



**Agenda Planning Commission
Gig Harbor Civic Center
Thursday, December 15, 2022 5:30 P.M.**

Planning Commissioners and staff will be participating in this meeting remotely via Zoom. This meeting may be accessed through Zoom at <https://zoom.us/j/95353411299> or by calling (253) 215- 8782 and entering Meeting ID 953 5341 1299. Please see the Public Comment & Decorum section at the end of this agenda for information on options to make public comment.

This meeting may also be viewed live in the Community Rooms at the Civic Center. All participants will be engaging in the meeting via Zoom.

- I. Call to Order/Roll Call:**
- II. Approval of Minutes:** December 1, 2022
- III. Public Comment:**
- IV. Agenda Items:** Urban Forestry Management Program
- V. Other Business:** Next meeting Thursday, January 5, 2023
- VI. Adjournment:**

PUBLIC COMMENT & DECORUM

Commenters will be allotted 3 minutes per individual, unless revised by the Chair. In-person comments shall be made from the microphone, first giving the speaker's name and address. When there are 30 seconds remaining, staff will alert you to summarize your comments. At the end of your comments, staff will notify you it has come to the end of your comment period. Anyone making "out of order" comments may be subject to removal from the meeting.

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

All remarks shall be addressed to the Commission as a body and not to any specific Commissioner. 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 Commissioner, the Chair, or any member of the staff or the public.

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

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



**Minutes for Planning Commission
Thursday, December 1, 2022 5:30 P.M.**

Virtual Meeting

- I. **Call to Order/Roll Call:** Chair Krawczyk called the meeting to order at 5:30 p.m. Commissioners Bradbury, Soltess, Brown and Snodgrass were present. Commissioner Jordan signed on at 5:32pm
City Staff: Principal Planner, Carl de Simas; Community Development Clerk, Jami Hoffman-Perron were present
- II. **Approval of Minutes:** Move to approve minutes for November 17, 2022 (Soltess/Snodgrass) Unanimously approved
- III. **Public Comment:** None
- IV. **Agenda Items:** 2023 Budget Review
- V. **Other Business:** Next meeting Thursday, December 15, 2022. Planning Commission “Get together” Sunday, December 11th at Round Table Pizza. New Commission Appointment. Annual Meeting with City Council.
- VI. **Adjournment:** The meeting adjourned at 6:35pm

Jami Hoffman-Perron

Jami Hoffman-Perron
Community Development Clerk



Staff Memorandum

TO: Planning Commission

FROM: Roxanne Robles, Senior Planner
Planning Division

SUBJECT: Urban Forestry Management Program

DATE: December 15, 2022

Background

The City of Gig Harbor has experienced a tremendous amount of residential growth in the last ten years, meeting 85% of its 2044 urban growth targets for housing (Pierce County Buildable Lands Report Fourth Edition, 11/11/2022); this represents one of the highest rates of housing target completion in Pierce County. However, the development boom has resulted in a 15% increase in hard surface area over the last five years and is associated with a loss in urban tree canopy (Gig Harbor GIS data, 2022). The City recognizes the myriad health and infrastructure benefits of a healthy and diverse urban forest and in early 2022 City Council prioritized *environmental sustainability and preserving Gig Harbor's natural beauty* within the City of Gig Harbor Two-Year Strategic Plan 2022-2023 (Strategic Plan). The Strategic Plan includes a project action to *adopt an urban forest management plan (UFMP) and update tree retention policies*.

In March 2022, planning staff submitted an application (Exhibit A) to the Washington State Department of Natural Resources Community Forestry Assistance Grant for \$39,500 of matching funds to support hiring a consultant to develop the UFMP. The City was selected for the 2022 grant cycle in April 2022, and subsequently conducted interviews with three consultants. The City selected Davey Resource Group to conduct the scope of work (Exhibit B) and executed a contract (Exhibit C) in August 2022.

Urban Forestry Management Plan

The project scope includes the following deliverables:

1. **Program Review:** A technical memorandum will be delivered to include findings, recommendations, and guidance for future urban forestry activities. The findings and

guidance are informed by interviews with internal and external stakeholders and a thorough review of City operations, funding, staffing, guiding documents, plans, policies and procedures.

2. **Land Cover and Planting Assessment:** This deliverable includes sets of GIS information identifying a baseline for the City's urban forest as well as a priority planting analysis that will be added to the City's current mapping platforms. A technical memorandum will summarize this information and provide a report on the ecosystem services provided by the existing urban forest.
3. **Management Metrics:** The consultant will develop key performance indicator metrics to monitor the effectiveness of the UFMP going forward. This deliverable includes recommendations for objectives consistent with City goals, internal efficiencies, cost reductions, limiting liability, and improving coordination among internal and external stakeholders.
4. **Ordinance Review:** The consultant will review existing development code and ordinances consistent with best management practices related to urban forestry. The deliverable will be a set of redline recommendations to improve urban forestry consistent with City goals.
5. **Plan Development:** Deliverables 1 through 4 will be synthesized into a management plan integrating tree management policy with the vision and goals for the City.

Davey has thus far completed the program review (Deliverable 1) and with the land cover and planting assessment (Deliverable 2) and ordinance review (Deliverable 4) currently in progress. Staff will review, and Davey Resource Group will revise, each of the deliverables prior to accepting the deliverable for inclusion in the final UFMP.

Exhibits

Exhibit A	City of Gig Harbor 2022 Washington Community Forestry Assistance Grant Application
Exhibit B	Project Scope: Gig Harbor Urban Forestry Program
Exhibit C	Professional Services Contract Between the City of Gig Harbor and The Davey Tree Expert Company



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): Gig Harbor Urban Forestry Program

Location (City) Gig Harbor Tree City USA ☐ Y ☒ N

Project GIS Coordinates (reference point): 47.32, -122.58

Address and Contact Information for the Organization Applying for the Grant

Applicant/Organization Name: City of Gig Harbor

Applicant/Organization Phone: 253-851-6170 Employer Identification Number: 91-6001435

Mailing Address: 3510 Grandview Street

City Gig Harbor State WA Zip Code 98335

Applicant Contact Person Carl de Simas E-mail Address cdesimas@gigharborwa.gov

Title/Role with Organization Principal Planner Phone number 253-853-7628

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/>): 7

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

The City of Gig Harbor is developing an urban forestry program with a long-term strategy for climate change and risk management in multiple phases. The first phase of program development is to complete the urban forest inventory and assessment, review relative city policy and codes, and develop a plan for the City's Urban Forestry Program.

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

Grant funds requested \$ 39,500

Matching funds provided \$ 54,500

Total project funds \$ 94,000

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

Carl de Simas Principal Planner 3/4/2022
Name and Title of Authorized Representative Date

[Signature] 3/4/2022
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:

Purpose

The City of Gig Harbor (the City) is home to more than 12,000 people and is part of the 'gateway to the Olympic Peninsula'. The City recognizes the aesthetic, social, and ecological value of trees however, the City has not had a program to guide the management and enhancement of its urban forest. The City has experienced a tremendous amount of residential growth in the last ten years, the 2020 Pierce County Buildable Lands Report shows the City meeting 93% of its urban growth targets for housing, one of the highest rates of housing target completion in Pierce County. The City is pleased to see progress toward its urban growth goals in residential capacity however, this development boom has resulted in a 15% increase in hard surface area in the last five years, and an associated loss in urban tree canopy, especially in areas of higher residential density.

Given the myriad health and infrastructural benefits of a healthy and diverse urban forest, the City is committed to maintaining and enhancing these benefits through proper management and the adoption of supportive regulations to preserve and enhance trees on private property. The City wants all its residents and neighborhoods to benefit from the stormwater management, urban cooling, and restorative benefits of urban trees. The City is proposing to use the funding match provided by the DNR's Community Forestry Program to develop and implement an urban forestry program (the Program) in two phases using an Urban Forestry Management Plan (the Plan). The first phase will produce the Plan using the scope outlined below. The City intends to contract with a professional tree consultant (the Consultant) to complete an analysis of the City's existing tree data and pertinent regulations to deliver recommendations and assessments for potential planting areas, urban forestry management, and new regulations, regulatory amendments, or ordinances. Any regulatory adoptions will take place after the contract period to account for appropriate public processes.

The City received guidance from other jurisdictions and a tree consultant from which a rate of \$100 was derived to estimate consultant costs in the attached budget.

The City will implement the Plan in second phase of the Program which would include the creation of a Tree Board to continue to monitor and steward the City's urban forest through the recommendations in the Plan. The City may apply for further funding to support this work depending on outcomes in the first phase.

Scope

Deliverable 1: Program review

The Consultant will engage City staff in kick-off meeting(s) to discuss communication procedures, project expectations, and milestones. In the initial data-gathering stage of the project, the Consultant will review pertinent City data and documents, and interview key staff and stakeholders to understand existing procedures. Based on its findings, the Consultant will provide program recommendations to improve communication and coordination for work within the urban forest. The Consultant will then use available data to develop a tree canopy analysis which will include at minimum urban forest composition, potential impact of pests and diseases, and the compensatory value of the urban forest.

Deliverable 2: Land cover and planting assessment

The Consultant will utilize the tree canopy analysis to develop a baseline assessment of the structure, function, and value of the City's urban forest. The tree canopy analysis will be utilized to identify potential planting areas on both public and private lands. The Consultant will provide the City with a tree canopy report including maps of urban forestry assets and priority planting areas. The Consultant will deliver tree data as a complete GIS dataset to the City at the completion of the project. City staff will present the outcomes of Deliverable 2 to the City Council and update the project website to reflect Consultant findings.

Deliverable 3: Management metrics

Utilizing the tree canopy analysis and baseline assessment, the Consultant will provide metrics for the existing urban forest. The Consultant will provide monitoring methods for how best to advance the City's urban forestry program utilizing existing resources and provide recommendations for alternative, or supplemental, methods or technologies. City staff will present the outcomes of Deliverable 3 to the City Council and update the project website to reflect Consultant findings.

Deliverable 4: Ordinance review and public outreach

The Consultant will review pertinent City code, regulations, and ordinances. The Consultant will provide redline recommendations for code, regulations, and ordinances as well as any new codes, policies, regulations, or ordinances that will advance the City's urban forestry program. City staff will present the outcomes of Deliverable 4 to the Planning Commission. City staff will conduct public outreach to gather feedback on draft Plan components and to inform the final Plan.

Deliverable 5: Plan development

The Consultant will synthesize Deliverables 1 through 4 and develop a comprehensive Plan that will act as a guiding document for the City to manage and enhance its urban forest. The Plan will prioritize urban forestry management actions so that the City can plan and operate accordingly. Any redline recommendations from Deliverable 4 will be included as an appendix for consideration and/or adoption after the contract period.

Timeline

Deliverables	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23
Program review											
Land cover & planting assessment											
Management metrics											
Ordinance review & public outreach											
Plan development											*

***DNR reporting**

Location

Analysis and observations will take place throughout City-owned properties including trees in parks, open spaces, and right of way. GIS-based tree canopy data for private property will be utilized for canopy analysis.

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: Program review

- Task 1.1: Project kickoff meeting
- Task 1.2: Operations review
- Task 1.3: Tree canopy analysis

Deliverable 2: Land cover and planting assessment

- Task 2.1: Develop baseline assessment
- Task 2.2: Priority planting analysis
- Task 2.3: Mapping
- Task 2.4: Tree canopy report and GIS dataset delivery to the City
- Task 2.5: Urban forestry management software build and training
- Task 2.6: City staff presents Deliverable 2 outcomes to City Council

Deliverable 3: Management metrics

- Task 3.1: Develop urban forestry metrics
- Task 3.2: Monitoring methods and recommendations
- Task 3.3: City staff presents Deliverable 3 outcomes to City Council

Deliverable 4: Ordinance review and public outreach

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

Deliverable 5: Plan development

- Task 5.1: Synthesize Deliverables 1-4 and prioritize urban forestry management actions
- Task 5.2: Write the urban forestry management plan and develop associated graphics

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.

Urban Forestry Program Phase II:

- The City intends to develop a comprehensive urban forestry program over two phases, and to fund at least the first phase through the Community Forestry Assistance grant. The first phase will complete the scope of work outlined in sections 1 and 2 of the project description and deliver a final Plan for Program development.
- The second phase will include implementation of the Plan into a cohesive Program and include the development of a Tree Board to provide ongoing stewardship of the Plan and to monitor the City's progress on Plan goals.
- Depending on outcomes in the first phase, the City may or may not apply for further funding to support Plan implementation.

Adopting new technologies:

- The City received guidance from several consultants throughout the grant-writing process and was advised that urban forestry management software would be an important addition to the City's management program. The City's in-house technologists concurred, and this proposal provides for the build of, and staff training in, new urban forestry management software.
- Any urban forestry management software will not replace the City's current use of GIS data for urban forestry management. The Consultant will provide the City with a complete set of GIS data at the completion of the project, in particular data associated with Deliverable 2.

Address equity at every stage of the project:

- Public outreach in Phase II will allow the public to give specific feedback on environmental health and justice in their community through a variety of outreach methods.
- Recommendations for this project will be consultant-driven but the City will ensure an environmental health and justice lens is utilized at every stage of the project. In particular, the City will ensure that the Consultant identifies neighborhoods with high environmental health risks and uses this data in their prioritization of tree planting areas.
- The City has previously considered implementing a system of enforcement and fines for City residents who remove trees without a permit. Enforcement and fines can have a more detrimental effect on those people living at the intersections of societal oppressions (race, gender, class, etc.) and the City will explore alternatives to fines, such as incentives for replanting or other community-based programs, within the urban forestry program.

Build flexibility and adaptability into policies/regulations:

- The City intends for the urban forestry program to be flexible and amended with best practices and science as needed. Consider policies to allow for opinions/reports by outside experts/arborists to support alternative practices or methodologies.

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: Gig Harbor Urban Forestry Program

Applicant/Organization Name: City of Gig Harbor

EXPENSE	Grant Funds	Applicant Match	In-Kind Match	Cash Match	TOTAL PER EXPENSE
Deliverable 1: Program Review					
Task 1.1: Project kickoff					
Meeting(s) to discuss communication procedures, expectations & milestones	\$2,500	\$2,500			\$5,000
Task 1.2 Operations review					
Consultant reviews City data & documents	\$2,000	\$2,000			\$4,000
Interviews with key staff & stakeholders	\$2,000	\$2,000			\$4,000
Consultant provides recommendations for department coordination	\$2,000	\$2,000			\$4,000
Task 1.3 Tree canopy analysis					
GIS assessment of City tree canopy	\$2,500	\$2,500			\$5,000
Consultant drafts tree canopy analysis	\$1,500	\$1,500			\$3,000
Deliverable 2: Land cover and planting assessment					
Task 2.1 Develop baseline assessment					
Consultant develops baseline assessment of City urban forest	\$3,000	\$3,000			\$6,000
Consultant identifies potential planting areas	\$500	\$500			\$1,000
Task 2.2 Priority planting analysis					
Consultant analyzes & prioritizes potential planting areas on both public and private lands	\$500	\$500			\$1,000
Task 2.3 Mapping					
Consultant develops maps of potential planting areas	\$500	\$500			\$1,000
Task 2.4 Tree canopy report					
Consultant compiles tree canopy report	\$4,000	\$4,000			\$8,000
Task 2.5 Urban forestry management software build and training					
Consultant builds out urban forestry management software	\$3,000	\$3,000			\$6,000
Consultant trains relevant staff in urban forestry management software	\$1,000	\$1,000			\$2,000
Task 2.6 City staff presents to City Council					

City staff presents Deliverable 2 outcomes		\$1,000			\$1,000
City staff updates project website		\$1,000			\$1,000
Deliverable 3: Management Metrics					
Task 3.1 Develop urban forestry metrics					
Consultant provides metric for maintenance & enhancement	\$500	\$500			\$1,000
Task 3.2 Monitoring methods and recommendations					
Consultant provides recommendations for ongoing monitoring	\$1,000	\$1,000			\$2,000
Task 3.3 City staff presents to City Council					
City staff presents Deliverable 3 outcomes		\$1,000			\$1,000
City staff updates project website		\$1,000			\$1,000
Deliverable 4: Ordinance Review & Public Outreach					
Task 4.1: Review existing code, regulations, and ordinances					
Consultant reviews code, regulations, ordinances	\$3,000	\$3,000			\$6,000
Task 4.2: Redline recommendations for existing code, regulations, and ordinances					
Consultant provides redline recommendations	\$3,000	\$3,000			\$6,000
Consultant provides recommendations for additional code, regulations, policies, or ordinances	\$1,000	\$1,000			\$2,000
Task 4.3 City staff presents to Planning Commission					
City staff presents redline recommendations		\$1,000			\$1,000
Task 4.4 City staff conducts public outreach					
City staff advertises outreach schedule		\$1,000			\$1,000
City staff conducts outreach (open house & survey)		\$8,000			\$8,000
City analyzes and shares outreach data with Consultant		\$1,000			\$1,000
Deliverable 5: Plan Development					
Task 5.1: Synthesize Deliverables 1-4					
Consultant synthesizes previous deliverables	\$3,000	\$3,000			\$6,000
Task 5.2: Draft Urban Forestry Management Plan					
Consultant develops draft plan	\$3,000	\$3,000			\$6,000
TOTAL PER FUND CATEGORY	Consultant, 395 hours @ \$100/hr = \$39,500	Staff wages & consultant management = \$54,500			\$94,000

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

3/4/2022
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.

City of Gig Harbor

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

Carl E. de Sina

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

3/4/2022

Carl E. de Sina

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

Principal Planner

TITLE OF PERSON SIGNING CERTIFICATE

Pierce, Washington

PRINT COUNTY AND STATE WHERE SIGNED

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

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.

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.

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.

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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Prepared For The City of Gig Harbor

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

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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.

**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 10th
day of August, 2022.

CONSULTANT

DocuSigned by:
By: Amber Kreibers
Its: Regional Operations Manager

CITY OF GIG HARBOR

DocuSigned by:
By: Tracie Markley
Mayor

ATTEST:

DocuSigned by:
Joshua Stecker
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Daniel Kenney
City Attorney



Local Office
18809 10th Ave NE
Shoreline, WA, 98155
206-536-2977

Corporate Headquarters
295 South Water Street
Kent, OH 44240
800-828-8312

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.

7/5/2022

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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.

7/5/2022

Prepared By Davey Resource Group
Prepared For The City of Gig Harbor

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).

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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

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- ☐ 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

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

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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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