

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, August 8, 2022 – 5:30 p.m.
Council Chambers

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - July 25, 2022.pdf](#)

[City Council Study Session Minutes - July 28, 2022.pdf](#)

2. Professional Services Contract Amendment #1 – Skansie Netshed Repair and Maintenance

Documents:

[AGENDA BILL Skansie Netshed Improvements PSC Amendment.pdf](#)

3. Resolution 1258 Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan and Recommitting the City of Gig Harbor to its Partnership with Pierce County

Documents:

[AGENDA BILL Resolution 1258.pdf](#)

4. First Amendment to Agreement with Gig Harbor Downtown Waterfront Alliance

Documents:

[AGENDA BILL First Amendment to Agreement with Gig Harbor
Downtown Waterfront Alliance.pdf](#)

**5. Professional Services Contract with Davey Expert Tree
Company for Urban Forestry Program**

Documents:

[AGENDA BILL PSC for Urban Forestry Program.pdf](#)

**6. Public Works Contract Award, Materials Testing, and Change
Order Authority - 55th St. Ct. (Reid Dr.) Water Main
Improvements**

Documents:

[AGENDA BILL 55th Street Water Main.pdf](#)

**7. Professional Services Contract for Ongoing Consulting
Arborist Services**

Documents:

[AGENDA BILL On-Call Arborist.pdf](#)

8. Approval of Vouchers

Check numbers 98459 through 98542 and ACH payments in the
amount of \$1,030,443.25.

9. Approval of Payroll for the Month of July

Checks #8366 through #8368 and direct deposit transactions in
the total amount of \$782,618.94.

PRESENTATIONS

1. Waterfront Farmers Market Week Proclamation

Documents:

[Farmers Market Week 2022.pdf](#)

2. Annual Crime Report - Police Chief Kelly Busey

Documents:

[2021 Crime in Washington.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

OLD BUSINESS

NEW BUSINESS

1. Public Hearing, First Reading and Adoption of Ordinance 1494 Vacating a Portion of Hall Street

Suggested Motion: Move to approve Ordinance 1494.

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

Documents:

[AGENDA BILL Ordinance 1494.pdf](#)

2. First Reading and Adoption of Ordinance 1495 Amending Gig Harbor Municipal Code Section 9.20.010 to Adopt by Reference RCW 9.41.305 Prohibiting the Open Carrying of Weapons in Municipal Buildings

Suggested Motion: Move to approve Ordinance 1495

- a) Report: Police Chief Kelly Busey
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1495.pdf](#)

3. Resolution 1257 Rejecting all Bids Received on Public Works Operations Center Phase 2 (Building) Project

Suggested Motion: Move to approve Resolution 1257.

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

Documents:

[AGENDA BILL Resolution 1257.pdf](#)

4. Professional Services Contract for HVAC Assessment

Suggested Motion: Move to approve and authorize the Mayor to execute a Professional Services Contract with MacDonald Miller Facility Solutions, LLC, in an amount not to exceed \$94,484.

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

Documents:

[AGENDA BILL Professional Services Contract for HVAC Assessment.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[City Meetings Schedule.pdf](#)
[City of Gig Harbor Two-Year Strategic Plan 2022-2023.pdf](#)

EXECUTIVE SESSION

To discuss the acquisition of real estate per RCW 42.30.110(b).

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.

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

Instead of making oral comment, written comments may be submitted to the City Clerk at cityclerk@gigharborwa.gov at least 4 hours in advance of the meeting start time. Written comments must include the words "FOR PUBLIC COMMENT" in the subject line of the email and must be able to be read within the 3-minute time limit. Persons submitting written comments must include their name and address with their comments. All written comments submitted in this manner will be included in the online packet for the meeting and will be forwarded to the Mayor and councilmembers for their review. Written comments will be read aloud during the

meeting upon the request of the commenter.

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, July 25, 2022 – 5:30 p.m.
Virtual Meeting

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

CONSENT AGENDA:

1. City Council Minutes - City Council Minutes - July 11, 2022; City Council Study Session Minutes - July 14, 2022
2. Contract Approval Between Gig Harbor Municipal Court and Dynamic Collectors, Inc. and Court Payment Management Services, Inc.
3. Second Reading and Adoption of Ordinance 1491 Verizon Small Cell Franchise
4. Resolution 1255 Authorizing a Sister City Agreement with Bodø, Norway
5. Resolution 1256 Updating Fee Schedules
6. Approval of Vouchers - Check numbers 98356 through 98458 and ACH payments in the amount of \$872,390.77.

MOTION: Move to approve the Consent Agenda (Lykins/Rodenberg).

VOTE: Unanimously approved.

MAYOR'S REPORT: Mayor Markley reported on a cooling center opened at Chapel Hill Church.

CITY ADMINISTRATOR'S REPORT: Katrina Knutson updated Council on recruitment and promotion updates and announced that the Summer Sounds concert for the following evening was cancelled due to excessive heat.

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

OLD BUSINESS:

1. **Second Reading and Adoption of Ordinance 1492 Related to Advisory Boards, Commissions and Committees** – City Clerk Josh Stecker introduced the Ordinance which will change the appointment process for the Parks Commission, Arts Commission, Design Review Board, and Lodging Tax Advisory Committee.

MOTION: Move to approve Ordinance 1492 (Barber/Storset).

VOTE: Motion passed 5-1 (Councilmember Woock opposed).

NEW BUSINESS:

1. **First Reading and Adoption of Ordinance 1493 Amending the City's Personnel Salary Schedule** - Interim HR Director Shannon Costanti introduced the Ordinance which establishes a salary range for the Judicial Specialist classification.

MOTION: Move to approve Ordinance 1493 (Storset/Lykins).

VOTE: Unanimously approved.

STAFF REPORT:

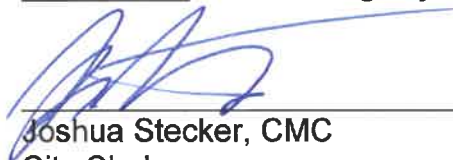
1. **Quarterly Budget Update** - Finance Director Dave Rodenbach presented the City's quarterly budget report.

COUNCIL REPORTS / COMMENTS: Councilmember Denson requested Council's support for an additional \$15,000 contribution to the Downtown Waterfront Alliance to help offset business losses due to the construction project on Harborview Drive. Staff will prepare a revised agreement with the Downtown Waterfront Alliance for the next meeting.

Councilmember Woock reported on the most recent Pierce County Regional Council and Puget Sound Regional Council Regional Growth Committee meetings. Councilmember Barber reported on the most recent Tacoma Narrows Airport Advisory Committee meeting.

EXECUTIVE SESSION: Council went into Executive Session for 10 minutes at 6:14 p.m. to discuss the acquisition of real estate per RCW42.30.110(b). Mayor Markley announced that no action will be taken following the Executive Session. Council returned to regular session at 6:24 p.m.

ADJOURN: The meeting adjourned at 6:25 p.m.



Joshua Stecker, CMC
City Clerk

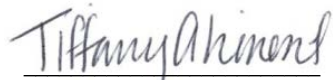
MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, July 28, 2022 – 2:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:02 p.m. Councilmembers Denson, Lykins, Rodenberg, Storset, and Woock were present. Councilmembers Barber and Henderson were excused.

DISCUSSION ITEMS:

1. **Climate Change Comprehensive Plan Update** – Roxy Robles, Senior Planner, provided an update on the project and answered Council questions.
2. **Pierce Transit Trolley Update** – Communications and Tourism Director Laura Pettitt provided an update on the trolley service, including when it might return, and answered Council questions. Councilmembers suggested several alternatives to the trolley service.

ADJOURN: The meeting adjourned at 2:26 p.m.



Tiffany Alimont
Assistant City Clerk



City of Gig Harbor City Council Meeting Agenda Bill

Meeting Date: August 08, 2022

SUBJECT: Professional Services Contract Amendment #1 – Skansie Netshed Repair and Maintenance

SUBMITTED BY: Marcos McGraw, Project Engineer

DEPARTMENT: Public Works / Engineering Division

PHONE: 253-853-2647

SUGGESTED MOTION: Move to authorize the Mayor to execute Amendment #1 to the Professional Services Contract with Helix Design Group for preparation of mitigation documents in an amount not to exceed \$49,980.00.

BACKGROUND INFORMATION: City council approved a professional services contract with Helix Design Group (Helix) to provide preliminary design and structural analysis for the Skansie Netshed. These services consisted of design for repainting and reroofing the net shed, plus develop a report of the structural condition of the net shed.

City Staff presented to City Council during the study session held on July 14, 2022. During that meeting council members directed City Staff to negotiate an amendment to the professional services contract with Helix to add columns to the design to stabilize the net shed, as recommended within the structural report.

This Amendment to the professional services contract directs Helix to add structural modifications to the interior of the net shed and finalize the plans and specifications.

FISCAL CONSIDERATION: The project is included in the 2022 Budget, under the Park Development Fund as objective 6 "Skansie Netshed Structural Repairs". A budget summary is shown in the table below:

2022 Budget Project Funding:	
Skansie Netshed Structural Repairs	\$ 300,000.00
Total 2022 Budget:	\$300,000.00
Project Expenses:	
<i>Professional Services Contract – Helix Design Group / design contract [previously awarded]</i>	(\$43,231.00)
Professional Services Contract – Helix Design Group / Am. #1	(\$49,980.00)
<i>(Estimated future construction costs incl. construction support & change order authority)</i>	(\$206,789.00)
Total budget remaining:	\$0.00

Expenditure Required: \$49,980.00	Amount Budgeted: \$300,000.00	Appropriation Required: \$0.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Professional Services Contract Amendment #1 – Skansie Netshed
Repair and Maintenance

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HELIX DESIGN GROUP**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated March 15, 2022 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Helix Design Group, a Corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Skansie Netshed Repair and Maintenance, CPP-1907 Project 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 forty-nine thousand, nine hundred eighty dollars and zero cents (\$49,980.00).

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2023.

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

CITY OF GIG HARBOR

DocuSigned by:
By: Erik Prestegard
87BCE2D1F279A4BE...
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Daniel Kenny
D1AD3355F1F2425...
City Attorney

Exhibit A



July 18, 2022

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

RE: CPP1907 – Skansie Netshed Maintenance. Additional Services. *REVISED*

Dear Mr. McGraw:

Thank you again for inviting us to be your consultants for the referenced project. This is an interesting assignment, and it has been our pleasure to work with you on this project as we have gone through the initial design phases.

Per your request, we have reviewed the level of effort necessary to upgrade the structure to support added dead loads from roofing and sheathing as well as projected live loads.

The project will require fairly extensive structural engineering as well as architectural design in order to preserve the historical integrity of the building. Architectural level of effort will depend on actual design direction from the City, but all services have been proposed as "hourly, not to exceed".

Following your comments to our July 18, 2022 proposal, we are pleased to submit the following revised proposal for your consideration.

I. PROJECT SCOPE

A. PROPOSED PROJECT TEAM

The following project team will remain on the assignment:

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

B. PROPOSED TASKS

We anticipate completing the following tasks:

1. DESIGN

- Review code requirements and Best Management Practices for over water construction. Incorporate as necessary.
- Review specific requirements for repairs to historically significant structures (Skansie Netshed is on the Historic Register).
- Coordination with historic preservation JHA's.
- Determine what can be done to increase structural capacity without compromising the historical significance of the building.
- Prepare conceptual design options.
- Select option with City.
- Prepare drawings – use dimensioned photos when possible and appropriate; prepare details.
- Prepare specifications.

- Prepare cost estimates.
- Submit for City review at Concept and 90% completion levels, with review meetings; submit final.
- Coordination with City.
- Coordination with Design Team.
- Quality Control (Q.C.)

2. PERMITTING

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

3. BIDDING

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

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

II. FEE ESTIMATE

Based on the Scope of Work presented in Section I.B. we estimate our **additional** fees as follows.

A. DESIGN

Architecture (Attachment 'A'):		\$19,165
Structural Engineering (Attachment 'B'):	\$23,175	
Cost Estimating (Attachment 'C'):	520	
Sub-total:	\$23,695	
Helix Mark-up @ 10%:	2,370	\$26,065
TOTAL, DESIGN:	HOURLY, ESTIMATE:	\$45,230

B. PERMITTING

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

FEE:	HOURLY, ESTIMATE:	\$ 2,500
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C. BIDDING

Per scope in I.B.3.:

FEE:	HOURLY, ESTIMATE:	\$ 2,000
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SUBTOTAL ADDITIONAL SERVICES, HOURLY ESTIMATES:	\$49,730
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D. REIMBURSABLE EXPENSES

Allowance:	\$ 250
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TOTAL:	HOURLY, ESTIMATE:	\$49,980
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III. ASSUMPTIONS

- As-built drawings are **not** available, although some earlier drawings appear to exist. Design documents will use dimensioned photos when appropriate, e.g., to show elevations with siding, rather than develop as-builts.
- We assume that environmental permits will not be required, or exemptions have been issued, including SEPA through the City of Gig Harbor; JARPA through ACOE, NMFS, EPA, and DOE; and HPA through WDFW. Effort for these permits or exemptions will be by the City of Gig Harbor Public Works Department.

- C. Services during construction have not been included in proposed fees. Such support can be provided by amendment, when/if requested by the City.
- D. Services will be provided on an estimated hourly basis at standard rates as shown in Attachments A,B & C; however, we cannot control permitting costs (depends on JHA's), and reserve the right to re-visit this fee estimate if required.

We hope this proposal meets with your requirements. Please let us know if you have any questions.

Thank you again for contacting us.

Sincerely yours,
HELIX DESIGN GROUP, INC.



Erik Prestegaard
Principal

Attachments

ATTACHMENT A

Skansie Netshed Maintenance
Architectural Design Tasks

	Architectural Tasks	principal	sr. architect / project manager	job captin	architect / designer	admin	
		\$ 200.00	\$ 175.00	\$ 157.50	\$ 135.00	\$ 67.50	total
1	Coordination with Historic Pres. JHA		6				\$ 1,050
2	Prepare Concept		16		16		\$ 4,960
3	Review Meeting (1 ea.)		4				\$ 700
4	Prepare Drawings & Specifications		24		24	8	\$ 7,980
5	Review Meeting (1 ea.)		5				\$ 875
6	Coordination with City		4				\$ 700
7	Coordination with Structural Engineers		6				\$ 1,050
8	Meetings (Remote)		6				\$ 1,050
9	QC	4					\$ 800
10							\$ -
11							\$ -
12							\$ -
13							\$ -
	total hours	4	71	0	40	8	123
	Total Architectural Service	\$ 800.00	\$ 12,425.00	\$ -	\$ 5,400.00	\$ 540.00	\$ 19,165.00

Expenses

Travel Costs

	trips	miles		
Mileage				
			total mileage	
Total Travel Costs				

Reproduction

Prints, copies, etc., Misc.	Allowance			
			Sub-total Expenses	
			Helix mark-up @ 10%	
Total Expenses	Allowance:			\$ 250

Total Architectural

\$ 19,415

Attachment 'B'



July 17, 2022

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

Subject: Structural Engineering Support for Skansie Net Shed Maintenance – Additional Services
Request for Structural Retrofit

Dear Erik,

Under contract with Helix Design Group (Helix), KPFF performed a site visit, and structural analysis of the Skansie net shed to evaluate the capacity of the existing net shed structure to support the additional weight of 3/8" plywood sheathing for support of new composite roofing. As described in the KPFF report dated June 26, 2022, the analysis showed that the capacity of the existing structure is not sufficient to support the current dead and design loads, and therefore is also not sufficient to support the additional weight of plywood sheathing.

The following proposed scope of work will include design of additional structural framing to support the current dead loads, code required live loads, and additional weight of 3/8" plywood sheathing as recommended in the June 26 report. The additional framing will alter the appearance of the existing structure. Therefore, KPFF will prepare concept level drawings to assist Helix and the City of Gig Harbor to understand how the retrofit will visually alter the building. If the City of Gig Harbor chooses to proceed, KPFF will prepare construction drawings, specifications, and structural calculations for use in permit, bid and construction.

Scope of work

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

1. **Concept Design:** This task will include preparation of preliminary structural calculations and concept level drawings for review by the City of Gig Harbor and Helix. This task includes one virtual meeting to review the necessary structural retrofit.
2. **Construction Documents:** This task will include preparation of Drawings, Specifications, and Calculations for use in building permit applications, bid, and construction. The documents will be stamped and signed by a Structural Engineer licensed in Washington State.

Assumptions

1. The existing structure will be evaluated and retrofit will be designed for the additional gravity load.
2. We assume the seismic weight of the building will be increase less than 5% and therefore the lateral load resisting system will not need to be evaluated.

2407 North 31st Street, Suite 100, Tacoma, WA 98407 O: (253) 396-0150 F: (253) 396-0162 www.kpff.com

Seattle Tacoma Lacey Portland Boise San Francisco Sacramento Los Angeles Long Beach Irvine San Diego St. Louis Louisville New York

Mr. Erik Prestegaard

July 17, 2022

Page 2

3. Specifications will be in CSI format.
4. Helix will provide a specification template and will compile the project manual.
5. The Construction Drawings will be part of the drawing package assembled by Helix.

Budget

We propose to perform the above scope of work for an estimated maximum fee of **\$23,175**. Our effort will be billed on an hourly not-to-exceed basis in accordance with the terms and conditions of the Master Services Agreement between KPFF and Helix. A detailed breakout of each site fee estimate is shown in the attached fee estimate spreadsheet.

Please feel free to contact me at 253-396-0150.

Sincerely,

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

ENGINEERING PROJECT FEE WORKSHEET

Project Name: Skansia Netshed Maintenance - ASR structural retrofit
 Client: Helix Design Group
 Fee estimate prepared by: IDF
 Date: 7/10/2022



WORK ITEM	ESTIMATED HOURS								FEE
	Principal \$250	Senior Project Manager \$240	Senior Engr \$205	Senior Tech Specialist \$230	Prof. Engr \$180	Design Engr. \$160	CAD Tech \$124	Admin \$97	
1. Concept Design									
Coordination with Helix			2		2				\$770
Design New framing			2		8				\$1,850
Concept Drawings									
Plan			2		4		8		\$2,122
Section (2) sheets			4		8		16		\$4,244
QC Review	2		2						\$910
Meeting									
Task 1 Sub Total									\$9,896
2. Construction Documents									
Coordination with Helix			2		2				\$770
Calculations Package			2		8				\$1,850
Drawings									
Structural Notes			2		4		4		\$1,626
Plan			2		4		4		\$1,626
Sections and details (3) sheets			6		12		12		\$4,878
Specifications			1		4			2	\$1,119
QC	4		2						\$1,410
Task 2 Sub Total									\$13,279
TOTAL HOURS	6	0	29	0	56	0	44	2	
	\$1,500	\$0	\$5,945	\$0	\$10,080	\$0	\$5,456	\$194	\$23,175

Attachment 'C'

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

PHONE (360) 895-1756 • FAX (360) 874-2062

P.O. BOX 1213

GIG HARBOR, WA 98335

LICENSE I.D. #601 251 567

July 16, 2022

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

Dear Erik Prestegaard:

Thank you for considering my services to estimate and review the re-roofing, re-painting and providing of other repairs at the Skansie Netshed in Gig Harbor. In addition, some structural repairs have been added to the scope of work, which this revised proposal now reflects and includes:

50% design estimate and review: 8 hours x \$130 per hour = \$1,040. (Previous proposal)
Add for structural repairs, 2 hours x \$130 per hour = \$260.

90% design estimate and review: 8 hours x \$130 per hour = \$1,040. (Previous proposal)
Add for structural repairs, 2 hours x \$130 per hour = \$260.

This brings the total revised fee proposal to \$2,600 for both estimates. If desired, these may be considered hourly not-to-exceed fees, where the invoices could come in less depending on how smooth things go, but would but exceed their capped amounts.

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

Sincerely,



Bill Acker

Bill Acker Consulting Services



City of Gig Harbor City Council Meeting Agenda Bill

Meeting Date: July 25, 2022

SUBJECT: Resolution 1258 Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan and Recommitting the City of Gig Harbor to its Partnership with Pierce County

SUBMITTED BY: Katrina Knutson, City Administrator

DEPARTMENT: Administration

PHONE: 851-6127

SUGGESTED MOTION: Move to approve Resolution 1258

BACKGROUND INFORMATION: RCW 70A.205 requires cities in Washington to plan for the management of solid and hazardous waste that includes the estimated long-range planning needs for solid waste handling projected 20 years into the future. The City of Gig Harbor has met this requirement in the past by working with Pierce County in the development of a county-wide plan that satisfies this RCW. The last plan that the County put together was completed and adopted by the County, Gig Harbor, and all the other cities in Pierce County in 2001.

On November 8, 2021, the City Council provided authorization to the Mayor to enter into an interlocal agreement with Pierce County to provide for the creation of the 2021 Tacoma-Pierce County Solid and Hazardous Waste Management plan, implementation of that plan, and periodic updates or replacement of that plan, in compliance with RCW 70A.205 and RCW 70A.300. By doing so, the City is not required to create its own plan, thus not incurring the expense of City funds and staff time to do so.

On March 28, 2022, Council received a presentation from Pierce County with updates on the plan development process.

The now-completed 2021 Plan is an integrated, strategic document that proposes a community vision. It also identifies goals, objectives and actions necessary to achieve that vision, without making policy pronouncements. The full plan may be viewed at <https://www.piercecountywa.gov/DocumentCenter/View/107874/DRAFT-2021-2040-Tacoma-Pierce-County-SHWMP>.

The Pierce County Council adopted the 2021 Plan on April 5, 2022, through its passage of Ordinance 2022-19s. Resolution 1258 will authorize the City's adoption of the plan, which is required no later than August 31, 2022.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1258

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

RESOLUTION 1258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE 2021 TACOMA-PIERCE COUNTY SOLID & HAZARDOUS WASTE MANAGEMENT PLAN AND RECOMMITTING THE CITY OF GIG HARBOR TO ITS PARTNERSHIP WITH PIERCE COUNTY

WHEREAS, Chapter 70A.205 of the Revised Code of Washington requires counties, in coordination with their cities and towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste, and to keep those plans in a “current” status through periodic review, update, and amendment; and

WHEREAS, Pierce County executed and maintains Solid Waste Interlocal Agreements with the cities and towns of Pierce County pursuant to Chapter 39.34 RCW and RCW 70A.205.040; and

WHEREAS, said Solid Waste Interlocal Agreements designate Pierce County as the lead solid waste planning agency pursuant to RCW 70A.205.040; and

WHEREAS, the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan (2021 Plan) is a strategic document, identifying goals, objectives, and actions necessary to achieve a community vision; and

WHEREAS, the Pierce County Council adopted the 2021 Plan by Ordinance 2022-19s on April 5, 2022; and

WHEREAS, Pierce County, in coordination with the Pierce County Solid Waste Advisory Committee (SWAC), drafted the 2021 Plan to replace the 2000 Solid Waste Plan; and

WHEREAS, the SWAC, in 9 regular meetings which included a Community Conversation portion for public participation, gathered and provided public comment on the 2021 Plan; and

WHEREAS, the SWAC held a public hearing and provided comments and recommended approval of the 2021 Plan; and

WHEREAS, the 2021 Plan was also presented to the public for comment at community events, on the Pierce County website, and through advertisements on social media; and

WHEREAS, the Pierce County Planning Commission reviewed the 2021 Plan for conformance with the Comprehensive Land Use Plan; and

WHEREAS, the Washington Department of Ecology and the Washington Utilities and Transportation Commission completed reviews pursuant to Chapter 70A.205 RCW and provided comments on December 16, 2021 and October 28, 2021; and

WHEREAS, the 2021 Plan was submitted to cities and towns of Pierce County for review and comment, with the County providing in-person and telephone briefings to interested officials; and

WHEREAS, the Pierce County Environmental Official issued A Determination of Nonsignificance (DNS) for the Programmatic Final Environmental Impact (FEIS) for the 2021 Plan in compliance with Title 18D PCC, "Development Regulations – Environmental";

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

Section 1. The 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan is hereby adopted as the comprehensive solid waste management plan for the City of Gig Harbor.

Section 2. The City of Gig Harbor recommits to a partnership with the County to implement the goals, policies, recommendations, and disposal methods set forth in the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 8th day of August, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



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

Meeting Date: August 8, 2022

SUBJECT: First Amendment to Agreement with Gig Harbor Downtown Waterfront Alliance

SUBMITTED BY: Josh Stecker City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to authorize the Mayor to execute the first amendment to the agreement with the Gig Harbor Downtown Waterfront Alliance to provide funding for services to promote downtown businesses.

BACKGROUND INFORMATION: The City's annual budget allocates funding to support the Downtown Waterfront Alliance. \$35,000 was budgeted for the Alliance in 2022 and an agreement was approved by Council on March 28.

At the July 25 City Council Meeting, Council directed staff to prepare a revised agreement that allocates an additional \$15,000 to the Alliance. In exchange, the Alliance will conduct additional promotional events and activities focusing on generating increased business in the 4th quarter of 2022.

FISCAL CONSIDERATION: The additional \$15,000 allocation exceeds the budgeted amount for this agreement. However, no budget amendment is necessary at this time as sufficient funds are available in the General Fund to cover this expenditure. Additionally, the City will seek a 75% Public Utility Tax Credit which will potentially result in a \$37,500 credit back to the City's utility fund in 2023.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS:

1. First Amendment to Agreement with the Gig Harbor Downtown Waterfront Alliance
 2. Original Agreement with the Gig Harbor Downtown Waterfront Alliance
-

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

**FIRST AMENDMENT
TO
2022 AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE**

THIS FIRST AMENDMENT is made to that certain AGREEMENT made on March 29, 2022, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and the Gig Harbor Downtown Waterfront Alliance, a nonprofit corporation organized under the laws of the State of Washington (hereafter "GHDWA")."

WHEREAS, the City Council desires to increase its contribution to GHDWA;
and

WHEREAS, GHDWA intends to undertake additional promotional events and activities focusing on generating increased business in the 4th quarter of 2022; and

NOW THEREFORE, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Organization and Responsibilities of GHDWA. Section 3 of the agreement is amended to include an additional Article V:

- V. Manage, promote and conduct events and/or projects in the historic waterfront district which will attract members of the public during the months of October to December, 2022. These events will be held in addition to those identified in Article G of this section, or this funding may also be utilized to enhance existing events

2. City's Responsibilities. Section 4, Article A of the agreement is amended to read:

- A. Funding for Services Described in this Agreement: Annual funding for GHDWA is subject to City Council approval. GHDWA shall submit their funding request in writing no later than September 30 of the Agreement's calendar year. This calendar year (2022) the City will pay \$35,000.00 in four installments of \$8,750.00 due the first business day of the *contract year* in February, April, July, and October. Payment will be made within 30 days of receipt of an invoice from GHDWA. The City will pay an additional \$15,000 in one installment due on the first business day of October, upon receipt of an invoice from GHDWA.

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 _____, 2022.

CITY OF GIG HARBOR

**GIG HARBOR
Downtown Waterfront Alliance**

Tracie Markley, Mayor

Mary DesMarais, Executive Director

Attest:

Joshua Stecker, CMC
City Clerk

Approved as to form:

Daniel Kenny, City Attorney

**2022 AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE**

THIS AGREEMENT is entered into this 29th day of March, 2022, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City" and the Gig Harbor Downtown Waterfront Alliance, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as "GHDWA."

WHEREAS, the City is governed by Title 35A RCW, but the City also has "all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate ..." (RCW 35A.21.160); and

WHEREAS, RCW 35.21.703 provides that "it shall be a public purpose for all cities to engage in economic development programs," and "cities may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and

WHEREAS, GHDWA, a 501c(3) corporation with UBI # 602 799 246, encourages and supports historic preservation and economic vitality of the historic Gig Harbor waterfront district; and

WHEREAS, the City Council is interested in contracting with the GHDWA for the activities and services described herein, in order to promote and encourage historic preservation and economic vitality in the historic waterfront district of Gig Harbor; and

WHEREAS, the City Council values the concepts embodied in the Main Street™ Approach and recognizes the ability to increase local investment through access to Washington State's Main Street Tax Credit Incentive Program, access to Washington State staff resources (if available) and grant opportunities afforded by Main Street Program; and,

WHEREAS, the City Council recognizes that it is not the sole financial contributor to the work of GHDWA;

NOW THEREFORE, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

TERMS

- 1. Purpose of the Agreement.** In the execution of this Agreement, the City and GHDWA seek to foster historic preservation and economic vitality and

development in the historic waterfront district.

2. General Provisions of the Agreement. The City and the GHDWA acknowledge that:

- A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic waterfront district.
- B. Any funding provided by the City under this Agreement will be derived from the City's General Fund.

3. Organization and Responsibilities of GHDWA. GHDWA shall organize a thriving association of stakeholders, as defined in GHDWA Bylaws, with an interest in preservation and economic stability and vitality of the Gig Harbor historic waterfront district. In furtherance of the City's economic development GHDWA shall implement the following:

- A. No later than **February 5, 2023**, provide to the City an Annual Report of activity from January 1, 2022, through December 31, 2022 which includes information on all events, projects and programs completed by GHDWA, expenses, net returns, participating businesses, sponsorships, partners, publicity materials, use of volunteers, estimated participants or attendees, and any other relevant information associated with GHDWA's performance during the year (this provision to survive expiration of this Agreement);
- B. Maintain full Washington State Main Street authorized participant status;
- C. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program and maintain a current list of B&O contributors / GHDWA income;
- D. Provide access to Washington State staff resources (if any) and grant opportunities afforded by the Main Street program;
- E. Create and/or maintain a written funding plan for the GHDWA to obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this Agreement;
- F. Demonstrate local support by obtaining significant funding from community sources including individuals, commercial property owners in the district, businesses, and organizations;

- G. Manage, promote and conduct events in the historic waterfront district which will attract members of the public to the historic waterfront district, thereby stimulating economic vitality. In addition to the events conducted and promoted in the past years, the GHDWA will also continue to operate the Waterfront Farmer's Market in 2022. The GHDWA will operate the Waterfront Farmer's Market per the conditions of a Memorandum of Understanding entered into between the GHDWA and the City;
- H. Develop and coordinate marketing efforts with the City in keeping with the existing brand and theme of the City of Gig Harbor using the City of Gig Harbor logo on promotional materials developed by the GHDWA each year to show the City's sponsorship support;
- I. Maintain a communications strategy for informing GHDWA's membership about GHDWA's activities and priorities;
- J. Produce (at a minimum) a quarterly newsletter for the membership;
- K. Maintain a webpage with links to City's marketing website, *gigharborguide.com*, using a separate domain name for GHDWA that includes a current calendar of events and GHDWA Main Street boundary map;
- L. Hold (at a minimum) quarterly meetings for waterfront district stakeholders to promote improved business vitality and communications as a whole, which should include updates on any activities relating to:
 - 1. GHDWA sponsored events;
 - 2. Historic preservation activities;
 - 3. GHDWA District city code and design standard updates;
 - 4. GHDWA (4) Committee updates;
 - 5. Business marketing updates;
 - 6. Parking updates or improvements;
 - 7. Business Management updates; and
 - 8. Any other activities relevant to GHDWA members;
- M. Work with City leaders and staff, business and property owners to enhance the attractiveness and maintain the historic character of the historic waterfront business district, in keeping with city codes and design standards.
- N. Develop data and trend information useful in development of long-term solutions to economic and business issues in the historic waterfront area. Use this information to assist City leaders and staff in preservation and development topics for the historic waterfront area in Gig Harbor, such as:
 - 1. Maintaining a business inventory of the historic waterfront district; and

2. Maintaining data on parking analysis and membership input within the historic waterfront district;
- O. Provide an Annual Report to the city, as described above, for the period January 1, 2022, through December 31, 2022, no later than February 5, 2023 (this provision to survive expiration of this Agreement),
 - P. Work with the City to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);
 - Q. Submit half-year financial and performance reports due on or before the last day of July (for January through June of that year) regarding activities conducted by GHDWA and proposed activities for the remainder of the term of the contract. A second bi-annual report covering July 1 through December 31 is not required. This information shall be included in the Annual Report due to the City on February 5, 2023.
 - R. Provide a royalty-free, fully paid license to the City for use of the GHDWA logo;
 - S. GHDWA Board membership shall include one representative designated by the City Administrator as an active member of the GHDWA Board.
 - T. Provide early communication to the City regarding any GHDWA projects, programs or events that may require City Planning, Building, Engineering, Operations, Marketing, or Historic Preservation consideration or review; and
 - U. Provide a fully paid annual GHDWA membership to the City of Gig Harbor.

4. City's Responsibilities.

- A. Funding for Services Described in this Agreement: Annual funding for GHDWA is subject to City Council approval. GHDWA shall submit their funding request in writing no later than September 30 of the Agreement's calendar year. This calendar year (2022) the City will pay \$35,000.00 in four installments of \$8,750.00 due the first business day of the *contract year* in February, April, July, and October. Payment will be made within 30 days of receipt of an invoice from GHDWA;
- B. Provide a royalty-free, fully paid license to GHDWA for use of the City logo. Use of the City logo requires approval by the City's Tourism & Communications Department;
- C. Provide a link to GHDWA's website on the City's website (www.gigharborguide.com).

5. Duration of Contract.

This Agreement shall be in effect January 1 through December 31, 2022 unless sooner terminated as provided herein. The first payment under this Agreement shall be made no later than 30 days after execution by duly authorized representatives of both parties.

6. Independent Contractor.

The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the GHDWA shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the GHDWA is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the GHDWA. The GHDWA will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the GHDWA performs hereunder.

7. Indemnification and Defense.

The GHDWA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection of the reports described herein, or the City's execution of this Agreement (requiring the GHDWA to provide certain services) shall not be grounds to avoid any of these covenants of indemnification.

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 GHDWA and the City, its officers, officials, employees, agents and volunteers, the GHDWA's liability hereunder shall be only to the extent of the GHDWA's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE GHDWA'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE GHDWA'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY

THE GHDWA'S EMPLOYEES DIRECTLY AGAINST THE GHDWA.

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

8. Insurance.

- A. The GHDWA 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 GHDWA's own work including the work of the GHDWA's agents, representatives, employees, sub-consultants or sub-contractors.
- B. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the GHDWA shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - 1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
 - 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability, and
- C. All policies and coverages shall be on an occurrence made basis.
- D. The GHDWA is responsible for the payment of any deductible or self-insured retention that is required by any of the GHDWA's insurance. If the City is required to contribute to the deductible under any of the Agency's insurance policies, the GHDWA shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.
- E. The City of Gig Harbor shall be named as an additional insured on the GHDWA's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Agency's insurance policies.
- F. Under this agreement, the GHDWA's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the GHDWA's commercial general liability policy must provide cross-liability

coverage as could be achieved under a standard ISO separation of insured's clause.

- G. The GHDWA shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Agency's coverage.

9. City's Right of Inspection, GHDWA's Responsibility to Comply with Law.

Even though the GHDWA is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The GHDWA 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 GHDWA's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. Record Keeping and Reporting.

- A. The GHDWA shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the activities described herein and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.
- B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit during the performance of this Contract by the City. The City shall have the right to an annual audit of the GHDWA's financial statements and condition.

11. Termination.

- A. The City may terminate this Agreement, for public convenience, the GHDWA's default, the GHDWA's insolvency or bankruptcy, or the GHDWA's assignment for the benefit of creditors, at any time. If delivered to the GHDWA in person, termination shall be effective immediately upon the GHDWA's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

- B. Except in the situation where this Agreement has been terminated for public convenience, the GHDWA shall be liable to the City for any additional payments made by the City for which no services were rendered.
- C. If the GHDWA's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

12. Discrimination Prohibited.

The GHDWA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the GHDWA to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, sexual orientation, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract.

Any assignment of this Agreement by the GHDWA without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

14. Notices.

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

TO THE CITY:

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

TO THE GHDWA:

Attn: Executive Director
Gig Harbor Downtown Waterfront Alliance
PO Box 771
Gig Harbor, WA 98335

15. Applicable Law, Venue, Attorney's Fees.

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

16. Modification.

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

17. Entire Agreement.

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

18. Agreement Not Enforceable by Third Parties.

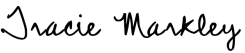
This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

18. Severability.

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

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

CITY OF GIG HARBOR

DocuSigned by:

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Tracie Markley, Mayor

**GIG HARBOR
Downtown Waterfront Alliance**

DocuSigned by:

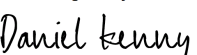
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Mary DesMarais, Executive Director

Attest:

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Joshua Stecker, CMC
City Clerk

Approved as to form:

DocuSigned by:

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Daniel Kenny, City Attorney



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

Meeting Date: August 8, 2022

SUBJECT: Professional Services Contract with Davey Expert Tree Company for Urban Forestry Program

SUBMITTED BY: Roxanne Robles

DEPARTMENT: Community Development **PHONE:** 253-525-0319

SUGGESTED MOTION: Move to authorize the Mayor to execute a Professional Services Contract with Davey Expert Tree Company for Urban Forestry Program.

BACKGROUND INFORMATION: Council has prioritized tree preservation as part of the 2022-2023 Two-Year Strategic Plan. Project actions associated with this priority are to *adopt an urban forest management plan and update tree retention policies*. In April 2022, the City of Gig Harbor was selected as a grantee of the WA Department of Natural Resources (DNR) Community Forestry Assistance Program. The DNR program provides matching funds to WA communities completing urban forestry management activities. The City has requested \$39,500 in matching funds from DNR to complete an urban forestry management plan and update tree retention policies.

Davey Resource Group, Inc. (Davey) has been selected as the consultant to perform the urban forestry management plan and policy review. The professional services contract for Davey is attached, including the project scope, and has a total cost of \$73,748.24.

The proposal to DNR is also included and cites a total project cost of \$94,000. This figure includes \$79,000 for consultant costs and \$15,000 of staff labor for public outreach and project management. The staff labor is assumed to be part of normal City operations outside of the grant match.

FISCAL CONSIDERATION: Funding for an Urban Forestry Program is included in the 2022 Budget under Planning objective no. 11, titled as "Development Regulation Update."

The total project budget is \$73,748.24 with about one-half (\$37,000) to be accomplished in 2022 and the remainder in 2023. The 2022 allotment exceeds the \$25,000 budgeted for this project by \$12,000. At this time, it appears the 2022 Community Development budget can absorb this overage.

In addition, the City will receive grant funding of \$39,500 from DNR to help offset program costs.

Expenditure Required: \$ 37,000.00	Amount Budgeted: \$ 25,000.00	Appropriation Required: \$ 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS:

1. Professional Services Contract with Davey Expert Tree Company for Urban Forestry Program
2. Gig Harbor Urban Forestry Program Proposal to the DNR Community Forestry Assistance Grant

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
THE DAVEY EXPERT TREE COMPANY**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Davey Resource Group, Inc., a corporation organized under the laws of the State of Ohio (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the development of an urban forestry program and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the City desires that the Consultant perform such report and plan review as described herein; 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 \$73,748.24 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 A**. The Consultant shall not bill for Consultant's staff not identified or listed, or bill at rates in excess of the hourly rates shown in **Exhibit**

A, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 23, 2023; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Consultant's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Consultant.

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

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

by the City and that the Consultant may be barred from performing any services for the City now or in the future.

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

7. Indemnification.

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

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

8. Insurance.

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

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

C. 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 included by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

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

1. Automobile Liability insurance with a 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 of \$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 of \$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.

Davey Resource Group, Inc.
ATTN: Ian Scott
18809 10th Ave NE
Shoreline, WA 98155
(206) 536-2977

City of Gig Harbor
ATTN: Roxanne Robles
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Project Scope: Gig Harbor Urban Forestry Program

On June 6, 2022, DRG submitted an *Urban Forestry Services and Solutions* proposal to the City of Gig Harbor. This document provides supplemental details about the scope of work and costs budget.

Deliverable #1 Program Review

DRG will provide a technical memo as a preliminary report on findings, recommendations, and guidance for future urban forestry activities.

Task 1.1 Kick-off Meeting

DRG will set the agenda with input and approval from the City Project Manager. The meeting will introduce team members and address communication expectations and protocols; refine the goals, objectives, and scope of the project; and confirm milestone dates and deliverables.

Task 1.2 Operations Review

DRG will conduct a review of city documents related to the urban forest. DRG will review and develop recommendations consistent with City goals and policies that provide for growth in internal efficiencies, cost reductions, and limiting liability. At a minimum, the review will address Background/Operations, Regulatory and Guiding Documents/Plans, Policies/Procedures, Funding, and Staffing. DRG will develop program recommendations to support and promote communication and coordination among city departments that work within and adjacent to the urban forest (trees), decision-makers, and the community.

Task 1.3 Tree Canopy Analysis

DRG will conduct a GIS assessment of the canopy within the municipal limits of Gig Harbor. The assessment will provide information about the urban forest and community trees throughout the city, including trees on private land. Using the most up-to-date GIS software DRG will create an expansive snapshot that will inform the condition of the urban forest.

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Prepared For The City of Gig Harbor

Deliverable #2 Land Cover and Planting Assessment

DRG will provide a technical memo as a preliminary report on Urban Tree Canopy benchmark findings, priority planting analysis, and maps. The city will also receive DRG's urban forest management software (TreeKeeper Canopy).

Task 2.1 Develop Baseline Assessment

The GIS assessment will create a baseline assessment of the urban tree canopy using remotely sensed data about the trees throughout Gig Harbor. The assessment will identify at a minimum :

- Total canopy cover percentage for the City
- Tree canopy assessment on public land
- Forest canopy in undeveloped open space and similar areas as specified through canopy coverage.
- Canopy on private land including coverage throughout private streets and accessways, facilities, parking lots, open space, and other as specified.

Task 2.2 Priority Planting Analysis

DRG will locate "priority planting areas." The identification of priority planting areas considers land use and other factors such as approved community master planning that limit where trees may be planted. The planting area analysis can be completed for the entire project area prioritized based on maximizing canopy benefits related to up to eight (8) of the following focal issues (parameters):

- Socio-demographics and population density
- Proximity to surface waters and impaired waterways
- Topography, floodplains, and soil types
- Public/private ownership
- Linkages to greenways and other forest resources
- Stormwater problem areas
- Mitigating the urban heat island effect

Task 2.3 Mapping

DRG will develop maps in digital formats suitable for use in reports, poster-sized displays, and as reference layers in the City's GIS system. DRG will also identify priority planting sites.

Task 2.4 Tree Canopy Report

DRG will develop a summary report of all urban tree canopy metrics determined in the urban tree canopy analysis. Information will include environmental services (air, carbon, stormwater) using the i-Tree model, potential planting areas in consideration of social equity, stormwater, and heat islands.

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Task 2.5 Urban Forestry Management Software Build and Training

DRG will build and deliver training for TreeKeeper® Canopy. With this web service software, the Gig Harbor can welcome the community to understand current tree canopy conditions, define measurable canopy goals and enact scenarios to reach those goals. The tool will enable the City to prioritize new planting locations, project and estimate future tree canopy benefits, and budget for tree planting costs. This web solution is a great planning tool and public education tool for municipalities.

Deliverable #3 Management Metrics

DRG will develop key performance indicator (KPI) metrics to monitor the effectiveness of Gig Harbor's Urban forestry program. The metrics will define how success will be measured, and determine the effectiveness of the program. We will deliver a methodical layout in a spreadsheet format as a preliminary resource for City review, that outline follow-up with actions, to be conducted on an annual basis.

Task 3.1 Develop Urban Forestry Metrics (concurrent with Task 3.2)

Task 3.2 Monitoring Methods and Recommendations

DRG will clearly define the challenges and opportunities that are identified during the background review, and operations discussions with City staff. We will review and develop recommendations for objectives and action steps consistent with City goals and policies that provide for improvements in internal efficiencies, cost reductions, and limiting liability. Recommendations will also align with KPIs to promote better communication and coordination among City departments, decision-makers, and the community. Operational recommendations will be supported by Best Management Practices of the ISA, Tree Care Industry Association (TCIA - of which Davey is a member) as well as the American National Standards Institute (ANSI).

Deliverable #4 Ordinance Review and Public Outreach

DRG will convey redline recommendations in a technical memo to update city tree ordinances and to guide future City forestry activities.

Task 4.1 Review existing codes, regulations, and ordinances (concurrent with Task 4.2)

Task 4.2 Redline recommendations for existing codes, regulations, and ordinances

DRG will analyze existing ordinances related to urban forestry within the City of Gig Harbor. We will review and benchmark existing ordinances with current best practices in urban forest management. We will review and develop recommendations consistent with City goals and policies that provide for growth in internal efficiencies, cost reductions, and mitigating risks. Recommendations will also support and promote better communication and coordination among city departments within and adjacent to the urban forest (trees), decision-makers, and the community.

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Task 4.3 City staff presents to Planning Commission -No DRG Action Required

Task 4.4 City staff conducts public outreach - No DRG Action Required

Optional: StoryMap

Another option to tell the story of Gig Harbor's Urban Forest is with Storymaps. Like TreeKeeper canopy. StoryMap is put together through a fusion of text, data, and images to detail project findings. Using StoryMap technology, the City of Gig Harbor will have the means to showcase its efforts to the public in a simplified manner that allows for understanding and community input.

Deliverable #5 Plan Development

DRG will create a first-draft urban forest management plan.

Task 5.1 Synthesize Deliverables 1-4 (concurrent with task 5.2)

Task 5.2 Draft Urban Forestry Management Plan

DRG's efforts with the City will culminate in a synthesis of all information discovered and reported throughout the project into a narrative of urban forest management for the City. DRG will draft a management plan that is 95% complete and integrates a tree management policy with the vision and goals for the City of Gig Harbor. This first draft will use simple formatting and layout in Microsoft Word. The document is anticipated to be revised by the City after this project is completed.

Project Budget Estimate

DRG provides custom solutions and we are willing to explore costs and time commitments. This approach presents the costs associated with the scope of work outlined herein.

Deliverable #1 - Program Review \$22,130.00

- ☐ Task 1.1 Kickoff meeting - onsite
- ☐ Task 1.2 Background/Operations Review
- ☐ Task 1.3 Tree Canopy Analysis

Deliverable #2 - Land Cover and Planting Assessment \$24,798.00

- ☐ Task 2.1 Develop Baseline Assessment
- ☐ Task 2.2 Priority Planting Analysis
- ☐ Task 2.3 Mapping
- ☐ Task 2.4 Tree Canopy Report
- ☐ Task 2.5 Urban Forestry Management Software Build and Training

Deliverable #3 - Management Metrics \$2,810.00

- ☐ Task 3.1 Develop Urban Forestry Metrics
- ☐ Task 3.2 Monitoring Methods and Recommendations
- ☐ Task 3.3 City Staff Presents to Council

Deliverable #4 - Ordinance Review and Public Outreach \$13,100.00

- ☐ Task 4.1 Review existing codes, regulations, and ordinances
- ☐ Task 4.2 Redline recommendations for existing codes, regulations, and ordinances
- ☐ Task 4.3 City staff presents to Planning Commission
- ☐ Task 4.4 City staff conducts public outreach

☐ *OPTIONAL* Storymap Website \$7,600.00

Deliverable #5 - Draft Urban Forestry Management Plan \$10,910.00

- ☐ Task 5.1 Synthesize Deliverables 1-4
- ☐ Task 5.2 Draft urban forestry management plan

Total Minimum Project Costs (without Storymap) \$ 73,748.24

Rate and Service Structure

Davey Resource Group rates for services:

GIS IT Services, \$95.00/Hour

ISA Certified Arborist/Municipal Forestry, \$125.00/Hour

RCA/ISA Board Certified Master Arborist, \$135.00/Hour

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TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses unless noted as being included in our proposal.
- The client shall provide 48 hours notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands, and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed-upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, the visual inspection does not include aerial

7/5/2022

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or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and licensing requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state, or local law, code, or regulation.

DRG may review the information provided by or on behalf of you, including, without limitation, paper, and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON**

2022 COMMUNITY FORESTRY ASSISTANCE GRANT

REQUEST FOR APPLICATION (RFA): DNR 22-21

APPLICATION DUE DATE: Friday, March 4th, 2022– by 4:00 PM local time, Olympia, Washington, USA.

APPLICATION COORDINATOR: Ben Thompson, Urban Forestry Program Manager, WA DNR

ESTIMATED PERIOD OF PERFORMANCE FOR GRANT AGREEMENT: July 1, 2022 – June 1, 2023 (11 months)

AVAILABLE FUNDING: \$550,000

DISTRIBUTION OF AVAILABLE FUNDING:

- \$450,000 is available for projects that include tree inventory, urban tree canopy assessment, analysis of data derived from inventories or canopy assessments, prioritization of urban forestry projects or actions based on data analyses, and development of maintenance plans, strategic plans, or management plans that outline priority projects or actions.
- \$100,000 is available for other types of urban forestry projects which may include developing ordinances or policy documents, public outreach and education, tree planting, and tree maintenance work. A list of eligible projects can be found in Section 1.2 – Scope.

50% of all funding (\$275,000) will be directed to projects in communities containing a portion of at least one census tract of high environmental health disparity that score 8-10 according to the [Washington Environmental Health Disparities Map \(https://fortress.wa.gov/doh/wtn/WTNIBL/\)](https://fortress.wa.gov/doh/wtn/WTNIBL/)

MINIMUM REQUEST: \$5,000

MAXIMUM REQUEST: \$40,000

MATCHING REQUIREMENT: 100% (1:1), unless the project benefits communities containing a portion of at least one census tract of high environmental health disparity that score 8-10 according to the [Washington Environmental Health Disparities Map \(https://fortress.wa.gov/doh/wtn/WTNIBL/\)](https://fortress.wa.gov/doh/wtn/WTNIBL/), then match is reduced to 50% (1:2).

ELIGIBLE APPLICANTS:

- City, town, and county governments
- Tribal governments
- 501 (c)(3) non-profit organizations
- Public educational institutions
- Special taxing districts (examples: Hospital Districts, Conservation Districts, Public Parks Districts)

SUBMIT APPLICATION DIGITALLY: All Application documents should be emailed to: ben.thompson@dnr.wa.gov

TABLE OF CONTENTS

1	INTRODUCTION AND SCHEDULE OF ACTIVITIES	3
1.1	PURPOSE.....	3
1.2	SCOPE.....	3
1.3	MINIMUM QUALIFICATIONS	4
1.4	PERIOD OF PERFORMANCE	5
1.5	REPORTING REQUIREMENTS.....	5
1.6	APPLICATION COORDINATOR	5
1.8	FUNDING	6
1.9	ADA	6
2	GENERAL INFORMATION	7
2.1	CONTRACTING RESTRICTIONS	7
2.2	DEFINITIONS.....	7
2.3	ORIENTATION FOR FUNDED GRANTEEES	8
2.4	REQUIRED OUTREACH AND PRINTED MATERIALS	8
2.5	NOTIFICATION TO APPLICANTS	8
2.6	DEBRIEF AND APPEAL PROCEDURE	8
2.7	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	10
2.8	REVISIONS TO THE COMPETITIVE GRANT	10
2.9	ELIGIBILITY	10
2.10	MOST FAVORABLE TERMS.....	10
2.11	GRANT AGREEMENT AND GENERAL TERMS & CONDITIONS	10
2.12	COST TO APPLY	11
2.13	NO OBLIGATION TO CONTRACT	11
2.14	REJECTION OF APPLICATIONS.....	11
2.15	COMMITMENT OF FUNDS	11
2.16	ELECTRONIC PAYMENT.....	11
2.17	INSURANCE COVERAGE.....	11
3	CONTENTS AND SUBMITTAL INSTRUCTIONS.....	12
3.1	ELECTRONIC SUBMISSION OF APPLICATION	12
3.3	PROJECT PROPOSAL (SCORED).....	14
3.4	BUDGET (SCORED)	15
4	EVALUATION AND AWARD	17
4.1	ELIGIBILITY (PASS / FAIL)	17
4.2	PREFERENCE – SALMON RECOVERY (SCORED)	17
4.3	EVALUATION WEIGHTING AND SCORING	17
	EXHIBIT A – PROJECT PROPOSAL FORM	19
	EXHIBIT B – URBAN & COMMUNITY FORESTRY AND ENVIRONMENTAL JUSTICE.....	25
	EXHIBIT C – CERTIFICATIONS AND ASSURANCES FORM	26
	EXHIBIT D – GRANTEE CERTIFICATION – WAGE LAW COMPLIANCE	27
	EXHIBIT E – SAMPLE GRANT AGREEMENT AND WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS (PAGES 28 TO 43).	28

1 INTRODUCTION AND SCHEDULE OF ACTIVITIES

1.1 PURPOSE

The Washington State Urban and Community Forestry (UCF) Program works to educate citizens and decision-makers about the economic, environmental, psychological, and aesthetic benefits of trees and to assist local governments, citizen groups, and volunteers in planting and sustaining healthy trees and vegetation wherever people live and work in Washington State.

The mission of the DNR UCF Program is to provide leadership to create self-sustaining urban and community forestry programs that preserve, plant, and manage forests and trees for public benefits and quality of life.

Local environmental conditions can influence social disparities in income, homeownership, education, access to transportation and other services, public health outcomes, and other challenges. For more information about Urban & Community Forestry's connections to Environmental Justice, refer to Exhibit B – Urban & Community Forestry and Environmental Justice.

The purpose of this grant is to assist communities with planning and implementing projects that improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. The Projects should also address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs that advance environmental, social, or public health outcomes.

How can this grant opportunity help communities?

Given a review of the many benefits of trees in cities, it stands to reason that urban forestry projects can be a mechanism to address particular environmental, social, or public health issues being faced by Washington communities. In times when cities are facing numerous daunting challenges, we need to think more broadly about potential solutions, including how investments in urban forests can help.

Potential applicants may be intimately familiar with the needs of their community, but may be less familiar with urban forestry principles. Reciprocally, subject matter experts in urban forestry may have the technical knowledge and skill yet find themselves without full awareness of disparities or inequities being faced by particular communities or neighborhoods.

The 2022 Community Forestry Assistant Grant is an opportunity for environmental professionals and community advocates to collaborate on projects that address community-identified needs by leveraging the benefits of trees and forests.

Applicants are encouraged to contact the application coordinator with any questions they may have. Our staff are here to connect Applicants with professionals, organizations, and other local resources to help develop applications.

1.2 SCOPE

The objective of this grant is to assist communities to develop urban forest planning and programming tools and activities that may not otherwise receive local funding.

Projects must be located on public property, or be open to public access. If a project location is on public property, Applicants must collaborate with the landowner/local government officials.

Eligible projects in support of this RFA's objective include the following activities:

- Public tree inventories
 - Public inventories often include street and park trees. Tree risk assessments may also be incorporated.
 - Applicants must contact the Application Coordinator (see Section 1.6 – [Application Coordinator](#)) to discuss inventory projects before submitting an application. (www.vibrantcitieslab.com/toolkit/street-tree-inventory/)
- Urban Tree Canopy (UTC) Assessment
 - Conduct tree canopy assessments using aerial or satellite imagery.
 - Applicants in King, Pierce, or Snohomish County must contact the Application Coordinator (see Section 1.6 – [Application Coordinator](#)) to discuss UTC assessment projects before submitting an application.

- Urban Forest Management and Maintenance Plans
 - Develop a work plan, maintenance plan, management plan, strategic plan, standards in UCF/ tree care manual, etc. for trees and associated resources in the community, including open space and green infrastructure. (www.vibrantcitieslab.com/toolkit/plan-the-total-program/)
 - Management plans may also include:
 - Prioritized planting plans
 - Storm or wildfire response plans
 - Pest preparedness plans
 - Ordinance and policy development or revision
- Tree planting on public property
 - A planting plan and a separate 3-year maintenance plan are required for all tree planting projects.
 - Examples of tree planting projects include:
 - Establishing new trees in low canopy areas.
 - Tree planting to replace trees lost to natural events such as storms, floods, fires, earthquakes, or landslides.
 - Tree planting demonstration projects for the purpose of improving public understanding of the benefits of establishing and maintaining trees.
 - Establishment of a “food forest” (<https://permaculturenews.org/2019/04/16/what-is-a-food-forest/>) or community orchard; (must include provisions for long-term care and maintenance).
- Tree pruning
 - [Prune trees \(https://hort.ifas.ufl.edu/woody/pruning.shtml\)](https://hort.ifas.ufl.edu/woody/pruning.shtml) to reduce risk, manage pest or disease issues, restore the health and structural stability of trees within the community forest, or implement similar objectives. All pruning must be performed by ISA Certified Arborists.
- Education and outreach
 - Publications or materials
 - Staff trainings
 - Events
- Other innovative projects, for example:
 - Analyze community forest resource data, including [canopy assessments \(https://www.nrs.fs.fed.us/urban/utc/\)](https://www.nrs.fs.fed.us/urban/utc/) or resource inventories, to increase public understanding of the economic, social, environmental, and psychological values of trees and open space in urban and community environments.
 - Develop a community tree specifications and standards manual. (<https://www.dupontwa.gov/DocumentCenter/View/1982/City-of-DuPont-Tree-Care-Guidelines-2017>)
 - Educational assistance to expand knowledge and enhance the technical skills of individuals involved in community tree care, planning, development, and maintenance activities such planting and pruning.
 - Invasive urban forest pest training and monitoring activities.
 - Hiring professional facilitators or other mutually trusted third party organizers to convene engagement activities that mitigate for any historical or institutional power dynamics.
 - Identifying shared needs, goals, and collaboration across stakeholders within the community.
 - Promoting community or tribal government involvement in addressing environmental health disparities and environmental justice related issues and developing solutions and future project ideas to address them.
 - Hiring professional consultants.

1.3 MINIMUM QUALIFICATIONS

Applicants must be located in Washington State and may be:

- City, town, and county governments
- Tribal governments
- 501 (c)(3) non-profit organizations
- Public educational institutions
- Special taxing districts (examples: Hospital Districts, Conservation Districts, Public Parks Districts)

Community groups representing areas of high health disparity (scoring 8-10 according to the [Washington Environmental Health Disparities Map](#)) and organizations that advocate for the interests of those experiencing marginalization or discrimination are especially encouraged to apply. If a group is not eligible, they are encouraged to partner with an eligible organization to submit an application.

Applicants who do not meet the minimum qualifications or the required specifications and qualifications as outlined above will be rejected and will not receive further consideration. Any rejected application will not be evaluated or scored.

1.4 PERIOD OF PERFORMANCE

The period of performance of any grant agreement resulting from this competitive grant is scheduled to begin by July 1, 2022 and end by June 1, 2023. Extensions to the period of performance will not be granted. Contact the Application Coordinator for more information.

1.5 REPORTING REQUIREMENTS

Grantees will be required to submit one Midterm Report by December 30, 2022 and one Final Report by June 1, 2023 to DNR. Grantees will receive report templates that may be filled out with the following information:

- Summary of the project status
- Achievements or setbacks (if any) to date
- Progress by deliverable
- Line item report of expenditures from the grant funding

The Final Report will be submitted at the conclusion of the project and must document the activities undertaken, barriers and lessons learned, maps and other relevant graphics related to the deliverables, and outcomes achieved. Grantee will include a 400-500 word article telling the story of the project including references to DNR, local project partners, location, purpose, and outcomes as well as two high quality images. For specific due dates, refer to Section 1.7 – [Schedule of Grant Activities](#).

Invoices may only be submitted along with Midterm Report or the Final Report and can be submitted on behalf of partially completed project deliverables. Billing procedures for submitting invoices are included in [Exhibit E – Sample Grant Agreement](#).

1.6 APPLICATION COORDINATOR

The Application Coordinator is the sole point of contact in the Agency for this procurement. All questions regarding this RFA shall be submitted to the Application Coordinator, as follows:

APPLICATION COORDINATOR	
NAME:	Ben Thompson Urban and Community Forestry Program Manager
E-MAIL ADDRESS:	ben.thompson@dnr.wa.gov
MAILING ADDRESS:	1111 Washington Street SE MS 47037
CITY, STATE, ZIP:	Olympia, WA 98504-7037
PHONE NUMBER:	(360) 485-8651

1.7 SCHEDULE OF GRANT ACTIVITIES

SCHEDULE OF GRANT ACTIVITIES	
ISSUE REQUEST FOR APPLICATION DATE RFA IS POSTED ON PUBLIC WEBPAGE	12/6/2021
APPLICATIONS DUE DEADLINE FOR DNR RECEIPT OF APPLICATIONS	3/4/2022; 4:00 PM Local Time
EVALUATE APPLICATIONS PERIOD OF TIME WHEN APPLICATIONS WILL BE EVALUATED BY DNR	March 2022
NOTIFY SUCCESSFUL AND UNSUCCESSFUL APPLICANTS UNSUCCESSFUL APPLICANTS WILL BE NOTIFIED VIA EMAIL	4/1/2022
FINALIZE GRANT AGREEMENT(S) DATE RANGE DNR EXPECTS GRANT AGREEMENTS TO BE FINALIZED	April - June 2022
BEGIN WORK DATE DNR EXPECTS THE WORK TO BEGIN	7/1/2022
MIDTERM REPORT REPORT DUE DATE	12/30/2022
END OF WORK DATE DNR EXPECTS THE WORK TO END	6/1/2023
FINAL REPORT DUE FINAL DATE GRANTEES MAY SUBMIT FINAL REPORT	6/1/2023
THE AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE.	

1.8 FUNDING

The total funding available is \$550,000. Applicant requests for funding must be a minimum of \$5,000 and may not exceed \$40,000.

50% of all funding (\$275,000) will be directed to projects in communities containing a portion of at least one census tract of high environmental health disparity that score 8-10 according to the [Washington Environmental Health Disparities Map \(https://fortress.wa.gov/doh/wtn/WTNIBL/\)](https://fortress.wa.gov/doh/wtn/WTNIBL/)

There is a requirement to provide 100% matching funds (1:1), unless the project benefits communities containing a portion of at least one census tract of high environmental health disparity that score 8-10 according to the Washington Environmental Health Disparities Map, then match is reduced to 50% (1:2). Refer to [Section 3.4 – Budget](#) for more information about matching funds.

Unless otherwise determined, purchase of goods or services resulting from this competitive grant will be funded by state dollars from the 2021-2022 engrossed second substitute House Bill 1216, Urban and Community Forestry – Various Provisions. Terms and conditions for the funding source are included in [Exhibit E – Sample Grant Agreement, WA State Department of Natural Resources General Terms and Conditions.](#)

Funds will be disbursed to Grantees through reimbursement based upon the completion or partial completion of deliverables and their affiliated tasks outlined in the Scope of Work. **Grantees will not be reimbursed for any work that occurs before a fully executed grant agreement is in place.**

1.9 ADA

The Agency complies with the Americans with Disabilities Act (ADA). Applicants may contact the Application Coordinator listed above to receive this solicitation in Braille or on tape.

2 GENERAL INFORMATION

2.1 CONTRACTING RESTRICTIONS

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. Applicants should familiarize themselves with the requirements prior to submitting an application that includes current or former state employees.

2.2 DEFINITIONS

Definitions for the purposes of this competitive grant include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

APPLICANT – an individual or entity who submits an application in response to a competitive grant issued for goods and/or services by the Agency.

APPLICATION – a formal offer, submitted by an individual or entity, in response to this competitive grant.

AWARD DATE – the announcement date of the Apparent Successful Contractor.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

COMPETITIVE GRANT – a documented formal process providing an equal and open opportunity to Applicants and culminating in a selection based on predetermined criteria.

DELIVERABLE – a tangible outcome that is produced by the project. These can be completed documents, plans, services, policies, actions, articles, etc. Project deliverables are considered to be only those items the applicant is requesting DNR funds for.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

ENVIRONMENTAL HEALTH– refers to the process by which environmental conditions affect human health.

ENVIRONMENTAL JUSTICE– is defined differently by different groups. While some define it as the equitable distribution of environmental risks and benefits, others like the EPA, consider environmental justice to be the fair treatment of all people with respect to developing, implementing, and enforcing environmental laws, regulations, and policies. For more information, refer to Exhibit B – Urban & Community Forestry and Environmental Justice.

GOODS – products, materials, supplies, or equipment provided by a Contractor.

GRANT AGREEMENT – an agreement between DNR and Grantee that includes terms and conditions, all appendices, and exhibits, associated Scope of Work, and all amendments awarded pursuant to this competitive grant.

GRANTEE – Applicant whose application provides the best value in meeting Agency needs and is selected to for an award with DNR for the proposed solution, subject to completion and execution of grant agreement.

OUTCOME – the aspirational result(s) of project activities and deliverables. Outcomes record the changes that occur as a result of your project.

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

SERVICES – labor, work, analysis, or similar activities provided by a Grantee to accomplish a specific scope of work.

SUBCONTRACTOR – one not in the employment of the Grantee, who is performing all or part of the business activities related to this competitive grant under a separate contract with the Grantee. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WORKING DAY – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday and state legal holidays

2.3 OREINTATION FOR FUNDED GRANTEES

Upon notification of award, grantees must attend at least one meeting with the Application Coordinator to review expectations on grant administration and implementation. This is also an opportunity for grantees to ask questions and receive clarification where needed.

2.4 REQUIRED OUTREACH AND PRINTED MATERIALS

Grantees will be required to post a media release to inform the community of the awarded grant project (template provided upon request) acknowledging Washington Department of Natural Resources as the funding source. DNR support must be acknowledged in any publications, audiovisuals, and electronic media developed as a result of this award. See below for statement of acknowledgement.

Upon project completion, applicants must promote the project with a 400-500 word article telling the story of their project including references to DNR, local project partners, location, purpose, and outcomes as well as two high quality images to accompany the article.

All promotional and outreach products generated by the applicant for purposes of this grant must be reviewed by DNR prior to publishing. Promotional and outreach products include, but are not limited to, printed materials, videos, signage, websites, social media promotions, and media releases.

FUNDING ACKNOWLEDGEMENTS

All projects must include an acknowledgement of funding sources, which shall be recognized as follows:

"Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program."

LOGO USE

In some circumstances, the DNR logo may be considered the most appropriate form of accreditation and may be used in lieu of the funding acknowledgement. Such instances will be evaluated on a case-by-case basis by DNR staff. DNR reserves the right to require the use of logos either in conjunction with, or in lieu of the funding acknowledgement.

2.5 NOTIFICATION TO APPLICANTS

The Agency will notify the Apparent Successful Grantee(s) of their selection by e-mail upon completion of the evaluation process. Individuals or entities whose applications were not selected for further negotiation or award will be notified separately by April 1, 2022 at the email address provided in the proposal.

2.6 DEBRIEF AND APPEAL PROCEDURE

DEBRIEFING OF UNSUCCESSFUL APPLICANTS:

Any Applicant who has submitted an application and been notified that they were not selected for grant award may request a debriefing. The request for a debriefing conference must be received by the Application Coordinator within three (3) business days after the Unsuccessful Applicant notification is e-mailed to the Applicant. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Applicant's application;
- Critique of the application based on the evaluation; and
- Review of Applicant's final score in comparison with other final scores without identifying the other applicants.

Comparisons between applications, or evaluations of the other applications, will not be allowed. Debriefing conferences may be conducted in person, or on the telephone, and will be scheduled for a maximum of one hour.

APPEAL PROCEDURE:

This procedure is available to Applicants who submitted an application to this competitive grant and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five (5) business days to file an appeal with the Application Coordinator. Appeals must be submitted in writing via e-mail and signed by the protesting party or an authorized Agent.

The appeal must state the grounds for the appeal with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. Applicants appealing the decision shall follow the procedures described below. Appeals that do not follow these procedures shall not be considered. This appeal procedure constitutes the sole administrative remedy available to Applicants under this competitive grant.

Only appeals stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the solicitation document, or applicable state or federal laws or regulations.

Appeals not based on procedural matters will not be considered. Appeals will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Agency's assessment of its own and/or other agencies needs or requirements.

Upon receipt of an appeal, an appeal review will be held by the Agency. All available facts will be considered and the Commissioner of Public Lands or their delegate will issue a decision within five (5) business days of receipt of the protest. If additional time is required, the appealing Applicant will be notified of the delay.

In the event an appeal may affect the interest of another Applicant who submitted an application, such Applicant will be given an opportunity to submit its views and any relevant information on the appeal to the Application Coordinator.

The final determination of the appeal shall:

- Find the appeal lacking in merit and uphold the Agency's action; or
- Find only technical or harmless errors in the Agency's acquisition process conduct and determine the Agency to be in substantial compliance and reject the appeal; or
- Find merit in the appeal and provide the Agency options which may include:
 - Correct the errors and re-evaluate all applications; and/or
 - Reissue the competitive grant document; and/or
 - Make other findings and determine other courses of action as appropriate.

If the Agency determines that the appeal is without merit, the Agency will enter into a contract with the Apparent Successful Grantee(s).

The Agency appeal decision is final and no appeal process will be required. If an appealing Applicant does not accept the Agency appeal response, the Applicant may try to seek relief from Thurston County Superior Court.

2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Applications submitted in response to this competitive grant shall become the property of the Agency. All applications received shall remain confidential until the grant agreement(s), if any, resulting from this solicitation is signed by the Agency and the Apparent Successful Grantee(s); thereafter, the applications shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the application that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire application exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," the Agency will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, the Agency will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the Agency shall maintain the confidentiality of the Applicant information per the court order.

Pursuant to RCW 42.56.120, DNR uses the default fee schedule. However, records may be viewed in person for no fee. All requests for copies of identifiable records should be directed to the public disclosure office: publicdisclosure@dnr.wa.gov. Requests for information about this competitive grant should be directed to the Application Coordinator.

2.8 REVISIONS TO THE COMPETITIVE GRANT

The Agency reserves the right to cancel or reissue all, or part of, this competitive grant at any time as allowed by law without obligations or liability.

2.9 ELIGIBILITY

All applications will be reviewed by the Application Coordinator to determine compliance with administrative requirements and instructions specified in this RFA. The Applicant is specifically notified that failure to comply with any part of the RFA may result in rejection of application as ineligible.

The Agency reserves the right at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

The Agency reserves the right to make an award without further discussion of the application submitted. Therefore, the application should be submitted initially on the most favorable terms that the Applicant can propose. There will be no best and final offer procedure. The Agency does reserve the right to contact an Applicant for clarification of its application.

The Apparent Successful Grantee should be prepared to accept this application for incorporation into a grant agreement resulting from this competitive grant. A grant agreement may incorporate some or all of the Applicant's application. It is understood that the application will become a part of the official grant file on this matter without obligation to the Agency.

2.11 GRANT AGREEMENT AND GENERAL TERMS & CONDITIONS

The awarded Grantee is entering into grant agreement including but not limited to the terms and conditions outlined within the competitive grant, application, all appendices, all exhibits, associated Statements of Work, Purchase Orders, and all amendments awarded.

All exceptions to the grant agreement terms and conditions must be submitted as an attachment to [Exhibit C –](#)

[Certifications and Assurances Form](#). The Agency will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COST TO APPLY

The Agency will not be liable for any costs incurred by the Applicant in preparation of application submitted in response to this competitive grant, in conduct of a presentation, or any activities related to responding to this competitive grant.

2.13 NO OBLIGATION TO CONTRACT

This competitive grant does not obligate the State of Washington or the Agency to contract for services specified herein.

2.14 REJECTION OF APPLICATIONS

The Agency reserves the right at its sole discretion to reject all applications received without penalty and not to issue a grant agreement as a result of this competitive grant.

2.15 COMMITMENT OF FUNDS

The Commissioner of Public Lands or their delegate is the only individual who may legally commit the Agency to the expenditures of funds for a grant agreement resulting from this competitive grant. Grantees will not be reimbursed for any work that occurs before a fully executed grant agreement is in place.

2.16 ELECTRONIC PAYMENT

The State of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Grantee will be provided a form to complete with the contract to authorize such payment method (if applicable).

2.17 INSURANCE COVERAGE

Before using any of said rights granted herein and its own expense, Grantee shall purchase and maintain, or require its Agent(s)/Subcontractor(s) to purchase and maintain, the insurance described within [Exhibit E – Sample Grant Agreement and WA State Department of Natural Resources General Terms and Conditions](#) for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Upon notification of being chosen as an Apparent Successful Grantee, the Grantee shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified before using any of said rights granted herein. The description section of the certificate shall contain the contract number and the name of the DNR Project Manager. Grantee shall also provide renewal certificates as appropriate during the term of this Agreement.

Grantee shall include all Subcontractors and Agents as insured under all required insurance policies or shall provide separate certificates of insurance for each Subcontractor or Agent. Failure of Grantee to have its Subcontractors and Agents comply with the insurance requirements contained herein does not limit Grantee's liability or responsibility.

3 CONTENTS AND SUBMITTAL INSTRUCTIONS

Applicants may submit as many applications as they choose for consideration, with the understanding that each application must stand alone as its own separate project. Applicants are required to read and understand all information contained within this entire application package, including all exhibits. By responding to the competitive grant, Applicant agrees to read and understand all documents.

3.1 ELECTRONIC SUBMISSION OF APPLICATION

The Application Coordinator must receive the application by the due date indicated within [Section 1.7 – Schedule of Activities](#) of this competitive grant, or any amendments.

Applications must be submitted electronically as an attachment to an e-mail to the Application Coordinator, Ben Thompson, at ben.thompson@dnr.wa.gov. For further contact information check [Section 1.6 – Application Coordinator](#).

Applicants may include additional attachments for supporting documentation such as letters of support, maps, and photos. Additional attachments should be appropriately named in a way that describes the content.

Attachments to e-mail shall be in a PDF format. Maximum file size for any e-mail is 30MB. Zipped files cannot be received by the Agency and cannot be used for submission of application.

All forms and documents submitted must have a signature of the individual within the organization authorized to bind the Applicant to the offer. The Agency does not assume responsibility for problems with Applicant's e-mail. If the Agency's e-mail is not working, appropriate allowances will be made.

Applicants should allow sufficient time to ensure timely receipt of the application by the Application Coordinator. Late applications will not be accepted and will be automatically disqualified from further consideration, unless the Agency's e-mail is found to be at fault. All applications and any accompanying documentation become the property of the Agency and will not be returned.

3.2 APPLICANT CHECKLIST

Applicants are strongly encouraged to use the following checklist to ensure a complete proposal prior to submittal. Submit the applicable documents to the Application Coordinator by the due date indicated within Section 1.7 – Schedule of Grant Activities.

Applicants do not need to include a copy of their checklist with their submitted application.

APPLICANT CHECKLIST	
RFA GUIDELINES – DOWNLOAD AND READ ALL COMPETITIVE GRANT APPLICATION GUIDELINES	☐
MINIMUM REQUIREMENTS –THE PROJECT BEING APPLIED FOR MEETS MINIMUM REQUIREMENTS (SECTION 1.3)	☐
PROJECT LOCATION– IS YOUR PROJECT GOING TO OCCUR ON PUBLIC PROPERTY? HAVE YOU OBTAINED PROPER APPROVAL FROM LANDOWNERS/GOVERNMENT OFFICIALS? (IF APPLICABLE)	☐
NONPROFIT STATUS – HAVE YOU ATTACHED A COPY OF YOUR IRS LETTER OF DETERMINATION? (NONPROFIT ORGANIZATIONS ONLY)	☐
EXHIBIT A – USE EXHIBIT A – PROJECT PROPOSAL FORM TO CRAFT YOUR APPLICATION - The Environmental Health Disparity Score is listed for the project location. - All questions on proposal form are answered clearly and completely. - Saved as PDF.	☐
BUDGET SHEET – PROJECT COSTS MUST BE SUBMITTED AS OUTLINED IN EXHIBIT A – PROJECT PROPOSAL FORM , BE SURE TO REVIEW THE EXAMPLE. ENSURE THAT ALL THE FOLLOWING DETAILS ARE ADDRESSED: - Project costs must be placed in the appropriate categories: grant funding; applicant match; in-kind match; cash match. - Clearly identify which costs you are seeking grant reimbursement for. - Describe matching funds, including applicant, in-kind and cash. - Clearly identify all project costs, such as staff and supplies, required to complete and maintain the project. - Clearly state the purpose for each identified cost. - Describe each item, the cost basis, and the total expenditure. For example: Contractual: Project Consultant, 28 hours @ \$100/hour TOTAL = \$2,800	☐
EXHIBIT C – CERTIFICATIONS AND ASSURANCES FORM Authorized signature included.	☐
EXHIBIT C – ITEM 3 – EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE) Authorized signature included.	☐
EXHIBIT D – GRANTEE CERTIFICATION – WAGE LAW COMPLIANCE Authorized signature included.	☐
ADDITIONAL ATTACHMENTS – SUPPORTING DOCUMENTATION SUCH AS LETTERS OF SUPPORT, PLANS, MAPS, AND PHOTOS SAVED AS A PDF	☐
MAXIMUM EMAIL SIZE– THE EMAIL FILE SIZE LIMIT IS 30 MB. IF YOUR EMAIL IS LARGER, SPLIT THE APPLICATION INTO MULTIPLE, SMALLER EMAILS	☐

3.3 PROJECT PROPOSAL (SCORED)

Applicants must use [Exhibit A – Project Proposal Form](#) to submit an application. Applications that do not use the Project Proposal Form will be rejected and will not receive further consideration. Any rejected application will not be evaluated or scored. The Project Proposal Form must be signed by an authorized representative of the Applicant.

The Project Proposal must contain the following elements:

- A. Proposal Summary** – An overview of the Applicant's proposed project. The proposal summary must include the following information:
- Name, location, and GIS coordinates of the project.
 - Score or rank of the project location according to the 1-10 scale on the map layer called "[Environmental Health Disparities V 1.1](#)" (<https://fortress.wa.gov/doh/wtn/WTNIBL/>).
 - If the project spans more than one census tract or applies to the entire community (e.g. urban tree canopy analysis, management plan, ordinance development) then the applicant should list the highest score among all census tracts within the community that will be impacted by the project.
 - Applicant's name, address, telephone number, and Federal tax identification number.
 - Contact information for the primary project liaison, including name and email address.
 - Tree City USA status
 - Brief summary of the project and objectives.
 - Budget summary. Project costs must be placed in the appropriate categories: grant funding; applicant match; in-kind match; cash match.
- B. Proposal Narrative** – The narrative must clearly tie together Project Description, Deliverables, and Other Outcomes / Project Context. Other details that need to be addressed in each component are outlined below.
- Project Description** – Applicants must describe the purpose of the project and include the following information:
 - Clearly defined purpose and goals of the project.
 - Appropriate and reasonable scope of project activities.
 - Timeline with appropriate time frames for the completion of the project by June 1, 2023.
 - How the project addresses an urban and community forestry issue
 - If and how the project supports equity, environmental justice, or addresses environmental health disparities (i.e., existing canopy cover, vulnerability to climate change, environmental health hazards)
 - Applicants must consult the [Washington Environmental Health Disparities Map](#) (<https://fortress.wa.gov/doh/wtn/WTNIBL/>) to assess the health disparity that score (1-10) that is assigned to their project area.
 - American Forest's Tree Equity Score (www.treeequityscore.org/map/) and EPA's EJ Screen (<https://ejscreen.epa.gov/mapper/>) are two other useful tools for this information.
 - Deliverables** – Applicants must provide a clear and comprehensive list of deliverables and associated tasks. Deliverables are considered any items or activities that will be paid for with grant funding. Deliverables include but are not limited to:
 - Any products that are created for or by the project (and associated consultant fees, if applicable), such as reports, plans, maps, data, sign-in sheets, posters, mailers, design proofs, presentations, websites, educational materials, etc.
 - Number of trees purchased and properly planted.
 - Supplies or equipment.
 - Stipends for project participants.
 - Any documentation used to promote the project or demonstrate successful completion of project elements, such as photographs, videos, written articles, news releases, social media posts, etc.
 - Other Outcomes / Project Context** – Describe other project outcomes or components unique to the project that may add value or context. Examples could be, but are not limited to:
 - Innovative methods such as new technology or techniques.
 - Partnerships or cooperative ventures important to the success of the project.
 - Addressing environmental justice and health disparity issues.
 - History of involvement with community.

- v. Description of how residents are part of the project's decision-making process.
- vi. Community involvement in stewardship or advocacy activities.

3.4 BUDGET (SCORED)

To the extent possible, the Applicant is required to submit a detailed budget breaking out staff costs, subcontractor costs, and any other expenses necessary to accomplish the proposed deliverables under the grant agreement.

Applicants must separate itemized costs for each deliverable identified in the project, for example: a management plan, inventory, and outreach. Applicants may submit a budget of their own formatting in lieu of the budget template provided, so long as that budget contains the same information requested by the budget template.

Project costs must be submitted as shown in [Exhibit A – Project Proposal Form](#). Details that need to be addressed are outlined below:

- Well-identified, diverse funding sources, including matching funds.
- Describe matching funds, including applicant, in-kind and cash. There is a requirement to provide 100% matching funds (1:1), unless the project benefits communities containing a portion of at least one census tract of high environmental health disparity that score 8-10 according to the [Washington Environmental Health Disparities Map](#) (<https://fortress.wa.gov/doh/wtn/WTNIBL/>), then match is reduced to 50% (1:2).
- Project costs must be in the appropriate categories: grant funding; applicant match; in-kind match; cash match.
- Clearly identify all project costs, such as staff and supplies, required to complete and maintain the project.
 - Clearly state the purpose for each identified cost.
 - Describe each item, the cost basis, and the total expenditure. For example:
Contractual: Project Consultant, 28 hours @ \$100/hour TOTAL = \$2,800

ELIGIBLE COSTS

Eligible uses of grant funds are defined as necessary and reasonable costs to accomplish the deliverables of the project during the grant period as proposed on the budget worksheet in [Exhibit A – Project Proposal Form](#). Examples of eligible costs include, but are not limited to:

- Hiring a professional consultant or contractor for the project such as a facilitator, instructor, certified arborist, landscape architect, landscape designer, planner, web designer, graphic designer, or translator, etc.
- Seasonal employees, special staff, or intern hired expressly to carry out the project.
- Costs for 501(c)(3) non-profit staff.
- Stipends to support community participation necessary for the project as detailed in project proposal.
- Landscape-sized trees at least 1.25" in caliper and related supplies.
- Shrubs and groundcovers; not to exceed 10% of total project value.
- Hand tools such as hand pruners, hand saws, shovels, and rakes; not to exceed 10% of total project value.
- Costs for course, class, conference, or training event registrations directly related to the project for staff, tree board members, or others directly involved in the implementation of the grant project.
- Design, production, printing, and other costs to develop multi-media materials or interpretive signs.
- Facility rental for meetings directly associated with project activities.
- Project-specific computer software.

INELIGIBLE COSTS

The following costs may not be paid by grant funds or used to fulfill the match requirements but can be identified and described to demonstrate project support as outlined in [Section 3.3 – Project Proposal](#).

- Construction or fabrication activities.
- Capital outlays including purchase of land.
- Large equipment, power tools, and computer hardware.

MATCHING FUNDS

Projects benefitting at least a portion of one census tract of high environmental health disparity that scores 8-10 according to the [Washington Environmental Health Disparities Map](#) (<https://fortress.wa.gov/doh/wtn/WTNIBL/>) are required to provide a match requirement of 50% (1:2) match to the requested funds, meaning that the match amount must equal half of the amount of grant funds requested.

All other projects in communities with environmental health disparity scores of 1-7 according to the [Washington Environmental Health Disparities Map](https://fortress.wa.gov/doh/wtn/WTNIBL) (<https://fortress.wa.gov/doh/wtn/WTNIBL>) have a match requirement of 100% (1:1), meaning the match amount must be equal to the amount of grant funds requested.

Matching funds must fall within the following categories:

A. Applicant Match

- a. Staff salaries, wages, and overhead for local units of government, educational institutions, tribal governments, special taxing districts, or other public entities.
- b. Project costs incurred for services, equipment, wages, supplies, etc. directly incurred by the applicant.

B. In-Kind Match

- a. In-kind match is defined as any third-party non-cash donations of time, services, equipment, or supplies. In-kind match may take the form of volunteer hours, donated materials, donated office space, or donated equipment associated with the project.
- b. A rate of \$33.75 per hour (Washington State 2020 value of volunteer time published by [Independent Sector](https://independentsector.org/resource/vovt_state_2021/) (https://independentsector.org/resource/vovt_state_2021/) will be used as the value of volunteer time for in-kind match unless the volunteer is performing tasks in their normal line of work. In that situation, the in-kind match will be calculated at their current billable pay scale.

C. Cash Match

- a. Cash match is defined as third party donation of money, such as cash, check, or electronic transfer toward the project.

4 EVALUATION AND AWARD

The evaluation process is designed to award grant funding to the Applicants whose applications best meet the requirements of this competitive grant.

The Agency may reject the application of any firm who has failed to perform satisfactorily on a previous contract with the state.

Applications will be evaluated strictly in accordance with the requirements stated in this competitive grant. The evaluation of applications shall be accomplished by a review panel, to be designated by the Agency, which will determine the ranking of the applications. The Agency reserves the right to select and enter into grant agreements with the Applicants whose application is deemed to be in the best interest of the Agency and the State of Washington.

4.1 ELIGIBILITY (PASS / FAIL)

All applications will be reviewed by the Application Coordinator after submission to determine compliance with administrative requirements and instructions specified in this competitive grant. The Applicant is specifically notified that failure to comply with any part of the competitive grant guidelines may result in rejection of application as ineligible.

The Agency reserves the right at its sole discretion to waive minor administrative irregularities.

4.2 PREFERENCE – SALMON RECOVERY (SCORED)

In support of DNR's Salmon Recovery efforts, priority will be given to projects implemented within the Snohomish River Watershed, Water Resource Inventory Area 7 (https://fortress.wa.gov/dfw/score/score/maps/map_wria.jsp).

4.3 EVALUATION WEIGHTING AND SCORING

CRITERIA	MAXIUM POINTS
ELIGIBILITY	
SECTION 1.3 – MINIMUM QUALIFICATIONS	PASS/FAIL
SECTION 4.1 – ELIGIBILITY	PASS/FAIL
PROJECT PROPOSAL	
PROPOSAL SUMMARY	PASS/FAIL
PROPOSAL NARRATIVE	
ORGANIZATIONAL COMMITMENT	5
PROJECT DESCRIPTION	10
DELIVERABLES AND OUTCOMES	10
IMPACTS	10
UNIQUE FEATURES	5
PROPOSAL BUDGET	
FORMAT	PASS/FAIL
BUDGET	10
SUB-TOTAL	50
PREFERENCES	
SECTION 4.2 – SALMON RECOVERY	5
TOTAL POSSIBLE POINTS W/PREFERENCES	55

5 EXHIBITS

EXHIBIT A – Project Proposal Form

EXHIBIT B – Environmental Justice and Urban & Community Forestry

EXHIBIT C – Certifications and Assurances Form

EXHIBIT D – Grantee Certification – Wage Law Compliance

EXHIBIT E – Sample Grant Agreement and WA State Department of Natural Resources General Terms and Conditions

EXHIBIT A – PROJECT PROPOSAL FORM



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

2022 Washington Community Forestry Assistance Grant

Grant funds are provided by the Washington State Department of Natural Resources (DNR) Urban & Community Forestry Program.

Section I — PROPOSAL SUMMARY

Complete all fields and provide a signature. Scanned copies in PDF format are acceptable for electronic submissions.

Name of Proposed Project (not to exceed 5 words): _____

Location (City) _____ Tree City USA ☐ Y ☐ N

Project GIS Coordinates (reference point): Latitude, - Longitude

Address and Contact Information for the Organization Applying for the Grant

Applicant/Organization Name: _____

Applicant/Organization Phone: () - _____ Employer Identification Number: (EIN#) _____

Mailing Address _____

City _____ State _____ Zip Code _____

Applicant Contact Person _____ E-mail Address _____

Title/Role with Organization _____ Phone number _____

Score of project location according to the Washington Environmental Health Disparities Map (see section 3.3A of the RFA for details, map link: <https://fortress.wa.gov/doh/wtn/WTNIBL/>): _____

Brief Summary of the project (not to exceed 3 lines of text):

Click or tap here to enter text.

Budget Summary (Summarize total amounts from the budget worksheet. Round to the nearest dollar.)

Grant funds requested \$ _____

Matching funds provided \$ _____

Total project funds \$ _____

By signing this project proposal form, the undersigned agrees that all information is accurate to the best of their knowledge.

Name and Title of Authorized Representative

Date

Signature of Authorized Representative

Date

Section II — PROPOSAL NARRATIVE

Applicants must address each item within the space provided. Text must be Arial, size 9, and single spaced.

1. PROJECT DESCRIPTION (not to exceed 2 pages in length)

Describe the purpose, scope, and timeline of your project as well as the location and community setting. Include details on how the project addresses urban and community forest management and identify the benefits of the project for promoting equity and environmental justice within the community:

2. DELIVERABLES (not to exceed 2 pages in length)

Project deliverables are considered to be the items for which the applicant is requesting DNR funds. Provide a bulleted list of project deliverables, and break out each one into tasks if applicable.

- Deliverable 1:
 - Task 1.1:
 - Task 1.2:
 - Etc.
- Deliverable 2:
 - Task 2.1:
 - Task 2.2:
 - Etc.
- Deliverable 3:
 - Task 3.1:
 - Task 3.2:
 - Etc.

3. OTHER OUTCOMES / PROJECT CONTEXT (not to exceed 1 page in length)

Describe other project outcomes or components unique to the project that may add value or context. Examples could be, but are not limited to: innovative methods such as new technology or techniques; partnerships or cooperative ventures important to the success of the project; addressing environmental justice and health disparity issues; history of involvement with community; description of how residents are part of the project's decision-making process; community involvement in stewardship or advocacy activities.

Section III — PROPOSAL BUDGET WORKSHEET

☐ I, applicant, am submitting a project budget as a separate document in lieu of this template, see *section 3.4 of the RFA for details*. (Budget sheet is not to exceed 2 pages in length)

Name of Proposed Project: _____

Applicant/Organization Name: _____

EXPENSE	Grant Funds	Applicant Match	In-Kind Match	Cash Match	TOTAL PER EXPENSE
Deliverable 1:					
Task 1.1					
Task 1.2					
Task 1.3					
Deliverable 2:					
Task 2.1					
Task 2.2					
Task 2.3					
TOTAL PER FUND CATEGORY					

Appendix A – SAMPLE BUDGET

Project Name Inventory and Management Plan

Applicant Organization City of Forestree

In this example, the City of Forestree is applying for a 2022 Community Forestry Assistance Grant to do an urban forestry inventory and management plan. They plan to conduct an inventory with support from a contractor, in-house staff and help from a volunteer group. They plan to contract with a consultant to analyze data and write the management plan.

The inventory, data analysis, and management plan components are separated in this sample budget. In addition, each component is broken down into line item tasks that clearly show the associated costs, and how the applicant expects to account for those costs.

EXPENSE	Grant Funds	Applicant Match	In-Kind Match	Cash Match	TOTAL PER EXPENSE
Deliverable 1: Tree Inventory					
Task 1.1 Data Collection					
Consultant collects data	\$10,000				\$10,000
Staff collect data and supervise volunteers		\$6,000			\$6,000
Volunteers collect data			\$10,000		\$10,000
Task 1.2 Purchase tree inventory software					
"Brand Name" inventory software	\$1,000	\$1,000			\$2,000
Computer (purchased for staff to run software)		\$2,000			\$2,000
Task 1.3 Training for volunteers					
Four 1-hour training sessions	\$1,000	\$2,000	\$2,000		\$5,000
Deliverable 2: Data Analysis					
Task 2.1					
Consultant to analyze data	\$6,000				\$6,000
Deliverable 3: Management Plan					
Consultant writes and submits plan	\$7,000				\$7,000
Printing (Generous benefactor)				\$1,000	\$1,000
TOTAL PER FUND CATEGORY	\$25,000	\$11,000	\$12,000	\$1,000	\$49,000

EXHIBIT B – URBAN & COMMUNITY FORESTRY AND ENVIRONMENTAL JUSTICE

Urban & Community Forestry is a practice dedicated to the planting, care, and management of trees and green space in cities and towns. Volunteerism in urban forestry is a powerful force for change in cities of all sizes, as volunteers assist with tree planting, removal of invasive plants, and the planning of public events such as Arbor Day, among other activities. Mid-to-large size cities typically have one or more professional arborists or foresters on staff whose job it is to oversee the care and management of public trees. Smaller cities and towns may not have in-house expertise, but rely on contractors and consultants to help them navigate urban forestry issues and challenges.

A growing body of scientific research has demonstrated how trees in cities and towns provide numerous 'ecosystem services', which is a term often used to describe the benefits provided by trees and forests. Trees, for example:

- Store atmospheric carbon in their wood, helping to offset carbon emissions generated in cities and mitigating the impacts of climate change.
- Pump oxygen and water vapor into the air as well as trap airborne particulates in their canopies, improving local air quality.
- Provide cooling shade in summer and can buffer cold winds in winter which helps moderate local temperatures, mitigate the effects of summer heat waves, and reduces costs for heating and cooling.
- Intercept and soak up rainfall, helping to reduce flooding, erosion, and polluted runoff into nearby creeks, streams, rivers, lakes, and Puget Sound.
- Can be planted to screen the sights and sounds of industrial sites, railroad corridors, highways, and other such infrastructure, reducing noise and softening the aesthetic for adjacent neighborhoods.
- Protect wildlife habitat for birds, mammals, and fish, including endangered species such as salmon and orcas.

There is also compelling evidence that urban trees generate many social and public health benefits, including:

- Increased walkability and physical activity. As urban environments are made healthier and more comfortable by the presence of trees and greenspace, people are encouraged to be more active outside with activities such as walking, running, cycling, gardening, etc.
- Increased community cohesion. People that spend more time outside among treed spaces are more likely to meet and get to know their neighbors. This yields many benefits including increased communication, development or enhancement of the neighborhood's cultural identity, and reductions in petty crime, among others.
- Reduced stress, anxiety, and aggression. Access to trees and greenspaces has been shown to have measurable positive impacts on people's ambient levels of stress, anxiety, and feelings of aggression. This leads to reductions in violent crimes and incidents of domestic violence.
- Increased focus, attention and learning. Both adults and children are able to stay more focused for longer periods of time after having spent time outside in treed landscapes, or even when greenery is visible through a window. This can mitigate some symptoms of attention deficit disorder and boost learning outcomes.
- Reduced public health threats. Communities with regular access to trees and greenspaces experience lower rates of cardiovascular and respiratory diseases which improves human health outcomes and reduces the collateral costs of poor health.
- Reduced traffic speeds. Trees planted along roadsides can reduce overall traffic speeds similar to how vehicles will slow down when driving through a tunnel, over a bridge, or down a narrow street. This reduces road noise and improves safety for motorists, cyclists, and pedestrians.

The social, environmental, and economic benefits of urban trees can mitigate numerous negative aspects of the built environment. As such, disparities in the benefits of tree cover as a result of class or racial segregation represent an environmental injustice. Communities with a lack of urban trees and low canopy cover may experience:

- Excessive heat, wind, or noise
- Expansive asphalt and concrete resulting in lack of greenspace and tree cover
- Pollution of air, water, or soil
- Flooding or erosion
- Noxious, invasive, or high-risk trees and other vegetation
- Limited access to trees in natural areas, gardens, parks, or other similar landscapes

These conditions may directly or indirectly be associated with social disparities in income, homeownership, education, access to transportation and other services, public health outcomes, and other challenges.

EXHIBIT C – CERTIFICATIONS AND ASSURANCES FORM

I/we make the following certifications and assurances as a required element of the application, to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related grant agreement(s):

1. I/we declare that all answers and statements made in the application are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single application.
3. In preparing this application proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this application or prospective grant agreement, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this application. All applications become the property of the Agency, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this application.
5. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to award, directly or indirectly to any other Applicant or to any competitor.
6. I/we agree that submission of the attached application constitutes acceptance of the RFA contents, all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition.
8. I/we grant the Agency the right to contact references and others, who may have pertinent information regarding the Applicant's prior experience and ability to perform the goods delivered or services rendered contemplated in this RFA.
9. I/we will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.
10. If any staff member(s) who will perform work on this grant agreement has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. See Section MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION for more details. If no box is checked, DNR will assume it was the intention of the Applicant to select none of the above.
 - a. Check one of the following – my firm is: ☐ Minority and Woman-Owned ☐ Veteran-Owned ☐ Small Business ☐ None of the above.
 - b. Check one of the following – Subcontracting firm is: ☐ Minority and Woman-Owned ☐ Veteran-Owned ☐ Small Business ☐ None of the above.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that I am authorized to make these certifications and assurances on behalf of the firm listed herein.

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR APPLICATION AS INDICATED WITHIN.

EXHIBIT D – GRANTEE CERTIFICATION – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder.' See [RCW 39.26.160\(2\) and \(4\)](#). Pursuant to legislative enactment in 2017, the Responsible Bidder Criteria include a Contractor Certification that the Contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting [SSB5301](#)).

Request for Application Date:

I hereby certify, on behalf of the firm identified below, as follows (check one):

- ☐ No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced grant application date.

OR

- ☐ Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced grant application date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID, QUOTATION AND/OR PROPOSAL

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR APPLICATION AS INDICATED WITHIN.

**EXHIBIT E – SAMPLE GRANT AGREEMENT AND WA STATE DEPARTMENT OF NATURAL RESOURCES
GENERAL TERMS AND CONDITIONS (PAGES 28 TO 43).**

GRANT AGREEMENT

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES (DNR)

NO. Agreement number

This Grant Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "AGENCY/DNR", and the below named firm, hereinafter referred to as "GRANTEE."

Grantee organization name

Organization mailing address

City, State, Zip code

Phone: Phone number

Email: Email address

PURPOSE

The purpose of this grant agreement is to Enter a detailed description of the agreement purpose, what work this agreement will accomplish.

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the Grantee, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the Scope of Work and Budget. The Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Scope of Work.
- C. Exhibit C, attached hereto and incorporated by reference, contains the Grantee Responsibilities.

PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from the date of execution through Month, Day, Year , unless terminated sooner as provided herein. Funding beyond Month, Day, Year is contingent upon re-appropriation by the Washington State Legislature.

AWARD

The total grant award payable to Grantee for satisfactory performance of the work under this grant agreement shall not exceed Spell out the grant award amount and 00/100 Dollars Enter the numerical award amount. Grantee's compensation for services rendered shall be based on Exhibit B – Scope of Work and Budget.

Funding for this grant agreement is provided by Enter the funding source for this grant agreement, include state bill number and/or federal grant number; DNR Program Index Enter the program index., Project Code Enter the project code.

BILLING PROCEDURES

The Grantee can submit invoices at the partial completion of each deliverable, as long as progress of activities is clearly identified and reflects Exhibit B – Scope of Work.

DNR will pay Grantee upon satisfactory acceptance of each fully completed deliverable or task as approved by the DNR Grant Manager. Invoices shall be submitted to the DNR Grant Manager not more often than monthly.

A final report summarizing all project activities and outcomes must be submitted prior to, or with, the final invoice, according to project schedule described in Exhibit C – Scope of Work. The report must document the activities undertaken, barriers and lessons learned, and the deliverables and metrics achieved. Final payment will be withheld until satisfactory acceptance of the report.

Payment will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year. Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work.

At a minimum, each invoice shall specify the following:

1. Agreement number
2. Invoice date
3. Organization and primary contact name
4. Primary contact phone number and email address
5. Narrative description of the work performed towards completing the deliverables and activities
6. The order in which the deliverables and activities are listed on the invoice shall reflect the order in which they are listed in Exhibit B, Scope of Work.
7. Detail of the expenses being billed
8. Supporting documentation for all expenses being billed
9. Total invoice amount

DNR may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this grant agreement.

OUTREACH AND PRINTED MATERIALS

Grantee will post and share with DNR a media release informing the community of the project, acknowledging DNR.

Upon project completion, Grantee must promote the project with a 400-500 word article telling the story of their project including references to DNR, local project partners, location, purpose, and outcomes, as well as 1-2 high quality images to accompany the article.

All printed materials, signs, and other products including websites resulting from this grant must be reviewed and approved by DNR prior to publishing. DNR must approve the use of the DNR logo on any published media, such as a web page, printed publication, or audiovisual product. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

"Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program."

GRANT MANAGEMENT

The Grant Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this grant agreement.

GRANTEE Grant Manager Information	AGENCY Grant Manager Information
<i>Grantee organization name</i> <i>Grant Manager name</i> <i>Organization mailing address</i> <i>City, State, Zip code</i> <i>Phone: Grant Manager phone number</i> <i>Email: Grant Manager email address</i>	<i>Agency name</i> <i>Grant Manager name</i> <i>Agency mailing address</i> <i>City, State, Zip code</i> <i>Phone: Grant Manager phone number</i> <i>Email: Grant Manager email address</i>

INSURANCE

Before using any of said rights granted herein and at its own expense, Grantee shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of

this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Grantee shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. Grantee shall also provide renewal certificates as appropriate during the term of this Agreement.

Grantee shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of Grantee to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Grantee's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Grantee shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent Grantees, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: Grantee shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Grantee shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Grantee waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): Grantee shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. Grantee waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Grantee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Grantee's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of Grantee is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Grantee waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

ASSURANCES

AGENCY and the Grantee agree that all activity pursuant to this grant agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this grant agreement. In the event of an inconsistency in this grant agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic grant agreement
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Scope of Work
5. Exhibit C – Budget
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This grant agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this grant agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

GRANTEE

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Signature

Signature

Name

Name

Name

Name

Title

Title

Title

Title

Organization mailing address

Organization mailing address

Address

Address

Phone number

Phone number

EXHIBIT A - WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

ACCESS TO DATA

The Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ANTITRUST

The Contractor hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this contract.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by

the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling Agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Contractor for securing business.

The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEFAULT

Contractor shall be in default if it is in material breach of any term or condition of the contract. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

DELIVERY, INSPECTION, REJECTION, CURE:

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the contract.
2. SHIPPING & RISK OF LOSS. All goods subject to the Purchase Order shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. INSPECTION: The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.

4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Contractor in writing.
5. **OPPORTUNITY TO CURE:** Contractor shall have the right to cure the materiality of any breach prior to the time for performance under the Purchase Order. This right to cure terminates upon the time for performance.

DEFINITIONS

Definitions for the purposes of this solicitation include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

APPLICANT – an individual or entity who submits an application in response to a competitive grant issued for goods and/or services by the Agency.

APPLICATION – a formal offer, submitted by an individual or entity, in response to this competitive grant.

AWARD DATE – the announcement date of the Apparent Successful Contractor.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

COMPETITIVE GRANT – a documented formal process providing an equal and open opportunity to Applicants and culminating in a selection based on predetermined criteria.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

GOODS – products, materials, supplies, or equipment provided by a Contractor.

GRANT AGREEMENT – an agreement between DNR and Grantee that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

GRANTEE – Applicant whose application provides the best value in meeting Agency needs and is selected to for an award with DNR for the proposed solution, subject to completion and execution of grant agreement.

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

SERVICES – labor, work, analysis, or similar activities provided by a Grantee to accomplish a specific scope of work.

SUBCONTRACTOR – one not in the employment of the Grantee, who is performing all or part of the business activities related to this competitive grant under a separate contract with the Grantee. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WORKING DAY – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday and state legal holidays.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Contractor's name, address, and contract number; and
 - Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The Agency shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same goods delivered or services rendered.

EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Exhibit E - Contractor Certification – Worker's Rights Executive Order 18-03 Washington State Procurement of Goods & Services Contracts, and Contractor represents and warrants, as previously certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

FUNDING SOURCE

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention: https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out

of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or Agents performing under this contract are not employees or Agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

INTERGRATION

The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY

The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
 - a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
 - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted for price.
 - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the contract based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
 - d. **RETURN:** The Agency may return or set aside for pickup by the Contractor any nonconforming goods and terminate the contract for cause.
2. The Contractor shall be liable for all compensatory, incidental and consequential damages caused by any breach of the contract. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Contractor under the contract.
3. **THE AGENCY'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE CONTRACT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE CONTRACT. FURTHERMORE,**

IN THE EVENT OF A TERMINATION OF THE CONTRACT, THE AGENCY'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OF GOODS DELIVERED OR SERVICES RENDERED PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION.

4. The rights and remedies provided by the contract are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on Agency premises, Contractor, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE

In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and

pending corrective action by the Contractor or a decision by the Agency to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice, beginning on the second calendar day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for goods delivered or services rendered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the [OFAC Specially Designated Nationals \(SDN\) and Blocked Persons sanctions list](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Agency.

WARRANTIES

Contractor warrants that all Deliverables provided under this contract shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.



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

Meeting Date: August 8, 2022

SUBJECT: Public Works Contract Award, Materials Testing, and Change Order Authority - 55th St. Ct. (Reid Dr.) Water Main Improvements

SUBMITTED BY: Stephanie Seibel, P.E. Associate Engineer

DEPARTMENT: Public Works / Engineering Division

PHONE: 253-853-7626

SUGGESTED MOTION: Approve and authorize the following related to the City's 2022 Annual Pavement Maintenance and Repair Project:

1. The Mayor to execute a Public Works Construction Contract with Pape & Sons Construction in an amount not to exceed \$ 355,971.81.
2. The City Engineer to approve additional Public Works Construction Contract expenditures up to \$60,000.00.

BACKGROUND INFORMATION: In the City's 2022 Budget, Objective 4 in the Water Capital Fund identifies Reid Dr. Water Main Improvements to replace an aging, deep PVC water main with a new 8-inch water main. This project is located primarily along 55th St. Ct. east of Reid Drive and will also provide additional valve control along Reid Dr. on the south side of 54th St.

BID RESULTS: The Project was competitively bid using the City's Public Works Bidding process. On June 28, 2022, the City received four (4) responsive bids for the Project.

Bidder	Total Bid Amount
Pape & Sons Construction	\$ 355,971.84
HConstruction	\$ 391,240.45
NW Cascade	\$ 436,233.60
New X	\$ 515,688.48

FISCAL CONSIDERATION: The 2022 Budget allocated \$ 300,000 for the Reid Dr. Water Main Improvements. As noted below, the objective was originally anticipated to be designed by a consultant but instead Engineering Division Staff were able to complete the design.

The Engineer's estimate prepared on 7/27/2022 for Addendum No. 1 was estimating the project to be \$330,000. Also, upon hearing of the long lead times (26 weeks) for the service brass (water setters, etc) the Water Operation staff also ordered the Brass fittings for this project ahead of time to help keep it on schedule. By staff ordering the brass ahead of time this reduced the Contractor's contract amount, but will be reimbursed back to the operations fund through the project fund.

2022 Budget Project Funding:	
Reid Dr. Water Main Improvements, Objective 4 – Design and Permitting	\$ 50,000
Reid Dr. Water Main Improvements, Objective 4 – Construction (Contract/testing/	\$ 250,000.00
Total 2022 Budget:	\$300,000.00
Project Expenses:	
Public Works Construction Contract – Pape & Sons Construction / construction contract	(\$ 355,971.84)
Materials Testing Services – Materials Testing & Consulting, Inc.	(\$ 4,470.00)
City Engineer Change Order Authority Amount *	(\$ 60,000.00)
Total budget overrun **:	(\$ 120,441.84)

Expenditure Required: \$ 420,441.84	Amount Budgeted: \$300,000.00	Appropriation Required: \$
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*The change order authority provides for, if required, addressing any unforeseen additional Public Works Construction Contract work.

** The 2022 budget amount did not account for construction escalation costs due to unanticipated inflation and significant increases to fuel and asphalt prices. Sufficient funds exist in the ending fund balance for the Water Capital fund.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Public Works Construction Contract with Pape & Sons Construction.

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

PUBLIC WORKS CONTRACT

55TH ST CT (REID DR.) WATERMAIN IMPROVEMENTS PROJECT CWP-2208

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 Pape and Sons Construction, INC., organized under the laws of the State of Washington, located and doing business at, 9401 Bujacich Road, STE 1A, Gig Harbor, WA 98332 hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the 55th St Ct (Reid Dr.) Water Main Improvements Project, CWP-2208 all in accordance with the Contract Documents, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "2022 55th St Ct (Reid Dr.) Water Main Improvements Project, CWP-2208," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum Three Hundred Fifty-Five Thousand, Nine Hundred Seventy-One Dollars and Eighty-Four Cents (\$355,971.84), including state sales tax, subject to the provisions of the Project Manual.
 2. Work shall commence and contract time shall begin as stated in Section 1-08.5 of the Contract Documents. All Contract Work shall be physically complete as stated in Section 1-08.5.
 3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 1-08.9.
 4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
 5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
 6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.
 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
-

8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

Tracie Markley, Mayor
City of Gig Harbor

Date: _____

(Signature of Official)

(Print Name)

(Title)

(Email Address)

Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



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

Meeting Date: August 8, 2022

SUBJECT: Professional Services Contract for Ongoing Consulting Arborist Services

SUBMITTED BY: Carl de Simas, Principal Planner

DEPARTMENT: Community Development

PHONE: 853-7628

SUGGESTED MOTION: Move to authorize the Mayor to execute the Professional Services Contract for Consulting Arborist Services between the City of Gig Harbor and Davey Resources Group, Inc. in the amount not to exceed \$100,000.

BACKGROUND INFORMATION: Gig Harbor codes and regulations require the submittal of arborist reports, submittal of landscape and restoration plans for certain development entitlements. The City is also responsible for the management and maintenance of trees on city-owned property and rights-of-way. The City does not currently have a City Arborist on staff to assist with such management and the review of reports and/or plans.

Obtaining the services of a qualified professional arborist will support Community Development and Public Works staff by providing qualified oversight for all tasks related to tree removal, landscape plan review, urban forest management, and related monitoring and maintenance tasks.

FISCAL CONSIDERATION: Payment for services rendered under this contract will be the responsibility of individual permit applicants or, for city-sponsored work, included in the project scope and budget or the existing Public Works Operation Division budget.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract with Davey Resources Group, Inc.

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVEY RESOURCE GROUP, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Davey Resource Group, Inc., a corporation organized under the laws of the State of Ohio (the "Consultant").

RECITALS

WHEREAS, the City's trees, landscaping, screening and land clearing regulations, Chapters 17.78 and 17.94 GHMC, require that certain tree removal requests and actions are supported by arborist reports which shall be reviewed for completeness and consistency with City ordinances in advance of permit approval by the Planning Division; and

WHEREAS, the City's regulations further require that project applicants may be required to develop and implement landscape plans and replanting plans that require monitoring and maintenance; and

WHEREAS, the City desires that the Consultant perform such report and plan review as described herein; and

WHEREAS, the City desires that the Consultant provide additional services, as may be agreed upon, consistent with those usual and customary duties typically undertaken by the City Arborist as described herein; 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 Thousand Dollars (\$100,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** 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** no sooner than April 1, 2022 and once the City has transmitted a copy of a report to the Consultant for review. This Agreement shall expire on or before March 31, 2023, provided however, that the contract may be extended by agreement of both parties. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Consultant's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Consultant.

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 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. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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. Except as specified in Section 7.C, 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. 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 included by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

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

1. Automobile Liability insurance with a 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 of \$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 of \$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:
Davey Resource Group, Inc.
ATTN: Amber Krebbers
295 S. Water Street, Ste 300
Kent, OH 44240

City of Gig Harbor
ATTN: Community Dev. Director
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.

18. Conflict of Interest. The Consultant agrees not to conduct work for private property owners within the Gig Harbor City Limits, as this inherently creates a conflict of interest.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2022.

CONSULTANT

By: 
Its: Amber Krebbers, Regional Operations Manager

CITY OF GIG HARBOR

By: _____
Mayor Tracie Markley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

03/17/2022

Carl de Simas | Principal Planner
 Community Development
 3510 Grandview Street
 Gig Harbor, WA 98335

RE: On-Call Arborist Support Services Scope of Work

The City is requesting Davey Resource Group, Inc. (DRG) to assist Gig Harbor on an as-needed basis and provide expertise in the review of projects for compliance with the City's tree retention regulations. DRG staff are prepared to work with project planners to review building permits, land use permits, subdivisions, and tree removal requests. The following assignments and related tasks describe the scope of services available to the City. DRG welcomes further discussion of specific assignments and can include customized tasks within each assignment. We will provide hourly estimates and not-to-exceed prices using the fee schedule approved within this contract.

Assignment	Common Tasks
<i>Review Development Application</i>	- Conduct a review of tree health and risk assessment associated with a development application. - Perform a site visit to review existing conditions - Report on findings. (Typically an e-mail or letter response.)
<i>Peer review reports by other arborists</i>	- Review arborist reports provided by the city. - Perform a site visit as needed to evaluate existing conditions. - Report on findings. (Typically an e-mail or letter response.)
<i>Arborist Consultation associated with construction.</i>	- Arrange to meet on-site as required - Provide recommendations for tree and root damage avoidance or mitigation techniques during construction. - Provide recommendations and specifications for replacement trees. - Coordinate review and findings with applicable City staff and, when requested, the applicant and/or applicants consultant.
<i>Respond to calls from residents.</i>	- Contact residents in Gig Harbor as requested to discuss their tree-related concerns. - Perform a site inspection. - Report on findings and provide recommendations.

Assignment	Common Tasks
<i>Arborist Consultation for Code Enforcement</i>	• Assist code enforcement personnel on unauthorized tree removal cases. • Perform a site visit to review existing conditions • Perform a Tree Appraisal/Tree Valuation
<i>Attend City Hosted Project Meetings</i>	• Attend project meetings, public hearings, and public meetings as requested by City staff. • Provide expertise on arboriculture and urban forestry best practices. • Prepare written reports or meeting materials (slides) • Deliver presentations on urban forestry and arboriculture topics.
<i>Tree Inventory data collection</i>	• Inspect and inventory trees as assigned. ○ Condition assessment ○ Work prioritization ○ Species and size identification ○ Inventory according to ISA BMP's • Tree data collected in DRG's TreeKeeper software (GIS). • City access to TreeKeeper and Data delivery in preferred formats.
<i>Tree Risk Assessment</i>	• Perform a Level 1 Risk Assessment on assigned areas. ○ Limited Visual Assessment ○ Identify trees with an imminent or probable likelihood of failure. • Perform a Level 2 Risk Assessment on specific trees. ○ Basic Risk Assessment • Perform a Level 3: Risk Assessment on specific trees. ○ Advanced Risk Assessment • Report on findings.
<i>Audit Tree Work Contracts</i>	• Inspect job sites and trees where tree work was contracted by the City. • Report on findings.

Rate and Service Structure

Davey Resource Group rates for On-Call Professional Arborist services:

Tree Inventory Arborist Technician..... \$70.00/Hour
ISA Certified Arborist..... \$75.00/Hour
ISA Certified Arborist with TRAQ certification..... \$95.00/Hour
RCA/ISA Board Certified Master Arborist..... \$135.00/Hour

These hourly rates are inclusive of all vehicles, equipment, and administrative incidentals including travel time required to support contract arborist services for the City of Gig Harbor. This is a standard fee. Davey Resource Group does not charge extra for the evening, overtime, or weekend work. The minimum charge time is two (2) hours. Given our on-call arborist contractual experience with other local municipalities, we can anticipate most on-call events taking approximately 6-10 hours inclusive of travel, meeting time, evaluation, and report writing.

Davey Resource Group will encourage the City to group work requests to maximize the arborist's time for optimum efficiency. We welcome the opportunity to discuss our assumptions and are willing to modify our scope to best meet the needs of the City of Gig Harbor.

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs and we are excited about the opportunity to collaborate with you on these projects. Please feel free to contact me with your questions or to discuss specific assignments.

Sincerely,

A handwritten signature in black ink, appearing to read "Ian Scott", with a stylized flourish at the end.

Ian Scott | Seattle Area Manager
ISA Board Certified Master Arborist® (PN-5408BUM)
ASCA Registered Consulting Arborist #698Davey Resource Group Incorporated
P: 206-714-3147
Ian.Scott@Davey.Com
www.DaveyResourceGroup.com

Exhibit B

Schedule of Rates

Rate and Service Structure

Davey Resource Group rates for On-Call Professional services:

Tree Inventory Arborist Technician	\$70.00/Hour
ISA Certified Arborist	\$75.00/Hour
ISA Certified Arborist with TRAQ certification	\$95.00/Hour
RCA/ISA board Certified Master Arborist	\$135.00/Hour

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Washington State farmers and ranchers provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products; and

WHEREAS, farmers markets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy; and

WHEREAS, farmers markets serve as significant outlets by which small-to-medium, new and veteran agricultural producers market their agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and

WHEREAS, the City of Gig Harbor recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers, ranchers and processors; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and

WHEREAS, the Waterfront Farmers Market adds to the economic vitality of Gig Harbor's downtown by attracting visitors and residents to visit not only the market, but the stores and restaurants along our historic waterfront;

NOW, THEREFORE, to further awareness of the Waterfront Farmers Market's contributions to Gig Harbor, I, Tracie Markley, Mayor of the City of Gig Harbor, do hereby proclaim the week of August 7-13, 2022, as

Waterfront Farmers Market Week

in the City of Gig Harbor in conjunction with the observance of National Farmers Market Week. I call upon Gig Harbor citizens to celebrate farmers markets with appropriate observance and activities. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 8th day of August, 2022.

Tracie Markley, Mayor

Date



Crime in Washington

GIG HARBOR POLICE DEPARTMENT
2021 CRIME STATISTICS

Crime Reporting

- Crime = Punishable by possible incarceration
- Data collected via officer report writing system
- Adjusted/corrected by Police Administrative Staff
- Submitted to South Sound 911 → Compiled and reported by Washington Association of Sheriffs and Police Chiefs (WASPC)
- National Incident Based Reporting System (NIBRS)
- Separated into Group A and Group B

Classifications of Crimes – Group A Offenses



Group A Offenses

Reported Crimes

- Crimes against persons
- Crimes against property
- Crimes against society

Group B Offenses

Actual Arrests

- Usually “on-view” arrests

Three Significant Factors

Blake Decision – February 2021

Ruled simple possession of drugs unconstitutional

Police “Reform” Laws – July 2021

Use of Force

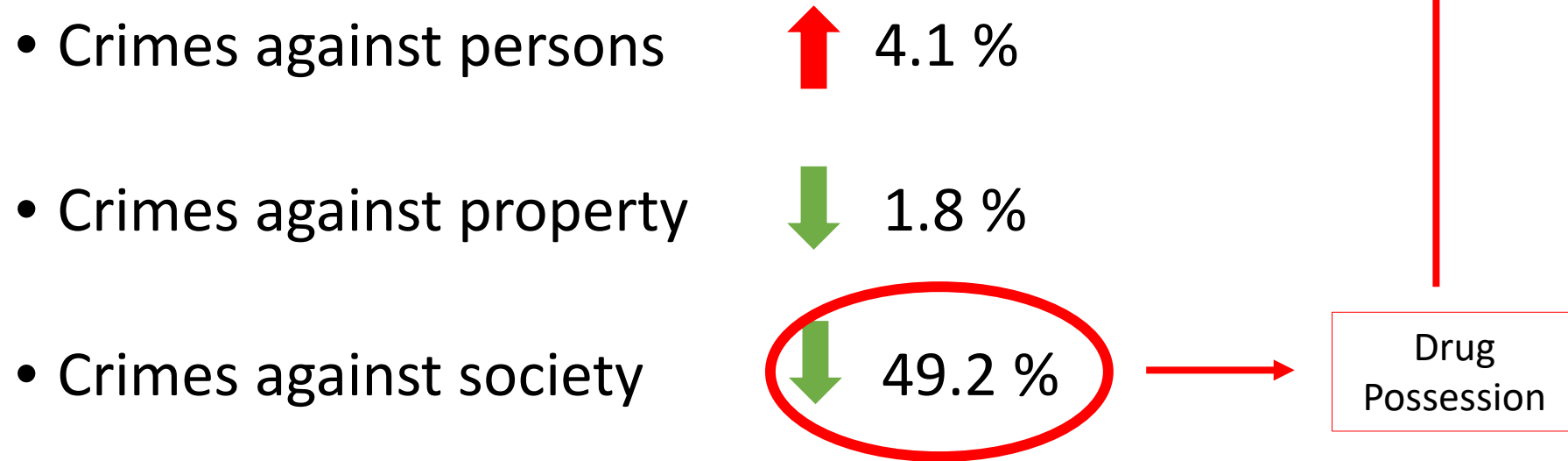
Pursuits

Covid

Booking restrictions at jails



Statewide Crime Profile – Crime down 3.7%



Violent crimes showed an increase of 12.3% with **29,238** reported.

There were **325** murders statewide in 2021 – an increase of 5.9 %.

Gig Harbor – Crimes Against Persons

Group A Offenses	Reported 2020	Reported 2021	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Murder	0	0		0.0	0	0
Manslaughter	0	0		0.0	0	0
Rape	0	0		0.0	0	0
Sodomy	0	0		0.0	0	0
Sexual Assault w/Object	0	1		0.1	0	0
Fondling	2	2	0.0%	0.2	1	0
Aggravated Assault	13	10	-23.1%	0.9	3	3
Simple Assault	51	44	-13.7%	3.8	22	16
Intimidation	1	1	0.0%	0.1	0	0
Kidnapping	0	3		0.3	0	3
Incest	0	0		0.0	0	0
Statutory Rape	1	0	-100.0%	0.0	0	0
Human Trafficking Offenses	0	0		0.0	0	0
Violation of No Contact/Protect.	24	17	-29.2%	1.5	9	15
Robbery	5	9	80.0%	0.8	1	0

Gig Harbor – Crimes Against Property

Group A Offenses	Reported 2020	Reported 2021	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Burglary	73	56	-23.3%	4.9	5	0
Larceny-Theft Offenses	392	435	11.0%	37.9	86	5
Motor Vehicle Theft	27	46	70.4%	4.0	1	0
Arson	0	0		0.0	0	0
Destruction of Property	62	82	32.3%	7.1	2	2
Counterfeiting/Forgery	11	11	0.0%	1.0	1	0
Fraud Offenses	118	64	-45.8%	5.6	9	1
Embezzlement	0	0		0.0	0	0
Extortion/Blackmail	0	0		0.0	0	0
Bribery	0	0		0.0	0	0
Stolen Property Offenses	19	30	57.9%	2.6	22	2

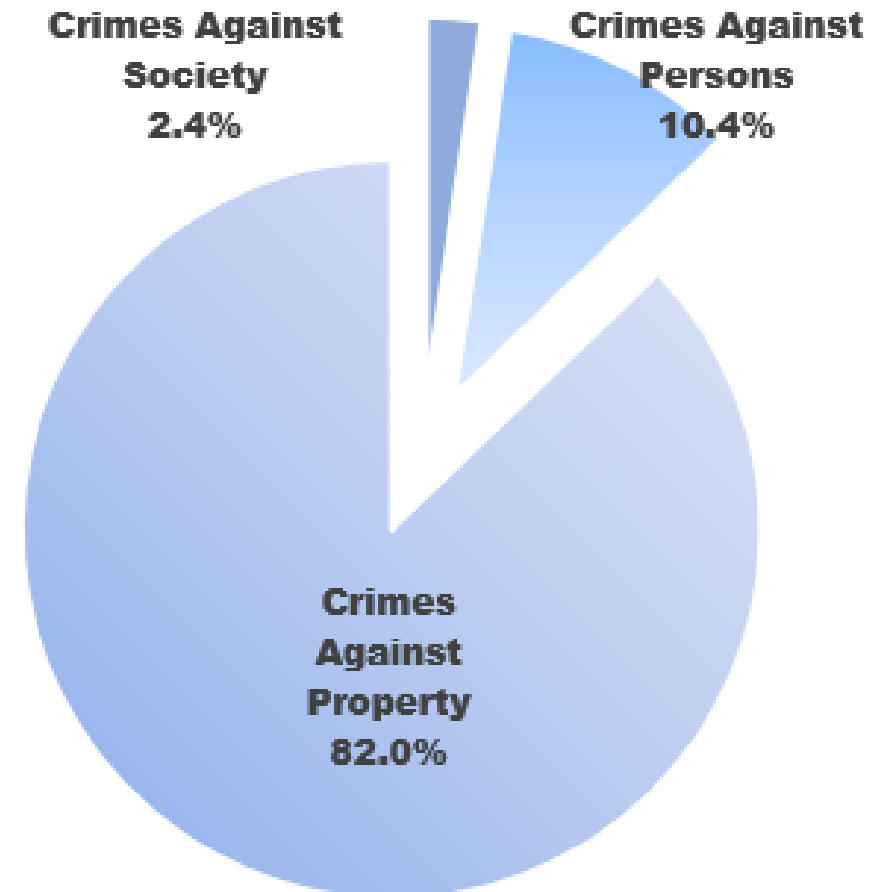
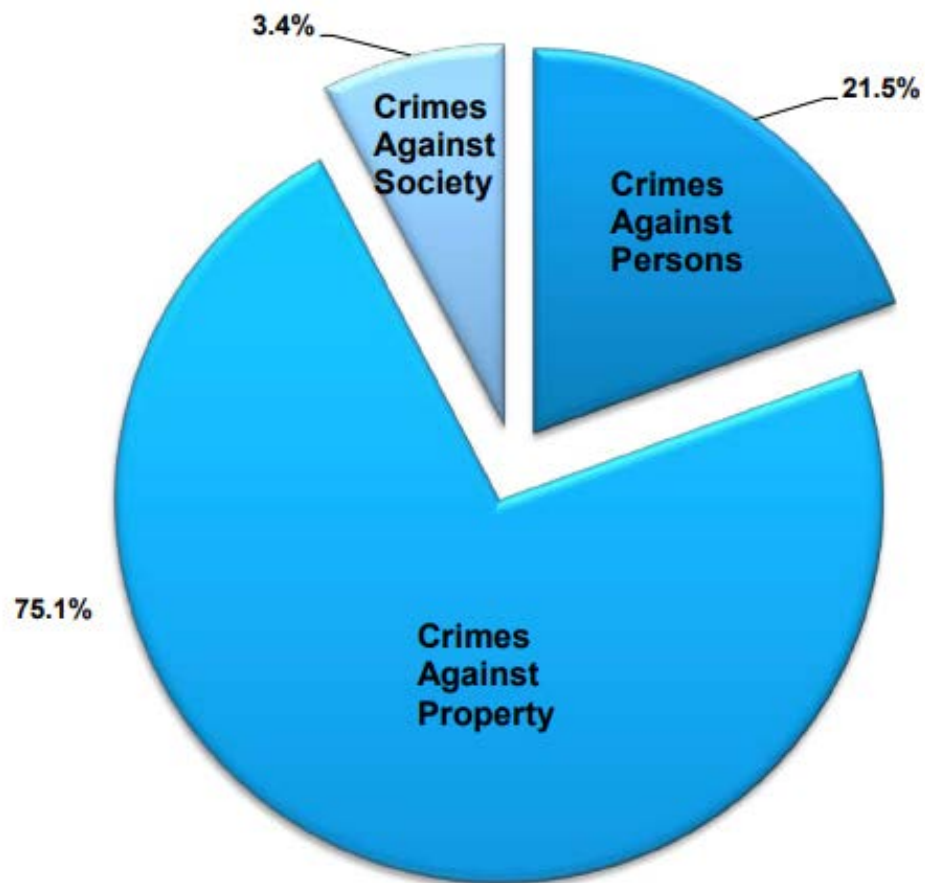
Gig Harbor – Crimes Against Society

Group A Offenses	Reported 2020	Reported 2021	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Animal Cruelty	0	1		0.1	1	0
Drug/Narcotic Violations	41	9	-78.0%	0.8	2	0
Drug Equipment Violations	14	4	-71.4%	0.3	3	0
Gambling Offenses	0	0		0.0	0	0
Pornography	1	2	100.0%	0.2	0	0
Prostitution Offenses	0	0		0.0	0	0
Weapon Law Violations	5	4	-20.0%	0.3	1	0

GROUP A OFFENSES

State Profile

Gig Harbor Profile





Gig Harbor – Total Group A Offenses

Group A Offenses	Reported 2020	Reported 2021	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Grand Total	860	831	-3.4%	72.3	169	47

Gig Harbor 72.3 Crimes per thousand

2020 = 75.3 Crimes per thousand

State Average 62.5

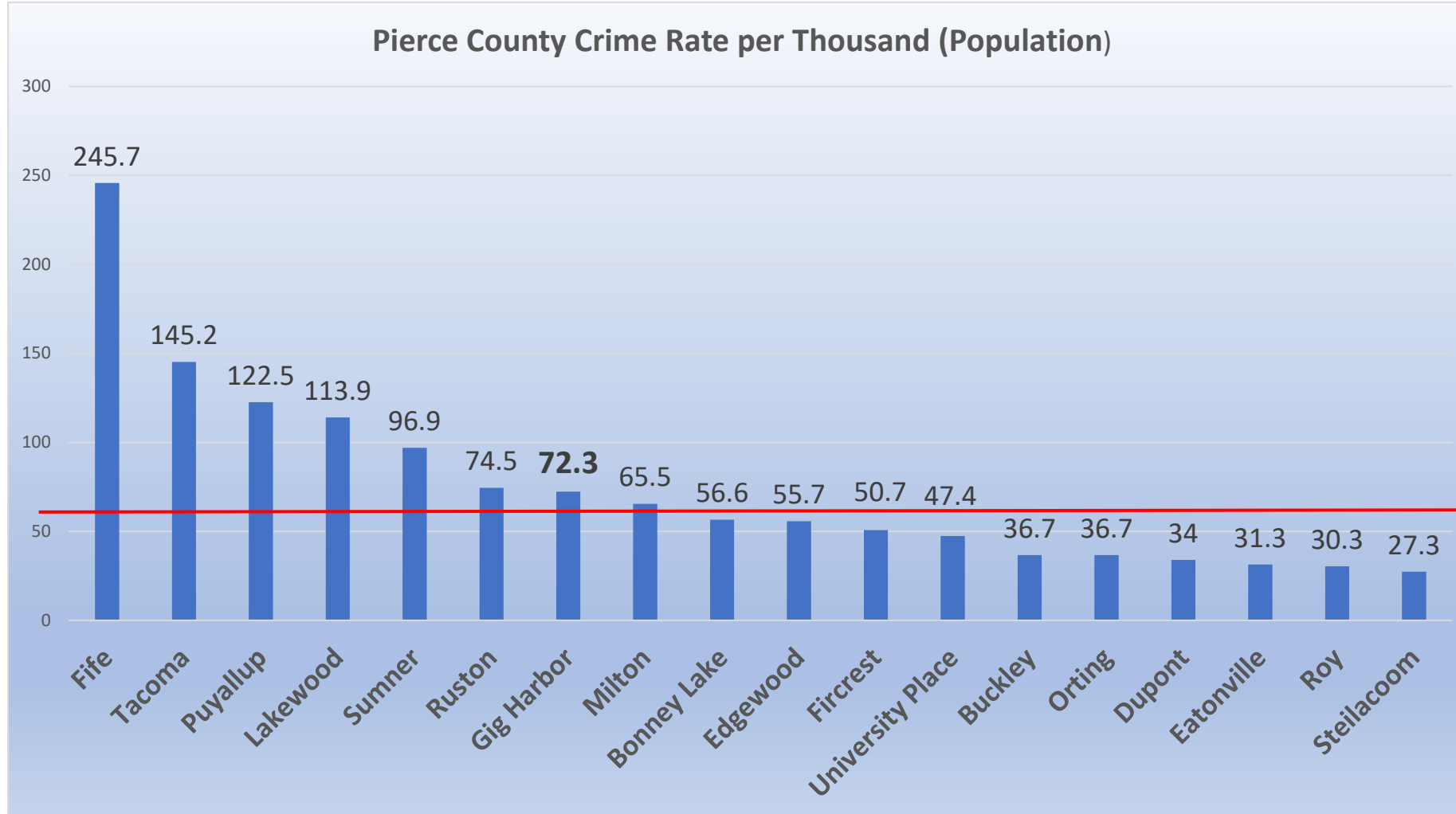
2020 = 65.3

Pierce County 42.2

2020 = 43.1

As population increases, “crime rate” goes down

Gig Harbor – "Crime Rate"



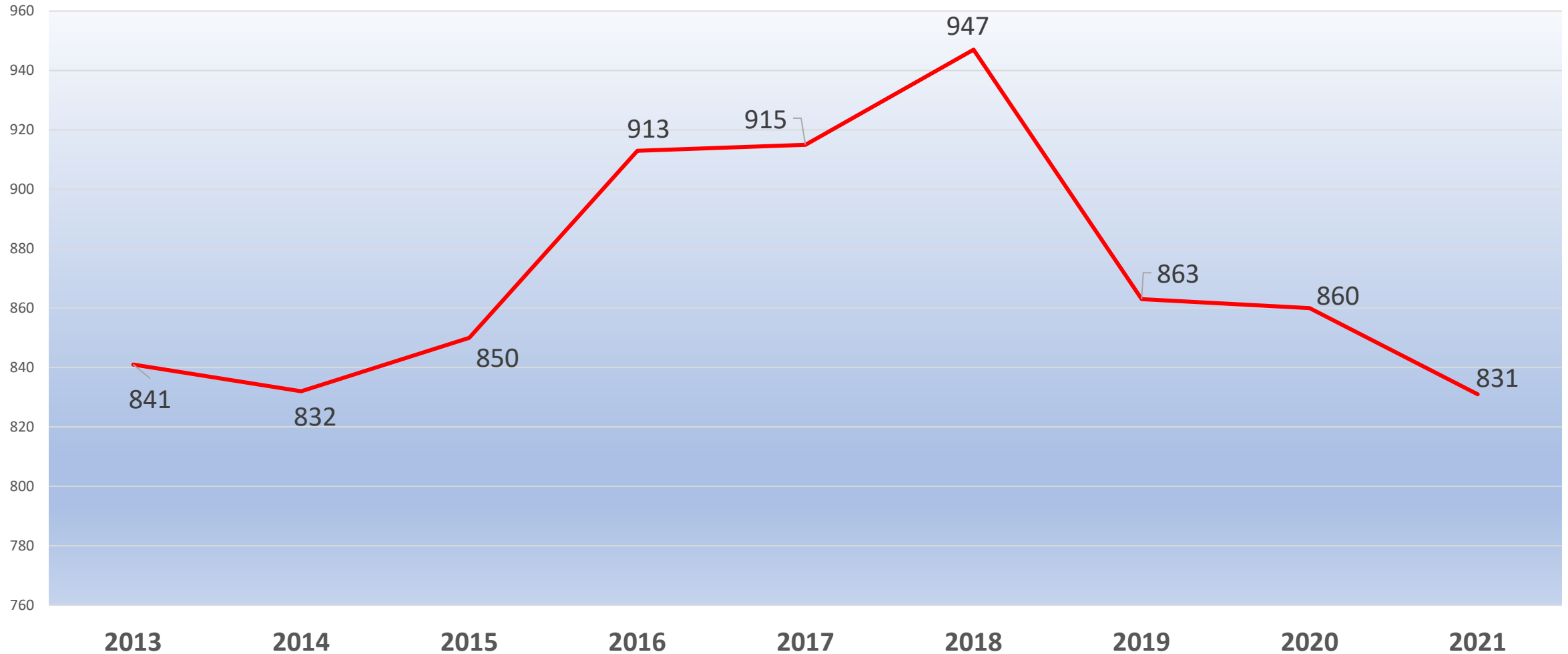
State Average 62.5

Based upon GH
Population of 11,490

"Average" crime rate
would be like servicing
population of 13,300

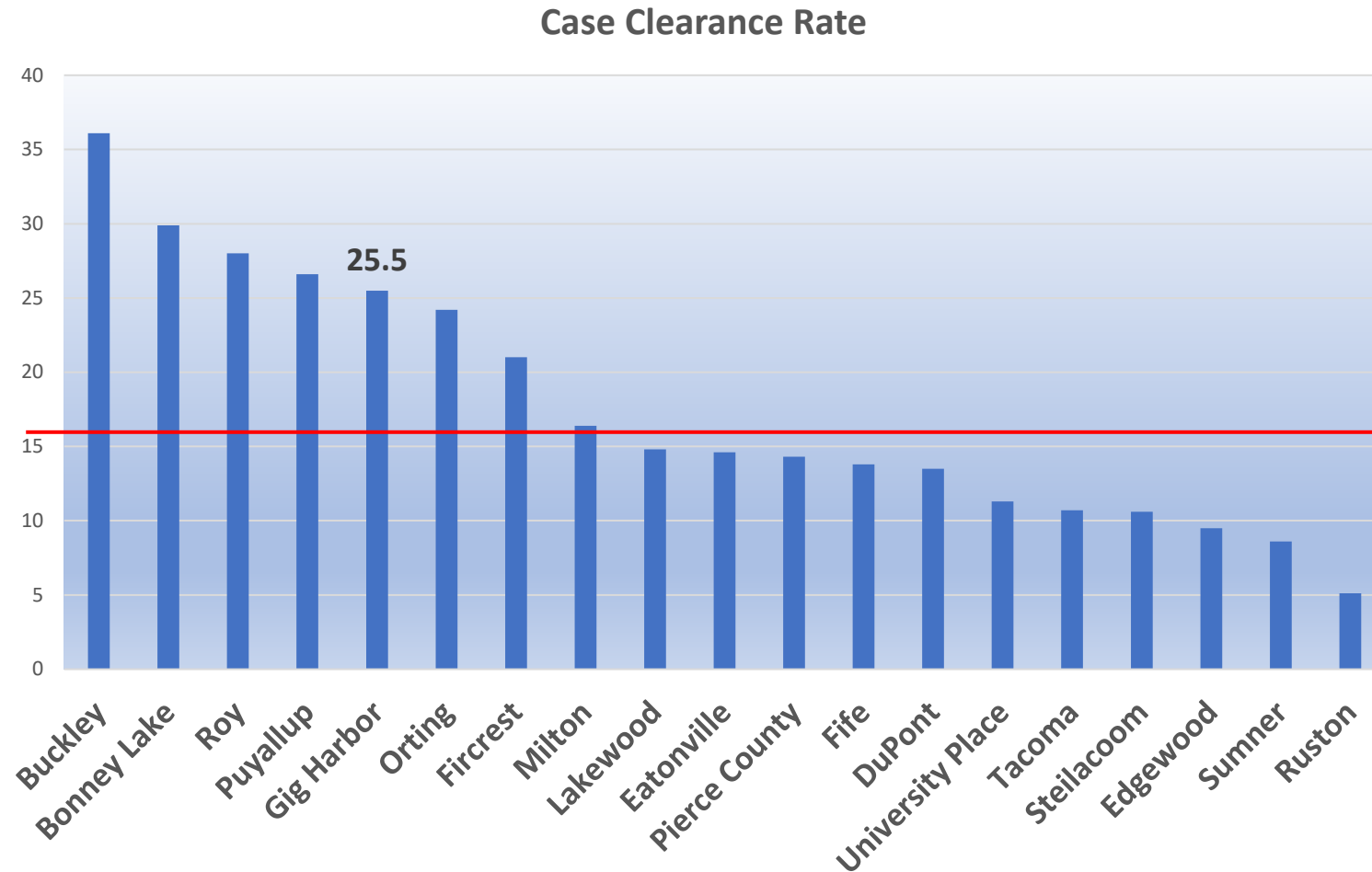
Gig Harbor – Trend - Group A Crimes

Crimes Reported





Gig Harbor – Case Clearance Rate



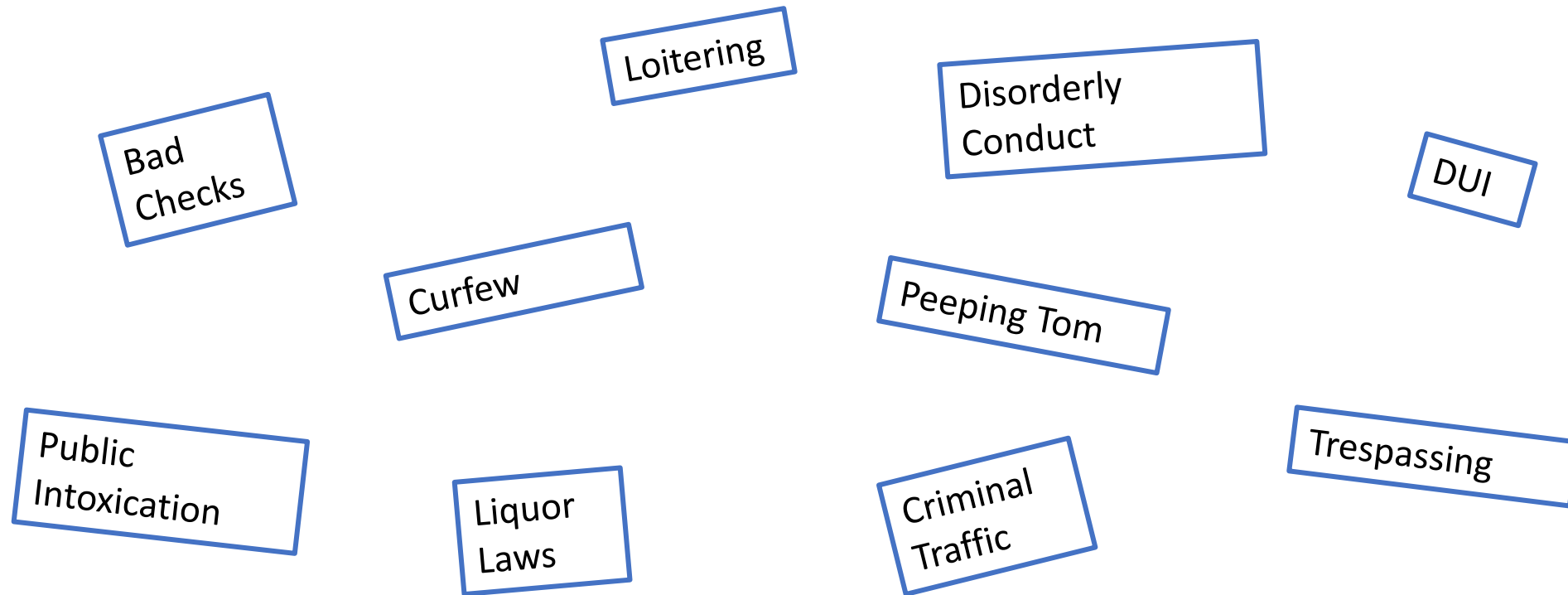
State Average 18.9

831 Group A Cases

212 Cases Cleared

278 Total Arrests (Group A and Group B)

Classifications of Crimes – Group B Offenses



Arrests

2021 Group B Arrests

Offense	Adult	Juvenile
Bad Checks	0	0
Curfew/Vagrancy	0	0
Disorderly Conduct	0	0
Drunkenness	0	0
DUI	23	1
Family Offenses	0	0
Liquor Law Violations	1	1
Peeping Tom	0	0
Trespass	3	0
All Other Offenses	78	2
Total	105	4

2021 Property Values by Type

Type	Value
Seized	\$0
Burned	\$0
Counterfeited/Forged	\$7,497
Destroyed/Damaged	\$475,745
Recovered	\$602,198
Stolen	\$1,540,003

2020 = \$440,439



Takeaways

- Statistically, overall crime down 3.4 % in Gig Harbor
 - Drug possession (41), Fraud (54), and Burglary (17) arrests were down – Total 112
- On-view arrests down
 - Lingering effects of 2021 legislation
- Theft (retail theft, vehicle prowls, vehicle thefts) remains most common crime
 - Theft deterrence is unmeasured success – Business Checks
- Case clearance rate is above average
 - Should increase even further
- Servicing a much larger daytime population

2021 Professional Standards

GIG HARBOR POLICE DEPARTMENT

Complaints

- Citizen and Internal Complaints
 - Anonymous complaints accepted
- Minor Complaints Investigated Internally
 - Major complaints investigated by outside agency at Chief's request
- Complaint Resolution
 - Sustained
 - Not Sustained
 - Unfounded
 - Exonerated

Complaints

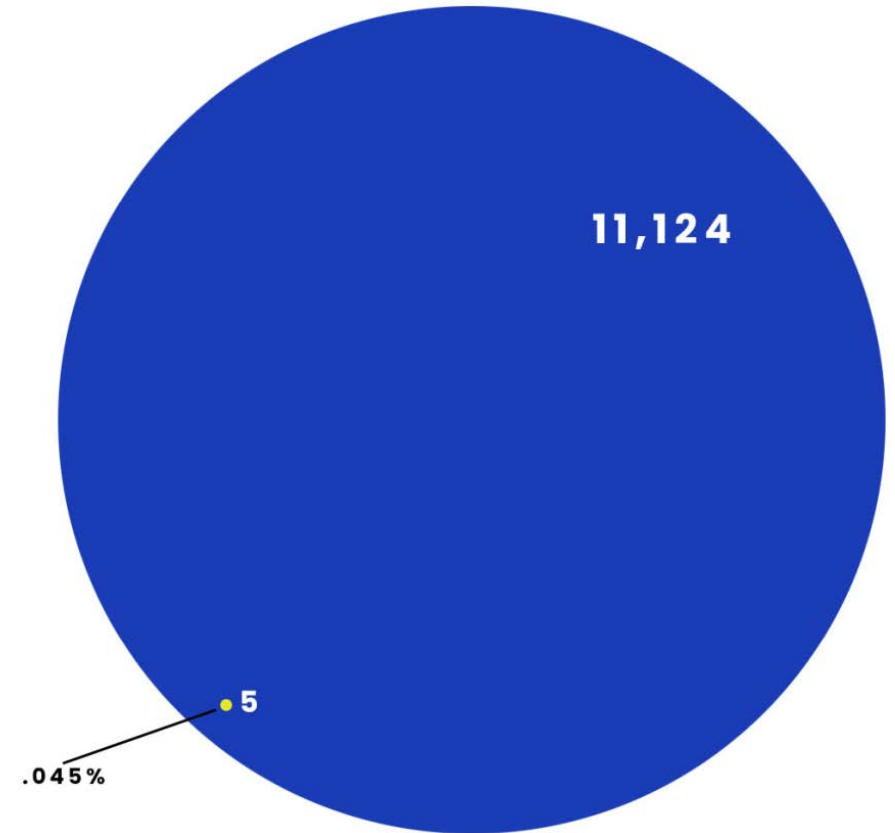
General Categories of 2021 Complaints ¹	
Respondents were dissatisfied with the handling of calls, investigations, or reports	1
Demeanor / Courtesy / Rudeness	0
Use of Force	0
Traffic Violations / Vehicle Use by Officer	0
Failure to Arrest	0
Lost property after arrest	0
Search and Seizure	0
Disagreed with Traffic Ticket	0
Unlawful Arrest	0
Harassment / Racial Discrimination	1
Total	2

Dispositions	Explanation of Dispositions	# Of Complaints in each category
Sustained	When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct. ²	0
Not Sustained	When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.	0
Unfounded	When the investigation discloses that the alleged acts did not occur or did not involve department members.	2
Exonerated	When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.	0
Total		2

Use of Force

- **Force** - means any act reasonably likely to cause physical pain or injury or any other act exerted upon a person's body to compel, control, constrain, or restrain the person's movement.
 - Does not include:
 - Pat-downs
 - Incidental touching
 - Verbal commands
 - Compliant handcuffing
 - Draw and direct*
- **Deadly force** - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.

Use of Force Incidents - 2021



 **CALLS FOR SERVICE**
 **USE OF FORCE INCIDENTS**

Use of Force

Use of Force: Type of Force used by the Officer(s)			
Primary Type – the first tool or tactic an officer used.		Secondary Type – used when the primary tool or tactic proved ineffective	
Physical controls	4	Physical controls	0
Taser: Air deployment	0	Taser: Air deployment	0
Taser: Contact deployment	0	Taser: Contact deployment	1
Taser: Point and Direct	0	Taser: Point and Direct	0
OC / Chemical	0	OC / Chemical	0
Impact / Baton	0	Impact / Baton	0
Baton used as Leverage tool	0	Baton used as Leverage tool	0
Firearm Draw and Direct	1	Firearm: Draw and Direct	1
Firearm	0	Firearm	0
Empty hand	0	Empty hand	0
Impact Munition	0	Impact Munition	0
Other (K-9)	0	Other (K-9)	0
Leg Restraints	0	Leg Restraints	0
 TOTAL		TOTAL	2

Use of Force

Use of Force Aggravating Factors

Intoxicated / Drugs	3
Domestic Violence	0
Mental Illness	2

Use of Force

Use of Force Incidents by Race of Subject			Use of Force Incidents by Gender	
White	5		Male	4
Black	0		Female	1
Asian	0		X	0
Native American	0			
Hispanic	0			
Unknown	0			

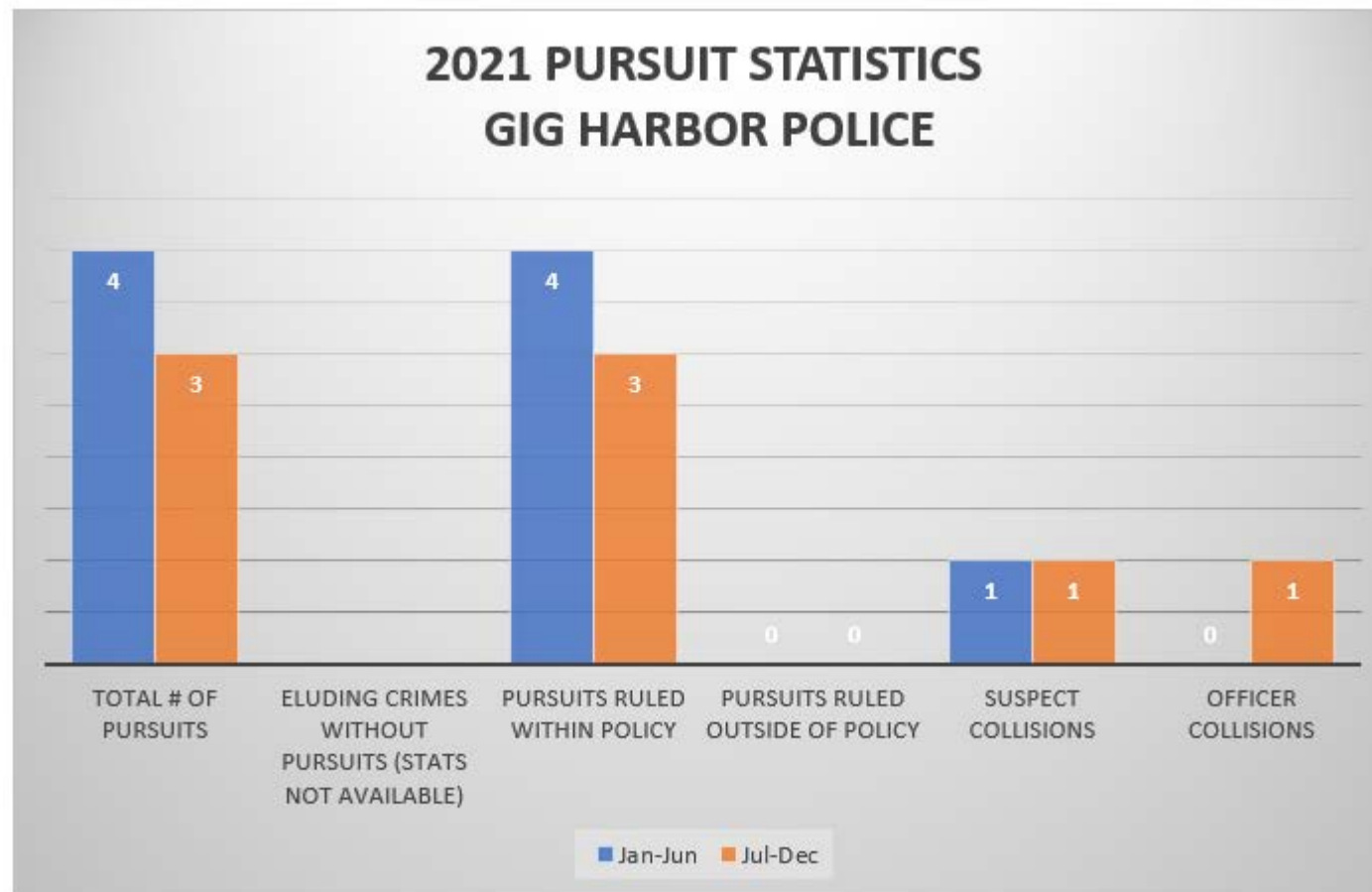
Use of Force Injuries				
Treatment				
	# Of Injuries (Visible or complained of)	Minor – No treatment required	On-scene by Aid	Hospital
Officer	0	0	0	0
Suspect	1	1	0	0

Unbiased Enforcement

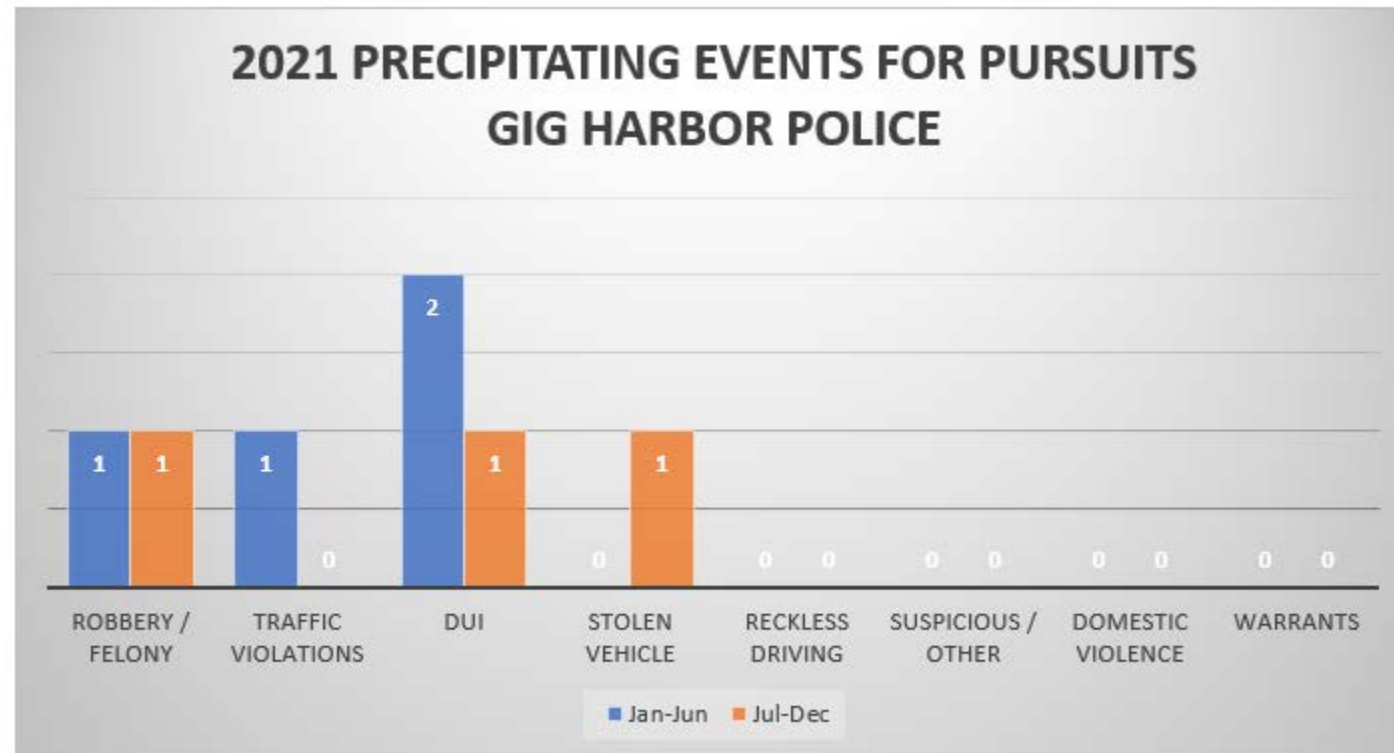
	Criminal Traffic ³ / Non-Traffic		Traffic Infractions ⁴	
Race	# By race	% By race	# By race	% By race
White	128 / 50	81.7%	272	83.4%
Black	14 / 6	9.2%	14	4.3%
Asian-PI	0 / 1	.46%	6	1.8%
Amer Ind - AK Native	2 / 1	1.7%	0	0%
Hispanic	8 / 2	4.6%	9	2.8%
Unknown	4 / 2	2.8%	25	7.7%
Totals	218		326	

Gig Harbor Demographics ⁵
White 86.1%
Black .7%
Asian – PI 6.3%
Amer Ind – AK Native 1.8%
Hispanic 3.9%

Pursuits



Pursuits



Vehicle Collisions

Collisions by Category	
# of officer-involved collisions	3
# of collisions ruled 'Preventable'	0
# of collisions ruled 'Non-Preventable'	3
# of collisions that involved injury	0
# of collisions that involved pursuits	0
# of backing collisions	0

Takeaways

- Very few citizen complaints
 - None sustained
 - 8 Years
- Very few use of force incidents
 - One minor reported injury
 - .045% of all incidents
- Enforcement by gender and race show no bias
- Few pursuits or collisions





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

Meeting Date: August 8, 2022

SUBJECT: Public Hearing, First Reading and Adoption of Ordinance 1494 Vacating a Portion of Hall Street

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to approve Ordinance 1494

BACKGROUND INFORMATION: The City received a letter from Richard and Kathleen Pifer, owners of 9322 Milton Avenue, Parcel No. 2260000369, petitioning the City to vacate a portion of Hall Street in accordance with GHMC 12.14.002.

The proposed 60-ft. right-of-way of Hall Street is situated in the Artena Plat Addition to Gig Harbor recorded August 23, 1890 in Volume 5 of Plats, Page 68. This portion of Hall Street lies within a Non-User Statute area as described in state law and GHMC 12.14.018C. The Non-User Statute areas of the City were platted prior to 1891 and are required by state law to vacate right-of-way back to the adjacent property owner if requested. This vacation would require the owners to provide an easement to the City for the existing public utilities located within the proposed vacated area.

Resolution 1254 setting the public hearing regarding this right of way vacation was adopted by Council at their July 11, 2022 Council Meeting.

FISCAL CONSIDERATION: The processing fee has been paid in accordance with GHMC 12.14.004.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Ordinance 1494

STRATEGIC PLAN PRIORITY: N/A

ORDINANCE 1494

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF HALL STREET OF THE ARTENA PLAT ADDITION TO GIG HARBOR CITY

WHEREAS, Richard and Kathleen Pifer petitioned the City to vacate a portion of Hall Street, which abuts their southern property line at 9322 Milton Avenue, Gig Harbor, Washington, under the nonuser statute, RCW 36.87.090 and GHMC Section 12.14.018(C); and

WHEREAS, the portion of this street subject to the vacation petition was platted in the Artena Plat Addition to Gig Harbor City, recorded in the records of Pierce County on August 23, 1890; and

WHEREAS, in 1890, this street was in unincorporated Pierce County; and

WHEREAS, the portion of Hall Street subject to the vacation petition was not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under RCW 36.87.090, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time and operation of law; and

WHEREAS, the City is willing to vacate that part of Hall Street so long as an easement is provided to the City for the existing public utilities located within the vacated area; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution 1254 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on August 8, 2022, and at the conclusion of such hearing determined that the aforementioned Right-of-Way vacated by operation of law and lapse of time;

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

Section 1. The City Council finds that the unopened portion of the platted Hall Street Right-of-Way described in the Pifer street vacation petition has vacated by lapse of time and operation of law under RCW 36.87.090. The vacated portion of Hall Street, of the Artena Plat Addition to Gig Harbor City, Parcel Number 2260000369, are legally described in Exhibit A attached hereto and incorporated by this reference, and shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced Right-of-Way area. This street vacation ordinance does not affect any existing rights, including any the public may have acquired in the Right-of-Way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. 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, sections/subsection numbers and any references thereto.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 8th day of August, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

Source: Thornton Land Surveying Inc., December 21, 2021

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO RICHARD E. PIFER FOLLOWING VACATION OF A PORTION OF HALL STREET, GIG HARBOR, WASHINGTON.

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF OF HALL STREET (FORMERLY ASH STREET) AS DEPICTED ON THE PLAT OF THE TOWN OF ARTENA, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 68, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE SOUTHERLY PRODUCTION OF THE WEST LINE OF LOT 15, BLOCK 7 OF SAID PLAT AND THE SOUTHERLY PRODUCTION OF THE EAST LINE OF THE WEST 90 FEET OF SAID LOT 7; SUBJECT TO AN EXCLUSIVE EASEMENT GRANTED TO THE CITY OF GIG HARBOR FOR STORM DRAINAGE AND SANITARY SEWER UTILITIES AND APPURTENANCES OVER THE SOUTH 20 FEET THERE OF



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

Meeting Date: August 8, 2022

SUBJECT: Ordinance 1495 Amending Gig Harbor Municipal Code Section 9.20.010 to Adopt by Reference RCW 9.41.305 Prohibiting the Open Carrying of Weapons in Municipal Buildings

SUBMITTED BY: Kelly Busey

DEPARTMENT: Police

PHONE: (253) 851-2236

SUGGESTED MOTION: Move to approve Ordinance 1495

BACKGROUND INFORMATION: In 2021, the State Legislature created RCW 9.41.305 which prohibits the open carrying of firearms on state capitol grounds and municipal buildings. The Gig Harbor Civic Center qualifies as a municipal building for purposes of this RCW. This law is enforceable now, but since it has not been formally adopted by the City of Gig Harbor, any violation would be heard in Pierce County District Court. Adoption of this Ordinance and related RCW would allow violations to be prosecuted in Gig Harbor Municipal Court.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Ordinance 1495
2. RCW 9.41.305

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

ORDINANCE 1495

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON AMENDING GIG HARBOR MUNICIPAL CODE SECTION 9.20.010 TO ADOPT BY REFERENCE RCW 9.41.305 PROHIBITING THE OPEN CARRYING OF WEAPONS IN MUNICIPAL BUILDINGS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35A.11.020 authorizes the legislative body of code cities to adopt and enforce criminal codes related to misdemeanor and gross misdemeanor offenses; and

WHEREAS, the City of Gig Harbor desires to preserve public peace, health, and safety of all who attend or work at the Gig Harbor Civic Center; and

WHEREAS, in 2021, the Washington State Legislature passed HB1234 creating RCW 9.41.305 to prohibit the open carrying of firearms in certain governmental buildings; and

WHEREAS, the Gig Harbor Civic Center meets the definition of a municipality building in which the open carrying of firearms is prohibited;

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

Section 1. Gig Harbor Municipal Code Section 9.20.010 is hereby amended as follows:

The following state statutes are adopted by reference:

RCW

9.41.010	Terms defined.
9.41.042	Children – Permissible firearm possession.
9.41.047	Restoration of possession rights.
9.41.050	Carrying firearms.
9.41.060	Exceptions to restrictions on carrying firearms.
9.41.070	Concealed pistol license – Application – Fee – Renewal.
9.41.075	Concealed pistol license – Revocation.
9.41.090	Dealer deliveries regulated – Hold on delivery.
9.41.094	Waiver of confidentiality.
9.41.098	Forfeiture of firearms – Disposition – Confiscation.

- 9.41.110 Dealer's licenses, by whom granted, conditions, fees – Employees, fingerprinting and background checks – Wholesale sales excepted – Permits prohibited.
- 9.41.120 Firearms as loan security.
- 9.41.122 Out-of-state purchasing.
- 9.41.124 Purchasing by non-residents.
- 9.41.185 Coyote getters.
- 9.41.220 Unlawful firearms and parts contraband.
- 9.41.230 Aiming or discharging firearms, dangerous weapons.
- 9.41.240 Possession of pistol by person from eighteen to twenty-one.
- 9.41.250 Dangerous weapons – Penalty.
- 9.41.260 Dangerous exhibitions.
- 9.41.270 Weapons apparently capable of producing bodily harm – Unlawful carrying or handling – Penalty – Exceptions.
- 9.41.280 Possessing dangerous weapons on school facilities – Penalty – Exceptions.
- 9.41.300 Weapons prohibited in certain places – Local laws and ordinances – Exceptions – Penalty.
- 9.41.305 Open carry of weapons prohibited on state capitol grounds and municipal buildings.
- 9.41.800 Surrender of weapons or licenses – Prohibition on future possession or licensing.
- 9.41.810 Penalty.
- 70.74.010 Definition of explosives.

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

Section 3. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof,
held this 8th day of August, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

Open carry of weapons prohibited on state capitol grounds and municipal buildings.

(1) Unless exempt under subsection (3) of this section, it is unlawful for any person to knowingly open carry a firearm or other weapon, as defined in RCW 9.41.300(1)(b), while knowingly being in the following locations:

(a) The west state capitol campus grounds; any buildings on the state capitol grounds; any state legislative office; or any location of a public state legislative hearing or meeting during the hearing or meeting; or

(b) City, town, county, or other municipality buildings used in connection with meetings of the governing body of the city, town, county, or other municipality, or any location of a public meeting or hearing of the governing body of a city, town, county, or other municipality during the hearing or meeting.

(2) For the purposes of this section:

(a) "Buildings on the state capitol grounds" means the following buildings located on the state capitol grounds, commonly known as Legislative, Temple of Justice, John L. O'Brien, John A. Cherberg, Irving R. Newhouse, Joel M. Pritchard, Helen Sommers, Insurance, Governor's Mansion, Visitor Information Center, Carlyon House, Ayer House, General Administration, 1500 Jefferson, James M. Dolliver, Old Capitol, Capitol Court, State Archives, Natural Resources, Office Building #2, Highway-License, Transportation, Employment Security, Child Care Center, Union Avenue, Washington Street, Professional Arts, State Farm, and Powerhouse Buildings.

(b) "Governing body" has the same meaning as in RCW 42.30.020.

(c) "West state capitol campus grounds" means areas of the campus south of Powerhouse Rd. SW, south of Union Avenue SW as extended westward to Powerhouse Rd. SW, west of Capitol Way, north of 15th Avenue SW between Capitol Way S. and Water Street SW, west of Water Street between 15th Avenue SW and 16th Avenue SW, north of 16th Avenue SW between Water Street SW and the east banks of Capitol Lake, and east of the banks of Capitol Lake.

(3) Duly authorized federal, state, or local law enforcement officers or personnel are exempt from this section when carrying a firearm or other weapon in conformance with their employing agency's policy. Members of the armed forces of the United States or the state of Washington are exempt from this section when carrying a firearm or other weapon in the discharge of official duty or traveling to or from official duty.

(4) A person violating this section is guilty of a misdemeanor. Second and subsequent violations of this section are a gross misdemeanor.

(5) Nothing in this section applies to the lawful concealed carry of a firearm by a person who has a valid concealed pistol license.

(6) A city, town, county, or other municipality must post signs providing notice of the restrictions on possession of firearms and other weapons under this section at any locations specified in subsection (1)(b) of this section.

[2022 c 106 § 2; 2021 c 261 § 2.]

NOTES:

Effective date—2021 c 261: See note following RCW 9.41.300.



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

Meeting Date: August 8, 2022

SUBJECT: Resolution 1257 Rejecting all Bids Received on Public Works Operations Center Phase 2 (Building) Project

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to approve Resolution 1257.

BACKGROUND INFORMATION: In November 2021 the City received a construction cost estimate for the proposed Public Works Operations Center Phase 2 (Building) project that established a maximum anticipated construction cost, including contingency and sales tax, at \$2.7 million. The City then established a project budget in 2022 of \$3.3 million to construct and furnish the Operations Center.

The City began advertising for public bids for this project in early June 2022 then delayed bid opening due to a lack of interest from general contractors to bid on the project. Bids were due July 21, 2022 and the City received one bid from Clark Construction for a total of \$4,896,000. With the additional project costs for materials testing, change order authority, and building furnishings, the City would have required an estimated total budget of \$5.5 million to complete this project.

In the absence of other bids available for comparison and due to the reality of a price that far exceeds the estimated project costs, City Staff does not recommend award of public works construction contract for this project and instead recommends the City reject all bids.

If all bids are rejected, City Staff will review project advertising options, consider timing for a more favorable bidding climate, and review options to reduce any large item costs for the project that will not adversely affect previously approved permits. City Staff will then advertise for bids to perform the project work later in 2022 or early 2023.

FISCAL CONSIDERATION: The funding for this project will be placed into the City's ending fund balance at the end of 2022 and will be reallocated into the proposed 2023-24 Budget for construction of this project.

Expenditure Required: \$ 0	Amount Budgeted: \$ 3,300,000	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Resolution 1257

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

RESOLUTION 1257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REJECTING ALL BIDS RECEIVED ON PUBLIC WORKS OPERATIONS CENTER PHASE 2 (BUILDING) PROJECT

WHEREAS, in November 2021 the City received a construction cost estimate for the proposed Public Works Operations Center Building that established a maximum anticipated construction cost, including contingency and sales tax, at \$2.7 million then established a project budget in 2022 of \$3.3 million to construct and furnish the Operations Center; and

WHEREAS, the City began advertising for public bids for this project in early June 2022 then delayed bid opening due to a lack of interest from general contractors to bid on the project and eventually bids for this project were due July 21, 2022 at which time the City received one bid from Clark Construction for a total of \$4,896,000; and

WHEREAS, in the absence of other bids available for comparison and due to the reality of a price that far exceeds the estimated project costs, City Staff does not recommend award of the public works contract and instead recommends the City reject all bids in accordance with the City's reservation of the right to reject any or all bids as set forth in its Invitation to Bidders and as authorized by RCW 39.26.160;

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

Section 1. Rejection of Bids. All bids received on July 21, 2022, by the City of Gig Harbor on the Public Works Operations Center Phase 2 (Building) Project are hereby rejected.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 8th day of August, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker
City Clerk



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

Meeting Date: August 8, 2022

SUBJECT: Professional Services Contract for HVAC Assessment

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with MacDonald Miller Facility Solutions, LLC. in an amount not to exceed \$94,484.

BACKGROUND INFORMATION:

The Civic Center's existing heating, ventilation, and air conditioning (HVAC) system was constructed in 2003 and uses R22 refrigerant for cooling, which is being phased out and is no longer allowed to be manufactured or imported into the United States. Additionally, the equipment used in the HVAC system has surpassed its useful life.

The 2022 Budget was developed to reflect a simple conversion of Civic Center's five air conditioning units to new refrigerant (R410 or R407C) but no replacement of the entire system because a replacement would be substantially more expensive as it would need to meet current code. However, if the City were to proceed with the objective developed for the 2022 Budget, the cooling system would result in reduced efficiencies and even lower than the efficiencies available in the original equipment from 2003.

In May 2022 the City requested qualifications from consultants specializing in the design of HVAC to provide the City with a review of the City's existing HVAC system and a report to upgrade the existing system. The RFQ for this work required the a scope of work that included the following key tasks based on the City's strategic plan priorities and goals:

- Review and determine the condition of the City's HVAC system
- Prepare a report that provides an alternatives analysis that includes the following for each alternative:
 - o Conceptual design
 - o Conceptual construction cost estimate
 - o Assessment of 20-year lifecycle cost to operate and maintain the HVAC system
 - o Address climate change impacts and ways the City's HVAC system can be resilient to these impacts
- Provide a report recommending the preferred alternative.

The scope of work received from MacDonald Miller included these tasks but resulted in a much higher fee than what was anticipated in the 2022 budget. If the proposed scope of work is approved by the City, we will have better alternatives and costs to consider a variety of efficiencies and options at the conclusion of this scoped work.

FISCAL CONSIDERATION:

Sufficient funds exist in the ending fund balance for the City Buildings Fund (016) as there are portions of projects in the 2022 Budget that will not be completed this year that may be used to pay for the over-budget amount.

Expenditure Required: \$94,484	Amount Budgeted: \$35,000	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract with associated scope and fee

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

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF GIG HARBOR AND

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and MacDonald Miller Facility Solutions, LLC, a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Civic Center HVAC System Assessment and Replacement 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 Fees**, 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 ninety-four thousand, four hundred eighty-four dollars and zero cents (\$94,484.00) 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 A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2023; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Andy Kaplowitz, Public
Sector Account Executive
PO Box 47983
Seattle, WA 98146-7983

City of Gig Harbor
ATTN: Jeff Langhelm
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: _____
Tracie Markley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

Jeff Langhelm, PE
City of Gig Harbor – Public Works Director
3510 Grandview St. Gig Harbor, WA 98335
jlangehelm@gigharborwa.gov

RE: CITY OF GIG HARBOR – CIVIC CENTER HVAC REPLACEMENT ASSESSMENT

Dear Jeff,

MacDonald-Miller Facility Solutions is pleased to provide you with the following proposal to study the Gig Harbor Civic Center. This proposal assumes this work can be done during regular business hours. If it needs to occur after hours there will be a shift differential that will need to be applied to the labor.

SCOPE OF SERVICES

- Review and determine the condition of the City's HVAC system
- Prepare a report that provides an alternatives analysis (up to three system types) that includes the following for each alternative:
 - Conceptual design (Schematic Design)
 - Conceptual construction cost estimate
 - Assessment of 20-year lifecycle cost to operate and maintain the HVAC system
 - Address climate change impacts and ways the City's HVAC system can be resilient to these impacts
- Provide a report recommending the preferred alternative.
- Set-up the Civic Center in Energy Star Portfolio Manager to prepare for Clean Building Standard uploading requirements.

INCLUSIONS

- Site visit to survey space.
- Review of existing documentation available for submittals and drawings.
- Includes the following drawings:
 - As-builts, submittals.
- Mechanical and electrical engineering to evaluate HVAC system types
- Report evaluation of alternatives and recommended system type.

Total Price:\$94,484

Note: Lead time on engineering queue is approximately four weeks. Engineering time six weeks.

Additional Documents or information that will be needed for review:

- Three years of utility bills
- As built drawings
- Good faith report.

GIG HARBOR - CIVIC CENTER - ENGINEERING STUDY

Note: The work listed above is based on performing during normal business hours. This price is valid for a period of sixty (60) days.

CLARIFICATIONS & ASSUMPTIONS:

- Excludes stamped engineered drawings.
- Excludes any other work than specifically included in Scope of Service above.
- Excludes any overtime.
- Excludes any hazardous material abatement.

ACCEPTANCE

Agreement is hereby effective on: 07/21/22

THIS PROPOSAL IS SUBMITTED BY:

THIS PROPOSAL IS ACCEPTED BY:



Andy Kaplowitz, Public Sector Account Executive
MacDonald-Miller Facility Solutions, LLC.

C: 206-639-3724 E: andy.kaplowitz@macmiller.com

Customer Signature

Print Name / Title

EXHIBIT A

BPG Audit Fee Form																			
Client: Gig Harbor Project: City Hall HVAC engineering study												Date: 7/18/2022							
Item	Task	Ac Exec Hrs.	Sr Engr Hrs.	Engy Engr Hrs.	Sr. Engr Hrs.	ENG Hrs.	CAD Hrs.	Sr. Pr Mngr Hrs.	Est Hrs.	Acctt Hrs	Adm Hrs.								
1	Job Set-up	8	4					8		1.25	0.25								
2	Calculate EUI and Target EUI (use SC area take-offs) includes kickoff and meetings		2	16	8														
3	Engineering Study/Scoping																		
4	HIVAC system 1	1	4	8	32	12	2		3										
5	HVAC system 2	1	4	8	32	12	2		3										
6	HVAC system 3 - Carbon free (Requires Elect Engr Sub)	1	4	8	56	24	2		3										
7	Estimating	1			4	4		4	120										
8	Write Report	2			40						8								
9	Present Report	8			8														
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
18																			
19																			
		Hrs. Subtotal	22	18	40	180	6	12	129	1.25	8.25								
		Hourly Rate	\$ 195.00	\$ 195.00	\$ 180.00	\$ 195.00	\$ 180.00	\$ 146.00	\$ 175.00	\$ 125.00	\$ 92.00	\$ 86.00							
		Cost	\$ 4,290.00	\$ 3,510.00	\$ 7,200.00	\$ 35,100.00	\$ 9,360.00	\$ 876.00	\$ 2,100.00	\$ 16,125.00	\$ 115.00	\$ 709.50							
Hotel																			
Meals																			
		Subtotal Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
		Subcontractor (Electrical Engineer Sub) \$ 15,000																	
		Subconsultant (Structure) \$ -																	
		Plans Printing/Copy \$ -																	
		Parking \$ -																	
		Travel =	150	Miles @	98														
		Other Audit Costs (see Notes) \$ -																	
		MU 1																	
		Audit Fee \$ 94,484																	

**EXHIBIT B****2022 LABOR RATE FEE SHEET**

Description	Qty	Unit	Unit Cost	Total
1. LABOR				
a Account Executive	0	Hr	\$ 195.00	\$ -
a Senior Energy Engineer	0	Hr	\$ 195.00	\$ -
a Energy Engineer	0	Hr	\$ 180.00	\$ -
a Senior Engineer	0	Hr	\$ 195.00	\$ -
a Engineer	0	Hr	\$ 180.00	\$ -
a Estimating	0	Hr	\$ 125.00	\$ -
a CAD	0	Hr	\$ 146.00	\$ -
a Accounting	0	Hr	\$ 92.00	\$ -
a Admin/Project Coordinator	0	Hr	\$ 86.00	\$ -
a Senior Project Manager	0	Hr	\$ 175.00	\$ -
a Project Manager	0	Hr	\$ 162.00	\$ -
a Test & Balance Labor	0	Hr	\$ 141.36	\$ -
1.a LABOR SUBTOTAL				\$ -
2. MATERIAL COSTS				
At Cost	0	Ls	\$ -	\$ -
3. RENTAL EQUIPMENT COSTS				
At Cost		Ls		\$ -
4. EQUIPMENT COSTS				
At Cost	0	Ls	\$ -	\$ -
5. MEALS & LODGING				
At Cost	0	Ls	\$ -	\$ -
6. Mileage				
Published IRS Rates	0	Miles	\$ 0.650	\$ -
2-6 OTHER COSTS SUBTOTAL				\$ -
TOTAL				\$ -

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Meetings may be held virtually due to safety precautions. Please see the agenda for each meeting for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
W	Aug. 3	5:30pm	Parks Commission	Work Plan
TH	Aug. 4	6:00pm	Planning Commission	Public Hearing: Short Term Rentals
M	Aug. 8	5:30pm	City Council	See Agenda
W	Aug. 10	10:00am	Arts Commission	Work Plan Mural Project Crescent Creek Park Wood Sculpture Signage
TH	Aug. 11	2:00pm	City Council Study Session	2022 Active CIP Schedule Update Water System Risk & Resiliency Assessment Update 4 th of July Event Housekeeping Ordinances Advisory Board Appointment Process
TH	Aug. 11	3:00pm	Civil Service Commission	Extension of Sergeants Promotional Roster
TH	Aug. 11	5:00pm	Design Review Board	The Reserve & Chair Election/Bylaw Review
TH	Aug. 18	5:00pm	Planning Commission	Comp Plan Update SS
M	Aug. 22	5:30pm	City Council	CANCELLED
TH	Aug. 25	2:00pm	City Council Study Session	2023 Legislative Agenda Short Term Rentals BoatShop Proposal for Brick House Rates
TH	Aug. 25	5:00pm	Design Review Board	Babich Bailey Netshed
TU	Sept. 6	1:30pm	Hearing Examiner	Olympic Commercial Center
W	Sept. 7	5:30pm	Parks Commission	Work Plan
TH	Sept. 8	12:00pm	Lodging Tax Advisory Committee	Review of 2023 Lodging Tax Grant Applications
TH	Sept. 8	3:00pm	Civil Service Commission	
M	Sept. 12	5:30pm	City Council	Consent: - Planning Commission Appointments New Business - First Reading of Ordinance XXXX Amending Title 17 for Short Term Rentals - Professional Services Contract for Stormwater Manual Update - First Reading and Adoption of Ordinance XXXX Amending Salary Schedule - Professional Services Contract Amendment for 38th Ave Half-Width Roadway Improvements Phase 2 – Sewer Main - Professional Services Contract Amendment for Commercial Fishing Homeport - Professional Services Contract with HBB Landscaping Architects for Crescent Creek Park Master Plan

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

Meetings may be held virtually due to safety precautions. Please see the agenda for each meeting for specific details on how to attend.

W	Sept. 14	10:00am	Arts Commission	
TH	Sept. 15	2:00pm	City Council Study Session	Harbor Hope Center Presentation Senior Center Location 2023-24 Budget Process Overview 2022 Active CIP Schedule Update
TH	Sept. 15	5:00pm	Planning Commission	Chair Election & Bylaw Update
M	Sept. 26	5:30pm	City Council	Consent Agenda: - Appointments to DRB and LTAC Old Business: - Second Reading and Adoption of Ordinance XXXX Amending Title 17 for Short Term Rentals
TH	Sept. 29	2:00pm	City Council Study Session	Stormwater Management and Site Development Manual Update Sister City Discussion Youth Council Discussion
TH	Sept. 29	5:00pm	Planning Commission	
M	Oct. 10	5:30pm	City Council	
TH	Oct. 14	2:00pm	City Council Study Session	2022 Active CIP Schedule Update
M	Oct..17	2:00pm	City Council Study Session	Budget Study Session #1 (Legislative, Non-Governmental, Administration, Finance, I.T., Legal, Police, Planning, and Building)
TU	Oct 18	1:30pm	Hearing Examiner	Babich Bailey Netshed
TU	Oct..18	2:00pm	City Council Study Session	Budget Study Session #2 (Court, Marketing, Parks, Streets, Water, Sewer, and Storm)
M	Oct. 24	5:30pm	City Council	
TH	Oct. 27	2:00pm	City Council Study Session	
M	Nov. 14	5:30pm	City Council	New Business: - Public Hearing on Revenue Sources - Resolution XXXX 2023 Property Tax Levy and Resolution XXXX 2023 Excess Property Tax Levy - Public Hearing: First Reading of Ordinance XXXX Adopting the 2023-24 Budget
TH	Nov. 17	2:00pm	City Council Study Session	
M	Nov. 28	5:30pm	City Council	Old Business: Public Hearing: Second Reading and Adoption of Ordinance XXXX Adopting the 2023-24 Budget
TH	Dec. 1	2:00pm	City Council Study Session	Stormwater Management Action Plan
M	Dec. 12	5:30pm	City Council	
TH	Dec. 15	2:00pm	City Council Study Session	
M	Dec. 26	5:30pm	City Council	CANCELLED

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

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

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