.00	\$7,322.00	\$1,281.00	\$8,603.00
	Sub-Total Survey Services	16.00	\$2,384.00	12.00	\$2,064.00	12.00	\$624.00	16.00	\$2,016.00	3.00	\$234.00	59.00	\$7,322.00	\$1,281.00	\$8,603.00
Contract Grand Totals															

Total Scope Fee	\$7,322.00
Total Expenses	\$1,281.00
Total Sub Fee	\$8,603.00

CLASSIFICATION TITLE	BILLING RATE
Professional Land Surveyor	\$149.00
Party Chief-Field	\$172.00
Additional Crew Member	\$52.00
Survey Technician	\$126.00
Administration	\$78.00



Gig Harbor - Olympic Right-turn Lane

HWA GeoScience - Services Hourly Breakdown

		Principal IX		Geotechnical Engineer VIII		Geotechnical Engineer VII		Geotechnical Engineer V		HWA Geotechnical Engineer II		Geologist VI		Geologist III		Contracts Administrator		CAD		Admiinistrative Support		Totals			
Task No.	Task Description	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Expenses	Total Budget
3.0	Geotechnical Services		\$315.00		\$300.00		\$300.00		\$198.00		\$135.00		\$169.00		\$127.00		\$155.00		\$110.00		\$112.00				
	Geotechnical and Pavement Evaluation	0.00	\$0.00	13.00	\$3,900.00	6.00	\$1,800.00	37.00	\$7,326.00	4.00	\$540.00	8.00	\$1,352.00	30.00	\$3,810.00	6.00	\$930.00	5.00	\$550.00	2.00	\$224.00	111.00	\$20,432.00	\$13,703.00	\$34,135.00
	Sub-Total Survey, Design Studies and Reports	0.00	\$0.00	13.00	\$3,900.00	6.00	\$1,800.00	37.00	\$7,326.00	4.00	\$540.00	8.00	\$1,352.00	30.00	\$3,810.00	6.00	\$930.00	5.00	\$550.00	2.00	\$224.00	111.00	\$20,432.00	\$13,703.00	\$34,135.00
Original Contract Total		0.00	\$0.00	13.00	\$3,900.00	6.00	\$1,800.00	37.00	\$7,326.00	4.00	\$540.00	8.00	\$1,352.00	30.00	\$3,810.00	6.00	\$930.00	5.00	\$550.00	2.00	\$224.00	111.00	\$20,432.00	\$13,703.00	\$34,135.00

Total Scope Fee	\$20,432.00
Total Reimbursables	\$13,703.00
Total Sub Fee	\$34,135.00

CLASSIFICATION TITLE	BILLING RATE
Principal IX	\$315.00
Geotechnical Engineer VIII	\$300.00
Geotechnical Engineer VII	\$300.00
Geotechnical Engineer V	\$198.00
Geotechnical Engineer II	\$135.00
Geologist VI	\$169.00
Geologist III	\$127.00
Contracts Administrator	\$155.00
CAD	\$110.00
Admiinistrative Support	\$112.00

Gig Harbor - Olympic Right-turn Lane



DKS - Services Hourly Breakdown

Task No. Task Description		DKS												Totals			
		Principal Engineer		Project Manager		Project Engineer		Assistant Engineer		CAD Technician		Admin		Hours	Fee	Expenses	Total Budget
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				
		\$315.00		\$255.00		\$190.00		\$180.00		\$150.00		\$155.00					
7.0	Traffic Engineering																
	Project Management	2.00	\$630.00	13.00	\$3,315.00	2.00	\$380.00	0.00	\$0.00	0.00	\$0.00	2.00	\$310.00	19.00	\$4,635.00	\$280.00	\$4,915.00
9.1	60% Design	0.00	\$0.00	6.00	\$1,530.00	16.00	\$3,040.00	18.00	\$3,240.00	12.00	\$1,800.00		\$0.00	52.00	\$9,610.00		\$9,610.00
9.2	90% Design	0.00	\$0.00	5.00	\$1,275.00	12.00	\$2,280.00	14.00	\$2,520.00	14.00	\$2,100.00		\$0.00	45.00	\$8,175.00		\$8,175.00
9.3	Final PS&E / Bid Package	1.00	\$315.00	4.00	\$1,020.00	6.00	\$1,140.00	6.00	\$1,080.00	8.00	\$1,200.00		\$0.00	25.00	\$4,755.00		\$4,755.00
Sub-Total		3.00	\$945.00	28.00	\$7,140.00	36.00	\$6,840.00	38.00	\$6,840.00	34.00	\$5,100.00	2.00	\$310.00	141.00	\$27,175.00	\$280.00	\$27,455.00
Contract Grand Totals																	

Total Scope Fee	\$27,175.00
Total Reimbursables	\$280.00
Total Sub Fee	\$27,455.00

CLASSIFICATION TITLE	CLASSIFICATION TITLE	BILLING RATE
Principal Engineer	Principal Engineer	\$315.00
Project Manager	Project Manager	\$255.00
Project Engineer	Project Engineer	\$190.00
Assistant Engineer	Assistant Engineer	\$180.00
CAD Technician	CAD Technician	\$150.00
Admin	Admin	\$155.00



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

Meeting Date: February 26, 2024

SUBJECT: Professional Services Contract Amendment #3 for 38th Avenue Improvement Project Phase 2

SUBMITTED BY: Associate Engineer Stephanie Seibel, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7626

SUGGESTED MOTION: Move to authorize the mayor to execute a professional services contract amendment with KPFF, Inc. in an amount not to exceed \$94,736.00.

BACKGROUND INFORMATION: At the November 30, 2023, city council study session, staff presented two design alternatives for the intersection of 56th St/38th Ave as part of the 38th Avenue Half-width Roadway Improvements Phase 2 project. These design alternatives are intended to meet the future level of service and safety requirements at this intersection.

At the study session, the two alternatives that staff offered to council to address these impacts were: (1) replace the signal now and have to replace it again within 20 years, or, (2) replace the existing signal with a roundabout that will meet the needs of today and the future. Council gave the direction to proceed with the design of the intersection as a roundabout.

In the city's 2022 budget, Street Division – Capital Objectives 10 is identified to complete the design and permitting for the 38th Ave Half-width Improvements for construction in 2024. Council originally approved a contract amendment (#2) for the intersection to be redesigned with the corridor as a signalized intersection. Amendment #3 is written to replace amendment #2, not including what has already been utilized in the redesign of the intersection to date. The result of the proposed amendment #3 is an additional \$94,736.00 more than the amount remaining in amendment #2.

FISCAL CONSIDERATION: The 2023-2024 budget allocated \$3,900,000.00 for the 38th Avenue Phase 2 Half-Width Roadway Improvements project design, permitting and construction. The budget was adjusted to \$6,275,000.00 during the mid-biennial budget review for street capital funding options.

2023-24 Budget Project Funding:

38 th Avenue Phase 2 Half-width Roadway Improvements - Street Operating, Objective 12 (as amended in the 2023-24 Street Capital Funding Options_V6 spreadsheet	\$6,275,000.00
---	----------------

Total 2023-24 Budget:

\$6,275,000.00

Project Expenses:

Professional Services Contract – KPFF, Inc. / design contract [previously awarded]	(\$745,220.00)
Professional Services Contract – KPFF, Inc. / design contract amendment #1 [previously awarded]	(\$27,414.00)
Professional Services Contract – KPFF, Inc. / design contract amendment #2 [previously awarded]	(\$141,862.00)
Professional Services Contract – KPFF, Inc. / design contract amendment #3	(\$94,736.00)
Public Works Construction Contract – construction contract, testing and change order authority	(\$5,268,768.00)
Total 2023-24 Expenses:	(\$6,275,000.00)

Expenditure Required: \$94,736.00	Amount Budgeted: \$6,275,000.00	Appropriation Required: \$00.00
--------------------------------------	------------------------------------	------------------------------------

ATTACHMENTS:

1. PSC Amend 3 KPFF 38th Ave Ph. 2_02-26-24

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

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KPFF CONSULTING ENGINEERS**

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

RECITALS

WHEREAS, the City is presently engaged in completing the Design of the 38th Avenue Improvement Project Phase 2 and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Ninety-four Thousand Seven Hundred Thirty-six Dollars and Zero Cents, (\$94,736.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount of (\$1,012,550.00).

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

[Remainder of this page left intentionally blank]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Title: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

SCOPE OF WORK

38th Avenue Improvement Project – Phase 2 AMENDMENT 03 – 56th Street Roundabout CSP-2206 City of Gig Harbor

INTRODUCTION

This amendment outlines task budget adjustments, and allocates additional scope and budget to KPFF to provide professional engineering design, survey, and right-of-way acquisition services for the design of a new single lane roundabout at the intersection of 38th Avenue and 56th Street. Amendment 3 will supersede Amendment 2 (56th Street Signal design). Remaining task budgets from Amendment 2, and the original contract, will be incorporated into the new Amendment 3 tasks (see Fee Distribution table at the end of this Scope of Work for a breakdown of task budget transfers).

TASK 8: ENVIRONMENTAL AND ARBORIST SERVICES (DCG/WATERSHED)

TASK 8.3: TREE INVENTORY

DCG/Watershed previously provided environmental assessment and permitting services for this project. This project will now include a new roundabout at the intersection of 56th Street and 38th Avenue NW. Addition of the roundabout will necessitate additional tree assessment and permitting. Under this proposal, we will provide the following scope of work:

1. An ISA Certified Arborist® will inventory trees within the vicinity of the 56th Street/38th Avenue intersection. During field work, trees will be tagged with a 1-1/4" aluminum tag with a unique identification number. Trees on adjacent private property will not be tagged, but will be assessed visually from the edge of the right-of-way. All significant trees will be visually assessed consistent with Level 1 ISA standards. The following attributes will be collected: tree species, diameter at breast height (DBH), canopy radius (i.e., dripline), height, and condition.
2. We will update previously prepared mapping to include newly inventoried trees.
3. Upon completion of roundabout design plans, we will assess inventoried trees for impacts. We will provide recommendations to the project team on retention/removal and impact minimization techniques.

4. We will prepare an addendum to the previously prepared arborist report that summarizes the findings of the additional tree inventory, assesses new impacts, and describes applicable Gig Harbor development standards related to tree retention and/or replacement. A table of inventoried trees and associated attributes will be included in the addendum.

Deliverables:

- Update Tree Report that includes trees near the proposed 56th Street roundabout.

TASK 10: LANDSCAPE ARCHITETURE (BRUCE DEES)

Bruce Dees will provide additional landscaping design services for the planters surrounding the proposed 56th Street roundabout and the central island of the roundabout. This scope of work includes the following tasks:

1. **Project Team Coordination:** Coordination of changes and impacts with the design team.
2. **CAD Setup / Coordination:** Update CAD backgrounds based on the layout and design of the roundabout.
3. **90% and 100% Planting Plan:** Revise the landscape plans to incorporate the new roundabout and landscaping at the planters and central island.
4. **90% and 100% Quantities / Cost Estimate:** Update takeoffs and cost estimate based on the incorporation of the new roundabout and associated planters.

Deliverables:

- 90% Planting Plan and cost estimate.
- 100% Planting Plan and cost estimate.

TASK 11: RIGH OF WAY SERVICES (RES GROUP)

TASK 11.1: ACQUISITION SERVICES

1. **Right-of-Way Documentation, Negotiations, and Closing:** RESGNW will assist the Agency in developing all right-of-way documents/offer letters in accordance with the Agency's right-of-way procedures manual for acquisition of impacted properties.

REGNW agents will act in good faith, at all times, and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation, of all offers, when feasible. We will identify property owner issues, concerns, and differences early on and document that information in the individual parcel negotiation diaries. RESGNW will work with Agency staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

2. **Appraisal and Appraisal Review:** Appraisal and appraisal review contracts shall be handled directly by RES Group NW.

TASK 11.2: TITLE CLEARING CLOSING

1. **Title Review, Clearing and Closing:** RESGNW will review Agency supplied title reports for affected parcel and provide Title Review Memo identifying all potential encumbrances to project team members. RESGNW will assist in clearing the necessary encumbrances prior to closing, if feasible. RESGNW will assist in facilitating in-house closing on low impact parcel or manage closing through escrow should those services become necessary.

Deliverables:

- Weekly status reports once offers are made
- Title summary memos
- Complete electronic copy of files

Assumptions:

- Partial Acquisition for five (5) parcels.
- Acquisition will not impact current utilization of property.
- State and federal funds are not involved in the project.

TASK 17: 56TH STREET SUPPLEMENTAL SURVEY (FURTADO)

Furtado has completed field work and submitted a 2D and 3D basemap for the original project limits. The additional work includes additional survey and 2D and 3D basemap updates for the following:

1. Survey parcels surrounding the intersection of 38th Ave and 56th Street for a new roundabout.
2. Produce up to 5 new parcel exhibits including maps with legal descriptions for the following parcel numbers:
 - 0221172041, 0221177047, 0221184045, 7133000200, and 7133000190
3. Furtado will order conductible locates for the highlighted areas shown in Figure 1 and Figure 2, below.

Schedule:

- Additional fieldwork is estimated to take approximately two (2) days to complete.
- Survey work will not be scheduled until the ROEs are received.
- Drafting, including input, QA and delivery, is estimated to take approximately a week to complete
- Attendance of up to two (2) right-of-way coordination meetings
- Signed parcel maps and signed legal descriptions will be prepared for no more than 5 additional parcels and include a draft deliverable and one (1) round of revisions at Final.

Deliverables:

- 2D and 3D basemaps revisions to the existing basemaps files
- Up to 5 Signed Parcel Maps and Legal Descriptions

Assumptions:

- No hard copy deliverable will be completed (digital only).
- All Right-of-Entries will be provided by City of Gig Harbor prior to scheduling fieldwork.
- Basemapping will be provided in CADD standards used for the original work.
- Cost includes all equipment and materials needed, as well as parking and other possible incidental fees incurred.
- Costs associated with condemnation depositions and testimonies are not included in the right-of-way budgeted costs but will be addressed separately as required.
- 1"-20' scale factor sheet size.
- The City will obtain title reports.



Figure 1: Approximate supplemental survey limits shaded in purple.

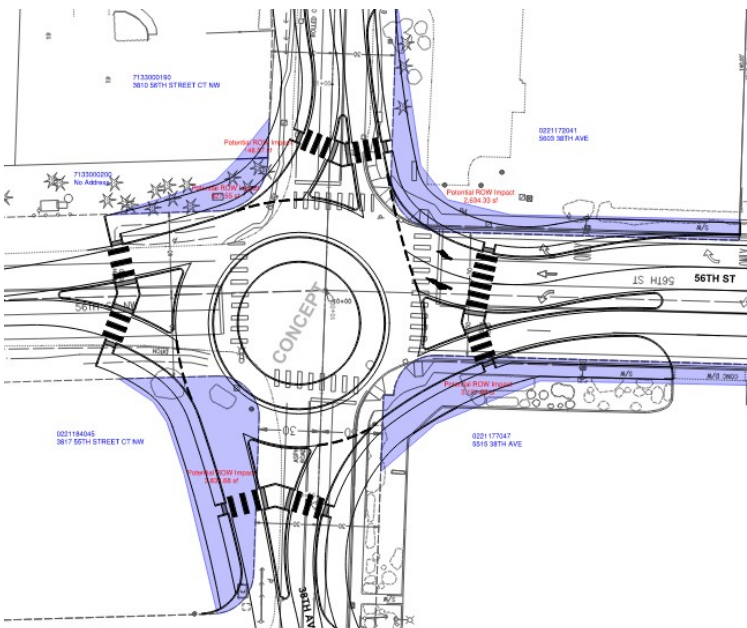


Figure 2: Parcel maps and legal descriptions for up to 5 parcels shown above.

TASK 18: 56TH STREET ROUNDABOUT – CIVIL DESIGN

TASK 18.1: PROJECT MANAGEMENT

KPFF will hold regular meetings with consultant design team to coordinate design tasks to work through conflicts and ensure submittal schedules are on track. KPFF will perform quality control checks on plans, specifications, and cost estimates before each deliverable.

TASK 18.2: UTILITY COORDINATION

KPFF will identify potential conflicts with existing utilities and determine pothole locations. KPFF will communicate with utility representatives to develop relocation plans and hold coordination meetings as needed. It is anticipated that telecom, water, and gas may be impacted by the project and require relocation.

TASK 18.3: CIVIL DESIGN

KPFF will prepare a set of construction drawings that will follow typical APWA CAD standards using AutoCad 2020. The work will consist of designing a single lane roundabout with the following anticipated characteristics:

- Inscribed diameter of approximately of 100'-120'.
- 8-foot sidewalks on the west side of 38th
- 10-foot sidewalks on the east side.
- RRFB pedestrian crossings at all four legs.
- Planters between sidewalk and curb line with a minimum width of 2 feet.
- The westbound vehicle approach will include one thru lane and one right turn lane.

The following new sheets related to the roundabout design will be incorporated the 38th Ave Improvements – Phase 2 plan set:

- Site Preparation/TESC
- Paving, Channelization, and Signing Plans
- Curb Ramp Details
- Drainage Plan and Profiles
- Drainage Details
- ROW Plan
- Roundabout Details
- Planting Plan and Details (Sub-consultant prepared)

- RRFB and Illumination Plan and Details (Sub-consultant prepared)

TASK 18.4: STORM DRAINAGE

All stormwater management elements of the roadway shall be designed in accordance with the requirements of City of Gig Harbor Stormwater and Site Development Manual (2016) and the SMMWW. KPFF will perform the following tasks:

1. Address collection, conveyance, detention/retention, and water quality treatment facilities for the project per the required standards with a focus on LID solutions.

Supplement the 38th Avenue Hydraulic report to include improvements to the 56th Street intersection.

TASK 18.5: COST ESTIMATE

KPFF will develop a construction cost estimate based on the WSDOT Standard Specifications, WSDOT's historical bid analysis, KPFF's past project experience, and input from the CITY. Items will be listed by standard bid item number and specification location.

Deliverables:

- Preliminary roundabout construction plans. Submitted in PDF, half-size format.
- Design Analysis Figures that include:
 - Turning movements
 - Sight Distance Triangles
 - Right-of-Way acquisition areas
- Preliminary roundabout Cost Estimate. Submitted in PDF format.
- 90% construction plans of the full project, with the roundabout sheets incorporated into the 38th Avenue plan set. Submitted in PDF, half-size format.
- 90% cost estimate of the full 38th Ave project. Submitted in PDF format.
- 90% specifications. Submitted in Word format.
- 100% construction plans. Submitted in PDF, half-size format.
- 100% cost estimate. Submitted in PDF format.
- 100% specifications. Submitted in Word format.
- Bid-ready Documents.

- Supplement to the 38th Avenue Draft Hydraulic Report at 60% design submittal: one (1) electronic copy in Microsoft Word format and one (1) searchable PDF.
- Supplement to the 38th Avenue Final Hydraulic Report at 100% design submittal: one (1) electronic copy in Microsoft Word format and one (1) searchable PDF
- Roundabout stormwater design supplement to project construction specifications.
- Roundabout stormwater design supplement to project cost estimate.

Assumptions:

- The CITY shall provide or make available the following items to KPFF:
 - City of Gig Harbor design standards & guidelines.
 - Existing GIS mapping information of the project including but not limited to general utility location maps.
 - Copies of existing record drawing information of the project area.
 - Updated utility contact information.
 - One set of consolidated review comments for each Major Milestone Submittal (30%, 60%, and 90%).
- KPFF's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated files furnished by KPFF are for the CITY or other's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- Conveyance design will only include stormwater systems within the limits of the project. Capacity analysis and design of off-site stormwater conveyance systems are not included in this scope of work.
- Additional infiltration exploration coordination and infiltration stormwater BMP designs are not included in this scope of work. Initial geotechnical explorations on the 38th Avenue project have found limited infiltration opportunities. This scope of work assumes infiltration stormwater BMPs will not be feasible for the roundabout design.
- The City will coordinate easement acquisition with the county, if needed.

TASK 19: 56TH STREET ILLUMINATION AND RRFB (DKS)

TASK 19.1: PROJECT MANAGEMENT

DKS will provide project management administrative services, including:

- Project set-up and execution agreement
- Preparation of monthly progress reports, Invoices, and record-keeping
- Design coordination

- Schedule and budget monitoring
- Design QA/QC

DKS will coordinate with KPFF and the City staff, including preparation and attendance of up to three (3) one-hour virtual coordination meetings throughout the project. The level of effort for this task is based on an average of two DKS staff member attending these meetings.

TASK 19.2: 30% DESIGN

DKS will develop 30% conceptual lighting and RRFB design plans based on discussion with the City and project team.

The 30% lighting design plan will show the lighting concept and light pole locations only and will not include conduits, wiring, power sources, and service cabinet details. The RRFB design layout will be based on the roundabout layout provided by KPFF.

DKS will prepare a 30% level of cost estimate for the roundabout lighting and RRFB in lump sums.

DKS will use AGi32 to analyze the lighting at the roundabout and associated crosswalks only. No approaches lighting will be analyzed or designed. DKS will prepare a draft lighting memo based on the Agi32 analysis.

The 30% of design plans will be in AutoCAD format following the City of Gig Harbor's standard plan and CAD standards.

DKS will prepare quantity takeoffs and a 30% cost estimate for the roundabout lighting and RRFB in lump sums.

Deliverables:

- 30% roundabout lighting and RRFB design Plans (PDF format).
- 30% cost estimate in lump sums.
- Draft intersection lighting memo.

TASK 19.3: 90% DESIGN

DKS will revise the roundabout lighting and RRFB design plans based on city comments and discussion with the City and project team. The 90% roundabout lighting and RRFB design plan will include all design details.

The 90% roundabout lighting and RRFB design plans will be in AutoCAD format following the City of Gig Harbor's standard plans and CAD standards.

DKS will prepare 90% lighting and RRFB project special provisions based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a 90% estimate of probable construction costs. The street lighting and RRFB cost will be lump sums, with backup calculations.

The 90% PS&E will be submitted with the overall project package.

Deliverables:

- 90% roundabout lighting and RRFB design Plans (PDF format).
- 90% cost estimate in a lump sum.
- 90% specification for the roundabout light and RRFB.
- Final intersection lighting memo

TASK 19.4: 100% DESIGN

DKS will revise the 100% roundabout lighting and RRFB design plans based on city comments and discussion with the City and project team.

The final roundabout lighting and RRFB design plans will be in AutoCAD format following the City of Gig Harbor's standard plans and CAD standards.

DKS will prepare the final roundabout lighting and RRFB project special provisions based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a final estimate of probable construction costs. The roundabout lighting and RRFB cost will be lump sums, with backup calculations.

Deliverables:

- 100% stamped and signed roundabout lighting and RRFB design Plans (PDF format).
- 100% cost estimate in a lump sum.
- 100% project special provisions for roundabout lighting and RRFB.

Assumptions:

- KPFF will provide survey, drainage, channelization, signing, and civil design.
- The City/KPFF will perform the utility coordination, including the identification of the power source(s) for the street lighting and RRFBs.
- No intersection approach lighting design; the team will evaluate and design the street lighting at the roundabout, including the associated crosswalks, only.
- Hard-wired RRFB power will be designed for all four legs of the roundabout.
- No traffic analysis scope is included.
- No traffic control plan is included.

Fee

The Fee Distribution table below shows task budget remainders from the original CSP-2206 contract and Amendment 2 (56th Street Signal), which will be used to cover a portion of the Amendment 3 fee. The additional fee required to complete Amendment 3 is **\$94,736.00**.

A breakdown of estimated hours used to develop the Amendment 3 fee, can be found in Exhibit B.

Fee Distribution

Task	Task Name	Remaining amounts to be Utilized (Original Contract + Amendment 2)	Adjustments	Redistribution of Remaining Funds	Funding Request for Amendment 3	Amendment 3 Task Budgets
9	Cultural Resources (Aqua Terra)	\$ 8,159.00	\$ (8,159.00)			\$ -
10	Landscape Architecture (Bruce Dees)				\$ 4,520.00	\$ 4,520.00
11	Right of Way (RESGNW)	\$ 29,230.00		\$ 40,710.00		\$ 69,940.00
14	Pilot Infiltration Testing (HWA)	\$ 49,180.00	\$ (49,180.00)			\$ -
15	FWD Testing (HWA)	\$ 22,626.00	\$ (22,626.00)			\$ -
17	56th St Survey (Furtado)	\$ 8,281.00		\$ 27,846.00	\$ 4,522.00	\$ 40,649.00
18	56th St. Survey (KPFF Civil)	\$ 18,666.00		\$ 72,292.00	\$ 27,253.00	\$ 118,211.00
19	56th St Signal (DKS)					
19.1	56th St Signal (DKS)	\$ 60,883.00	\$ (60,883.00)			
19.4	Lighting/RRFB (DKS)				\$ 58,441.00	\$ 58,441.00
	Total	\$ 197,025.00	\$ (140,848.00)	\$ 140,848.00	\$ 94,736.00	\$ 291,761.00

City of Gig Harbor
38th Avenue Improvement Project - Phase 2
Amendment 03 - 56th St Roundabout
Consultant: RES Group NW
Date: 1/15/2024

TASK	DESCRIPTION		Senior Agent	QA/QC				Total Hours	
			Kristina Guzman	Sonja Davis					
Task 11	Right of Way Services								\$ 48,190
11.1.1	Negotiation		250	25				275	\$ 42,071
11.1.2	Title Review and Closing		30	10				40	\$ 6,119
Total Hours			280	35				315	
Direct			\$72.00	\$72.00					
83.48% OH			\$60.11	\$60.11					
29.00% Fee			\$20.88	\$20.88					
			\$152.99	\$152.99					
All Inclusive Hourly Rate			\$152.99	\$152.99					Sub-Totals
Sub-Total Burdened Labor Cost			\$ 42,836	\$ 5,354					\$ 48,190
REIMBURSABLES									
Direct Expenses		Quant.	Unit	Unit Cost				Sub-Totals	Totals
	Mileage	1		\$ 400.00				\$ 400	\$ 400.00
	Postage	1		\$ 100.00				\$ 100	\$ 100.00
	Appraisal	5		\$ 3,000.00				\$ 15,000	\$ 15,000.00
	Review Appraisal	5		\$ 1,250.00				\$ 6,250	\$ 6,250.00
Total Reimbursables								\$ 21,750	
Total Firm Cost									\$ 69,940

City of Gig Harbor
38th Avenue Improvement Project - Phase 2
Amendment 03 - 56th St Roundabout
Consultant: Furtado
Date: 1/23/2024

TASK	DESCRIPTION		Principal	Survey Manager III	Civil Engineer II	Engineering Tech V	Survey Manager III	Sr Survey Tech	Civil Engineer III	Survey Tech	Chief of Parties	Field Surveyor	Sr Project Admin	Total Hours	
			Matthew Kumpula	Jon Becker	Anders LaBerge	Alexandra Alimova	Val Albert	Kathryn Reavis	Charles Bihun	Ryan Ethridge	Alfonso Manalo	Peter Goode	Jessica Goldsberry		
Task 17	56th Street Survey														\$ 39,569
17.1.1	Project Management/Admin		4	2			2						3	11	\$ 2,093
17.2.1	Project Coordination						2	2			10			14	\$ 1,970
17.2.2	Establish Survey Contorl										5	5		10	\$ 1,085
17.2.2	Site Scanning										8	8		16	\$ 1,737
17.2.3	Scan Support										5	5		10	\$ 1,085
17.2.4	DIPS										2	2		4	\$ 434
17.2.5	Utility Support										5	5		10	\$ 1,085
17.3.1	Survey Basemap Update			8			32	18	6	40				104	\$ 14,818
17.4.1	Signed Parcel Maps & LD (Up to 5)			24	44	48								116	\$ 15,261
Total Hours			4	34	44	48	36	20	6	40	35	25	3	295	
Direct			\$75.25	\$64.48	\$35.70	\$41.21	\$62.40	\$49.00	\$58.97	\$30.00	\$43.50	\$29.00	\$48.10		
169.44% OH			\$127.50	\$109.25	\$60.49	\$69.83	\$105.73	\$83.03	\$99.92	\$50.83	\$73.71	\$49.14	\$81.50		
30.00% Fee			\$22.58	\$19.34	\$10.71	\$12.36	\$18.72	\$14.70	\$17.69	\$9.00	\$13.05	\$8.70	\$14.43		
			\$225.33	\$193.08	\$106.90	\$123.40	\$186.85	\$146.73	\$176.58	\$89.83	\$130.26	\$86.84	\$144.03		
All Inclusive Hourly Rate			\$225.33	\$193.08	\$106.90	\$123.40	\$186.85	\$146.73	\$176.58	\$89.83	\$130.26	\$86.84	\$144.03		Sub-Totals
Sub-Total Burdened Labor Cost			\$ 901	\$ 6,565	\$ 4,704	\$ 5,923	\$ 6,727	\$ 2,935	\$ 1,059	\$ 3,593	\$ 4,559	\$ 2,171	\$ 432		\$ 39,569
REIMBURSABLES															
Direct Expenses		Quant.	Unit	Unit Cost										Sub-Totals	Totals
	Mileage / Survey Vehicle	2	day	\$60.000										\$ 120	\$ 120.00
	Subcontract - Utility Locates	8	hours	\$120.00										\$ 960	\$ 960.00
														\$ -	\$ -
														\$ -	\$ -
Total Reimbursables															\$ 1,080
Total Firm Cost															\$ 40,649

City of Gig Harbor
38th Avenue Improvement Project - Phase 2
Amendment 03 - 56th St Roundabout
Consultant: KPFF
Date: 1/15/2024

TASK	DESCRIPTION		Principal	Project Manager	Sr. Drainage Engineer	Project Engineer	Project Engineer	CAD	Total Hours	
			Ron Leimkuhler	Nathan Anderson	Eric Mendel	Josh Ewing	Dawn Li	Michael Vu		
Task 18	56th Roundabout Civil Design									\$ 118,211
18.1	Project Managment									
18.11	Internal Coordination			24	8	16	8		56	\$ 9,617
18.12	QA/QC		4	8	4				16	\$ 3,401
18.20	Utility Coordination									
18.21	Utility Conflict Tracking			8		16			24	\$ 3,716
18.22	Utility Coordination			16		8			24	\$ 4,324
18.30	Civil Design									
18.31	Site Preparation, TESC			2		12		16	30	\$ 3,436
18.32	Paving Plans			16		32		40	88	\$ 11,110
18.33	Curb Ramp Details			4		24		16	44	\$ 5,401
18.34	Drainage Plans & Profiles			8	24		70		102	\$ 14,662
18.35	Drainage Details			4	10		40	20	74	\$ 9,305
18.36	ROW Plan			2		8		16	26	\$ 2,918
18.37	Roundabout Details			16		40		32	88	\$ 11,411
18.38	Channelization and Signing Plans			4		24		24	52	\$ 6,137
18.39	Traffic Control Plans			16		32		16	64	\$ 8,904
18.4	Storm Drainage									
18.41	Basin Delineation & Figures				8		20		28	\$ 3,964
18.42	Stormwater Calculations				8		50		58	\$ 7,342
18.43	Drainage Report Update				12		32		44	\$ 6,171
18.5	Cost Estimate									
18.51	30% Quantities & Cost Estimate			2	2	8	8		20	\$ 2,776
18.53	90% Quantities & Cost Estimate			2	2	4	4		12	\$ 1,807
18.56	Final Quantities & Cost Estimate			2	2	4	4		12	\$ 1,807
Total Hours			4	134	80	228	236	180	862	
Direct			\$80.00	\$73.00	\$76.00	\$46.00	\$40.00	\$32.66		
151.53% OH			\$121.22	\$110.62	\$115.16	\$69.70	\$60.61	\$49.49		
30.00% Fee			\$24.00	\$21.90	\$22.80	\$13.80	\$12.00	\$9.80		
			\$225.22	\$205.52	\$213.96	\$129.50	\$112.61	\$91.95		
All Inclusive Hourly Rate			\$225.22	\$205.52	\$213.96	\$129.50	\$112.61	\$91.95		Sub-Totals
Sub-Total Burdened Labor Cost			\$ 901	\$ 27,539	\$ 17,117	\$ 29,527	\$ 26,576	\$ 16,551		\$ 118,211
REIMBURSABLES										
Direct Expenses		Quant.	Unit			Unit Cost			Sub-Totals	Totals
Mileage									\$ -	\$ -
Reprographics		0	LS			\$ -			\$ -	\$ -
Travel									\$ -	\$ -
Subcontract									\$ -	\$ -
Total Reimbursables										\$ -
Total Firm Cost										\$ 118,211

17 of 18

City of Gig Harbor
38th Avenue Improvement Project - Phase 2
Amendment 03 - 56th St Roundabout
Consultant: DKS
Date: 1/15/2024

TASK	DESCRIPTION		Principal	Project Manager	Project Engineer	Assistant Engineer	CAD	Admin	Total Hours	
			Richard Hutchinson	Jerry Liu	Taylor Hart	Arjae Gulao	Rebecca Snellings	Betsy McCarthy		
Task 19	56th Street Illumination / RRFB									\$ 58,253
19.1	Project Managment									
19.11	General Project Management		2	8				4	14	\$ 3,555
19.12	Coordination and Meetings (4)			8	6				14	\$ 3,359
19.13	QA/QC		4	8	4				16	\$ 4,405
19.2	30% Design									
19.21	30% Plan and Estimate			4	16	24	16		60	\$ 9,298
19.22	Draft Lighting Analysis			2	8	16			26	\$ 4,117
19.4	90% Design									
19.41	90% Plans, Specs, Estimate		1	8	24	32	36		101	\$ 15,945
19.42	30% Comment Responses			2	8	8			18	\$ 3,034
19.43	Final Lighting Anlysis Memo			2	4	8			14	\$ 2,350
19.5	Final Design									
19.51	Final Plans, Specs, Estimate		2	4	12	20	24		62	\$ 9,840
19.52	90% Comment Responses			2	4	8			14	\$ 2,350
Total Hours			9	48	86	116	76	4	339	
Direct			\$109.41	\$92.00	\$53.89	\$42.71	\$42.32	\$41.63		
187.07% OH			\$204.67	\$172.10	\$100.81	\$79.90	\$79.17	\$77.88		
30.00% Fee			\$32.82	\$27.60	\$16.17	\$12.81	\$12.70	\$12.49		
			\$346.91	\$291.70	\$170.87	\$135.42	\$134.18	\$132.00		
All Inclusive Hourly Rate			\$346.91	\$291.70	\$170.87	\$135.42	\$134.18	\$132.00		Sub-Totals
Sub-Total Burdened Labor Cost			\$ 3,122	\$ 14,002	\$ 14,695	\$ 15,709	\$ 10,198	\$ 528		\$ 58,253
REIMBURSABLES										
Direct Expenses		Quant.	Unit	Unit Cost					Sub-Totals	Totals
Mileage		280	Miles	\$0.670					\$ 188	\$ 187.60
Reprographics									\$ -	\$ -
Travel									\$ -	\$ -
Subcontract									\$ -	\$ -
Total Reimbursables										\$ 188
Total Firm Cost										\$ 58,441



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

Meeting Date: February 26, 2024

SUBJECT: Public Works Construction Contract Award for Prentice Ave./Fennimore St. Half-Width Frontage Improvements

SUBMITTED BY: Associate Engineer Stephanie Seibel, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7626

SUGGESTED MOTION: Approve and authorize the following related to the City's Prentice Ave./Fennimore St. Half-Width Frontage Improvements Project:

1. The Mayor to execute a Public Works Construction Contract with Active Construction Inc. in an amount not to exceed \$1,974,974.00;
2. The Mayor to execute a Professional Services Contract for materials testing with Materials Testing and Consulting, Inc. in an amount not to exceed \$23,744.00;
3. The City Engineer to approve additional Public Works Construction Contract expenditures (change order authority) up to \$150,000;
4. The Mayor to execute a Professional Services Contract for construction support with Parametrix, Inc. in an amount not to exceed \$108,730.58.

BACKGROUND INFORMATION: In the City's 2023-34 budget, Objective 8 in the Street Capital Fund identifies Prentice Ave/Fennimore St. Half-width Roadway Improvements to complete the design and construction of half-width frontage improvements between Harbor Ridge Middle School and Peacock Hill Avenue. At the completion of design, the city began advertising for public works bids in January 2024.

BID RESULTS: The Project was competitively bid using the City's Public Works Bidding process. On February 14, 2024, the City received three (3) responsive bids for the Project.

Bidder	Total Bid Amount
Miles Resources	\$ 2,080,000.00
NW Cascade	\$ 2,056,056.00
Active Construction	\$ 1,974,974.00

FISCAL CONSIDERATION: The 2023-24 budget allocated \$2,605,000 for the Prentice Ave/Fennimore St. Half-width Roadway Improvements project. The budget was adjusted to \$2,800,000 during the mid-biennial budget review for street capital funding options, after the city did not receive federal funding for Prentice Ave/Fennimore St. Half-width Roadway Improvements. The project will be funded by TBD and HBZ funds.

2023-24 Budget Project Funding:

Prentice Ave/Fennimore St. Half-width Roadway Improvements - Street Operating, Objective 8 (as	\$ 2,800,000.00
--	-----------------

amended in the 2023-24 Street Capital Funding Options_V6 spreadsheet	
Total 2023-24 Budget:	\$2,800,000.00
Project Expenses:	
Professional Services Contract – Parametrix, Inc. / design contract [previously awarded]	(\$404,971.00)
Professional Services Contract – Parametrix, Inc. / design contract amendment [previously awarded]	(\$131,685.21)
Professional Services Contract – Parametrix, Inc. / construction support contract	(\$108,730.58)
Public Works Construction Contract – Active Construction Inc. / construction contract	(\$1,974,974.00)
Materials Testing Services – Materials Testing & Consulting, Inc.	(\$23,744.00)
City Engineer Change Order Authority Amount *	(\$150,000.00)
Total anticipated project expenses:	(\$2,794,104.79)

Expenditure Required:	Amount Budgeted:	Appropriation Required:
\$ 2,794,104.79	\$ 2,800,000.00	\$ 0

*The change order authority provides for, if required, addressing any unforeseen additional Public Works Construction Contract work.
Sufficient funds exist in the ending fund balance for the Street Division Operation fund.

ATTACHMENTS:

1. CSP-2107 Prof Serv Contract-MTC
2. CSP-2107 Const Support Prof Serv Contract_Parametrix
3. CSP-2107 Public Works Contract (Contractor)

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

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

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

RECITALS

WHEREAS, the City is presently engaged in the construction of the Prentice Ave/Fennimore St Half-Width Frontage Improvements project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty-three Thousand Seven Hundred Forty-four Dollars and Zero Cents (\$23,744.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's billing rates shall be as described also in **Exhibit A**. The Consultant shall not bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A - SCOPE & FEE

Date: **December 5, 2023**

Client Name: **City of Gig Harbor**

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

Email: [dmunn@gigharborwa.gov](mailto:dmunnn@gigharborwa.gov)

Engineer: **Parametrix**

Project Name: **Prentice - Fennimore Intersection of Prentice Ave and Fennimore Street Gig Harbor, WA**

Contact: **Dan Munn P.E.**

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

Geotech of Record:

Based on Plans Dated: **Nov 01, 2023**

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

Special & Construction Inspection

Bill Code	Item / Description	Unit	Quantity	Rate	Total
IPDS	Site Subgrade Compaction	Hour	12	\$ 90.00	\$ 1,080.00
IPDS	Utility Trench Compaction	Hour	16	\$ 90.00	\$ 1,440.00
IPDS	Rock Course Compaction	Hour	16	\$ 90.00	\$ 1,440.00
IPDS	Wall Backfill	Hour	20	\$ 90.00	\$ 1,800.00
IPDA	Asphalt Paving	Hour	18	\$ 90.00	\$ 1,620.00
SAMPU	Sample Pickup if Required	Hour		\$ 90.00	\$ -
RC	Curb and Gutter, Driveways, Pole Bases w/rebar cage	Hour	50	\$ 95.00	\$ 4,750.00
PI	Soldier Pile Wall (19 Drilled piles 30' depth)	Hour	50	\$ 124.00	\$ 6,200.00
Subtotal - Special & Construction Inspection:					\$ 18,330.00

Laboratory Testing

Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	4	\$ 358.00	\$ 1,432.00
COMB	Sieve Analysis with #200 Wash/Combined Gradation	Each	1	\$ 171.00	\$ 171.00
SE	Sand Equivalent	Each	1	\$ 132.00	\$ 132.00
FRAC	Fracture Percentage	Each	2	\$ 92.00	\$ 184.00
RICE	Rice Density	Each	3	\$ 125.00	\$ 375.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	60	\$ 33.00	\$ 1,980.00
Subtotal - Laboratory Testing:					\$ 4,274.00

Project Management & Consulting Services

Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	12	\$ 95.00	\$ 1,140.00
Subtotal - Project Management & Consulting Services:					\$ 1,140.00
Budget Estimate for Services - Total:					\$ 23,744.00



Date: **December 5, 2023**

Client Name: **City of Gig Harbor**

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

Email: dmunnn@gigharborwa.gov

Engineer: **Parametrix**

Project Name: **Prentice - Fennimore Intersection of Prentice Ave and Fennimore Street Gig Harbor, WA**

Contact: **Dan Munn P.E.**

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

Geotech of Record:

Based on Plans Dated: **Nov 01, 2023**

• Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.

• Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.

• All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime, Saturdays and 2 times the regular rate for Sundays and holidays.

• MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule.

Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.

• Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection.

Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.

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

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

Respectfully Submitted,

Colin Wright

(360) 7268269

colin.wright@mtc-inc.net

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

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

RECITALS

WHEREAS, the City is presently engaged in the construction support for the Prentice Avenue/Fennimore Street Half-Width Frontage Improvements 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 – Scope of Work** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Eight Thousand Seven Hundred Thirty Dollars and Fifty-eight Cents (\$108,730.58) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

4. Professional Liability insurance appropriate to the Professional's profession.

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

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

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

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

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

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

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

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

11. Records.

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

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

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

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents,

and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Jenna Anderson, P.E.
Parametrix
60 Washington Ave, Ste 390
Bremerton, WA 98337
206-519-5804

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 Mayor 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:

Interim City Clerk

APPROVED AS TO FORM:

City Attorney

City of Gig Harbor
Prentice Avenue/Fennimore Street
Half-Width Frontage Improvements (CSP-2107) – Construction Support

Introduction

The Prentice Avenue/Fennimore Street Half-Width Frontage Improvements project includes filling the gap in the pedestrian network from Peacock Hill Avenue to Harbor Ridge Middle School. The project limits extend approximately 1,100 linear feet. Parametrix completed the conceptual (30%) design phase in December 2021 and the final design in January 2024 under separate contracts.

This contract provides for construction support services for the Prentice Avenue/Fennimore Street Half-Width Frontage Improvements project. The City of Gig Harbor (City) will lead construction management, including but not limited to inspection, material testing, responding to requests for information (RFIs) and submittal reviews. The Consultant will provide construction support for structural and geotechnical elements, arborist construction monitoring near trees, and miscellaneous civil elements. Work includes site visits, submittal reviews, responding to RFIs, and attendance at construction meetings for work as listed below. This contract also provides for the development of maximum extent feasible (MEF) documentation post-construction.

This work is expected to begin March 2024 and end October 2024 (8 months duration).

Assumptions

- Construction inspection and daily documentation are not included in this scope.
- Supporting the City in review and response to RFIs and submittals, preparation of change orders, and any other services requested is limited by the budget under this work element.
- All deliverables will be submitted to the City. The City will be responsible for submitting to the Contractor.
- The City will lead coordination and communication with the Contractor.

Task 1 – Project Management and Communication

Objectives

To maintain consistent communication with the City and project team to communicate reviews needed and timelines. Prepare subconsultant agreements and develop invoices and progress reports.

Activities

The following activities are associated with this task:

- Status Meetings with the City – Participate in up to four virtual meetings with the City to discuss the construction status and potential needs for the project. Status meetings will be attended by one Parametrix staff (unless additional staff are necessary) and will require an estimated 1 hour each.

- Monthly Invoices and Progress Reports – Prepare a monthly invoice and progress report for services performed by Parametrix.
- Correspondence – Communicate with the City via email and phone to report the status of work activities, data needs, and matters requiring City input.
- Subconsultant Coordination – Parametrix will coordinate with the geotechnical engineer (HWA) and the arborist (Tree Solutions).

Deliverables

The following deliverables will be prepared in electronic format:

- Monthly invoices and progress reports.

Assumptions

The following assumptions apply to this task:

- The City will document and communicate the project status, needs, and upcoming activities to Parametrix, including the construction look-ahead schedules and project issues list.

Task 2 – Structural Construction Support

Objective

Parametrix shall support the City in the construction of structural project elements, including soldier pile walls, modular block walls, fall protection railing, concrete lagging, and luminaire foundations.

Activities

The following activities are associated with this task:

- Engineer review and comment shall be per WSDOT Standard Specification 1-05.
- Review and provide responses to Contractor's RFIs (up to 10 RFIs assumed).
- Review submittals (up to 14 submittal reviews assumed) for permanent and temporary work, including:
 - Working drawings, including a shaft installation plan per WSDOT Standard Specification 6-16.3(2).
 - Shop drawings, including soldier piles, fall protection railing, concrete lagging reinforcement, luminaire foundation reinforcement, and anchor bolts.
 - Other submittals related to structures, including but not limited to weld procedures and certifications; review of concrete mix design for lagging and foundations, procedures, equipment, and certification; and review of galvanization submittals.
 - Submittal revisions addressing comments.
- Provide plan clarifications and revisions by Engineer of Record (up to two assumed).
- Review change order requests and develop change order documentation (up to two assumed).

- Attend preconstruction meetings (two in-person meetings attended by one Parametrix structural engineer, assumed at beginning of construction and at beginning of drilling shafts).
- Attend field reviews to assist with issue resolution (three in-person field reviews assumed, attended by one Parametrix structural engineer).

Deliverables

- Plan clarifications.
- RFI responses.
- Review comments on submittals.
- Documentation for change orders.
- Field notes as required.

Assumptions

The following assumptions apply to this task:

- The City will review the modular block wall submittal, including design calculations and shop drawings.
- Weekly construction meeting attendance is captured in Task 3.
- Change orders will be led by and assembled by the City. Parametrix will provide engineering support to the City by preparing documentation for the change orders, such as revised plan sheets and special provisions.

Task 3 – Miscellaneous Civil Construction Support

Objective

Parametrix shall support the City, when requested, by reviewing miscellaneous civil project elements as needed to address City and Contractor questions during construction.

The following activities are associated with this task:

- Review and provide responses to Contractor's RFIs (up to four RFIs assumed).
- Review submittals for specialty items, including luminaires, rectangular rapid-flashing beacons (RRFBs), and trench drain (up to five submittal reviews assumed, including submittals addressing comments).
- Provide plan clarifications and revisions by Engineer of Record (up to four assumed).
- Review change order requests and develop change order documentation (up to two assumed).
- Attend field reviews to assist with issue resolution (three in-person field reviews assumed, attended by one Parametrix Engineer of Record).
- Attend in-person weekly construction meetings (fourteen construction meetings assumed, attend by one Parametrix engineer).

Deliverables

- Plan clarifications.
- RFI responses.
- Review comments on submittals.
- Documentation for change orders.
- Field notes as required.

Assumptions

The following assumptions apply to this task:

- Change orders will be led by and assembled by the City. Parametrix will provide engineering support to the City by preparing documentation for the change orders, such as revised plan sheets and special provisions.
- Construction field work is anticipated to last for fourteen weeks, and weekly meetings will be occurring during those weeks.

Task 4 – Geotechnical Construction Support (HWA)

Objective

HWA will provide geotechnical observation services during construction of the proposed project.

Activities

This will include geotechnical support for review of submittals and RFIs, consultation during construction, and field/geotechnical inspection for construction of the proposed retaining walls.

Geotechnical services during construction include:

- Review Contractor Submittals and RFIs – Provide services that include submittal review/approval and RFI responses for up to two RFIs and four submittals.
- Preconstruction Meeting – Prepare for and attend one preconstruction meeting.
- Consultation during Construction – Provide consultation for geotechnical aspects of the project that arise during construction of the proposed improvements. Up to 20 hours assumed.
- Task Management and QC – Prepare monthly invoices, correspond with the design team on a regular basis, and provide internal QC of reports prior to distribution to the design team or the City.

Geotechnical special inspection services include:

- Full-Time Observation for Soldier Pile Shaft Installation – HWA will provide full-time site visits to observe installation of soldier pile shafts. We assume four site visits will be needed at 12 hours per visit. Time includes travel and writing field reports.

- Final Inspection Report – Prepare a final inspection letter for submittal to the City stating that construction of walls and other observed improvements have adequately met the recommendations in the geotechnical report.

Deliverables

The following deliverables will be prepared:

- Responses to RFIs.
- Field reports.
- Final inspection letter.

Assumptions

The following assumptions apply to this task:

- The construction services are provided based on an estimated rate of progress by the Contractor, which may require adjustment due to the Contractor's rate of construction, weather delays, and/or other factors beyond our control.
- Our scope does not include utility work (trench material, subgrade preparation trench backfill and compaction), roadway work (subgrade preparation, sampling of hot mix asphalt [HMA] materials), and luminaire and signalization upgrades. If requested, HWA can prepare a scope to perform these services.
- Our scope does not include safety assessments or identification or evaluation of contaminants that may be present in the soil or groundwater.
- All night work is charged at an 8-hour minimum segment. Night work canceled within 12 hours of scheduled time will be charged 4 hours.
- All weekend work is charged at a 4-hour minimum segment. Weekend work canceled within 12 hours of scheduled time will be charged 4 hours.
- This cost estimate assumes that special inspection (rebar) will be performed by others. HWA is not certified by the Washington Association of Building Officials (WABO) for structural concrete.
- Material testing and acceptance will be performed by others.
- The City will verify the subgrade soils and construction methods are suitable to provide support for the modular block walls.

Task 5 – Arborist Construction Support (Tree Solutions Inc.)

Objective

Tree Solutions will monitor construction near trees as outlined in the arborist report dated April 19, 2023.

Activities

The following activities will be performed as part of this task:

- Internal coordination (scheduling, tracking and logistics).

- External communication (emails, phone calls, and meetings with client and project team).
- Preparation for construction monitoring (plan review).
- Monitoring of construction near trees per arborist report (up to 5 full days).
- Round-trip travel to site.

Deliverables

The following deliverables will be prepared:

- Construction monitoring memos to document tree impacts.

Assumptions

The following assumptions apply to this task:

- The minimum construction monitoring charge is ½ day fee. Tree Solutions must receive all construction monitoring requests 3 business days in advance. They must be submitted and confirmed by the end of the day Thursday of the preceding week. Any cancellations for monitoring within 2 business days (48 hours) will still be charged ½ day rate.
- Priority service rates apply to weekend, evening, and holiday work (2x standard rate), and for rush services requested on less than 5 business days notice (1.5 x standard rate).
- Tree Solutions staff are not and do not claim to be soil experts. An independent evaluation of the site's soil should be obtained by a qualified professional if an additional understanding of the site's characteristics is needed to make an informed decision.

Task 6 – Maximum Extent Feasible Documentation

Objective

MEF documentation will be prepared for the project elements not satisfying Americans with Disabilities Act (ADA) accessibility criteria.

Activities

The following activities will be performed as part of this task:

- Develop MEF documentation for the out-of-compliance curb ramp elements.
- Develop MEF documentation for the out-of-compliance crosswalks, RRFB push buttons, and driveways.

Deliverable

The following deliverable will be prepared:

- MEF technical memorandum.

Assumptions

The following assumptions apply to this task:

- Due to existing road and driveway grades, approximately 24 elements for approximately six curb ramps and five driveways are anticipated to be designed to the maximum extent feasible.
- The MEF documentation will be developed following construction of the improvements. This work is anticipated to occur in fall 2024.
- The City will provide the completed WSDOT curb ramp forms, which are anticipated to include as-built measurements and photos for the MEF documentation.

					Jenna Anderson	Kallyse Crawford	Kathleen Bell	Alvin Valencia	Jingjing Lu	Joe Merth	Kandace Richardson	Lori Gilbertson
					Sr Consultant	Engineer IV	Engineer IV	Sr Designer	Engineer IV	Sr Consultant	Project Coordinator	Sr Project Accountant
3.07 Billing Rates:					\$255.70	\$165.14	\$194.61	\$197.89	\$173.64	\$299.45	\$116.05	\$146.56
Task	Subtask	Description	Labor Dollars	Labor Hours								
01		Project Management and Communication	\$12,050.61	70	16	32	0	0	0	0	18	4
	01	Status Meetings with City (Virtual)	\$2,045.60	8	8							
	02	Monthly Invoices, Progress Reports and Budget tracking	\$4,024.40	24	8						12	4
	03	Correspondence and Documentation	\$2,642.16	16		16						
	04	Subconsultant Coordination	\$3,338.44	22		16					6	
02		Structural Construction Support	\$22,751.46	106	0	0	0	8	65	33	0	0
	01	RFIs and Submittals	\$13,490.81	69					57	12		
	02	Plan Clarifications	\$2,085.02	10				4	4	2		
	03	Change Orders	\$2,085.02	10				4	4	2		
	04	Preconstruction Meetings (In-Person)	\$1,796.69	6						6		
	05	Field Reviews for Issue Resolution (In-Person)	\$3,293.93	11						11		
03		Miscellaneous Civil Construction Support	\$25,694.00	130	26	30	50	8	16	0	0	0
	01	RFIs and Submittals	\$5,457.60	28	4	8	16					
	02	Plan Clarifications	\$3,972.83	20	4	6	6	4				
	03	Change Orders	\$2,741.94	14	2	4	4	4				
	04	Field Reviews for Issue Resolution (In-Person)	\$2,217.40	12		4	8					
	05	Weekly Construction Meetings (In-Person)	\$11,304.23	56	16	8	16		16			
04		Geotechnical Construction Support (HWA - See Below)	\$0.00	0	0	0	0	0	0	0	0	0
05		Arborist Construction Support (Tree Solutions - See Below)	\$0.00	0	0	0	0	0	0	0	0	0
06		Maximum Extent Feasible Documentation	\$6,259.91	38	2	32	0	0	0	0	4	0
	01	Develop documentation	\$6,259.91	38	2	32					4	
Labor Totals:				344	44	94	50	16	81	33	22	4
Totals:			\$66,755.98		\$11,250.81	\$15,522.72	\$9,730.37	\$3,166.28	\$14,064.78	\$9,881.78	\$2,553.01	\$586.25

Subconsultants		
Task 04	HWA	\$30,296.00
Task 05	Tree Solutions	\$10,620.00
Subconsultants Total:		\$40,916.00

Estimated Direct Expenses	
Mileage - \$0.67/mile	\$1,058.60
Direct Expenses Total:	\$1,058.60

Project Total \$108,730.58

HWA

Cost Estimate



Scope of Work: See Scope document dated February 15, 2024

ESTIMATED HWA LABOR:

DESCRIPTION	PERSONNEL & 2024 DIRECT HOURLY RATES					TOTAL HOURS	TOTAL AMOUNT
	Principal	Geotechnical Engineer VII	Geotechnical Engineer V	Geologist VI	Geologist II		
	\$104.00	\$85.00	\$61.50	\$60.00	\$35.00		
Geotechnical Support During Construction							
-Response to Contractor's RFIs and Submittals (Assume 2 RFIs, 4 Submittals @ 3 hours each)	2	18				20	\$1,738
-Attend Pre-Construction Meeting		4		4		8	\$580
-Consultation during Construction	4	16				20	\$1,776
-Task Project Management and QC	2	8	4			14	\$1,134
-Full Time Observation for Soldier Pile Shaft Installation (Assume 4 full days)		5		48		53	\$3,305
-Prepare a Final Inspection Report		4	8			12	\$832
TOTAL LABOR:	8	55	12	52	0	127	\$9,365

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.67/mile	\$322
TOTAL DIRECT EXPENSES:	\$322

PROJECT TOTALS AND SUMMARY:

Direct Salary Costs (DSC)	\$9,365
Overhead @ 190.07% of DSC	\$17,800
Fixed Fee @30% of DSC	\$2,810
Laboratory Testing	\$0
Direct Expenses	\$322
ESTIMATED PROJECT TOTAL:	\$30,296

Assumed Conditions:

1. This estimate is based on assumed rates of progress by the Contractor. The actual cost of our work will depend on the Contractor's choice of equipment, the conditions encountered, the weather, and other factors beyond our control. In the event it seems necessary to exceed our authorized budget, we will notify you and seek additional authorization before proceeding.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
6. All weekend work is charged at an 4 hour minimum segment. Weekend work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
7. This cost estimate assumes Special Inspection (rebar) will be performed by others. HWA is not WABO certified for Structural Concrete.
8. Material testing and acceptance will be performed by others.

Tree Solutions Inc. (TSI)

Cost Estimate & Scope of Work

Construction Phase Proposal

January 25, 2024

Client: Parametrix c/o Jenna Anderson
Project: Prentice Avenue/Fennimore Street Half-Width Frontage Improvements
Site Address: Near 9114 Prentice Ave, Gig Harbor, WA 98332

Overview:

Proposal for arborist construction support services primarily consisting of construction monitoring.

Scope of Work:

Project Management

- Internal coordination (scheduling, tracking and logistics).
- External communication (emails, phone calls, and meetings with client and project team).

Site Visit

- Preparation for construction monitoring (plan review).
- Monitoring of construction near trees as outlined in the arborist report produced by Tree Solutions Inc. dated 4/19/2023.
- Round trip travel to site.

Deliverables

- Construction monitoring memos to document tree impacts.

Estimated costs – Design and Construction

	Rate	Hours	Cost
Project Management	180	3	540
Site visit - Construction monitoring (5 full days)	180	50	9000
Production of Deliverables	180	6	1080
TOTAL			10620

This proposal is for services provided by Tree Solutions Inc. It is an estimate only, based on the information provided and scope of work as described above. We charge for time spent and materials used on site. If significant revisions are requested following delivery of the initial report, additional billing time will be required. Services requested either verbally or in writing outside of this initial scope will be completed as directed by the client and billed accordingly. This proposal is only valid for 30 days.

All construction monitoring requests, must be submitted to us and confirmed by the end of the day Thursday of the preceding week. Any cancellations for monitoring within 2 business days (48 hours) will still be charged ½ day rate.

Any cancellations for non-monitoring initial site visits within 2 business days will be charged the mobilization fee, which will be applied to a postponed site visit if rescheduled. This proposal does not account for cancellation charges.

If you agree with the scope of work and estimated cost above, contract terms and schedule of fees on the following pages, please indicate your authorization to proceed by signing below.

Signature of Authorizing Agent: _____ Date _____

Printed Name / Title: _____

Company: _____

UBI No.: _____

Billing Contact/Address: _____

Billing Email: _____ phone _____

Tree Solutions Representative: Tyler Bunton – Consulting Arborist

PUBLIC WORKS CONTRACT**PRENTICE AVE/FENNIMORE ST HALF-WIDTH FRONTAGE IMPROVEMENTS
PROJECT
CSP-2107**

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 Active Construction, Inc., organized under the laws of the State of Washington, located and doing business at 5110 River Road E, Tacoma, WA 98443, hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of an extension of the pedestrian network from Peacock Hill Avenue to Harbor Ridge Middle School, including the realignment of Prentice Avenue from Fennimore Street to Woodworth Avenue within the City of Gig Harbor. This work generally provides a new sidewalk on the north and west side of the project limits, with RRFB crossings at Peacock Hill Avenue and Fennimore Street, soldier pile wall along Prentice Avenue, curb ramps to meet Americans with Disability Act (ADA) requirements, or to the maximum extent feasible, modular block walls, stormwater infiltration, other stormwater system improvements and other work, all in accordance with the Contract Plans, Special Provisions, and the Standard Specifications, including the schedule of prices in the "Proposal," the sum of One Million Nine Hundred Seventy-four Thousand Nine Hundred Seventy-four Dollars and Zero Cents (\$1,974,974.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

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

including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.

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

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

CITY of GIG HARBOR:

CONTRACTOR:

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



DEPARTMENT UPDATES

Wednesday, February 21, 2024

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

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

ADMINISTRATION

City Administrator Katrina Knutson

Small Business Ambassadors: Small businesses are the backbone of our city's economic vitality. They represent those small-town values our community holds near and dear. While we do support our larger businesses, the smaller, local shops are those we find our community identifies with most. In fact, the city council's Two-year Strategic Plan 2023-2024 identifies the promotion and enhancement of a dynamic and robust economy as an overarching priority. In support of that priority, the council set forth a goal to increase vitality of the city's small businesses.

Staff has been supporting that goal through efforts to streamline permitting processes, facilitating business assistance meetings, and through continued partnerships with the Gig Harbor Waterfront Alliance and the Gig Harbor Chamber of Commerce. Recently, staff met with representatives from both organizations to lay some early groundwork for a small business ambassador program. The program would act as an advocacy group, supported by knowledgeable and skilled volunteers who would assist new and existing businesses work through the various components of operation and ownership such as: zoning, permitting, business plans, budgeting, feasibility, etc. The group will meet again in mid-March to continue the discussion around this program and begin thinking about stakeholders and implementation strategies. More to come!

Diversity, Equity, Inclusion, and Belonging (DEIB): The H3 program partnered with Human Resources to take the first step in the strategic plan directed by city council to review and update the city's DEI program. In this effort, the H3 program manager and HR generalist hosted the city's first DEIB training for all city staff on February 8. The training was presented by Evan Chinn, Partner at Summit Law Group. Staff's dedication to enhancing our understanding of these crucial concepts demonstrates the commitment to fostering an equitable workplace.

Free Legal Aid Pop-up: On February 13, the H3 program partnered with Tacoma Probono Community Lawyers to host the first FREE legal aid popup at the Civic Center. It was an incredibly successful event. There were so many residents in attendance that the individuals from Tacoma Probono Community Lawyers were booked solid. It was great to see the community come out and utilize this important resource. Looking forward to the next legal aid popup on March 12, from 4:00 p.m. until 6:00 p.m. at the Civic Center. *The legal aid popup will take place the second Tuesday of each month.*

American Red Cross: At the [February 12 city council meeting](#), the mayor read a proclamation declaring March as Red Cross Month in Gig Harbor. Accepting the proclamation, Larry Bleich spoke on the extraordinary mission of the American Red Cross to fulfill the never-ending need for blood. He also recognized the City of Gig Harbor as hosting some of the most successful drives in the country, thanks in large part to the hard work and dedication of Michelle Thomas. Her leadership in this endeavor has been remarkable and the city looks forward to furthering the life-saving mission of the American Red Cross, one drive at a time.



Community Faith Leaders Gathering: On February 8, the mayor and H3 hosted a meeting of community faith leaders with the purpose of coming together to talk about the important work being done to help our most vulnerable neighbors. Multiple local churches participated in a very engaging conversation around the past and present efforts being made in the community to support our residents experiencing food insecurity, mental health concerns, homelessness, and much more. The group also brainstormed about future opportunities. It was agreed that continuing this collaboration effort will be greatly beneficial; therefore, the Community Faith Leaders Gathering will be held quarterly.

COMMUNITY DEVELOPMENT

[Community Development Director Carl de Simas](#)

In keeping with our continual commitment to improve processes, the department recently implemented two changes. The first is an update to our permit portal page. All credit is due to our interdepartmental “tech team” who brainstormed ideas that would bolster the page, with a focus on the user experience and useful content and information. The page now contains helpful links to applications and checklists, business license information, and much more. Check it [out!](#)

The second change is organizational. Through a collaborative effort between our department and Public Works Engineering, we have decided to move the Permit Coordinator position from the Building Division to a direct report of the Community Development Director. The Permit Coordinator, according to the job description, is responsible for permitting across all divisions – Planning, Building, and Engineering. The position has never really functioned in that manner. While it has assisted all divisions and maintained the permitting software utilized by all divisions, it has never been given such a broad scope. The goal with this change is to centralize our permitting processes, much like a permit center would do, and standardize those processes where possible, eliminating ambiguity and waste. This change will also free up some time for those positions currently managing permits for their respective divisions. While the Permit Coordinator will not be reclassified to a supervisory position, this move will provide for quality oversight of the city's permit program, including metrics and future recommendations for improvements. More to come as these exciting changes develop!

PLANNING

We received a recommendation from the Planning Commission on February 15 to approve proposed changes to Chapter 17.96 of the GHMC. The changes will eliminate the current requirement that all Change of Use applications apply for a Site Plan Review permit. This change was discussed during the Kaisen/Lean process improvement workshop held in October 2023. The recommendation will be presented to the city council in March.

Following two city council study sessions, a letter is being drafted in support of Pierce County's proposal to retract several portions of the Gig Harbor Urban Growth Area (UGA), including Purdy. While the letter is not binding on the Pierce County Council, it reflects the findings contained in the UGA Assessment and Guidelines adopted by the city in March 2023.

BUILDING

At the February 12 city council meeting, the council voted unanimously to adopt the amended Washington State Building Code. This code cycle, featuring the 2021 series of construction codes, comes with some considerable (and controversial) changes to the State Energy Code, where energy efficient heat pump technology will become the norm for all new construction throughout the state. At the local level the process of appeals of administrative determinations, which previously featured the Building Code Advisory Board, will now utilize the Hearing Examiner process, consistent with many of our other departments.

The Building Division was pleased to issue a Temporary Certificate of Occupancy (TCO) this past week for the Public Works Operations Center, with just a few minor items left to be completed by early May.

The Division received 30 permit applications this reporting period and issued 29 permits, including a tenant improvement for Love of Spice's new location on Harborview.

CODE ENFORCEMENT

No updates this time but stay tuned!

COURT

[Court Administrator Stacy Colberg](#)

CLJ-CMS Enterprise Justice Project Status: On February 1, Gig Harbor Municipal Court staff visited Tacoma Municipal Court for a demonstration of the new case management system, Enterprise Justice. Tacoma Municipal Court successfully implemented Enterprise Justice in November 2023. The other pilot courts, Pierce County District Court, Fircrest/Ruston Municipal Court, and Gig Harbor Municipal Court have delayed implementation for various reasons.

Based on lessons learned from the pilot courts, the CLJ-CMS Project will be holding several outreach events to actively share relevant project information to help courts better prepare for the transition to the new system. A new implementation plan is being developed with the goal of getting as many courts on the new system as swiftly as possible to include early adopters. The early adopters phase will include up to 10 courts that would all go live by late fall/early winter 2024. The criteria for early adopters include availability of key court personnel, size of the court, complexity of current business processes, existing automated processes, and readiness to implement the off-the-shelf system.

FINANCE

[Finance Director Dave Rodenbach](#)

Levy Lid Lift Update: At the [February 12 city council meeting](#), council passed [Resolution 1305](#). The resolution calls for a special election to be held on April 23, 2024, for the purpose of authorizing a property tax levy lid lift. The council settled on an amount of \$1.10 per \$1,000 of assessed valuation. This amount will raise an additional \$2.0 million per year.

HUMAN RESOURCES

[Human Resources Director Shannon Costanti](#)

ADVANCE YOUR CAREER

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

Position	Type	Status
Police Officer - Entry Level	FT	Continuous
Police Officer - Exceptional Entry	FT	Continuous
Police Officer - Lateral Entry	FT	Continuous
Police Services Specialist	FT	Closed - selection pending

2023 Best Commuter Business: Pierce County's Commute Trip Reduction program, Ride Together Pierce, recently announced the City of Gig Harbor as one of the county's Best Commuter Businesses of 2023. This designation recognizes Gig Harbor's commitment to reducing car congestion, fuel consumption, and air and water pollution in our region. This was accomplished through providing commuter benefits to our employees, engaging with our employees to promote sustainable transportation options, and successfully reducing the number of employees driving to work alone.

The City of Gig Harbor is one of 28 employers across Pierce County to receive this award for the year 2023. Since the program's inception in 2019, Ride Together Pierce's Best Commuter Business leadership program has recognized over 31 unique employers and over 48 worksites across Pierce County with a bronze, silver, or gold level designation.

Ride Together Pierce works with local jurisdictions, employers, and schools to develop transportation solutions through programming and marketing strategies. The Best Commuter Business leadership program recognizes employers' efforts to reducing drive-alone rates and provides employers with a roadmap to improving their commuter benefits. Strong commuter benefits attract and retain top talent, reduce employee parking demand, and demonstrate environmental responsibility. Supporting sustainable transportation options also assists with employers' equity efforts and aids the local economy. To learn more about the Ride Together Pierce's Best Commuter Business program, visit RideTogetherPierce.com/BCB.

ITS

Information Technology Services Manager Keith Smith

Facilities Security: We continue to work with our vendor, Security Solutions Northwest, to deploy cameras and door controls to facilities around the city for the new security badge system.

POLICE

Police Chief Kelly Busey

Audit: Last week, we underwent our triennial state audit surrounding the manner in which we secure criminal justice records. We passed with flying colors and favorable comments from the auditor. Kudos to Police Services Specialist Kerri Rowan for ensuring our physical records and processes were in perfect order. Additional recognition goes to Information Systems Manager Keith Smith for ensuring the electronic pathways in which our data is transmitted is in compliance. This was a heavy lift for both and their efforts led to the successful audit results.

Retail Theft Emphasis: On February 15 and 16, we conducted a retail theft emphasis patrol that garnered 19 arrests. This is a good news-bad news scenario in that we were able to apprehend so many people, but there were so many people to be had. We could likely run this emphasis several weeks in a row with similar results, but we are using our staffing resources wisely to make an impact and send a message to would-be thieves.

Hiring: We have an additional lateral police officer candidate who is in the final stages of their background and hiring process. Stay tuned for good news on “Officer 22” soon.

PUBLIC WORKS

Public Works Director Jeff Langhelm

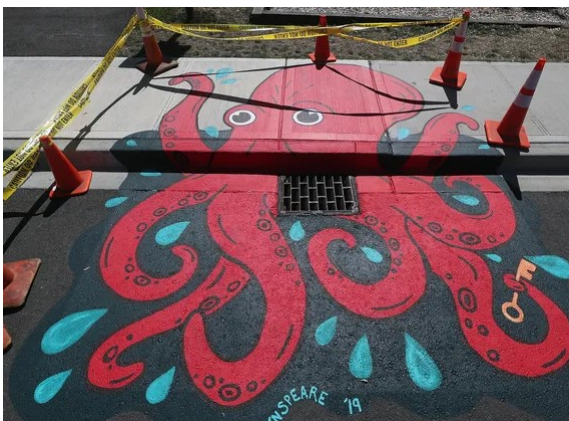
Capital Improvement Project Status Updates: For the most recent updates on the city’s design and construction projects, see our online [CIP StoryMap](#).

Conservation Property Management Plan: Staff is beginning work on a property management plan for Phases 1 and 2 of the txʷaalqəl Conservation Area. This plan is required due to funding provided by the Pierce County Conservation Futures program. It will help guide how the city manages the properties and future public access, amenities, and trails.

Sport Complex Phase 2 & 3 Feasibility Study: The city has received the draft feasibility study from BCRA. It is on track to be presented to council for adoption at the March 11 city council meeting.

Wastewater Operations Updates: (1) The Wastewater Division is working on gathering estimates for sealing of the wet well at lift station #14 on Wagner Way. Currently, there is a large amount of groundwater leaking into the wet well and being pumped to the treatment plant, which negatively affects the treatment process. (2) Crews will also be removing one of the three pumps at lift station #3A to replace a leaking seal. (3) Nancy and Chuck are working on the procurement of a replacement odor control unit at the wastewater treatment plant. This existing unit is now being replaced because its major components are showing extreme wear and fatigue due to failure of the original PVC material. The new unit will be made from reinforced fiberglass. (4) Jim continues the digester solids testing through the week. The information gathered through this testing will be used by the design consultant working on the digester upgrade project. (5) Jim is also leading the in-house maintenance and repair work occurring on the city’s bio-solids trailer.

Storm Drain Art: Last week, Michael Abboud gave a presentation to the Arts Commission to get their support for pursuing a Storm Drain Art Program in Gig Harbor. This would be a fun and innovative way to educate the public on stormwater issues and beautify our city. Generally, the Arts Commission was enthusiastic about the idea and had some thoughts on how to move forward and making it a reality. More to come as Michael reaches out to other jurisdictions who have done this in the past for their input.



Public Works Operations Center Construction: A lot has been occurring on many fronts to bring this project to the finish line. (1) Dean wants to give Jeff Olsen a 'shout-out' for taking care of a lot of the communications, alarms, security gates, and entry systems with the sub-contractors for the new building. There are a lot of complicated systems and Jeff's constant help was crucial in getting everything up and running ASAP. Thanks Jeff! (2) Dean also wants to give Keith a 'shout-out' for handling the service change over from the old building to the new buildings for the new cables, equipment, testing, and security systems. This help made for a smoother transition from the old building systems into the new operations center. Thanks Keith! (3) The vendor is installing the furniture, and the Operations Crew spent time last week beginning the move from the shop building to the new operations center.





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

Meeting Date: February 26, 2024

SUBJECT: Ordinance 1522 Adopting Zoning Controls Pertaining to Site Specific Rezones and Height Restriction Area Variances, Amending Chapters 17.62, 17.100, 19.01 of the Gig Harbor Municipal Code

SUBMITTED BY: Senior Planner Jeremy Hammar

DEPARTMENT: Community Development

PHONE: (253) 853-7606

SUGGESTED MOTION: Move to approve Ordinance 1522.

BACKGROUND INFORMATION: On September 7, 2023, the city council adopted Interim Ordinance 1516 pertaining to the city's height restriction area map, processing amendments to the height restriction area map, and processing site-specific rezone applications. The ordinance was brought forward to institute interim zoning controls rather than permanent regulations due to permit applications already in process which were relative to the amendments. These interim zoning controls are effective for a period of 6-months before permanent zoning controls must be adopted or the interim controls are extended for another period of up to 6-months.

It was brought to staff's attention that the process adopted in the Gig Harbor Municipal Code (GHMC) for amending the city's zoning map through a site-specific rezone was improper. A site-specific rezone, typically an application submitted by a private property owner and relative to a specific property, or properties, was processed as a Type III permit application, authorizing the hearing examiner to make the final decision regarding project approval. Site-specific rezones, however, are considered quasi-judicial decisions and amend the city's zoning map, and therefore should be decided by the city council. This ordinance rectifies that process error in the code.

In addition, while processing an application for a height restriction area (HRA) map amendment, staff found that the code language describing the HRA was ambiguous. Section 17.62.020 GHMC stated that the HRA standards "shall be imposed as an overlay zone shown on the city's official height restriction area map, which depicts the property subject to the height restriction." This language did not describe what the HRA map is or how it is adopted. An overlay is typically adopted as part of a jurisdiction's zoning map. This was not the case, nor did this section prescribe such. Staff's research into the matter found that the code section did originally describe the HRA as the "height overlay district" and noted that it was an overlay to be shown on the city's official zoning map. Having the HRA shown as an overlay on the zoning map is preferred and helps to better prescribe amendments to the overlay and/or the standards for properties within the overlay.

As it stood before the adoption of Ordinance 1516, the city accepted applications for amendments to the HRA map as a Type III process (final decision made by the hearing examiner) whereby approval led to removal of the property from the HRA altogether. If

the HRA is truly a zoning overlay as originally intended, changing the boundaries of the HRA should amount to a site-specific rezone. As noted previously, a site-specific rezone will now be decided by the city council with a recommendation provided by the hearing examiner. Secondly, if an owner of property within the HRA wants to propose a project that would deviate from the HRA standards (maximum height of 16-feet), the proposal would be the subject of a variance, as would any other proposal to deviate from a performance standard in GHMC. This ordinance corrects this additional, but relative error in process by adding the HRA to the city's zoning map, clarifying the process for deviating from the HRA standards, and removing property from the HRA overlay zone. The ordinance does not affect the 16-foot maximum height standard of the HRA.

At the Planning Commission study sessions dated November 16, 2023, and December 21, 2023, Planning Commissioners reviewed the interim zoning controls (Ordinance 1516) and discussed a possible change to the portion of the ordinance designating the hearing examiner as the appropriate body to make a recommendation to city council. The commissioners determined, that with adequate support and education regarding the permitting and processing requirements, the Gig Harbor Planning Commission can, and should be, the recommending body for site-specific rezone applications due to potential impacts to the character, feel, and dynamics of the subject area. The Planning Commission, being a body of local residents and appointed by local elected officials, have the perspective necessary to conduct an analysis that takes into account factors important to our community. Additionally, the Planning Commission is typically a recommending body, while the hearing examiner is typically a decision maker.

At the PC meeting on January 18, 2024, a public hearing was held to hear public testimony regarding the proposed permanent regulations pertaining to site-specific rezones and height restriction area variances. Written testimony was provided by two individuals following the publishing of the notice of public hearing, and testimony was provided by another two individuals in-person at the hearing. Following a discussion of the draft ordinance, a motion was made to recommend approval of the ordinance as presented by staff.

In accordance with Chapter 19.01.05 GHMC a zoning code text amendment is a legislative decision with a final decision to be provided by city council. The city council may consider the planning commission's recommendation in a public hearing held in accordance with the requirements of Chapter 19.05 GHMC and RCW 36.70A.035 and all other applicable law.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Ordinance 1522
 2. Planning Commission Recommendation
-

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

ORDINANCE 1522

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING ZONING CONTROLS PERTAINING TO SITE SPECIFIC REZONES AND HEIGHT RESTRICTION AREA VARIANCES, AMENDING CHAPTERS 17.62, 17.100, 19.01 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Chapter 17.62 of the Gig Harbor Municipal Code (GHMC) describes the city's height restriction area (HRA), related standards, and sets forth the procedure for processing an application to amend the HRA; and

WHEREAS, upon careful review of Chapter 17.62 GHMC city staff has found an ambiguity in how the HRA map is adopted and how amendments to the map are processed; and

WHEREAS, current code adopts the HRA as an overlay on the city's HRA map and amendments thereto are processed as a Type III permit application, which provides the city's hearing examiner with the authority to make the final decision and, if approved, results in removal of the subject site from the HRA map; and

WHEREAS, upon review of the historical legislative record relative to Chapter 17.62 GHMC, city staff found that the HRA map was originally adopted as a zoning overlay on the city's zoning map; and

WHEREAS, a proposal to remove a site from an adopted zoning overlay should be considered a site-specific rezone, while a proposal to vary from the standards of the city's development regulations, unless otherwise specified, is typically processed as a variance in accordance with the provisions of Chapter 17.66 GHMC; and

WHEREAS, Chapter 19.01 GHMC sets forth the procedures for processing the city's defined permit application types; and

WHEREAS, site-specific rezones are currently categorized as a Type III permit application whereby the city's hearing examiner holds a public hearing and makes the final decision; and

WHEREAS, site-specific rezones are considered a quasi-judicial decision which is the purview of city council; and

WHEREAS, quasi-judicial decisions are considered a Type IV permit application whereby the city council conducts a public hearing and makes the final decision; and

WHEREAS, due to potential impacts on local character a site-specific rezone could present, it would be proper for the city council to cede the hearing and receive a recommendation from the city's planning commission relative to a specific proposal; and

WHEREAS, the city's planning commission reviewed the interim controls set forth in Ordinance 1516 at public meetings on November 16, 2023, and December 21, 2023; and

WHEREAS, the city's planning commission held a public hearing on January 18, 2024; and

WHEREAS, the planning commission received written testimony from two individuals and heard testimony from an additional two individuals at the public hearing; and

WHEREAS, the planning commission made a motion to recommend approval of the draft ordinance as presented by staff and provided a recommendation to the city council dated January 19, 2024;

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

Section 1. The recitals set forth herein are hereby adopted as findings of fact.

Section 2. Section 17.62.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.62.020 Map-adoptedHeight restriction area map. The standards of this chapter shall be imposed as an overlay zone shown on the city's official ~~height restriction area~~ zoning map, which depicts the property subject to the height restrictions. The boundary for the height restriction area overlay shall be that which was published on the city's former height restriction area map last updated on October 4, 2016.¹ The process for amending the city's zoning map is set forth in Chapter 17.100 GHMC. The standards of this chapter are supplementary to the regulations contained in the underlying zones.

Section 3. Section 17.62.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.62.040 Amendment to height restriction area map Height restriction area variance. ~~Amendments to the height restriction area map are a Type III permit procedure. The procedures established under Chapter 17.100 GHMC and GHMC Title 19 for the consideration of amendments to the zoning district map shall be followed for amendments to the height restriction area map. The criteria for approval shall be as follows:~~ Variances from the standards of this section shall be project specific and

¹ City Ordinance Number 1342

subject to the complete application requirements, permit application procedures, required findings and duration of approval requirements set forth in Chapter 17.66 GHMC for general variances. In addition, the hearing examiner shall make findings of fact setting forth and demonstrating that the following circumstances exist:

- A. ~~That the~~The request to amend the height restriction area map furthers the goals, policies and objectives of the comprehensive plan;
- B. ~~The property or area proposed for exclusion from the height restriction area map site~~ does not currently possess a view of Gig Harbor Bay, Mt. Rainier or the Puget Sound Narrows;
- C. The gradient of the land within 100 feet of the property or area does not have a slope of five percent or greater toward Gig Harbor Bay, Mt. Rainier or the Puget Sound Narrows;
- D. ~~That views~~Views from adjacent properties will not be adversely affected.

Section 4. Section 17.100.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.100.010 Authority to amend. Whenever the public health, safety, general welfare, modifications to the comprehensive plan or good zoning practice requires, the city council may amend, supplement, modify, repeal or otherwise change these regulations and the boundaries of the districts in conformity with the comprehensive plan. ~~Site specific rezones are a Type III permit application and area wide rezones are a Type V permit application and shall be processed in accordance with Chapter 19.02 GHMC.~~

Section 5. Section 17.100.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.100.020 Manner of initiation. Changes in this title may be initiated in the following manner:

A. *Source.*

1. The city council upon its own motion may initiate changes in this title.
2. The planning commission upon its own motion may ~~initiate~~recommend to city council changes in this title.
3. Any individual, corporation or agency other than those listed above may initiate changes in this title. Amendments are processed as a ~~Type IV permit procedure~~ set forth in Chapter 19.01 GHMC and subject to the following:
 - a. ~~For an area-wide zoning map amendment~~, the initiating individual, corporation or agency must be the owners or owner of a majority of the land in the petition area; and
 - b. For a site-specific zoning map amendment, the initiating individual, corporation or agency must be the property owner or authorized agent of the property owner; and
 - ~~b.c.~~ For an amendment to the text of this title, the initiating individual, corporation or agency must be an owner of real property within the city.

B. *Form.* An application for a change in the boundary of a district or the text of this title shall be filed with the planning department and shall be accompanied by such data and information as are necessary to assure the fullest practicable presentation of the facts. It shall set forth reasons and justification for proposing a change.

C. *Minimum Area.* Except for the extension of existing district boundaries and amendments to zoning overlays, no change in any use district, classification or official zoning map shall be considered if it contains fewer than two acres, excluding public streets or alley rights-of-way.

D. *Submittal Consideration.* The city council shall not consider any proposed amendment to the zoning map that is substantially the same as any other proposed amendment submitted within the previous 12 months which was disapproved. (Ord. 710 § 97, 1996; Ord. 573 § 2, 1990).

E. *Fees.* Applications submitted by private individuals or groups, or private entities are subject to application and processing fees as set forth in the city's adopted fee schedule.

Section 6. Section 17.100.025 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. Section 17.100.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.100.030 Public hearing and notification. Public hearings and notifications related thereto shall be accomplished in accordance with the procedures and requirements established pursuant to Chapter 19.05 GHMC. ~~The planning commission's action shall be a recommendation to the city council.~~

Section 8. Section 17.100.035 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.100.035 General criteria for zoning district map amendment. Applications for amendments to the zoning ~~district map~~ (which include, but are not limited to, site specific rezones) may only be approved if all of the following criteria are satisfied:

A. The application for the zoning ~~district map~~ amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan and Chapter 17.12.015 GHMC;

B. The application for the zoning ~~district~~ amendment must further or bear a substantial relationship to the public health, safety and general welfare;

C. No substantial detrimental effect will be caused by the granting of the application for the amendment; and

D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning ~~district map~~.

Section 9. A new section is hereby added to Chapter 17.100 to read as follows:

17.100.040 General criteria for zoning text amendment. The city council's approval, modification, deferral, or denial of an amendment application must be based on the following criteria:

A. The proposed amendment is consistent with the goals, objectives, and policies for the comprehensive plan; and

B. The proposed amendment is consistent with the intent and purpose of the subject chapter or this title, generally.

Section 10. Section 19.01.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.01.003 Project permit application framework.

A. Action Type.

	PROCEDURE FOR PROJECT PERMIT APPLICATIONS (TYPE I – IV)					LEGISLATIVE
	TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Recommendation made by:	N/A	N/A	N/A	N/A	N/A; <u>Planning commission for site specific rezones</u>	Planning commission
Final decision made by:	Director	Director	Hearing examiner	Hearing examiner	City council	City council
Notice of application:	No	Yes	Yes	Yes	Yes	No
Open record public hearing or open record appeal of a final decision:	No	Only if appealed, open record hearing before hearing examiner	Yes, before hearing examiner to render final decision	Yes, before hearing examiner to render final decision	No	Yes, before planning commission which makes recommendation to council
Closed record appeal/final decision:	No	No	No, only if site-specific rezoning appealed,	No	Yes, before council to render final decision	Yes, or council could hold its own hearing

			then before council			
Judicial appeal:	Yes	Yes	Yes	Yes	Yes	Yes

B. Decisions.

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Final short plat	Preliminary short plat	Plat vacations and alterations	Preliminary plats/major preliminary plat revisions	Final plats	Comprehensive plan amendments
Minor site plan review	Major site plan review	Conditional use permit	Preliminary PRD/PUD	Final PRD/PUD	Development regulation amendments
Minor amendments to PUD/PRD	Alternative design review ¹	General variances, sign permit variances, <u>height restriction area variance</u>	Major amendment to PRD	<u>Site-specific rezone</u> ²	Zoning text amendments; area-wide zoning map amendments
Special use permits	Binding site plan	Shoreline substantial development, shoreline variance, shoreline conditional use			Annexations
Temporary trailers	Revisions to shoreline management permits ²	Major amendments to PUD			
Sign permits	Administrative variances	Amendment to height restriction area map			
Administrative design review ¹	Administrative interpretations	Mobile/manufactured home park or subdivision			

³ A site-specific rezone may have only one public hearing to be conducted by the city's planning commission.

Land clearing	Shoreline permit exemptions ²	Performance-based height exception			
Home occupation permit	Short-term rental permit	Changes from one nonconforming use to another			
Alternative landscape plan		Site-specific rezone			
Nonconforming review		Critical area variances			
Minor preliminary plat revisions		Critical area reasonable use exceptions			
Boundary line adjustment					

Section 11. The interim controls outlined in Ordinance 1516 are hereby repealed as of the effective date of this ordinance.

Section 12. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce, as required by law.

Section 13. Severability. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 14. Correction of Errors. The city clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 14. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof,
held this 26th day of February, 2024.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION

TO: Mayor Markley and Members of Gig Harbor City Council

FROM: John Krawczyk, Chair, Planning Commission

RE: Zoning Controls Pertaining to Site Specific Rezones and Height Restriction Area Variances.

DATE: January 19, 2024

On September 7, 2023 the city council adopted Interim Ordinance 1516 pertaining to the city's height restriction area map, processing amendments to the height restriction area map, and processing site-specific rezone applications. The ordinance was brought forward to institute interim zoning controls rather than permanent regulations due to permit applications already in process which were relative to the amendments. These interim zoning controls are effective for a period of 6-months before permanent zoning controls must be adopted or the interim controls are extended for another period of up to 6-months.

A draft of a permanent ordinance was brought before the Gig Harbor Planning Commission for discussion at the November 16, 2023 and December 21, 2023 study sessions. During these meetings, the planning commission worked with planning staff to amend the proposed zoning controls to include the planning commission as the recommending body for site-specific rezone applications rather than the hearing examiner as was proposed in interim ordinance 1516.

The planning commission held a public hearing on January 18, 2024. At the hearing, the commission received oral and written comment from the public regarding the draft ordinance. Following discussion, a motion was made to recommend approval of the draft ordinance as presented by staff.

Based on the planning commission's study and public hearing on January 18, 2024, the City of Gig Harbor Planning Commission recommends the city council **Approve** the proposed ordinance for Zoning Controls pertaining to site specific rezones and Height Restriction Area variances (Exhibit A).

John Krawczyk, Chair

Planning Commission *John Krawczyk* Date 1__ / 23 __ / 2024

cc: Planning File



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

Meeting Date: February 26, 2024

SUBJECT: Resolution 1307 Providing for the Submission to the Qualified Electors of the City Of Gig Harbor at an Election to be Held on August 6, 2024, of a Proposition Authorizing an Increase to the Sales and Use Tax in Gig Harbor of one-Tenth of One Percent (0.1%) on the Selling Price to Maintain and Enhance Funding for Police Services and Community Safety

SUBMITTED BY: City Clerk Josh Stecker

DEPARTMENT: Administration

PHONE: (253) 851-6127

SUGGESTED MOTION: Move to approve Resolution 1307.

BACKGROUND INFORMATION: At the February 16 study session, council directed staff to prepare a resolution placing a ballot measure on the August 6, 2024, primary election that would ask voters to authorize a sales tax increase of 0.1% for public safety funding.

If approved, this sales tax increase would generate approximately \$1 million annually in revenue for the city's general fund. One-third of the revenue generated in this way must be used for law enforcement expenditures. This funding would allow the city to fully staff its police department and ensure its continued development of services for homelessness and behavioral health issues.

This ballot measure would be placed on the primary ballot without regard to the outcome of the levy lid lift proposition, which will be voted on at the April 23 special election. Should both propositions pass, the city would expect to generate \$3 million in additional revenue in 2025 and beyond, which would cover the anticipated \$3 million annual shortfall in the general fund to continue to staff the city at levels identified in the 2023-24 budget.

FISCAL CONSIDERATION: The outcome of this proposition will affect the amount of funding available to the city in preparing the 2025-26 budget.

ATTACHMENTS:

1. Resolution 1307

STRATEGIC PLAN PRIORITY: 1. Foster a healthy city organization
2. Ensure sustainable future for public services and facilities
3. Maintain smalltown character and historic preservation while growing responsibly
6. Provide a safe, healthy, and inclusive community

RESOLUTION 1307

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF GIG HARBOR AT AN ELECTION TO BE HELD ON AUGUST 6, 2024, OF A PROPOSITION AUTHORIZING AN INCREASE TO THE SALES AND USE TAX IN GIG HARBOR OF ONE-TENTH OF ONE PERCENT (0.1%) ON THE SELLING PRICE TO MAINTAIN AND ENHANCE FUNDING FOR POLICE SERVICES AND COMMUNITY SAFETY; SETTING FORTH THE TEXT OF THE BALLOT PROPOSITION; DIRECTING PROPER CITY OFFICIALS TO TAKE NECESSARY ACTION; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS

WHEREAS, the City Council of the City of Gig Harbor, Washington desires to provide for and enhance the continual provision of police and public safety services; and

WHEREAS, in order to sustain the foregoing at levels which meet the city's and community's expectations, the city is in need of additional funds to supplement existing city general fund revenue which is applied for these purposes; and

WHEREAS, RCW 82.14.450(2) authorizes the city council to submit an authorizing proposition to the Gig Harbor voters at an election and, if the proposition is approved by a majority of persons voting, to impose an additional sales and use tax of up to one-tenth of one percent (0.1%) of the selling price in the case of a sales tax or the value of the article used in the case of a use tax, provided that one-third (1/3) of all money received must be used solely for criminal justice purposes; and

WHEREAS, RCW 82.14.450(1) also authorizes Washington counties to impose such a sales and use tax of up to three tenths (0.3%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax; and

WHEREAS, RCW 82.14.450(2)(b) limits the combined rate of the sales taxes imposed under this section by a county and a city within that county to three tenths (0.3%) of the selling price total; and

WHEREAS, Pierce County has not imposed a sales and use tax under RCW 82.14.450, such that Gig Harbor is authorized to impose a sales and use tax of up to one-tenth of one percent (0.1%) of the selling price, if approved by the qualified electors of the City of Gig Harbor; and

WHEREAS, pursuant to RCW 82.14.340(4), one-third of all money received from this public safety sales tax must be used solely for criminal justice purposes; and

WHEREAS, pursuant to RCW 82.14.450(7), the City of Gig Harbor will be required to share 15% of tax proceeds received by the city pursuant to this action with the county;

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

Section 1. Purpose of Ballot Proposition. The city council determines it to be in the public interest to secure additional funding for existing and enhanced police and public safety services.

Section 2. Calling of Election. It is hereby found that the best interest of the inhabitants of Gig Harbor require the submission to the qualified electors of Gig Harbor for approval or rejection at the election to be held on August 6, 2024, of a proposition authorizing an additional sales and use tax of one-tenth of one percent (0.1%) on the selling price in the case of a sales tax, or the value of the article used in the case of a use tax, pursuant to RCW 82.14.150(2)(a).

Section 3. Ballot Title and Proposition. The ballot title and proposition to be submitted to the voters shall be in substantially the following form:

**CITY OF GIG HARBOR PROPOSITION NO. 1
ADDITIONAL SALES AND USE TAX FOR POLICE AND PUBLIC
SAFETY**

The Gig Harbor City Council adopted Resolution 1307 concerning a proposition to maintain and enhance funding for police services and community safety. If approved, this proposition would increase the sales and use tax rate by one-tenth of one percent (0.1%) to provide ongoing funding for public safety purposes permitted under RCW 82.14.450, such as providing adequate law enforcement staffing levels, reducing homelessness, and improving behavioral health. This increase would become effective in 2025.

Should this proposition be approved?

___ YES

___ NO

Section 3. Changes. The mayor and city attorney are authorized to make such minor adjustments to the wording of such proposition as may be recommended by the Pierce County Auditor, as long as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the city council.

Section 4. Local Voters' Pamphlet. The city attorney is directed to prepare and submit the explanatory statement for the ballot proposition as required. The arguments for and against the ballot proposition shall be prepared by the committees appointed by the city council pursuant to RCW 29A.32.280.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 26th day of February, 2024.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



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

Meeting Date: February 26, 2024

SUBJECT: Resolution 1308 Expressing Support for the April 23, 2024, City of Gig Harbor Proposition 1 Titled "Single-Year, Permanent Levy Lid Lift"

SUBMITTED BY: City Clerk Josh Stecker

DEPARTMENT: Administration

PHONE: (253) 853-7613

SUGGESTED MOTION: Move to approve Resolution 1308

BACKGROUND INFORMATION: On February 12, council adopted Resolution 1305 causing Proposition No. 1 to be placed on the ballot of the April 23, 2024, special election. If approved, this proposition will restore the city's regular property tax levy to the rate of \$1.10 per \$1,000 of assessed value for collection beginning in 2025.

Once placed on the ballot, the city is not authorized to undertake any activity to support or oppose the proposition, except that council may vote to support or oppose a proposition at a properly noticed meeting where equal opportunity is provided for councilmembers and the public to express opposing viewpoints.

Resolution 1308 expresses council's support for City of Gig Harbor Proposition 1 and may be adopted by council after taking public comment.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Resolution 1308

STRATEGIC PLAN PRIORITY:

1. Foster a healthy city organization
2. Ensure sustainable future for public services and facilities
3. Maintain smalltown character and historic preservation while growing responsibly
4. Promote environmental sustainability and preserve Gig Harbor's natural beauty
5. Promote and enhance a dynamic and robust economy
6. Provide a safe, healthy, and inclusive community

RESOLUTION 1308

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, EXPRESSING SUPPORT FOR THE APRIL 23, 2024, CITY OF GIG HARBOR PROPOSITION NO. 1 TITLED “SINGLE -YEAR, PERMANENT LEVY LID LIFT”

WHEREAS, the City Council of the City of Gig Harbor, Washington has identified the need to provide for the continual provision of public safety, streets and park maintenance, and other governmental services; and

WHEREAS, in order to sustain the foregoing at levels which meet the city’s and community’s expectations, the city is in need of additional funds to supplement existing city general fund revenue which is applied for these purposes; and

WHEREAS, the city council has adopted Resolution 1305 causing Proposition No. 1 to be placed on the ballot of the April 23, 2024, special election; and

WHEREAS, if approved, this proposition will restore the city’s regular property tax levy to the rate of \$1.10 per \$1,000 of assessed value for collection beginning in 2025; and

WHEREAS, at its meeting of February 26, 2024, the city council took public testimony on Proposition 1, allowing an equal opportunity for the expression of viewpoints supporting and opposing this measure;

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

Section 1. The Gig Harbor City Council strongly supports City of Gig Harbor Proposition No. 1 – Single-Year Permanent Levy Lid Lift.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 26th day of February, 2024.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



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

Meeting Date: February 26, 2024

SUBJECT: MOU with Gig Harbor Sister Cities Council

SUBMITTED BY: City Clerk Josh Stecker

DEPARTMENT: Administration

PHONE: (253) 853-7613

SUGGESTED MOTION: Move to authorize the mayor to execute the MOU with Gig Harbor Sister Cities Council and appoint Councilmember Le Rodenberg as the city's representative to the Gig Harbor Sister Cities Council Executive Board.

BACKGROUND INFORMATION: The Gig Harbor Sister Cities Council is a newly-formed nonprofit organization whose goal is to support and enhance Gig Harbor's sister city relationships. Now that this group's nonprofit status is established, city staff recommend formally authorizing the sister city council to represent the city to its sister city partners, Bodo (Norway) and Milna (Croatia).

The sister city council may organize sister city activities and events, provided that the city is consulted on scheduling for all official visits and events where city representation is desired.

This MOU authorizes the city council to designate an elected official as the city's representative on the board. Councilmember Rodenberg has been representing the city on the Sister City Council Executive Board and is willing to continue serving in that capacity. In the future, other boards may be established for each sister city and the city council would be asked to appoint a member to those boards.

FISCAL CONSIDERATION: The Sister City Council agrees to assume all costs associated with its Sister City activities. The City shall not be held liable for any costs associated with Sister City activities carried out by the Sister City Council. The Sister Cities Council is not authorized to commit the City to any expenditure without the expressed written consent of the City. The Gig Harbor City Council may provide funding for Sister City activities within the city's budget. This funding may be used for applicable Sister Cities Council activities if requested in advance of the activities, at the discretion of the mayor.

ATTACHMENTS:

1. Gig Harbor Sister Cities MOU

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

MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND THE GIG HARBOR SISTER CITIES COUNCIL

WHEREAS, both the City of Gig Harbor (“City”) and the Gig Harbor Sister Cities Council (“Sister Cities Council”) seek to enrich cultural understanding, create adult and student exchange opportunities and broaden cooperation to encourage goodwill between the City of Gig Harbor and other cities around the world, and;

WHEREAS, the City and the Sister Cities Council support the promotion of mutual understanding, expansion of official and non-governmental exchanges, and friendship through the promotion of peace, stability and prosperity, and;

WHEREAS, in order to develop Sister City relationships with cooperation between the City and the Sister Cities Council, the City agrees to support a Sister City Relationship on the following terms:

1. The Sister Cities Council affirms that it meets the qualifications of a Sister City affiliated community organization as established by City Resolution 601, including:
 - Have and maintain Section 501(c)(3) status.
 - Have and maintain a City of Gig Harbor-based board of directors, with the board elected by the membership, and with no member of the board being a part of any commercial venture in the sister city.
 - Establish membership criteria, but membership may not be denied based upon race, religion, nationality, membership in a minority group, membership in a particular social group or because of the expression of unpopular political opinion.
 - Have and maintain an annual budget, a work plan, and a fund-raising report.

The Sister City Council shall annually, by March 1st of each year, provide the City with a status report demonstrating it meets the above-listed qualifications. This report will be made available to the public.

2. To promote common prosperity and development, the Sister City Council is hereby authorized to represent the City to its established Sister City partners.
3. The Sister Cities Council is authorized to organize, on the basis of equality, mutual benefit and goodwill, cultural exchanges, contacts to support an electronic “pen pal” program for students, and other information sharing that may include art, business and commerce, culture, governmental administration, health and sports interests, history, science, technology and other information sharing.
4. The Sister Cities Council shall not schedule events hosting visiting dignitaries or government officials to the City of Gig Harbor without the consent of the mayor. The mayor (or an elected official designated by the mayor) shall be invited to

attend all events scheduled by the Sister Cities Council. The Sister Cities Council shall consult with the mayor in advance of scheduling any trips to a Sister City where a representative of the City of Gig Harbor may be expected or requested to attend.

5. The Sister City Council agrees to assume all costs associated with its Sister City activities. The City shall not be held liable for any costs associated with Sister City activities carried out by the Sister City Council. The Sister Cities Council is not authorized to commit the City to any expenditure without the expressed written consent of the City. The Gig Harbor City Council may provide funding for Sister City activities within the city's budget. This funding may be used for applicable Sister Cities Council activities if requested in advance of the activities, at the discretion of the mayor.
6. One elected official of the City of Gig Harbor shall be appointed to the Sister Cities Council Executive Board and to any other boards established by the Sister Cities Council. Elected officials filling these board positions shall be selected by the Gig Harbor City Council.
7. The Sister Cities Council is authorized to explore potential Sister City relationships. All proposals for establishing a Sister City relationship shall be subject to City Council approval.
8. Either the City or the Sister Cities Council may terminate this Memorandum of Understanding by providing 30 days written notice.
9. This Memorandum of Understanding represents the entire agreement between the City and the Sister Cities Council. It may not be changed or modified without written approval from both parties.

This Memorandum of Understanding is executed on _____.

City of Gig Harbor

Gig Harbor Sister Cities Council

Tracie Markley
Mayor

Bob Anderson
President

ATTEST:

Joshua Stecker
City Clerk

APPROVED AS TO FORM:

City Attorney

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

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

Day	Date	Time	Group	Agenda Items
M	Feb. 26	5:30pm	City Council	<i>See Agenda</i>
TH	Feb. 29	3:00pm	City Council Study Session	• Introduction of Planning Commission and Salary Commission Appointees • Complete Streets Program • EV Charging Ordinance and Resolution • Comprehensive Plan Docket
W	Mar. 6	10:00am	Parks Commission	
TH	Mar. 7	5:30pm	Planning Commission	
M	Mar. 11	5:30pm	City Council	Consent Agenda: • Public Works Construction Contract Award for Skansie Netshed Improvements • DNR Lease Renewal for Tidelands at Maritime Pier Business Items: • Resolution XXXX Adopting the Sports Complex Phase 2/3 Feasibility Study • First Reading of Ordinance XXXX Establishing Code Compliance Procedures • Public Hearing: 2024 Comprehensive Plan Amendments Docket
W	Mar. 13	10:00am	Arts Commission	CANCELLED
TH	Mar. 14	12:00pm	Lodging Tax Advisory Committee	
TH	Mar. 14	3:00pm	City Council Study Session	• GHCKRT Use of Skansie Park • Lift Station 5 Feasibility Study • Park District Discussion • Council Guidelines & Procedures Updates
TH	Mar. 14	5:30pm	Design Review Board	
W	Mar. 20	10:00am	Arts Commission Special Meeting	• 2024 Creative Endeavor Grant Application Review and Funding Recommendation
M	Mar. 25	5:30pm	City Council	Presentation: Downtown Waterfront Alliance Annual Report Consent: • Amendments to the Harbor Hill Storm and Sewer Maintenance Agreements Business Items: • First Reading of Ordinance XXXX Adopting Complete Streets Program • First Reading of Ordinance XXXX Adopting Public EV Charging Station Rules • Public Works Construction Contract Award for Sports Complex Phase 1B • Second Reading and Adoption of Ordinance XXXX Establishing Code Compliance Procedures

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

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

Day	Date	Time	Group	Agenda Items
TH	Mar. 21	5:30pm	Planning Commission	
TH	Mar. 28	3:00pm	City Council Study Session	• Well #9 Location Options
TH	Mar. 28	5:30pm	Design Review Board	
	TBD		Salary Commission	Review of Mayor and Councilmember Salaries
M	Apr. 8	5:30pm	City Council	Business Items: • Second Reading and Adoption of Ordinance XXXX Adopting Complete Streets Program • Resolution XXXX EV Charging Station Setting Public Fee Rates • Second Reading of Ordinance XXXX Adopting Public EV Charging Station Rules
TH	Apr. 11	3:00pm	City Council Study Session	Public Dock Code Revision Ordinance and Resolution
M	Apr. 22	5:30pm	City Council	Business Items: • First Reading of Ordinance XXXX Adopting Public Dock Code Revision Establishing Utility Fees • Resolution XXXX Public Dock Code Revision Setting Fee Rates
TH	Apr. 25	3:00pm	City Council Study Session	• Aquifer Level Review at City Wells
M	May 13	5:30pm	City Council	Business Items: • Second Reading of Ordinance XXXX Adopting Public Dock Code Revision Establishing Utility Fees
TH	May 16	3:00pm	City Council Study Session	PW Standards Update
TU	May 28	5:30pm	City Council	
M	June 10	5:30pm	City Council	Presentation: Pierce County Library Update

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

Adopted by Resolution 1280 on June 12, 2023

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

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