AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, May 8, 2023 – 5:30 p.m.
Council Chambers

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

CONSENT AGENDA

1. **City Council Minutes**

   Documents:

   City Council Study Session Minutes - April 20, 2023.pdf
   City Council Minutes - April 24, 2023.pdf

2. **Professional Services Contract for the Gig Harbor Sports Complex Phase 2 & 3 Feasibility Study**

   Documents:

   AGENDA BILL Sports Complex Phase 2 and 3 Feasibility Study.pdf

3. **Professional Services Contract with Transportation Solutions, Inc. (TSI) for Wollochet/SR16 Eastbound Right Turn Lane Design and Permitting**

   Documents:

   AGENDA BILL Wollochet SR16 Eastbound Right Turn Lane Design and Permitting.pdf

4. **Intergovernmental Agreement with the Puyallup Tribe Concerning Conservation Property Match for North Creek**

Salmon Heritage Site Phase 1

Documents:

AGENDA BILL Intergovernmental Agreement with Puyallup Tribe.pdf

5. **Resolution 1275 Adopting Revised City Council Guidelines & Procedures**

   Documents:

   AGENDA BILL Resolution 1275.pdf

6. **Approval of Vouchers**

   Check numbers 100394 through 100492 and ACH Payments are approved in the amount of $824,790.17.

7. **Approval of Payroll for the Month of April**

   Checks #8386 through #8387 and direct deposit transactions in the total amount of $545,909.97.

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

STAFF REPORT

1. **2044 Comprehensive Plan Update Public Outreach Presentation**

   Community Development Director Carl de Simas

   Documents:

   2044 Comprehensive Plan Update.pdf

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

Upcoming City Meetings.pdf
City of Gig Harbor Two-Year Strategic Plan 2022-2023.pdf

ADJOURN

PUBLIC COMMENT & DECORUM

The City Council desires to allow a maximum opportunity for public comment. However, the business of the City must proceed in an orderly, timely manner. The purpose of a Council meeting is to conduct the City's business; it is not a public forum.

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

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

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

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

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, April 20, 2023 – 3:00 p.m.
Community Rooms or Virtual Link

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:02 p.m. Councilmembers Barber, Henderson, Lykins, Martin, Rodenberg, and Woock were present. Councilmember Storset was excused.

DISCUSSION ITEMS:

City Administrator Knutson addressed Council regarding study session scheduling and asked if councilmembers would prefer to keep study sessions twice a month but extend them to 5:30 or add an additional study session each month. Council would prefer to keep them twice a month and extend them to 5:30.

Parks Manager Jennifer Haro addressed Council and asked for guidance on applying for a $2,500 Lu Winsor Environmental Grant for Phase 4 of the North Creek Conservation property. Council was supportive of applying for the grant.

1. **Community Center Presentation –** Gary Parker and Joe Hillyer provided Council with a PowerPoint presentation on their plans for a possible site for a future Community Center and addressed questions.

   Council would like more detailed financial data and would like the city's Finance Director to review the proposal.

2. **Proposed Crescent Creek Annexation –** Public Works Director Jeff Langhelm provided Council with a PowerPoint presentation and addressed questions. He asked for Council guidance on whether to pursue the annexation of all or just some of the right-of-way.

   Council consensus was to annex the entire right-of-way.

3. **Murphy's Landing Marina Dredging –** Public Works Director Jeff Langhelm and Project Engineer Marcos McGraw were present and addressed Council. Also present were Craig Peck and Raelene Rogers of Murphy's Landing Marina. Staff reviewed the permitting options available for the needed dredging and asked for Council guidance.

   Council was supportive of the city re-negotiating the agreement with Murphy's Landing.

   This could potentially require an executive session and staff will consult with the city attorney.

Council took a short break at 4:28pm and returned at 4:34pm.

4. **Updates to the City Council's Guidelines and Procedures –** City Clerk Josh Stecker reviewed the proposed amendments and asked for Council guidance.

   Council was supportive of adding the new Adherence to Guidelines section.

   Council was supportive of adding a public comment period prior to the consent agenda items for consent and non-agenda items, as well as holding a public comment period after each agenda item. Council requested language be added to clarify that the public has 3 minutes to speak per agenda item.

   Council was supportive of combining new and old business into 'Business Items'.

   Council would like an audit of all boards and commissions with a staff memo explaining the residency requirements for each and a table showing the residence status of all current members.

   Council was supportive of adding the new Article 9 regarding purchasing authority with a request to add language regarding direct buying power for the mayor and city administrator.

ADJOURN: The meeting adjourned at 5:15 p.m.

Tiffany Aliment
Assistant City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, April 24, 2023 – 5:30 p.m.
Council Chambers

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

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - March 30, 2023; City Council Minutes - April 10, 2023; City Council Study Session Minutes - April 13, 2023
2. Professional Services Contract with Carollo Engineers, Inc., for Soundview Drive Asbestos-Cement Watermain Replacement Design and Permitting
3. Approval of Vouchers: Check numbers 100271 through 100393 and ACH Payments in the amount of $851,330.95.

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

MAYOR'S REPORT: Mayor Markley reported on state legislative activities, the Pierce County emergency preparedness fair, Parks Appreciation Day, and changes to the city's podcast format.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported on funding for the Wollochet/SR16 interchange improvements, downtown parking issues, the upcoming Comprehensive Plan fair, and the new visitor guides.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Jerry Gamill commented on Scotch Broom.

OLD BUSINESS:

1. **Second Reading and Adoption of Ordinance 1511 Adopting the 2023 Gig Harbor Stormwater Management and Site Development Manual** – Public Works Director Jeff Langhelm and Senior Engineer Dean Zavack presented the ordinance.

MOTION: Move to approve Ordinance 1511 (Rodenberg/Lykins).
VOTE: Unanimously approved

NEW BUSINESS:

1. **Resolution 1274 Recognizing and Accepting the City of Gig Harbor Urban Growth Area Assessment and Guidelines Report** – Community Development Director Carl de Simas introduced the resolution.

MOTION: Move to approve Resolution 1274 (Woock/Barber).
VOTE: Unanimously approved

2. **First Reading and Adoption of Ordinance 1512 Amending the City's Personnel Salary Schedule** – Human Resources Director Shannon Costanti introduced the ordinance.

   MOTION: Move to approve Ordinance 1512 (Henderson/Woock).
   VOTE: Unanimously approved

STAFF REPORT: Finance Director Dave Rodenbach presented the quarterly financial statements and budget report.

COUNCIL REPORTS / COMMENTS: Councilmember Lykins reported on the latest PCRC meeting. Councilmember Woock reported on Pioneer Elementary School receiving a Green Ribbon School award. Councilmember Rodenberg reported on the recent PenMet Parks Senior Center Steering Committee meeting. Councilmember Storset reported on the upcoming Paddler's Cup race.

ADJOURN: The meeting adjourned at 6:26 p.m.

Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: May 8, 2023

SUBJECT: Professional Services Contract for the Gig Harbor Sports Complex Phase 2 & 3 Feasibility Study

SUBMITTED BY: Jennifer Haro, Parks Manager
DEPARTMENT: Public Works **PHONE:** 253-853-8253

SUGGESTED MOTION: Move to authorize the mayor to execute a Professional Services Contract with BCRA for the Sports Complex Phase 2 and 3 Feasibility Study in an amount not to exceed $125,233.00.

BACKGROUND INFORMATION: This feasibility study will include Phases 2 and 3 of the Gig Harbor Sports Complex. Phase 2 of the Sports Complex is for a feasibility study for rehabilitation of the City's existing Peninsula Light Fields, including installation of synthetic turf fields and parking improvements. Phase 3 will include a study of options to install two synthetic turf fields, landscaping, and parking options.

The feasibility study will consider tree retention and stormwater requirements. The scope of the project will include a presentation at a public meeting and a City Council Study Session with three options for each phase. These alternatives will be narrowed to two options and then presented to Public Meeting #2 and City Council Study Session #2. BCRA will provide a preliminary cost estimate for the preferred option of each phase.

FISCAL CONSIDERATION: The General Fund in the 2023-24 Budget provides most of the funds for the project.

Expenditure Required: $125,233.00	Amount Budgeted: $120,000.00	Appropriation Required: $0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with BCRA for the Gig Harbor Sports Complex Phase 2 & 3 Feasibility Study

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

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

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

RECITALS

WHEREAS, the City is presently engaged in Gig Harbor Sports Complex Phase 2 and 3 Feasibility Study and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Twenty-Five Thousand, Two Hundred Thirty-Three Dollars and No Cents ($125,233.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A** and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2024; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:	City of Gig Harbor
ATTN: Ben Dort, P.E.	ATTN: Jennifer Haro
BCRA, INC.	City of Gig Harbor
2106 Pacific Ave., Ste. 300	3510 Grandview Street

Tacoma, WA 98402 Gig Harbor, WA 983335

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

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

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

CONSULTANT

By:_____
Its:_____

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

bcra
bcradesign.com
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

EXHIBIT A
SCOPE OF SERVICES

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PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide site investigations and design consulting services to develop a feasibility study for the Phase 2 and Phase 3 improvements for the Gig Harbor Sports Complex. These improvements will include the following elements:

- Phase 2 - Replacement of three existing grass fields (Peninsula Light Fields) at 10303 McCormick Creek Drive (Pierce County Parcel #0222312013), with synthetic turf all-purpose fields.
- Phase 3 - Two additional lighted synthetic turf fields on two undeveloped parcels (located just east of Phase 2) at 10310 Harbor Hill Drive (Pierce Count Parcel #4002470030 and 0222313074).

The feasibility study will include the following components:

- Consideration of tree retention requirements
- Stormwater analysis / concepts
- Parking concepts
- Grading concepts
- Limited Phase 3 Site Trip and Parking Generation Memorandum
- Consideration of connections to existing trails on adjacent properties
- Geotechnical investigation
- Public outreach/stakeholder input
- Alternatives analysis
    - Conceptual designs
    - Cost estimates
    - Renderings
- Preferred Alternative Development
    - Conceptual design
    - Cost estimate
    - Rendering

SCOPE OF SERVICES

Phase 01 – Project Management

Task L1 – Landscape Architecture

The following activities will be performed:

1. Prepare Project Management Plan (PMP) discussing project goals, risks, communication, and changes.
2. Attend one project kickoff meeting with City of Gig Harbor to review PMP.
3. Prepare subconsultant agreements and manage subconsultants.
4. Monitor and control scope, schedule, and budget.
5. Prepare monthly invoices and progress reports.

Meetings:

- *One Kickoff/PMP review meeting (virtual)*

Assumptions:

- *Project management will occur throughout each phase of the project.*
- *BCRA has budgeted 35 hours for this phase.*

Deliverables:

- *Executed contract (pdf)*

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Tacoma, WA 98402

- *Project Management Plan (PMP) (pdf)*
- *Monthly invoices and progress reports (pdf)*

Phase 02 – Site Investigation and Information Gathering

Task L1 – Landscape Architecture

The following activities will be performed:

1. Visit site to observe existing conditions within the portion of the site related to Phases 2 and 3, including but not limited to the following:
    a. Identification of existing trail connections
    b. Investigation of existing grass fields.
    c. Investigation of the parking lot at the existing grass fields.
2. Coordinate with geotechnical engineer and Critical Areas consultant to identify extent of investigations and review results.
3. Develop visual exhibits documenting site investigation and information gathering findings and land-use planning and site planning related information layers.
4. Attend every other week check-in meetings with Client.

Task C1 – Civil Engineering

The following activities will be performed:

1. Perform site visit to observe existing conditions within the portion of the site related to Phases 2 and 3
2. Review available as-built information and existing site conditions/infrastructure to inform stormwater analysis.

Task LU1 – Land Use Planning

The following activities will be performed:

1. Research and support for compilation of GIS and land-use data needed for the development of base maps of land use exhibits to be used in public meetings.
2. Perform a zoning and code summary outlining the zoning, land use, and municipal code requirements that inform the design alternatives. See Deliverables below for more information.
3. Support public outreach process:
    a. Perform additional required research and develop written content to be incorporated into the materials to be developed for Public Meeting #1.

Task XG1 – Geotechnical Engineering (Kleinfelder)

The following activities will be performed:

1. Site Reconnaissance and Utility Locating: Washington State Law requires that areas of subsurface exploration be marked in white paint prior to utility locates and that utility companies be given a minimum of two business days to mark utilities within the area. We understand the City of Gig Harbor will stake and mark the planned exploration locations at least one week before our field exploration. We will notify the One-Call utility locate service at least three business days prior to excavation. In addition to the public utility locating described above, we will contract with a private utility locating company to perform conductible utility locating services at our proposed exploration locations.
2. Field Exploration - Phase II Peninsula Light Fields Site: We will explore shallow soil conditions (at least four feet deep) in two locations using a subcontracted backhoe. Excavations will be performed and logged under the full-time observation of Kleinfelder staff, who will collect samples from each soil type or unit encountered during the excavation for further examination and testing in our Redmond,

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Washington laboratory. Surface restoration will include tamping the test pits spoils back into the excavation and raking the surface. Sod restoration is not included in our scope of services.

3. Laboratory Testing: Geotechnical laboratory testing will be performed in accordance with ASTM Standards on selected samples. Laboratory tests will be conducted to provide data on the physical characteristics of the subsurface soils to support an infiltration feasibility evaluation and will include natural water content and grain size distribution.
4. Analyses and Geotechnical Report: Based on the results of our site reconnaissance, subsurface exploration, and laboratory testing, we will perform engineering analyses and prepare a geotechnical report that presents the following:
    a. A description of the proposed project.
    b. A site plan drawn to scale showing the approximate exploration locations.
    c. Logs of the explorations.
    d. Laboratory test results.
    e. The geologic setting of the site, impact of the site geologic conditions to the project and potential hazards to the proposed construction as well as means to mitigate such hazards.
    f. A summary of subsurface soil and groundwater conditions as observed during fieldwork; and
    g. An assessment of infiltration feasibility.
5. Meetings and Project Management: We anticipate providing a total of four hours of engineer and project manager time for emails, telephone calls, meetings and consultation with BCRA and the City, coordination and discussion with other consultants, and project management.

Task XT1 – Phase 3 Traffic and Parking Generation Memorandum (PH Consulting)

The following activities will be performed:

1. Trip generation memorandum will be prepared for Phase 3 site related use only. Memorandum will reference previous Harbor Hill Business Park TIA and document consistency of trips generated by Phase with originally assigned trips for corresponding LOT.
2. Parking Generation analysis will be prepared for new Phase 3 Site related uses only. No existing parking, utilization, capacity, or demand analyses will be performed with this effort.

Task XW1 – Critical Areas Review (Grette Associates)

The following activities will be performed:

1. Grette will visit the Phase 3 project site and perform a reconnaissance for the presence of wetlands. If wetlands are found, they will be visually evaluated in accordance with the U.S. Army Corps of Engineers (USACE) Federal Wetland Delineation Manual (1987), the USACE's Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) (2010), and Chapter 18.08 of the Gig Harbor Municipal Code (GHMC). In addition, the areas within 300 feet surrounding the project sites will be visually investigated for the presence of wetlands. All identified wetlands will be evaluated and rated using Ecology's Wetland Rating System for Western Washington- 2014 Update (Hruby 2014).
2. Grette Associates will also perform an assessment to identify any features that would be classified as a natural water according to WAC 222-16-030 and Chapter 18.08 of the GHMC.
3. Upon completion of the field efforts, Grette will prepare a technical memorandum summarizing the site investigations. This memo will also include classifications and buffer requirements to be used in support of BCRA's Alternatives Analysis.

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Meetings:

- *Bi-weekly client check-in meetings*

Assumptions:

- *BCRA has included 98 hours for their portion of the scope of work for this phase.*
- *Provision of right of entry and unrestricted access to Phase 2 locations for explorations and as necessary will be dependent upon coordination with GH Little League.*
- *Site exploration work can be performed during regular business hours Monday through Friday, but Saturday and Sunday work is permissible.*
- *Portions of the site are not fully accessible to a track-mounted excavator without disturbance and some tree damage; permits are not required.*
- *Explorations will be backfilled with excavated material. Excess material will be scattered and remain on site. Surface restoration is not included in our services.*
- *Penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. Although Kleinfelder will make all reasonable effort to avoid damage to utilities, services rendered by Kleinfelder to repair them will be billed at cost.*
- *The proposed geotechnical investigation described herein specifically excludes the assessment of environmental characteristics, particularly those involving hazardous and/or toxic substances. In the event that obviously suspicious subsurface materials are encountered visually or by odor in the field during the geotechnical explorations, we will immediately terminate the explorations and notify BCRA regarding the situation.*
- *Infiltration testing is not included in our scope of services.*
- *Task XW1 by Grette Associates does not include formal wetland delineations or ordinary high-water mark determinations. This task also assumes that Grette will be provided any historical design and regulatory information regarding the existing stormwater pond that is west of the YMCA facility. The technical memo prepared is limited to the Phase 3 site investigations.*
- *Trip generation memorandum by PH Consulting will not consider any other traffic analysis elements or other related sites trips. No site visits will be required for trip generation memorandum. Most closely related standard ITE Trip Generation Rate will be used to determine Phase 3 site trip generation.*
- *Landscape architect will attend every other week Client check-in meetings.*

Deliverables:

- *Critical Areas Technical Memorandum*
- *Draft and Final Geotechnical Engineering Report (pdf)*
- *Zoning / Land Use Summary*
- *Existing Conditions Site / Land Use Exhibits (for use in Phase 03), depicting the following information:*
    - *Existing Site Conditions*
    - *Site Opportunities and Constraints Diagram*
- *Trip Generation Memorandum (draft and final)*

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Phase 03 – Alternatives Analysis

Task L1 – Landscape Architecture

The following activities will be performed:

1. Coordinate with Client on logistics and coordination of Public Meeting #1 including:
    a. Establish invitee/stakeholder list.
    b. Establish meeting format and visual exhibits to be presented.
    c. Develop agenda.
    d. Work with Client to solicit feedback on desired sports field program elements from stakeholders.
2. Develop three feasibility-level sports field design alternatives to be used as visual exhibits in Public Meetings and City Council Study Sessions.
3. Coordinate with City and Planning Division Staff on the development of design alternatives prior to Public Meeting #1.
4. Coordinate with team members (civil engineers, geotechnical engineers, critical areas consultants, land use planners, traffic consultant) on the development of visual exhibits to support development of design alternatives.
5. Attend Public Meeting #1 to present alternatives and gather input on programming elements and vision.
6. Attend first City Council Study Session workshop/charette to report on findings from Public Meeting #1 and select two alternatives to move forward with.
7. Perform one round of revisions to each of the remaining two alternatives.
8. Coordinate with City and Planning Division Staff on the development of design alternatives prior to Public Meeting #2.
9. Attend Public Meeting #2 to present two design alternatives for public / stakeholder comment.
10. Perform one round of revisions to each of the remaining two alternatives.
11. Attend second City Council Study Session workshop/charette to present two design alternatives to City Council.
12. Recommend a preferred alternative to City Council and Client.
13. Attend every other week check-in meetings with Client.

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare exhibits for each of the two design alternatives, including:
    a. Preliminary parking lot layout
    b. Preliminary grading design
    c. Preliminary stormwater and utility layout
2. Coordinate with team members to support development of design alternatives.
3. Attend two public meetings, scope of these meetings as defined in Task L1 of this phase.
4. Update alternatives based on comments received from City of Gig Harbor staff, City Council, and public meetings. Two rounds of revisions are assumed.
5. Attend every other week check-in meetings with Client.

Task LU1 – Land Use Planning

The following activities will be performed:

1. Research and coordination with the design team to identify land-use-related factors, and constraints, opportunities, and additional code research and interpretation of design standards associated with the development of each of the three design alternatives in Phase 03.
2. Support public outreach process:

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a. Develop written content to be incorporated into the materials to be developed for the first City Council Study Session, Public Meeting #2, and City Council Meeting.

Task XW1 – Critical Areas Review (Grette Associates)

The following activities will be performed:

1. If requested, Grette will prepare a feasibility technical memorandum in support of BCRA's Alternatives Analysis. This memo will largely summarize the mitigation sequencing process to determine which proposed alternatives would require mitigation as well as the standard buffer modification process allowed under Chapter 18.08 of the GHMC.

Task XO1 – Cost Estimating (Bill Acker)

1. Prepare initial cost report with costs for each of the two design alternatives.

Meetings:

- *Weekly check-in meetings with Client*
- *Public Meeting #1*
- *City Council Study Session #1*
- *Public Meeting #2*
- *City Council Study Session #2*

Assumptions:

- *BCRA has included 303 hours for their portion of the scope of work for this phase.*
- *Initial cost reports will cover two different site layout and scope Options. Initial cost reports will have costs broken out between Phases 2 and 3, and a stated savings that could be incurred if both Phases were done under the same contract at the same time.*
- *Conceptual Field Design will depict Phases 2 and 3 on a single 30 x 42 layout. Sports field designs will be depicted as a plan view rendering and will contain additional annotation and information (See Phase 05 for more information).*
- *The memorandum described in Task XW1 by Grette Associates assumes Grette will be provided the summaries of the previous critical area investigations associated with Phase 2. This memo is intended to be used for feasibility purposes and would not include demonstrating how a proposed project design(s) would adhere to those requirements defined in Chapter 18.08 of the GHMC.*
- *Landscape architects and civil engineers will attend every other week Client check-in meetings for Phase 03.*
- *Storm design and analysis for Phase 2 improvements will be limited to conveyance design and analysis only as the improvements in this area are assumed to be within the assumptions made during the development of the regional stormwater facility that serves this area.*

Deliverables:

- *Conceptual Field Design - Three alternatives @ Public Meeting #1, two revised alternatives @ Public Meeting #2*
- *Stormwater Analyses / Grading / Parking Design – Two Alternatives*
- *Initial Cost report – Two Design Alternatives*
- *Critical Areas Technical Memorandum to support design alternatives (if requested)*

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Phase 04 – Preferred Alternative Development

Task L1 – Landscape Architecture

The following activities will be performed:

1. One round of revisions and further development of the preferred alternative presented to and approved by the City Council, Client, and Planning Division Staff.
2. Coordination with team members (civil engineers, geotechnical engineers, critical areas consultants, land use planners, traffic consultant, and cost estimator) to support refinement of preferred alternative.
3. Coordinate with City and Planning Division Staff on the development of preferred alternative prior to Public Meeting #3.
4. Attendance at Public Meeting #3 to present preferred alternative for public / stakeholder comment.
5. Develop Final Feasibility Design Package documenting the feasibility process, design alternative process and outcomes, and preferred alternative design, as well as all subconsultant reports and memos included as appendices.
6. Attend every other week check-in meetings with Client.

Task C1 – Civil Engineering

The following activities will be performed:

1. Refine concept layouts for the preferred alternative, as determined in Phase 03, including:
    a. Preliminary parking lot layout
    b. Preliminary grading design
    c. Preliminary stormwater and utility layout
2. Coordinate with team members to support development of preferred alternative.
3. Attend Public Meeting #3 to present preferred alternative.
4. Attend every other week check-in meetings with Client.

Task LU1 – Land Use Planning

The following activities will be performed:

1. Support research and coordination with the design team associated with the further development of the preferred alternative.
2. Support public outreach process:
   Develop written content to be incorporated into the materials to be developed for Public Meeting #3.

Task XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare one follow-up cost report for the preferred alternative chosen from the Initial cost report.

Meetings:

- *Weekly Client check in meetings*
- *Public Meeting #3*

Assumptions:

- *BCRA has included 147 hours for their portion of the scope of work for this phase.*
- *Follow-Up cost report will provide a more detailed estimate of the most favored Option chosen from the Initial cost report. Follow Up cost report will have costs broken out between Phases 2 and 3, and a stated savings that could be incurred if both Phases were done under the same contract at the same time.*

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- *Preferred Alternative Field Design will depict Phases 2 and 3 on a single 30 x 42 layout. Sports field designs will be depicted as a plan view rendering and will contain additional annotation and information (See Phase 05 for more information).*
- *Public meeting #3 will be informational only. Public comments will be recorded, but no changes to the preferred alternative design will be made based on public comments.*
- *Landscape architects and civil engineers will attend every other week Client check-in meetings for Phase 04.*

Deliverables:

- *Preferred Alternative Field Design and Narrative*
- *Preferred Alternative Stormwater / Grading / Parking Design*
- *Preferred Alternative Cost Report*
- *Final Feasibility Study Design Package*

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Phase 05 – Renderings

Task L1 – Landscape Architecture

1. Development of three plan view renderings (one per design alternative) for the City's use in public outreach / stakeholder input / public meetings.
2. Two rounds of revisions to two plan view renderings:
   a. One round of revisions after Public Meeting #1 and the first City Council Study Session
   b. One round of revisions after Public Meeting #2
3. One higher quality preferred alternative rendering after the second City Council Study Session.

Meetings:

- *None anticipated.*

Assumptions:

- *BCRA has included 74 hours for this phase.*
- *The three Alternative Analysis Renderings will be of a sufficient level of detail to visually depict the overall design intent and conceptual layout for the fields and parking concepts, and will be overlaid onto an aerial photograph, and depicted in color in an illustrative style. BCRA has budgeted 36 hours for the initial development of these three renderings, and 19 hours for two rounds of revisions to two of the three renderings.*
- *The rendering of the Preferred Alternative in Phase 04 will include illustrative enhancements that depict a higher level of detail than those in Phase 03, including, but not limited to, textures of ground plane materials, representations of vehicles in the parking lots and associated vehicular areas of the proposed site design, field striping, proposed landscaping and trees, and any accessory structures, buildings and fencing, if applicable. The intent of the rendering of the Preferred Alternative will be to depict the refinements to the Preferred Alternative developed throughout Phase 04. BCRA has budgeted 19 hours for the Preferred Alternative rendering.*

Deliverables:

- *Three Alternative Analysis Renderings (one Plan View Rendering for each of three concepts, two rounds of revisions to two of the three concepts)*
- *One Preferred Alternative Rendering (One Plan View Rendering, one round of revisions)*

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PROJECT ASSUMPTIONS

- *BCRA's scope includes services for Landscape Architecture, Civil Engineering, Land Use Planning, Geotechnical Engineering (Kleinfelder), Cost Estimating (Bill Acker), Critical Areas (Grette), Traffic (PH Consulting).*
- *Client meetings will be conducted via teleconference and electronic visuals.*
- *Public Meetings, City Council Study Sessions, And City Council Meetings will be conducted in-person.*
- *BCRA will not be present at Parks Commission Meetings.*
- *Deliverables will be sent to Client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses at cost plus 10% and will be sent only upon client's request.*
- *Physical exhibits to be presented in Public Meetings will be printed as hard copies and mounted on foam core, and will be billed as reimbursable expenses at cost plus 10%.*
- *Additional items not identified in the Scope of Services herein, including but not limited to additional submittals or additional design alternatives beyond the three design alternatives (one of which will become the preferred alternative) are considered additional services. Written notice will be given to the Client and approval obtained prior to work being done.*
- *The following are not anticipated or included:*
    - *Local, County, State, or federal level permitting.*
    - *Preparation of documents and presentations to governmental agencies including but not limited to: landmarks commissions, zoning boards, boards of standards and appeals, local planning boards, except for those specifically noted in the Scope of Services (specifically, the City Council and Parks Commission).*
    - *LEED or Sustainable Sites Initiative documentation or design to meet specific requirements outside of local municipal code.*
    - *Preparation of documents and drawings for the jurisdiction Health Department*
- *Client will provide any market and demographic analysis.*
- *Time is not included for value engineering and other Client requested document revisions beyond final Preferred Alternative approval, aside from those specifically noted in the Scope of Services.*

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FEASIBILITY STUDY PROCESS SUMMARY

Below is a proposed summary of the feasibility study process and key milestones.

1. **BCRA obtains signed contract.**
2. BCRA and client work together to establish list of stakeholders.
3. With BCRA support, Client solicits feedback from stakeholders (through email or other means) for desired sports field programming elements.
4. Use information obtained from stakeholders to develop (3) preliminary alternatives. At this point, each alternative will contain minimal site/grading design development, and will be focused more on field footprints and orientation, and general parking location and size. (2) of the (3) alternatives will be similar in grading approach.
5. Client presents 3 preliminary alternatives to Parks Commission.
6. **Public Meeting #1 Occurs.** Present three alternatives and gather additional feedback from attendees.
7. **City Council Study Session #1 Occurs.** Reports on results of Public Meeting #1, and present alternatives. Communicate to Council that the goal of this study session is to narrow down to two alternatives, and obtain feedback on what changes to make to the two remaining alternatives.
8. BCRA eliminates least desirable alternative and makes one round of revisions to the two remaining alternatives based on public, council feedback. At this point, grading, the site, field, and parking design is refined and developed to a higher level of detail.
9. Engage cost estimator and provide preliminary cost estimates for two remaining alternatives.
10. **Public Meeting #2 Occurs.** Present two refined alternatives, gather additional feedback from attendees.
11. Client presents two refined alternatives and results of Public Meeting #2 to Parks Commission.
12. BCRA makes one round of revisions to two remaining alternatives. At this point the revisions will be limited to minor changes based on feedback from Parks Commission and stakeholders.
13. **City Council Study Session #2 Occurs.** Present two developed alternatives, recommending one of these to be the preferred alternative and requesting approval from Council to move forward with final revisions to the proposed preferred alternative.
14. BCRA makes one round of revisions to the preferred alternative. At this point the revisions will be limited to minor changes based on feedback from the city council.
15. BCRA provides cost estimate for preferred alternative.

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16. Public Meeting #3 Occurs. Present final refined preferred alternative to public, and record public comments. Meeting is Informational only. No revisions to preferred alternative occur after this meeting.

17. Client presents final refined alternative and public comments from Public Meeting #3 to Parks Commission.

18. Final adoption of Feasibility study by city council at City Council Meeting.

19. BCRA delivers complete Feasibility Study Package to client.

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SCHEDULE SUMMARY

This proposed schedule is organized around these regularly scheduled City Council and Parks Commission meetings, as indicated on the City of Gig Harbor website. Coordination between BCRA and the City of Gig Harbor will be necessary in order to maintain the schedule and meet the dates shown:

The City Council meets on the second and fourth Monday of each month at 5:30 p.m.

City Council Study Sessions are typically held at 2:00 p.m. on the Thursdays immediately following the regular Monday meetings.

The Parks Commission meets at 5:30 p.m. on the first Wednesday of each month.

Milestone	Date
Notice to Proceed	5/15/23
Client Presents to Parks Commission	Wed. 6/7/23
Public Meeting #1	Wed. 6/14/23
City Council Study Session #1	Thurs. 6/29/23
Client Presents to Parks Commission	Wed 7/5/23
Public Meeting #2	Wed 7/12/23
City Council Study Session #2	Thurs 7/27/23
Client Presents to Parks Commission	Wed 8/2/23
Public Meeting #3	Wed 8/16/23
Client Presents to Parks Commission	Wed 9/4/23
Final Adoption of Feasibility Study at City Council Meeting	Mon 9/11/23

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EXHIBIT B
FEES

Phase	BCRA			Kleinfelder	Bill Acker	PH Consulting	Grette	Total
	Landscape Architecture	Civil Engineering	Land Use Planning	Geotech. Engineering	Cost Estimating	Transpo. Design	Critical Areas	
01 Project Management	$ 5,550	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,550
02 Site Investigation and Information Gathering	$ 7,170	$ 2,960	$ 4,160	$ 7,348	$ -	$ 7,151	$ 4,233	$ 33,021
03 Alternative Analysis	$ 21,210	$ 19,670	$ 1,060	$ -	$ 7,088		$ 2,455	$ 51,482
04 Preferred Alternative Development	$ 10,450	$ 9,180	$ 340	$ -	$ 5,670		$ -	$ 25,640
05 Renderings	$ 8,540	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,540
Subtotal	**$ 52,920**	**$ 31,810**	**$ 5,560**	**$ 7,348**	**$ 12,758**	**$ 7,151**	**$ 6,687**	**$ 124,233**
Reimbursable / Direct Expenses	$ 1,000							$ 1,000
Total								**$ 125,233**

All fees above are hourly.

Subconsultant fees are shown at cost plus 5%.

Reimbursable/ direct expenses cover costs for the ordinary production of the work, including normal printing and single-day travel and mileage expenses. Reimbursable expenses will be billed at cost plus 10%.

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Prime Consultant Cost Computations

Project: Gig Harbor Sports Complex Phase 2&3 Feasibility Study
Date: 04/27/23
Project No.: 23027.00.00
Prepared By: EJS

BILLING RATES:

	Principal	Project Manager	Civil Engineer	Civil Eng. Designer	Civil Eng. Technician	Entitle. Specialist	Land Use Planner	Land. Arch. Designer	Project Admin	Billing Specialist
Staff Initials	*BD*	*ES*	*AC*	*MB*	*RB*	*MH*	*GR*	*MT*	*AP*	*SW*
Billing Rate	**$220.00**	**$150.00**	**$180.00**	**$130.00**	**$130.00**	**$170.00**	**$190.00**	**$110.00**	**$115.00**	**$135.00**

LABOR:

	Phase/Task	Principal	Project Manager	Civil Engineer	Civil Eng. Designer	Civil Eng. Technician	Entitle. Specialist	Land Use Planner	Land. Arch. Designer	Project Admin	Billing Specialist	Hours	Cost
	Staff Initials	*BD*	*ES*	*AC*	*MB*	*RB*	*MH*	*GR*	*MT*	*AP*	*SW*		
01	**PROJECT MANAGEMENT**												
L1	Project Management	0	32	0	0	0	0	0	0	3	3	38	**$ 5,550.00**
											PH 01 Total	**38**	**$ 5,550.00**
02	**SITE INVESTIGATION**												
L1	Landscape Architecture	0	28	0	0	0	0	0	27	0	0	55	**$ 7,170.00**
C1	Civil Engineering	1	0	8	10	0	0	0	0	0	0	19	**$ 2,960.00**
LU1	Land Use Planning	0	0	0	0	0	20	4	0	0	0	24	**$ 4,160.00**
											PH 02 Total	**55**	**$ 14,290.00**
03	**ALTERNATIVES ANALYSIS**												
L1	Landscape Architecture	0	71	0	0	0	0	0	96	0	0	167	**$ 21,210.00**
C1	Civil Engineering	8	0	41	55	26	0	0	0	0	0	130	**$ 19,670.00**
LU1	Land Use Planning	0	0	0	0	0	4	2	0	0	0	6	**$ 1,060.00**
											PH 03 Total	**167**	**$ 41,940.00**
04	**PREFERRED ALTERNATIVE DEVELOPMENT**												
L1	Landscape Architecture	0	33	0	0	0	0	0	50	0	0	83	**$ 10,450.00**
C1	Civil Engineering	3	0	17	28	14	0	0	0	0	0	62	**$ 9,180.00**
LU1	Land Use Planning	0	0	0	0	0	2	0	0	0	0	2	**$ 340.00**
											PH 04 Total	**145**	**$ 19,970.00**
05	**RENDERINGS**												
L1	Landscape Architecture	0	10	0	0	0	0	0	64	0	0	74	**$ 8,540.00**
											PH 05 Total	**74**	**$ 8,540.00**
	Total Hours	**12**	**174**	**66**	**93**	**40**	**26**	**6**	**237**	**3**	**3**	**660**	
	Total Cost	**$ 2,640.00**	**$ 26,100.00**	**$ 11,880.00**	**$ 12,090.00**	**$ 5,200.00**	**$ 4,420.00**	**$ 1,140.00**	**$ 26,070.00**	**$ 345.00**	**$ 405.00**		**$ 90,290.00**

SUBCONSULTANTS:

Firm	Cost
Kleinfelder	$ 7,348.00
Grette	$ 6,687.00
Bill Acker	$ 12,758.00
PH Consulting	$ 7,151.00

TOTALS:

Total Prime Consultant	$ 90,290.00
Total Subconsultants	$ 33,944.00
Total Reimbursable Expenses	$ 1,000.00
TOTAL FEE ESTIMATE	**$ 125,233.00**

TABLE A

COST ESTIMATE

19-Apr-23

KLEINFELDER LABOR:

	PERSONNEL & LABOR RATES							
TASK DESCRIPTION	Senior PM $245.00	Principal Engineer $210.00	Project Engineer $182.00	Professional $118.00	Senior CAD Designer $146.00	Project Admin. $133.00	TOTAL HOURS	TOTAL AMOUNT
Task 1: Site Reconnaissanced and Utility Locating	1					1	2	$378
Task 2: Field Exploration / Logs	1		0.5	8	1		10.5	$1,426
Task 3: Laboratory Testing			0.5				0.5	$91
Task 4: Geotechnical Feasibility Memo	1		1	4	1	1	8	$1,178
Task 5: Meetings and Project Management	2					2	4	$756
							0	$0
							0	$0
TOTAL LABOR:	5	0	2	12	2	4	25	**$3,829**

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Water Content	8	$20	$160
Grain Size Distribution	6	$165	$990
Percent Fines	0	$90	$0
Modified Proctor	0	$245	$0
California Bearing Ratio	0	$650	$0
Organic Content	0	$30	$0
LABORATORY TOTAL:			**$1,150**

ESTIMATED DIRECT EXPENSES:

Mileage (140 miles RT@ 1 trip, $0.62/mile)	$87
Tolls	$7
Field Sampling Equipment	$0
Location and Excavator Subs - Test Pits	$1,925
Laboratory Testing (detail to left)	$1,150
TOTAL DIRECT EXPENSES:	**$3,169**

PROJECT TOTALS AND SUMMARY:

Kleinfelder Labor	$3,829
Direct Expenses	$3,169
ESTIMATED PROJECT TOTAL:	**$6,998**

Conditions/Assumptions:

Refer to proposal dated April 19, 2023, for additional information.

Eric Streeby

From: Chad Wallin <ChadW@gretteassociates.com>
Sent: Thursday, April 27, 2023 12:15 PM
To: Eric Streeby
Subject: RE: GH Sports Complex Phase 2 & 3 Feasibility Study - Scope / Fee Reduction

No problem Eric.

Please note it appears we had our milage in the wrong cell in our calculator. The total reflects the correction which reduced Task 1's budget slightly. .

Task 1: Site Investigations
Scott Maharry (Ass. Scientist; $232.00), 1 hr.: Total $232.00
Chad Wallin (Bio. 4; $168.00), 22 hrs.: Total $3,696.00
Megan Sauer (Admin.; $90.00), 1 hr.: Total $90.00
Mileage ($0.65), 20 miles: Total $12.50
Task Total: $4,030.50

Task 2: Alternatives Analysis
Scott Maharry (Ass. Scientist; $232.00), 1 hr.: Total $232.00
Chad Wallin (Bio. 4; $168.00), 12 hrs.: Total $2,016.00
Megan Sauer (Admin.; $90.00), 1 hr.: Total $90.00
Task Total: $2,338.00

Chad Wallin
Biologist
GRETTE ASSOCIATESLLC
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Gig Harbor, WA 98335
253-573-9300 Phone 253-573-9321 Fax
www.gretteassociates.com

Notice: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you

WE'VE MOVED!! Effective April 1st, 2023, our new address is 2709 Jahn Ave NW, STE H5, Gig Harbor, WA 98335-7999

From: Eric Streeby <estreeby@bcradesign.com>
Sent: Thursday, April 27, 2023 11:32 AM
To: Chad Wallin <ChadW@gretteassociates.com>
Subject: RE: GH Sports Complex Phase 2 & 3 Feasibility Study - Scope / Fee Reduction
Importance: High

Hi Chad,

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

April 14, 2023

BCRA
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Dear Eric Streeby:

Thank you for considering the use of my estimating services to provide conceptual cost reports for upcoming Phases 2 and 3 of the new Gig Harbor Sports Complex.

From my understanding, there would an Initial cost report that covers two different site layout and scope Options. A Follow-Up cost report would provide a more detailed estimate of the most favored Option chosen from the Initial cost report. In both cases, the reports would have costs broken out between Phases 2 and 3, and a stated savings that could be incurred if both Phases were done under the same contract at the same time.

Based on the above, I am proposing the following estimating fees:

Initial Task with two Options, broken out by Phases, 50 hours x $135/hour = $6,750.

Follow-Up Task with a more detailed Option & Phase breakout, 40 hrs x $135/hr = $5,400.

This adds up to $12,150 for the estimating of both tasks. The updated proposal is still being submitted on an hourly not-to-exceed basis, but with more streamlined details and narratives. Should Value Engineering be requested after either estimate is completed, that would be considered an additional fee.

I 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

Gig Harbor Sports Complex Phases 2 3 Project
Fee Estimate Summary

PH Consulting Staff Category	Hours	Rate	Cost
Principal	16	$ 245.00	$ 3,920.00
Senior Traffic Engineer	0	$ 210.00	$ -
Project Engineer	15	$ 185.00	$ 2,775.00
CAD Designer II	0	$ 130.00	$ -
Associate Engineer	0	$ 150.00	$ -
Office Administrator	1	$ 115.00	$ 115.00
Total Hours	32		$ 6,810.00

Direct Salary Cost					**$ 6,810.00**
Direct Expenses	**Unit**	**Cost**	Total		
Traffic Counts	1	$ -	$ -		
Reproduction Costs					
Full Sized Copies (Bond)	1	$ -	$ -		
Reprographics	1	$ -	$ -		
Travel (Airfare, Hotel)	1	$ -	$ -		
Other Expenses (Blueline)	1	$ -	$ -		
2023 Mileage Rates	1	$0.655/Mi	$ -		
Sub-Total Direct Expenses					**$ -**
Subconsultants					
			$ -		
			$ -		
			$ -		
Sub-Total Subconsultants					**$ -**
Sub-Total Project Fee Estimate					**$ 6,810.00**
Total Fee					**$ 6,810.00**

Gig Harbor Sports Complex Phases 2 3 Project
Task Hour Breakdown

Task No.	Task Description	Principal	Senior Traffic Engineer	Project Engineer	CAD Designer II	Associate Engineer	Office Administrator	Sub-consultants	Total
	Hourly Rate	$ 245.00	$ 210.00	$ 185.00	$ 130.00	$ 150.00	$ 115.00		
1.0	**Phase 02 Site Investigation (3 Months)**								
1.1	Data Collection & Analysis	2		4					6
1.2	ITE Trip Generation Analysis	8		4					12
1.3	ITE Parking Generation Analysis	2		4					
1.4	Project Team Meetings (1 Meeting)	1		1			1		3
1.5	Internal Project Coordination	2		2					4
	Phase 2.0 Total Hours	15	0	15	0	0	1		25
	Subtotal Task 2.0	$ 3,675.00	$ -	$ 2,775.00	$ -	$ -	$ 115.00	$ -	$ 6,565.00
	PH TOTAL HOURS	**16**	**0**	**15**	**0**	**0**	**1**		**25**
	TOTAL ALL TASKS	**$ 3,920.00**	**$ -**	**$ 2,775.00**	**$ -**	**$ -**	**$ 115.00**	**$ -**	**$ 6,810.00**

PH Consulting LLC
Summary of Direct Labor Costs
Effective January 1, 2023-December 31, 2023

Job Classifications	Maximum Billing Rate
Principal	$ 245.00
Sr Project Manager	$ 235.00
Project Manager	$ 225.00
Quality Manager	$ 235.00
Senior Traffic Engineer	$ 210.00
Project Engineer	$ 185.00
Associate Engineer	$ 150.00
Assistant Transportation Engineer	$ 140.00
Engineering Intern	$ 100.00
CAD Designer III	$ 150.00
CAD Designer II	$ 130.00
CAD Designer I	$ 115.00
Office Administrator	$ 115.00
Office Assistant	$ 105.00

Direct non-salary costs will be billed at actual costs.
Direct Mileage will be billed at current approved IRS mileage rate.

PH CONSULTING
Balanced Transportation Solutions

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: May 8, 2023

SUBJECT: Professional Services Contract with Transportation Solutions, Inc. (TSI) for Wollochet/SR16 Eastbound Right Turn Lane Design and Permitting

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

SUGGESTED MOTION: Move to authorize the mayor to execute a professional services contract with Transportation Solutions, Inc. (TSI) for the design and permitting of dedicated turn lanes in an amount not to exceed $499,912.00.

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BACKGROUND INFORMATION: The City's 2023-24 budget provides for construction of a right turn lane at the signalized intersection of SR16 eastbound off-ramp and Wollochet Drive. This professional services contract consists of design and permitting (as needed), and coordination with WSDOT to construct the right turn lane.

FISCAL CONSIDERATION: The contract costs are higher than the budgeted amount because at the time this project was proposed for the current City budget the anticipated project scope was limited to restriping the existing paved areas and adjustments to the existing signal system.

This project is wholly located within the limited access right-of-way managed by the Department of Transportation (WSDOT); therefore, the project needs to be designed in accordance with processes and standards required by WSDOT. These processes generally consist of design reviews by several groups within WSDOT, and the standards generally dictate lane widths, shoulder widths, roadway materials, reducing or mitigating impacts to sensitive areas, and pedestrian accommodations.

The project is included in the 2023-24 Budget, under the Street Capital Fund as objective 7 "Wollochet Dr/SR-16 Eastbound Off-ramp Right Turn Lane." The current State Legislative budget allocates $1.68 million for the two City projects related to the city capital improvement projects at the Wollochet Drive interchange with SR16. A portion of the anticipated State funds will be applied to the construction of this project. A budget summary is shown in the table below:

2023-24 Budget Project Funding:	
City – Design, Permitting, & WSDOT review	$160,000.00
City – Construction (Contract/Testing/Change Order Authority)	$340,000.00
Total 2023-24 Budget:	**$500,000.00**
Total Project Expenses:	
Professional Services Contract for Design – TSI	($499,912.00)
Available 2023-24 Budget (not including anticipated State Funding):	**$88.00**

Expenditure Required: $499,912.00	Amount Budgeted: $500.000.00	Appropriation Required: $0.00

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with Transportation Solutions, Inc. (TSI) for Wollochet/SR16 Eastbound Right Turn Lane Design and Permitting

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

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF GIG HARBOR AND TRANSPORTATION SOLUTIONS, INC.

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

RECITALS

WHEREAS, the City is presently engaged in WOLLOCHET DR / SR 16 EASTBOUND OFF RAMP IMPROVMENTS PROJECT and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Hundred Ninety-Nine Thousand, Nine Hundred Twelve Dollars and No Cents ($499,912.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2024; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

performed for the City.

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

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

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

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

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

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

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

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

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

11. Records.

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

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

"public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: VICTOR SALEMAN
8250 165TH AVE NE, STE 100
REDMOND, WA 98052

City of Gig Harbor
ATTN: MARCOS MCGRAW
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

By:_____
Its:_____

CITY OF GIG HARBOR

By:_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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City of Gig Harbor – Design Consultant Services **4/26/2023**

Exhibit A-1

Scope of Services
Wollochet Dr/SR 16 Eastbound Off Ramp Improvements Project
Design Development Services

Transportation Solutions, Inc.

TASK DESCRIPTION

A - Project Description

Transportation Solutions Inc. (CONSULTANT) shall provide design assistance to the City of Gig Harbor (CITY) to facilitate improvement of the Wollochet Dr/SR 16 Eastbound Off Ramp (PROJECT). This assistance includes design improvements of the eastbound off ramp area in compliance with City of Gig Harbor Public Works and Washington State Department of Transportation (WSDOT) Standards. The project consists of off ramp modifications to improve vehicle queuing storage and intersection operations at the intersection with Wollochet Drive.

The CITY desires to have preliminary design and construction cost estimate completed by July 2023, so the CITY may use it as an exhibit in an Urban Program Grant application to be submitted to the Transportation Improvement Board (TIB) by its August 2023 deadline. Meeting the TIB Urban Program Grant application deadline is critical if the City is to be successful in obtaining construction funding.

This proposed work is within Washington State Department of Transportation (WSDOT) public right-of-way that is part of the limited corridor access for SR 16 that is controlled by WSDOT. Any changes to interchange ramps, ramp terminals, or intersection control requires WSDOT approval. The PROJECT will be prepared in accordance with design guidance and review comments anticipated to be received from WSDOT. The PROJECT will be prepared in coordination with the CITY.

It is recognized that Wollochet Drive is a corridor with five relatively closely spaced signalized intersections between Grandview Street to the northeast and Hunt Street to the southwest. It is also understood that a SR 16 corridor study identified the Wollochet Drive corridor as a connected set of signalized intersections. The Wollochet Drive/Eastbound SR 16 Ramps intersection is situated on an embankment fill with approximate heights of 50 feet to the toe of slope.

With appreciation of the existing conditions and completed studies, it is likely that the preparation of an Intersection Control Evaluation (ICE) will be required by WSDOT as part of its design approval process. WSDOT will likely require a roundabout alternative be included in the ICE. Roundabouts generally provide superior congestion mitigation and safety benefits over traffic signals but also typically require more right-of-way and are more costly to construct than traffic signal modifications. The operation of a free-

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flowing roundabout also needs to be evaluated in the context of adjacent traffic signals. Once the appropriate intersection control is established through the ICE, preparation of the Plan for Approval (PFA) can begin.

The PFA defines the horizontal geometry of the project based on the project Basis of Design and sets the groundwork for environmental documentation and the remaining design scope including grading, stormwater management, paving, wall, signing, and traffic signal/illumination design.

The PFA and supporting documents will be developed for WSDOT Olympic Region review and approval. Supporting design documents to be prepared and submitted to WSDOT for its review and approval include the following:

- Intersection Control Evaluation (ICE) report including:
  - Operational/Traffic Analysis
  - Safety Performance Analysis
- Basis of Design (BOD) completed WSDOT form
- Context and Modal Accommodation Report (CMAR) completed WSDOT form
- Design Decision (DD) for Lateral Clearance to Curb
- Plan For Approval (PFA)
- WSDOT Olympic Region PFA Checklist
- AutoTurn Exhibits for applicable vehicle turning movements
- Preliminary Traffic Signal Plan
- Preliminary Illumination Plan
- Preliminary Curb Ramp Plans

A single set of bid documents that include plans, specifications, and a construction cost estimate (PS&E) will be developed to incorporate the design identified in the PFA and include other improvements such as retaining walls, stormwater facilities, signing plans, traffic signal plans, and traffic control plans. Bid schedules may be used to separate types of work that match available project funding. Common specifications will be used for all work.

B - Information, Responsibilities, and Services Provided by the CITY

The following information will be provided by the CITY. This is not intended to be an exhaustive list and additional data to be provided by the CITY is included throughout the scope of work:

- Roadway and utility as-built drawings (if available)
- GIS data for project location (if available)
- Base map in CAD of existing or proposed developments in the vicinity of the project improvements (if available)

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- 5-year crash data
- Design and documentation information within the Wollochet Drive corridor that is being/has been developed by other consultants for the CITY. It is understood that a traffic analysis of the Wollochet Dr/SR 16 WB Ramps intersection is being/has been developed by David Evans and Associates. A traffic signal design for the Wollochet Drive/Wagner Way NW intersection is being/has been developed by DKS.
- CITY will provide review comments on the design documents following their submittal by the CONSULTANT.

- CITY will submit the PFA and related documents to WSDOT for its review and facilitate coordination between the CONSULTANT and WSDOT toward achieving WSDOT design approvals.
- CITY will apply for and seek WSDOT approval of permits for the PROJECT to be constructed within the WSDOT right-of-way.

C - General Project Assumptions

This Scope of Services is based upon certain assumptions and exclusions, identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- AutoCAD Civil 3D 2019 will be utilized on the project and files will be submitted in .dwg format.
- AGi32 software will be used for illumination design.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- MS Project will be used for project scheduling.
- CONSULTANT will use contract document forms and a project specification template provided by the CITY as the starting point for development project specifications.

- Traffic Counts and a Speed Study will be required for the traffic analysis memorandum and WSDOT documentation. If existing relevant information is not available, CONSULTANT will coordinate with traffic count vendor to obtain this data. CONSULTANT shall use this data for input into software programs and traffic analysis reports.

- PROJECT limits will be a minimum of 300 feet from the connections between the existing and proposed improvements along each affected roadway. The project limits are anticipated to be along the eastbound on-ramp to a distance of approximately 1,100 feet north of the ramp terminal ending/intersection with Wollochet Drive, 300 feet east of the west end of the Wollochet Drive bridge over SR 16, and 300 feet west of the horizontal curve west of the Wollochet Dr/EB Ramps signalized intersection.
- CONSULTANT will conduct a topographic survey of the PROJECT limits and prepare a base map for use in the design in AutoCAD format.

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- CONSULTANT will develop a design that includes improvements within the PROJECT limits and is able to demonstrate operational improvements to the Wollochet Drive corridor.
- CONSULTANT will develop a design that considers maintaining use of the existing traffic signal system and eastbound ramps while the project is under construction.
- CONSULTANT will develop a design that utilizes the existing traffic signal controller system.
- CONSULTANT will develop a design that utilizes the existing ramp metering system.
- CONSULTANT will develop a design that seeks to minimize impacts to existing environmentally sensitive areas.
- CONSULTANT assumes that no additional right-of-way will be required. If additional right-of-way is required for the PROJECT, the CITY will lead the effort to acquire.

- CONSULTANT will develop PFA plans for City review and WSDOT review and approval.
- The CONSULTANT will update the PFA plans per City review comment and for the CITY to submit to WSDOT for its review.
- WSDOT will review the submittals and provide review comments, if any, to the CITY.
- CONSULTANT will update the PFA to address review comments, as applicable, so that its design elements may be included in PS&E Package being prepared by the CITY.
- Three rounds of PFA plan and supporting document submittals to the CITY and WSDOT are anticipated.

- CONSULTANT will develop the plans for traffic signal and ramp improvements for the PROJECT following WSDOT requirements with understanding that they are a part of a State Route (SR 16).
- CONSULTANT will prepare 30% design cost estimate and corresponding plans which build upon the elements in the PFA and show locations and types of roadway improvements, including walls and storm drain facilities.
- CITY will review the 30% submittal and provide comments.

- CONSULTANT will prepare 60% design plans which show location, type, and callouts the ramp and intersection improvements.
- CITY will review the 60% submittal and provide comments.
- CONSULTANT will update the plans and submit a revised 60% submittal for the CITY to submit to WSDOT for its review.
- WSDOT will review the 60% submittal and provide comments to the CITY.

- CONSULTANT will update the plans to address review comments by WSDOT and submit 90% design plans to the CITY. Project specifications and cost estimate will be included with the 90% submittal.
- CITY will review the 90% submittal and provide comments.

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- CONSULTANT will update the plans, specifications, and estimate and submit a revised 90% submittal for the CITY to submit to WSDOT for its review.
- WSDOT will review the 90% submittal and provide review comments to the CITY.

- CONSULTANT will update the plans, specifications, and estimate to address review comments by WSDOT and submit 100% design plans, specifications and cost estimate to the CITY.
- CITY will review the 100% submittal and provide comments.
- CONSULTANT will update the plans, specifications, and estimate and submit a revised 100% submittal for the CITY to submit to WSDOT for its approval.
- It is anticipated that the 100% PS&E submittal will be the Bid Set submittal.

Design Documents

Plans

- Plan sheets will by 11” x 17” in .pdf format.
- Will be prepared and submitted at the 30%, 60%, 90%, and 100% development milestones.

Specifications

- 8” x 11 ½” in .pdf format.
- For 90% review submittal, the specs will include anticipated WSDOT format specifications.
- For Bid Set/100% review submittal the specifications will include all Project Manual Sections.

Estimates

- 8” x 11 ½” in .pdf format.
- Bid Schedules, if any, Specification Number, Bid Item Name, Quantity, Estimated Unit Cost, Estimated Cost.

Bid Set/100% PS&E Package

- 1 Electronic copy of the Plans, Specs, and Estimates in PDF, Word, Excel, and CAD formats.

Publications and Design Reference Manuals

Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the CITY Standards or when required by state or federal funding authorities:

- Washington State Department of Transportation/American Public Works Association (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (M41- 10), 2022 edition, as amended
- Local Agency General Special Provisions
- WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, (M21-01)
- AASHTO (A Policy on Geometric Design of Highways and Streets)
- CITY’s Public Works Standards
- MUTCD as revised by Washington State
- WSDOT LAG Manual

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Acronyms

- Americans with Disability Act (ADA)
- City of Gig Harbor (CITY)
- Local Agency Guidelines (LAG)
- Plans, Specifications, and Estimate (PS&E)
- State Environmental Policy Act (SEPA)
- Transportation Solutions, Inc. (CONSULTANT)
- Washington State Department of Transportation (WSDOT)

D - Change Management

The Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible.

The Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule. Verified changes will be communicated to project stakeholders. The Project Manager will be prepared to explain the effect of the change to the team, so schedules and budgets can be adjusted.

This is a time and materials contract with a not to exceed maximum. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets. If authorized, the City may elect to add new work to the contract as Extra Work.

E - Schedule and Milestones

CONSULTANT is expected to proceed with the work following receipt of a notice to proceed from the CITY. The CITY desires to have the work done as expeditiously as possible with consideration that the PROJECT needs information that will be provided by the CITY and will be dependent upon document approvals requested of WSDOT.

The schedule assumes that the design work will start in May 2023, once notice to proceed is granted, with the goal of completing the preliminary design and cost estimate by July 2023, so the CITY may use it as an exhibit to an Urban Program Grant application for additional funds to be submitted to the TIB to meet the August 2023 deadline. Meeting the TIB application deadline is critical if the City is to be successful in obtaining construction funding. The CONSULTANT cannot control review times by WSDOT, the CITY, and/or other agencies, if any. The specific date for notice to proceed to the CONSULTANT is subject to the CITY's approval process.

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F - Payment

CONSULTANT invoice period closes on the 15th day of each month. CONSULTANT shall prepare monthly progress reports discussing work activity that occurred during the reporting period. The progress report will identify any unforeseen changes in the scope and schedule and will forecast key work activity for the upcoming reporting period.

Exhibit A-2 includes the Fee and Hours Estimate to complete the work. The estimated cost for the total not to exceed amount is as follows:

TSI – Labor	$	243,566.00
TSI – Expenses	$	2,131.00
TSI – Total Amount	$	245,697.00
Subconsultants:		
Skillings – Labor	$	126,432.00
Skillings – Expenses	$	948.00
Skillings – Total Amount	$	127,380.00
GeoEngineers – Labor	$	98,066.00
GeoEngineers – Expenses	$	28,769.00
GeoEngineers – Total Amount	$	126,835.00
Total Amount Not to Exceed	**$**	**499,912.00**

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TASK 1.0 – Project Management and Quality Control

1.1 Project Management

Project management will be on-going during the course of the project. The CONSULTANT's project manager will maintain communication with the CITY's project manager, monitor the PROJECT's scope, schedule, and budget, and other similar project management tasks. Develop a project schedule and prepare periodic updates. Meetings will be virtual unless otherwise stated.

1.2 Monthly Progress Reports and Invoices

CONSULTANT will provide monthly progress reports and invoices in accordance with the CITY's procedures. CONSULTANT will coordinate the first invoice so that the format is acceptable to the CITY. Each progress report and invoice package will include the CONSULTANT invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period.

Assumptions

- Progress Report and Invoice packages will be prepared monthly.

Deliverables

- Monthly Progress Report and Invoice Packages
- Periodic Project Schedule updates as agreed to between the CITY and CONSULTANT

1.3 Quality Control/Quality Assurance Review

Quality Control reviews will be completed prior to submittal of major deliverables to WSDOT and the CITY. Labor hours required for quality control and internal review of design documents is included with time for submittals. These will include the following Draft and Final Submittals to WSDOT:

- Intersection Control Evaluation (ICE) report including:
  - Operational/Traffic Analysis
  - Safety Performance Analysis
- Basis of Design (BOD) completed WSDOT form
- Context and Modal Accommodation Report (CMAR) completed WSDOT form
- Design Decision (DD) for Lateral Clearance to Curb
- Plan For Approval (PFA)
- WSDOT Olympic Region PFA Checklist
- AutoTurn Exhibits for applicable vehicle turning movements
- Preliminary Traffic Signal Plan
- Preliminary Illumination Plan
- Preliminary Curb Ramp Plans
- Interchange Ramp Improvement Plans

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1.4 Project Closeout
CONSULTANT shall deliver all documents in electronic formats. CONSULTANT shall prepare a final closeout progress report and final invoice.

TASK 2.0 – WSDOT Plan For Approval (PFA) and Documentation

The PFA defines the horizontal geometry of the project based on the project Basis of Design and sets the groundwork for environmental documentation and the remaining design scope including grading, stormwater management, paving, wall, signing, and traffic signal/illumination design.

The PFA and supporting documents will be developed for WSDOT Olympic Region review and approval. Supporting design documents to be prepared and submitted to WSDOT for its review and approval include the following:

- Intersection Control Evaluation (ICE)
- Basis of Design (BOD) completed WSDOT form
- Context and Modal Accommodation Report (CMAR) completed WSDOT form
- Design Decision (DD) for Lateral Clearance to Curb
- Plan For Approval (PFA)
- WSDOT Olympic Region PFA Checklist
- AutoTurn Exhibits for applicable vehicle turning movements
- Preliminary Traffic Signal Plan
- Preliminary Illumination Plan
- Preliminary Curb Ramp Plan
- Preliminary Signing Plan

2.1 Intersection Control Evaluation (ICE)
The CONSULTANT shall complete a WSDOT Intersection Control Evaluation (ICE). The ICE is a 5-step process meant to screen and evaluate alternatives to determine the best possible intersection type and design. Due to the safety and operational performance record, a roundabout is required to be evaluated. The ICE will follow the latest WSDOT guidance and generally include:

- Summary of Background and Project Needs
- Alternatives Feasibility
- Operational and Safety Performance Analysis
- Alternatives Evaluation
- Additional Information to support Control Type Selection
- Traffic Counts
- Intersection Level of Service Reports

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The CONSULTANT assumes that the WSDOT review comment process will take up to three (3) cycles. Any revisions requested by WSDOT beyond three (3) review cycles is considered extra work. CONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the CONSULTANT.

2.2 WSDOT Report Forms

The CONSULTANT shall complete the Basis of Design (BOD), Context and Modal Accommodation Report (CMAR), and Design Decision (DD) WSDOT Report Forms for the PROJECT. The BOD, CMAR, and DD will follow the latest WSDOT guidance and generally include:

BOD

- A Summary of Community Engagement to Date
- A General Project Description
- Identification of Project Needs
- Identification of Roadway Context
- Identification of Design Controls
- Alternatives Analysis
- Identification of Design Elements Changed

CMAR

- Project Information
- Community Engagement
- Context Determination
- Design Controls (Modal Accommodation)

DD

- Project Background
- Design Decision Description
- Options Evaluation and Decision

The CONSULTANT will rely upon existing information from the CITY for the data necessary to complete the BOD, and CMAR to the greatest extent feasible. Information not available from the CITY will be developed by the CONSULTANT.

The CONSULTANT assumes that the WSDOT review comment cycle will take up to three (3) cycles. Any revisions requested by WSDOT beyond three (3) review cycles is considered extra work. CONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the CONSULTANT.

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2.3 WSDOT Plan for Approval (PFA)

The CONSULTANT will work with the CITY and WSDOT to prepare channelization plans and documentation necessary to obtain WSDOT PFA Approval. The plans will be prepared in accordance with the current (2017) version of the WSDOT Olympic Region Plan For Approval (PFA) Checklist. The plans will include:

- Channelization Plan Sheets
- Design Data Box
- Traffic Data Diagrams

The PFA plan review process is typically an iterative process. The channelization plans will be developed based upon survey information developed for the PROJECT and provided by the CITY.

The CONSULTANT will review the written comments from WSDOT. The CONSULTANT will make the required changes, document design decisions to how comments were addressed, and submit a revised submittal to WSDOT and the CITY.

The CONSULTANT assumes that the WSDOT review comment cycle will take up to three (3) cycles. Any revisions requested by WSDOT beyond three (3) review cycles is considered extra work. CONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the CONSULTANT.

2.4 WSDOT Design Documents

As part of development of the PROJECT, the CONSULTANT shall develop design documents expected to be required by WSDOT to gain its approval of the project design PFA. These supporting design documents include:

- AutoTurn Exhibits for applicable vehicle movements
- Crosswalk Closure Memorandum

AutoTurn Exhibits are anticipated to be provided to WSDOT to validate the movements of applicable design vehicles to/from the modified eastbound ramp terminus between SR 16 and Wollochet Drive.

A Crosswalk Closure Memorandum is a document that validates the absence of a marked pedestrian crossing at a signalized intersection, even if one does not exist in the current conditions. This memo is anticipated to be required to be provided to WSDOT to validate the formal closure of the crossing across the eastbound ramps and the crossing closest to the Wollochet Drive bridge and formal use of the existing crossing of the same intersection. The memorandum will include a project description, description of existing conditions, proposal, and crossing summary.

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TASK 3.0 – Preliminary Design Plans (30%)

The CONSULTANT will work with the CITY and WSDOT to prepare preliminary design plans for the ramp improvements based upon the layout of the PFA. Several of these plans are anticipated to be prepared in conjunction with development of the PFA and will be required as part of obtaining WSDOT approval of the PFA. These preliminary plans include:

- Preliminary Traffic Signal Plan
- Preliminary Illumination Plan
- Preliminary Curb Ramp Plan
- Preliminary Signing Plan

3.1 Field Review and Coordination
The CONSULTANT will work with the CITY and WSDOT staff to review existing conditions to accommodate an improved signalized intersection and eastbound ramp for SR 16. The review will include on site field work as well as other on-line tools such as Google.

3.2 Preliminary Traffic Signal Plans
The CONSULTANT shall prepare a preliminary Traffic Signal Plan that illustrates the proposed locations for new poles associated with the existing traffic signal system, including those to facilitate pedestrian movements across the crosswalk. The CONSULTANT will develop a design that utilizes the existing traffic signal controller system and strives to utilize the existing vehicular traffic signal poles.

3.3 Preliminary Illumination Plans
The CONSULTANT shall prepare a preliminary Illumination Plan that illustrates the proposed locations for new luminaires along the ramps and at the intersection, if applicable due to existing lighting conditions, that are compatible with the preliminary Traffic Signal Plan. Design documentation prepared with AGi32 software will be developed to support the illumination design.

3.4 Preliminary Curb Ramp Plans
The CONSULTANT will prepare a preliminary Curb Ramp Plan that illustrates the dimensions and grades of new curb ramps in the PROJECT limits. It is anticipated that new curb ramps will be required at the southeast quadrant of the intersection. It is anticipated that the project will include a new sidewalk on the south/west side of Wollochet Drive that connects to a new frontage sidewalk being incorporated into the development plans of the private parcel immediately west of the intersection. Inclusion of a sidewalk in the PROJECT will result in the project being eligible for TIB funding. It is not anticipated that Maximum Extent Feasible (MEF) documentation will be necessary for the PROJECT, therefore has been excluded from this scope of services.

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3.5 Preliminary Signing Plans
The CONSULTANT will develop a preliminary signing plan based upon the footprint of the roadway identified in the PFA, based upon relocating the five (5) multi-post signs along the existing eastbound off-ramp, and to inform the development of retaining wall plan along the west side of the ramp.

3.6 Preliminary Drainage Plans
The CONSULTANT will develop a preliminary drainage plans identifying designs for BMPs for LID, water quality, and flow control.

3.6 Preliminary Retaining Wall Plans
The CONSULTANT will develop preliminary retaining wall plans that correlate to the footprint of the roadway identified in the PFA and accommodate the preliminary locations of the signs The preliminary wall plans will also reflect the City and WSDOT-approved wall type identified in the geotechnical report.

3.7 Construction Cost Estimate
The CONSULTANT will prepare a construction cost estimate for the PROJECT in accordance with the preliminary design plans and the PFA for these improvements.

3.8 Grant Application Assistance
The CONSULTANT will support the CITY with preparing the TIB grant application including reformatting or editing data developed for the preliminary design, the PFA, or its supporting WSDOT documentation.

TASK 4.0 – 60% Plans and Estimate

The CONSULTANT will advance the preliminary (30%) plans submittal and prepare a 60% level plans and estimate submittal. The submittal will involve the design and preparation of a basic construction design elements found in a bid package.

4.1 Advance Preliminary Design for 60% Submittal
The CONSULTANT will advance the following sets of plan sheets from the 30% design level to the 60% design level:

- Traffic Signal Plans
- Illumination Plans
- Curb Ramp Plans
- Signing Plans
- Channelization Plan (from PFA)
- Drainage Plans
- Retaining Wall Plans

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The CONSULTANT will advance the traffic signal and illumination plans as follows by adding the following details to the preliminary plans:

A. Traffic Signal Layout with Construction Notes
B. Traffic Signal Pole Schedule
C. Wiring/conduit diagrams
D. Accessible Pedestrian Signals (APS)
E. New signal heads with reflective edge backing plates
F. New street signs meeting current size and reflectivity standards
G. Coordinate APS with locations of new ADA compliant curb ramps as required
H. Illumination system modifications as required.

4.2 Prepare New Plans for 60% Submittal

The CONSULTANT will develop the following additional sets of plan sheets for the 60% design level submittal:

- Temporary Erosion and Sediment Control (TESC) Plans
- Site Preparation Plans
- Roadway Sections
- Roadway Details
- Grading Plans
- Grading Profiles
- Drainage Profiles
- Drainage Details
- Wall Profiles
- Wall Details
- Construction Staging Plans
- Traffic Control Plans (for each construction stage)
- Pedestrian Accommodation Plans (for each construction stage)

4.3 Project Team Design Development Review Meetings

The CONSULTANT will participate in design development review meetings with the CITY and WSDOT as part of advancing design details for the project.

4.4 Submit 60% Plans and Estimate to the City

The CONSULTANT will prepare and submit the 60% submittal to the CITY for its review and comment.

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4.5 Revise 60% Plans and Estimate based upon City review comments
The CONSULTANT will revise the 60% submittal package based upon CITY review comments and ready its submittal for WSDOT review.

4.6 Submit 60% Plans and Estimate to WSDOT
The CONSULTANT will prepare the 60% submittal for CITY submittal to WSDOT for its review and comment.

TASK 5.0 – 90% Plans, Specifications and Estimate

The CONSULTANT will advance the 60% plans submittal and prepare a 90% level PS&E submittal.

5.1 Advance 60% Design Plans for 90% Submittal
The CONSULTANT will advance each of sets of plan sheets from the 60% design level to the 90% design level.

5.2 Prepare Specifications for 90% Submittal
The CONSULTANT will develop the contract documents and project specifications for the 90% design level submittal.

5.3 Project Team Design Development Review Meetings
The CONSULTANT will participate in design development review meetings with the CITY and WSDOT as part of advancing design details for the project.

5.4 Submit 90% PS&E to the City
The CONSULTANT will prepare and submit the 90% submittal to the CITY for its review and comment.

5.5 Revise 90% PS&E based upon City review comments
The CONSULTANT will revise the 90% PS&E submittal package based upon CITY review comments and ready its submittal for WSDOT review.

5.6 Submit 90% Plans and Estimate to WSDOT
The CONSULTANT will prepare the 90% PS&E set for CITY submittal to WSDOT for its review and comment.

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TASK 6.0 – 100% Plans, Specifications and Estimate

The CONSULTANT will update the PS&E set based on WSDOT review comments made regarding the 90% PS&E submittal and prepare a 100% PS&E submittal. It is anticipated that the 100% submittal will be the Bid Set submittal.

6.1 Plans

- Update based upon WSDOT review comments
- Plan sheets will be 11” x 17” in .pdf format

6.2 Specifications

- Update based upon WSDOT review comments
- 8” x 11 ½” in PDF and Word formats

6.3 Estimate

- Update based upon WSDOT review comments on the plans and specifications
- 8” x 11 ½” in PDF and XLS formats

6.4 Project Team PS&E Review Meetings

- To continue coordination of development of Traffic Signal System with Civil Design

6.5 Submit 100% PS&E package to CITY

- Revise 100% PS&E package based upon CITY review comments

6.6 Submit 100% PS&E package to CITY for submittal to WSDOT

- Coordinate with CITY and WSDOT as part of WSDOT approval of the 100% PS&E bid set submittal

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EXHIBIT A-2 – Fee Estimate

Exhibit A-3

Fee Estimate **4/26/2023**

City of Gig Harbor - Wollochet and SR 16 Eastbound Ramps - Design Consultant Services

Transportation Solutions Inc - Fee Schedule Bill Rate ----->	PIC $ 305.00	PM $ 289.00	Sr. Engr $ 215.00	Sr. Engr $ 215.00	Sr. Tech $ 179.00	Engineer II $ 119.00	Planner IV $ 157.00	Admin $ 167.00		
Anticipate Work Elements Task(s)									**Task Hours**	**Task Cost**
Task 1.0 - PROJECT MANAGEMENT AND QUALITY CONTROL	**8**	**52**	**0**	**0**	**0**	**0**	**8**	**26**	**94**	**$ 23,066.00**
Task 1.1 Project Management	8	40						4		
Task 1.2 Monthly Progress Reports and Invoices		12					8	20		
Task 1.3 Quality Control/Quality Assurance Review (incl. below)										
Task 1.4 Project Closeout								2		
Task 2.0 - WSDOT PFA and DOCUMENTATION	**4**	**46**	**48**	**4**	**110**	**86**	**6**	**0**	**304**	**$ 56,560.00**
Task 2.1 Intersection Control Evaluation (ICE)										
Task 2.1.1 Background and Project Needs										
Existing Conditions			2			2				
Establish Project Needs		1	1			4				
Task 2.1.2 Feasibility										
Design Alternative		1	2	4	8	6				
Task 2.1.3 Traffic Control Analysis										
Traffic Operations Analysis		1	12			4				
Safety Analysis			1			8				
Task 2.1.4 Conclusions and Recommendations		1	4			2				
Task 2.1.5 Prepare Final ICE Report	1	1	8			8	2			
Task 2.2 WSDOT Report Forms										
Task 2.1.1 Basis of Design (BOD)		2	8			16				
Task 2.1.2 Context & Modal Accommodation Report (CMAR)		1	4			12				
Task 2.1.3 Design Decision for Lateral Clearance to Curb (DD)		2				8				
Task 2.3 WSDOT Plan for Approval										
Task 2.2.1 Submittal No. 1										
Channelization Plans with Review Responses	1	16			48					
Design Data Box		1			1	2				
Traffic Data Diagrams		1			1	2				
Task 2.2.1 Submittal No. 2		6			24					
Task 2.2.1 Submittal No. 3		2			8					
Task 2.3 WSDOT Design Documents										
Task 2.3.1 AutoTurn Exhibits		2			16					
Task 2.3.2 Crosswalk Closure Memorandum		2	2			12				
Task 2.4 Meetings with WSDOT	2	6	4		4		4			
Task 3.0 - PRELIMINARY DESIGN PLANS (30%)	**2**	**40**	**0**	**0**	**58**	**8**	**8**	**0**	**116**	**$ 24,760.00**
Task 3.1 Field Review and Coordination		8			8					
Task 3.2 Preliminary Traffic Signal Plans										
Task 3.2.1 To City		2			16					
Task 3.2.2 To WSDOT		1			2					
Task 3.3 Preliminary Illumination Plans										
Task 3.3.1 To City (Design and Lighting Analysis)		1			8					
Task 3.3.2 To WSDOT		1			2					
Task 3.4 Preliminary Curb Ramp Plans										
Task 3.4.1 To City		1			4					
Task 3.4.2 To WSDOT					2					
Task 3.5 Preliminary Drainage Plans										
Task 3.5.1 To City (incorporate others design)		1			2					
Task 3.5.2 To WSDOT					1					
Task 3.6 Preliminary Wall Plans										
Task 3.6.1 To City (incorporate others design)		1			2					
Task 3.6.2 To WSDOT					1					
Task 3.7 Construction Cost Estimate		8			2	8	2			
Task 3.8 Grant Application Assistance	1	8			2					
Task 3.9 Meetings with City or WSDOT	1	8			6		6			

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City of Gig Harbor – Design Consultant Services **4/26/2023**

EXHIBIT A-2 – Fee Estimate (cont.)

Exhibit A-3

Fee Estimate **4/26/2023**

City of Gig Harbor - Wollochet and SR 16 Eastbound Ramps - Design Consultant Services

Transportation Solutions Inc - Fee Schedule Bill Rate ----->	PIC $ 305.00	PM $ 289.00	Sr. Engr $ 215.00	Sr. Engr $ 215.00	Sr. Tech $ 179.00	Engineer II $ 119.00	Planner IV $ 157.00	Admin $ 167.00		
Task 4.0 - 60% PLANS and ESTIMATE	**0**	**52**	**0**	**0**	**212**	**4**	**4**	**0**	**272**	**$ 54,080.00**
Task 4.1 Advance Preliminary Plans										
Task 4.1.1 Traffic Signal Plans		4			32					
Task 4.1.2 Illumination Plans		2			8					
Task 4.1.3 Curb Ramp Plans		1			4					
Task 4.1.4 Signing Plans		2			8					
Task 4.1.5 Channelization Plans		1			16					
Task 4.1.6 Drainage Plans (incorporate others design)		1			2					
Task 4.1.7 Retaining Wall Plans (incorporate others design)		1			2					
Task 4.2 Prepare New Plans										
Task 4.2.1 TESC Plans		2			8					
Task 4.2.2 Site Prep Plans		2			8					
Task 4.2.3 Roadway Sections		2			8					
Task 4.2.4 Grading Plans/Profiles		4			40					
Task 4.2.5 Construction Staging		2			4					
Task 4.2.6 Traffic Control Plans (per stage)		8			24					
Task 4.2.7 Ped Accommodation Plans (per stage)		2			8					
Task 4.3 Project Team Design Dev Review Meetings		4			4		4			
Task 4.4 Submit 60% Plans and Estimate to the City		4			8	4				
Task 4.5 Revise 60% per City review comments		8			24					
Task 4.6 Submit 60% to WSDOT and coordinate review		2			4					
Task 5.0 - 90% PLANS, SPECS, and ESTIMATE	**0**	**76**	**0**	**0**	**140**	**4**	**6**	**0**	**226**	**$ 48,442.00**
Task 5.1 Advance 60% Plans to 90% Plans										
Task 5.1.1 Traffic Signal Plans		2			16					
Task 5.1.2 Illumination Plans		1			8					
Task 5.1.3 Curb Ramp Plans		1			2					
Task 5.1.4 Signing Plans		2			8					
Task 5.1.5 Channelization Plans		1			8					
Task 5.1.6 Drainage Plans (incorporate others design)		1			2					
Task 5.1.7 Retaining Wall Plans (incorporate others design)		1			2					
Task 5.1.8 TESC Plans		2			6					
Task 5.1.9 Site Prep Plans		2			8					
Task 5.1.10 Roadway Sections		1			6					
Task 5.1.11 Grading Plans/Profiles		2			20					
Task 5.1.12 Construction Staging		2			2					
Task 5.1.13 Traffic Control Plans (per stage)		6			16					
Task 5.1.14 Ped Accommodation Plans (per stage)		2			4					
Task 5.2 Prepare 90% Specifications		32					2			
Task 5.3 Project Team Design Dev Review Meetings		4			4		4			
Task 5.4 Submit 90% Plans and Estimate to the City		4			8	4				
Task 5.5 Revise 90% per City review comments		8			16					
Task 5.6 Submit 90% to WSDOT and coordinate review		2			4					
Task 6.0 - 100% PLANS, SPECS, and ESTIMATE	**0**	**60**	**0**	**0**	**100**	**4**	**6**	**0**	**170**	**$ 36,658.00**
Task 6.1 Advance 90% Plans to 100% Plans										
Task 6.1.1 Traffic Signal Plans		1			8					
Task 6.1.2 Illumination Plans		1			4					
Task 6.1.3 Curb Ramp Plans		1			2					
Task 6.1.4 Signing Plans		1			4					
Task 6.1.5 Channelization Plans		1			4					
Task 6.1.6 Drainage Plans (incorporate others design)		1			2					
Task 6.1.7 Retaining Wall Plans (incorporate others design)		1			2					
Task 6.1.8 TESC Plans		1			4					
Task 6.1.9 Site Prep Plans		1			4					
Task 6.1.10 Roadway Sections		1			2					
Task 6.1.11 Grading Plans/Profiles		1			10					
Task 6.1.12 Construction Staging		1			2					
Task 6.1.13 Traffic Control Plans (per stage)		8			16					
Task 6.1.14 Ped Accommodation Plans (per stage)		1			4					
Task 6.2 Prepare 100% Specifications		24					2			
Task 6.3 Project Team Design Dev Review Meetings		4			4		4			
Task 6.4 Submit 100% Plans and Estimate to the City		4			8	4				
Task 6.5 Revise 100% per City review comments		6			16					
Task 6.6 Submit 100% to WSDOT and coordinate review		1			4					
Labor Estimate	**14**	**326**	**48**	**4**	**620**	**106**	**38**	**26**	**1182**	**$ 243,566.00**
										$ 243,566.00
Expense Estimate		Travel Traffic Counts - Vendor	200		miles	0.655		$/mile Allowance rd	$ 131.00 $ 2,000.00 $ -	**$ 2,131.00**
Subconsultants Estimate		**Skillings** - Survey, Environmental, Drainage **GeoEngineers** - Geotechnical, Walls							$ 127,380.00 $ 126,835.00	**$ 254,215.00**
Grand Total										**$ 499,912.00**

EXHIBIT A
SCOPE OF WORK

Prepared for:

TRANSPORTATION SOLUTIONS, INC.
CITY OF GIG HARBOR SR 16/ WOLLOCHET DR
EB OFFRAMP IMPROVEMENT PROJECT
April 26, 2023

INTRODUCTION
Skillings (SKILLINGS) will provide sub-consultant services in support of design lead TSI (Client) in preliminary engineering design and construction support for improvements to the east bound off-ramp from SR 16 at Wollochet Drive in Gig Harbor, Washington. The project will relieve current congestion and provide long term-term transportation network viability to reduce congestion by adding a right-turn lane to the off-ramp. Work will include but is not limited to topographic survey, stormwater design and PS&E, environmental documentation and permitting assistance.

The design phase of this project is currently funded through local funds with the anticipation of additional grant funding.

Project Assumptions:
This scope of work is based on the following general assumptions:

- Federal funds are not anticipated.
- Proposed design will limit the increase of pollutant generating impervious surface (PGIS) to less than 5,000 square feet.
- No overhead power or poles are located within the project corridor. Any utility relocation will be minor and will not require design by Skillings.

SKILLINGS will perform services set forth in this SCOPE OF WORK on behalf of the CLIENT using procedures specified by the City of Gig Harbor (CITY) and in compliance with the standards and requirements set forth in the following procedures, regulations and most current (at the time of execution of this agreement) adopted manuals which by reference, are made a part of this Agreement.

Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the CITY Road Standards or when required by state or federal funding authorities:

- Washington State Department of Transportation/American Public Works Association (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (M41- 10), as amended.
- Local Agency General Special Provisions
- WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, (M21-01)
- AASHTO (A Policy on Geometric Design of Highways and Streets)
- City of Gig Harbor Public Works Standards.
- MUTCD as revised by Washington State
- LAG Manual

DOCUMENTS TO BE PROVIDED BY THE CLIENT
It is agreed that the CLIENT will provide the following documents and/or request the data:

- Roadway as-built drawings

- Existing right-of-way plans for the project area.

WORK ELEMENTS

Task 10 – Project Management

This task includes SKILLINGS management of staff, invoices and progress reporting, progress meetings, some QA/QC, and internal staff team progress meetings.

Assumptions:

- Tasks included are for the predesign traffic study only and a supplement will be prepared for additional work.
- The Project Schedule will be in Microsoft project.
- Meetings will be by phone unless otherwise stated.

Tasks:

10.1 Schedule, prepare for, and take part in bi-weekly communications with the CITY.
10.2 Provide quality control in-house through peer review and principal quality checks.
10.3 Project team coordination
10.4 Ensuring that effective QA/QC procedures are completed.
10.5 Provide monthly Earned Value reports if requested by the CLIENT.
10.6 Prepare monthly billings with progress reports.

Deliverables:

- Provide information to TSI to manage design schedule.
- Monthly invoices, with status reports and earned value reports as requested.

Task 20 – Topographic Survey and Right of Way Mapping

Understanding:

- Utility locates will be provided by Washington Utility Notification Center, which can provide utility locates at no cost within the City right-of-way limits.
- Underground utility locates on private ownership is not part of this scope of work and will be paid as a direct reimbursable from the City.
- Survey work will require WSDOT agency permits.
- Traffic control deemed necessary by Skillings to complete survey work will be provided by a vendor.
- No field staking will be required.
- A Record of Survey is not required.
- Survey Limits are constrained within the existing right-of-way lines of:
    - Beginning of off-ramp of SR16 going east and Wollochet Drive extent of the southwesterly limits will be 20-foot part the top of slope within right of way limits. The on-ramp going east on the north side of the on-ramp will be mapped including the infield area to the top near SR16.
    - Wollochet Drive will be mapped from the intersection of the off-ramp and Wollochet Drive south 600 feet and northeasterly 500 feet approximately. The limits will be 20 feet beyond the top within right of way.
- CITY will provide existing right way information for SR16 and Wollochet Drive.

- The CONSULTANT will provide draft right-of-way plan for the project limits.
- Horizontal Datum will be WSPC NAD83/11.
- Vertical – The Vertical Datum for the survey work will reference North American Vertical Datum of 1988 (NAVD 88).
- Units will be US Survey Feet.
- Distances will be ground distances.
- Topographic survey will be contained within the project limits.
- Only surface utilities will be mapped.
- Underground lines will be based on painted locate marks.
- Ground measurements will be captured sufficient to generate a surface file at one-foot contours.

20.1 Research

a. Research existing survey control and survey monuments related to the rights-of-way lines.
b. Review right-of-way documents provided by the CITY.

20.2 Survey Control

Establish survey control using a combination of Static GPS, Real Time Kinematic (RTK), and conventional survey methods in accordance with industry standards.

a. Perform a field survey to establish horizontal and vertical survey control.
b. Evaluate survey control and adjust accordingly.
c. Recover existing survey monuments relevant to the re-establishment of existing right of way lines.
d. Calculate existing right of way lines in AutoCAD digital survey control map.

20.3 Topographic Survey and Base Map

3.1 Topographic Survey

1) Coordinate Traffic Control.
2) Field Topographic Survey depicting the following:
    - Existing road centerlines.
    - Sidewalk, curb, median and shoulder locations.
    - Edge of pavement and edge of gravel.
    - Grade breaks in pavement.
    - Channelization lines.
    - Retaining walls.
    - Fences, size, type, and height.
    - Signs and sign structures including description, size, and post material.
    - Signal poles
    - Light posts
    - Signal control cabinet and appurtenances

    - Top / Toe of slopes
    - Trees over 6-inch diameter measured at 4.5 feet above ground level.
    - Prominent landscape features (hedges, brush lines, boulders, etc.)
    - Storm drainage structures – Structures types, pipe sizes, invert elevations
    - Sanitary Sewer structures – Structures types, pipe sizes, invert elevations
    - Water line structures – Identified water valves, meters, blow offs and hydrants.
    - Above ground power structures – Poles and anchor locations
    - Identify signal controllers, service cabinets, transformers, junction boxes.

- Painted underground utility locates.
- Locate wetland flags.

3.2 Topographic Base Map

1) Download and backup survey data daily.
2) Compile survey data into digital AutoCAD base map.
3) Draft topographic survey map at 1" = 20' scale.
4) Field check topographic survey map.
5) Update topographic survey map based on field edits.

Task 30	**Environmental Documentation**

A mapped stream and potential wetland are located to the west of the eastbound off-ramp. The location and extent of these critical areas will require identification and documentation. Any impacts to identified buffer setbacks will require mitigation planning.

Assumptions:

- Vicinity streams and wetlands will be evaluated based on City of Gig Harbor Municipal Code (GHMC) Title 18 (Environment)
- A fish bearing stream is mapped by DNR to the southwest of the off-ramp. The stream potential continues north along the west-side of the off-ramp.
- It is assumed that the project will not require review under the State Environmental Policy Act (SEPA).
- The proposed project must comply with Executive Order 21-02 Cultural Review.

Task 30.1	**Critical Areas Report**

While preliminary review of National Wetlands Inventory Mapper (NWI) does not indicate if wetlands persist on or near the site, there is a known wetland located near Adam Tallman Park, west of the site. This task is to identify and report on the extent of any potential wetlands and their associated buffers within the project area.

Assumptions:

- Site map prepared in conjunction with the Critical Areas Report will be for illustrative purposes only and will not serve as an official survey document. The site map will strictly support the narrative within the Critical Areas Report.
- Wetland boundaries will be flagged with flagging tape and or staking and labeled for future survey identification, if encountered.

The following items will be required to meet Gig Harbor Critical Area Ordinance 18.08for wetland delineations and ratings:

- Wetland Rating Summary forms
  - Preparation of the following maps:
  - Cowardin plant classes
  - Hydroperiods
  - Location of wetland outlets
  - 150-foot boundary area surrounding the wetland(s)

- Contributing basin
- 1 km polygon of the area surrounding the wetland showing disturbed and undisturbed habitat.
- Any 303(d) listed water ways and TMDL's
- Site map
- Wetland determination form(s) – One per soil test pit

Task Description:

30.1.1 Conduct literature review.
30.1.2 Conduct site visit.
30.1.3 Delineate potential wetland boundaries.
30.1.4 Prepare wetland flagging map for survey.
30.1.5 Prepare wetland rating.
30.1.6 Prepare Critical Area Report

Deliverables:

- Critical Area Report
- Wetland Boundary flagging map

Task 30.2 Mitigation Planning (as required)

Likely impacts to vicinity wetland buffers will require compensatory mitigation in the form of enhancement, rehabilitation, or creation.

Assumptions:

- It is assumed that mitigation will be required to offset any potential impacts to potential wetlands along the canal from proposed impacts during construction of the bridge retrofit.
- The Wetland Mitigation Plan will be used to support permit applications with The City of Gig Harbor
- The Wetland Mitigation Plan will follow the requirements of 18.08.150 Wetland Mitigation.
- Any wetlands present on the mitigation site will be delineated and described in the Critical Area Report.

Task Descriptions:

30.2.1 Conduct site visit to identify a viable mitigation approach to the proposed project and its associated impacts.
30.2.2 Develop mitigation strategy.
30.2.3 Prepare draft mitigation plan.
30.2.4 Prepare draft Wetland Mitigation Report. Submit to Client for review.

Deliverable:

- Draft Wetland Mitigation Plan
- Final Wetland Mitigation Plan

Task 30.3 Cultural Resources (as required)

Tasks:

30.3.1 Skillings to complete a site visit to document elements of the natural and built environment.
30.3.2 Complete EZ-1 Form for submittal to Department of Archeological and Historical Preservation (DAHP).

Deliverables:

- EZ-1 Form

Task 40 –Preliminary and Final Stormwater Design

This task consists of the preparation of a preliminary and final stormwater report as well as 60%, 90% and 100% design level stormwater plan sheets based on the preferred bridge replacement option selected by Jefferson County.

Assumptions:

- Skillings will prepare stormwater plan and profile and detail sheets. TSI will prepare all other plan sheets.
- Special provisions will be prepared utilizing WSDOT specifications format.

Tasks:

40.1 Prepare a preliminary stormwater drainage report based on the preferred bridge replacement option:

a. Prepare preliminary designs of BMPs for LID, water quality, and flow control.
b. Determine design storm for conveyance calculations and sizing.
c. Document findings in preliminary stormwater report.

1. 40.2 Prepare 60% stormwater plans consisting of the following sheets:
   a. Stormwater Plan & Profile (up to 4 sheets)
   b. Stormwater Details (up to 3 sheets)
2. 40.3 Prepare 60% Quantities Notebook.
3. 40.4 Prepare 60% Engineer's Estimate of Probable Costs to Construct for stormwater.
4. 40.5 Prepare 60% Special Provisions for stormwater.
5. 40.6 Phone conference with TSI/City to discuss 60% PS&E and comments.
6. 40.7 Incorporate 60% PS&E comments, prepare comment response matrix.
7. 40.8 Prepare final stormwater drainage report:
   a. Update stormwater drainage report to include changes made for the 90% PS&E.
   b. Prepare SWPPP.
   c. Prepare Final Maintenance Plan.
8. 40.9 Prepare 90% stormwater plans consisting of the following sheets:
   a. Stormwater Plan & Profile (up to 4 sheets)
   b. Stormwater Details (up to 3 sheets)
9. 40.10 Prepare 90% Quantities Notebook.
10. 40.11 Prepare 90% Engineer's Estimate of Probable Costs to Construct.
11. 40.12 Prepare 90% Special Provisions for stormwater.
12. 40.13 Phone conference with TSI/ City to discuss 90% PS&E and comments.
13. 40.14 Incorporate 90% PS&E comments, prepare comment response matrix.
14. 40.15 Prepare 100% stormwater plans consisting of the following sheets:
    a. Stormwater Plan & Profile (up to 4 sheets)
    b. Stormwater Details (up to 3 sheets)
15. 40.16 Prepare 100% Quantities Notebook.
16. 40.17 Prepare 100% Engineer's Estimate of Probable Costs to Construct.

17. 40.18 Prepare 100% Special Provisions for stormwater.
18. 40.19 Provide internal QA and QC and project coordination.

Deliverables:

- Preliminary Stormwater Report.
- One (1) electronic set of 60% stormwater plans.
- 60% Engineer's Estimate of Probable Cost to Construct for stormwater.
- 60% Special Provisions for stormwater.
- Final Stormwater Drainage Report
- One (1) electronic set of 90% stormwater plans.
- 90% Engineer's Estimate of Probable Cost to Construct for stormwater.
- 90% Special Provisions for stormwater.
- 60% Review Comment Response Matrix.
- One (1) electronic set of 100% stormwater plans.
- 100% Engineer's Estimate of Probable Cost to Construct for stormwater.
- 100% Special Provisions for stormwater.
- 90% Review Comment Response Matrix.

END SCOPE OF WORK

Prepared by: Patrick E. Skillings, PMP April 26, 2023

Reviewed by: Thomas E. Skillings, PE April 26, 2023

EXHIBIT B-1

SUBCONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 23020 TRANSPORTATION SOLUTIONS INC. CITY OF GIG HARBOR SR 16/WOLLOCHET DRIVE EB OFFRAMP IMPROVEMENT PROJECT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	2 MAN SURVEY CREW	SURVEY DRAFTER	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**												
10	**PROJECT MANAGEMENT**												
1	Schedule, prepare for, and take part in bi-weekly communications with the CITY.		10										
2	Provide quality control in-house through peer review and principal quality checks.		10										
3	Project team coordination.		10										
4	Ensuring that effective QA/QC procedures are completed.	2	10										
5	Provide monthly Earned Value reports if requested by the CLIENT.												6
6	Prepare monthly billings with progress reports.												6
20	**TOPOGRAPHIC SURVEY AND RIGHT OF WAY MAPPING**												
1	Research								10	10			
2	Survey Control								5	15	15		
3	Topographic Survey and Base Map								5	30	65	20	
4	Right of way plan								5	15			
5	QA\QC								2	5			
30	**ENVIRONMENTAL DOCUMENTS**												
30.1	**Critical Areas Report**												
1	Conduct literature review.						9						
2	Conduct site visit.		4			4	4						
3	Delineate potential wetland boundaries.					5	5						

PROJECT NO. 23020 TRANSPORTATION SOLUTIONS INC. CITY OF GIG HARBOR SR 16/WOLLOCHET DRIVE EB OFFRAMP IMPROVEMENT PROJECT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	2 MAN SURVEY CREW	SURVEY DRAFTER	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**												
4	Prepare wetland flagging map for survey.						2						
5	Prepare wetland rating.						12						
6	Prepare Critical Area Report					2	60						
30.2	**Mitigation Planning**												
1	Conduct site visit to identify a viable mitigation approach to the proposed project and its associated impacts.		4			4	4						
2	Develop mlitigation strategy.		2			2	2						
3	Prepare draft mitigation plan.		2			4	36						
4	Prepare draft Wetland Mitigation Report. Submit to Client for review.						2						
30.3	**Cultural Resources**												
1	Complete a site visit to document elements of the natural and built environment.						4						
2	Complete EZ-1 Form for submittal to Department of Archeological and Historical Preservation (DAHP).		1			8							
40	**PRELIMINARY AND FINAL STORMWATER DESIGN.**												
1	Prepare a stormwater drainage report												
a	Prepare preliminary designs of BMPS for LID, water quality, and flow control.			4	16								
b	Determine design storm for conveyance calculations and sizing.				4								
c	Document findings in preliminary stormwater report.			4	16								
2	Prepare 60% stormwater plans consisting of the following sheets:												
a	Stormwater Plan & Profile (up to 4 sheets).			4	12			16					
b	Stormwater Details (up to 3 sheets).			4	8			16					

PROJECT NO. 23020 TRANSPORTATION SOLUTIONS INC. CITY OF GIG HARBOR SR 16/WOLLOCHET DRIVE EB OFFRAMP IMPROVEMENT PROJECT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	2 MAN SURVEY CREW	SURVEY DRAFTER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
3	Prepare 60% Quantities Notebook.			2	4								
4	Prepare 60% Engineer's Estimate of Probable Costs to Construct for stormwater.			2	4								
5	Prepare 60% Special Provisions for stormwater.			4	8								
6	Phone conference with TSI/CITY to discuss 60% PS&E and comments.		2	2									
7	Incorporate 60% PS&E comments, prepare comment response matrix.			4	16								
8	Prepare final stormwater drainage report:												
a	Update stormwater drainage report to include changes made for the 90% PS&E.			2	8								
b	Prepare SWPPP.			2	12								
c	Prepare Final Maintenance Plan.			2	12								
9	Prepare 90% stormwater plans consisting of the following sheets:												
a	Stormwater Plan & Profile (up to 4 sheets).			4	24			24					
b	Stormwater Details (up to 3 sheets).			4	12			16					
10	Prepare 90% Quantities Notebook.			1	4								
11	Prepare 90% Engineer's Estimate of Probable Costs to Construct.			1	4								
12	Prepare 90% Special Provisions for stormwater.			4	8								
13	Phone conference to discuss 90% PS&E and comments.			2									
14	Incorporate 90% PS&E comments, prepare comment response matrix.			4	8								
15	Prepare 100% Stormwater plans consiting of the following sheets:												
a	Stormwater Plan & Profile (up to 4 sheets).			4	12			12					
b	Stormwater Details (up to 3 sheets).			1	8			8					
16	100% Quantities Notebook			1	4								
17	Prepare 100% Engineers Estimate of Probable Cost to Construct for stormwater			1	4								
18	Prepare 100% Special Provisions for Stormwater			1	4								
19	Provide internal QA/QC and project coordination.		8										

EXHIBIT B-2
SUBCONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):						
Classification	Man Hours	x	Rate	=	Cost	
PRINCIPAL-IN-CHARGE	2	x	$275.00	=	$550.00	
PROJECT MANAGER	63	x	$254.00	=	$16,002.00	
PROJECT ENGINEER	64	x	$228.00	=	$14,592.00	
ENGINEER	212	x	$151.00	=	$32,012.00	
PROJECT SCIENTIST	29	x	$103.00	=	$2,987.00	
STAFF SCIENTIST	140	x	$103.00	=	$14,420.00	
TECHNICIAN	92	x	$145.00	=	$13,340.00	
SURVEY MANAGER	27	x	$202.00	=	$5,454.00	
PROJECT SURVEYOR	75	x	$137.00	=	$10,275.00	
2 MAN SURVEY CREW	80	x	$164.00	=	$13,120.00	
SURVEY DRAFTER	20	x	$91.00	=	$1,820.00	
PROJECT ADMINISTRATOR	12	x	$155.00	=	$1,860.00	
Total Hours =	816				Total NHR =	$126,432.00
REIMBURSABLES:						
Mileage	608	x	$0.655	=	$398.24	
Miscellaneous Expenses	$500.00	x	10%	=	$550.00	
					Total Expenses=	$948.24
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):						
					Sub Total =	$127,380.24
MANAGEMENT RESERVE FUND:						
SUB TOTAL =	$127,380.24	x		=	MRF =	$0.00
GRAND TOTAL						
			GRAND TOTAL	=		$127,380

PREPARED BY: _____ DATE: _____

REVIEWED BY: _____ DATE: _____

EXHIBIT B-
SUBCONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			$0.00
2	Auto Rental	Each			$0.00
3	Lodging	Day			$0.00
4	Per Diem-Meal	Day			$0.00
5	Photocopies - Blk & White	Each		$0.10	$0.00
6	Photocopies - Color	Each		$0.35	$0.00
7	Half Sized Prints	Each		$0.50	$0.00
8	Full Sized Prints	Each		$6.00	$0.00
9	Postage	Month			$0.00
10	Shipping	Month			$0.00
11	FAXs	Each			$0.00
12	Miscellaneous Project Costs	Month			$0.00
13	Miscellaneous Survey Costs	Estimated	1	$500.00	$500.00
14	Traffic Control	Estimated			$0.00
	Total Miscellaneous Expenses				**$500.00**
	Mileage	Per Mile	608	0.655	$398.24
	Total Expenses				**$898.24**
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Patrick E. Skillings, PMP		April 25, 2023			

April 25, 2023

City of Gig Harbor
c/o Transportation Solutions
16932 Woodinville Redmond Rd NE, Suite A206
Woodinville, Washington 98072

Attention: Kirk Harris, PE, PMP

Subject: Scope and Fee Estimate
Geotechnical Engineering Services
Wollochet Drive/SR16 EB Offramp Turn Lane
Gig Harbor, Washington
File No. 1232-013-00

INTRODUCTION

GeoEngineers, Inc. (GeoEngineers) is pleased to present this revised scope and fee estimate to provide geotechnical engineering services for the proposed addition of a right turn lane on the SR16 east-bound off ramp at Wollochet Drive in Gig Harbor, Washington. Per your request, we have revised our scope to include geotechnical engineering through the 90 percent plans preparation. Our understanding of the project is based on our discussions during a meeting with you and City of Gig Harbor, review of the 1973 as-built plans, and our previous geotechnical engineering services completed in the site vicinity and on similar projects.

SR16 is oriented north-south at the site such that the east bound off-ramp is more oriented to the south. We understand the ramp will be widened to some degree to accommodate the new lane. The embankment slopes up from SR16 to an approximate height of 50 feet at the Wollochet Drive intersection. Based on the 1973 as-built plans, embankment slopes are inclined at 2H:1V (horizontal to vertical) or flatter. Shoulders are present on both sides of the two-lane roadway. Based on the as-built plans and aerial photos, an approximate 40-foot distance is available between the existing guardrails. We plan to maintain two lanes of traffic using lane shifts with cones and complete site explorations within the shoulders.

Subsurface soils likely consist of embankment fill overlying recessional glacial outwash and/or glacial till. The recessional outwash likely consists of sand and gravel with variable silt and clay content; the glacial till likely consists of a conglomerate of sand, gravel, silt, and clay. Key geotechnical issues will include preparing and completing a field exploration program that meets Washington State Department of Transportation (WSDOT) safety requirements, evaluating the consistency of the embankment fill for slope stability, and evaluating roadway widening alternatives including (1) the use of fill and extending the toe of

the slope, (2) constructing a reinforced slope, and (3) constructing or adding a retaining wall. If a wall is required, alternatives are likely to consist of structural earth (also known as mechanically stabilized earth [MSE]), gravity block or soldier pile walls. Other embankment widening alternatives such as conventional slopes or steepened reinforced slopes may be feasible.

SCOPE OF SERVICES

The purpose of our services is to evaluate subsurface soil and groundwater conditions as a basis for developing geotechnical and pavement design criteria for the roadway widening, developing design parameters for proposed wall alternatives, and preparation of plans, specifications and estimates through 100 percent design. We anticipate our specific scope will include the following tasks:

Task 100. Data Review and Field Exploration

- Collect, review, and evaluate existing conditions including as-builts, previous reports, topographic and geologic mapping, and subsurface information in our files and on public data bases.
- Visit the site to complete a geologic reconnaissance of the embankment slopes and plan the field explorations.
- Prepare proposed boring exploration plans and subcontract traffic control services to prepare the proposed traffic control plans for permit submittals.
- Explore subsurface soil and groundwater conditions at the site by drilling four borings to depths of 40 to 60 feet each, with total drilling footage not to exceed 210 feet, using a truck- or track-mounted drill rig subcontracted to GeoEngineers. At this time, we propose to complete two borings on the west and two borings on the east side of the roadway within the shoulders adjacent to the guard rail.
    - Our representative will maintain a detailed log of each boring and obtain samples of the various materials encountered. The samples will be returned to our office for additional examination and laboratory testing.
    - We have assumed traffic control can consist of lane shifts to accommodate two lanes of traffic in addition to a third lane for the drill rig (approximate 12-foot-wide lanes appear feasible). We have budgeted to have two flaggers onsite during drilling to assist with traffic management. We have assumed that intersection control (flagging) will not be required. We have assumed a transportable attenuator truck will be required during field work.
    - We have assumed all field work can occur during normal daytime hours.
    - Cuttings will be hauled offsite by our subcontracted driller.
- Evaluate pertinent physical and engineering characteristics of the soils from the results of the field explorations and geotechnical laboratory tests performed on samples obtained from the explorations. We anticipate completing moisture content tests, and gradation tests, and Atterberg Limits testing, if appropriate.

Task 200. Develop Wall Alternatives and Design Parameters

- Evaluate subsurface data and develop feasible wall alternatives considering slope stability. Complete global stability analyses for the widened roadway using the 2021 Slope/W program by Geostudio.

- Provide recommendations for site preparation and earthwork including estimated subgrade preparation, suitability of on-site soils for re-use as structural fill including any constraints for wet weather construction, gradation criteria for imported structural fill to widen the embankment and behind new walls, and fill placement and compaction requirements.
- Develop recommendations for temporary and permanent cut slopes.
- Perform engineering analyses and provide conclusions and recommendations for the following:
    1. Recommended wall alternatives to retain the widened embankment, as appropriate. This will also include an evaluation of the feasibility of placing additional fill and extending the toe of the slopes to widen the roadway.
    2. Seismic design criteria in accordance with the WSDOT Geotechnical Design Manual (GDM) and the 2020 American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications.
    3. Preliminary lateral earth pressures for design of conventional soldier pile walls.
    4. Geogrid reinforcement considerations, minimum embedment, and allowable bearing pressure for new structural earth walls.
    5. New pavement design section. We have assumed that design traffic information will be provided by the City or Transportation Solutions.
    6. Erosion control measures and permanent site drainage.
    7. Construction considerations based on the results of our field exploration and from experience on projects at similar sites.
- Present our findings and recommendations in a written report with supporting site plan, boring logs, and other applicable figures.

Task 300. PS&E Preparation

- Complete detailed engineering design for the selected widening alternative through 90 percent design including:
    - Applicable reinforcement length, strength, and spacing for either reinforced slopes or structural earth walls (structural earth walls is the WSDOT terminology for MSE walls).
    - Wall embedment criteria (structural earth or conventional walls).
    - Drilled pile diameter, minimum embedment, steel reinforcement, facia design (soldier piles)
    - Wall drainage design. We anticipate some coordination with the civil/stormwater engineer in developing wall drainage design.
    - Earthwork and backfill criteria.
- Support the project team in preparation of 30 percent design plans. We anticipate this will include providing details, wall profiles, and cross sections.
- Incorporate review comments and support the project team in preparing 60 percent design plans. We have assumed this subtask will primarily consist of incorporating review comments from the 30 percent design package.

- Incorporate review comments and support the project team in preparing 90 percent design plans including technical specifications and engineer's cost estimate.
- Incorporate review comments from 90 percent plans and provide updated details for 100 percent design submittal for bidding.

FEE ESTIMATE

We propose to complete the above scope of services on a time and expense basis in accordance with the attached Schedule of Charges. For the scope of services described above, we estimate our fee will be approximately **$126,835** as outlined in attached Table 1. We will not exceed this estimate without change in scope and your prior authorization. We anticipate Transportation Solutions will prepare contract terms for mutual agreeance with GeoEngineers and that this document will serve as the basis of our scope of services and fee estimate.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers. This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. Please contact Deb Overbay at 425.861.6024 or Mark Rose at 360.922.5106 if you have questions or wish to discuss our proposed scope or fee estimate.

Sincerely,
GeoEngineers, Inc.

Mark W. Rose, PE
Geotechnical Engineer

Debra C. Overbay, PE
Associate

MWR:DCO:leh

Attachments:
Table 1. - Fee Estimate
Schedule of Charges – Standard 2023
Laboratory Schedule of Charges – Redmond 2023

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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TABLE 1. GEOENGINEERS ESTIMATE

	Job Number:	**1232-013-00**	**Job Name:**	**Geotechnical Design Services Wollochet Drive / SR16 EB Off-Ramp Right Turn Lane**				**Owner:**	**City of Gig Harbor**		
	Client:	**TSI**									
		$280.00	$263.00	$215.00	$188.00	$165.00	$147.00	$130.00	$114.00		
Task	**Task Description**	Principal/ Associate	Senior Engineer 2	Project 1 Engineer	Staff 3 Engineer	Staff 2 Engineer	GIS/CAD	Admin 3	Admin 2	Total Hours	Total Labor Cost
100	**Data Review and Field Exploration**										
	Data Review/Project Setup, Coordination and Management, Subcontracts	2	6					2	2	12	2,626
	Geologic Recon, Plan Exploration Program	0.5	4		6			1		11.5	2,450
	Prepare boring exploration plan and subcontracted traffic control for permits	0.5	2		2					4.5	1,042
	Drill 4 borings to depths of 40 to 60 feet each	1	4			24			2	31	5,520
	Laboratory Testing	1	4						1	6	1,446
	Subtotal Task 100	5	20	0	8	24	0	3	5	65	13,084
200	**Develop Wall Alternatives and Design Parameters**										
	Evaluate subsurface data and wall alternatives considering slope stability	4	6		6				1	17	3,940
	Develop earthwork criteria including temporary and permanent slopes		2		2					4	902
	Develop Recommended Pavement Section	2	6		4				2	14	3,118
	Engineering Analyses for Feasible Wall Alternatives	4	6		4			1		15	3,580
	Report Preparation	4	8		3		4	1	2	22	4,734
	Subtotal Task 200	14	28	0	19	0	4	2	5	72	16,274
300	**PS&E Preparation**										
	Complete Engineering Design for Selected Wall	12	32		16			2	2	64	15,272
	30 Percent Plans Preparation (assumes 2/3 sheets)	8	32		24		36	4		104	20,980
	60 Percent Plans Preparation	4	6				10	2		22	4,428
	90 Percent Plans Preparation	8	24		12		12	2	2	60	13,060
	100 Percent Plans Preparation	4	8		6		8	2		28	5,788
	Project Communications and Meetings	14	20							34	9,180
											0
	Subtotal Task 300	50	122	0	58	0	66	12	4	312	68,708
	Total Labor	69	170	0	85	24	70	17	14	449	**$98,066**

Total Labor Costs **$98,066**

Expenses

Field Equipment and Expenses, Mileage.Travel and APC	6,094
Subcontracted Drilling	13,800
Subcontracted Private Locate (assumes single trip)	575
Subcontracted Traffic Control	6,500
Laboratory Tests	1,800
Total Expenses	**$28,769**

Total Fee Estimate **$126,835**

Schedule of Charges – 2023

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff		
Staff 1 Scientist	$	137/hour
Staff 1 Engineer	$	145/hour
Staff 2 Scientist	$	157/hour
Staff 2 Engineer	$	165/hour
Staff 3 Scientist	$	180/hour
Staff 3 Engineer	$	188/hour
Scientist 1	$	208/hour
Engineer 1	$	215/hour
Scientist 2	$	215/hour
Engineer 2	$	220/hour
Senior Engineer/Scientist 1	$	240/hour
Senior Engineer/Scientist 2	$	263/hour
Associate	$	280/hour
Principal	$	305/hour
Senior Principal	$	325/hour
Technical Support Staff		
Administrator 1	$	99/hour
Administrator 2	$	114/hour
Administrator 3	$	130/hour
CAD Technician	$	125/hour
CAD Designer	$	147/hour
Senior CAD Designer	$	170/hour
GIS Analyst	$	155/hour
Senior GIS Analyst	$	173/hour
GIS Coordinator	$	190/hour
*Technician	$	107/hour
*Senior Technician	$	128/hour
*Lead Technician	$	138/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	$	100.00
Asbestos Sample Kit	$	25.00
Blastmate, per day	$	100.00
D&M Sampler, per day	$	80.00
DO (Dissolved Oxygen) Kit	$	20.00
Dynamic Cone Penetrometer, per day	$	40.00
E-Tape (Electric Tape), per day	$	25.00
Field Data Acquisition Equipment	$	50.00
Field Gear / Reconnaissance, per day	$	50.00
Gas Detection Meters, per day	$	100.00
Generator, per day	$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	$	200.00
Hand Auger, per day	$	20.00
Inclinometer Probe, per day, 1/2 day minimum	$	200.00
Interface Probe, per day	$	50.00
Iron Test Kit	$	20.00
Laser Level, per day	$	50.00
Low Flow Groundwater Sampling Equipment, per day	$	225.00
Multiparameter Water Quality Meter, per day	$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	$	10.00
Peristaltic Pump, per day	$	50.00
pH Probe, per day	$	15.00
PID, FID or OVA, per day	$	100.00
Saximeter, per day	$	50.00
Scuba Diving Gear, per day/per diver	$	250.00
Shallow Soil Exploration Equipment, per day	$	50.00
Soil Field Screening Equipment, per day	$	15.00
Soil Sample Kit	$	15.00
Steam Flow Meter, per day	$	15.00
Strain Gauge Readout Equipment, per day	$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	$	50.00
Surface Water Quality Monitoring Equipment, per day	$	50.00
Turbidity Meter, per day	$	30.00
Vehicle usage, per mile, or $30/half-day, whichever is greater	$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee offsets GeoEngineers' costs for software subscriptions/licenses, network data storage and connectivity, and information security that are not included in our hourly rates or direct expenses.

All rates are subject to change upon notification.

Laboratory Schedule of Charges – 2023

Type of Test		Unit Price
Soil Index and Classification Tests		
Soil Description (ASTM D 2488)	$	17
Moisture Content		
Oven (ASTM D 2216)	$	23
Moisture/Density (ASTM D 7263, D 2937)		
Rings	$	40
Shelby Tubes, waxed chunk	$	50
Tubes (liners), chunk	$	50
Particle Size Analysis		
Percent Passing No. 200 (ASTM D 1140)	$	110
Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	$	150
Gravel Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	$	220
Hydrometer Only (ASTM D 422, minus #10 fraction)	$	180
Combined Sieve and Hydrometer (ASTM D 422-63)	$	280
Combined Gravel Sieve and Hydrometer (ASTM D 422-63)	$	350
Organic Content (ASTM D 2974)	$	85
Specific Gravity (ASTM D 854)	$	95
Atterberg Limits (ASTM D 4318)	$	210
Organic	$	110
Compaction (ASTM D 698/D 1557, AASHTO T 99/T 180, Methods A, B and C)		
Granular/Cohesive (1 Point)	$	130
Granular (4 Point)	$	305
Cohesive (4 Point)	$	325
Strength and Consolidation Tests		
Triaxial Compression		
Unconfined Comp. Strength – UCS (ASTM D 2166)	$	135
Unconsolidated Undrained – UU (ASTM D 2850)	$	265
Unconsolidated Undrained (back pressure saturation)	$	500
Consolidated Undrained – CU (ASTM D 4767) with pore pressure measurement	$	625
Consolidated Drained – CD (Army Corps of Engineers EM 1110-2-1906 Appendix X)	$	675
Consolidated Undrained or Consolidated Drained (3 points, staged)	$	1,600
Consolidation (ASTM D 2435)	$	675
With Reload	$	750
With Reload and Unload	$	850
Additional timed load increments, each	$	80
Constant Rate of Strain Consolidation (ASTM D 4186)	$	700
One-Dimensional Swell (ASTM D 4546)		
Method A	$	1,250
Method B	$	475
Method C	$	675
CBR, 1 point with Proctor (ASTM D 1883)	$	530
Additional points, each	$	160
Corrosion Tests		
Soil Resistivity (ASTM G 187)	$	75
pH of Soil (ASTM D 4972 / G 51)	$	50

Type of Test		Unit Price
Permeability Tests		
In triaxial cell with back pressure saturation (ASTM D 5084)	$	740
Soil Sample Preparation		
Extrusion – Extrude and log (visual classification) Shelby tube sample	$	70
Remolding – Remolding a soil sample to desired moisture and density	$	Hourly
Soil – Cement/Lime Treatment	$	Hourly – negotiated
Aggregate and Rock Tests		
Point Load Test or Rock Core (ASTM D5731)	$	80

*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

**Not WABO-certified.

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: May 8, 2023

SUBJECT: Intergovernmental Agreement with the Puyallup Tribe Concerning Conservation Property Match for North Creek Salmon Heritage Site Phase 1

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

SUGGESTED MOTION: Move to authorize the mayor to sign an agreement with the Puyallup Tribe to accept a donation of matching funds for North Creek Salmon Heritage Site Phase 1.

BACKGROUND INFORMATION: On February 22, 2021, the city council adopted Resolution 1200 which authorized the city to apply for a Conservation Futures Grant from Pierce County to acquire an 11.5-acre parcel (parcel number 0221061108) located directly north of the Gig Harbor Wastewater Treatment Plant as a parcel of uniquely undeveloped and healthy streamside forest through which North Creek (aka Donkey Creek) passes.

As part of the grant application, the Puyallup Tribe committed to funding $50,000 in matching funds. The city has completed its purchase of the property and this agreement allows the city to accept the $50,000 donation from the Tribe.

The city council approved a previous version of this agreement on January 9, 2023. However, the Puyallup Tribal Council requested an amendment to the agreement to include the ability to utilize the conservation property for traditional gathering of plants including cedar bark, nettle and fern for traditional medicines. The Tribal Culture Department has access to very few properties in urban areas and this allowance would allow their culture teachers to teach younger generations and continue this traditional practice.

FISCAL CONSIDERATION: None. This donation is not accounted for in the City's 2022 or 2023-24 Budgets.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Intergovernmental Agreement with the Puyallup Tribe Concerning Conservation Property Match for North Creek Salmon Heritage Site Phase 1

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

**INTERGOVERNMENTAL AGREEMENT
CONCERNING CONSERVATION PROPERTY MATCH FOR
NORTH CREEK**

This Intergovernmental Agreement ("Agreement") is made by and between the City of Gig Harbor ("Gig Harbor") and the Puyallup Tribe of Indians ("Tribe") (collectively "Parties" or "Parties").

WHEREAS, North Creek area is of great significance to the Tribe, historically the bands of Puyallup people inhabited territory encompassing one of the largest village sites located at Donkey Creek near North Creek in Gig Harbor; and

WHEREAS, the downstream location of this parcel provides spawning grounds and habitat critical for the successful reproduction, and subsequent growth of providing excellent fish habitat for coho and chum salmon and Puget Sound steelhead and coastal cutthroat trout; and

WHEREAS, Washington state law RCW 84.34.210 provides for acquisition of open space, land and rights to future developments by certain entities including cities, counties, municipalities and such for the conservation for public use or enjoyment; and

WHEREAS, the Pierce County Conservation Futures Program preserves open spaces, wetlands, wildlife habitat, timber land and agricultural lands to benefit Pierce County residents; and

WHEREAS, the City of Gig Harbor shares a common interest with the Tribe in protecting Pierce County parcel #0221061108, referred to North Creek to protect the parcel from immediate development; and

NOW, THEREFORE, subject to the terms and conditions contained herein, the Parties agree as follows:

Section 1. Objective

The Parties agree that the objective of this Agreement is to participate in funding the purchase of the identified parcel to preserve as a conservation for public use or enjoyment with the intention of preserving critical salmon habitat consistent with Conservation Future priorities.

Section 2. Restrictions under Pierce County Conservation Futures Program

The Parties understand and agree the property will be restricted with a conservation easement or covenant, which shall be recorded on the title and run with the land in perpetuity. Parties agree the conservation requirements are necessary to achieve the goals and values stated in this Agreement and the application submitted to the Pierce County Conservation Futures Program ("Program").

Section 3. Property Management Plan

The Parties agree to collaborate to provide a property management plan as required under the grant award from the Program. The plan shall include long-term goals for the property and goals for restoration and enhancement of the property.

Section 4. Conservation Property Match

The Tribe agrees to provide a ten percent (10%) match towards the purchase of Pierce County Parcel #0221061108 with the understanding and intention that conservation of this property will preserve critical salmon habitat and cultural resources in an area of great significance to the Tribe. This contribution is contingent on the approval of the application for purchase of this property through the Pierce County Conservation Futures Program.

Section 5. Grant of Access

A. Gig Harbor agrees that the Tribe, their cultural department and broader members of their community will have access to the site to engage in traditional practices or gatherings.

B. Indemnification. The Tribe shall indemnify, hold harmless and defend the City, its officers, agents, employees, and volunteers from any and all claims, actions, suits, liability, loss, costs, expenses, damages of any nature whatsoever and attorney fees incurred by the City, by any reason of or arising out of any negligent act or omission of Tribal members or the tribal cultural department relating to or arising out of access to the Property while engaging in traditional practices or gatherings, except for damages caused by sole negligence of the City.

Section 6. Designated Representatives/Notice

The designated representatives for the purposes of notice and executing the terms and conditions of this Agreement are as follows:

Puyallup Tribe
NAME: Bill Sterud
TITLE: Tribal Council Chairman of the Puyallup Tribe of Indians
ADDRESS: 3009 Portland Ave E. Tacoma, WA. 98404
EMAIL:bill.sterud@puyalluptribe-nsn.gov with carbon copy to Legal@puyalluptribe-nsn.gov

City of Gig Harbor NAME:
Katrina Knutson TITLE: City
Administrator
ADDRESS: 3510 Grandview Street, Gig Harbor, WA 98335
EMAIL: kknuston@gigharborwa.gov

Section 7. No Limit on Existing Authority

This Agreement does not affect, enhance or diminish the underlying responsibilities or rights of any Party or transfer the responsibilities or rights of any Party to any other Party or any other entity.

Section 8. Integration and Severability

This Agreement constitutes a single integrated agreement that expresses the intention and the entire agreement of the Parties hereto. Any prior representations or agreements, whether oral or written, regarding this Agreement or its subject matter are hereby superseded in their entirety by this Agreement. If any provision of this Agreement is held invalid, it shall be considered severable from the remainder so long as consistent with the intent of this Project.

Section 9. Dispute Resolution Process

The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connections with the terms of this Agreement.

A. Informal resolution. The informal resolution process commences by the Parties' staff meeting and attempting to resolve disputes.
B. In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to a non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
C. Each Party agrees to compromise to the fullest extent reasonably possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
D. Upon demand of either party, any dispute that cannot be resolved by discussion or mediation shall be resolved by a binding arbitration following the procedures spelled out in this section. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator as the parties shall mutually agreed upon in accordance with the AAA Commercial Arbitration Rules. All disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration shall be conducted at a location in Tacoma. If there is any inconsistency between the terms of this Agreement and any such rules, the terms and procedures set forth herein shall control. All statutes of limitation applicable to any dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to the dispute being arbitrated.

Section 10. Amendment

This Agreement shall be effective upon the signature of the authorized officials below and shall inure to the benefit of the Parties and their respective successors and assigns with respect to this Project. It shall continue to be effective unless modified by a subsequent written agreement by the duly authorized representatives of the Parties.

Section 11. Termination

In the event that changes are made to the Project that are inconsistent with the Tribe's values or adversely impact the property or fisheries, then the Tribe may withdraw from this Agreement after providing at least thirty (30) calendar days' written notice to the other Parties. Any dispute about whether modifications to the Project are "material" or whether they result in increased adverse impacts to the fisheries shall be resolved in accordance with the dispute resolution process in Section 8. If the Tribe withdraws from the Agreement pursuant to this Section, the Tribe reserves the right to demand mitigation of the actions adversely impacting the fisheries and return of any contributions including a reasonable amount of interest.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement.

PUALLUP TRIBE

Tribal Chairman or Vice-Chairwoman
Date:_____

CITY OF GIG HARBOR

_____
Mayor
Date: _____

APPROVED AS TO FORM:

Tribal Attorney
Date: April 19, 2023

APPROVED AS TO FORM:

_____
City Attorney
Date: _____

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: May 8, 2023

SUBJECT: Resolution 1275 Adopting Revised City Council Guidelines & Procedures

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

SUGGESTED MOTION: Move to approve Resolution 1275.

BACKGROUND INFORMATION: At the April 20 study session, council directed staff to prepare several changes to its City Council Guidelines & Procedures.

- Include a new section on adherence to guidelines with provisions for sanctions.
- Move public comment on non-agenda items to before the consent agenda on city council meeting agendas.
- Combine old business and new business into one agenda item on city council meeting agendas.
- Include a new article clarifying and expanding the delegation of authority to the mayor for purchasing and contracting.

These changes are incorporated into a new Council Guidelines & Procedures document to be adopted by Resolution 1275.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1275

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

RESOLUTION 1275

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING REVISED CITY COUNCIL GUIDELINES & PROCEDURES

WHEREAS, the City Council and Mayor wish to adopt formal guidelines and procedures to govern the conduct of their meetings in order to increase meeting efficiency and reduce conflict; and

WHEREAS, RCW 35A.12.120 authorizes the City Council to "determine its own rules and order of business and to establish formal rules for the conduct of council meetings"; and

WHEREAS, these guidelines and procedures are adopted for the sole benefit of the members of the City Council and the Mayor to assist in the orderly conduct of Council business; and

WHEREAS, these guidelines of procedure do not grant rights or privileges to members of the public or third parties; and

WHEREAS, the City Council may implicitly or by a majority vote determine to temporarily waive any of these guidelines or procedures; and

WHEREAS, these guidelines and procedures were first adopted on October 26, 2020 and subsequently amended on April 25 and December 12, 2022; and

WHEREAS, the City Council desires to provide procedures for the enforcement of adherence to the guidelines and procedures; and

WHEREAS, the City Council desires to conduct more effective and efficient City Council meetings; and

WHEREAS, the City Council desires to clarify and expand its delegation of authority to the mayor for purchasing and contracting;

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

Section 1. The City of Gig Harbor City Council hereby adopts the City Council Guidelines & Procedures as set forth in Exhibit A.

Section 2. Resolution 1266 adopting City Council Guidelines & Procedures is hereby repealed.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 8th day of May, 2023.

_____
Tracie Markley
Mayor

Attest:

_____
Joshua Stecker, CMC
City Clerk

EXHIBIT A

CITY OF GIG HARBOR

COUNCIL GUIDELINES & PROCEDURES

REVISED MAY 8, 2023

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ARTICLE 1 – PURPOSE & SCOPE

The City Council Guidelines & Procedures should be considered a means to an end, and not an end in themselves. If used well, guidelines of procedure will advance fundamental goals and principles. They will help council spend its time well and make good decisions on behalf of the community. The guidelines should not become the master and the primary focus for the meeting. The "horse" (the principles) should come before the "cart" (the guidelines).

These guidelines of procedure are adopted for the sole benefit of the members of the City Council and the Mayor to assist in the orderly conduct of council business. These guidelines of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these guidelines shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these guidelines result in invalidation of any council act. The City Council may implicitly or by a majority vote determine to temporarily waive any of the guidelines. Council action taken in disregard or non-conformity with these guidelines shall be construed as an implicit waiver.

The purpose of this document is to state shared values and workflows that emulate to the Gig Harbor Community that the council is dedicated to service with civility, accountability, public confidence, and respect. The City Council understands that in order for the City to run efficiently and transparently, there must be a set of rules and procedures that are regularly followed. The City Council, by adoption of this document, seeks to inspire public confidence in the City government.

The City Council has a responsibility to set the policies for the City. In doing so, certain types of conduct are beneficial while others are destructive. The council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all choose to serve in public office and, therefore, have the obligation to preserve and protect the well-being of the community and its citizens. In all cases, this common goal should be acknowledged, and the council must recognize that certain behavior is counterproductive, while other behavior will lead to success.

STATEMENT OF ETHICS

Gig Harbor City Councilmembers shall:

- Be dedicated to the concepts of effective and democratic government.
- Affirm the dignity and worth of the services rendered by government and maintain a sense of social responsibility.
- Be dedicated to the highest ideals of honor and integrity in all public and personal relationships.
- Recognize that the chief function of local government at all times is to serve the best interest of all the people.

- Keep the community informed on municipal affairs and encourage communications between the citizens and all municipal officers.
- Emphasize friendly and courteous service to the public and each other; seek to improve the quality of public service and confidence of citizens.
- Seek no favor; do not personally benefit or profit by confidential information or by misuse of public resources.
- Conduct business of the City in a manner which is not only fair in fact, but also in appearance.

PUBLIC SERVICE AGREEMENTS

1. Disagreement and difference of opinion is an honored and respected feature of government in Gig Harbor. Councilmembers will acknowledge and respect other member's perspectives. In areas of disagreement with another councilmember, every attempt will be made to have a private conversation outside of a council meeting first.
2. Councilmembers will take special care to listen and hear other member perspectives. Communication will be done respectfully, kindly, and directly. Councilmembers will refrain from directing disrespectful gestures and using intimidating behaviors toward each other.
3. Public input is paramount to crafting City policy. Councilmembers will actively listen and seek to understand citizen feedback.
4. Councilmembers will base their decisions on facts, but reconsider decisions if changing circumstances warrant reconsideration.
5. Councilmembers will not seek out the media to vent feelings when on the losing end of a vote.
6. Councilmembers will not criticize those who voted against their position on issues.
7. Once the council has adopted policy or an issue is passed/defeated by majority vote, remaining councilmembers will not work against the decision.
8. Once a vote has been taken on an issue, councilmembers will support the policy/vote of the council.
9. When asked about an issue that has been decided by the council, councilmembers will state the council's position, and that they support the body's decision. If asked, councilmembers may give their individual views on the issue.

ADHERENCE TO GUIDELINES

Each Councilmember shall have the duty and obligation to review these guidelines and procedures and be familiar with its provisions.

During City Council discussions, deliberations, and proceedings, the Mayor will be primarily responsible to ensure that the City Council, staff, and members of the public adhere to the Council's adopted guidelines and procedures.

Knowing and/or willful failure to adhere to the provisions of guidelines and procedures may subject a councilmember to enforcement and sanctions, as follows:

1) Prior to undertaking any further steps, a councilmember who believes that a failure to adhere to these guidelines and procedures has been committed by a fellow councilmember must first reach out individually to that councilmember and express their concern(s) and provide an opportunity for the offending councilmember to remedy the failure to adhere.
2) Upon determining that there is credible evidence that a councilmember has, or may have, engaged in knowing and/or willful action or omission that constitutes failure to adhere to the provisions of these guidelines and procedures, a councilember may call upon the council to determine whether such knowing and/or willful action or omission has occurred, and the sanctions, if any, to be imposed. This conversation may be held in executive session in accordance with RCW 42.30.100(1)(f). However, upon the request of the councilmember against whom the complaint is brought, this conversation must be held in open session;
3) A majority of the Council shall vote on whether to hold a hearing to determine the existence of an act or omission constituting a failure to adhere to these guidelines and procedures and the sanctions, if any, that may be considered. If such hearing is approved by the council, the hearing shall be held at a time and place specified in the motion approving such hearing, no sooner than 12 days folowing approval of the motion.
4) Prior to conducting any hearing on an alleged failure to adhere to the provisions of these guidelines and procedures, the city administrator shall provide written notice to the councilmember alleged to have engaged in such failure to adhere to these guidelines and procedures at least ten calendar days prior to the hearing. The written notice shall identify the specific provisions of these guidelines with which the councilmember is alleged to have failed to adhere and the facts supporting such allegation, as presented by the councilmember(s) calling for the hearing.
5) At such hearing, council shall determine whether there is a sufficient evidence indicating that a councilmember has knowingly and/or willfully acted or failed to act in a manner constituting a failure to adhere to the provisions of these guidelines and procedures. The councilmember alleged to have failed to adhere to the provisions of these guidelines and procedures shall have the right to present evidence and testimony. A finding of the existence of such knowing and/or willful failure to adhere shall be determined by motion approved by a majority of the Council plus one.
6) Upon finding that a knowing and/or willful failure to adhere to the provisions of these guidelines and procedures has occurred, the Council shall proceed to determine whether the sanctions, if any, should be imposed. Appropriate sanctions may include, but are not limited to, the following:
    i. public censure by resolution of the city council
    ii. removal of appointment to community boards, committees, or commissions; and

iii. removal of appointment to Council boards or committees

ARTICLE 2 – CITY COUNCIL MEETINGS

2.1 City Council Meetings Defined

A City Council meeting is any meeting comprised of four or more councilmembers where City business is conducted. All City Council meetings are subject to all provisions of the Open Public Meetings Act (OPMA).

Types of City Council meetings include:

- **Regular and Official Meetings** – The City Council meets in regular session on the second and fourth Mondays of each month at 5:30 p.m., as established in GHMC Chapter 2.04. In the event any of the regular and official meeting days fall upon a legal holiday, the regular and official meeting day shall be on the Tuesday following the second and fourth Monday of each month. During the months of August and December, the Mayor is directed to cancel the second regular meeting of the month, unless the Mayor or City Council determines that it is necessary to hold these meetings to conduct essential City business.
- **Special Meetings** – Special meetings may be called by the Mayor or a majority of council. Council may take final action on items published on the agenda of a Special Meeting.
- **Study Sessions** – Study sessions provide council with the opportunity to discuss and explore issues before progressing the matter to a regular and official meeting for final action. Council may direct the Mayor to direct staff by motion or consensus at study sessions, but council may not take final action on any matters. In order to encourage discussion, study sessions are intended to be less formal in nature than regular meetings. It is appropriate for councilmembers to address each other informally during these meetings while still maintaining civility and decorum.
- **Council Retreats** – Annually, or as needed, council may hold retreats to discuss work plans and visioning for future action. Similar to study sessions, council may direct the Mayor to direct staff by motion or consensus, but council may not take final action on any matters.
- **Workshops** – Workshops are utilized to provide training or procedural guidance to council on the role and function of council and other City governance matters.
- **Emergency Meetings** – An Emergency Meeting may be called without notice requirements. An Emergency Meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency Meetings may be called by the Mayor or majority of councilmembers. The minutes will indicate the reason for the emergency.
- **Remote Meetings** – Any of the preceding meetings may be designated as a remote meeting during a state of emergency declared by the City, State, or federal government at the discretion of the Mayor, or by a quorum of the

City Council if allowed by law. A remote meeting is a meeting of the City Council during which a quorum or more of councilmembers appear or attend entirely by phone, the internet, or via other electronic means that allow real-time verbal communication during which all participants are simultaneously able to hear each other. Final action may be taken during remote meetings. Remote meetings are subject to all requirements of the Open Public Meetings Act. The public shall be provided with access and notice for all meetings as required by the Open Public Meetings Act.

At all council Meetings, a majority of the council shall constitute a quorum for the transaction of business.

All City meetings will be broadcast live using the Zoom meetings platform (or another similar platform at the discretion of the City Clerk) to allow residents to attend the meetings remotely. Public comment will be accepted by remote attendees at the appropriate portions of the meeting as defined in these Procedures & Guidelines.

Councilmembers and the Mayor may appear at a council meeting by remote connection. Councilmembers intending to attend a meeting remotely should notify the Mayor and City Clerk in advance of the meeting. In instances when the Mayor is remotely attending a meeting, the Mayor will still function as the Presiding Officer. These remote attendance guidelines do not apply to Remote Meetings as defined above.

The City Clerk or Assistant City Clerk shall attend all council meetings. If the City Clerk and the Assistant City Clerk are absent from any council meeting, the City Administrator shall appoint a Clerk for that meeting.

Any City employee shall attend a City Council meeting when requested by the Mayor or City Administrator for clarification or explanation of agenda items.

2.2 Rules of Order

All City Council meetings shall be guided by the most recent edition of *Robert's Rules of Order,* as published by Scott, Foresman and Company. A quick reference chart of the most common "Rules of Order" questions is attached as **Exhibit A.** The City Clerk shall act as parliamentarian during all meetings of the City Council.

The Mayor shall be addressed as "Mayor (surname)." Councilmembers shall be addressed as "Councilmember (surname)."

Councilmembers should speak to the issues in a civil manner, respecting the viewpoints of others, and focus on the issue at hand, sharing their own motives and reasons for supporting or not supporting an item for discussion in a polite manner towards each other and the public. Respect should be shown to present

and past councilmembers, the Mayor, and staff. If a motion is on the table, councilmember comments should speak to the motion. If an amendment to a motion is on the table, councilmember comments should speak only to the amendment.

The purpose of council discussion is to make known a councilmember's stance on a particular issue. Councilmembers should not use their comments in an attempt to debate their fellow councilmembers. Comments should be concise, succinct, and to the point. Rather than repeating other councilmembers' comments, councilmembers should simply express agreement with prior comments. Councilmembers may call a "point of order" if another councilmember persists in providing comment that is not germane to the issue.

Councilmembers may not email, text, or call anyone during a council meeting, except in an emergency. Councilmembers may not record or broadcast council meetings, aside from the City's authorized recording.

Councilmembers shall be seated in a manner acceptable to council. If there is a dispute, the council will decide by vote.

2.3 Public Comment

The City Council desires to allow a maximum opportunity for public comment. However, the business of the City must proceed in an orderly, timely manner. The purpose of a council meeting is to conduct the City's business; it is not a public forum.

The City Council will accept oral public comments at its Regular and Official Council Meetings. Oral comments may be made in person or by remote connection using the Zoom (or similar) meetings platform. Oral comments are not accepted at all other City Council meetings, unless specifically noticed on the agenda for the meeting.

The City Council will accept written comments on all agenda items when sent to mayorandcouncil@gigharborwa.gov.

During regular meetings, speakers will be allotted 3 minutes per individual, unless revised by the Mayor. The Mayor may allocate 5 minutes to speakers speaking on behalf of groups in attendance at the meeting.

In-person comments shall be made from the microphone, first giving the speaker's name and address. No in-person comments shall be made from any other location, and anyone making "out of order" comments may be subject to removal from the meeting.

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 discussion or comment on personalities or indulge in derogatory remarks or insinuations with regard to any councilmember, the Mayor, or any member of the staff or the public.

There will be no demonstrations during or at the conclusion of any public comment. These guidelines are intended to promote an orderly system for 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.

2.4 Role of the Mayor in Council Meetings

It shall be the duty of the Mayor to:

- Call the Meeting to order.
- Call the roll of councilmember attendance.
- Keep the meeting to its order of business.
- Control discussion in an orderly manner.
- Give every councilmember who wishes an opportunity to speak when recognized.
- Permit audience participation at the appropriate times.
- Require all speakers to speak to the question and to observe the rules of order.
- State each motion before it is voted upon.
- Put motions to a vote and announce the outcome.
- Decide all questions of order, subject to the right of appeal to the council by any councilmember.
- Attend all council meetings. In the event that the Mayor is unable to attend a council meeting, the Mayor Pro Tempore shall preside. In the event that both Mayor and Mayor Pro Tempore are unable to attend, council may pick a member to preside for that meeting.

The Mayor has the authority to preserve order at all meetings of the council, to cause removal of any person from any meeting for disorderly conduct, and to enforce these guidelines. The Mayor may command assistance of any peace officer to enforce all lawful orders of the Mayor to restore order at any meeting.

The Mayor shall have the authority to interpret and determine the application of these guidelines to any particular situation occurring during the course of that meeting, subject to an appeal and second by a councilmember, which places the matter before the full council.

2.5 City Council Regular Business Meeting Agendas

Consistent with Gig Harbor Municipal Code Chapter 2.04.030, the agenda for regular business meetings of the council shall be set by the Mayor and City Administrator. Any one of the City's elected officials may place an item on the agenda as long as the item is submitted to the City Administrator a minimum of five working days prior to the council meeting. Other parties desiring to place an

item on the agenda shall submit the item to the City Administrator or Mayor at least five calendar days prior to the council meetings. The City Administrator and the Mayor shall solely determine whether items submitted by other parties shall appear on any City Council agenda.

The accepted order of business for the regular business meetings of the council shall be transacted as follows. The City Administrator or Mayor may rearrange items on the agenda to conduct the business before the council more expeditiously.

I. CALL TO ORDER / ROLL CALL

The Mayor (or Mayor Pro Tempore in the absence of the Mayor) shall call to order the meeting of each City Council meeting. The Mayor shall call the names of each councilmember who will respond in the affirmative if present.

Councilmembers not present at Roll Call of a meeting shall be declared "excused" (if an acceptable reason for the absence was provided in advance of the meeting) or "absent" by the Mayor. Council may reverse the Mayor's declaration by a majority vote. Councilmembers arriving late to the meeting shall be recorded as "present" at the meeting with their arrival time noted in the minutes.

II. PLEDGE OF ALLEGIANCE

The Mayor shall lead the council, staff, and all others present in reciting the Pledge of Allegiance at the beginning of each Regular Business Meeting.

III. LAND ACKNOWLEDGMENT

At the beginning of each Regular Business Meeting of the City Council, the Mayor shall read the following 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 sxʷəbabč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of their people, the original inhabitants of the Gig Harbor area."

IV. CHANGES TO THE AGENDA

Councilmembers or the Mayor may make suggested changes to the agenda. Councilmembers wishing to bring up new items for discussion should do so at this time. Changes to the agenda will be approved by a majority vote of the council.

V. PUBLIC COMMENT ON CONSENT AGENDA ITEMS AND ITEMS NOT ON THE AGENDA

Public Comment on consent agenda items and items not on the agenda shall be accepted in accordance with Section 2.3 of these Procedures and Guidelines.

During public comment, the Mayor may recognize any councilmember or City staff for the limited purpose of providing a brief response, comment, or summary of expected action. No debate of the merits of the item should occur at this time. Any councilmember may indicate that he or she desires to discuss the matter further on the agenda (under Comments from Council, or as otherwise determined by the Mayor).

VI. CONSENT AGENDA

Each agenda shall include a “consent agenda” in the order of business. When the City Administrator and Mayor determine that any item of business requires action by the council, but is of a routine and noncontroversial nature, they may cause such item to be presented at a regular meeting of the council as part of the consent agenda.

The reference material for all matters listed within the consent agenda shall be distributed to each member of the City Council for their review prior to the meeting. Matters on such consent agenda shall be considered to be routine and may be enacted by a single motion of the council with no separate discussion unless removed from the consent agenda as hereinafter provided.

If separate discussion of any consent agenda item is desired, that item may be removed from the consent agenda at the request of any individual councilmember. At the conclusion of passage of the consent agenda, those items removed at the request of any individual councilmember shall either be discussed and acted upon before proceeding to the next item of business on the agenda or shall be set to a later position on the agenda for that meeting.

Approval of the motion to approve the consent agenda shall be fully equivalent to approval, adoption, or enactment of each motion, resolution, or other item of business thereon, exactly as if each had been acted upon individually.

VII. PRESENTATIONS

This portion of the meeting is reserved for presentations from individuals or organizations outside of City government. Presentations will be added to the agenda at the discretion of the Mayor and City Administrator or at the request of individual councilmembers.

Presentations should strive to be no longer than 15 minutes in length, not including questions from council.

VIII. MAYOR'S REPORT

IX. CITY ADMINISTRATOR'S REPORT

X. BUSINESS ITEMS

The sequence of steps for considering business items shall be:

a) Staff report
b) Clarifying questions from council
c) Public Comment
d) Council deliberation and action

Public comment will be allowed on all business agenda items unless the matter was previously considered under a formal Public Hearing and the hearing has been closed, or if the matter is governed by ordinance or statute that prohibits the receipt of public comment.

Public comment on business items shall be accepted in accordance with Section 2.3 of these Procedures and Guidelines. Speakers at all times must confine their remarks to those facts which are germane and relevant, as determined by the Mayor, to the questions or matter under discussion.

Councilmembers should refrain from making motions until the step for council deliberation and action, after taking public comment.

XI. STAFF REPORTS

This portion of the meeting is reserved for presentations from City staff only. Staff reports will be added to the agenda at the request of staff and/or at the discretion of the Mayor and City Administrator, or at the request of individual councilmembers. Actions taken during this portion of the meeting should be limited to providing guidance and direction to the Mayor to direct staff.

XII. COUNCILMEMBER REPORTS & COMMENTS

This portion of the meeting is reserved for reports from the Council Committee chairs and other general comments from councilmembers. This portion of the meeting is the time for councilmembers to introduce new items for consideration. Councilmembers may bring up suggestions and ideas and, with majority of council concurrence, may direct the Mayor to direct staff to analyze and prepare a brief report on the issue.

XIII. ANNOUNCEMENT OF UPCOMING MEETINGS

A list of upcoming meetings with proposed agenda items shall be included in each packet along with the City's Strategic Plan.

XIV. EXECUTIVE SESSION

The council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110.

Before convening an Executive Session, the Mayor shall announce the purpose of the session, the anticipated time when the session will be concluded, and if any business or action is anticipated to be conducted by council after the Executive Session. Should the Session require more time, a public announcement shall be made that the Session is being extended.

Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Session, to ensure that the City's position is not compromised. Confidentiality also includes information provided to councilmembers outside Executive Session when the information is considered to be exempt from disclosure under State law. State statute prohibits both the disclosure of confidential information and its use for personal gain or benefit.

If the council, in Executive Session, has given direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue. Prior to discussing the information with anyone other than fellow councilmembers, the City Attorney, or City staff designated by the City Administrator, councilmembers should review such potential discussion with the City Administrator. Any councilmember having such contact or discussion shall make full disclosure to the City Administrator and/or the City Council in a timely manner.

XV. ADJOURN

Meetings shall be adjourned by a motion, second, and majority vote of the council.

2.6 Voting

Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any councilmember, a roll call vote shall be taken by the Mayor.

The passage of any ordinance, grant, or revocation of franchise or license, any resolution for the payment of money, and any approval of warrants shall require the affirmative vote of at least a majority of the whole membership of the council.

The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency, such as a budget

amendment, shall require the affirmative vote of at least a majority plus one of the whole membership of the council.

The passage of any motion or resolution shall require the affirmative vote of at least a majority of the membership of the council who are present and eligible to vote, unless otherwise required by provisions of State law, the Gig Harbor Municipal Code, or these guidelines.

In the situation where the City Attorney states that a councilmember's participation would violate, or appears to be violating, the appearance of fairness doctrine by failure to recuse, a super majority (majority plus one of members present) of the nonaffected councilmembers may vote to require the affected member not to participate in a particular proceeding and, if so, the affected councilmember's vote shall not be counted and the affected councilmember shall not participate in the proceeding.

Councilmembers who are board members with an outside agency that is being considered for funding with the City may not put a motion forward or vote on the motion. If a councilmember could secure special privileges or exemptions for himself, herself, or others from a particular council discussion and/or action, that councilmember must recuse himself or herself from voting on that issue.

A motion by a councilmember to "call the question" allows a vote on the pending motion to immediately take place. Prior to the vote on the motion to call the question, the Mayor will inform council of the number of councilmembers still waiting to speak.

All votes on final actions taken by the City Council will be recorded in the City Council Vote Tracker posted on the City's website.

2.7 Enacted Ordinances, Resolutions and Motions

An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules or regulations relating to the operation and corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or where such conduct is enforced by penalty.

An enacted resolution is an administrative act, which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.

An enacted motion is a form of action taken by the council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law, and where such motion is not in conflict with

existing State or Federal statutes, City ordinances, resolutions, or these guidelines.

On occasion, council may give direction or express its intention by consensus. Consensus is achieved when a direction is provided and receives stated approval with no objections raised by councilmembers. To avoid ambiguity that can arise from consensus decision-making, and to provide staff with concise directions, council should formalize their intent by motion whenever possible.

2.8 Reconsideration

Any action of the council shall be subject to a motion to reconsider. Reconsideration can be requested only by motion of a member of the prevailing side of the original motion. A motion to reconsider must be made at the next regular meeting after the meeting in which the original motion was considered. A motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter shall be added to the agenda of the next regular meeting.

2.9 Meeting Packets

The City Clerk shall prepare the meeting packet for all council meetings containing the agenda, all reports of Council Committees, all documentary materials upon which council action is to be taken, and copies of all minutes to be approved. The agenda and packet shall be published on the City's website before 5:00 p.m. five calendar days before the meeting date. Items may be revised or added to the agenda after publication, subject to the Mayor's discretion. Presentation materials (i.e., PowerPoint files) will be added to the online meeting packet as soon as they are available in advance of the meeting.

Councilmembers and affected staff should read the agenda material and ask clarification questions prior to the council meeting, when possible. Printed copies of the meeting packet will be provided to the Mayor, councilmembers, and staff upon request.

2.10 Minutes

Minutes of City Council Meetings shall be recorded and signed by the City Clerk or their designee. Minutes of City Council business meetings shall be approved by council at the subsequent regular business meeting. Minutes of City Council study sessions and Council Committees shall be submitted to council as part of the consent agenda at a subsequent regular business meeting.

In order to maximize personnel resources in a cost-effective and efficient manner, and to preserve an accurate and concise record, minutes of all City meetings shall be recorded as "action minutes" and shall include the following:

- Name of the body.
- Date, hour, and place of the meeting.

- The names of members in attendance and members absent. If a member arrives late or departs before adjournment, the minutes should reflect the time of arrival and/or departure at that point in the minutes.
- Whether it is a regular, adjourned, or special meeting.
- Time the meeting commenced. Time of meeting recess (if any).
- Topics of business.
- Actions taken on each business item.
- Record of motions and votes.
- Direction given to staff by general consensus.
- Oral communications/public comment need only reference the name of the person, subject matter addressed, and direction given from council (if any).
- Adjournment time and, if applicable, whether the meeting was adjourned to another time prior to the next regular meeting.
- Signature block for the City Clerk.

ARTICLE 3 – COUNCIL COMMITTEES

3.1 Council Committees Defined

Council may form *ad hoc* committees to address specific issues as needed.

Each Council Committee shall have a designated staff person assigned by the City Administrator who will assist the committee with scheduling meetings, preparing packet materials, and taking action minutes of the meetings.

3.2 Committee Meetings

All Council Committee meetings shall be subject to all provisions of the OPMA. Committees shall meet during regular working hours unless an emergency exists. Meeting agendas shall be posted five calendar days prior to the committee meeting unless an emergency exists.

It shall be the right and responsibility of each Department Head to make their position known to the Council Committee on each matter for council action affecting the Department referred to the committee.

3.3 Duties of the Chair

Each Council Committee shall have an elected chair. The chair of the respective Council Committees shall have the following responsibilities:

- Schedule and attend meetings of the committee, which shall be open to members of the public.
- Determine the need to cancel a scheduled committee meeting.
- Determine the need to call a meeting of the committee.
- Work with other committee members, the Mayor, and City staff to develop the agenda for each meeting.
- Ensure that the committee adheres to the defined scope of business for that committee.
- Determine the appropriateness of accepting public comment during committee meetings.

3.4 Actions Taken by the Committees

The chief duty of Council Committees is to take up matters referred to them by the City Council. Motions made at a committee meeting should be phrased as recommendations to council on specific actions to be taken.

Council Committees do not have the authority to take action on behalf of council. Council Committees may not direct the Mayor or staff. Council Committees may make recommendations to the Mayor on administrative actions within the scope of the committee, but these recommendations should be informal; the Mayor is not obligated to adhere to these recommendations. Council Committees cannot terminate an action or request by staff or the public. They can only provide council a recommendation on the topic.

ARTICLE 4 – MAYOR PRO TEMPORE

4.1 Appointment

Pursuant to RCW 35A.12.065 and consistent with GHMC Chapter 2.14, annually at the second regular business meeting in January, council shall elect from their number a Mayor Pro Tempore who shall hold office at the pleasure of council. Council may, as the need may arise, appoint any qualified person to serve as Mayor Pro Tempore in the absence or temporary disability of the Mayor. The Mayor Pro Tempore shall have such powers and authority, in the absence or temporary disability of the Mayor, as specified in these Guidelines.

4.2 Authority

The Mayor Pro Tempore shall have authority to preside over meetings of council, sign warrants and written contracts, and perform other administrative duties of the Mayor, but only for such period of time as the Mayor is absent or temporarily disabled, as defined herein, and only to the extent necessary for the efficient conduct of the business of the City.

The Mayor Pro Tempore shall have the authority to act as the Mayor in the Mayor's absence only when the Mayor is away and cannot perform duties that cannot await their return or that cannot be performed by telephone or other type of communications link. The authority of the Mayor Pro Tempore to act under authority of these Guidelines shall end upon the Mayor's return or the removal of any temporary disability. The Mayor Pro Tempore shall not delegate the authority herein granted to another City official.

The Mayor Pro Tempore shall not in any case have the authority to appoint or remove City officers and employees, to veto ordinances, to adopt or repeal administrative procedures, or to reorganize the administration of the City.

4.3 Absence or Temporary Disability of the Mayor Defined

For purposes of these Guidelines, the "absence or temporary disability of the Mayor" shall mean that due to absence or illness, the Mayor is unable to perform the regular duties of their office. In application of the foregoing definition, the following shall apply:

- The Mayor shall not be deemed temporarily disabled if, due to illness, he or she is unable to perform some of the duties, such as attending a Council Meeting, if he or she is able to perform other duties of the office on an ongoing basis.
- During such times as City offices are closed, the Mayor Pro Tempore shall have authority to act in the Mayor's absence only with respect to such emergencies that require the Mayor's presence.

4.4 Mayor’s Salary for the Mayor Pro Tempore During Extended Absence or Disability of the Mayor

The Mayor Pro Tempore shall not receive the Mayor's salary during the extended absence or disability of the Mayor, provided, the council may by ordinance provide for such compensation for the Mayor Pro Tempore.

ARTICLE 5 – ADVISORY BOARDS, COMMISSIONS, & COMMITTEES

5.1 Purpose and Application

The purpose of this section is to establish general provisions applicable to all Advisory Boards. The provisions of this article govern Advisory Boards unless otherwise specifically provided by ordinance, motion, or resolution of the City Council, or as may be required by State law.

An "Advisory Board" means any board, committee, or commission created by the City Council to give advice on subjects and perform such other functions as prescribed by the City Council. Advisory Boards also include task forces, informal committees, or working groups formed by City Council resolution for short periods of time or for specific tasks.

The City of Gig Harbor's Advisory Boards are fundamental to encouraging the use of citizen talent and interest in affairs of the City. Our residents have enjoyed a long tradition of participation in City government. Through representation on boards and commissions, Gig Harbor residents are offered an important avenue to help create effective and equitable policies. Citizen involvement contributes to the success of government and the quality of life enjoyed by everyone in the community.

5.2 Formation of Advisory Boards

All standing Advisory Boards shall be established in the Gig Harbor Municipal Code. Current standing Advisory Boards include:

- Arts Commission
- Civil Service Commission
- Design Review Board
- Lodging Tax Advisory Committee
- Parks Commission
- Planning Commission
- Salary Commission

Council may also create *ad hoc* Advisory Boards, such as blue ribbon work groups and task force groups, by resolution. Such Advisory Boards are subject to the same provisions of this article.

5.3 Scope of Work

Each Advisory Board, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by the City Council to determine its effectiveness. This statement of purpose, as well as other information regarding duties and responsibilities, will be made available to all members when appointed.

The City Council may determine any specific guidelines or tasks to be referred to the Advisory Board by motion or resolution.

Each Advisory Board may develop an annual work plan, within the jurisdiction and area of responsibility assigned to the board in the Gig Harbor Municipal Code. All work plans must be approved by the City Council and carried out under the direction of the Mayor.

5.4 Membership and Residency Requirements

The number of members and any specific qualifications of each standing Advisory Board shall be set forth in the Gig Harbor Municipal Code.

Unless otherwise specifically provided in the Gig Harbor Municipal Code, or as may be required by State law, each person at the time of nomination, and continuing uninterrupted thereafter while serving on an Advisory Board, shall be a resident of the greater Gig Harbor area within Pierce County (west of the Tacoma Narrows Bridge and east of the Purdy Bridge).

5.5 Appointment Process

Appointments to Advisory Boards shall be made by the Mayor as specified in the Gig Harbor Municipal Code.

The City Clerk shall be responsible to recruit applicants for Advisory Board vacancies. Upcoming vacancies will be noticed on the City's website and through various other outreach methods, as appropriate. The City Clerk will establish an application form and application deadlines to facilitate timely appointment of candidates.

All interested candidates must submit an Advisory Board application on the City's website to be eligible for consideration. Current members seeking reappointment are required to submit an application.

Following selection for appointment by the Mayor, candidates will be introduced to council at a study session. Candidates shall be deemed appointed and shall commence service after confirmation by the City Council on the consent agenda of a regular City Council Meeting.

5.6 Appointment Terms

Each appointee shall be assigned a specific numbered position on each Advisory Board. Each confirmation motion by the council shall include an ending date and term for the position to which the person is appointed and such information shall be entered into the council minutes.

Unless otherwise specified in the Gig Harbor Municipal Code or by State law, all appointment terms shall be for a period of three years.

At the expiration of a member's term, the member may hold over and continue to serve as a member until the member or a successor is appointed and confirmed by the council.

5.7 Vacancies

Vacancies shall be filled for the unexpired term in the same manner as the original appointment. Membership vacancies shall be filled for the unexpired term.

Any member may be removed by the Mayor, if, in the Mayor's determination, that removal is in the best interest of the City. Removal should not occur for disagreement with an official recommendation of the board or its members. The Mayor may also remove any member who has violated the provisions of these Guidelines or the Gig Harbor Municipal Code. The Mayor may also remove members who have three or more consecutive unexcused absences from regular Advisory Board meetings.

5.8 Expectations of Advisory Board Members

It is imperative that board members recognize they are in a critical position to shape and influence board decisions and actions. It is important that each member keeps informed and up to date on issues and statutes affecting their board.

Regular attendance is essential so that decisions will represent the opinions of the board as a whole. In addition, regular attendance enables board members to keep abreast of board concerns and helps ensure that issues are examined from a variety of perspectives. A person may forfeit their position on the board as a result of poor attendance.

Effective board members will:

- Attend all board meetings and be well prepared for meetings.
- Recognize that serving the public interest is the top priority.
- Recognize that the board must operate in an open and public manner.
- Be knowledgeable about the legislative process and issues affecting the board.
- Examine all available evidence before making a judgment.
- Communicate well and participate in group discussions.
- Remain aware that authority to act is granted to the board as a whole, not to individual members.
- Exhibit a willingness to work with the group in making decisions.
- Recognize that compromise may be necessary to reach consensus.
- Ensure personal feelings toward other board members or staff do not interfere with their judgment.

If a member is unable to complete their term, they should inform the City Clerk's Office and the staff liaison for the board. An email or letter of resignation should

be sent to the City Clerk indicating the date the resignation is effective and whether the member is able to serve until a replacement is named.

5.9 Chair and Vice Chair - Identification and Election

Each Advisory Board shall elect from its membership a presiding officer who shall be referred to as Chair, and such officer shall serve for one year. Each Advisory Board shall also elect from its membership a Vice Chair who shall perform the duties of the Chair in the absence of the Chair, and such officer shall serve for one year. Elections should be held at the first regular meeting of each year.

The Chair shall:

- Work with staff liaison to prepare agendas
- Preside at all meetings
- Call the meeting to order at the scheduled time
- Verify the presence of a quorum
- "Process" all motions (state the motion prior to discussion, restate the motion just prior to the vote, announce the result of the vote)
- Facilitate meetings by staying on track and adhering to time constraints
- Rule on any points of order using Roberts Rules of Order as guidance
- Conduct the meeting in a fair and equitable manner
- Maintain neutrality to facilitate debate
- Serve as official representative of the commission or designate another commissioner

The Vice Chair shall:

- In the absence of the Chair, assume the role of the Chair
- Preside at any meeting where the Chair is absent
- Work in partnership with the Chair

5.10 Quorums, Transacting Business

A majority of the appointed members of the Advisory Board shall constitute a quorum for the transaction of business. An affirmative vote of the majority of a quorum in attendance at any meeting shall be necessary to transact business or carry any proposition.

5.11 Conflicts of Interest

If any members of an Advisory Board conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Advisory Board so that they cannot discharge their duties on such an Advisory Board, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5.12 Liaisons and Representatives

The Mayor shall designate a staff person to function as the primary support person for each Advisory Board. The designated staff person will serve as the liaison between the Advisory Board and the City Council, other Advisory Boards, and City staff. The designated staff liaison may request the assistance of the Chair or Vice Chair in relaying Advisory Board matters to other bodies.

The primary function of the staff liaison is to carry out the rules, policies, and programs developed by the board. In addition, staff members notify board members of pertinent issues and legislative activity. They also arrange meetings, prepare meeting materials, compile background information, and conduct research.

5.13 Procedures, Records, and Minutes

Rules of order not specified by statute, ordinance, or council resolution shall be guided by the principles of Robert's Rules of Order. Advisory Boards should not allow strict adherence to Roberts Rules of Order to impede the board in conducting its business.

The City Clerk shall provide for the taking of action minutes, as defined in Section 2.10 of these Guidelines, and maintaining the records of all regular and special meetings.

5.14 Meetings

Each Advisory Board shall hold regular public meetings at such times and places as determined by the Advisory Board with the concurrence of the Mayor. All meetings of an Advisory Board shall be subject to all requirements of the Open Public Meetings Act (OPMA). All members of governing bodies must complete OPMA training. Training must be completed within 90 days of assuming duties.

Advisory Boards are required to take oral public comment at each of their regular meetings. Oral comments may be made in person or by remote connection using the Zoom (or similar) meetings platform. Comments are subject to a 3-minute time limit and the other provisions of Section 2.3 of these Guidelines.

Advisory Boards may request special meetings to deal with specific matters. Special meetings may only be held with the consent of the Mayor.

5.15 Subcommittees

Advisory Boards may form subcommittees to address specific tasks or issues assigned to an Advisory Board. All subcommittees must be approved by the Mayor and all meetings of subcommittees are subject to the Open Public Meetings Act.

5.16 Communications with City Council

Expressions of an Advisory Board's position, recommendation, or request for any action shall be in the form of a motion or other written communication, setting forth the reasons, facts, policies, and/or findings of the body supporting the communication, and shall be directed to the City Council. Such communications shall be conveyed to council by the staff liaison designated to support the Advisory Board. Staff liaisons shall regularly report to the City Council on board activities.

Advisory Board members are appointed by the City Council on the basis of their expertise or passion for the subject matter of each Advisory Board. As such, councilmembers should not attempt to influence or persuade Advisory Board members on matters referred to the Advisory Board. Similarly, Advisory Board members should not reach out individually to councilmembers to seek direction or guidance. Communications between the City Council and an Advisory Board should be conducted through the designated staff liaison for each Advisory Board.

5.17 Communications with the Public

In general, Advisory Board communication with the public should be restricted to the staff liaison assigned to each Advisory Board. Members should not represent themselves as Advisory Board members unless they have specifically been directed to do so by the Advisory Board in consultation with the staff liaison.

5.18 Communications with Other Advisory Board Members

Advisory Board members should not communicate directly with other members of the same Advisory Board on official Advisory Board business outside of their meetings. Such communications should be directed toward staff liaisons who can inform other board members as necessary in advance of the next meeting.

Communications between individual board members can easily lead to “serial meetings” which violate the Open Public Meetings Act. A serial meeting occurs when a majority of members have a series of smaller gatherings or communications that results in a majority of the body collectively discussing board matters, even if a majority is never part of any one communication.

5.19 Lobbying Efforts

Advisory Boards shall not lobby on legislative or political matters unless specifically directed or authorized to do so by the City Council or the Mayor. A member of the Advisory Board is not authorized to speak for the board, unless the board has expressly authorized the member’s communication and no board member is authorized to speak on behalf of the City. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that the member is not speaking as a representative of the City or as a member of an Advisory Board.

5.20 Compensation and Reimbursement of Expenses

Members of Advisory Boards shall serve without compensation. Members shall be reimbursed for authorized travel expenses incidental to that service, which are authorized in advance by the Mayor.

ARTICLE 6 – COUNCILMEMBER COMMUNICATIONS

6.1 General Communications

All City-related correspondence from councilmembers should come from the councilmember's City-assigned email account. Personal email accounts and texting from personal phones shall not be used when communicating with each other, staff, or residents on City business. If personal devices are used for City business or contain City records, those personal devices may need to be searched in order to fully respond to public records requests and may eventually be subpoenaed as evidence in public records disclosure cases. Further, any City document contained on a personal device must be retained according to the State prescribed retention schedules.

6.2 Communications with Other Councilmembers

When communicating with each other outside of City Council meetings, councilmembers should be mindful of avoiding creating a serial meeting in violation of the Open Public Meetings Act (OPMA). It is important to remember that serial meetings are not limited to simple email chains. They can be created by a combination of personal conversations, text messages, emails, or other forms of communication.

Emails sent to the entire council should be strictly *informational* in nature. Opinions should be withheld from emails and should be shared during a noticed public meeting. Once one councilmember has stated their opinion on a group email, all other councilmembers are thereafter prevented from stating their own opinions on the matter via email. The spirit of the OPMA is that councilmembers should express their ideas and opinions openly and transparently in a public meeting. City Council meetings and study sessions are the appropriate time to make known opinions and discuss ideas amongst council.

6.3 Communications with the Public

Councilmembers are free to discuss their ideas and opinions with residents. When stating an opinion or preference, councilmembers should be clear that they are not speaking on behalf of the City or the City Council, unless council has formally stated a position or direction. Councilmember communications with the public should be consistent with the Purpose & Scope outlined in Article 1.

6.4 Communications with Staff

The City Administrator is the primary point of contact between City Council and staff. Councilmembers may contact Department Directors to inquire about issues and/or seek information. Department Directors are responsible to notify the City Administrator of this conversation for administrative purposes.

Staff time is a valuable resource for the City. Councilmembers should be considerate of staff members' time. If a councilmember is requiring too much

staff attention, the Mayor may take measures to reduce the amount of time staff spends responding to the councilmember's requests.

Similarly, the City Attorney is available to address questions and concerns raised by councilmembers. The City Attorney will treat conversations with councilmembers with discretion and maintain confidentiality, unless the City Attorney determines it is in the best interest of the City to share the details of the conversation with the Mayor or City Administrator. Councilmembers should not share the content of any conversation with the City Attorney with anyone else, with the exception of other councilmembers and senior staff, as that communication may be protected as Attorney-Client Privileged Communication.

Councilmembers may not direct staff in any manner. Suggestions for staff direction must be directed to the Mayor or City Administrator. Ideas and proposals that may impact the City's budget or staff time should first be brought up with the City Administrator.

Whenever possible, councilmembers will contact the staff member noted on the Council Bill or study session memorandum in advance of council meetings with key questions. This will allow staff to be prepared at the meeting and lead to enhanced council/staff relationships. The City Council should respect the professional advice from staff.

Governance of the City relies on the cooperative efforts of elected officials who set policy and the City staff who implement and administer the council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.

Councilmembers shall treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff is not acceptable.

Councilmembers shall never demean or personally attack an employee regarding the employee's job performance in public. All employee performance issues shall be forwarded to the City Administrator through private correspondence or conversation.

Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, collection of petition signatures, etc.) from City staff. City staff may, as private citizens within their constitutional rights, support political candidates, but all such activities must be done away from the workplace. Photographs of uniformed City employees shall not be used in political ads.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions of the City are based on merit, qualifications,

and abilities. The City does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, sexual orientation, age, disability, or any other characteristic protected by law. This governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Councilmembers shall treat employees and each other in a manner consistent with this City policy to prevent unlawful discrimination and promote an inclusive positive work environment and working relationships.

6.5 Lobbying Efforts

Councilmembers shall not lobby on behalf of the City on State legislative or political matters, unless the City Council has formally taken a position on the matter. A councilmember is not authorized to speak for the council, unless the council has expressly authorized the member's communication. An individual councilmember is free to voice a position, oral or written, on any issue as long as it is made clear that the councilmember is not speaking as a representative of the City.

Per RCW 42.17A, councilmembers and other City officials are not allowed to encourage residents to call legislators or the legislative hotline to comment on legislation.

6.6 Responding to Emails Sent to mayorandcouncil@gigharborwa.gov

The City maintains the email address mayorandcouncil@gigharborwa.gov as a convenience for residents to email the Mayor and all councilmembers at once. The City Administrator, City Clerk, and Assistant City Clerk are copied on all emails sent to this address.

It is the responsibility of the Mayor to acknowledge and address each email sent to this address. The Mayor may delegate the acknowledgement and response to the City Administrator or another appropriate staff member. Council will be copied on all responses to these emails.

Councilmembers are free to individually respond to any email sent to this email address. Councilmembers should not "reply all" to any emails sent to this address.

ARTICLE 7 – PROCLAMATION POLICY

It is the policy of the City to consider requests to proclaim certain events or causes when such proclamations pertain to a Gig Harbor event, person, organization, or cause with local implications. The City will consider requests that are timely, have potential relevance to a majority of Gig Harbor's population, and either forward positive messages or call upon the support of the community.

The following guidelines and requirements apply to requests for consideration of proclamations which are read at council meetings:

- The person(s) or organization making the request must submit a completed application requesting a City Proclamation. The City Clerk shall be responsible for developing a request form and collecting applications. The request should be made at least three weeks in advance of the requested council meeting.

- The Mayor, in consultation with the City Administrator, City Attorney, and other appropriate staff, shall approve or reject proclamation requests in accordance with the intent of this policy. The Mayor has the discretion to modify, edit, or otherwise amend the proposed proclamation. The Mayor retains the right to decide if the proclamation will or will not be issued. If not approved, the applicant will be notified of the decision and the reason(s) for the decision.

- Once approved, the proclamation will be included on the appropriate council agenda. Council will make no more than two proclamations at a council meeting.

- Either the person making the request or a representative of the organization making the request must be present at the council meeting to accept the proclamation.

The Mayor may issue proclamations consistent with this policy without receiving an application from a person or organization. Councilmembers may individually submit requests for proclamations under the same guidelines and procedure listed above. The City Council may, by majority vote, direct the Mayor to prepare a resolution in lieu of a proclamation to be read at a future meeting.

If a person or organization requests a proclamation for an event or presentation and does not request it be read at a council meeting, the same policy will apply. The requestor must arrange with the City Clerk's Office to either pick up the proclamation or have it mailed. Upon request, the Mayor (or a councilmember or staff person designated by the Mayor) may attend an event to read a proclamation.

ARTICLE 8 – COUNCIL VACANCIES

8.1 Declaration of Council Vacancy

In the event of a vacancy in a councilmember office, the City Council shall, by majority vote, choose and appoint a councilmember to fill said vacancy. Pursuant to State law, a vacancy on the City Council shall be filled to serve the remainder of the unexpired term.

A council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a councilmember. The councilmember who is vacating his or her position cannot participate in the appointment process.

The City Council shall direct staff to begin the councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.

8.2 Procedure to Recruit Applicants to Fill a Council Vacancy

The City Clerk's Office shall prepare and submit notice to the City's official newspaper, with courtesy copies to other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of Gig Harbor, and (b) have a one-year residency in the City of Gig Harbor. This display advertisement shall be published once each week for two consecutive weeks. This display advertisement shall contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, councilmember powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate. Notice of the vacancy will be provided to current members of the City's Advisory Boards.

The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available online and at the Civic Center. Applications received by the deadline date and time will be copied and circulated by the City Clerk's Office to the Mayor and City Council.

8.3 Council Applicant Interviews

The City Clerk's Office shall publish public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special City Council meeting. The City Clerk's Office shall notify applicants of the location, date, and time of City Council interviews.

At the beginning of the interview meeting, each applicant will be provided three minutes to introduce themselves and state the reasons for their candidacy. Following these introductory statements, councilmembers will identify by paper ballot the unranked names of four applicants they would like to interview for the vacancy. The name of the councilmember and the names of their four selected applicants shall be read aloud by the City Clerk. The four applicants who receive the most selections will be interviewed in an open forum. In the event of a tie, councilmembers shall vote for their preferred applicant by paper ballot to be read aloud by the City Clerk.

Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each councilmember. Interview questions will be collected, modified, and edited to eliminate redundancy. These questions will be asked of each applicant selected for an interview in a forum setting with all four applicants present. Applicants will alternate the order of answering questions so that applicants take turns being the first to respond. Each applicant will have two minutes to answer each question.

Following the predetermined interview question period, councilmembers may ask follow-up questions of individual applicants.

8.4 Voting and Appointment of a New Councilmember

Upon completion of the interviews, councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations, and votes taken by the council shall be in open public session.

Following the interviews, the Mayor shall ask for nominations from the councilmembers for the purpose of creating a group of candidates to consider. No second is needed. Nominations are closed by a motion, second, and majority vote of the council. Councilmembers may deliberate on such matters as criteria for selection and the nominated group of candidates.

The Mayor shall poll councilmembers to ascertain that councilmembers are prepared to vote. The City Clerk shall pass out polling slips and instruct each councilmember to write their name on the top of the slip, and the name of their preferred candidate on the bottom. The Clerk will then collect all slips and read the results into the record. If no applicant receives four or more votes, then a second written poll is conducted, but with the nominee(s) who received the fewest votes on the first vote removed from consideration. Voting will continue until a nominee receives a majority vote of the remaining councilmembers. At any time during the election process, the City Council may postpone elections until a date certain or regular meeting if a majority vote has not been received.

Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.

The Mayor shall declare the nominee receiving the majority vote as the new councilmember and shall be sworn into office by the City Clerk at the earliest opportunity or no later than the next regularly scheduled City Council meeting.

If the City Council does not appoint a qualified person to fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to Pierce County.

ARTICLE 9 - DELEGATION OF PURCHASING AUTHORITY

The mayor is authorized to enter into purchasing agreements, public works contracts, professional services contracts, and interlocal agreements up to $100,000, provided that the expenditure is identified in the current city budget and the contract does not exceed the amount identified in the current city budget.

The mayor is further authorized to enter into purchasing agreements, public works contracts, professional services contracts, and interlocal agreements *which are not identified in the current city budget or that exceed the amount specified in the current city budget* up to $100,000, provided that:

a) The city administrator has determined that the expenditure falls within the normal functions of the city and is an implied or anticipated expense within the current city budget.
b) The finance director has determined that such expenditure will not require a future amendment to the current city budget.

The mayor is authorized to enter into agreements where no expenditure is incurred to facilitate cooperative arrangements with other local agencies in support of normal functions of the city.

The city administrator will ensure that council is informed about all agreements signed under this delegation of authority by verbal staff reports at a council meeting and/or written department update reports.

The provisions of this article supersede the approval authority provisions of Resolution 1066 (adopted January 23, 2017). The purchasing and contracting procedures of Resolution 1066 remain in place and unchanged by this article.

EXHIBIT A – PARLIAMENTARY PROCEDURE AT A GLANCE

To do this:	You say this:	May you interrupt speaker?	Must be seconded?	Is motion debatable?	Vote required
Introduce business	“I move that …"	NO	YES	YES	MAJORITY
Amend a motion	“I move to amend this motion”	NO	YES	YES	MAJORITY
Request information	“Point of information”	YES	NO	NO	NO VOTE
Suspend further discussion	"I move we table it”	NO	YES	NO	MAJORITY
End debate	“I call the question ...”	NO	YES	NO	2/3 VOTE
Postpone discussion	“I move we postpone this matter until...”	NO	YES	YES	MAJORITY
Have something further studied by a committee	“I move we refer...”	NO	YES	YES	MAJORITY
Ask for a vote count to verify a voice vote	“I call for a roll call vote”	NO	NO	NO	NO VOTE
Object to considering some matter	“I object to consideration of this”	YES	NO	NO	2/3 VOTE
Take up a matter previously tabled	“I move to take from the table...”	NO	YES	NO	MAJORITY
Reconsider something already disposed of	“I move we reconsider action on …”	YES	YES	YES	MAJORITY
Consider something in unscheduled order	“I move we suspend the guidelines and ...”	NO	YES	NO	2/3 VOTE
Vote on a ruling by the chair	“I appeal the chair’s decision”	YES	YES	YES	MAJORITY
Object to procedure or personal affront--chair decides	“Point of order”	YES	NO	NO	NO VOTE
Complain about noise, room temperature, etc.	“Point of privilege”	YES	NO	NO	NO VOTE
Recess the meeting	“I move that we recess until ...”	NO	YES	NO	MAJORITY
Adjourn the meeting	“I move that we adjourn”	NO	YES	NO	MAJORITY

2024 Comprehensive Plan Periodic Update

City Council Briefing| May 2023

Project Team

Bill Grimes, AICP
Project manager

Sharese Graham, PMP
SEPA/EIS Lead

Aaron Qualls, AICP
Policy Lead

Kendra Breiland, AICP
Transportation Lead

Victor Salemann, PE
Modeling Lead

GIG HARBOR
"THE MARITIME CITY"

- Principal-in-Charge — Dan Penrose, AICP
- Project Manager/ Engagement Lead — William Grimes, AICP
- Policy Lead — Aaron Qualls, AICP
- SEPA/EIS Lead — Sharese Graham, PMP
- GMA Compliance/ Code Audit — Malissa Paulsen
- Land Use — Alicia Ayars
- Graphics/Publication — Hillary Kirby
- GIS Lead — Cori Benge
- Transit-Oriented Development — Shareefa Abdulsalam, AICP
- Economic Lead — Brian Vanneman[1], AICP
- Utility System Analysis — Aaron Knight, PE
- Transportation Lead — Kendra Breiland, AICP[2]
- Transportation Support — Carmen Kwan, PE[2]

Scope of Work

Phase 1: Project management
Kickoff, status reporting, coordination

Phase 2: Understanding (now)
Demographics, policy framework, engagement

Phase 3: Comprehensive Plan Update (now)
Land use forecast, GMA checklist, vision, scenarios, draft plan, action plan, zoning audit

Phase 4: SEPA Evaluation (summer 2023)
SEPA determination

Phase 5: Community Engagement Strategy and Adoption (April start)
Interviews, PC updates, public events (8), website, PC/CC work sessions/hearings

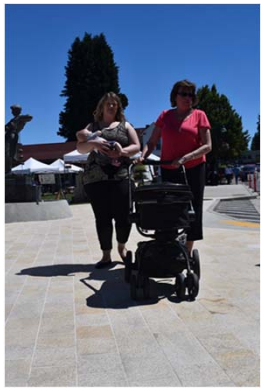
Phase 6: Traffic Model Update
VISUM model update, validation, pipeline, baseline, scenario testing, documentation, concurrency

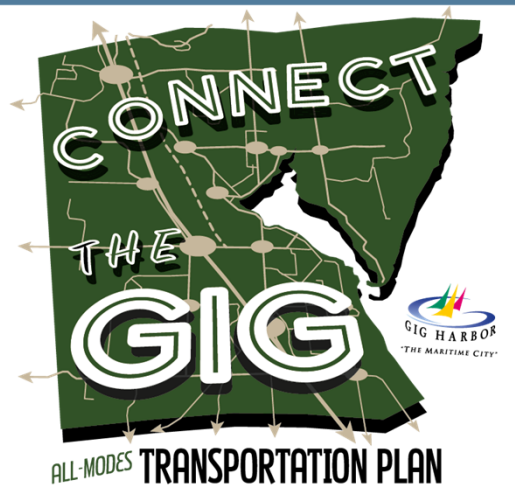
Phase 7: Transportation Element Update
Current conditions, policy, project list, implementation/financing, draft element

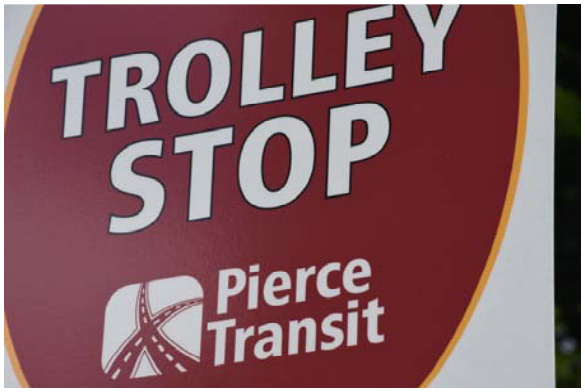
Phase 8: Transportation Impact Fees (TIF) Update
Project list, deficiencies/growth assumptions, TIF rate, CC presentations

Transportation

- Connect the Gig/Gig on the Go
- Project updates/priority
- Modeling
- Policy integration





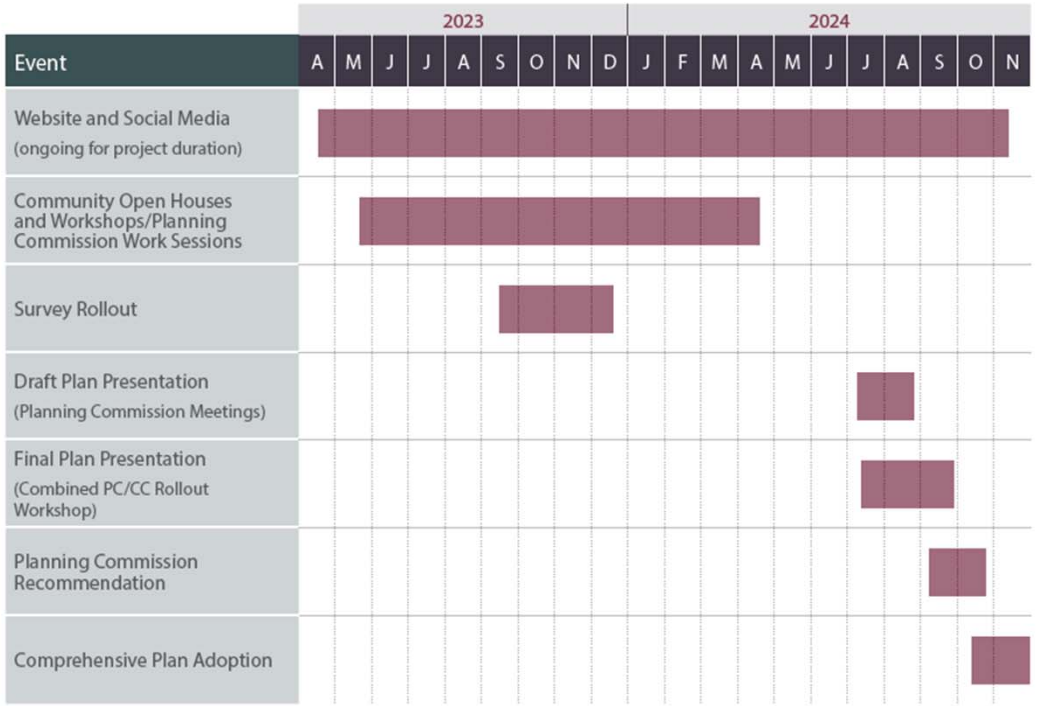


Public Participation Plan

for the

CITY OF GIG HARBOR

2024 Periodic Comprehensive Plan Update



Community Outreach

- Planning Commission
- Focus group interviews (now!)
- In-person events/studio/workshops
- Online access
- Branding

Event	Date/Time	Location	Activity	Outcomes	Notes
PC meeting	2/16/23	City hall/virtual	PC intro	PC as advisory group PC as ambassadors	
PC meeting	3/16/23	City hall	PC update	Schedule review Event review Interviewee input	
Orientation interviews	Late March TBD	TBD	One-on-one Focus group	Topics Issues Updated engagement	
Internet splash	Late March TBD	City website	FAQ Schedule Relevant links Sign-up Process documents	Email list Comments	Prep for questionnaire Prep for StoryMap Prep for features
PC meeting	4/20/23	City hall	PC update	Vision workshop prep Interview outcomes	
Public notice/ press release	Late April TBD	Paper Online announc. Social groups Interviewees	Advertising workshop	Participation	

Event	Date/Time	Location	Activity	Outcomes	Notes
	Late April TBD	City website	Workshop promo	Comments Participation	
op	Early May TBD	TBD	Project intro Vision vetting Community priorities	Draft vision Plan scope/direction	
	Early May TBD	City website	Vision results	Comment	
	May TBD				
	June TBD	City hall	Scenarios review	Scenarios	
	Late June TBD	City website	Workshops promo	Participation	
	Late June TBD	Paper Online announc. Social groups Interviewees Participants	Advertising workshop	Participation	
kshops	July TBD	TBD	Scenarios workshop Preferred workshop	Scenarios vetting Preferred scenario Priority implementation	Studio?
PC meeting	August TBD	City hall	Workshops review	Preferred scenario SEPA confirmation	
Internet splash	Late June TBD	City website	Workshops promo	Participation	

Community Outreach

- Online elements
- FlashVote
- Community-wide events
- Tribal consultation
- Responsibility and outcomes

Focus Group Topics

An opportunity to learn about the topics on the community's mind, helping us design an effective, relevant process.

- Economic development
- Environment/shoreline/parks
- Land use/housing
- Downtown/harbor
- Transportation
- Arts/culture/history

Policy Framework (wonk alert)

GOAL 2.1: MANAGE URBAN GROWTH POTENTIALS

Maintain a realistic balance between the land's capability, suitable potential and the public's ability to provide urban level services.

2.1.1. Capable Areas
To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses and which pose the fewest environmental risks.

2.1.2. Suitable Areas
a) As much as possible, allocate urban development onto lands which are suitable and which have the least social value in an undeveloped state.

b) To the extent feasible and necessary, locate high intensity urban uses away from sites which have significant archaeological, historical, cultural or special social significance.

2.1.3. Serviceable Areas
Allocate urban uses onto capable, suitable lands which can be provid
storm drainage and other basic urban utilities and transportation facil

2.1.4. Urban Growth Area
a) Define and delineate boundaries between those areas which are c
efficient urban level services over the next twenty years and thos
rural or are not capable of being provided urban level services.
Gig Harbor has identified an urban growth area of 2800 acres of
surrounding the city and which is also defined on the Land Use

b) At a minimum, review the urban growth area boundary every fi
make adjustments which account for projected population rate c
available service capacity, changes which reflect community de
promote sound and reasonable land use development patterns.
urban growth boundary, consideration should be given to the p
environmentally sensitive areas.

GOAL 6.2: ENCOURAGE HIGH DENSITY HOUSING WH HARBOR'S HISTORIC VISUAL CHARACTER FAMILY COMMUNITY

6.2.1. Identify areas where small lot sizes are appropriate

a) Develop maximum lot sizes for single family homes, e.g. 5,000 - 7,000 square feet.

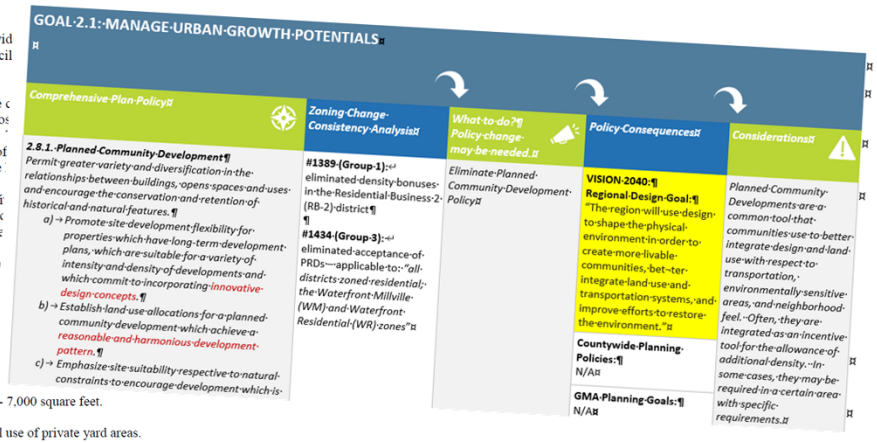
b) Allow zero lot line development on smaller lots to retain optimal use of private yard areas.

6.2.2. Minimize appearance of multi-family structures
Avoid high and visually prominent concentrations of multi-family structures on major thoroughfares and boulevards.

a) Require increased setbacks from street edge with landscaped green space oriented to both the public and residents of the multi-family units. The walled "compound" look as seen from the street should be avoided.

b) Define stepped height standards which require lower building heights nearer the street edge, and stepping up away from the street.

c) Identify areas of high-density housing throughout the City to avoid over-concentration in one area.



- Consistency scan (PSRC/CWPP)
- GMA checklist scan
- Internal consistency/redundancy scan
- Hierarchy scan (Goal/policy/program)
- Integrated policy development

Chapter Listings [1]

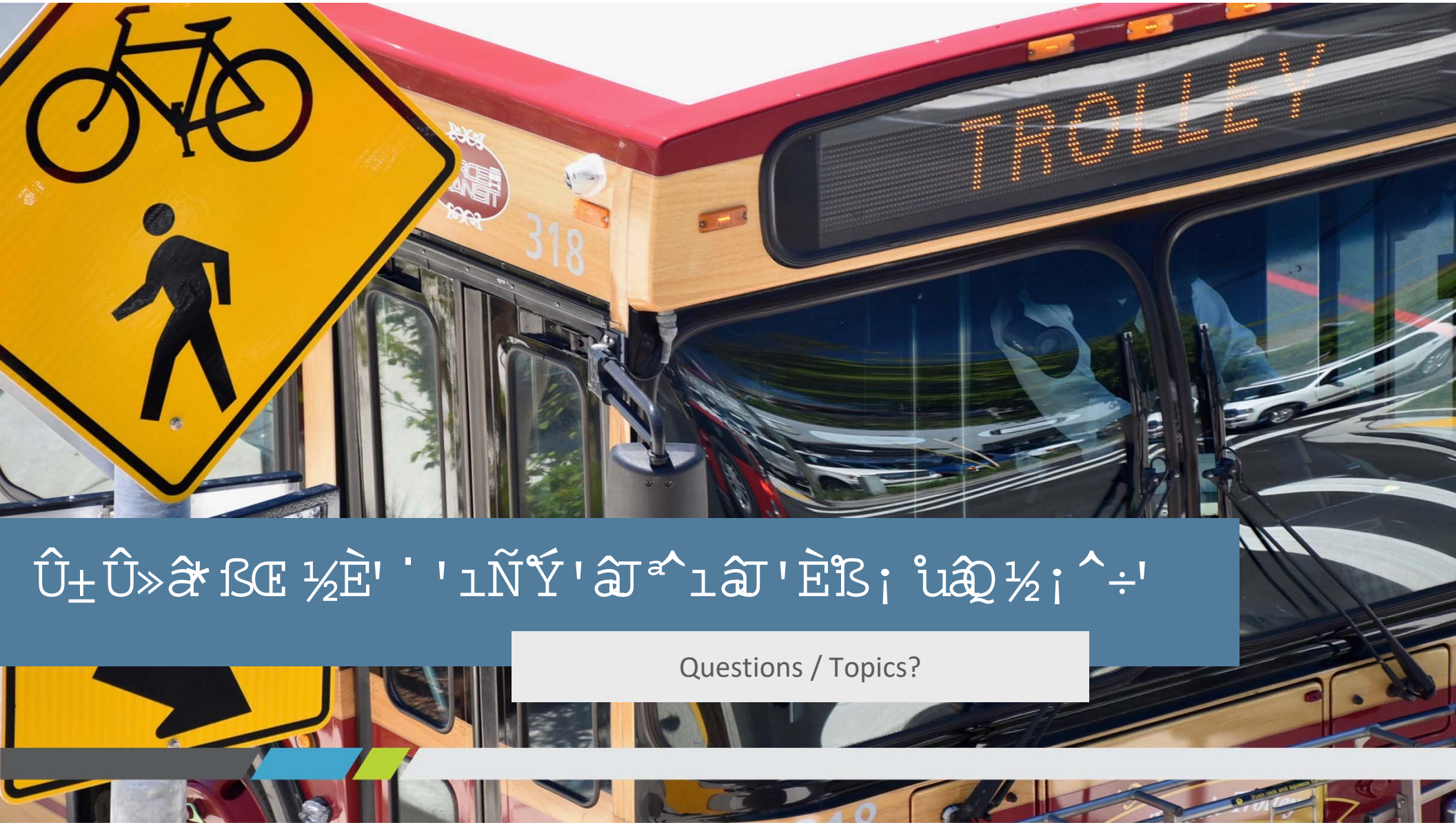
Goals

LU ED PSU — Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. [G-01]

Discussion: In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.

LU XP PSU PRO — Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls. [G-02]

Discussion: Municipalities exist to provide infrastructure and services that would be impossible for individuals to provide. While pooled resources make essential services achievable, they also require strong levels of coordination and management to assure accountability and efficiency. Some actions have clear and immediate effects on resources. Other actions may be more difficult to associate with fiscal impact, but over time, may profoundly affect the costs of services – and livability of the community. This goal anchors the need for the City of Post Falls to consider the long-term cost implications and benefits of choices including land use, transportation investments, parks and recreational services, as well as other types of infrastructure – maintaining efficiency and accountability for the community it serves.



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Questions / Topics?

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	May 4	3:00pm	Civil Service Commission	
TH	May 4	5:30pm	Planning Commission	Comp Plan Community Design Element
M	May 8	5:30pm	City Council	*See Agenda*
W	May 10	10:00am	Arts Commission	CANCELLED
TH	May 11	3:00pm	City Council Study Session	Masonic Lodge Structural Analysis Housing Needs Assessment Wastewater Comp Plan Tech Amendments: Mallards Landing Lot 7; Harbor Run Parks Bond List
TH	May 11	5:30pm	Design Review Board	CANCELLED
TH	May 18	5:30pm	Planning Commission	Comp Plan Element
M	May 22	5:00pm	City Council Special Meeting	26th Legislative Delegation Celebration
M	May 22	5:30pm	City Council	Consent: • Professional Services Contract for Lift Station 5A Feasibility Study • Resolution XXXX Adopting the 2023-24 Strategic Plan • Resolution XXXX Adopting the Rosedale Preliminary Plat Wastewater Comp Plan Technical Amendment • Resolution XXXX Approving the Mallards Landing Wastewater Technical Amendment • Resolution XXXX Approving the Harbor Run Wastewater Technical Amendment Presentations: • Downtown Waterfront Alliance Presentation Business Items: • First Reading of Ordinance XXXX Establishing Historic Preservation Committee • First Reading and Adoption of Ordinance XXXX Adoption of RCW 7.105 Civil Protection Orders
TH	May 25	3:00pm	City Council Study Session	Climate Action Plan Update Urban Forestry Management Plan Six-Year Transportation Improvement Program (TIP) 2024-29 Amendments to GHMC Title 15 Buildings and Construction Proposal for Above-Ground Fuel Storage Tanks at the Operations Center
TH	May 25	5:00pm	Design Review Board	
TH	June 1	5:30pm	Planning Commission	
W	June 7	5:30pm	Parks Commission	

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	June 8	12:00pm	Lodging Tax Advisory Committee	
TH	June 8	5:30pm	Design Review Board	
M	June 12	5:30pm	City Council	Business Items: • Second Reading and Adoption of Ordinance XXXX Establishing Historic Preservation Committee
W	June 14	10:00am	Arts Commission	
TH	June 15	3:00pm	City Council Study Session	Utility Rates Discussion & Public Outreach Plan Review Prentice-Fennimore Construction Funding Discussion Active CIP Update
TH	June 15	5:30pm	Planning Commission	
TH	June 22	5:30pm	Design Review Board	
M	June 26	5:30pm	City Council	Business Items: • Public Hearing: Resolution XXXX Adopting Six-Year Transportation Improvement Program (TIP) 2024-29
TH	June 29	3:00pm	City Council Study Session	

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

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

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

Adopted by Resolution 1237 on March 28, 2022

**Action not funded in 2022 Budget*