



# Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335  
253-858-3400 – info@penmetparks.org  
[www.penmetparks.org](http://www.penmetparks.org)

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## REGULAR MEETING AGENDA

July 02, 2024, 6:00 PM

Arletta Schoolhouse at Hales Pass Park - 3507 Ray Nash Drive NW, Gig Harbor, WA 98335

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### Call to Order

### Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill, President			
Laurel Kingsbury, Clerk			
Kurt Grimmer			
Steve Nixon			
William C. (Billy) Sehmel			

### ITEM 1 President's Report

### ITEM 2 Executive Director's Report

### ITEM 3 Special Presentations

#### 3a. Making Values a Priority Awards Presentation

### ITEM 4 Board Committee Reports

#### 4a. Park Services Committee

#### 4b. Finance Committee

#### 4c. Administrative Services Committee

#### 4d. Recreation Services Committee

#### 4e. Campaign Committee

#### 4f. External Committees

### ITEM 5 Public Comments:

This is the time set aside for the public to provide their comments to the Board on matters related to PenMet Parks. Each person may speak up to three (3) minutes, but only once during the citizen comment period. Anyone who provides public comment must comply with Policy P10-106 providing for the Rules of Decorum for Board Meetings. A copy of the policy is available at each meeting and at [www.penmetparks.org](http://www.penmetparks.org)

### ITEM 6 Minutes

#### 6a. [Approval of the June 13, 2024 Special Meeting Study Session Minutes](#)

#### 6b. [Approval of the June 18, 2024 Study Session Minutes](#)

#### 6c. [Approval of the June 18, 2024 Regular Meeting Minutes](#)



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- ITEM 7**      **Consent Agenda**
- 7a.      [Resolution C2024-013 Approving the June Vouchers](#)
- ITEM 8**      **Unfinished Business: None**
- ITEM 9**      **New Business**
- 9.1      [Purchasing Resolutions Requiring One Reading for Adoption:](#)
- [9.1a Resolution P2024-009 Authorizing the Executive Director to Sign the Construction Contract for Narrows Access Road Maintenance with Lakeridge Paving Co. LLC](#)
- 9.2      **Single Reading Resolutions Requiring One Reading for Adoption: None**
- 9.3      [Two Reading Resolutions Requiring Two Readings for Adoption:](#)
- [9.3a First Reading of Resolution RR2024-007 Amending the 2024 Capital Budget to Increase the Budget for the Recreation Center Mini Golf Course Upgrades](#)
- ITEM 10**     **Comments by Board**
- ITEM 11**     **Next Board Meetings**  
**July 16, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the PenMet Parks Administrative Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335**
- ITEM 12**     **Adjournment**

## **BOARD OF PARK COMMISSIONERS MEETING PROCEDURES**

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The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at [www.penmetparks.org](http://www.penmetparks.org).



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## SPECIAL MEETING - STUDY SESSION MINUTES

June 13, 2024, 5:30 PM

PenMet Parks Administrative Headquarters- 2416 14th Ave NW, Gig Harbor, WA 98335

### Call to Order Time: 5:30 PM

#### Commissioner Roll Call:

	Present	Excused	Comment
President Hill	X		
Commissioner Kingsbury	X		
Commissioner Grimmer		X	
Commissioner Nixon	X		
Commissioner Sehmel	X		

Quorum: Yes

Welcome by President Hill.

#### ITEM 1 Board Discussion

##### 1a. Madrona Links Assessment

PowerPoint Presentation by Executive Director Ally Bujacich, PenMet Parks District outside Counsel Mark Roberts, and Richard Singer from the National Golf Foundation.

**Board Question:** How do people usually finance improvements?

**NGF Answer:** 5% of revenue is a good number and capital improvements in the operating budget. **Board Question:** How does the sale of the 14 acres impact the golf course? **NGF Answer:** If you can continue to use it then there is no impact, if you could not use it it would require a complete redesign of the property, you would have to reduce the course.

#### ITEM 2 Executive Session

##### 2a. Executive Session for the purpose of considering the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110 (b).



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The Board of Park Commissioners will now meet in executive session. The estimated length of time for the executive session is 30 minutes.

The Board will not take final action following the executive session.

The Board is starting the executive session at: 6:40 PM

*At 6:40 PM the Board extended the executive session for a period of 60 minutes.*

The board ended the executive session at: 7:50 PM

## ITEM 3 Adjournment Time: 7:50 PM

### BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on \_\_\_\_\_

\_\_\_\_\_  
Maryellen (Missy) Hill, Board President

\_\_\_\_\_  
Laurel Kingsbury, Board Clerk

\_\_\_\_\_  
Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



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## STUDY SESSION MINUTES

June 18, 2024, 5:00 PM

PenMet Parks Administrative Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335

### Call to Order Time: 5:00 PM

#### Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill, President	X		
Laurel Kingsbury, Clerk	X		
Kurt Grimmer	X		Joined at 5:05 PM
Steve Nixon	X		
William C. (Billy) Sehmel	X		

Quorum: Yes

#### ITEM 1 Board Discussion

##### 1a. Senior Recreation Update

PowerPoint Presentation by Senior Activity Coordinator Edie Morgan

**Board Question:** Is stitch and chat knitting? **Staff Answer:** They can work on any handcraft. **Board Question:** Is the extended travel for seniors only? **Staff Answer:** Travelers can be as young as 8. **Board Question:** Do we advertise financial assistance. **Staff Answer:** Yes, and we will get more specific about eligibility. **Board Question:** Is there a maximum number of PenMet Parks Senior Advocates? **Staff Answer:** 12-15 with possible sub-groups. **Board Comment:** I have heard wonderful things about you. Great presentation. Looking forward to the PSA, developing programs. Thank you for all your work. I am stunned by these numbers, what a great impact on our community. It has taken off; proud of us and look forward to more. Great work! We got the senior trips going, maybe the Zoo's new aquarium would be a good senior trip.

##### 1b. Mini Golf Update

PowerPoint Presentation by Director of Park Services Sue O'Neill and Planning and Special Projects Manager Barry Shields

**Board Question:** Are we looking to have a consensus for the theme to be put out to bid? **Staff Answer:** We would develop three concepts to come up with renderings then go into detailed design. Step 1 putting new turf in, Step 2 we would get ideas for theming. Are we on the right track for the theme? **Board Answer:** I like the maritime theme; it is broad enough. Would like to have Bigfoot. Support Pacific NW theme; it is a gift to our community. We feel it will be popular. Incorporating community as an



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advertisement. Thank you for this iteration. We are all in favor, and thumbs up to aggressively move forward.

## ITEM 2 Adjournment Time: 5:47 PM

### BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on \_\_\_\_\_

\_\_\_\_\_  
Maryellen (Missy) Hill, Board President

\_\_\_\_\_  
Laurel Kingsbury, Board Clerk

\_\_\_\_\_  
Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



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## REGULAR MEETING MINUTES

**June 18, 2024, 6:00 PM**

PenMet Parks Administrative Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335

**Call to Order: 6:01 PM**

### Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill, President	X		
Laurel Kingsbury, Clerk	X		
Kurt Grimmer	X		
Steve Nixon	X		
William C. (Billy) Sehmel	X		

Quorum: Yes

### ITEM 1 Moment of Silence in Memory of Terry Lee

PenMet Parks mourns the passing of Terry Lee. We honor his life, unwavering service, and his tremendous contributions to our community in many capacities, including as the Executive Director of PenMet Parks from 2010 to 2018. Terry was instrumental in shaping the establishment, growth, and strength of PenMet Parks and our community as a whole over decades of service.

Please join me for a moment of silence in remembrance of Terry Lee. The impacts of his work on our community and our individual lives will continue on into the future.

Thank you

### ITEM 2 President's Report: None

### ITEM 3 Executive Director's Report

District updates by Executive Director Ally Bujacich:

- Welcome Gina Shaw, Recreation Center Supervisor
  - Board Comment: Excited to be a part of your interview, this Recreation Center is a crown jewel for our community. You are an ambassador for our community for this building, if you need support please come to us. Welcome to the team.
- Tacoma DeMolay Sandspit is reopened.
- Sehmel Homestead Park is closed, reopen July 2<sup>nd</sup>. Requires warm weather and will keep public updated.
- Park services crew for work to playground



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- Peninsula Gardens Master Plan Workshop, about 50 people attended. Survey open until July 15<sup>th</sup>. Next meeting July 25<sup>th</sup>.

## ITEM 4 Special Presentations

### 4a. April 2024 Financial Report

PowerPoint Presentation by Finance Jessica Wigle

**Board Comment:** Compliment on presentation.

## ITEM 5 Board Committee Reports

### 5a. Park Services Committee

- Project Updates
- 9 RCO Grant Submittals

**5b. Finance Committee** – Has not met since last meeting.

**5c. Administrative Services Committee** – Has not met since last meeting.

**5d. Recreation Services Committee** – Has not met since last meeting.

### 5e. Campaign Committee

- Greater Tacoma Foundation Presentation
- Recreation Center Capital Cam
- Legacy Giving
- Memorial Naming Opportunities

**5f. External Committees: None**

## ITEM 6 Public Comments: None

## ITEM 7 Minutes

### 7a. Approval of the June 4, 2024 Study Session Minutes

### 7b. Approval of the June 4, 2024 Regular Meeting Minutes

Commissioner moved to adopt the minutes as presented; Commissioner seconded.

Roll call vote. Approved Unanimously. Motion Carried

## ITEM 8 Consent Agenda

### 8a. Resolution C2024-012 Approving Asset Names for Certain PenMet Parks Recreation Center Campus Facilities

Commissioner moved to adopt the consent agenda as presented; Commissioner seconded.

Roll call vote. Approved Unanimously. Motion Carried

## ITEM 9 Unfinished Business





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## 9a. Second Reading of Resolution RR2024-006 Amending the 2024 Capital Budget

This Item was moved and seconded on June 4, 2024. There is a motion on the table.

No further presentation from Executive Director Ally Bujacich

Board discussion: None

Roll call vote. Approved unanimously. Motion carried.

## ITEM 10 New Business

### 10.1 Purchasing Resolutions Requiring One Reading for Adoption:

#### 10.1a Resolution P2024-008 Authorizing the Executive Director to Sign the Amended Agreement for Recreation Management Software with ACTIVENet

Commissioner moved; Commissioner seconded.

Memo overview by Director of Finance Jessica Wigle.

**Board discussion:** Who will facilitate the customer service modules? **Staff Answer:** Yet to be determined, we would want ActiveNet support us to the greatest extent possible. We will keep you posted with the roll out.

Roll call vote. Approved Unanimously. Motion Carried

### 10.2 Single Reading Resolutions Requiring One Reading for Adoption:

#### 10.2a Resolution R2024-012 Authorizing the Building Services Specialist Classification and Approving the Letter of Understanding Between Peninsula Metropolitan Park District and Teamsters Local Union 313

Commissioner moved; Commissioner seconded.

Memo overview by Executive Director Ally Bujacich.

Board discussion: None

Roll call vote. Approved Unanimously. Motion Carried

### 10.3 Two Reading Resolutions Requiring Two Readings for Adoption: None

## ITEM 11 Comments by Board:

DeMolay looks good; staff did a nice job with safety barrier. Looking forward to Rosdale opening soon; it is looking good.

## ITEM 12 Next Board Meetings

July 2, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at



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**the PenMet Parks Administrative Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335**

**ITEM 13      Adjournment Time: 6:31 PM**

## **BOARD OF PARK COMMISSIONERS MEETING PROCEDURES**

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Approved By the Board on \_\_\_\_\_

\_\_\_\_\_  
Maryellen (Missy) Hill, Board President

\_\_\_\_\_  
Laurel Kingsbury, Board Clerk

\_\_\_\_\_  
Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



# Peninsula Metropolitan Park District

## RESOLUTION NO. C2024-013

### APPROVING VOUCHERS FROM JUNE 2024

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners approved the 2024 operating budget in Resolution RR2023-014 and the amended 2024 capital budget in Resolution RR2024-006 on June 18, 2024; and

WHEREAS, expenditures are within the current resource projections at the fund level; and

WHEREAS, the Executive Director or his or her designee has certified that the materials have been furnished, the services rendered, or the labor performed as described, and that each claim represents a just, due, and unpaid obligation against the District;

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District that vouchers in the amounts and for the period indicated on Attachment "A" be approved for payment.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on July 2, 2024.

\_\_\_\_\_  
Maryellen (Missy) Hill, Board President

\_\_\_\_\_  
Laurel Kingsbury, Board Clerk

\_\_\_\_\_  
Attest: Ally Bujacich



**Attachment A to Resolution C2024-013**

For the period beginning 06/04/2024 and ending 06/04/2024

Voucher # 240601001 through # 240601035 is approved for payment in the amount of \$95,455.31.

**and**

For the period beginning 06/11/2024 and ending 06/11/2024

Voucher # 240602001 through # 240602033 is approved for payment in the amount of \$126,567.06.

**and**

For the period beginning 06/17/2024 and ending 06/17/2024

Voucher # 240603001 through # 240603030 is approved for payment in the amount of \$2,013,162.09.

**and**

For the period beginning 06/25/2024 and ending 06/25/2024

Voucher # 240604001 through # 240604037 is approved for payment in the amount of \$129,005.16.



## DISTRICT COMMISSION MEMO

**To:** Board of Park Commissioners

**Through:** Ally Bujacich, Executive Director

**From:** Sue O'Neill, Director of Park Services

**Date:** July 2, 2024

**Subject:** **Resolution P2024-009 Authorizing the Executive Director to Sign the Construction Contract for Narrows Access Road Maintenance with Lakeridge Paving Co., LLC**

### Background/Analysis

The Board of Park Commissioners passed Resolution RR2022-011 on November 15, 2022, approving the 2023 Capital Budget and Capital Improvement Plan, including the appropriation of \$285,000 for the Narrows Park - Repair & Repave Access Road project. The Board of Park Commissioners passed Resolution RR2024-006 on June 18, 2024, adopting the amended 2024 Capital Budget, which increased the original budget appropriation for the Narrows Park - Repair & Repave Access Road project by \$150,000 for a new total authorized project budget of \$435,000. The project will address deteriorated pavement as needed to extend the life of the access road to Narrows Park. Performing maintenance on the stormwater ditches alongside the road and replacing twelve (12) sections of guard rail are also included in the project.

### Bid Process

PenMet Parks issued an Invitation to Bid for the road repair only on March 19, 2024 to six companies on the MRSC Small Works Roster. Sealed bids were due by 2 p.m. on April 12, 2024. Only one bid was received. The lowest responsive and responsible bidder was identified as Lakeridge Paving Co., LLC. The bid summary is listed below.

<b>Bidder</b>	<b>Amount</b>
Lakeridge Paving Company	\$289,530.40



### **Budget Analysis**

The lowest bid received for the pavement repair portion of the Narrows Park - Repair & Repave Access Road project was higher than the adopted 2023 Capital Budget of \$285,000 for the total project.

The lowest responsible and responsive bid of \$289,530.40, including WSST, is anticipated to fall within the revised total project budget. The necessary stormwater ditch maintenance and guard rail replacement will be bid separately. The total project budget also allows for a modest contingency to address unforeseen conditions during construction, such as potential subsurface repair that will be assessed when the existing pavement is removed, and conditions are exposed.

### **Policy Implications/Support**

1. The Board approved Resolution RR2022-011 adopting the 2023 Capital Budget and Capital Improvement Plan, including appropriating \$285,000 for the Narrows Park - Repair & Repave Access Road project.
2. The Board approved Resolution RR2024-006 on June 18, 2024, increasing the budget appropriation for the Narrows Beach - Repair & Repave Access Road project by \$150,000 for a new authorized budget of \$435,000.
3. Completing the Narrows Beach - Repair & Repave Access Road project will advance District goals and objectives, including:
  - a. Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
  - b. Balanced financial accountability.

### **Staff Recommendation**

Staff recommend the Board pass Resolution P2024-009 authorizing the Executive Director to execute a construction agreement with Lakeridge Paving Co., LLC for the pavement repair portion of the Narrows Park - Repair & Repave Access Road project.

### **Staff Contact**

If you have any questions or comments, please contact Sue O'Neill at (253) 649-5254 or via e-mail at [soneill@penmetparks.org](mailto:soneill@penmetparks.org).



**Attachments:**

Exhibit A: Bid Tab

Exhibit B: Resolution P2024-009



### EXHIBIT A

Item No.	Description	Quantity	Units	Unit Price	Extension
1	Grind / Mill 2" HMA & Haul Off Waste, Place & Compact 2" HMA Cl. 1/2	52,950	SF	\$3.80	\$201,210.00
2	Re-Install 4 EA Speed Bumps - HMA CL. 3/8"	4	EA	\$7,500.00	\$30,000.00
3	Re-Stripe To Existing Configuration	1	LS	\$8,400.00	\$8,400.00
4	Project Management	1	LS	\$25,000.00	\$25,000.00
5	Bonding	1	LS	\$3,225.71	\$3,225.71
				<b>Subtotal</b>	<b>\$267,835.71</b>
6	Sales Tax @8.1%	8.1%			\$21,694.69
				<b>Total</b>	<b>\$289,530.40</b>





# Peninsula Metropolitan Park District

## RESOLUTION NO. P2024-009

### AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE CONSTRUCTION CONTRACT FOR NARROWS ACCESS ROAD MAINTENANCE WITH LAKERIDGE PAVING CO., LLC

WHEREAS, the Board passed Resolution RR2022-011 on November 15, 2022 approving the 2023 Capital Budget and Capital Improvement Plan, including the appropriation of \$285,000 for the Narrows Park - Repair & Repave Access Road project; and

WHEREAS, the requirements for procuring a public work set forth in Policy P40-102: Purchasing / Procurement Policy were followed; and

WHEREAS, PenMet Parks issued an Invitation to Bid for road repair only, on March 19, 2024, and held a bid opening on April 12, 2024, and the lowest responsive and responsible bidder was identified as Lakeridge Paving Co., LLC; and

WHEREAS, the lowest bid received for the pavement repair portion of the Narrows Park - Repair & Repave Access Road project is higher than the amount appropriated for the total project in the adopted 2023 Capital Budget by \$4,530.40; and

WHEREAS, Park Services estimated the total project cost including pavement repairs, stormwater ditch repairs and guardrail replacement to be \$435,000, requiring an increase of \$150,000; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2024-006 on June 18, 2024 adopting the amended 2024 Capital Budget and increasing the budget appropriation for the Narrows Park - Repair & Repave Access Road project by \$150,000 for a new total authorized project budget of \$435,000.

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the construction contract with Lakeridge Paving Co., LLC for the base bid amount of Two Hundred and Eighty-Nine Thousand, Five Hundred and Thirty and 40/100 Dollars (\$289,530.40), including WSST, in substantially the form attached as Exhibit A.



The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioner Peninsula Metropolitan Park District held on July 2, 2024.

\_\_\_\_\_  
Maryellen "Missy" Hill, Board President

\_\_\_\_\_  
Laurel Kingsbury, Board Clerk

\_\_\_\_\_  
Attest: Ally Bujacich

# Peninsula Metropolitan Park District

## PROJECT CONTRACT FOR WORK AWARDED FROM SMALL WORKS ROSTER

(Work Less Than \$300,000)

**This AGREEMENT** is made as of the 21st day of June, 2024, between the Peninsula Metropolitan Park District ("PenMet Parks" or "Owner"), and the Contractor: Lakeridge Paving Co. LLC.

A general description of the Project is:

The Contractor shall perform the necessary work to perform pavement maintenance and/or replacement for PenMet Parks' Narrows Park access road. Contractor will provide a mill and pavement overlay, restore the speed bumps and re-stripping of the four speed bumps and 4-inch wide double yellow stripe at center line of the road.

*The Owner and Contractor agree as set forth below.*

### **ARTICLE 1** **THE WORK**

- 1.1** This Agreement provides supplemental terms and conditions to the Purchase Order and is incorporated by reference into the Purchase Order as if set forth in full therein. The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

### **ARTICLE 2** **DATES OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION**

- 2.1** The date of commencement of the Work (the date from which the Contract Time is measured) shall be the date established in a notice to proceed issued by the Owner, unless a different date is stated below.
- 2.2** The Contractor shall achieve Substantial Completion of the entire Work no later than 15 September and Final Completion no later than 30 September 2024, subject to adjustments of the Contract Time as provided in the Contract Documents.
- 2.3** Liquidated damages, if any, shall be \$ 0 per day for each calendar day after the Contract Time that Substantial Completion is not attained, and shall be paid to the Owner.

### **ARTICLE 3 CONTRACT SUM**

**3.1** Owner shall pay the Contractor for the Contractor’s performance of the Contract the Contract Sum of Two Hundred Eight-Nine, Five Hundred and Thirty and 40/100 Dollars (\$289,530.40), subject to additions and deductions as provided in the Contract Documents. Sales tax is included in the Contract Sum.

The contract sum has been derived from the contractor’s bid to Owner dated 26 April 2024, and is made up of the following components:

Item No.	Description	Quantity	Units	Unit Price	Extension
1	Grind / Mill 2" HMA & Haul Off Waste Place & Compact 2" HMA CI. 1/2	52,950	SF	3.80	\$201,210.00
2	Re-Install 4 EA Speed Bumps - HMA CL. 3/8"	4	EA	\$7,500.00	\$30,000.00
3	Re-Stripe To Existing Configuration	1	LS	\$8,400.00	\$8,400.00
4	Project Management	1	LS	\$25,000.00	\$25,000.00
5	Bonding	1	LS	\$3,225.71	\$3,225.71
				<b>Subtotal</b>	<b>\$267,835.71</b>
6	Sales Tax @8.1%	8.1%			\$21,694.69
				<b>Total</b>	<b>\$289,530.40</b>

**3.2** The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Not Applicable.

**3.3** Unit prices beyond those listed in the Contractor's Bid to Owner, if any, are as follows:

Grind/Mill 2-inch HMA and Haul off waste Place and Compact 2-inch HMA CI ½-inch	\$3.80 SF.
Install Speed Bumps – HMA CI 3/8-inch	\$7,500 EA.
Additional Paving or Stripping Mobilization	\$2,500.00 EA.
Additional Grinding Mobilization	\$5,500.00 EA.

**3.4** Allowances, if any, are as follows:

Not Applicable.

**3.5** If this Agreement is for a Project for the Contract Sum of one million dollars or more, complete below the names of the following subcontractors with whom the Contractor will subcontract for performance of the work:

Not applicable. HVAC (heating, ventilation, and air conditioning)

Not applicable. Electrical as described in chapter 19.28 RCW.

#### **ARTICLE 4** **PAYMENT**

- 4.1** Owner will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor and per Article 15. Owner will schedule final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed and the Owner's Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.
- 4.2** Payments due and unpaid under the Agreement shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.

#### **ARTICLE 5** **PERMITS AND FEES**

- 5.1** The Owner will secure and pay for the cost of any required building permit. The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.
- 5.2** The Contractor shall secure and pay, as a part of the Contract Sum, for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work.

#### **ARTICLE 6** **PROPERTY INSURANCE**

- 6.1** The Owner shall insure the property in the amount of its insurable replacement cost, including additions and alterations, against "all risks" of physical loss. The policies may inure to the benefit of the Owner only. The Contractor is at risk for all material and equipment not a permanent part of the structure. If the Owner requires in writing that the Contractor procure property insurance it shall be paid for by a Change Order. The Contractor's insurance requirements are described in Article 17.
- 6.2** Upon the occurrence of an insured loss, the Owner shall have the power to adjust and settle any loss with the insurers.

#### **ARTICLE 7** **ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

- 7.1** PenMet Parks Invitation to Bid Number 2023-7 and all of the terms and conditions incorporated therein.

7.2 PenMet Parks Purchase Order Number: Not Applicable.

7.3 This executed Agreement between the Owner and Contractor, including the attached General Conditions.

7.4 Any Supplementary and other Conditions of the Agreement.

7.5 The Specifications as follows:

See Exhibit A.

7.6 The Drawings as follows:

See Exhibit A.

7.7 The Addenda (if any) as follows: Not Applicable.

7.8 Department of Labor and Industries Prevailing Wage Rates for Pierce County.

Effective Date: March 19, 2024

7.9 Any other documents forming part of the Contract Documents and listed below:

*This Agreement entered into as of the day and year first written above.*

PENINSULA METROPOLITAN PARK DISTRICT

CONTRACTOR

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

CLIENT

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

**GENERAL CONDITIONS**

**ARTICLE 8**  
**THE CONTRACT DOCUMENTS**

**8.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

**8.2** The Contract Documents shall not be construed to create a contractual relationship of any kind between either the Owner and a Subcontractor of any tier, or between any persons or entities other than the Owner and Contractor.

**8.3** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**8.4** The term "A/E" means the entity listed as such on the first page of this Agreement, if any. The A/E may be an architect, engineering or similar company, or consultant, and is not necessarily a licensed architect or engineer. If "None" or "N/A" is listed for the A/E, then the Owner or its designated representative will perform all of the functions of the A/E described herein. The A/E is not an agent of the Owner, and is not authorized to speak on behalf of or bind the Owner.

**8.5** The Contractor's execution of the Agreement is a representation and acknowledgement that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed, that the Contract Sum is reasonable compensation for all the Work, and that the Contract Time is adequate for the performance of the Work. The Contractor's execution of the Agreement is a further representation and acknowledgement that the Contractor has carefully checked and verified all pertinent figures and examined the Contract Documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.

**8.6** Contractor hereby assigns to the Owner all manufacturers' warranties.

**ARTICLE 9**  
**ADMINISTRATION OF THE AGREEMENT**

**9.1** The Owner, with assistance from the A/E, will provide administration of the Agreement. The Owner must approve in writing all changes in the Contract Sum or Time and all Change Orders, Construction Change Directives, and payments to the Contractor.

**9.2** No representative of the Owner or the A/E is authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work whether or not executed in accordance with, nor to issue instructions contrary to the Contract Documents. All warranties, guarantees, and certificates shall inure to the benefit of the Owner.

**9.3** The Owner or the A/E may disapprove, condemn or reject work when, in its opinion, the Work does not conform to the Contract Documents. The Owner or the A/E may require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

**9.4** The Owner or the A/E may call, schedule and conduct job meetings, which the Contractor and representatives of its Subcontractors shall attend, to discuss such matters as procedures, progress, problems and scheduling.

**9.5** The Owner and the A/E may visit the site at intervals each considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, none of them will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

**ARTICLE 10**  
**THE CONTRACTOR**

**10.1** The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, personnel and procedures, for safety, and for coordinating all portions of the Work under the Agreement. The Contractor shall be an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf the Owner or to act as or be an agent or employee of the Owner.

**10.2** The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and

completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**10.3 Workers.** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. At no change to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Owner considers objectionable. If the Work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit and removed from the site if he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or RCW 9A.36 but not RCW 46.61--motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for the immediate termination of this Agreement.

**10.4 Warranty.** The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

**10.5 Taxes and Fees.** In accordance with Article 3, Owner and pay all sales tax. The Contractor shall pay all other consumer, use, B & O, and other similar taxes that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

**10.6 Legal Compliance.** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly the Owner, and A/E in writing if the Contractor observes the Drawings and Specifications to be at variance with them.

**10.7 Submittals.** The Contractor shall review, approve and submit to the Owner or A/E with reasonable promptness Shop Drawings, Product Data, Samples and similar

submittals required by the Contract Documents. The Work shall be in accordance with approved submittals.

**10.8 Progress Schedule.** Within *seven days* of execution of this Agreement, the Contractor shall submit a preliminary schedule of the Work to the Owner. Failure to do so shall constitute a material breach of the Contract and a material breach of the conditions of the bid bond. Within *thirty days* after execution of the Agreement, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors, shall submit a Progress Schedule to the Owner. Neither the Owner nor the A/E will, however, be required to review or approve the substance or sequence of the Progress Schedule, which are the Contractor's sole responsibility. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

**10.9 Clean-Up.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. Upon completion of Work or at the Owner's request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to do so, the Owner may do so and charge to the Contractor all costs incurred.

**10.10 Access.** The Contractor shall provide the Owner and the A/E access to the Work wherever located.

**10.11 Royalties and Patents.** The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of patent rights and shall hold the Owner and the A/E harmless from loss on account thereof, unless the Contract Documents require the particular design, process or product of a particular manufacturer or manufacturers.

**10.12 Indemnification.** Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner and the A/E and their respective agents, employees, consultants, successors and assigns ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from performance of the Work, any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"). The Contractor will fully indemnify the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any mediation, arbitration, or litigation with third parties in which



the Owner alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect.

### **10.13 Prevailing Wages.**

10.13.1 Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540, Olympia, WA 98504-4540, Telephone (360) 902-5335. The schedule of the prevailing wage rates for the locality or localities where this Work will be performed are determined as of the Bid Date for the county in which the Project is located and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> and are made a part of this Agreement by reference as though fully set forth herein. A copy is available for viewing at the Owner's office, and a hard copy will be mailed upon request. To the extent that there is any discrepancy between the referenced schedule of prevailing wage rates and the published rates as are applicable under WAC 296-127-011, the published rates shall apply at no increase to the Contract Sum. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. The Industrial Statistician will answer questions relating to prevailing wage data upon request.

10.13.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

10.13.3 The Contractor shall defend, indemnify, and hold the Owner harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 ("Prevailing Wages on Public Works") or RCW 51 ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor or any Subcontractor of any tier.

**10.14** The Contractor shall comply with all applicable provisions of RCW 49.28.

**10.15** Pursuant to RCW 49.70 and WAC 296-62-054 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor at the Project Site.

**10.16** Contractor shall maintain and preserve for at least three years from the date of final payment books, ledgers, records, documents, estimates, correspondence, logs, schedules, electronic data and other evidence pertaining to the costs incurred by the Contractor in connection with or related to the Agreement ("records") to such extent and in such detail as will properly reflect and fully support all costs, charges and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. Contractor agrees to make available at all reasonable times at the office of the Contractor all such records for inspection, audit and reproduction (including electronic reproduction) by the Owner and their representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work. The Contractor agrees, on behalf of itself, its representatives, and Subcontractors of any tier and their representatives, that any rights under RCW 42.56.070 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier or their representatives shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner.

## **ARTICLE 11 SUBCONTRACTORS**

**11.1** A "Subcontractor" is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A "Subcontractor of any tier" includes Subcontractors as well as all direct and lower level sub-subcontractors and suppliers.

**11.2** As soon as practicable after award of the Agreement, the Contractor shall confirm in writing to the Owner the names of the Subcontractors for each portion of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner has made reasonable and timely objection or different from the one listed in conjunction with the bid. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents to the extent of the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

**11.3** The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to the Owner such releases of liens and claims and other documents as the Owner may request from time to time to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall defend, indemnify, and hold harmless the Owner from any

liens, including all expenses and attorneys' fees. Nothing in the Contract Documents shall create any obligation on the part of the Owner or A/E to pay or to see to the payment of any moneys due any Subcontractor of any tier or other person or entity, except as may otherwise be required by laws and regulations.

**ARTICLE 12**  
**CONSTRUCTION BY CLIENT OR BY  
SEPARATE CONTRACTORS**

**12.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of the Contract Documents.

**12.2** The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations as required by the Contract Documents.

**ARTICLE 13**  
**CHANGES IN THE WORK**

**13.1** The Owner, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the Contract Sum and/or the Contract Time shall be authorized only by written Change Order signed by the Owner, the A/E and the Contractor or by written Construction Change Directive signed by the Owner and the A/E.

**13.1.1** Change Orders. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract Time, if any.

**13.1.2** Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Owner and the A/E that directs a change in the Work and states a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. It shall be used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven days* of receipt, the Contractor shall advise the Owner in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**13.2** Changes in the Work shall be priced using the Contractor's unit prices and/or R.S. Means pricing as submitted

in its Bid to the Owner. If no such unit prices are listed for the Changes in the Work, and if the parties cannot agree on the cost or credit to the Owner from a Change in the Work, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the following:

**13.2.1** Direct labor costs: The effective W.D.O.L.&I. prevailing hourly wage for the laborers, journeymen, and foremen performing and/or directly supervising the Changed Work on the site. The premium portion of overtime wages may not be included unless pre-approved in writing by the Owner. The hourly cost shall be based upon basic wages and mandatory fringe benefits and workers' insurances.

**13.2.2** Direct material costs: An itemization of the quantity of materials necessary to perform the Change in the Work and the net cost therefor.

**13.2.3** Construction equipment usage costs: An itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the Change in the Work at the Site times the lower of the actual rental receipt or applicable current state, NECA, Data Quest, or MCA rental cost. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the Change in the Work. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

**13.2.4** Cost of any change in insurance or bond premium. Upon request, the Contractor shall provide K the Owner with supporting documentation.

**13.2.5** Subcontractor costs: Payments the Contractor makes to Subcontractors for Changed Work performed by Subcontractors of any tier. The cost of Work for Subcontractors of any tier shall be determined in the same manner as prescribed in this Section 13.2.

**13.2.6** Fee: The allowance for all combined overhead, profit, and other costs, including all office, home office, extended and site overhead (including project manager, project engineer, superintendent and general foreman time), and all delay and including impact costs of any kind, added to the total cost to the Owner of any Change Order or any Claim for additional work or extra payment of any kind on this Project shall be calculated consistent with the provisions of the contract. The change order must be signed by both the Owner and Contractor.

**13.3** **Dispute Resolution**. All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure; claims that have been waived under the terms of the

Contract Documents are not permitted to be brought in any forum. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

13.3.1 Notice of Claim. The Contractor shall submit notice of all Claims to the Owner in writing within *seven days* of the event giving rise to them and shall include a clear description of the event and its probable effect.

13.3.2 Claim Submission. Within *21 days* of the Notice of Claim, the Contractor shall provide the Owner in writing with a Claim, which shall include a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. The claim of a Subcontractor may be brought only through the Contractor and only after the Contractor notifies the Owner in writing that the Contractor has reviewed and agrees with the Claim.

13.3.3 Informal Resolution. The Owner will make a determination of the Claim. If the Contractor disagrees with the Owner's determination and wishes to pursue the Claim further, the Contractor must, within *fourteen days* of receipt of the determination, provide the Owner with a written request that representatives of the Contractor and the Owner meet, confer, and attempt to resolve the Claim. This meeting will then take place at a mutually convenient time within *thirty days* of the request, unless the Owner elects to proceed directly to mediation.

13.3.4 Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the dispute resolution procedures of Subparagraphs 13.3.1 through 13.3.3 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and a summons and complaint is served and filed with the Pierce County Superior Court within the earlier of (a) *120 days* after the Date of Substantial Completion as designated in writing by the Owner or (b) *60 days* after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

**13.4 Notices and Claims.** All notices and Claims shall be made in writing as required by the Agreement.

13.4.1 Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Agreement or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract Documents. Failure to comply with these requirements shall constitute waiver of the Claim. No act, omission, or knowledge, actual or constructive, of the Owner or the A/E shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit,

unequivocal written waiver approved by the Owner's Board of Directors.

13.4.2 The fact that the Owner and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal written waiver approved by the Owner's board of directors.

13.4.3 The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that the Owner is prejudiced by the Contractor's failure to timely submit notices or Claims as required by the Contract Documents.

**13.5 Claims for Concealed or Unknown Conditions.** If conditions unknown to the Contractor are encountered at the site which are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner promptly before conditions are disturbed and in no event later than *seven days* after the first observance on the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedure in Subparagraph 13.3.

**13.6 Claims for Consequential Damages.** The Contractor and the Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit, and for interest or financing costs.

This mutual waiver is applicable to all consequential damages of any cause, including without limitation due to either party's termination in accordance with Article 20. Nothing contained in this Section 13.6 shall be deemed to preclude an award of

liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**13.7** The Contractor (including Subcontractors) shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar damages.

#### ARTICLE 14 TIME

**14.1** Within *seven days* of executing the Agreement, the Contractor shall deliver any required bond to the Owner; no Progress Payments shall be due until the bond is delivered.

**14.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, delays caused by the Owner or its separate contractors, or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order to the extent the critical path is affected. The Contractor (including Subcontractors) shall be entitled to damages for delay, the total limited to the liquidated rate of Subparagraph 2.3, only where the Owner's own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

**14.3** THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time; however, it may be difficult if not impossible to determine the amount of such damages. Consequently, this Agreement may include provisions for liquidated damages. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. If this Agreement does not contain an agreed amount for liquidated damages, the Owner may prove its actual damages.

#### ARTICLE 15 PAYMENTS AND COMPLETION

**15.1** **Progress Payments.** Payments shall be made as provided in Articles 3 and 4 of this Agreement. If Progress payments are specified, they will be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

**15.1.1** **Draft Application.** Within the first five days of each month, the Contractor shall submit to the Owner, for the Owner's approval, a report on the current status of the Work as compared to the Progress Schedule and a draft itemized AIA Application for Payment for Work performed during the prior calendar month. This shall not constitute a payment request. The Owner may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors.

**15.1.2** **Payment Request.** The Contractor may submit to Owner a payment request in the agreed-upon amount, in the form of a notarized, itemized AIA Application for Payment for Work performed during the prior calendar month. Among other things, the Application shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors from the Owner's prior payments have been made. The submission of this Application constitutes a certification that the Work is current on the progress schedule, unless otherwise noted on the Application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may submit to the Owner a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

**15.1.3** **Payments to Subcontractors.** No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Owner written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

**15.2** **Prevailing Wages.** Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors have submitted a "Statement of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The Contractor and the respective Subcontractors shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

**15.3 Progress payments.** Unless the Owner informs the Contractor that a payment will be withheld as provided in Section 15.4, the Owner shall make progress payments within 30 days of its receipt of the Application for Payment.

**15.4 Withheld Payments.** Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment or provide releases under Section 11.3.1, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) failure to carry out the Work in accordance with the Contract Documents. When the Owner intends to withhold all or part of a payment for any of the foregoing reasons it will provide the Contractor, within *eight working days* after the Owner's receipt of the Application for Payment, written notification of the reasons that all or part of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

**15.5 Substantial Completion.**

15.5.1 When the Contractor believes that the Work is Substantially Complete, it shall notify the Owner in writing. When the Owner agrees, the Owner will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully utilize the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable or if utilities affected by the Work are not connected and operating normally. The fact that the Owner may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due to the Owner.

15.5.2 Immediately before partial or complete occupancy, the Owner will schedule an inspection tour of the area to be occupied. A representative of the Owner, A/E and Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour.

**15.6 Final Payment.** Pursuant to RCW 60.28, completion of the Contract Work shall occur after the Contractor has notified the Owner in writing that the Work has been concluded and submits the items listed below to the Owner, any required occupancy permit has been issued, and the

Owner's Board formally accepts the Project (Final Acceptance"). Final Payment shall not become due until after Final Acceptance.

.1 An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied,

.2 consent of surety to final payment,

.3 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least *30 days*' prior written notice has been given to the Owner,

.4 a written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents,

.5 other data establishing payment or satisfaction of or protection (satisfactory to the Owner) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to the Owner that the claims of Subcontractors and laborers who have filed claims have been paid,

.6 pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with fees paid by the Contractor or Subcontractor,

.7 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project (including, without limitation, city/county building departments, health districts and utility districts; attach a copy of each of these closed or signed-off permits),

.8 all warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents, and

.9 a hard copy of the "record" drawings and specifications, delivered in a clear, clean and legible condition.

If any Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may retain in the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner

all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment shall be made pursuant to RCW 60.28 after the Contractor has properly submitted certificates from the Department of Revenue, the Department of Labor and Industries and, pursuant to RCW 50.24, a certificate from the Department of Employment Security.

**15.7 Waivers.**

15.7.1 Final Payment by the Owner. The making of final payment shall constitute a waiver of claims by the Owner except those arising from (1) liens, claims, security interests, or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

15.7.2 Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

15.7.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds to a Change Order or any other document a reservation of rights that has not been initialed by the Owner, all the amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by the Owner. If the Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights that has not been initialed by the Owner, and if the Contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn, and of no effect.

**15.8 Retainage.**

15.8.1 Progress Payments:

.1 Pursuant to RCW 60.28, the Owner will reserve 5% from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from the Contractor.

.2 The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by the Owner until 45 days following Final Acceptance; or (2) deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until 45 days following Final Acceptance, with interest to the Contractor; or (3)

placed in escrow with a bank or trust company within 45 days following the Final Acceptance, by the Owner's joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by the Owner, and held in escrow, with interest on the bonds and securities paid to the Contractor as it accrues.

.3 If moneys are retained from the Contractor, it may retain payment of not more than 5% from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds.

**15.9 Warranty of Title.** The Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of payment, free and clear of liens.

**ARTICLE 16  
PROTECTION OF PERSONS AND PROPERTY**

**16.1** The Contractor shall be solely responsible for, and neither the Owner nor the A/E shall have responsibility for, all aspects of safety, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto.

**16.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or A/E or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 10.12.

**16.3** The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB") unless specifically required by the Contract Documents.

**16.4** The Contractor shall bear the risk of any loss, damage or destruction of its own property, including without limitation its tools, trailers and equipment, whether rented or owned, to the extent that they will not be incorporated in the

Work. Any insurance provided by the Owner will not cover any such loss, damage or destruction.

## **ARTICLE 17 INSURANCE AND BONDS**

### **17.1 Contractor's Liability Insurance.**

17.1.1 The Contractor shall purchase from and maintain during the life of this Agreement, at its own cost in a company or companies admitted to do business in the State of Washington, possessing a Best's policy holder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on the Contractor's operations, including its Subcontractors of any tier; owned, non-owned and hired vehicles; and on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Agreement. This insurance will name the Owner and their employees as additional insureds per Additional Insured Owner's (Form B) for Work performed under this Agreement. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

- .1 \$1,000,000 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and \$2,000,000 general aggregate;
- .2 \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others, including loss of use thereof arising out of the operation of automobiles.
- .3 \$1,000,000 for personal injury liability coverage included and defined in the Commercial General Liability insurance policy for damages which are sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
- .4 \$1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Paragraph 10.12.
- .5 In addition, the Contractor shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$2,000,000.

17.1.2 The insurance described above shall include coverage for underground, collapse and explosion exposures.

17.1.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar

employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$250,000/\$500,000.

17.1.4 Before commencing the Work or exposure to loss can occur, and, in any event, within *ten days* after the Owner has issued its notice of intent to award contract, the Contractor shall furnish the Owner with Certificates of Insurance, in duplicate, as evidence of all insurance required by the Contract Documents.

17.1.5 Coverage shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance. Completed operations coverage shall remain in force for three years after Final Acceptance.

17.1.6 If the Owner is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the Owner, then the Contractor shall bear all costs properly attributable thereto. THE OWNER MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment shall not constitute a waiver.

17.1.7 The Owner's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

### **17.2 Property Insurance.**

17.2.1 The requirements for property insurance are addressed in Article 6 above.

### **17.3 Waivers of Subrogation.**

17.3.1 The Owner and the Contractor waive all rights against each other and any of their subcontractors of any tier, the A/E, their consultants, separate contractors described in Article 12 (if any), and any of their respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Articles 6 and 17.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner do not waive their subrogation rights to the extent of the Owner's property insurance on structures or portions of structures that do not comprise the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## 17.4 Payment and Performance Bond.

17.4.1 The Contractor is required to submit a bond secured from a surety company licensed to do business in the State of Washington. The Contractor shall pay for a surety bond in the full amount of the Contract Sum plus sales tax, pursuant to RCW 39.08. Within *seven days* of entering into the Agreement, the Contractor shall deliver two copies of the bond to the Owner and one copy to the A/E. The price of the bond will be added to the total contract amount to be paid by the Owner. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED, AND THE CLIENT MAY WITHHOLD ITS NOTICE TO PROCEED AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

## ARTICLE 18 CORRECTION OF WORK

18.1 The Contractor shall promptly and within at least *fourteen (14) days* of notice from the Owner correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

18.2 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

18.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1 **Applicable Law.** The Agreement shall be governed by the laws of the State of Washington, without regard to its choice of law provisions.

19.2 **Statutes.** The Contractor shall abide by the provisions of all applicable Washington statutes. The statutes

referenced in the Contract Documents are not meant to be a complete list and should not be relied upon as such.

19.3 **Contractor Registration and Related Requirements.** Pursuant to RCW 39.06, the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27. The Contractor shall: have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

19.4 **Law Against Discrimination.** Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60.

19.5 **Provisions for Aged and Handicapped Persons.** Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92.

19.6 **Safety Standards.** Contractor shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work."

19.7 **Unemployment Compensation.** Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Agreement or arrange for a bond acceptable to the commissioner.

19.8 **Drug-Free Workplace.** The Contractor and all Subcontractors shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

19.9 **Tobacco-Free Environment.** Smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all Owner property.

19.10 **Asbestos Removal.** To the extent this Project involves asbestos removal, the Contractor shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder.

19.11 **Assignment.** The Contractor shall not let, delegate duties under, assign or transfer this Agreement, or any interest in it or part of it, without the prior written consent of the Owner.



**ARTICLE 20**  
**TERMINATION OF THE CONTRACT**

The total sum to be paid to the Contractor under this Paragraph 20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

**20.1 Termination for Cause by Contractor.** If the Owner fails to make payment for a period of *60 days* through no fault of the Contractor, the Contractor may, upon *seven additional days'* written notice to the Owner, terminate the Agreement and recover from the Owner payment for all Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including Fees applicable thereto.

**20.2 Termination for Cause by Owner.** The Owner may, upon *seven days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for cause, including but not limited to the following circumstances:

- .1 the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Completion of the Work within the Contract Time;
- .2 the Contractor is in material default of or materially breaches any provisions of this Agreement;
- .3 the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- .4 the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- .5 the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- .6 the Contractor materially disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- .7 the Contractor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Paragraph 10.3.

**20.3 Termination for Convenience by Owner.** The Owner may, at any time upon *seven days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner. The Owner shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with the following:

- .1 The amount due under Articles 4 of this Agreement for the performance of the Work terminated;
- .2 Other pre-approved costs, consistent with Paragraph 13.2, necessary and reasonably incurred in connection with the termination of Work.

**20.4 Effects of Termination.**

20.4.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Paragraph 20.2 or 20.3, the Contractor shall promptly:

- .1 stop Work under the Agreement on the date and as specified in the Notice of Termination;
- .2 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- .3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;
- .4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;
- .6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use its best efforts to sell any property of the types referred to in Subparagraph 20.4.1.6. The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;
- .8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and
- .9 continue performance only to the extent not terminated.

20.4.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

- .1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Agreement;
- .2 any claim which the Owner may have against the Contractor;
- .3 an amount necessary to protect the Owner against outstanding or potential liens or claims; and
- .4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Subparagraph 20.4.1.7, and not otherwise recovered by or credited to the Owner.

20.4.3 If (and only if) the termination pursuant to Paragraph 20.3 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement. The Contractor must assert any Claim for an equitable adjustment under this subparagraph within *twenty-one days* from the effective date of the Termination.

20.4.4 The Contractor shall refund to the Owner any amounts the Owner paid to the Contractor in excess of costs reimbursable under Paragraph 20.3.

20.4.5 The damages and relief from termination by the Owner specifically provided in Article 20 shall be the Contractor's sole entitlement in the event of termination.

20.4.6 When this Agreement refers to a termination, it is understood that the termination is of this Agreement, the Purchase Order, and all related contract documents.

End of Section

**Exhibit A**  
**Scope of Work**



2023-7: Narrows Park - Repair and Repave Access Road  
Exhibit A

<u>Section</u>	<u>Table of Contents</u>	<u>Page No.</u>
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2.0	Drawings .....	2
3.0	Specifications .....	2

List of Appendices

Appendix A – Drawings



## 1.0 Scope of Work

The Project Scope of Work includes mill and overlay, re-install speed bumps and restripe the Narrows Park Access Road.

The Contractor shall furnish all supplies, labor, tools, and equipment for the work. The Site Overview section below describes each location and features of each proposed work location. The selected Contractor shall perform site evaluations and make site specific recommendations to PenMet for each work location.

### Task 100 – Project Management

The Contractor shall manage the project scope, schedule, and budget, including but not limited to:

- a) Weekly progress reporting, including earned value analysis.
- b) Meeting organization, facilitation, and documentation.
- c) Initial Project Schedule and monthly updates.

#### Deliverables:

- a) Work Plan including safety and traffic control or as a separate plan.
- b) Monthly progress reports.
- c) Meeting agendas and notes, with revisions as required.
- d) Schedule updates, Schedule analysis/variance reports, prepared using MS Project software.

#### Assumptions:

- a) None.

### Task 200 – Narrows Park– Mill, Overlay and Restripe

Provide a cost to mill and pavement overlay, restore the speed bumps and re-stripping of the four speed bumps and 4-inch wide double yellow stripe at center line of the road, (see **Section 4.0**).

#### Deliverables:

- a) Well maintained access road surface.

#### Assumptions:

- a) The Park will be closed during construction.

**2.0 Drawings**

Applicable drawings are included in **Appendix A** and listed below.

Description	Drawing No.	Sheet No.	Date
Sehmel Homestead Park (Sehmel) Parking Overview	N/A	1 of 1	N/A
Sehmel - Grading and Utilities	C2.14	1 of 1	11 May 2010
Sehmel - North Driveway Plan and Profile STA 0+50 to 5+31	C4.2	1 of 1	11 May 2010
Sehmel - West Driveway Plan and Profile STA 10+00 to 14+00	C4.3	1 of 1	11 May 2010
Sehmel -West Driveway Plan and Profile STA 14+00 to 17+12	C4.4	1 of 1	11 May 2010
Sehmel - East Driveway Plan and Profile STA 30+00 to 35+00	C4.5	1 of 1	11 May 2010
Sehmel - East Driveway Plan and Profile STA 35+00 to 40+00	C4.6	1 of 1	11 May 2010
Sehmel - East Driveway Plan and Profile STA 40+00 to 45+00	C4.7	1 of 1	11 May 2010
Sehmel - East Driveway Plan and Profile STA 45+00 to 50+00	C4.8	1 of 1	11 May 2010
Fox Island Fishing Pier Site Layout	C1	3 of 24	17 Aug 1994
Narrows Park Access Road Overlay – Cover Sheet	N/A	1 of 8	Feb 2002
Narrows Park– Parking Lot Improvements	N/A	1 of 4	Sept 2003
Community Recreation Center-Grading Plan	C16	N/A	30 Sept 2022
Community Recreation Center – ADA Grading Plan	C18	N/A	30 Sept 2022

**3.0 Specifications**

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents shall govern all of the Work.



## 2023-7: Narrows Park - Repair and Repave Access Road Exhibit A

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### Appendix A – Drawings

# NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N., RGE.4E., W.M.  
PIERCE COUNTY, WA.

THESE PLANS MEET THE MINIMUM REQMTS OF  
PIERCE COUNTY ORD. 99-245.

NAME \_\_\_\_\_

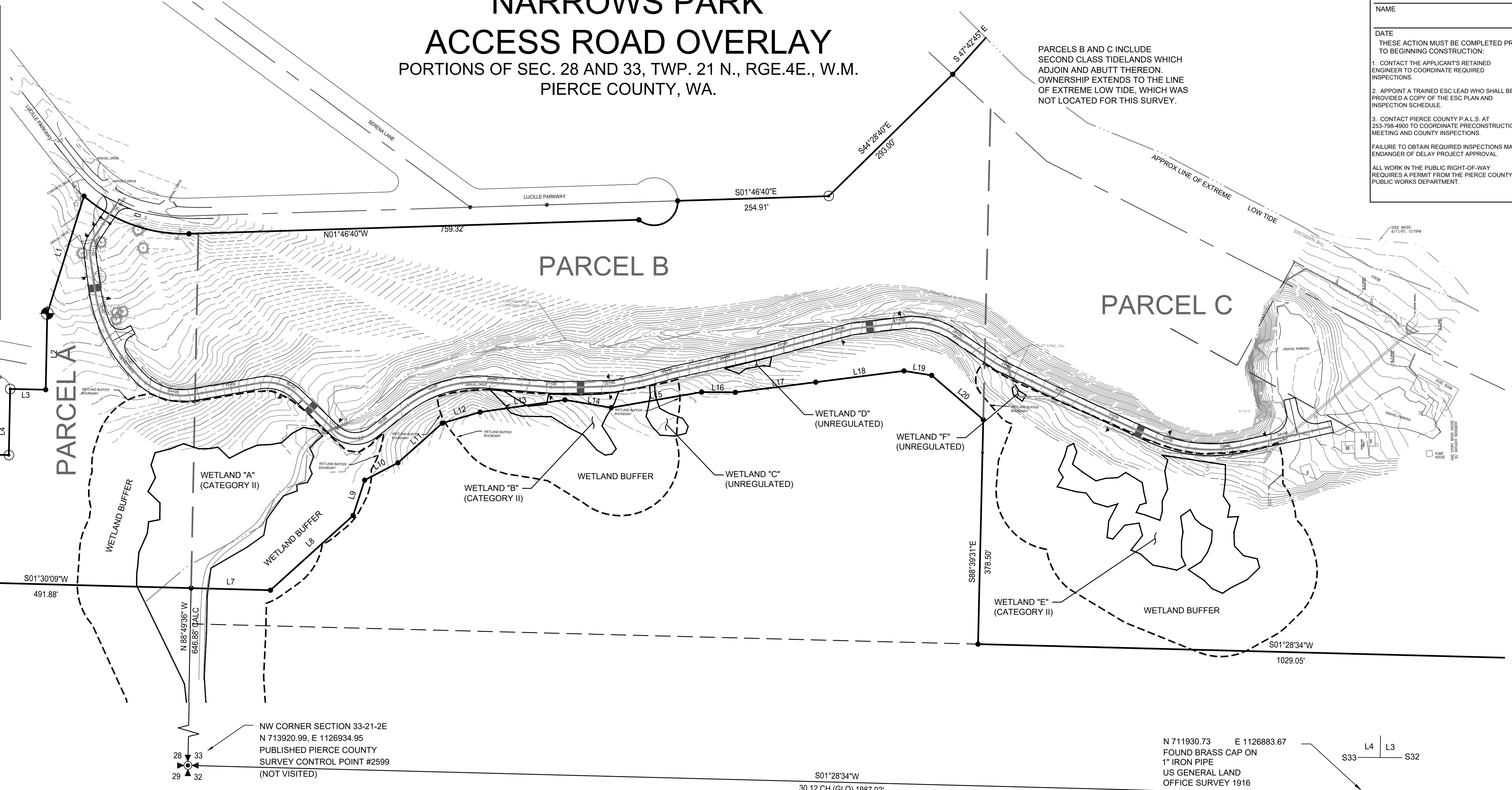
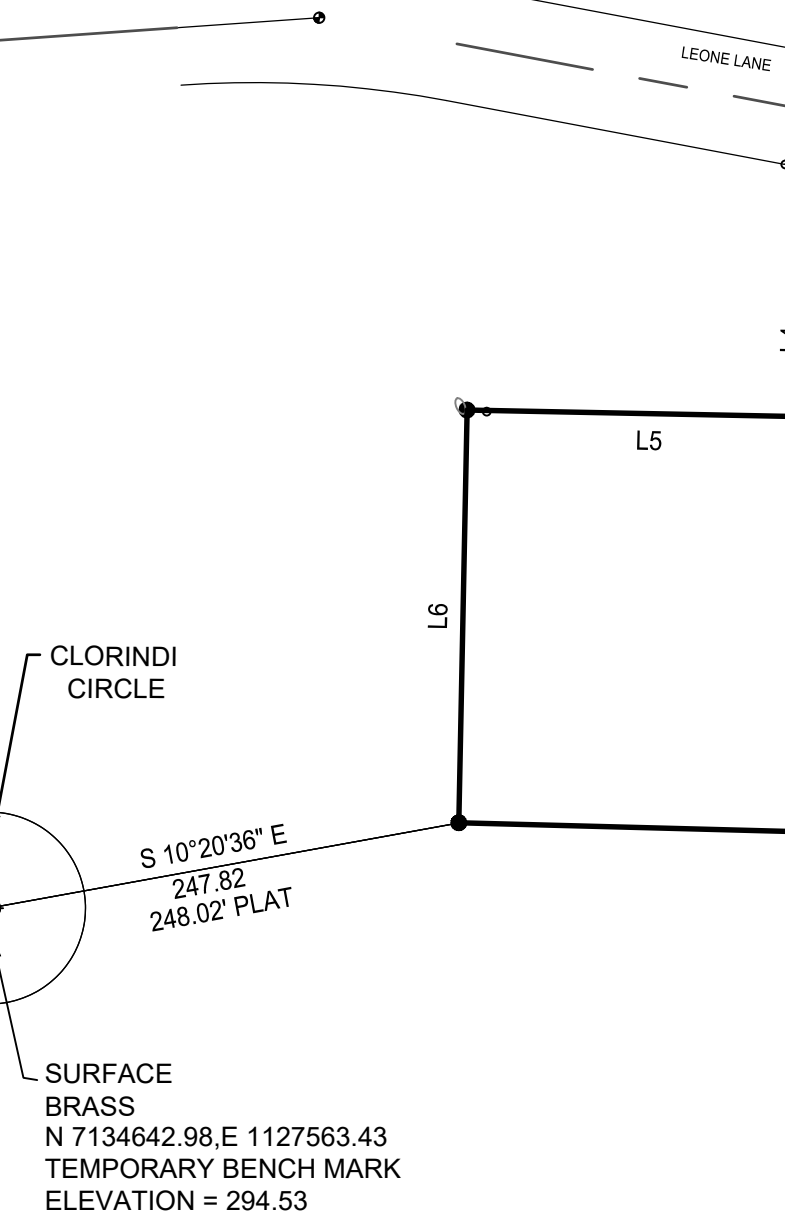
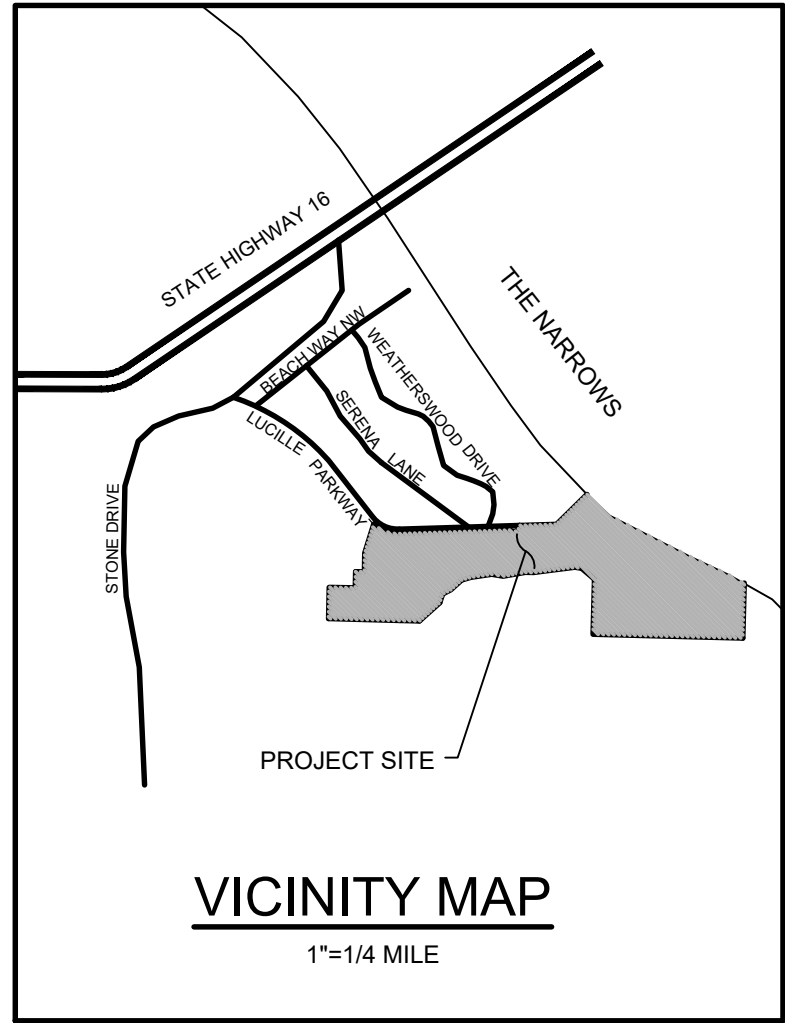
DATE \_\_\_\_\_

THESE ACTION MUST BE COMPLETED PRIOR  
TO BEGINNING CONSTRUCTION:

1. CONTACT THE APPLICANT'S RETAINED  
ENGINEER TO COORDINATE REQUIRED  
INSPECTIONS.
2. APPOINT A TRAINED ESC LEAD WHO SHALL BE  
PROVIDED A COPY OF THE ESC PLAN AND  
INSPECTION SCHEDULE.
3. CONTACT PIERCE COUNTY P.A.S. AT  
253-798-4900 TO COORDINATE PRECONSTRUCTION  
MEETING AND COUNTY INSPECTIONS.

FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY  
ENDANGER OF DELAY PROJECT APPROVAL.

ALL WORK IN THE PUBLIC RIGHT-OF-WAY  
REQUIRES A PERMIT FROM THE PIERCE COUNTY  
PUBLIC WORKS DEPARTMENT.



PARCELS B AND C INCLUDE  
SECOND CLASS TIDELANDS WHICH  
ADJOIN AND ABUTT THEREON.  
OWNERSHIP EXTENDS TO THE LINE  
OF EXTREME LOW TIDE, WHICH WAS  
NOT LOCATED FOR THIS SURVEY.

### CONSTRUCTION SEQUENCE AND PROCEDURE

1. ATTEND PRE-CONSTRUCTION CONFERENCE WITH PIERCE COUNTY AND OWNER PRIOR TO STARTING ANY WORK.
2. MOBILIZE AND FLAG ALL CLEARING AND GRUBBING LIMITS.
3. INSTALL SILT FENCE IN ALL LOCATIONS SHOWN ON THE PLANS.
4. REMOVE EXISTING MAILBOXES AND ENTRANCE GATE AS SHOWN ON PLANS. IMMEDIATELY RE-INSTALL MAILBOXES IN PRE-PREPARED LOCATION SHOWN ON PLANS.
5. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE AND ROCK CHECK DAMS.
6. REMOVE SHEDS AND TWO TREES AS SHOWN ON PLANS AND LIMB TREES AS INDICATED ON PLANS.
7. GRADE EXISTING ROAD TO REMOVE BUMPS, RUTS, AND OTHER IRREGULARITIES AND COMPACT.
8. UPGRADE SHOULDER AREAS WHERE NEEDED BY REMOVING ORGANIC MATTER AND PLACING AND COMPACTING SUBGRADE. INSTALL JUTE MATTING ON ALL SLOPES. HYDROSEED ALL DISTURBED AREAS. INSTALL QUARRY SPALLS AND GEOTEXTILE FABRIC.
9. INSTALL LANDSCAPE MATERIALS PER SHEETS 7 AND 8.
10. COORDINATE INSPECTION OF ITEMS 1-8 BY PIERCE COUNTY AND OWNER.
11. PLACE AND COMPACT CRUSHED SURFACING TOP COURSE.
12. COORDINATE INSPECTION OF ITEM 9 BY PIERCE COUNTY AND OWNER.
13. PLACE AND COMPACT ASPHALT CONCRETE PAVEMENT.
14. RE-INSTALL ENTRANCE GATE IN LOCATION SHOWN ON PLANS.
15. AFTER SITE HAS BEEN PERMANENTLY STABILIZED, CALL PIERCE COUNTY AND OWNER FOR FINAL INSPECTION. UPON APPROVAL BY PIERCE COUNTY AND OWNER, REMOVE REMAINING ESC FACILITIES (I.E., SILT FENCE,.) AND DEMOBILIZE.

### LEGAL DESCRIPTION (FROM TITLE REPORT)

**PARCEL "A"**  
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 18, BLOCK C, OF WEATHERSWOOD VISTA 2ND ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 48 OF PLATS AT PAGES 21 AND 22; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE SOUTH LINE OF SAID SECTION 28; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF LUCILLE PARKWAY IN WEATHERSWOOD VISTA ADDITION AS RECORDED IN BOOK 16 OF PLATS AT PAGE 55; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTH LINE OF WEATHERSWOOD VISTA 2ND ADDITION; THENCE WESTERLY ALONG SAID SOUTH LINE, TO THE SOUTH LINE OF LOT 33 BLOCK C IN SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 33; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 33 AND 32 TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 18 TO THE POINT OF BEGINNING IN PIERCE COUNTY, WASHINGTON.

**PARCEL "B"**  
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND GOVERNMENT LOT 1 IN SECTION 33, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 18, BLOCK C, WEATHERSWOOD VISTA 2ND ADDITION AS RECORDED IN BOOK 48 OF PLATS AT PAGES 21 AND 22 IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE SOUTH LINE OF SECTION 28, BEING THE NORTH LINE OF SECTION 33 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH APPROXIMATELY 105 FEET TO A POINT 100 FEET SOUTH OF THE CENTERLINE OF AN UNNAMED CREEK OR DRAINAGE DITCH; THENCE SOUTHEASTERLY ALONG A LINE 100 FEET FROM AND PARALLEL WITH THE CENTERLINE OF SAID CREEK OR DITCH TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION BEING APPROXIMATELY 380 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE EAST ON THE SOUTH LINE OF SAID SUBDIVISION AND THE SOUTH LINE OF GOVERNMENT LOT 1 TO THE EAST LINE OF SAID GOVERNMENT LOT; THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID GOVERNMENT LOT TO THE SOUTHEAST CORNER OF WEATHERWOOD VISTA ADDITION AS RECORDED IN BOOK 16 OF PLATS AT PAGE 55; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTH LINE OF SECTION 33; THENCE WEST ALONG THE NORTH LINE OF THE SECTION TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

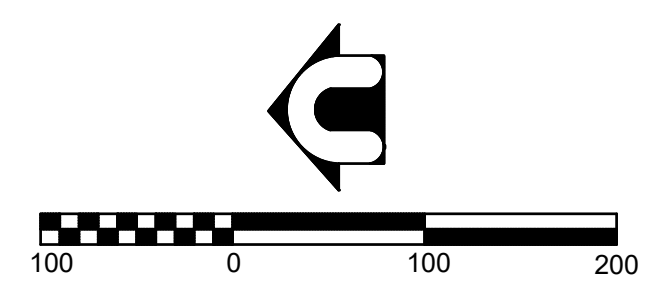
TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON ADJOINING AND ABUTTING THEREON.

**PARCEL "C"**  
GOVERNMENT LOT 2, SECTION 33, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, EXCEPT THE SOUTH 300 FEET THEREOF, ALSO EXCEPT THE WEST 600 FEET THEREOF.

TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, ADJOINING AND ABUTTING THEREON.

INCLUDED WITHIN SAID GOVERNMENT LOT 2 IS TRACT 4A, ALSO SOMETIMES DESIGNATED AS LOT 5 OF THE ABANDONED U.S. MILITARY RESERVE, NUMBER 24.

TAX PARCEL NUMBERS: 022133-2-006  
022133-2-004  
022128-3-042



HORIZONTAL DATUM: NAD 83/91  
VERTICAL DATUM: NAVD 88 PER GPS CONTROL NETWORK  
TEMPORARY BENCHMARK: SURFACE BRASS AT CENTER OF CLORINDI CIRCLE CUL-DE-SAC  
ELEVATION = 294.53

NOTES:  
THE TOPOGRAPHICAL DATA WITHIN AND ALONG THE EDGES OF THE GRAVEL DRIVE REPRESENT A TOPOGRAPHICAL SURVEY CONDUCTED BY DAVID EVANS AND ASSOCIATES INC.  
ALL OTHER TOPOGRAPHICAL DATA WAS OBTAINED BY ADDING 3.47 TO THE ELEVATIONS IN A LIMITED GROUND TOPO SUPPLIED BY VECCO ENGINEERING ALONG THE UNNAMED CREEK FLOWING THROUGH THE SITE.

### SHEET INDEX

1	COVER SHEET
2	PLAN AND PROFILE/T.E.S.C.
3	PLAN AND PROFILE/T.E.S.C.
4	PLAN AND PROFILE/T.E.S.C.
5	T.E.S.C. NOTES AND DETAILS
6	ROAD AND DRAINAGE NOTES AND DETAILS
7	LANDSCAPE PLANTING PLAN
8	LANDSCAPE PLANTING NOTES

### PLANS REVIEWED FOR QUALITY ASSURANCE BY:

CALL BEFORE YOU DIG

Call: TOLL FREE  
1-800  
424-5555

COVER SHEET

NARROWS PARK ACCESS ROAD OVERLAY  
PIERCE COUNTY PARKS AND RECREATION  
ATTN: GRANT GRIFFIN  
PIERCE COUNTY, WA

DAVID EVANS  
AND ASSOCIATES  
INC.

3700 Pacific Hwy, East, Suite 311  
Tacoma, Washington 98424  
Phone: 253.922.9780

REVISIONS: APPD.

DATE: FEBRUARY 2002  
DESIGN: MAP  
DRAWN: RCEL  
CHECKED:  
REVISION  
NUMBER:

SCALE: 1"=100'

PROJECT NUMBER:  
**PRCC0023**

SHEET NO.

**1**  
OF 8



# NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N.,  
RGE.4E., W.M.  
PIERCE COUNTY, WA.

THESE PLANS MEET THE MINIMUM REQUISITS OF  
PIERCE COUNTY ORD. 99-24S.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

THESE ACTION MUST BE COMPLETED PRIOR  
TO BEGINNING CONSTRUCTION:

1. CONTACT THE APPLICANT'S RETAINED  
ENGINEER TO COORDINATE REQUIRED  
INSPECTIONS.
2. APPOINT A TRAINED ESC LEAD WHO SHALL BE  
PROVIDED A COPY OF THE ESC PLAN AND  
INSPECTION SCHEDULE.
3. CONTACT PIERCE COUNTY P.A.L.S. AT  
353-798-4900 TO COORDINATE PRECONSTRUCTION  
MEETING AND COUNTY INSPECTIONS.

FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY  
ENDANGER OF DELAY PROJECT APPROVAL.

ALL WORK IN THE PUBLIC RIGHT-OF-WAY  
REQUIRES A PERMIT FROM THE PIERCE COUNTY  
PUBLIC WORKS DEPARTMENT.

PLAN AND PROFILE

**NARROWS PARK ACCESS ROAD OVERLAY**  
**PIERCE COUNTY PARKS AND RECREATION**  
ATTN: GRANT GRIFFIN  
PIERCE COUNTY, WA

**DE** DAVID EVANS  
AND ASSOCIATES INC.  
3700 Pacific Hwy. East, Suite 311  
Tacoma, Washington 98424  
Phone: 253.922.9780

REVISIONS: APPD.

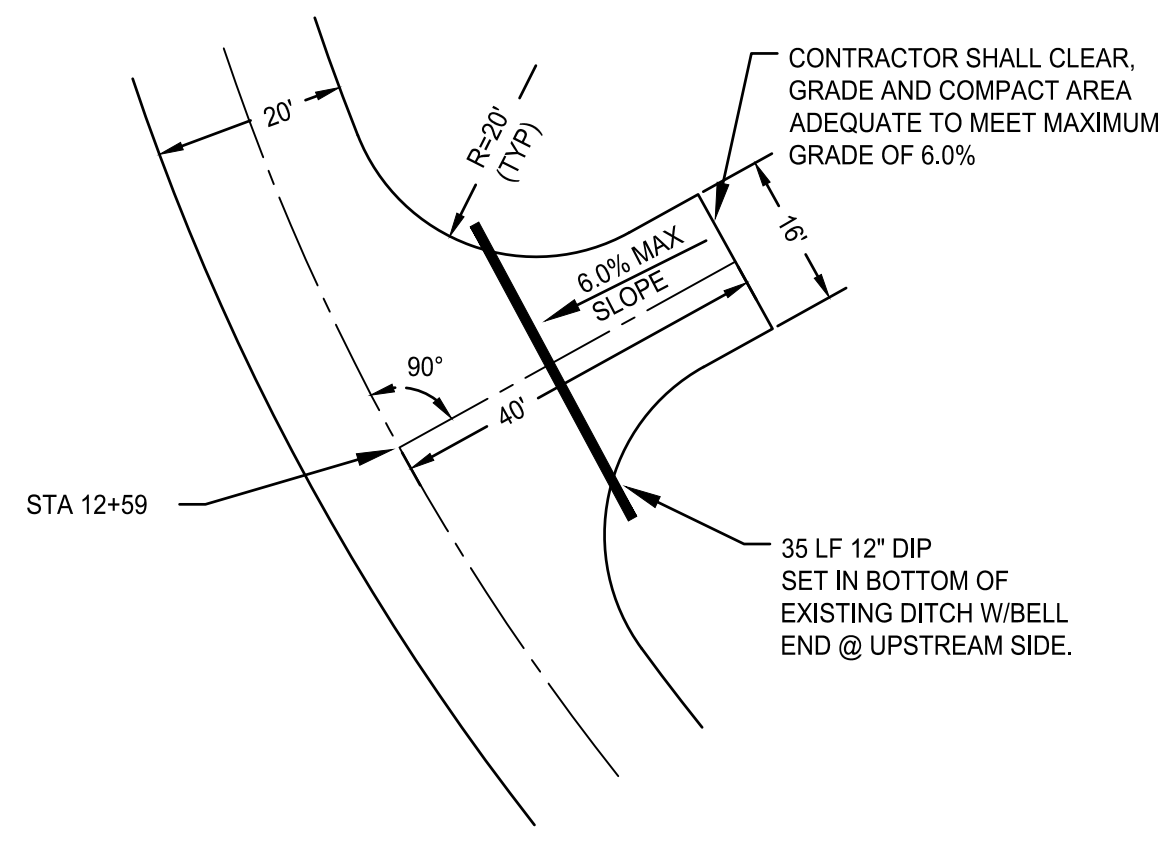
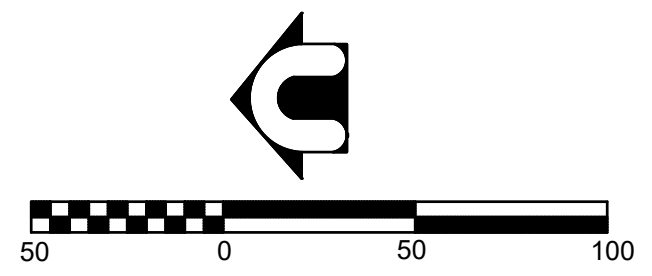
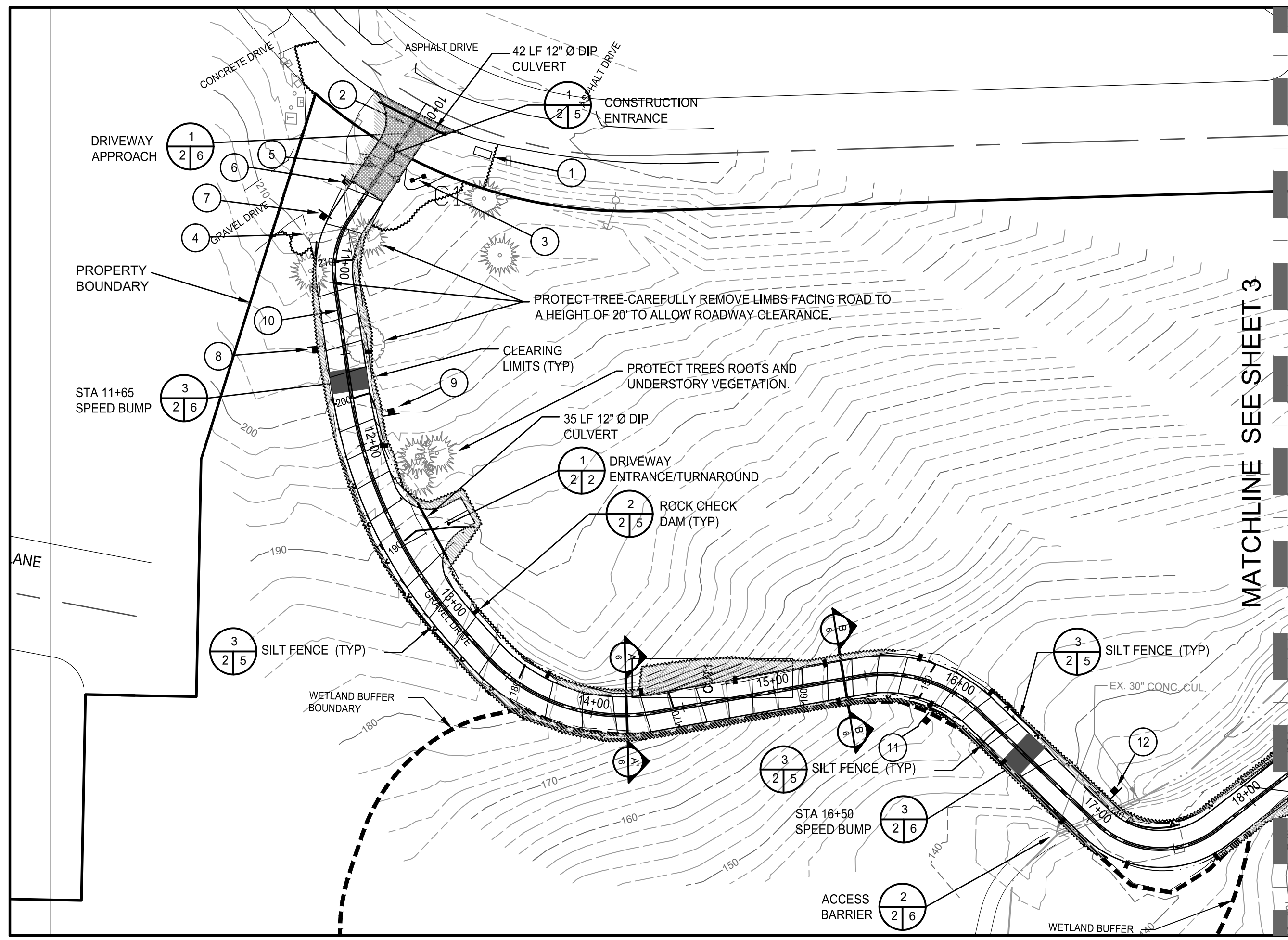
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DESIGN: MAP  
DRAWN: RCEL  
CHECKED:  
REVISION  
NUMBER:

SCALE: 1"=50'

PROJECT NUMBER:  
**PRCC0023**

SHEET NO.

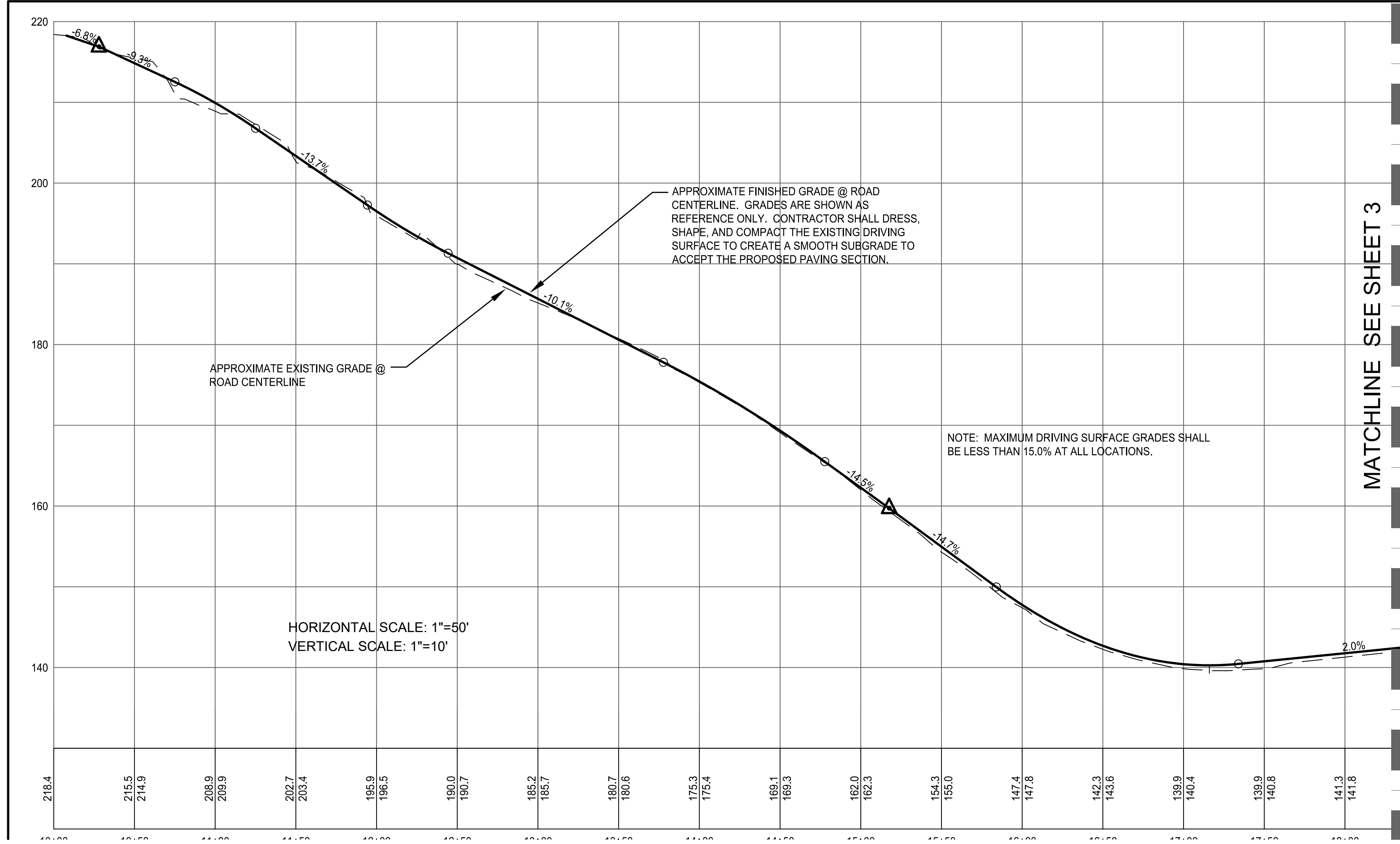
**2**



1 DRIVEWAY ENTRANCE/TURNAROUND  
SCALE: 1"=20'

**CONSTRUCTION KEY NOTES**

- 1 NEW LOCATION FOR MAILBOXES. CONTRACTOR TO CONSTRUCT NEW FOOTINGS EQUIVALENT TO OR BETTER THAN EXISTING ONES.
- 2 REMOVE AND RELOCATE EXISTING MAILBOXES IN EQUIVALENT OR BETTER CONDITION.
- 3 CREATE SITE FOR NEW PARK SIGN LOCATION. SIGN AND INSTALLATION BY OTHERS.
- 4 REMOVE AND PRESERVE EXISTING GATE FOR RELOCATION.
- 5 NEW LOCATION FOR GATE. CONTRACTOR TO CONSTRUCT NEW FOOTINGS EQUIVALENT TO OR BETTER THAN EXISTING ONES AND REINSTALL GATE.
- 6 STA 10+60 WARNING SIGN: NO OUTLET (MUTCD W14-2)
- 7 STA 10+80 WARNING SIGN: "NARROW ROAD" SPEED LIMIT SIGN: 10 MPH (MUTCD R2-1)
- 8 STA 11+45 WARNING SIGN: "SPEED BUMP"
- 9 STA 11+85 WARNING SIGN: "SPEED BUMP"
- 10 PAINT 4" WIDE DOUBLE YELLOW STRIPE @ C/L.
- 11 STA 16+00 WARNING SIGN: "SPEED BUMP"
- 12 STA 17+00 WARNING SIGN: "SPEED BUMP"



**LEGEND**

EXISTING MAJOR CONTOUR LINE	PROPOSED MAJOR CONTOUR LINE
EXISTING MINOR CONTOUR LINE	PROPOSED MINOR CONTOUR LINE
FLOWLINE	FLOWLINE
ROCK CHECK DAM	ROCK CHECK DAM
CLEARING LIMITS	CLEARING LIMITS
SILT FENCE	SILT FENCE
CONSTRUCTION ENTRANCE	CONSTRUCTION ENTRANCE
HYDROSEED AREA	HYDROSEED AREA
ROAD CENTERLINE	ROAD CENTERLINE

# NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N.,  
RGE.4E., W.M.  
PIERCE COUNTY, WA.

THESE PLANS MEET THE MINIMUM REQMTS OF  
PIERCE COUNTY ORD. 99-245.

NAME \_\_\_\_\_

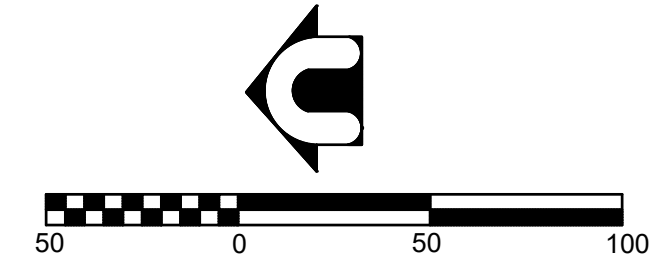
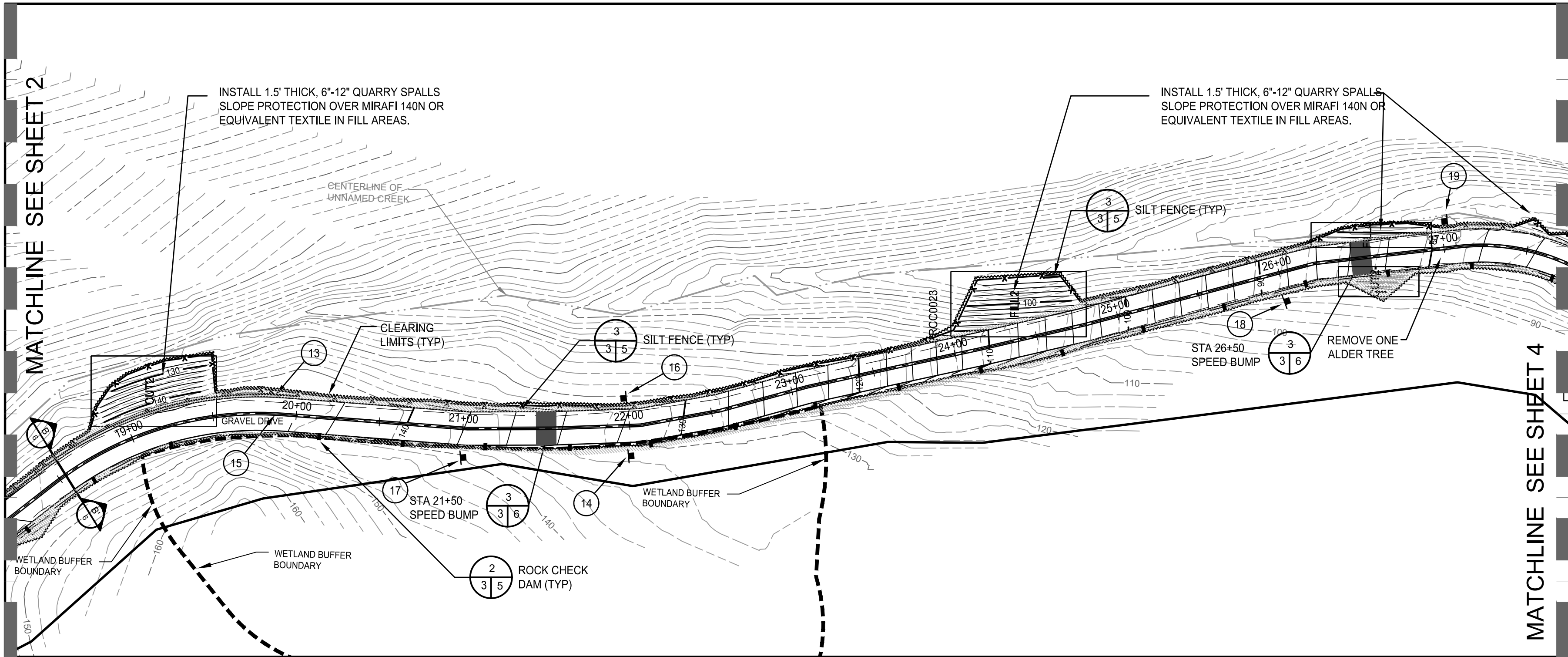
DATE \_\_\_\_\_

THESE ACTION MUST BE COMPLETED PRIOR  
TO BEGINNING CONSTRUCTION:

1. CONTACT THE APPLICANT'S RETAINED  
ENGINEER TO COORDINATE REQUIRED  
INSPECTIONS.
2. APPOINT A TRAINED ESC LEAD WHO SHALL BE  
PROVIDED A COPY OF THE ESC PLAN AND  
INSPECTION SCHEDULE.
3. CONTACT PIERCE COUNTY P.A.L.S. AT  
253-798-4900 TO COORDINATE PRECONSTRUCTION  
MEETING AND COUNTY INSPECTIONS.

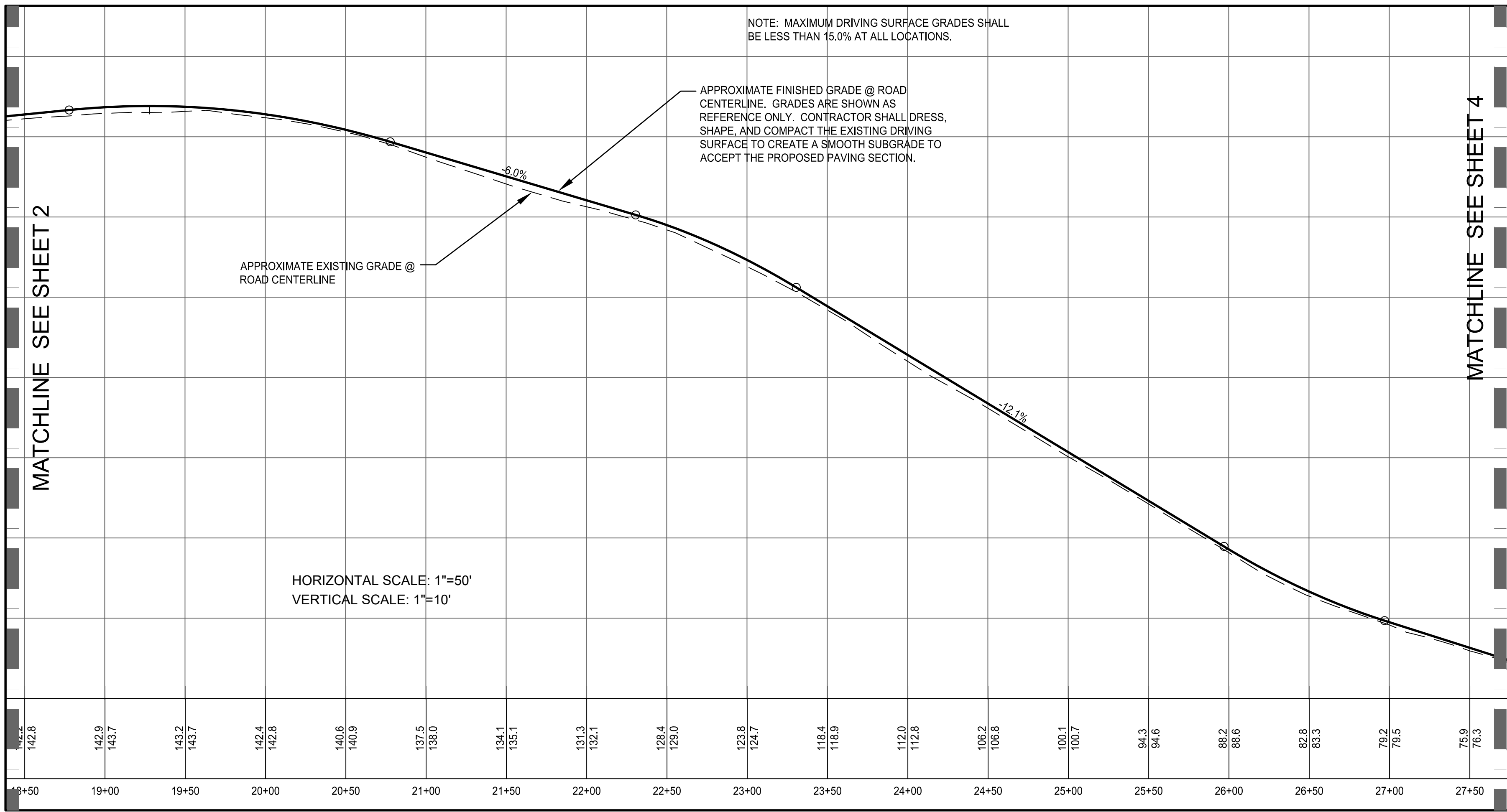
FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY  
ENDANGER OF DELAY PROJECT APPROVAL.

ALL WORK IN THE PUBLIC RIGHT-OF-WAY  
REQUIRES A PERMIT FROM THE PIERCE COUNTY  
PUBLIC WORKS DEPARTMENT.



PLAN AND PROFILE

**NARROWS PARK ACCESS ROAD OVERLAY**  
**PIERCE COUNTY PARKS AND RECREATION**  
ATTN: GRANT GRIFFIN  
PIERCE COUNTY, WA



### CONSTRUCTION KEY NOTES

- 13 210 LF W.S.D.O.T. TYPE 1 GUARDRAIL  
START: STA 18+00  
END: STA 20+00
- 14 STA 22+00  
SPEED LIMIT SIGN: 10 MPH (MUTCD R2-1)
- 15 PAINT 4" WIDE DOUBLE YELLOW STRIPE @ C/L.
- 16 STA 22+00  
WARNING SIGN: "SPEED BUMP"  
SPEED LIMIT SIGN: 10 MPH (MUTCD R2-1)
- 17 STA 21+00  
WARNING SIGN: "SPEED BUMP"
- 18 STA 26+00  
WARNING SIGN: "SPEED BUMP"
- 19 STA 27+00  
WARNING SIGN: "SPEED BUMP"

### LEGEND

EXISTING		PROPOSED
	MAJOR CONTOUR LINE	
	MINOR CONTOUR LINE	
	FLOWLINE	
	ROCK CHECK DAM	
	CLEARING LIMITS	
	SILT FENCE	
	CONSTRUCTION ENTRANCE	
	HYDROSEED AREA	
	ROAD CENTERLINE	

REVISIONS: APPD.

DATE: FEBRUARY, 2003  
DESIGN: MAP  
DRAWN: RCEL  
CHECKED:  
REVISION  
NUMBER:

SCALE: 1"=50'

PROJECT NUMBER:  
**PRCC0023**

SHEET NO.

**3**

# NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N.,  
RGE.4E., W.M.  
PIERCE COUNTY, WA.

THESE PLANS MEET THE MINIMUM REQ'TS OF  
PIERCE COUNTY ORD. 99-245.

NAME \_\_\_\_\_

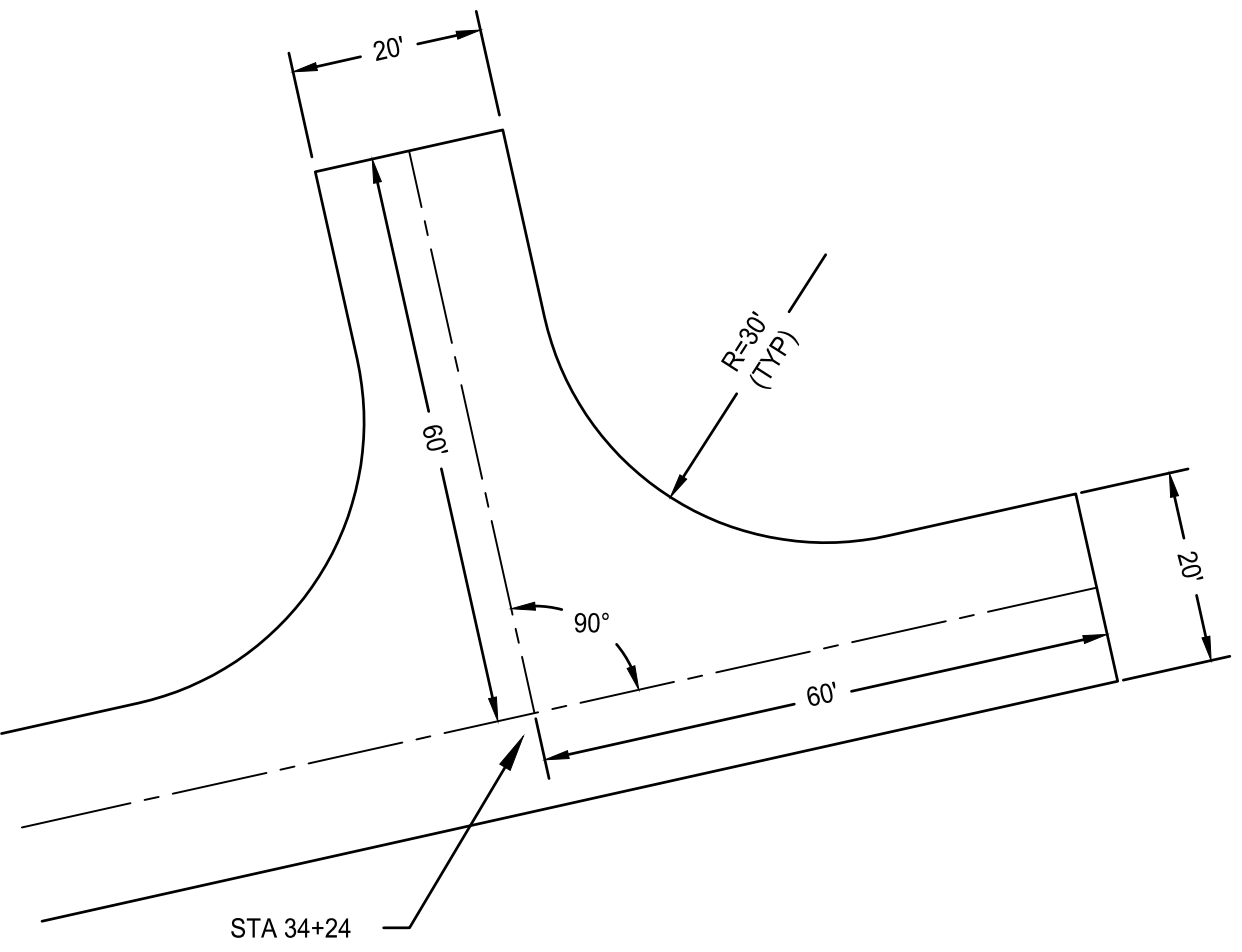
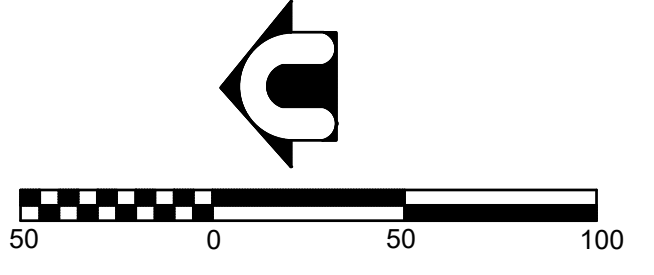
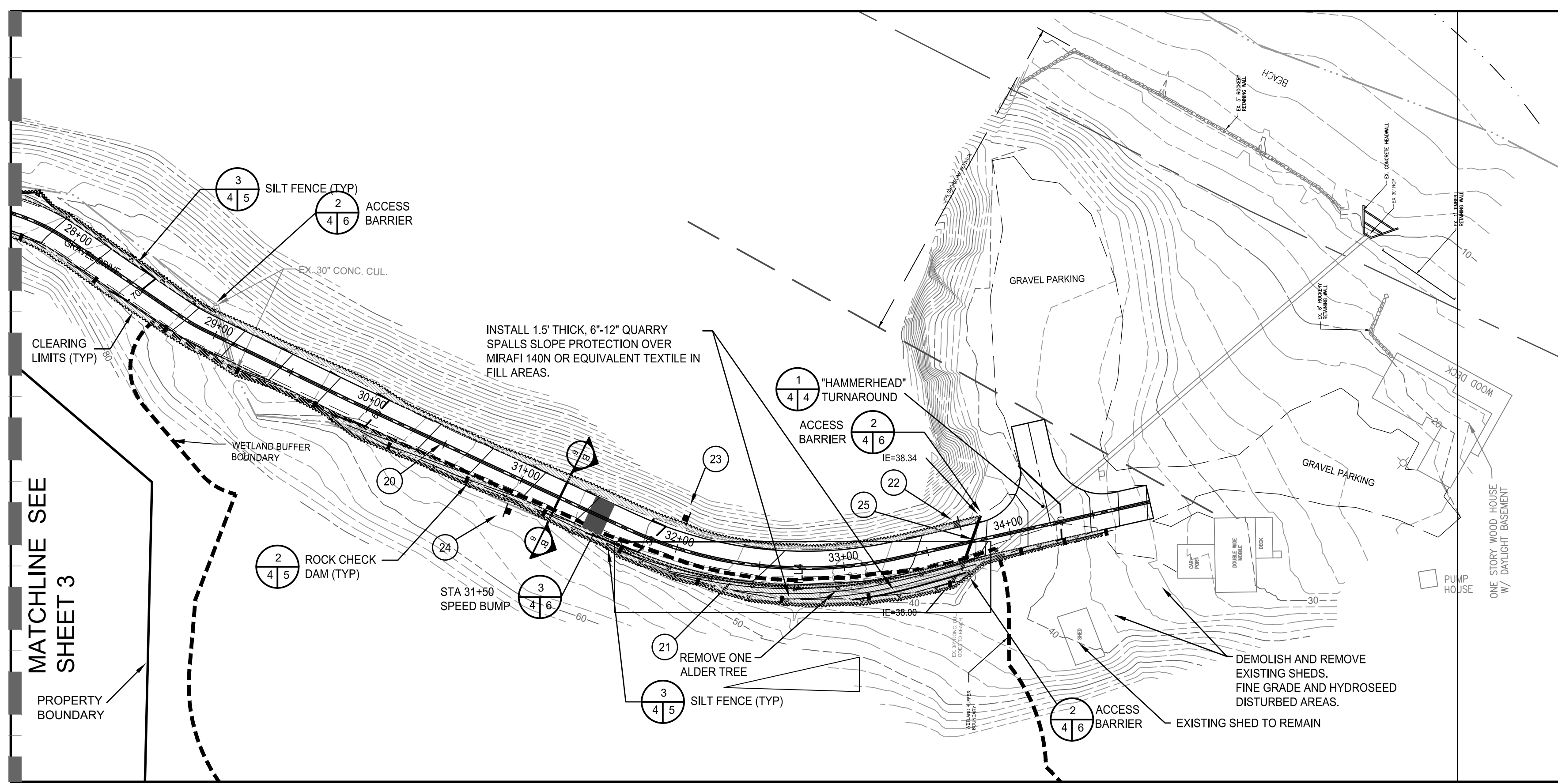
DATE \_\_\_\_\_

THESE ACTION MUST BE COMPLETED PRIOR  
TO BEGINNING CONSTRUCTION:

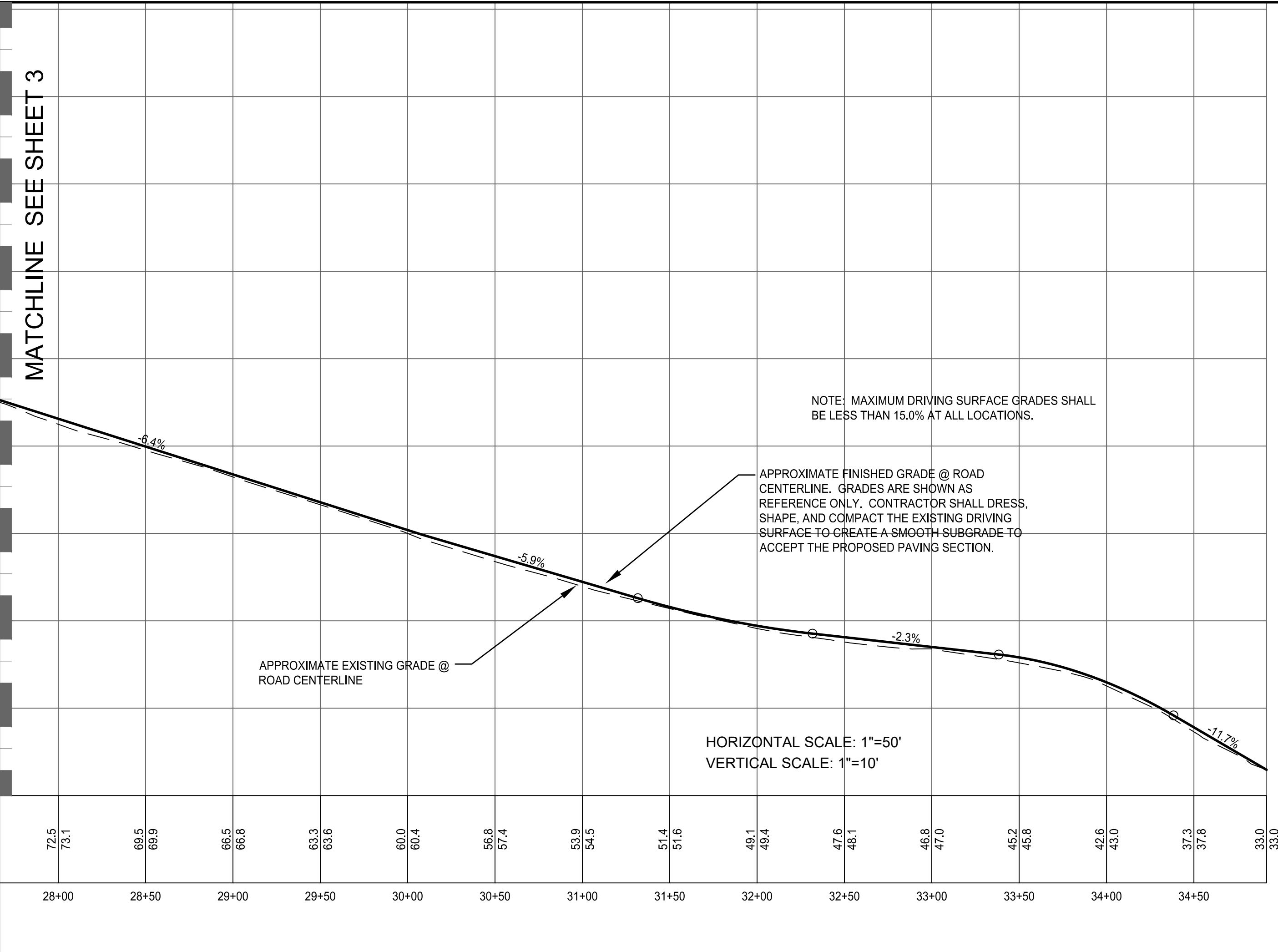
1. CONTACT THE APPLICANTS RETAINED  
ENGINEER TO COORDINATE REQUIRED  
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FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY  
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ALL WORK IN THE PUBLIC RIGHT-OF-WAY  
REQUIRES A PERMIT FROM THE PIERCE COUNTY  
PUBLIC WORKS DEPARTMENT.



1  
4 4  
"HAMMERHEAD" TURNAROUND  
SCALE: 1"=20'



EXISTING		PROPOSED	
140	MAJOR CONTOUR LINE	140	MAJOR CONTOUR LINE
10	MINOR CONTOUR LINE	10	MINOR CONTOUR LINE
---	FLOWLINE	---	FLOWLINE
■	ROCK CHECK DAM	---	ROCK CHECK DAM
---	CLEARING LIMITS	---	CLEARING LIMITS
---	SILT FENCE	---	SILT FENCE
---	CONSTRUCTION ENTRANCE	---	CONSTRUCTION ENTRANCE
---	HYDROSEED AREA	---	HYDROSEED AREA
---	ROAD CENTERLINE	---	ROAD CENTERLINE

- CONSTRUCTION KEY NOTES**
- 20 PAINT 4" WIDE DOUBLE YELLOW STRIPE @ C/L.
  - 21 250 LF W.S.D.O.T. TYPE 1 GUARDRAIL  
START: STA 31+50  
END: STA 33+90
  - 22 STA 10+80  
WARNING SIGN: "NARROW ROAD"  
SPEED LIMIT SIGN: 10 MPH (MUTCD R2-1)
  - 23 STA 32+00  
WARNING SIGN: "SPEED BUMP"
  - 24 STA 31+00  
WARNING SIGN: "SPEED BUMP"
  - 25 INSTALL 34 LF 18"Ø CONCRETE CULVERT AT  
ELEVATIONS SHOWN FOR FUTURE DRAINAGE.

PLAN AND PROFILE  
**NARROWS PARK ACCESS ROAD OVERLAY**  
**PIERCE COUNTY PARKS AND RECREATION**  
 ATTN: GRANT GRIFFIN  
 PIERCE COUNTY, WA

**DAVID EVANS  
AND ASSOCIATES INC.**  
 3700 Pacific Hwy, East, Suite 311  
 Tacoma, Washington 98424  
 Phone: 253.922.9780

REVISIONS:	APPD.

DATE: FEBRUARY, 2003  
 DESIGN: MAP  
 DRAWN: RCEL  
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 PROJECT NUMBER:  
**PRCC0023**  
 SHEET NO.



STANDARD EROSION CONTROL NOTES

- 1. ON SITE EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY PROBLEMS OCCURRING BEFORE FINAL ACCEPTANCE OF THE STORM SYSTEM BY THE ENGINEER SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
2. IN CASE EROSION OR SEDIMENTATION OCCURS TO THE ADJACENT PROPERTY, ALL CONSTRUCTION WORK WITHIN THE DEVELOPMENT THAT WILL AGGRAVATE THE SITUATION MUST CEASE AND THE CONTRACTOR SHALL IMMEDIATELY COMMENCE RESTORATION OR MITIGATION MEASURES. RESTORATION ACTIVITY SHALL CONTINUE UNTIL SUCH TIME AS THE PROBLEM IS RECTIFIED TO THE SATISFACTION OF PIERCE COUNTY AND THE OWNER.
3. ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHOWN ON THIS DRAWING SHALL BE INSTALLED PRIOR TO OR AS THE FIRST STAGE OF SITE PREPARATION.
4. SHOULD THE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON THESE DRAWINGS NOT PROVE ADEQUATE TO CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL INSTALL ADDITIONAL FACILITIES AS NECESSARY TO PROTECT ADJACENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, AND/OR STORM DRAINAGE SYSTEMS.
5. IN ANY AREA WHICH HAS BEEN STRIPPED OF VEGETATION OR HAS EXPERIENCED LAND DISTURBING ACTIVITIES, AND WHERE NO FURTHER WORK IS ANTICIPATED FOR A PERIOD EXCEEDING ONE WEEK, ALL DISTURBED AREAS MUST BE IMMEDIATELY STABILIZED WITH MULCHING, GRASS PLANTING OR OTHER APPROVED EROSION CONTROL TREATMENT APPLICABLE TO THE TIME OF YEAR IN QUESTION. GRASS SEEDING ALONE WILL BE ACCEPTABLE ONLY DURING THE MONTHS OF APRIL THROUGH SEPTEMBER INCLUSIVE. SEEDING MAY PROCEED, HOWEVER, WHENEVER IT IS IN THE INTEREST OF THE CONTRACTOR, BUT MUST BE AUGMENTED WITH MULCHING, NETTING OR OTHER TREATMENT. ALL EXPOSED SURFACES SHALL BE STABILIZED WITHIN 5 DAYS OR 24 HOURS IF A MAJOR STORM IS PREDICTED.
6. THE PROJECT ENGINEER OR PROJECT SURVEYOR WILL BE RESPONSIBLE FOR FIELD LOCATING THE CLEARING LIMITS AND ESTABLISHING THOSE BOUNDARIES WITH BRIGHT COLORED FLAGGING. THE CONTRACTOR MAY CLEAR TO THE LIMITS AS ESTABLISHED ON THIS PLAN AND AS FLAGGED IN THE FIELD.
7. THE COUNTY SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF ALL CLEARING AND GRADING WORK AND EROSION AND SEDIMENTATION CONTROL FACILITIES. THE CONTRACTOR SHALL NOTIFY THE COUNTY FORTY-EIGHT HOURS IN ADVANCE OF EACH REQUIRED EROSION AND SEDIMENTATION CONTROL INSPECTION.
INSPECTION No 1 - INSTALLATION OF EROSION CONTROL FACILITIES /PRIOR TO CLEARING
INSPECTION No 2 - COMPLETION OF CLEARING
INSPECTION No 3 - UPON COMPLETION OF EXCAVATION, FILLING AND EARTHWORK
INSPECTION No 4 - COMPLETION OF PROJECT
INSPECTION No 5 - AS NEEDED TO DETERMINE COMPLIANCE WITH APPROVED PLANS AND/OR SPECIFICATIONS. (DOES NOT REQUIRE ADVANCE NOTICE.)
8. ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE ACCORDANCE WITH THE PIERCE COUNTY STORMWATER MANAGEMENT MANUAL.
9. ALL NECESSARY FACILITIES SHALL BE MAINTAINED ON SITE TO PREVENT DEBRIS, DUST AND MUD FROM ACCUMULATING ON THE PUBLIC RIGHT-OF-WAY.
10. ALL DISTURBED AREAS SHALL BE HYDROSEEDING PER THE SPECIFICATION ON THIS SHEET. THE CONTRACTOR SHALL PROTECT/RE-APPLY HYDROSEEDING AT NO ADDITIONAL COST TO THE OWNER UNTIL THE SEEDING VEGETATION REACHES AN AVERAGE HEIGHT OF FOUR INCHES WITH 90% COVERAGE.

NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N., RGE.4E., W.M.
PIERCE COUNTY, WA.

HYDROSEEDING NOTES

- 1. SEED MIXTURE SHALL BE APPLIED AT THE RATE OF 160 LBS. PER ACRE.

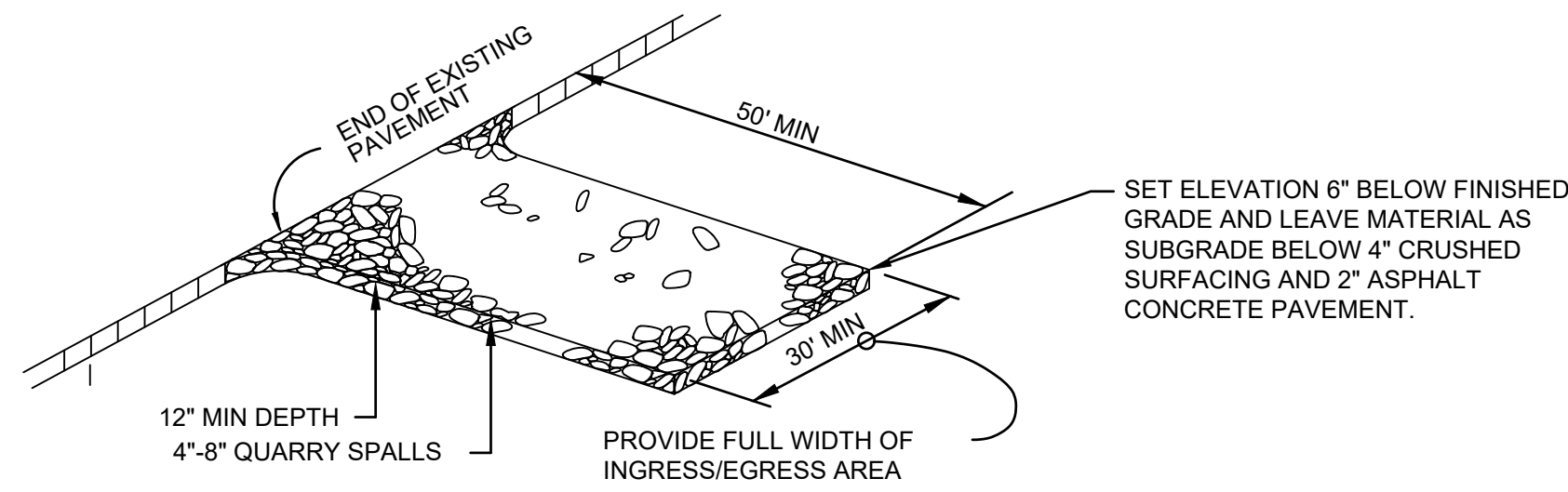
Table with 4 columns: NAME, PROPORTION BY WEIGHT, PERCENT PURITY, PERCENT GERMINATION. Rows include REDTOP (Agrostis alba), ANNUAL RYE (Lolium multiflorum), CHEWING FESCUE (Festuca rubra), and WHITE DUTCH CLOVER (Trifolium repens).

- 2. SEED BEDS PLANTED BETWEEN MAY 1 AND OCTOBER 31 WILL REQUIRE IRRIGATION AND OTHER MAINTENANCE AS NECESSARY TO FOSTER AND PROTECT THE ROOT STRUCTURE. THIS MAINTENANCE SHALL BE PROVIDED AT CONTRACTOR COST.
3. FOR SEED BEDS PLANTED BETWEEN OCTOBER 31 AND APRIL 30, ARMORING OF THE SEED BED WILL BE NECESSARY. (E.G., GEOTEXTILES, JUTE MAT, CLEAR PLASTIC COVERING).
4. BEFORE SEEDING, INSTALL NEEDED SURFACE RUNOFF CONTROL MEASURES SUCH AS GRADIENT TERRACES, INTERCEPTOR DIKES, SWALES, LEVEL SPREADERS AND SEDIMENT BASINS.
5. THE SEEDBED SHALL BE FIRM WITH A FAIRLY FINE SURFACE, FOLLOWING SURFACE ROUGHENING. PERFORM ALL OPERATIONS ACROSS OR AT RIGHT ANGLES TO THE SLOPE.
6. FERTILIZERS ARE TO BE USED ACCORDING TO SUPPLIERS RECOMMENDATIONS. AMOUNTS USED SHOULD BE MINIMIZED, ESPECIALLY ADJACENT TO WATER BODIES AND WETLANDS.
7. SEED SHALL NOT BE USED IN AREAS SUBJECT TO WEAR BY CONSTRUCTION TRAFFIC.

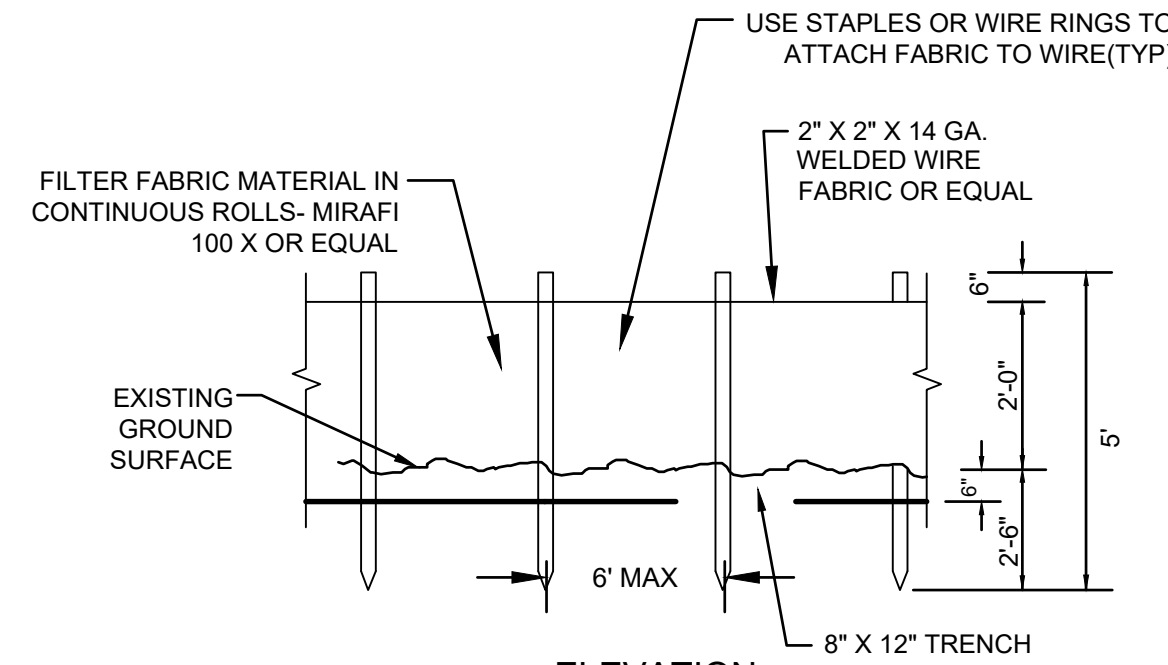
Form with fields for NAME, DATE, and numbered instructions: 1. CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS. 2. APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN AND INSPECTION SCHEDULE. 3. CONTACT PIERCE COUNTY P.A.L.S. AT 253-788-4800 TO COORDINATE PRECONSTRUCTION MEETING AND COUNTY INSPECTIONS.

CONSTRUCTION ENTRANCE NOTES

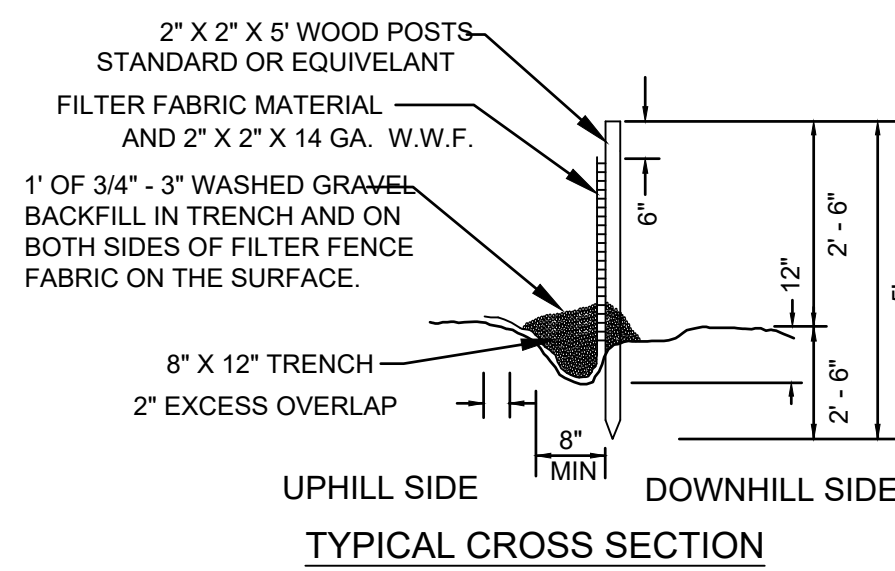
- 1. MATERIAL SHALL BE 4 INCH TO 8 INCH QUARRY SPALLS (4 TO 16 INCH FOR RESIDENTIAL SINGLE FAMILY LOTS) AND MAY BE TOP-DRESSED WITH 1 INCH TO 3 INCH ROCK.
2. THE ROCK SHALL BE AT LEAST 12 INCHES THICK AND 50 FEET LONG (20 FEET FOR SITES WITH LESS THAN 1 ACRE OF DISTURBED SOIL). WIDTH SHALL BE THE FULL WIDTH OF THE VEHICLE INGRESS AND EGRESS AREA. SMALLER PADS MAY BE APPROVED FOR SINGLE-FAMILY RESIDENTIAL AND SMALL COMMERCIAL SITES.
3. ADDITIONAL ROCK SHALL BE ADDED PERIODICALLY TO MAINTAIN PROPER FUNCTION OF THE PAD.
4. IF THE PAD DOES NOT ADEQUATELY REMOVE THE MUD FROM THE VEHICLE WHEELS, THE WHEELS SHALL BE HOSED OFF BEFORE THE VEHICLE ENTERS A PAVED STREET. THE WASHING SHALL BE DONE ON AN AREA COVERED WITH CRUSHED ROCK AND WASH WATER SHALL DRAIN TO A SEDIMENT RETENTION FACILITY OR THROUGH A SILT FENCE.



1 CONSTRUCTION ENTRANCE NOT TO SCALE



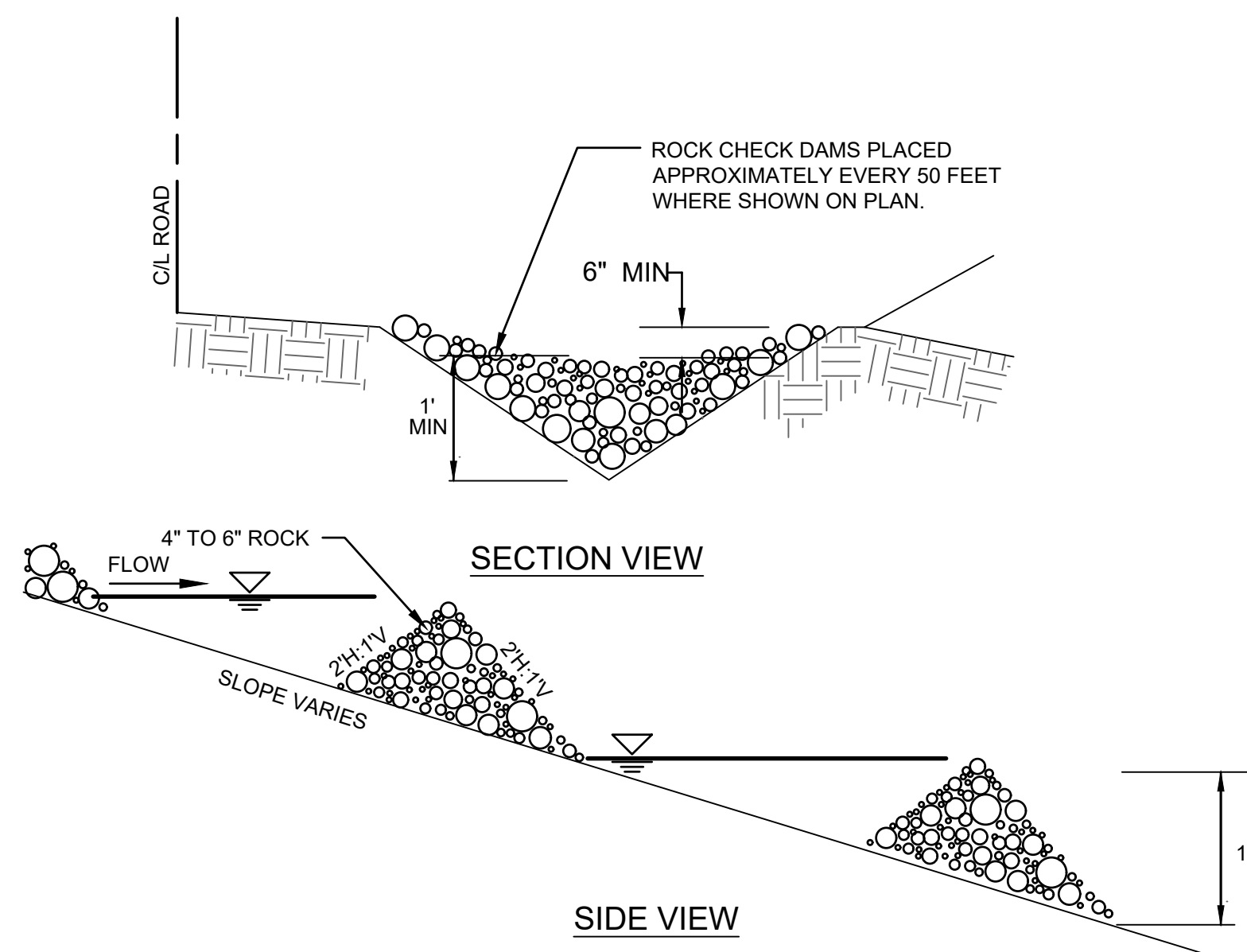
- NOTES:
1. PLACE 1' OF 3/4" - 3" WASHED ROCK OR PEA GRAVEL ON BOTH SIDES OF FENCE TO CREATE A BEVEL SHAPE.
2. FABRIC SHALL COVER BOTTOM OF 8" X 12" TRENCH AND EXTEND BEYOND THE LIMITS OF THE GRAVEL IN ORDER TO MAINTAIN AN EXCESS OVERLAP OF 2" MINIMUM AS SHOWN IN THE TYPICAL CROSS SECTION.
3. FILTER FABRIC MAY BE APPLIED TO EXISTING CHAIN LINK FENCES.
4. KEEP FENCE IN PLACE UNTIL UPSTREAM AREA IS PERMANENTLY STABILIZED.
5. INSPECT AFTER RAINFALLS & DAILY DURING PROLONGED RAINFALLS. MAKE ANY REQUIRED MAINTENANCE IMMEDIATELY.



3 SILTATION FENCE DETAILS NOT TO SCALE

CHECK DAM NOTES

- 1. THE MAXIMUM SPACING BETWEEN THE DAMS SHALL BE SUCH THAT THE TOE OF THE UPSTREAM DAM IS AT THE SAME ELEVATION AS THE TOP OF THE DOWNSTREAM DAM.
2. ROCK CHECK DAMS SHALL BE CONSTRUCTED OF 2 TO 4 INCH DIAMETER QUARRY SPALLS. THE QUARRY SPALLS MUST BE PLACED BY HAND OR MECHANICAL PLACEMENT (NO DUMPING OF SPALLS TO FORM DAM) TO ACHIEVE COMPLETE COVERAGE OF THE DITCH OR SWALE AND TO INSURE THAT THE CENTER OF THE DAM IS LOWER THAN THE OUTSIDE EDGES.
3. LOG CHECK DAMS SHALL BE CONSTRUCTED OF 4 TO 6 INCH DIAMETER LOGS. THE LOGS SHALL BE EMBEDDED INTO THE SOIL AT LEAST 18 INCHES.
4. IN THE CASE OF GRASS-LINED DITCHES AND SWALES, CHECK DAMS SHALL BE REMOVED WHEN THE GRASS HAS MATURED SUFFICIENTLY TO PROTECT THE DITCH OR SWALE. THE AREA BENEATH THE CHECK DAMS SHALL BE SEEDING AND MULCHED IMMEDIATELY AFTER DAM REMOVAL.
5. CHECK DAMS SHALL BE CHECKED FOR SEDIMENT ACCUMULATION AFTER EACH SIGNIFICANT RAINFALL. SEDIMENT SHALL BE REMOVED WHEN IT REACHES ONE-HALF OF THE ORIGINAL DAM HEIGHT OR BEFORE.



2 ROCK CHECK DAM NOT TO SCALE

SILT FENCE NOTES

- 1. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND SECURELY FASTENED AT BOTH ENDS TO POSTS.
2. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 30 INCHES).
3. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 8 INCHES WIDE AND 12 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER. THIS TRENCH SHALL BE BACKFILLED WITH WASHED GRAVEL.
4. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4 INCHES AND SHALL NOT EXTEND MORE THAN 24 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
5. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 20 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 24 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC IS STAPLED TO EXISTING TREES.
6. WHEN EXTRA-STRENGTH FILTER FABRIC AND CLOSER POST SPACING IS USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ABOVE NOTES APPLYING.
7. FILTER FABRIC FENCES SHALL NOT BE REMOVED BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
8. FILTER FABRIC FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
9. SILT FENCES WILL BE INSTALLED PARALLEL TO ANY SLOPE CONTOURS.
10. CONTRIBUTING LENGTH TO FENCE WILL NOT BE GREATER THAN 100 FEET.
11. DO NOT INSTALL BELOW AN OUTLET PIPE OR WEIR.
12. INSTALL DOWNSLOPE OF EXPOSED AREAS.
13. DO NOT DRIVE OVER OR FILL OVER SILT FENCES.

T.E.S.C. DETAILS AND NOTES
NARROWS PARK ACCESS ROAD OVERLAY
PIERCE COUNTY PARKS AND RECREATION
ATTN: GRANT GRIFFIN
PIERCE COUNTY, WA

DAVID EVANS AND ASSOCIATES INC.
3700 Pacific Hwy. East, Suite 311
Tacoma, Washington 98424
Phone: 253.922.9780

REVISIONS: APPD.

DATE: FEBRUARY, 2003
DESIGN: MAP
DRAWN: RCEL
CHECKED:
REVISION NUMBER:

SCALE: N/A

PROJECT NUMBER: PRCC0023

SHEET NO.

# NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N., RGE.4E., W.M.  
PIERCE COUNTY, WA.

## PIERCE COUNTY GENERAL NOTES

- (FOR PRIVATE DEVELOPMENT)
- ALL MATERIALS AND WORKMANSHIP IN PIERCE COUNTY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND PIERCE COUNTY PUBLIC ROAD STANDARDS.
  - IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES TO COORDINATE CONSTRUCTION. ALL UTILITY RELOCATION WORK SHALL BE AT THE EXPENSE OF THE APPLICANT AND MUST BE IN ACCORDANCE WITH THE STANDARDS OF THE COUNTY.
  - BURIED UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL HAVE THE UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION.
  - ANY REVISIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED BY THE PIERCE COUNTY DEVELOPMENT ENGINEERING SECTION PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
  - UPON COMPLETION OF THE PROJECT'S PRIVATE STORM DRAINAGE SYSTEM, A "LETTER OF COMPLETION," SIGNED AND STAMPED BY A PROFESSIONAL ENGINEER IN THE STATE OF WASHINGTON, MUST BE SUBMITTED TO THE BUILDING DEPARTMENT PRIOR TO ISSUANCE OF A FINAL OCCUPANCY PERMIT AND PRIOR TO RELEASE OF ANY FINANCIAL GUARANTEE POSTED BY THE APPLICANT.
  - BEFORE WORKING IN THE COUNTY RIGHT-OF-WAY, THE APPLICANT SHALL:
    - OBTAIN A GENERAL PERMIT FROM THE COUNTY.
    - SUBMIT A FINANCIAL GUARANTEE TO THE COUNTY TO ASSURE SATISFACTORY COMPLETION OF THE WORK.
    - PROVIDE PROOF OF LIABILITY INSURANCE IN AN AMOUNT REQUIRED BY THE COUNTY.
  - THE CONTRACTOR SHALL NOTIFY THE APPLICANT'S ENGINEER IN THE EVENT OR DISCOVERY OF POOR SOILS, STANDING WATER, GROUNDWATER, OR SEVERE DISCREPANCIES FROM SOIL LOG DESCRIPTIONS AS NOTED ON THESE PLANS.
  - EXCAVATION STANDARDS
 

### CUT SLOPES

SLOPES SHALL NOT BE STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL, OR AS RECOMMENDED BY A SOILS ENGINEER. THE CATCH POINT OF THE TOP OF THE SLOPE SHALL BE SET BACK FROM THE SITE BOUNDARY LINE IN ACCORDANCE WITH THE FOLLOWING TABLE, UNLESS A RETAINING WALL IS DESIGNED BY THE ENGINEER AND CONSTRUCTED FOR THE PROJECT.

CUT DEPTH	SET BACK DISTANCE
UNDER 5 FEET	2 FEET
5 - 20 FEET	HEIGHT/2
OVER 20 FEET	10 FEET

### FILL STANDARDS

### FILL LOCATION

SLOPES SHALL NOT BE STEEPER THAN 1-1/2 HORIZONTAL TO 1 VERTICAL, OR AS RECOMMENDED BY A SOILS ENGINEER. FILL SITES MUST BE APPROVED BY THE ENGINEER AS SUITABLE LOCATIONS FOR THE PROPOSED FILL.

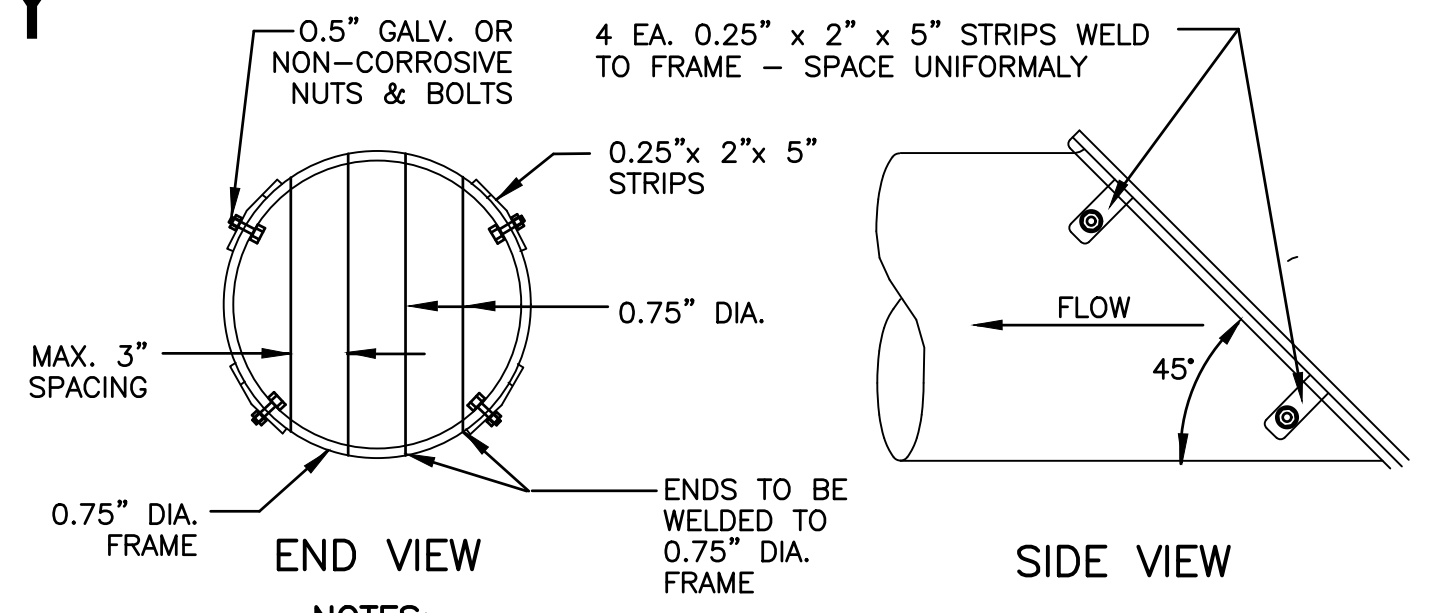
### PREPARATION OF GROUND

THE GROUND SURFACE FOR FILLS OVER FIVE FEET IN HEIGHT SHALL BE PREPARED BY REMOVING VEGETATION, NONCOMPLYING FILL, TOPSOIL, AND OTHER UNSUITABLE MATERIALS; SCARIFYING TO PROVIDE A BOND WITH THE NEW FILL; AND, WHERE EXISTING SLOPES ARE STEEPER THAN 5 HORIZONTAL TO 1 VERTICAL, BY BENCHING INTO COMPETENT MATERIAL AS DETERMINED BY THE SOILS ENGINEER. THE BENCH UNDER THE TOE OF A FILL ON A SLOPE STEEPER THAN 5 HORIZONTAL TO 1 VERTICAL SHALL BE AT LEAST 10 FEET WIDE, OR AS RECOMMENDED BY A SOILS ENGINEER.

### SETBACK FROM PROPERTY LINES

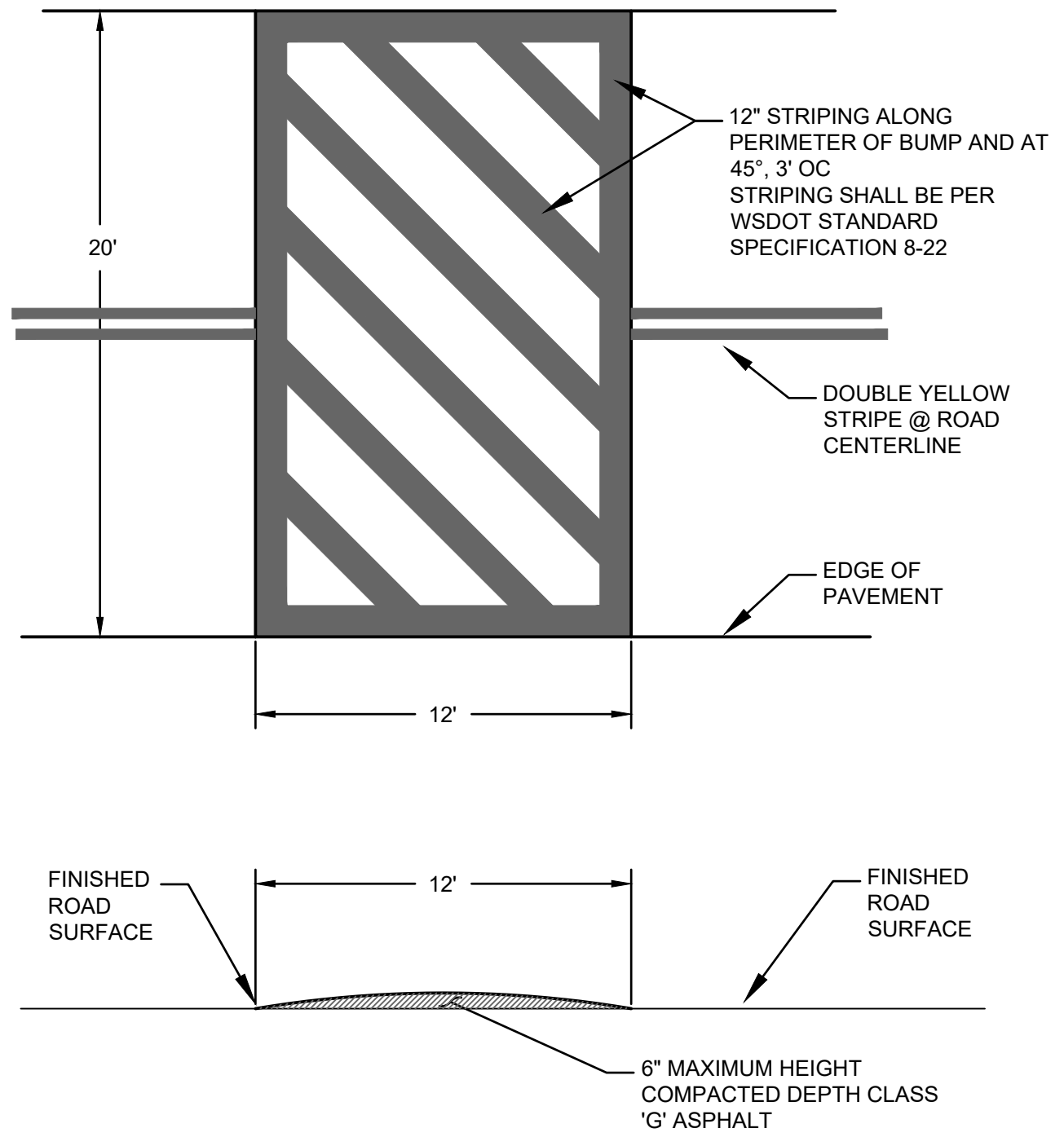
THE TOE OR CATCH POINT OF FILL SLOPES SHALL BE SET BACK FROM THE SITE BOUNDARY LINE IN ACCORDANCE WITH THE FOLLOWING TABLE, UNLESS A RETAINING WALL IS DESIGNED BY THE ENGINEER AND CONSTRUCTED FOR THE PROJECT.

FILL DEPTH	SET BACK DISTANCE
UNDER 5 FEET	2 FEET
5 - 40 FEET	HEIGHT/2
OVER 40 FEET	20 FEET
  - ISSUANCE OF A SITE DEVELOPMENT PERMIT BY PIERCE COUNTY DOES NOT IMPLY OR SIGNIFY THAT THE PROPOSED WORK COMPLIES WITH THE REQUIREMENTS OF OR IS ALLOWED BY OTHER COUNTY ORDINANCES, REGULATIONS, OR REQUIREMENTS, OR STATE OR FEDERAL LAWS. APPLICANT WILL ACCEPT SOLE RESPONSIBILITY AND LIABILITY FOR COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL RULES, REQUIREMENTS, LAWS, ORDINANCES, AND REGULATIONS.
  - THE SITE DEVELOPMENT PERMIT MUST BE POSTED BY THE DEVELOPER AT THE DRIVEWAY LOCATION FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. THE DEVELOPER WILL BE RESPONSIBLE FOR THE WEATHERPROOFING OF THE PERMIT, POSTING APPARATUS, AND MAINTENANCE.
  - A SITE DEVELOPMENT PERMIT SHALL BE VALID FOR THREE YEARS FROM THE DATE OF APPROVAL BY THE COUNTY. A ONE-YEAR EXTENSION MAY BE GRANTED IF DEEMED APPROPRIATE BY THE COUNTY.
  - THE COUNTY IS AUTHORIZED TO MAKE INSPECTIONS AND TAKE SUCH ACTIONS AS REQUIRED TO ENFORCE THESE REGULATIONS. THE COUNTY REPRESENTATIVE SHALL PRESENT PROPER CREDENTIALS AND MAKE A REASONABLE EFFORT TO CONTACT THE PROPERTY OWNER BEFORE ENTERING ONTO PRIVATE PROPERTY.
  - SHOULD THE COUNTY BECOME AWARE OF CONDITIONS THAT INVALIDATE THE ORIGINAL DESIGN DATA USED TO OBTAIN THE PERMIT OR DETERMINE THAT THE APPLICANT IS NOT COMPLYING WITH THE CONDITIONS OF THE PERMIT OR APPROVED PLANS, THE COUNTY MAY REVOKE THE ORIGINAL PERMIT AND/OR ORDER WORK STOPPED ON THE PROJECT. THE COUNTY MAY REQUIRE THE APPLICANT TO RESUBMIT INFORMATION OR PLANS FOR REVIEW AND APPROVAL AND APPLY FOR A NEW PERMIT.
  - STRUCTURAL FILL IS DEFINED AS ALL MATERIAL PLACED WHERE LOADS OF STRUCTURES, IMPROVEMENTS OR FACILITIES WILL BE SUPPORTED BY FILL. STRUCTURAL FILL SHALL EXTEND OUTSIDE THE NEAT LINES OF THE FOOTINGS FOR A DISTANCE EQUAL TO OR GREATER THAN TWICE THE DEPTH OF THE FILL. IN ADDITION, FILL PLACED ON SLOPES STEEPER THAN 4H:1V IS CONSIDERED TO BE STRUCTURAL FILL.
  - ALL STRUCTURAL FILL SHOULD CONSIST OF FREE DRAINING GRANULAR MATERIAL HAVING A MAXIMUM PARTICLE SIZE OF SIX (6) INCHES, AND CONTAINING NO ORGANIC MATTER OR AS APPROVED BY THE SOILS ENGINEER.
  - DURING WET WEATHER PLACEMENT THE FILL SHALL BE NON-PLASTIC AND CONTAIN LESS THAN 7 % BY WEIGHT PASSING THE #200 SIEVE SCREEN, IN ACCORDANCE WITH ASTM METHOD C-117.
  - ALL SURFACES TO RECEIVE FILL SHALL BE STRIPPED OF VEGETATION AND ALL ORGANIC MATTER PRIOR TO PLACEMENT AND SHALL BE COMPACTED TO 95% OF MAX DRY DENSITY.
  - FILL PLACED ON SLOPES EXCEEDING 4H:1V SHALL BE BENCHED HORIZONTALLY INTO THE SLOPE. THE BENCH SHALL BE WIDE ENOUGH FOR THE SUPPORT OF CONVENTIONAL COMPACTION EQUIPMENT AND NO GREATER THAN 4- FEET DEEP.
  - ALL STRUCTURAL FILL INCLUDING WALL AND TRENCH BACKFILL, SHOULD BE PLACED IN HORIZONTAL LIFTS, NOT TO EXCEED 10 INCHES IN LOOSE THICKNESS.
  - EACH LIFT SHALL BE COMPACTED TO A DRY DENSITY EQUAL TO OR GREATER THAN 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557.
  - ALL FILL MATERIAL SHOULD BE PLACED AT OR NEAR OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D-1557. ANY MATERIAL THAT IS TOO WET TO ACHIEVE THE SPECIFIED COMPACTION MUST BE DRIED OUT OR REPLACED WITH GRANULAR MATERIAL THAT CAN BE PROPERLY COMPACTED.
  - COMPACTION TESTING SHALL BE PERFORMED BY A WABO CERTIFIED TESTING LABORATORY AT NO ADDITIONAL COST TO THE OWNER. TESTING FREQUENCY SHALL CONSIST OF ONE (1) TEST PER LIFT PER 10,000 SF OF AREA AND ONE (1) TEST PER 250 LINEAL FEET OF TRENCH.
  - CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR JOBSITE SAFETY AND SHALL PROVIDE ALL TEMPORARY SHORING, FENCING, SIGNAGE, BARRICADES, ETC. REQUIRED BY ALL APPLICABLE LOCAL AND STATE REGULATIONS.

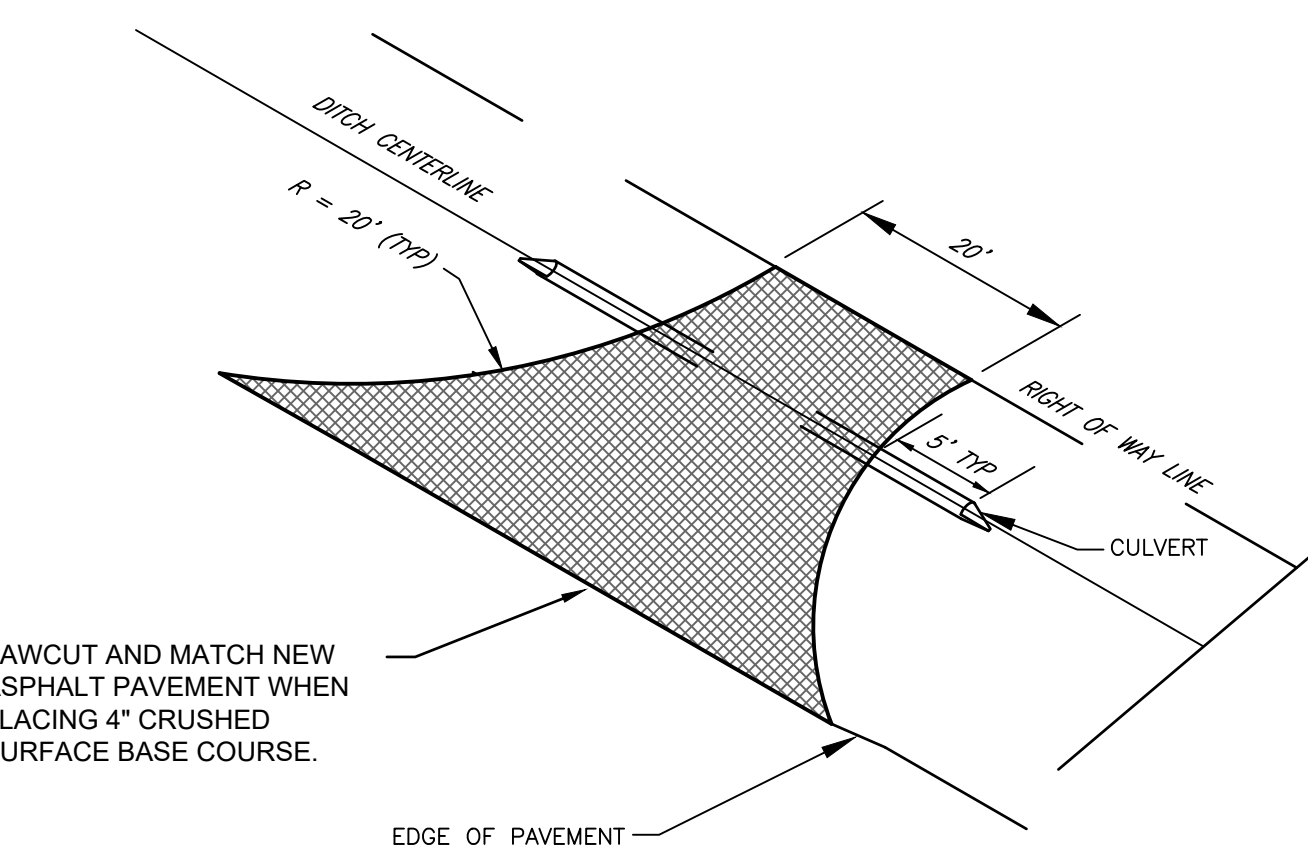


- NOTES:**
- ALL STEEL PARTS MUST BE GALVANIZED AND ASPHALT COATED (TREATMENT 1 OR BETTER)
  - FRAME SHALL BE BOLTED SECURELY TO EXISTING CULVERT.

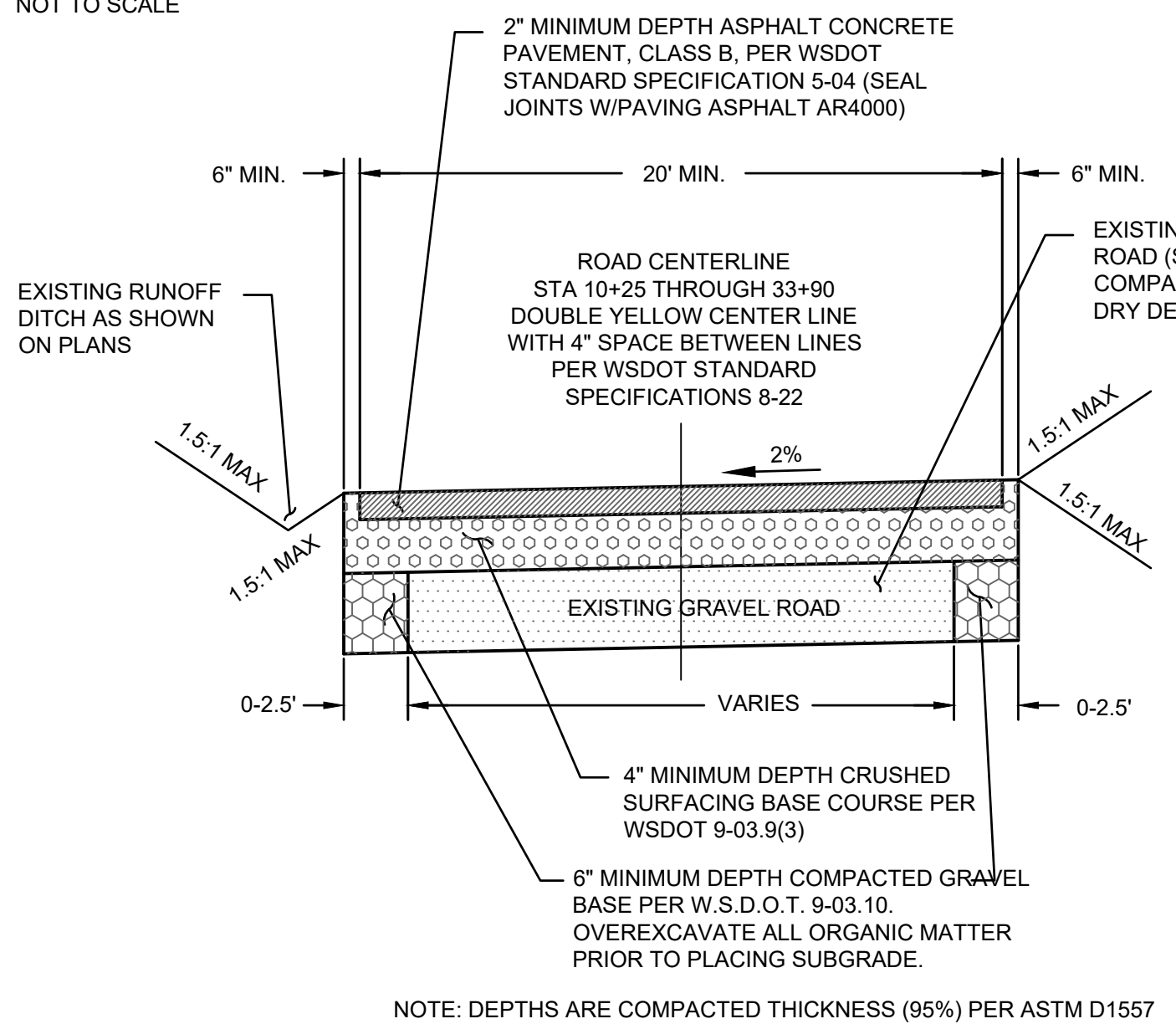
2 ACCESS BARRIER  
NOT TO SCALE



3 SPEED BUMP  
NOT TO SCALE

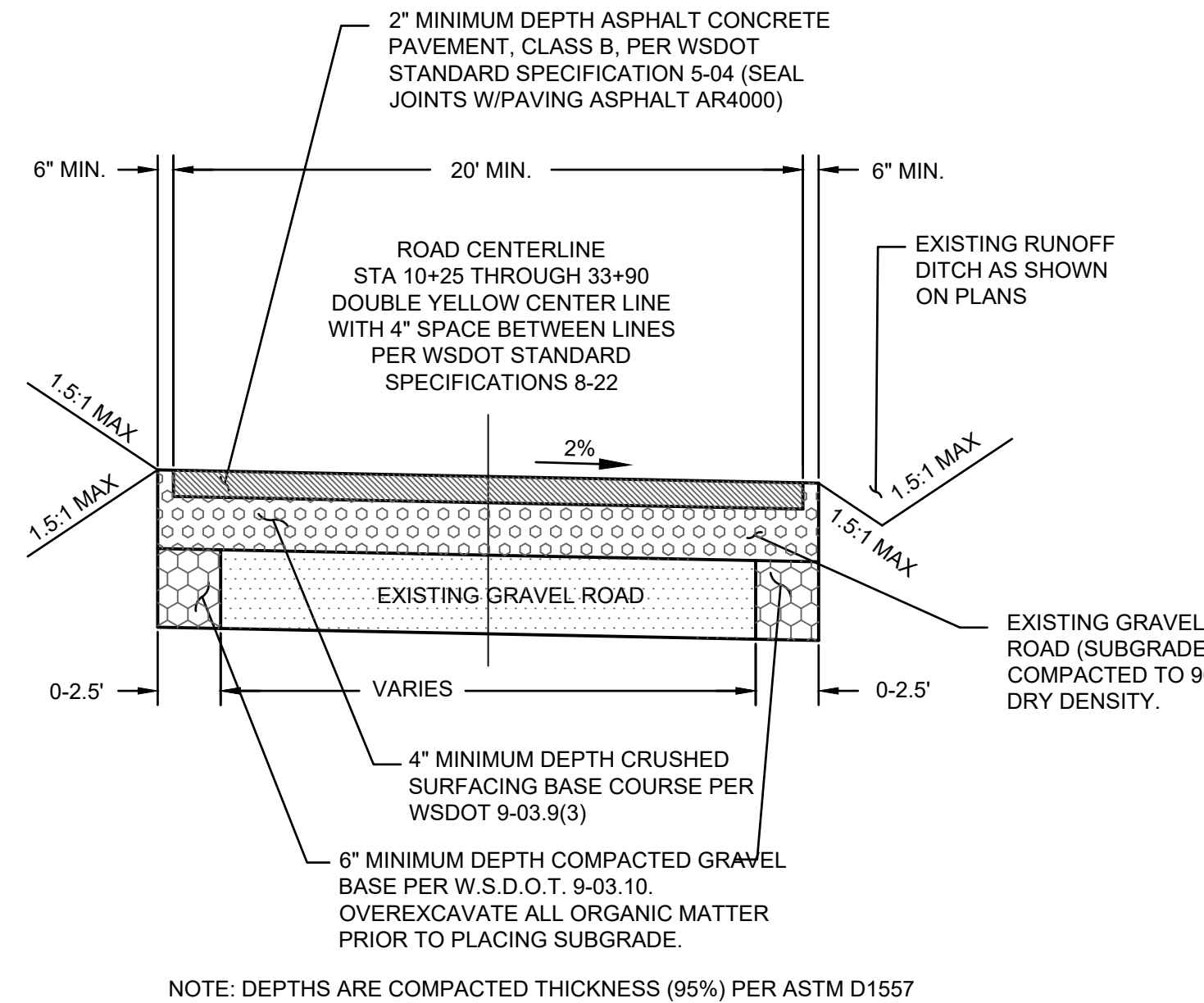


1 MODIFIED MINOR DRIVEWAY APPROACH,  
OPEN DRAINAGE  
NOT TO SCALE



NOTE: DEPTHS ARE COMPACTED THICKNESS (95%) PER ASTM D1557

SECTION A-A'  
STATIONS 10+07 THROUGH 14+60



NOTE: DEPTHS ARE COMPACTED THICKNESS (95%) PER ASTM D1557

SECTION B-B'  
STATIONS 14+80 THROUGH 34+50

TYPICAL ROAD SECTIONS  
NOT TO SCALE

THESE PLANS MEET THE MINIMUM REQMTS OF PIERCE COUNTY ORD. 99-24S.

NAME	
DATE	

THESE ACTION MUST BE COMPLETED PRIOR TO BEGINNING CONSTRUCTION:

- CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS.
- APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN AND INSPECTION SCHEDULE.
- CONTACT PIERCE COUNTY P.A.S. AT 253-798-4900 TO COORDINATE PRECONSTRUCTION MEETING AND COUNTY INSPECTIONS.

FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY ENDANGER OF DELAY PROJECT APPROVAL.

ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT.

DETAIL AND NOTES  
**NARROWS PARK ACCESS ROAD OVERLAY**  
**PIERCE COUNTY PARKS AND RECREATION**  
 ATTN: GRANT GRIFFIN  
 PIERCE COUNTY, WA

**DAVID EVANS AND ASSOCIATES INC.**  
 3700 Pacific Hwy, East, Suite 301  
 Tacoma Washington 98424  
 Phone: 2539229780

REVISIONS:	APPD.
DATE:	FEBRUARY, 2003
DESIGN:	MAP
DRAWN:	RCEL
CHECKED:	
REVISION NUMBER:	
SCALE:	N/A
PROJECT NUMBER:	PRCC0023
SHEET NO.	6



# NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N., RGE.4E., W.M.  
PIERCE COUNTY, WA.

THESE PLANS MEET THE MINIMUM REQUMTS OF  
PIERCE COUNTY ORD. 99-245.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

THESE ACTION MUST BE COMPLETED PRIOR  
TO BEGINNING CONSTRUCTION:

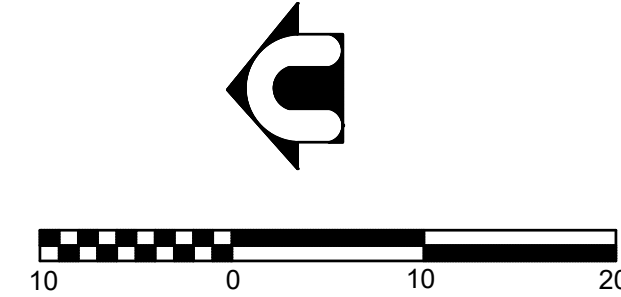
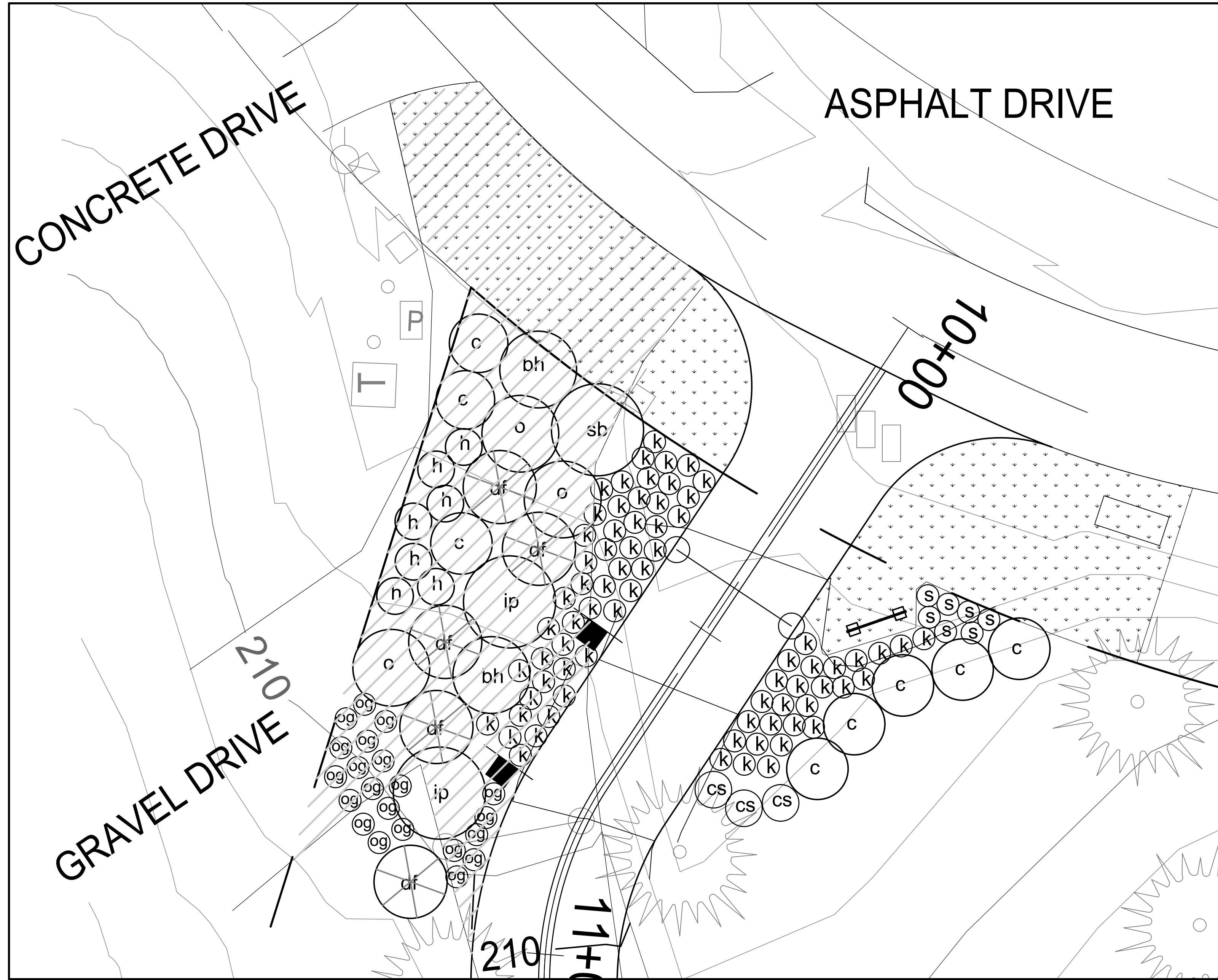
1. CONTACT THE APPLICANT'S RETAINED  
ENGINEER TO COORDINATE REQUIRED  
INSPECTIONS.
2. APPOINT A TRAINED ESC LEAD WHO SHALL BE  
PROVIDED A COPY OF THE ESC PLAN AND  
INSPECTION SCHEDULE.
3. CONTACT PIERCE COUNTY P.A.L.S. AT  
253-788-4900 TO COORDINATE PRECONSTRUCTION  
MEETING AND COUNTY INSPECTIONS.

FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY  
ENDANGER OF DELAY PROJECT APPROVAL.

ALL WORK IN THE PUBLIC RIGHT-OF-WAY  
REQUIRES A PERMIT FROM THE PIERCE COUNTY  
PUBLIC WORKS DEPARTMENT.

PLANTING PLAN  
**NARROWS PARK ACCESS ROAD OVERLAY**  
**PIERCE COUNTY PARKS AND RECREATION**  
 ATTN: GRANT GRIFFIN  
 PIERCE COUNTY, WA

**DAVID EVANS  
AND ASSOCIATES INC.**  
 3700 Pacific Hwy. East, Suite 311  
 Tacoma, Washington 98424  
 Phone: 253.922.9780



**NATIVE PLANT LIST**

<u>SYMBOL</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>SPACING</u>
<b>TREES</b>				
df	Pseudotsuga Menziesii	Douglas Fir	5'-6' ht.	10 ft. o.c.
<b>SHRUBS</b>				
sb	Ceanothus velutinus	Snowbrush	min. 2 canes; 1 gal. cont.	12 ft. o.c.
d	Cornus stolonifera	Red-Osier Dogwood	min. 3 canes; 1 gal. cont.	15 ft. o.c.
bh	Corylus cornuta californica	Beaked Hazelnut	min. 3 canes; 1 gal. cont.	10 ft. o.c.
o	Holodiscus discolor	Oceanspray	min. 3 canes; 2 gal. cont.	10 ft. o.c.
og	Mahonia aquifolium	Oregon Grape	9"-12"ht.; 1 gal. cont.	3 ft. o.c.
ip	Oemleria cerasiformis	Indian Plum	3 ft. ht.; min. 5 br.; 2 gal.	12 ft. o.c.
c	Ribes sanguineum	Red Flowering Current	min. 3 canes; 2 gal. cont.	8 ft. o.c.
h	Spiraea douglasii	Hard Hack	min. 3 canes; 1 gal. cont.	5 ft. o.c.
cs	Symphoricarpos albus	Common Snowberry	min. 3 canes; 1 gal. cont.	5 ft. o.c.
<b>GROUND COVER</b>				
k	Arctostaphylos uva-ursi	Kinnikinnick	1 gal. cont.	3 ft. o.c.
s	Gaultheria shallon	Salal	1 gal. cont.	3 ft. o.c.

- SCARIFY EXISTING GRAVEL ROADBED TO A DEPTH OF 1.0'. ADD 8" TOPSOIL AND TILL INTO NATIVE MATERIAL. ADD 4" OF TOPSOIL ON TOP OF TILLED MATERIAL PRIOR TO PLANTING. DO NOT DAMAGE ROOT STRUCTURE OF ANY EXISTING TREES IN WORK AREA.
- HYDROSEED AREA

REVISIONS: APPD.

DATE: FEBRUARY, 2003  
 DESIGN: MAP  
 DRAWN: RCEL  
 CHECKED:  
 REVISION NUMBER:

SCALE: 1"=10'

PROJECT NUMBER:  
**PRCC0023**

SHEET NO.

7

# NARROWS PARK ACCESS ROAD OVERLAY

PORTIONS OF SEC. 28 AND 33, TWP. 21 N.,  
RGE.4E., W.M.  
PIERCE COUNTY, WA.

THESE PLANS MEET THE MINIMUM REQMTS OF  
PIERCE COUNTY ORD. 99-24S.

NAME
DATE

THESE ACTION MUST BE COMPLETED PRIOR  
TO BEGINNING CONSTRUCTION:

1. CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS.
2. APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN AND INSPECTION SCHEDULE.
3. CONTACT PIERCE COUNTY P.A.L.S. AT 253-798-4900 TO COORDINATE PRECONSTRUCTION MEETINGS AND COUNTY INSPECTIONS.

FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY ENDANGER OF DELAY PROJECT APPROVAL.

ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT.

PLANTING NOTES

**NARROWS PARK ACCESS ROAD OVERLAY  
PIERCE COUNTY PARKS AND RECREATION**

ATTN: GRANT GRIFFIN  
PIERCE COUNTY, WA

**DAVID EVANS  
AND ASSOCIATES INC.**

3700 Pacific Hwy, East, Suite 301  
Tacoma Washington 98424  
Phone: 2539229780



### Landscape Planting Specification

#### General Description:

This work shall consist of preparing the site and planting trees, shrubs and ground cover in accordance with these specifications and as shown on the plans or as directed by the Construction Engineer.

a. All work shall be done with accepted horticultural practices by an experienced contractor licensed to practice in the State of Washington.

b. Lawn installation is a general term referring to sodding operations specified herein. Lawn installation shall consist of preparing surfaces, placing, mixing and compacting topsoil where specified, sodding and fertilizing, where required, all graded and disturbed areas in accordance with the specifications and plans.

c. Seeding operation is a general term referring to hand or hydroseeding operations specified herein. Seeding shall include all ground preparation and associated work required to seed/hydroseed disturbed areas designated for seeding to control erosion.

d. All seeding and/or sodding operations shall occur as soon as grading operations are complete and it is an acceptable time of the year.

#### Materials:

a. Topsoil  
Imported soil shall be utilized and mixed into the existing site topsoil to create an amended soil mixture. The imported soil shall be a nutrient-rich composted material consisting of yard waste, stumps, pallets and clean, unpainted lumber. This material shall have been heat composted for the appropriate number of months, monitored and blended in accordance with EPA processing standards and shall be purchased only from a permitted facility. Documentation of purchase shall be required by the Engineer. All composted materials must be accompanied by a data sheet showing the following:  
product consistency with content standards  
percentage of recycled content  
amount of post consumer content  
typical soil test data including information such as pH, phosphorous (P), potassium (K), Calcium (Ca), magnesium (Mg), boron, salt, total nitrogen content, as well as organic percentage.

Imported soil shall be placed to a depth of three (3") inches in all lawn areas and shrub beds. It shall also be mixed with the site soil and used in backfilling all plant pits and in any other areas specified on the plans and where requested by the Construction Engineer.

b. Sod  
All sod shall comply with the State and Federal Laws, including quarantines, with respect to inspection, plant diseases and insect infestation. Sod shall be mature, dense-rooted grass and shall possess the following characteristics:  
uniformity  
acceptable, uniform color and in a vigorous state of growth  
free of serious weeds and weed seeds (including clover)  
free of diseases and insect damage  
adequate sod strength for handling (minimum of one inch thick soil)  
a minimum amount of thatch  
displays good drainage characteristics  
mowed to a maximum height of one (1") inch.

The available sod mixtures currently on the market shall be submitted to the Construction Engineer for selection and approval.

c. Seed  
Grasses, as specified herein, shall conform to the standards for "Certified" grade seed or better. Seed shall be furnished in standard containers on which shall be shown the following information:  
common name of seed  
percent of purity lot number  
net weight  
percentage of germination  
percentage of weed seed content and inert material  
clearly marked for each kind of seed in accordance with applicable State and Federal laws.

Seed which has become wet, moldy, is more than one year old or otherwise damaged in transit or storage will not be acceptable.

Finished lawn seed mix and rate of application shall be as follows:

Seed Kind	% of Mixture by Weight
Perennial Rye	40
Cheiwings Fescue	20
Red Creeping Fescue	15
Kentucky Bluegrass	10
Fine Fescue	15

The rate of application shall be 120 pounds per acre.

Erosion control seed mix and rate of application shall be as follows:

Seed Kind	% of Mixture by Weight
Perennial Rye	30
Cheiwings Fescue	20
Creeping Fescue	15
Annual Rye	10
White Dutch Clover	15
Colonial Bent	10

The rate of application shall be 140 pounds per acre.

d. Fertilizer  
Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer. It may be applied separate from other operations or in a mixture containing the percent of total nitrogen, available phosphoric acid and water-soluble potash in the amounts specified. All fertilizers shall be furnished in standard, unopened containers with weight, name of plant nutrients and manufacturer's guaranteed statement of analysis clearly marked.

Fertilizers shall be supplied in one of the following forms:

- a. dry, free-flowing granular fertilizer, suitable for application by an agricultural fertilizer spreader;
  - a soluble form that will permit complete suspension of insoluble particles in water, suitable for application by power sprayer;
  - a homogeneous pellet, suitable for application through a Ferti-blast gun;
  - a tablet or other form of controlled release with a minimum of one year release period.
- All fertilizers shall be supplied in the following forms:
1. Top dressing and planting fertilizer shall be free-flowing granular, 50% nitrogen slow-release 10-20-20 formula, applied at a uniform rate of 15 pounds/1,000 square feet.
  2. Seeding and/or sodding fertilizer shall be free-flowing 16-6-8 with 18% sulfur and 1.5% iron applied at a uniform rate of 9 pounds/1,000 square feet.

e. Lime  
Agricultural "flourgrade" lime or a pelletized lime product shall be used at this site. Application method shall be reviewed by the Engineer prior to commencement of work. Application rate shall be 2 pounds per cubic yard of imported soil.

f. Bark Mulch  
Bark mulch shall consist of Douglas fir, pine or hemlock bark. It shall be ground so that a minimum 95% of the material will pass through a one (1") inch sieve and no more than 50%, by loose volume, will pass through a one-quarter (1/4") inch sieve. The mulch shall not contain resin, tannin or other compounds in quantities that would be detrimental to plant life. Bark mulch shall be installed in all shrub bed areas and all ground cover areas. It shall also be placed around the base of all trees in a two (2') foot radius circle in lawn areas. Bark shall be placed to a depth of three (3") inches.

g. Plant Materials

1. Quality  
All plant material shall meet the grades established by the latest edition of the American Standard for Nursery Stock (ASNS) and shall conform to the size and acceptable conditions as listed in the plant list.
2. All plant material shall comply with the State and Federal laws with respect to inspection for plant diseases and insect infestation.
3. All plants shall consist of live, woody or herbaceous plant material and shall be vigorous, well formed, with well developed fibrous root systems, free from dead branches, lichens and from damage caused by absence or and excess of heat or moisture, insects, diseases, mechanical damage or other causes detrimental to good plant development.
4. Evergreen plants shall be well foliated and of good color. Deciduous trees which have solitary leaders shall have only one leader, one terminal bud, and shall not be sheared or shaped.
5. Trees having a damaged or missing leader, multiple leaders, or Y-crotches shall be rejected.
6. Root balls of plant materials shall be solidly held together by a fibrous root system and shall be composed only of the soil in which the plant has been actually growing. The ball shall be securely wrapped with jute burlap or other packing material not injurious to plant life. Root balls shall be

free of weeds or foreign plant growth.

All plant material shall be nursery grown stock. Container grown plants must be plants transplanted into a container and grown in that container sufficiently long for new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container. Plant material which is root banded, as determined by the Engineer, shall be rejected. Plants that are grafted shall have the roots of the same genus as the specified plant.

All trees shown on the plant list may have both a caliper size and a minimum height shown; the caliper size shall always take precedence in the event of questions on standards.

Average height to spread proportions and branching shall be in accordance with the applicable sections, illustrations and accompanying notes of the ASNS. Plants which have been determined by the Engineer to have suffered damage as the result of girdling of the roots, stem or a major branch; have dead or defoliating tops or branches; or have any defect, injury or condition which renders the plant unsuitable for its intended use, shall be rejected.

2. Handling and Shipping  
Handling and shipping shall be done in a manner that is not detrimental to plants.

To acclimate plant material to Northwest conditions, all plants used on this project shall be grown continuously outdoors north of the 42nd Latitude (Oregon California border) from not later than August first of the year prior to the time of planting.

All container grown plants shall be handled by the container; all balled and burlapped plants shall be handled by the ball. Plants shall not be handled by their trunks or stems. Plant material shall not be dropped or dumped from vehicles.

Plant material shall be packed for shipment in accordance with prevailing practice for the type of plant being shipped and shall be protected at all times against drying, sun, wind, heat, freezing and similar detrimental conditions both during shipment and during related handling. When necessary, plant material shall be temporarily heeled in. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material.

3. Inspection  
The Engineer or Owner's Representative will make no inspection of plant material at the source except as it may elect. Notice shall be given to the Owner's Representative or Engineer not less than 48 hours before the plant material is to be delivered to the site. Random inspections of the plants, including root systems, may be made by the Engineer. All plant material not meeting specification requirements will be rejected. The Contractor shall be responsible for all expenses incurred for removal and replacement of rejected plant materials.

4. Substitution of Plants  
Substitutions shall be made only with the approval of the Engineer. Any Contractor proposed substitutions shall possess the same essential characteristics as the kind of plant actually specified in regard to appearance, ultimate height, shape, habit of growth, general soil requirements, etc. In no case shall the average cost and value of the substituted plants be less than the plants actually specified.

Container grown plant material may be substituted for balled and burlapped plants. Bare root plant material may not be substituted for balled and burlapped or containerized plant material. Substitutions shall be approved by the Engineer and be at no additional cost to the Owner.

5. Temporary Storage  
Plants stored under temporary conditions shall be the responsibility of the Contractor.

Plants stored on the project shall be protected at all times from extreme weather conditions by insulating the root balls with sawdust, soil or other approved material and shall be kept moist at all times.

h. Water  
All water to be used during planting shall be free from oil, acid, alkali, salt or other dissolved or suspended matter which will be harmful to plant material or growing of seed.

i. Anti-Desiccant  
When shipping considerable distances and/or when, in the opinion of the Engineer, the site conditions or planting time warrant, anti-desiccant shall be utilized. It shall be an anti-transpirant concentrate in liquid form capable of application by spraying and/or dipping to relieve transplanting shock, wilt and loss from drying winds. Concentrate shall, when mixed according to manufacturer's recommendations, possess an active ingredient which will retard normal respiration of the plant and be approved for use on edible crops in the US. Concentrate shall not crack, peel off the foliage, be damaged by freezing nor possess any ingredient that will cause solidification nor be harmful to wildlife.

#### Construction Requirements

a. Responsibility During Construction  
The Contractor shall ensure adequate and proper care of all plant material and associated work done on this project until all plant establishment periods required by the contract are complete.

Adequate and proper care shall include, but is not limited to, keeping all plants in a healthy, growing condition by watering, cultivating, pruning, and spraying. Plant material crowns, runners, vines and branches shall be kept free from mulch at all times.

This work shall include keeping the planted areas free from insect infestation, weeds, litter and other debris along with retaining the finished grades and mulch in a neat uniform condition.

The Contractor shall have sole responsibility for the maintenance and appearance of this landscape planting.

b. Planting Area Weed Control  
All planting areas shall be prepared so that they are weed and debris free at the time of planting and until completion of the project. The planting areas shall include all planting beds, sod areas, around all trees and any other areas shown on the plans.

At no time during the Contract shall the Contractor allow weeds within planting beds to reach seed stage.

c. Chemical Pesticides  
Application of chemical pesticides shall be allowed only in accordance with the label recommendations and the Washington State Department of Agriculture orders. All applicators shall be licensed by the State for the class of pesticide utilized.

The Contractor shall use every precaution and extreme care to ensure confinement of the chemicals within the designated areas. The use of any spray chemical pesticides shall require the use of anti drift and activating agents and a spray pattern indicator.

The Contractor shall assume all responsibility for rendering any area unsatisfactory for planting by reason of chemical application. Damage to adjacent areas, either on or off site, shall be repaired to the satisfaction of the Engineer or Owner and the cost of such repair shall be borne by the Contractor.

During the plant establishment period of the Contract, no pesticides shall be considered for use without the written permission of the Owner/Director of the facility.

d. Imported Soil Incorporation  
Topsoil, as specified herein, shall be brought to the site, spread over the entire site to be landscaped to a depth of three (3") inches and thoroughly incorporated into the soil to a total depth of seven (7") inches. (3" of recycled material plus 4" of native soil)

e. Preparation and Cultivation  
Equipment in good condition shall be provided for the proper preparation of the ground, for handling and for spacing of all materials. All grades established by the General Contractor shall be maintained and the areas to be planted kept in a true and even condition. The Landscape Contractor shall be careful not to disturb any of the existing grades, cut slopes or swales created to manage drainage. Where final grades are not established, the areas shall be finish graded and all surfaces left in an even and compacted condition. On all sloped areas, no surfaces shall be left in a condition which may allow erosion to occur or depressions to form; positive drainage shall be maintained throughout the site.

f. Layout of Planting  
All location layout and staking shall be the responsibility of the Contractor, subject to the approval of the Engineer before planting begins. Tree locations shown in the Plans shall be considered approximate; all trees shall be adjusted in location to clear all structures.

In mixed planting areas, trees shall be planted first, followed by the larger shrubs, low shrubs and ground cover.

g. Planting  
No plant material shall be planted until it has been verified as the correct plant material, inspected and approved for planting by the Engineer.

Under no circumstances will planting during freezing weather or in frozen ground be permitted. No planting shall occur from June 15 through August 15, unless approved by the Construction Engineer.

Planting hole sizes shall be one and one-half times the depth of the root ball and twice the width of the container or root ball.

The plant material shall be handled in such a manner that the root systems are kept covered and damp at all times. The root systems of container plants shall be moist at the time of planting. In their final position, the plants shall have the same relationship to the finished grade as when growing in the nursery or container. After planting, the backfill material and rootball shall be thoroughly watered within 24 hours. Plants having upright growth shall be centered, set plumb, faced to give best appearance.

Plant material supplied in containers shall not be removed from the container until the time of planting and at the planting location.

After placing balled and burlapped plants, all inorganic, plastic or treated burlap and all string lacing or wire baskets shall be cut and removed, where accessible. All exposed, encircling root growth shall be severed and removed.

The Contractor shall provide and apply anti-desiccant to all coniferous plant material and to all deciduous trees (when in leaf) at the time of planting or within 24 hours of planting. The anti-desiccant shall not be applied if rain is anticipated in four hours or less.

Sod shall be placed in accordance with standard horticultural practices. Dry soil shall be moistened by sprinkling. All butt joints shall be staggered. On sloped areas, the sod shall be laid with the long dimension parallel to the toe of slope. After placing, the sod shall be rolled and heavily watered utilizing the irrigation system.

If unmovable underground utilities, unusually wet or dry areas, obstructions or rocks are encountered during excavation of planting areas, the Engineer shall be notified at once. At his direction, modifications or alternative locations for the plants will be selected.

All backfill shall be with the recycled topsoil mixed (50%-50%) with native topsoil. Backfilling shall not be done when the soil is saturated, cloddy or in a condition where it would pack or puddle when handled or when conditions are such that planting could not be done in accordance with good horticultural practice. Backfill shall be placed to an elevation 10 percent higher than the desired finished grade, and then thoroughly settled by watering.

h. Bark Mulch  
Bark mulch of the type and to the depth specified, shall be applied where shown on the Plans. Any contamination of the mulch due to the Contractor's operations shall be corrected to its former condition at the Contractor's expense. Mulch shall be feathered to a one (1") inch depth at plant trunks, stems, canes or root collars; be one-half (1/2") inch below the top of junction and valve boxes and be flush with curbs, walks and patio edges.

No rolling to compact bark shall be allowed. Material which shifts or blows away shall be replaced.

i. Pruning  
Crossed or rubbing branches and minor broken or damaged twigs shall be removed providing the natural shape of the plant is preserved. Under no circumstances shall pruning be done prior to inspection and approval of plants by the Engineer. All cuts shall be made with a sharp tool, cut flush with the parent stem leaving no stubs. Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by callus growth. Cuts which produce large wounds that weaken the plant will not be acceptable. All pruning shall produce a clean cut without bruising or tearing the bark and shall be in living wood, where the wood can properly heal over.

Evergreens shall not be pruned, except to remove injured branches. The use of pole shears and/or hedge shears for pruning deciduous and evergreen trees will not be permitted. All trimming and other debris left over from the planting operations shall be collected and disposed of off site.

j. Lawn Installation  
Sod installation shall not begin until the ground is sufficiently moist and adequately rolled.

Unless otherwise approved by the Engineer, hydroseeding or hand seeding shall be performed only between March 1st - June 1st or between August 15th - October 15th.

Topsoil for all lawn areas shall be placed as specified herein, shall be tilled to the depth specified, shall be well keyed into the subsoil, raked to a smooth even grade without low spots and compacted as approved by the Engineer.

Sod stripe shall be placed within 48 hours of being cut. Placement shall be without voids and have the end joints staggered. The sod shall then be rolled with a smooth lawn roller following placement. Barriers shall be erected to preclude traffic from the newly placed lawn during the initial rooting period of two weeks.

k. Lawn Establishment  
Lawn establishment shall consist of caring for all new lawn areas within the limits of this project. The lawn establishment period shall begin immediately after the lawn planting has been accepted by the Engineer and shall extend for a period of 90 days. All work performed under lawn establishment shall comply with established turf management practices.

During the lawn establishment period, it shall be the Contractor's responsibility to ensure the continuing healthy growth of the turf. This care shall include labor and materials necessary to keep the project in a presentable condition, including but not limited to; watering, removal of litter, mowing, trimming, removal of grass clippings, edging, fertilization, insecticide and fungicide applications, weed control, and repair and resodding of any and all damaged areas.

Acceptance of the lawn planting shall be based on a uniform stand of grass, a uniform grade and positive drainage throughout the site at the time of final inspection. Areas that are bare, have a poor stand of grass, have bad color, poor drainage or irregular grades shall be recultivated, regraded, recompacted, resodded and refertilized as specified herein, at the Contractor's expense. Replacement sod shall be of the same mixture and grade as the original sod.

l. Lawn Mowing  
Lawn mowing shall begin immediately after the lawn installation period has been accepted and shall extend through the 90 day period.

The Contractor shall accomplish the following minimum requirements:

1. Mowing, trimming, and edging shall be done as often as necessary to keep the lawn below a three (3") inch maximum height. The cutting height shall be at two (2") inches.
2. Water applications shall be as often as conditions dictate, depending upon weather and soil conditions.
3. Weed control, fertilization and other measures as noted herein shall be done as necessary to maintain a healthy, attractive stand of grass.

m. Plant Establishment  
Plant establishment shall consist of caring for all plant material within the project limits.

The one (1) year of plant establishment shall begin immediately upon written notice from the Engineer of the acceptance of initial planting for the entire project. The one year establishment period shall be a minimum of one calendar year. During this calendar year, it shall be the Contractor's responsibility to ensure the resumption and continued growth of the transplanted material. This care shall include, but not be limited to, labor and materials necessary for removal of foreign, dead, or rejected plant material, maintaining a weed-free condition, and the replacement of all unsatisfactory plant material. The Contractor shall replace all plants stolen or damaged by the acts of others.

The Contractor shall meet with the Engineer for the purpose of joint inspection of the project. All conditions unsatisfactory to the Engineer shall be corrected by the Contractor within ten (10) working days following the inspection. Corrective work shall include the removal and disposal of all unsatisfactory plant material as well as replacement of these plants. At the end of the one year plant establishment period a second inspection shall occur; plants which do not show normal growth shall be replaced.

n. Plant Replacement  
The Contractor shall be responsible for growing or providing enough plants for replacement of all plant material rejected through the one year plant establishment. All rejected plants shall be replaced at dates approved by the Engineer.

All replacement plants shall be of the same species and quality as the plants they replace.

Replacement plants will be subject to the original guarantee period. The warranty on replacement plants will be limited to one (1) replacement.

REVISIONS: APPD.

DATE: FEBRUARY, 2003  
DESIGN: MAP  
DRAWN: RCEL  
CHECKED:  
REVISION NUMBER:

SCALE: n/a

PROJECT NUMBER:  
**PRCC0023**

SHEET NO.



## DISTRICT COMMISSION MEMO

**To:** Board of Park Commissioners

**Through:** Ally Bujacich, Executive Director

**From:** Jessica Wigle, Director of Finance

**Date:** July 2, 2024

**Subject:** **First Reading of Resolution RR2024-007 Amending the 2024 Capital Budget to Increase the Budget for the Recreation Center Mini Golf Course Upgrades**

### Background/Analysis

The Board passed Resolution RR2023-015 adopting the 2024 Capital Budget and Capital Improvement Plan and passed Resolution RR2024-003 and RR2024-006 amending the 2024 Capital Budget. The adopted 2024 Capital Budget includes \$26,623,050 in “carryforward” capital expenses that were adopted but not spent in previous budgets. Those carryforward expenses include:

1. District Unidentified Life Safety or Deferred Maintenance Issues (2022-14), with a budget of \$50,000 from the adopted 2022 Capital Budget.
2. District Planned Major Maintenance (2023-12), with a budget of \$50,000 from the adopted 2023 Capital Budget.
3. PenMet Parks Recreation Center Mini Golf Course Upgrades (2023-9), with a budget of \$80,000 from the adopted 2023 Capital Budget. The scope of work included moderate improvements to the existing mini golf course to elevate the user experience.

The Board of Park Commissioners discussed options for the mini golf course renovation during the May 17, 2024 and June 18, 2024 study sessions, including restoring components that are at or beyond the end of their useful life (deferred maintenance) and an enhanced user experience. Staff recommended an amended and expanded scope of work that includes:

- Remove and replace fairway carpet
- Restore power to outlets and lighting
- Restore irrigation system





- Clean and restore water feature (replace pumps)
- Upgrade turf to putting green grade product
- Add additional lighting for evening play and convert lighting to LED
- Provide up to ten themed elements throughout the course
- Provide themed fences and benches
- Upgrade landscape to align with theme
- Provide themed signage
- Provide kiosk for customer service and course management
- Design fees (specify materials, electrical engineering, irrigation design, etc.)

The estimated cost to complete this scope of work is \$600,000, which requires an increase of \$520,000 to the budget appropriated for this project. Funds in the amount of \$100,000 that were appropriated but unspent for deferred maintenance needs in 2022 and 2023 will fund a portion of the project increase. The balance will be funded through fundraising and capital reserves.

### **Budget Impact**

If adopted, the 2024 amended capital budget is reflected as summarized below. The ending cash (reserve) balance decreases to \$2,207,869, which supports a responsible capital reserve with current anticipated needs and the adopted 2024 six-year Capital Improvement Plan.

Fund Name	Beginning Balance	Revenues	Expenditures	Transfers in/out	Ending Cash (Reserve)
Capital Project Fund	\$27,437,196	\$2,339,977	<b><u>(\$29,169,304)</u></b>	\$1,600,000	<b><u>\$2,207,869</u></b>

Year	Priority	Property	Project	2024 Capital Budget
2024	1	Recreation Center	Replace HVAC system	\$414,000
2024	2	District	Parking lot pavement upgrades	\$182,000
2024	3	District	Heavy equipment acquisition fund	\$50,000
2024	4	District	Implement signage master plan	\$282,000
2024	5	Madrona Links	Strategic priority– scope TBD	\$500,000
2024	6	Peninsula Gardens	Master plan	\$150,000
2024	7	DeMolay Sandspit	Island Blvd acquisition match	\$303,000



2024	8	Fox Island Fishing Pier	Improve beach access for hand launches	\$145,000
2024	9	Fox Island Fishing Pier	New picnic shelter	\$94,000
2024	10	District	Capital campaign initiative	\$279,564
2024	11	District	Sehmel Homestead Park playground resurface amendment	\$67,000
2024	12	District	Operations vehicle amendment	\$11,118
2024	13	Narrows Beach	Repair and Repave Access Road	\$150,000
		Project Transfers	Unallocated Capital Fund Carryforward	(\$501,428)
<b>2024</b>	<b>14</b>	<b><u>Recreation Center</u></b>	<b><u>Mini Golf Course Upgrades</u></b>	<b><u>\$520,000</u></b>
		<b><u>Project Transfers</u></b>	<b><u>2022-14 and 2023-12</u></b>	<b><u>(\$100,000)</u></b>
			<b>Total 2024 CIP Expenses</b>	<b><u>\$2,546,254</u></b>
			2023 carryforward adopted capital expenses	\$26,623,050
			<b>Total 2024 Capital Budget</b>	<b><u>\$29,169,304</u></b>

### **Policy Implications/Support**

1. Policy P40-101 Comprehensive Financial Management Policy, states in part that the District will develop a six-year Capital Improvement Plan (CIP) to identify capital needs and that the first year of the CIP will constitute the capital budget for the ensuing year.
2. Resolution RR2021-029, approving the 2022 Capital Budget and Capital Improvement Plan, including the appropriation of \$50,000 for 2022-14 District Unidentified Life Safety or Deferred Maintenance Issues.
3. Resolution RR2022-011, approving the 2023 Capital Budget and Capital Improvement Plan, including the appropriation of \$50,000 for 2023-12 District Planned Major Maintenance and \$80,000 for 2023-9 PenMet Parks Recreation Center Mini Golf Course Upgrades.

### **Staff Recommendation**

Staff requests that the Board approve Resolution RR2024-007, which authorizes the amendment of the 2024 Capital Budget as follows:

- 1) Increase the budget for 2023-9 PenMet Parks Recreation Center Mini Golf Course Upgrades from \$80,000, to \$600,000, an increase of \$520,000, to allow for the increased project scope (details above).



- 2) Transfer the budgets from 2022-14 District Unidentified Life Safety or Deferred Maintenance Issues (\$50,000) and 2023-12 District Planned Major Maintenance (\$50,000) to 2023-9 PenMet Parks Recreation Center Mini Golf Course Upgrades to support deferred maintenance needs.

**Staff Contact**

If you have any questions or comments, please contact Jessica Wigle at (253) 400-6169 or via e-mail at [jwigle@penmetparks.org](mailto:jwigle@penmetparks.org).

**Attachments**

Exhibit A: Resolution RR2024-007



# Peninsula Metropolitan Park District

## RESOLUTION NO. RR2024-007

### AMENDING THE 2024 CAPITAL BUDGET TO INCREASE THE BUDGET FOR THE RECREATION CENTER MINI GOLF COURSE UPGRADES

WHEREAS, Policy P40-101: Comprehensive Financial Management Policy states the District shall develop a six-year Capital Improvement Plan (CIP) to identify capital needs; and

WHEREAS, Policy P40-101: Comprehensive Financial Management Policy states that the first year of the CIP will constitute the capital budget for the ensuing year; and

WHEREAS, the Board passed Resolution RR2021-029 on November 16, 2021, approving the 2022 Capital Budget and Capital Improvement Plan, including the appropriation of \$50,000 for 2022-14 District Unidentified Life Safety or Deferred Maintenance Issues; and

WHEREAS, the Board passed Resolution RR2022-011 on November 15, 2022, approving the 2023 Capital Budget and Capital Improvement Plan, including the appropriation of \$50,000 for 2023-12 District Planned Major Maintenance and \$80,000 for 2023-9 PenMet Parks Recreation Center Mini Golf Course Upgrades; and

WHEREAS, the project scope has been amended and the revised estimated cost to complete the project is \$600,000; and

WHEREAS, the proposed amended 2024 Capital Budget does not exceed the lawful limit of taxation as allowed to be levied by Peninsula Metropolitan Park District for the purposes set forth in the budget, and estimated expenditures set forth in the budget are deemed necessary to provide park and recreation services to the community during the 2024 calendar year;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners of the Peninsula Metropolitan Park District that the amended 2024 Capital Budget be adopted, approved and appropriated as follows:

Section 1. The required expenditures for the capital improvements for calendar year 2024 as specified and fixed in Exhibit A, attached hereto and incorporated by reference into this resolution.



The foregoing resolution was heard as a first reading on July 2, 2024, and adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on July 16, 2024.

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Maryellen “Missy” Hill,  
Board President

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Laurel Kingsbury,  
Board Clerk

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Attest: Ally Bujacich



**Exhibit A to Resolution RR2024-007**

**Peninsula Metropolitan Park District Amended 2024 Capital Budget**

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