



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
 253-858-3400 – info@penmetparks.org
www.penmetparks.org

STUDY SESSION AGENDA: Tuesday, August 6, 2019, 6:15pm

Gig Harbor Civic Center Council Chambers (3510 Grandview St., Gig Harbor, WA 98335)

Call to Order ____:____

Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill			
Amanda Babich			
Todd Iverson			
Kurt Grimmer			
Steve Nixon			

- ITEM 1 Approval of Agenda**
- ITEM 2 Board Discussion**
 2.a Review of the Policy Manual
- ITEM 4 Adjournment** ____:____

AGENDA POLICY

- No comments or discussion will be allowed on consent items.
- Public comment will be allowed on each Regular Agenda Action Item. Each speaker will be limited to a three (3) minute time limit and may only speak once with a total of 15 minutes per side. Comments will be included as part of the official record of the meeting.
- Citizen Comments: Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.
- Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Tuesday preceding the Monday meeting date.
- Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.

DISTRICT COMMISSION MEMO

To: Peninsula Metropolitan Park District Board of Commissioners
From: Glenn Akramoff, Interim Executive Director
Date: August 6, 2019
Subject: **Policy Manual Review**

Background/Analysis

As the review of key elements of PenMet operations continue the next item is to review the current Policy Manual. The Commission has areas that have been identified as concerns or items to be addressed. The staff team also have parts of the manual that are identified for improvement.

The Study Session will review the policy manual section by section and identify areas to be updated or reorganized. The first focus will be to reorganize the document to be more easily searchable. This will also include making the manual readily available in electronic form to all the staff and Commissioners.

Timeline and Funding

The process of updating the manual per the direction of the Commission and the request of staff will begin in August and continue through the end of the year. There are some polices that will require board approval, legal review and review by the district’s insurance company. While there is no major cost expected, there may be few small consultant contracts that are needed to complete some of the policy re-creation and review. The Board reviewed the manual through Section 8 HR policy, and will continue to review the Policy Manual in upcoming Study Sessions until they have gotten through all the old content.

Recommendation

It is recommended that the Board of Commissioners discuss the policy manual and provide direction for changes and updates. It is further recommended that the Commissioners consider staff recommended changes and direct the update process to begin.

Policy Implications/Support

- 1. Provide a well-organized and updated Policy Manual
- 2. Highlight changes and updates to be completed by the end of 2019
- 3. Commissioner discussion on updated Policy implications

Staff Contact

Should you have any questions or comments please contact Glenn Akramoff at the earliest opportunity should additional research be required to provide answers at the meeting: 253-858-3408 or via e-mail at gakramoff@PenMetParks.org.

AGENDA POLICY

- No comments or discussion will be allowed on consent items.
- Public comment will be allowed on each Regular Agenda Action Item. Each speaker will be limited to a three (3) minute time limit and may only speak once with a total of 15 minutes per side. Comments will be included as part of the official record of the meeting.
- Citizen Comments: Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.
- Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Tuesday preceding the Monday meeting date.
- Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

DEPARTMENT STAFF REPORT: July 17-August 6, 2019

EXECUTIVE

- The Executive Director position is open to the Public.
- The website launch has been challenging and Chuck Cuzzetto along with consultant will continue to work on getting the new site fully functional.
- The All Staff Workshop was held on Thursday August 1st. Our Seasonal Staff operated the district that day.
- The Budget process is ahead of schedule. I have begun my review of the numbers and requests. A study session is scheduled for September 17th to kick off the Commission part of the process.
- Recreation, Communication, and I met with the Greater Gig Harbor Foundation on August 2nd. This is the first monthly meeting. We discussed updating the agreement, event and programs, and the Senior Center.
- The move to the new administrative offices is in the planning stage and on schedule for September 20th.

Marketing

- PenMet has partnered with local businesses for a “finder’s keepers” sweep-stakes; hiding bags at parks, with prizes and providing hints via social media.
- New website has been launched: Updates are continuing to include – Search Bar, Other Properties Page, Teens page.
- Internet Core Team is being developed to continue updates, review and maintain website and social media
- Parks and Recreation Guide is being produced for Fall 2019
- Sponsorship of \$2.5k for Fall Flag Football
- Sponsorship of \$2.5k for Fall Soccer
- New signage produced for Fall sports

CAPITAL PROGRAM

- Lease for office space signed 7/19/2019.
- Public Notice made by Pierce County for the Hearing Examiner on August 21, 2019 at 1pm.
- Looking ahead to the relocation date of September 20, 21, 2019.

PEG Grants in progress

- Eagle Scout projects for Bat houses at Hales Pass (approved, in progress)
- Rotary Bark Park trail map and signs (preparing grant for future meeting)
- Off Leash Area Obstacle Course (under review)
- Tubby’s small dog area shelter (preparing grant for future meeting)
- Narrows fencing (deferred to next project)
- Three scouts currently discussing projects

Volunteers

- Girl Scout Silver Award (Middle school girls), provided Rain Garden education and maintenance assistance with Master Gardener, and education sharing with pre-school class.
- Working with community service people at Narrows continues.
- PHS runners trimmed trails at McCormick Forest; GHHS to trim trails at Rotary Bark Park.

Capital Projects

- Selection of Cross Engineers and contract negotiations completed with for agreement approval on August 6th.
- Preparing for public meeting after contract approved.
- Memorial bench received and installed for Al Weaver who passed January 26, 2019 at age 80 following complications resulting from a fall while playing pickleball.
- Attended second meeting of Cushman Trail Phase 5 group to identify route options for the trail heading north from Borgen Blvd.
- City Council reviewed options and offered a sixth, hybrid option: From Borgen, follow power line, through St. Anthony's, up Canterwood to 54th Ave, left at 144th St, through Transfer Station, out to 62nd Ave, crossing over H-16 on 154th St, to 66th Ave, connecting to Bethel Burley Rd in Kitsap County (with optional connections to Purdy and other routes)
- Attended ForeverGreen Trails and KGI Watershed Meetings
- New Server acquisition and planning in process for move.
- AUSA Picnic deferred until 2020 through discussions with AUSA.

MAINTENANCE & FACILITIES

- Installed 3 Memorial benches at SHP Playground
- Painted Fire lane curbs
- Installed new park sign at Sunrise Beach
- Changed oil in all Mowers, Gators and Trucks
- Finished preliminary Budget for Maintenance Dept.

RECREATION

- The Recreation Facility Coordinator position was posted July 26th and application have been coming in daily. Will close on August 17th.
- Fall Soccer is fast approaching and teams are starting to be formed in all age groups.
- Lil Kickers has 118 kids currently for a program that starts in September and only has 2 openings available.
- Camps have 3 weeks left this summer and we have heard nothing but great things about our camps, staff and teen leaders.
- Adaptive Recreation continues to meet every Wednesday at Sehmel to do a variety of activities.
- 2nd Spikeball Tournament this Summer on August 3rd. Last one had 22 teams and was very successful. The young adults in the community were happy there was something for them.
- First Movie Night of the Summer is on August 3rd in the Amphitheater and will be showing Napoleon Dynamite on the big screen.

Aug 2019				
Tues 8/6	8/1	TBD	Study Session	Discussion: Policy Manual Review
Tues 8/6	8/1	6:15p	Regular Meeting	Presentation: none Discussion: Vehicle Surplus (RM) Discussion: Hales Pass Rehabilitation Contract: Lighting Project Design <u>Consent:</u> Minutes: 7/16 Vouchers: Executive Session: none
BUDGET Thur 8/15	Executive Director reviews staff budget requests and revenue projections			
Tues 8/20	8/15	TBD	Study Session	Discussion: Policy Manual Review (If needed)
Tues 8/20	8/15	6:15p	Regular Meeting	Presentation: Women's Wellness Expo Report Discussion: Community Center Funding Discussion: Board Policy updates <u>Consent:</u> Minutes: 8/6 Vouchers: Executive Session: none
Sept 2019				
Tues 9/3	8/29	TBD	Study Session	CANCEL?

Tues 9/3	8/29	6:15p	Regular Meeting	Presentation: none Discussion: <u>Consent:</u> Minutes: 8/20 Vouchers: Executive Session: none
Tues 9/17	9/12	TBD	Study Session	Discussion: 2020 Preliminary Budget Presentation
Tues 9/17	9/12	6:15p	Regular Meeting	Presentation: none Discussion: <u>Consent:</u> Minutes: 9/3 Vouchers: Executive Session: none
Oct 2019				
Tues 10/1	9/25	6:15p	Study Session	Discussion: Comprehensive Plan Review (PROS)
Tues 10/1	9/25	7:15p	Regular Meeting	Presentation: none Discussion: <u>Consent:</u> Minutes: 9/17 Vouchers: Executive Session: none
Sat 10/12	Board Retreat (8 hours, time TBD)			
Tues 10/15	10/9	6:15p	Study Session	Discussion: 2020 Preliminary Budget Presentation NOTICE THIS TO NEWSPAPER

Tues 10/15	10/9	7:15p	Regular Meeting	Presentation: none Discussion: <u>Consent:</u> Minutes: 10/8 Vouchers: Executive Session: none
Nov 2019				
Tues 11/5	10/31	TBD	Study Session	Discussion:
Tues 11/5	10/31	6:15p	Regular Meeting	Presentation: none Discussion: 1 st Public Hearing and Levy Rate approval <u>Consent:</u> Minutes: 10/22 Vouchers: Executive Session: none
Tues 11/19	11/14	TBD	Study Session	Discussion: 2020 Preliminary Budget Presentation
Tues 11/19	11/14	6:15p	Regular Meeting	Presentation: Interim Final Report Discussion: 1 st Public Hearing and Levy Rate approval <u>Consent:</u> Minutes: 11/5 Vouchers: Executive Session: none
Dec 2019				
Tues 12/3	11/28	TBD	Study Session	Discussion:

Tues 12/3	11/28	6:15p	Regular Meeting	Presentation: none Discussion: <u>Consent:</u> Minutes: 11/19 Vouchers: Executive Session: none
Tues 12/17	12/12	TBD	Study Session	Discussion: 2020 Preliminary Budget Presentation
Tues 12/17	12/12	6:15p	Regular Meeting	Presentation: none Discussion: <u>Consent:</u> Minutes: 12/3 Vouchers: Executive Session: none
	To Be Scheduled		To Be Scheduled	Parked Items
	Executive Hiring Process Peg Grant Process Update New Commissioner Orientation Discussion: PEG Grant Memorial Bench (R2019-007)		•	Budget Amendment



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

STUDY SESSION MINUTES

Tuesday, July 16, 2019, 6:15pm

Gig Harbor Civic Center Council Chambers (3510 Grandview St. Gig Harbor, WA 98332)

Call to Order: The meeting was called to order by Commissioner Hill at 6:16pm.

Commissioners Present:

Maryellen (Missy) Hill

Amanda Babich

Steve Nixon

Kurt Grimmer

Commissioners Absent:

Todd Iverson (excused)

Citizens:

Billy Sehmel

Dawn Townsend

Carolyn Small

Staff:

Glenn Akramoff

Ed Lewis

Elaine Sorensen

Michael Schick

Eric Guenther

Ellie Tieman

ITEM 1 Approval of Agenda

Commissioner Grimmer moved to approve the agenda and was seconded by Commissioner Babich. There was no discussion and the motion passed 4-0.

ITEM 2 Board Discussion

2.a Website

Board members engaged in a discussion about the Policy Manual going section by section finding places the manual needs to be better organized and updated. There was discussion of moving meeting times to start at 6pm, and that there needs to be a formal process to update agendas. Furthermore, administrative staff will be trained to do public records and creating process documents. The Board reviewed the manual through Section 8 HR policy, and will continue to review the Policy Manual in upcoming Study Sessions until they have gotten through all of the content.

ITEM 3 Adjournment

Commissioner Hill adjourned the meeting at 7:10pm.

APPROVED BY THE BOARD ON: _____

President

Submitted by: *Ellie Tieman*

Clerk



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

REGULAR MEETING MINUTES

Tuesday, July 16, 2019, 7:15pm

Gig Harbor Civic Center Council Chambers (3510 Grandview St. Gig Harbor, WA 98332)

Call to Order: The meeting was called to order by Commissioner Hill at 7:16pm.

Commissioners Present:

Maryellen (Missy) Hill
Amanda Babich
Kurt Grimmer
Steve Nixon

Claire Prendergast

Eileen Bethards

Sheryl Bender

Joyce Schultz

Marc Avni

Myron Anderson

Commissioners Absent:

Todd Iverson (excused)

Betty Lilienhil

Jay Lilienhil

Dana Campus

Merie Byalsla

Joan Barry

Fran Strong

Citizens:

Billy Sehmel
Scott Gray
Dawn Townsend
Carolyn Small
Laurel Kingsbury
Lisa Wyninger
Bob Wilsor
Mark Goins
Eric Campbell
Jud Myras

Staff:

Glenn Akramoff
Eric Guenther
Ellie Tieman
Ed Lewis
Michael Schick

REGULAR MEETING AGENDA:

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Babich. Agenda was approved with a 4-0 vote.

ITEM 2 Citizen Comments

Laurel Kingsbury is running for Commissioner Iverson's position and thanked the community and staff for work. Kingsbury commented on the website remodeling process and that she had hoped it would be more user friendly.

ITEM 3 Presentations

3.a Executive Director Report

Glenn Akramoff reported that the Women's Wellness Expo was a successful event with lots of vendors on site. There are interviews for the Sehmel lighting designers. Furthermore, the Executive Director process will be moving forward with Prothman in the following weeks. Commissioner Hill asked about the Hales Pass rehabilitation reveal for spring of 2020 and if the due date will need to be pushed back, and Akramoff confirmed that the timeline is still on track for a spring reveal.

3.b Financial Report

Elaine Sorensen updated that the HR department hired Carter Belton for the recreation staff, and Ellie Tieman moved to Administrative Assistant. The staff had training for workplace harassment, sexual harassment, first aid training, and social media posting guidelines—there is a safety training planned. Financially, the recreation revolving fund is doing exceptionally well, and rentals are harder to book when camps are being held at the facility.

3.c President’s Report

Commissioner Hill and Commissioner Babich have stayed in close contact with Glenn Akramoff for the executive director position and have been providing feedback for the new website.

ITEM 4 Consent Agenda

4.a Approval of Meeting Minutes: 7-2-19 Regular

4.b Approval of Vouchers: ▪ \$153,644.75 ♦ Reference numbers: V2019297- V2019333

4.c Approval of Consent Agenda

Commissioner Babich made a motion to approve the consent agenda. Commissioner Grimmer seconded the motion. After no discussion, the motion passed 4-0.

ITEM 5 Old Business

5.a Senior Program MOU

Glenn Akramoff presented an agreement with the Senior Center and The Greater Gig Harbor Foundation to help provide funding for senior programs and a long-range facility use for the group. Joy Schultz, president of the Senior Center presented more information about the group and thanked the collaborators to help find a temporary home for the seniors. There was emphasis on bringing unity to the community and Penmet making the difference of surviving versus thriving. Commissioner Nixon asked what the membership fee would be used for and if there were funds available for people who need scholarships. Schultz replied that the fees were for operating fees and scholarships are available. Commissioner Babich asked how the MOU would be updated since there is already an existing document and Akramoff replied that the new process will be updated with an Addendum.

ITEM 6 New Business

6.a Administrative Office Lease Contract

Ed Lewis discussed the lack of staff spacing in the current location offices, and the antiquated technology. On June 3rd a motion was made to find a better space. The lease agreement was signed in July and there is a timeline to revamp the office space in August and move in September. Commissioner Babich made the motion to relocate Administration and Recreation offices and staff to 5717 Wollochet Dr. NW Gig Harbor Wa 98335. Commissioner Grimmer seconded the motion and with no discussion the motion passed 4-0.

ITEM 7 Comments by Board/Subcommittee Reports

7.a Community Center (Nixon/Babich): no update

7.b Marketing (Grimmer): no update, planning to meet with Chuck Cuzzetto within the week

7.c Fundraising Under Development (Hill):

ITEM 8 Next Board Meeting: Tues, August 6, 2019: Study Session (6:15pm) and Regular (7:15pm) at new City Hall location

ITEM 9 Executive Session:

The Board went into executive session at 8:11 pm and came out of session at 8:37pm

ITEM 10 Adjournment

Commissioner Hill adjourned the meeting at 8:38pm.

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted by: *Ellie Tieman*



Finance Department
District Payment Transmittal

District Name: Metro Park District-Peninsula

PAYMENT LISTING

Trans Date	District Ref #	Payee Printed Name	Amount
7/11/19	V2019-337	DEPARTMENT OF LABOR & INDUSTRIES	\$4,708.36
7/11/19	V2019-338	DEPARTMENT OF REVENUE	\$3,216.20
7/11/19	V2019-339	Jason Watson	\$69.43
7/11/19	V2019-340	Kelly Darling	\$285.30
7/11/19	V2019-341	Douglas Smith	\$700.00
7/11/19	V2019-342	HOME DEPOT	\$724.10
7/11/19	V2019-343	Pierce County Security	\$416.00
7/11/19	V2019-344	Pierce County Sheriff's Cadet Program	\$250.00
7/11/19	V2019-345	Skyhawks Sports Academy Inc.	\$723.00
7/11/19	V2019-346	GRAINGER	\$241.04
7/11/19	V2019-347	Tacoma Winsupply	\$432.80
7/11/19	V2019-348	PENINSULA SCHOOL DISTRICT	\$440.00
7/11/19	V2019-349	Teach Me	\$1,249.50
7/11/19	V2019-350	Simplot Partners	\$906.36
7/11/19	V2019-351	Pilates Gig	\$140.00
7/11/19	V2019-352	United Rentals	\$111.68
7/11/19	V2019-353	PACIFIC OFFICE AUTOMATION	\$215.89
7/11/19	V2019-354	PENINSULA SCHOOL DISTRICT	\$584.00
7/11/19	V2019-355	Pacific Office Automation Headquarters	\$1,352.29
7/11/19	V2019-356	Sharp Business Systems	\$84.63
7/11/19	V2019-357	DAILY JOURNAL OF COMMERCE	\$98.40
Payment Count: 21		Total Amount:	\$16,948.98

Payment Count: 21
Payment Total: \$16,948.98

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as described herein, and that the claim is a just, due and unpaid obligation, and that I am authorized to authenticate and certify to said claim.

<u>Glenn Ahmoff</u> Authorized District Official Signature	<u>7/13/19</u> Date	_____	_____
_____	_____	Official Signature	Date
<u>M. Helleo</u> Authorized District Official Signature	<u>7/16/19</u> Date	_____	_____
_____	_____	Authorized District Official Signature	Date
<u>Amundson</u> Authorized District Official Signature	<u>7/16/19</u> Date	_____	_____
_____	_____	Authorized District Official Signature	Date
_____	_____	_____	_____
Authorized District Official Signature	Date	Authorized District Official Signature	Date

INSTRUCTIONS FOR USE:
Submit signed Transmittal To Pierce County Finance Department
FAX: 253-798-6699 EMAIL: PCACCOUNTSPAYABLE@co.pierce.wa.us

PC Finance Department Use Only
Authorization Received on _____
Batch Verified by _____



Finance Department
District Payment Transmittal

District Name: Metro Park District-Peninsula

PAYMENT LISTING

Trans Date	District Ref #	Payee Printed Name	Amount
7/15/19	V2019-358	HEMLEYS HANDY KANS	\$1,147.50
7/15/19	V2019-359	DPI Print	\$756.68
7/15/19	V2019-360	Queen Bee Health + Wellness LLC	\$2,800.00
7/15/19	V2019-361	Queen Bee Health + Wellness LLC	\$7,454.35
7/15/19	V2019-362	CUSTOM PRINTS NW LLC	\$400.65
7/15/19	V2019-363	Jana Harnitchek	\$132.00
7/15/19	V2019-364	Queen Bee Health + Wellness LLC	\$736.49
7/15/19	V2019-365	Valley Sign	\$1,852.64
7/15/19	V2019-366	Les Schwab	\$21.69
7/16/19	V2019-367	CONAN FUEL	\$723.43
7/16/19	V2019-368	Snodgrass Freeman Associates	\$82,919.63
7/16/19	V2019-369	Clinton Ward	\$150.00
7/16/19	V2019-370	Galbraith Tennis Center	\$2,091.60
7/16/19	V2019-371	Madeline Hunter	\$3,530.10
7/16/19	V2019-372	Harbor Gymnastics	\$1,224.00
7/16/19	V2019-373	Nadine Hamil	\$1,120.00
7/16/19	V2019-374	Fischer Fitness LLC	\$1,048.80
7/16/19	V2019-375	Bricks 4 Kidz	\$2,047.50
7/16/19	V2019-376	Terrence Jamison	\$146.38
7/16/19	V2019-377	Anna Finnell	\$185.00
7/16/19	V2019-378	Jonathan Dudley	\$185.00
7/16/19	V2019-379	Aiden Krug- Norem	\$185.00
7/16/19	V2019-380	Peninsula Metropolitan Park District	\$44,716.85
Payment Count: 23		Total Amount:	<u>\$155,575.29</u>

Jul 16, 2019 12:21 PM

1 of 2

Payment Count: 23
 Payment Total: \$155,575.29

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as described herein, and that the claim is a just, due and unpaid obligation, and that I am authorized to authenticate and certify to said claim.

<u><i>Glen Shuff</i></u> Authorized District Official Signature	<u>7/16/19</u> Date	_____	_____
		Authorized District Official Signature	Date
<u><i>Mottel</i></u> Authorized District Official Signature	<u>7/16/19</u> Date	_____	_____
		Authorized District Official Signature	Date
<u><i>Maurel</i></u> Authorized District Official Signature	<u>7/16/19</u> Date	_____	_____
		Authorized District Official Signature	Date
_____	_____	_____	_____
Authorized District Official Signature	Date	Authorized District Official Signature	Date

INSTRUCTIONS FOR USE:
 Submit signed Transmittal To Pierce County Finance Department
 FAX: 253-798-6699 EMAIL: PCACCOUNTSPAYABLE@co.pierce.wa.us

PC Finance Department Use Only
 Authorization Received on _____
 Batch Verified by _____

Jul 16, 2019 12:21 PM

2 of 2



"Today We Touch Tomorrow"

DISTRICT COMMISSION MEMO

To: Peninsula Metropolitan Park District of Commissioners
From: Ron Martinez, Parks and Facilities Manger
Date: July 19, 2019
Subject: **Equipment Surplus**

Background/ Analysis

The Peninsula Metropolitan Park District Maintenance Dept. is surplus and replace three (3) individual pieces of equipment. One (1) Ford/F450 VIN# 1FDXF47Y58EA56736, purchase year 2007, One (1) Ford/F550 VIN# 1FDAW5HY7AEA18523, purchase year 2009, One (1) 25ft Hallmark Trailer. VIN# 16HGB25236U048177,

Timeline and Funding

Currently the Ford/F450 has been replaced. The remaining (1) truck and (1) trailer are scheduled to be replaced by fall of 2019. Funding has been allocated in the equipment depreciation fund.

Recommendation

Staff recommends that the Board of Commissions approve the surplus and replacement of this equipment.

Policy Implications/Support

1. Equipment to be replaced is scheduled and funded via the equipment depreciation fund.
2. This surplus and replacement meets the District mission and vision of developing and maintaining high quality facilities.

Motion

I move to approve the surplus and replacement of the equipment as stated in this memo.

Staff Contact

Should you have any questions or comments, please contact Ron Martinez at the earliest opportunity should additional research be required to provide answers at the meeting: 253-255-9177 or via e-mail at rmartinez@penmetparks.org.



Peninsula Metropolitan Park District

RESOLUTION NO. R2019-009

A RESOLUTION OF PENMET PARKS AUTHORIZING SURPLUS AND DISPOSAL OF PERSONAL PROPERTY

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including delivery of parks and recreation services; and

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) was formed in May 2004 by a vote of the people; and

WHEREAS, RCW 35.61.132 authorizes PenMet Parks to sell, exchange or dispose of any personal property acquired for park purposes when such property is no longer suitable for park or other recreational purposes; and

WHEREAS, RCW 35.61.130 authorizes the Board of Park Commissioners to conduct and manage the sale of merchandise and conduct such forms of business production of revenue or expenditures for park purposes; and

WHEREAS, staff routinely evaluates equipment to determine on-going operating and maintenance costs as compared to the cost of replacement, as well as the use of equipment and the need for additional equipment from a functional and performance perspective. The items identified no longer meet the needs of the District and a similar value exchange for needed equipment would benefit the District as described in the attached memo; NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the following real property items be declared surplus:

Vin# Ser#	Year	Make	Model
1FDXF47Y58EA56736	2007	FORD	F-450
16HGB25236U048177	2006	Haulmark	25' Trailer
1FDAW5HY7AEA18523	2009	FORD	F-550

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on August 6th, 2019.

President

Clerk

Peninsula Metropolitan Park District Commission

Attest



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335

DISTRICT COMMISSION MEMO

To: District Commission
From: Eric Guenther, Planning & Special Projects Manager
Date: August 6, 2019
Subject: **Approve Agreement for Sehmel Homestead Park Lighting Project Designer**

Background/Analysis

PenMet was awarded a Recreation and Conservation Office (RCO) grant for funding from the Youth Athletic Facilities (YAF) category for Sehmel Homestead Park (SHP) Turf Lighting in 2019.

The primary elements of the project include:

- Four LED, directed light standards for the turf field.
- Approximately eleven parking area light posts, similar to existing SHP lights, but LED, for the turf-area parking.
- Approximately eleven parking area light posts, similar to existing SHP lights, but LED, for the amphitheater-area parking.
- Arranging power from the amphitheater area and new restroom area.

The project steps moving forward include:

- Selecting the most qualified project designer using an RFQ process
- Developing the design
- Submitting permits
- Bidding the project
- Selecting the lowest responsible bidding contractor for the project
- Construction

The following is a schedule of the RFQ process, and tentative schedule for public meetings, design and construction:

- June 25 Formal RFQ publishing
- July 8 Pre-Submittal Conference
- July 9 Deadline for questions
- July 10 District response to questions
- July 12 Proposals due (2 received)
- July 18 Interview respondents (2) and rank
- July 19 Select successful firm: Cross Engineers, Inc.

- July 26 Completed contract negotiations; submitted to attorney
- August 6 Approve contract for \$39,448.00
- August 7 Designer starts
- August 13 Public Meeting (Tentative)
- September Permitting (Tentative)
- October Bidding (Tentative)
- Nov-Dec Construction (Tentative)

Recommendation

Staff requests that the Commission approve Resolution R2019-010 authorizing the Executive Director to sign the Architectural/Engineering Agreement with Cross Engineers, Inc. to design lighting at the Sehmel Homestead Park turf field.

Policy Implications/Support

4. The District has adopted goals including:
 - Developing and Maintaining High Quality Facilities: To build and maintain high quality facilities consistent with community planning.
 - District Funds: To maximize the use of tax revenues by using other resources such as grants, user fees, and volunteers.
5. At their regular meeting on February 20, 2018 the Board of Park Commissioners adopted Resolution 2018-004 Adopting the 2018 PenMet Parks Comprehensive Park, Recreation and Open Space Plan which included a Capital Facilities Plan identifying Lighting Additional Fields (SHP Turf), and Peninsula Gardens Development including a Playground and Spraypark.
6. At their regular meeting on May 21, 2018 the Board of Park Commissioners adopted Resolution 2018-009 Authorizing Application to the Washington State Recreation and Conservation Office for Grant Funding Assistance for RCO Project # 2018-1932, Sehmel Homestead Park Turf Lights.
7. At their regular meeting on June 3, 2019 the Board of Park Commissioners passed a motion to authorize staff to sign the RCO Certification of Match to remain eligible for funding.

Motion

I move to approve Resolution R2019-010 authorizing the Executive Director to sign the Architectural/Engineering Agreement with Cross Engineers, Inc. to design lighting at the Sehmel Homestead Park turf field.

Should you have any questions or comments please contact me at the earliest opportunity should additional research be required to provide answers at the meeting: 253-858-3400x1222 or via e-mail at eguenther@penmetparks.org.

Peninsula Metropolitan Park District



ARCHITECTURAL/ENGINEERING AGREEMENT

Sehmel Homestead Park Turf Lighting

THIS AGREEMENT, made and entered as of the 7th day of August, 2019 (for reference purposes only), by and between the Peninsula Metropolitan Park District, hereinafter called "PenMet" and Cross Engineers, Inc. whose address is 923 Martin Luther King Jr. Way, Tacoma, WA, 98405, hereinafter called the "A & E".

WITNESSETH:

WHEREAS, PenMet proposes to proceed with the design and subsequent installation of lighting for the turf soccer field and related parking areas at Sehmel Homestead Park, hereinafter referred to as the "Project" at a maximum allowable construction cost as defined in Article IV, and hereinafter referred to as "M.A.C.C.", not to exceed \$653,000.00. The M.A.C.C. shall be adjusted only by written amendment to this Agreement. The M.A.C.C. does not include professional fees or Washington State Sales Tax.

WHEREAS, the A & E represents it and its personnel are licensed by the State of Washington to perform the services required by this Agreement.

NOW, THEREFORE, PenMet and the A & E, for the consideration hereinafter named, agree as follows.

The A & E shall provide professional services for the project as hereinafter set forth in this Agreement, and for the fee(s) as set forth in Exhibit A, subject to Conditions of the Agreement.

CONDITIONS OF THE AGREEMENT

Article I: PenMet's Responsibilities

- A. In consultation with PenMet's Board of Park Commissioners and staff, the A & E shall develop a written Program of Requirements for the Project. PenMet shall approve the final Program of Requirements. PenMet's standards for construction, if any, shall be considered a part of the program requirements. Should PenMet make any modifications to the Program of Requirements after the Program of Requirements has been approved, PenMet shall forward to the A & E written copies of such modifications as soon as practical. The preparation of the Program of Requirements shall be part of the Schematic Design Phase.
- B. PenMet shall furnish to the A & E sample construction contract documents containing PenMet's contract requirements and provisions.
- C. PenMet shall furnish to the A & E documents and information in its possession and related to the Project as requested by the A & E including, but not limited to a boundary and topographic survey of the property.
- D. PenMet shall furnish information, approvals, and services required of PenMet as expeditiously as reasonably necessary for the orderly progress of the work.

- E. PenMet shall designate a representative authorized to act in its behalf. He will examine documents submitted by the A & E, render decisions and advise the A & E promptly to avoid unreasonable delay in the progress of the A & E's work. PenMet's representative for this project will be Eric Guenther (e-mail: EGuenther@PenMetParks.org).
- F. PenMet shall arrange and pay for the required advertisements and reproduction for bid for the construction of the Project.
- G. PenMet shall follow the procedure of issuing orders to contractors only through the A & E except in case of emergency threatening injury to persons or property or when PenMet's policies, personnel, or property are involved, in which case PenMet will promptly notify the A & E of the action taken.
- H. Field representatives of PenMet will make routine on-site observations. They shall consult with the A & E on problems as they may arise and be available to assist the A & E in matters relative to coordinating the progress of the work.
- I. PenMet shall furnish such legal, accounting and insurance counseling services as may be necessary for PenMet use on the Project and such auditing services as PenMet may require to ascertain how, or for what purposes, the A & E and any consultants and sub-contractors have used the moneys paid to them under this Agreement and have complied with the terms of this Agreement. PenMet is not responsible for providing legal or accounting services or insurance for the benefit or protection of the A & E.

A & E'S SERVICES

Article II: Basic Services of A & E

- A. General Items
 - 1. PenMet's standards for construction, as applicable, are for the guidance of the A & E; however, no deviation therefrom shall be made without written consent of PenMet.
 - 2. Consultants:
 - a. No Subconsultants are required for this project.
 - 3. The A & E shall furnish prior to the construction phase notice of all tests required by the appropriate building code or local, state or federal agency as part of the basic fee paid to the A & E. During construction, PenMet will have the option of contracting with an independent testing lab to perform material testing procedures or it may direct the A & E to contract such work on a reimbursable basis.
 - 4. The A & E shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the A & E in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents as described in this Article II, Section D, Paragraph 10. However, the A & E shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work. On the basis of such on-site observations, as an architect/engineer, the A & E shall keep PenMet informed of the progress and quality of the work, and shall endeavor to guard PenMet against defects and deficiencies in the work of the contractor. The A & E shall visit the site on an as needed basis to monitor construction quality unless directed otherwise by PenMet.
 - 5. The A & E shall provide to PenMet for review and approval two (2) complete sets of the documents upon completion of each phase of the A & E's services. The A & E shall provide the drawings necessary to the proper local, state, and federal agencies as deemed necessary to secure proper building permits without additional compensation. If additional copies are furnished, whether for PenMet, for bidding or otherwise, the A & E shall be reimbursed for them in accordance with Articles III, VIII, and XII.

6. The A & E, at such time and in such form as PenMet may require, shall furnish PenMet with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The A & E will make available to PenMet all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.
7. Should PenMet require the A & E to serve as a witness on behalf of PenMet in any legal matter pertaining to this Project, the A & E shall be paid on a reimbursable basis.

B. Schematic Design Phase

1. Preliminary Schematic Design was previously completed with RCO-YAF grant submission. The A & E shall, within five (5) working days after award of this Agreement, establish, and furnish to PenMet, a written proposed time schedule for the Project's design phases. Such schedule shall provide for a construction phase completion date of December 19, 2019. It shall be the A & E's responsibility to inform PenMet in writing in a timely manner of any proposed deviations from the written schedule once agreed upon in writing by the A & E and PenMet.
2. The A & E shall prepare a proposed Program of Requirements in accordance with Paragraph A of Article I above. The A & E shall consult with PenMet, or PenMet's designated representative, to ascertain and confirm the general and detailed requirements for the Project as indicated in the Program of Requirements as finally approved by PenMet.
3. The A & E shall prepare schematic design documents in sufficient detail to allow for an informed decision to be made by PenMet regarding the A & E's recommended design. The schematic design documents shall include studies of the site plan, plans, elevations, sections, and outline specifications sufficient to indicate site conditions, plan arrangements and the general scope and character of the Project. These documents shall also include descriptions of the proposed mechanical, electrical and structural systems, if any, and the kinds and quality of materials.
4. The A & E shall submit to PenMet a written statement of the probable total Project cost at the projected time of bid, substantially in such detail and form as provided on the "Initial Project Estimate" attached as Exhibit "B".
5. The A & E shall secure PenMet's prior written approval of the Schematic Design Phase before proceeding with the Design Development Phase.

C. 65% Design Development Phase

1. Upon the approval of schematic design documents, the A & E shall prepare and submit for PenMet's approval design development documents, consisting of plans, elevations and other preliminary drawings, and outline specifications required to establish and illustrate the size and character of the entire Project. The design development documents shall contain a description of the kinds of materials, type of structural, mechanical and electrical systems, and such work as may be required, including a description of equipment items that will be furnished under the construction contracts, and a proposed time schedule for the Project through completion of construction.
2. The A & E shall prepare a *site development check list*, then as the design progresses into the schematic design phase, attend a *pre-submittal conference* where specific requirements will be addressed by all five County Departments and the Health Department. These comments will be incorporated into the final design for the Project.
3. The final design development drawings shall be prepared in a form and style suitable for presentation and reproduction. The A & E shall also provide to PenMet a reproducible perspective drawing in such form as to accurately depict the form and style of the final design without additional compensation to the A & E. If the A & E is

requested to provide brochures or special graphic presentations, he shall be reimbursed therefore in accordance with Articles III, VIII, and XII.

4. A revised cost estimate based upon the final design development drawings shall be prepared by the A & E in sufficient detail and projected to a time of bid in such detail and such form as required in Article II, Section B, Paragraph 4 of this Agreement, to give reasonable assurance that costs will be within the M.A.C.C. as stipulated. If the cost estimate is less than the M.A.C.C., the M.A.C.C. may be revised by PenMet. Should the cost estimate exceed the M.A.C.C. by greater than 5%, the A & E shall, without any additional compensation, work with PenMet to identify options that would allow the cost estimate to be reduced to less than the M.A.C.C., and produce revised documents accordingly upon approval of the modifications by PenMet.
5. Should PenMet so require, the Design Development documents shall include a Life Cycle Cost Analysis on any Project with a gross area of 4,000 square feet or more. A proposal by A & E for preparation of this analysis, and probable costs, shall be in accordance with Articles III, VIII, and XII and shall be paid for as an extra service requested by PenMet.
6. The A & E shall not proceed with Section II D and/or Section II E until an addendum to this Agreement has been executed giving express written authorization by PenMet to the A & E to proceed with the requirements as listed in this Agreement for Article II Section D and/or Article II Section E.

D. 95% / 100% Contract Documents, Permitting and Bidding Phase

1. Upon PenMet's written approval of design development documents (with such modifications as may be necessary and noted in writing), the A & E shall prepare working drawings, specifications and other contract documents setting forth in detail the work to be done in constructing the Project. Such documents shall describe materials, workmanship, finishes, methods of construction, equipment and the conditions affecting the work all as required for securing complete and proper guidance for all divisions of the construction work.
2. The A & E, in preparation of this phase of the work, shall follow in every respect the scope and form of the Project as set forth in the approved design development phase except that changes may be made at the written request of/or with the written consent of PenMet. Changes requested by PenMet may be made subject to agreement for extra services as set forth in Articles III, VIII, and XII. The A & E shall submit to PenMet in writing any indicated adjustments in the M.A.C.C. arising from more detailed development of the design of the Project or from approved changes in the scope or requirements for the Project. Changes requested by the A & E and approved in writing by PenMet shall be made without charge to PenMet unless charges are agreed to in writing by PenMet prior to the execution of any changes requested by the A & E.
3. PenMet's Contract for Construction and General Conditions for Public Works Projects, as furnished by PenMet, shall be made a part of the specifications.
4. All tracings constituting the contract drawings shall be prepared electronically and printed on inkjet bond, plain paper along with electronic pdf copy or by other means approved by PenMet. All contract documents, including AutoCAD and PDF drawings, and specifications shall be the property of PenMet.
5. The A & E shall submit one electronic PDF, electronic AutoCAD files, two (2) sets of prints of the completed working drawings, two (2) copies of the specifications, two (2) copies of the structural, mechanical, electrical and other system calculations, and a final statement of the probable total Project costs of major categories of work for PenMet's checking and written approval. The A & E's written cost estimate shall include an itemization of the alternate bids proposed, and the estimated costs to be added to or deducted therefrom.

6. PenMet is relying on the A & E to provide complete documents which comply with all laws, regulations and standards of the relevant industries. Review and written approval of the drawings, specifications and calculations and other construction documents by PenMet shall not relieve the A & E of any responsibility for their completeness and accuracy, compliance with applicable building codes, compliance with shoreline, aquatic, and land use restrictions, or other laws or regulations governing design and construction of this Project in effect at the time of preparation of the construction documents.
7. When requested in writing by PenMet, the A & E shall prepare the working drawings and documents in a form for securing separate bids for general, electrical, mechanical and other systems work. Documents for securing separate bids on other major divisions of the construction work shall be prepared upon such terms as PenMet may request or as the parties hereto may agree in writing. In the event of such request or agreement, the A & E will be reimbursed for such services in accordance with Articles III, VIII, and XII.
8. Permitting. After approval of the drawings and specifications and the final statement of probable total Project cost, and when authorized in writing by PenMet, the A & E shall prepare all necessary applications for permits for the Project, submit them to the appropriate agencies for approval and assist PenMet in obtaining all necessary permits. PenMet will pay to the appropriate permitting agencies all filing fees associated with the permitting. The A & E shall keep PenMet informed of the status of the permitting process and consult with PenMet on any changes to the approved drawings and/or specifications required by a permitting agency.
9. After obtaining the necessary permits and when authorized in writing by PenMet to call for bids, the A & E shall provide one electronic PDF, two (2) copies of the permitted drawings and specifications for PenMet's use. In addition, the A & E shall provide to PenMet one (1) complete reproducible set of drawings and specifications in such form as PenMet deems necessary for reproduction by PenMet for use in bidding of the Project.
10. Bidding. In consultation with PenMet and in compliance with the law, the A & E shall:
 - a. Support PenMet to prepare, issue and publish the request for bids for the Project.
 - b. Support PenMet to issue the bid documents to bidders, maintain an accurate plan holders list, and keep PenMet informed as to the number and names of plan holders. Bidders shall be instructed to provide their bids to PenMet at a time and date selected by the architect.
 - c. Respond to questions from bidders regarding the Project. Prepare and issue addenda as necessary to clarify the Project requirements.
 - d. Prepare tabulations of bidders, attend the bid opening and generally assist PenMet by advising PenMet on bids submitted by contractors and in evaluation of the bids.
11. In the event that the lowest bona fide bid received exceeds the M.A.C.C., the A & E agrees to revise the drawings if so requested by PenMet in order to bring the construction costs within the M.A.C.C., with no additional compensation to the A & E. PenMet, in this event, will cooperate with the A & E to make reductions in the scope of the Project. In the event the A & E is unable to bring the Project within the M.A.C.C., this Agreement is subject to termination in accordance with Article XI, Section A, in which case any fees paid for this phase shall be deemed unearned.
12. The term "Contract Documents" includes all of the documents specified in this Section D paragraphs 1 – 11, the contractor or agreement with the contractor, and any amendments to the aforementioned documents.

E. Construction Phase

1. Commencement.

- a. The construction phase will commence with the award of the contract for construction and will terminate upon final acceptance of the work by PenMet. After formal award of the construction contract by PenMet, the A & E, if requested by PenMet, shall assist in preparing the construction contracts, seeking verification of and securing required bonds and certificates of insurance from the contractors, and verifying references of contractors.
- b. PenMet will issue to the successful contractor(s) written formal notices to proceed with the work. The A & E shall assist the contractor in obtaining building permits and shall make all corrections to the construction documents required by the Building Department Plan Review or other governmental authorities.

2. During the progress of construction, the A & E shall perform services including, but not limited to:

- a. Reviewing of drawings, samples, and other submissions of contractor(s) for design conformance with approved Contract Documents.
- b. Securing, analyzing and recommending disposition of proposals from the contractor(s) for changes in the work and in preparing change orders, and in obtaining PenMet's written concurrence in all such approvals to be granted contractors. The A & E shall have the authority to order minor changes in the work not involving an adjustment in the contract sum or extension of contract time and which are not inconsistent with the intent of the Contract Documents.
- c. Based on the A & E's observations at the site and on the contractor's application for payment, the A & E shall determine the amount owing to the contractor(s) and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the A & E to PenMet, based on the A & E's observations at the site as provided in Article II, and on the data comprising the Application for Payment, that the work has progressed to the point indicated. The A & E shall certify that the quality of the work is in accordance with the Contract Documents and to any specific qualifications stated in the Certificate for Payment; and that the contractor is entitled payment in the amount certified. By issuing a Certification for Payment, the A & E shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the contract sum.
- d. Obtaining and checking contractor's construction schedules, requesting compliance therewith, and promptly notifying PenMet and contractor in writing of non-compliance.
- e. The A & E shall establish with PenMet a mutually satisfactory schedule for the A & E and for the structural, mechanical, and electrical engineers to visit the Project and submit reports on each visit. Weekly status reports shall be made on a form designated by PenMet. The A & E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Ten (10) site visits and reports will be provided as part of the Basic Services of A & E.
- f. Selecting finish materials and colors and preparing color schedules for the interior and exterior walls, floors, ceilings, and roofs for PenMet's written approval if requested.
- g. Promptly advising PenMet in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, or materialman on the Project at the time of site visits.

- h. Advising PenMet to reject any work on the Project that does not conform to the Contract Documents.
 - i. Preparing check lists of corrective items, making final inspections and certifying completion of the Project and compliance with contract terms.
 - j. Obtaining and delivering to PenMet all contractor prepared as-built drawings, written guarantees, manuals and instructions required in the construction check list and prior to final acceptance.
3. The A & E shall in writing promptly notify PenMet and contractor in the event the contractor fails to follow A & E's instructions or the Contract Documents. The A & E shall have authority to reject work which does not conform to the Contract Documents. Whenever the A & E considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
 4. In the event the A & E is requested or authorized in writing by PenMet to prepare drawings and/or specifications for change orders, reimbursement shall be as stipulated in Article VII.
 5. Upon completion or termination of this Agreement, all original drawings, tracings and copies of specifications, manuals, guarantees, warranties, sample materials, including change order tracings and contractor-marked reproducible showing concealed as-built changes, shall be delivered to PenMet prior to any final payment due the A & E. Upon specific request of PenMet, before delivering the tracings, the A & E shall prepare a set of reproducible record prints on plastic film of drawings showing significant changes in the work made during the construction process. The cost of such specific request will be an extra service to be reimbursed to the A & E by PenMet.
 6. The A & E acknowledges that the drawings, tracings, slides, specifications, materials, notes or other related work items that are produced as part of the work authorized by the Agreement and for which compensation has been paid to the A & E by PenMet shall be the property of PenMet.
 7. The A & E acknowledges that PenMet has the right to utilize any or all of the work materials produced as part of the work authorized by this Agreement, including construction drawings and documents, in part or in whole, on other projects of PenMet without additional compensation. In the event PenMet does utilize such work materials, it shall be at PenMet's own risk and PenMet shall hold harmless the A & E for errors and omissions arising out of a subsequent use of the work materials.
 8. The A & E shall respond on a timely basis to PenMet concerns brought to the A & E's attention during the twelve month guarantee period. The A & E and PenMet agree that requests for on-site visitation shall be done on a reasonable basis. The A & E shall work with PenMet in securing corrections of defects that become apparent and shall make a final inspection of the Project prior to the expiration of the guarantee period.

Article III: Extra Services of A & E and Reimbursable Expenses

- A. Payment for extra services shall be as provided in Article VIII; however, no payment for extra services shall be made unless such extra services are approved in writing by PenMet as part of an addendum to this Agreement prior to the performance of such services.
- B. The following services and reimbursable expense items performed or furnished by the A & E shall be paid by PenMet in addition to the basic fee:

1. Preparing or assisting in the preparation of revisions to the Program of Requirements after the same has been approved, provided such assistance is not necessitated by the A & E's inability to bring project costs within the M.A.C.C.
2. Should a full-time Project representative of the A & E be required in lieu of provisions of Article II, Section A, paragraph 4 and Article II, Section E, paragraph 2, extra compensation of such services shall be based upon additional direct payroll costs or as may be modified herein.
3. Providing consultation or contract administration respecting replacement of any work damaged by fire or other cause during construction, or providing professional services or arranging for the work to proceed should the contractor become delinquent or insolvent or terminated by PenMet.
4. Except for services provided under Article II, Section E, Paragraph 2(f) above, providing interior design and other services required for or in connection with the selection of furniture and furnishings.
5. Providing design services relative to future facilities, system and equipment which were not defined in the initial program and are not intended to be constructed as part of the Project.
6. Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with other construction to be performed by PenMet.
7. Making measurements or drawings of existing construction when required for planning new additions or alterations thereto.
8. Providing extensive assistance in the utilization of equipment or system(s).
9. Providing services after issuance to PenMet of the final Certificate of Payment, except as in Article II, Section E, paragraph 5.
10. Providing contract administration and observation of construction after the construction contract time has been exceeded or extended by more than 50% of the contract time if such delay is caused solely by PenMet.
11. Revising previously approved drawings or specifications to accomplish changes directed by PenMet. However, no compensation for extra services shall be paid for revisions or bid alternates required to bring the construction cost within the approved estimate. Should reductions in the Project be made necessary by the bids exceeding allowable funds, PenMet reserves the right to order changes in the plans, specifications, and work to secure the most desirable solution within available funds without extra compensation to the A & E.
12. Incorporating changes in utilities or other items into the record prints if requested by PenMet under Article II, Section E, paragraph 4.
13. Providing brochures, special graphic presentations, or detailed professionally built architectural models in addition to the work previously agreed to in this Agreement.
14. Costs and expense shown by the A & E to have been incurred by him in connection with preparing the Project for temporary discontinuance by written direction of PenMet or in connection with recommencement of the Project after any period during which it was so discontinued.
15. Preparation of life cycle cost analysis.
16. Preparation of environmental impact statement, if specifically requested in writing by PenMet.

17. A & E services provided for change orders during construction phase shall be paid as follows:
 - a. Change orders initiated by PenMet shall be paid at the rates set forth in Article XII Section A below, but not to exceed 8% of the actual additional cost of the work required by the change order.
 - b. Change orders initiated by the A & E to correct design deficiencies shall be done at no cost to PenMet.
18. The A & E shall be reimbursed for the additional work necessary in the preparation of separate bid documents where PenMet requests separate bidding of construction phases.

COST DETERMINATION

Article IV: Maximum Allowable Construction Cost (M.A.C.C.) Defined

The Maximum Allowable Construction Cost, as stipulated on Page 1 herein or as amended, is defined as the total sum available to PenMet for construction purposes not including A & E fee, State of Washington Sales Tax, professional fees, PenMet's Project contingency funds, and all other charges incidental to the Project. The M.A.C.C. may be increased or decreased from time to time by PenMet in accordance with the provisions of this Agreement. Such change in M.A.C.C. shall not affect the A & E fee, unless agreed to in writing.

Article V: A & E's Estimates of Cost

It is understood that the A & E does not guarantee his estimates of the construction costs. The A & E shall notify PenMet in writing at any time he believes that the Project costs will vary from the M.A.C.C. stated on Page 1, or as amended per this Agreement. The A & E's written explanation shall include a detailed explanation and shall contain suggestions for bringing the Project costs within the M.A.C.C. PenMet shall be responsible for changing the program of requirements to allow project to stay within M.A.C.C.

Article VI: Compensation Determination Defined

The total basic fee payable to the A & E for all phases of design and construction shall not exceed THIRTY NINE THOUSAND FOUR HUNDRED FORTY EIGHT DOLLARS (\$39,448.00), together with charges provided for pursuant to Article III above. Any request for payment in excess of that amount shall automatically be rejected unless, prior to performing the service, the A & E has obtained express written approval from PenMet for such services and written approval of the additional cost.

PAYMENT PROCEDURE

Article VII: Payment to A & E for Basic Services

- A. Payments on account of the A & E's basic services shall be based on the amounts specified on Exhibit A.
- | | | |
|---|-------------------------------|-------------|
| 1 | Design Phase (60%) | \$12,222.00 |
| 2 | Construction Documents (100%) | \$10,718.00 |
| 3 | Bidding Phase | \$4,518.00 |
| 4 | Construction Administration | \$11,990.00 |
| 5 | Direct Expenses | |

6 Closeout subject to conclusion of phases 1-5 above, and upon construction completion and delivery of documents, as specified in Article II, Section E

Total \$39,448.00

- B. Payment for the Schematic Design Phase and Design Development Phase shall be made not more often than a monthly basis. The payments shall be based upon the percentage of each phase completed by the A & E at the time of the billing multiplied by the total amount due for the phase. Certification by the A & E that such work has been completed shall be required prior to any payments authorized by PenMet to the A & E. PenMet shall approve of all work prior to the payment to the A & E.
- C. Payment for the Contract Document and Bidding Phase shall be made not more often than a monthly basis. The payments shall be based upon the percentage of each phase completed by the A & E at the time of the billing multiplied by the total amount due for the phase. Certification by the A & E that such work has been completed shall be required prior to any payments authorized by PenMet to the A & E. PenMet shall approve of all work prior to the payment to the A & E.
- D. Payment for the Construction Phase shall be made no more often than monthly in proportion to the gross progress payments to the contractors.
- E. PenMet will process payments on the 2nd and 16th of each month, present the request to the Board at its next regularly scheduled meeting (typically 2nd and 4th Mondays), and upon approval will submit a check request to Pierce County for issuing payment (which is typically 2 weeks from the date of the request to the date of payment).
- F. Document Delivery: An amount equal to one percent (1%) of the A & E's total fee shall be retained for the work authorized by this Agreement until PenMet has received documents as defined in Article II, Section E, paragraph 5. Said fee shall be subject to A & E completion of the four prior phases.
- G. No deduction shall be made from the A & E's compensation on account of penalties, liquidated damages or other sums withheld from the contractor(s) through no fault of the A & E.
- H. Payment for change orders.
 - 1. The A & E agrees that as a technique of bidding to secure best possible bid price on construction, the A & E and PenMet shall agree on items to be bid as additive or deductive alternates to the basic bid. There shall be no cost to PenMet to accomplish such bidding techniques.
 - 2. Payment shall not be made for change orders which are required as a result of errors or omissions by the A & E, nor shall such change orders be included in the actual construction cost of the Project for purposes of computing the A & E's fee.
 - 3. PenMet and A & E agree that change orders as described in Article III, Section B paragraph 18 shall be paid as follows:
 - a. Separate bid additive or deductive alternates not taken shall be paid at the rates set forth in Article XII Section A below, but not to exceed eight percent (8%) times the estimated construction cost.
 - b. Separate bid additive or deductive alternates taken shall be paid at the rates set forth in Article XII Section A below, but not to exceed sixteen percent (16%) times the actual construction cost.

- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced.

Article VIII: Payment to A & E for Extra Services and Reimbursable Expenses

- A. Payments for reimbursable expenses shall be made monthly upon presentations of the A & E's statement.
- B. Payments for extra services of the A & E as defined in Article III shall be made on the basis of the formulas set forth herein, unless the parties have agreed upon a specific sum prior to the commencement of any extra services pursuant to the criteria in the written approval of PenMet.
- C. When requesting payment for extra services or reimbursable expenses, the A & E shall submit an itemized billing showing unit cost and quantity of each item billed. Copies of supportive invoices shall be attached.
- D. In the event the A & E and PenMet cannot agree to a sum for extra services, PenMet reserves the right to employ other means to accomplish the extra services.

Article IX: Successors and Assigns

The A & E may assign a portion of his financial interest to a recognized financial institution for underwriting operations covered by this Agreement. Except as above, the A & E shall not assign, sublet or transfer his interest in this Agreement without the prior written consent of PenMet. Any such assignment shall not affect PenMet's right to assert offsets or damages against contract payments otherwise due.

Article X: Non-Discrimination

Except to the extent permitted by a bona fide occupation qualification, the A & E agrees as follows:

- A. The A & E shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The A & E shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: recruitment, employment, upgrading, demotion or transfer, advertising, layoff or termination, establishing rates of pay or other forms of compensation and selection for training.
- B. The A & E shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- C. The A & E shall include the intent of the foregoing provisions of the foregoing paragraphs A and B in every subcontract or purchase order for the goods or services related to this Agreement.

In the event of non-compliance by the A & E with any of the non-discrimination provisions of this Agreement, PenMet will have the right, at its option, to cancel the Agreement in whole or in part. If the Agreement is canceled after partial performance, PenMet will only be obligated to pay that portion of the total work authorized under this Agreement that is satisfactorily completed and usable as of date of termination.

Article XI: Termination of Agreement

A. Termination by PenMet.

1. If, through any cause, the A & E shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the A & E shall violate any of the covenants, agreements, or stipulations of the Agreement, PenMet will thereupon have the right to terminate this Agreement by giving written notice to the A & E of such termination and specify the effective date thereof, at least five (5) calendar days before the effective date of such termination.
2. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the A & E shall, be delivered to, and become the property of, PenMet within ten (10) calendar days of the effective date of the termination of this Agreement. All finished documents shall contain the A & E's license/registration stamp or seal.
3. Provided the work need not be modified by another architect or engineer, the A & E shall be entitled to receive compensation for any phase completed and for any satisfactory work complete on documents and other materials as to a pending phase.
4. Notwithstanding the above, the A & E, shall not be relieved of liability to PenMet for damages sustained by PenMet by virtue of any breach of the Agreement by the A & E. Damages shall include the cost of a replacement architect/engineer less any sums which would have been owing under this Agreement if the A & E had completed this Agreement. PenMet may withhold reasonable amounts of the payment to the A & E for the purpose of setoff until such time as the exact amount of damages due PenMet from the A & E is determined. The A & E shall refund to PenMet any amounts paid but unearned by virtue of the termination.
5. PenMet may terminate this Agreement without cause at any time by a notice in writing to the A & E. In that event, all finished or unfinished documents and other materials as described in Article XI, Section A, Paragraph 2 above, shall be delivered to and become property of PenMet within ten (10) calendar days of the effective date of termination of this Agreement. All finished documents shall contain the A & E license/registration stamp or seal. If the Agreement is terminated by PenMet as provided herein, the A & E shall be paid for each phase completed, plus an amount which bears the same ratio of the work completed at the time of termination to the total services of the A & E required by this Agreement as to a pending phase.

B. Termination by the A & E.

1. The A & E may terminate this Agreement at any time by a notice in writing from the A & E to PenMet. The parties acknowledge, however, that it will be difficult for a new architect or engineer to carry out design concepts commenced by A & E, the degree of difficulty depending upon the stage at which termination occurs. In some circumstances, it may be necessary for the replacement architect or engineer to have to start at the initial or at least an earlier stage.
2. Therefore if the A & E terminates without cause, the A & E shall be responsible for the cost of a replacement architect or engineer less any sums which would have been owing under this Agreement if the A & E had completed this Agreement.
3. If the A & E terminates for cause, the A & E's compensation for the work shall be paid for each phase completed, plus an amount which bears the same ratio of the usable work product completed at the time of termination to the total services of the A & E required by this Agreement as to a pending phase. Cause shall mean the wrongful refusal of PenMet to pay the A & E in accordance with this Agreement.
4. In the event of termination with or without cause, all finished and unfinished documents and other materials as described in Article XI, Section A, Paragraph 2 above shall, shall be delivered to and become property of PenMet within ten (10)

calendar days of the effective date of termination of this Agreement. All finished documents shall contain the A & E's license/registration stamp or seal.

Article XII: Special Conditions

A. Rates for Extra Services:

1. When the A & E is requested by PenMet to perform extra services, the following standard hourly rates shall apply:

Principal of Firm	\$ <u>150.00</u>	per hour
Project Engineer	\$ <u>102.00</u>	per hour
Draftsman Level II	\$ <u>80.00</u>	per hour
Clerical	\$ <u>65.00</u>	per hour
2. Consultant Supervision and Handling Fee 15% of billing fee from consultant.
3. Cost of authorized reimbursable items on the basis of actual invoices. (Travel outside a 50 mile radius of the office and per diem of overnight trips to be paid at \$0.50 per mile and \$150.00 per day.)

Payment requests for extra services and reimbursable expenses shall reference the required written authorization and shall include an itemized billing indicating unit cost and quantity of each item billed, copies of supportive invoices, and/or such other supplemental data as may be required by the authorization.

B. Notice to Proceed: It is agreed that the A & E shall not begin work until receiving a written Notice to Proceed from PenMet.

C. Applicable law: The laws of the State of Washington shall govern the validity, performance, interpretation and enforcement of this Agreement. Should either party institute suit or arbitration for enforcement or interpretation of any provision contained herein, the venue of such suit or arbitration shall be in Pierce County, Washington, and A & E expressly consents to PenMet's designating the venue of any such suit or arbitration. This Agreement shall not be construed either for or against the A & E or PenMet, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

D. Arbitration: All disputes arising out of the enforcement or interpretation of this Agreement shall be resolved by arbitration in accordance with the arbitration laws of the State of Washington.

1. Upon demand for arbitration, the parties shall attempt to agree upon the single arbitrator. If they are unable to agree upon a single arbitrator within ten (10) business days following the demand for arbitration, then each party shall appoint an arbitrator within the five (5) following business days and the two arbitrators shall appoint a third arbitrator. If a party fails to appoint an arbitrator within the five (5) business days, then the arbitrator so appointed shall be the sole arbitrator. The decision of the sole arbitrator or majority of the arbitrators shall be binding on both parties.
2. The prevailing party in any suit or arbitration arising under this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs, including expert witness fees.
3. Notwithstanding the above, in the event of a lawsuit or arbitration between a party hereto and a third party, arising out of the project and including a claim of the culpability of the other party related to its performance of this Agreement, then such other party may be joined in such proceeding.

E. Integration: This Agreement is and shall be considered to be the only agreement between the parties hereto related to the subject matter herein. All negotiations and oral

agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

F. Amendment: This Agreement may be amended only in writing by the party against whom an amendment is being enforced. To be effective, any such amendment must be executed by the Executive Director or his designated representative on behalf of PenMet.

G. Insurance:

1. A & E shall, prior to commencing work under this Agreement, provide to PenMet certified copies of the following insurance policies, said policies to be maintained in force with insurers licensed to operate in the State of Washington and in a form to be approved by PenMet:
 - a. Commercial General Liability Policy Including:
 - i. Premises/Operations Liability
 - ii. Products/Completed Operations Liability
 - iii. Blanket Contractual Liability and Personal Injury.
 - b. Errors and Omissions Liability Policy.
 - c. Automobile Liability Policy covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - d. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
2. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products- completed operations aggregate limit. The Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The above insurance policies, excepting the Errors and Omissions Liability Policy, shall name PenMet as an Additional Insured thereunder as respects any operations of the A & E in connection with this Agreement.
3. These insurance policies, excepting the Errors and Omissions Liability Policy, shall be further endorsed substantially: "It is agreed that this insurance policy is primary over any insurance which may be carried by the Peninsula Metropolitan Park District, and it is agreed that the Peninsula Metropolitan Park District will be given not less than thirty (30) days' advance written notice of any termination of this policy."
4. The Errors and Omissions Policy shall not provide less than \$250,000 coverage and be endorsed substantially: "It is agreed that the Peninsula Metropolitan Park District of will not be given less than thirty (30) days' advance written notice of any termination of this policy."
5. The foregoing insurance coverage may not be canceled without prior written approval of PenMet. Failure on the part of A & E to maintain the insurance as required shall constitute a material breach of the Agreement, upon which PenMet may, after giving five business days' notice to the A & E to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to PenMet on demand.

6. The A & E and PenMet waive all rights against each other to the extent covered by insurance obtained pursuant to this Agreement. The policies shall provide such waivers by endorsement or otherwise.

H. Indemnity:

1. The A & E shall indemnify and hold PenMet and its officials, officers and employees harmless from and shall process and defend at its own expense all claims, liabilities or suits at law or equity to the extent arising from the A & E's negligence, wrongful conduct or breach of any of its obligations under this Agreement, provided that nothing herein shall require the A & E to indemnify or defend PenMet against and hold harmless PenMet from claims, demands or suits based solely upon the negligent or wrongful conduct of PenMet, its officials, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the A & E, its consultants, contractors, agents or employees, and (b) PenMet, its officials, officers and employees, this indemnity provision with respect to claims or suits based upon such concurrent negligence, the costs to PenMet of defending such claims and suits shall be valid and enforceable only to the extent of the A & E's negligence or the negligence of the A & E's consultants, contractors, agents or employees. A & E's foregoing duty to defend PenMet shall not apply to the extent that any such claim, liability or suit is caused by or results from A & E's provision of professional services; in such event, A & E shall instead indemnify PenMet and its officials, officers and employees as provided in this Section H and against all expenses including, without limitation, attorney's fees and litigation costs arising out of A & E's negligence or wrongful conduct.
 2. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of A & E's services, bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the A & E and PenMet, the A & E's liability, including the duty and cost to defend hereunder, shall be only to the extent of the A & E's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the A & E's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- I. Debarment Certification. A & E certifies that neither the A & E nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the A & E agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and/or
www.ini.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

- J. Conflict of Interest. No officer, employee or agent of PenMet who exercises any function or responsibilities in connection with the planning and carrying out of the project to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The A & E shall comply with all federal, state and local conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of PenMet. The A & E represents that the A & E presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of the A & E's services and obligations hereunder. The A & E further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates specified below.

<p>PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation</p> <p>By: _____ _____ Glenn Akramoff, Interim Executive Director</p>	<p>A & E</p> <p>By: _____ _____ Gene Wentworth, Principal</p>
<p>Date: August ____, 2019.</p>	<p>Date: August , ____, 2019.</p>
<p>Address: 10123 – 78th Ave NW Gig Harbor, WA 98332 P.O. Box 425, 98335</p>	<p>Address: 923 Martin Luther King Jr. Way Tacoma, WA 98405</p>
<p>Phone: (253) 858-3400</p>	<p>Phone: (253) 759-0118</p>
<p>Fax: (253) 858-3401</p>	<p>Fax: (253) 493 -2063</p>
<p>E-Mail: GAkramoff@PenMetParks.org</p>	<p>E-Mail: GeneW@CrossEngineers.com</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ _____ Attorney For the Peninsula Metropolitan Park District</p>	

Copy 1: A & E (Original)
Copy 2: Contract Compliance (Original)

EXHIBIT A

A & E FEE SCHEDULE

Design fee breakdown for the anticipated project scope and anticipated tasks for each phase of design and construction.

Scope:

- Design Electrical Requirements and Project Elements
 - The Consultant will coordinate with District staff on a design for the parking lot lighting and electrical needs for the field lighting project at Sehmel Homestead Park, 10123 -78th Ave NW, Gig Harbor, WA 98332.
 - This project will include a requirements analysis and the extension of the existing utilities, along with the design, all necessary permits, bidding, project coordination, and construction management.
 - Assemble team of professional consultants as needed for project completion.
 - Prepare for and attend pre-development conference with PenMet Staff and Pierce County Planning Staff.
 - Prepare all documents necessary for putting project out to bid.
 - Assist as required with bidding process.

- Oversee Building Construction
 - Oversee and manage the construction of project.
- Meetings with Elected Officials, PenMet Parks Staff, Public
 - The Consultant may meet with District staff and/or Board members to discuss the project.
 - Public meeting (date to be determined).

Tasks:

Design Development (DD) 60%

- Review Owner existing site documents
- Field Verify existing site conditions
- Assist Owner with lighting equipment selection via public bid or ore-order from KCDA
- Meetings (2) with Owner to discuss park operations, construction areas, work restrictions, etc
- Create site plan with light poles and new and existing and utilities locations
- Create one line power riser diagram
- Create details and partial plans
- Coordination with Owner if KCDA equipment ordering option is selected
- Specification index
- Design Development level cost estimate
- In House QA/QC Review.
- Owner review meeting
- Compile design coordination meeting minutes
- Prepare and attend pre-development conference with Pen Met Staff and Pierce County Planning Staff
- Attend public meeting

Construction Documents (CD) 100%

- Incorporate Owner Design Development comments
- Prepare title sheet from Owner supplied example
- Complete drawings to 100%
- Complete specifications to 100%
- Update cost estimate to 100%
- In House QA/QC Review
- Owner review meeting
- Compile design coordination meeting minutes

Bidding

- Incorporate Owner Construction Document comments
- Compile electronic drawings and specifications and transmit to Owner for bid publication
- In House QA/QC review
- Pre-bid walk through at site
- Respond to bidder questions through Owner
- Assist Owner with review of bids

Construction Support

- Pre-construction meeting on site
- Respond to construction RFI's through Owner
- Assist Owner with change order requests
- Weekly meetings and construction progress review (6 weeks)
- Meeting minutes
- Witness testing of soccer field lighting and parking lot lighting
- Shop drawing review
- Project closeout
- As-built record drawings

Design Fees:

We propose a lump sum design fee of \$39,448.00 based on the following breakdown.

Design Development	\$12,222.00
Construction Documents	\$10,718.00
Bidding	\$4,518.00
<u>Construction Support</u>	<u>\$11,990.00</u>
Total	\$39,448.00

EXHIBIT B

INITIAL PROJECT ESTIMATE

Development Costs (From RCO-YAF Grant Submission)

Work Type Costs

<u>Category / Work Type / Metric</u>	<u>Application Answer</u>	
Athletic Fields		
Multipurpose field development		
Total cost for Multipurpose field development		\$400,000.00
Number of multipurpose fields:	1 renovated Number of multipurpose fields with lighting	
Primary users of multipurpose fields	Youth	
Select the recreational uses of multipurpose fields	Football, Lacrosse, Rugby, Soccer	
Select the multipurpose field renovation elements	Add/replace lighting	
General Site Improvements		
Install lighting (general security)		
Total cost for Install lighting (general security)		\$118,000.00
Number of general security lights installed	20	
Site Preparation		
General site preparation		
Total cost for General site preparation		\$50,000.00
Acres of site preparation	6	
Buildings / structures to be demolished	None	
Select the site preparation activities	General site prep activities, Mobilization, Other, Surveying, Traffic control	
Utilities		
Install power utilities		
Total cost for Install power utilities		\$80,000.00
Select the power utilities	Power line	
Permits		
Obtain permits		
Total cost to Obtain permits		\$5,000.00
SHP Turf Lighting M.A.C.C.		<hr/> \$653,000.00



Peninsula Metropolitan Park District

RESOLUTION NO. R2019-010

A RESOLUTION OF PENMET PARKS AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN AGREEMENT FOR THE DESIGN OF LIGHTING AT SEHMEL HOMESTEAD PARK

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) was formed in May 2004 by a vote of the people; and

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including delivery of parks and recreation services; and

WHEREAS, PenMet Parks issued Requests For Qualifications (RFQ) for a firm to design and develop lighting for the Sehmel Homestead Park turf field and related parking areas on June 25, 2019 for submission by July 12, 2019; and

WHEREAS, PenMet Parks received two formal proposals in response to the RFQ and that the District in the course of its review has determined that the selected proposal meets the standards and conditions established by the District and that the firm is qualified to provide such service to the District; and

WHEREAS, staff negotiated with the selected firm to develop the attached agreement; and

WHEREAS, the District's attorney has reviewed the agreement; NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the agreement with Cross Engineers, Inc. for the design and development of lighting at Sehmel Homestead Park's turf field and related parking areas.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on August 6, 2019.

President

Clerk

Peninsula Metropolitan Park District Commission

Attest



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335

DISTRICT COMMISSION MEMO

To: District Commission
From: Eric Guenther, Planning & Special Projects Manager
Date: August 6, 2019
Subject: Hales Pass & Arletta Schoolhouse Update

Background/Analysis

PenMet was awarded a Historical Preservation Grant to replace the ceiling and some deteriorating exterior trim pieces at the Arletta School House in 2018. Subsequently, several other elements of the property have been identified for upgrades including:

- Roof on main building
- ADA access from parking to, and into the building
- ADA parking
- ADA access to restrooms
- Electrical systems
- Plumbing systems
- Kitchen facilities including appliances
- Well replacement
- Roof on shelter and walkway

With the rainy season approaching, staff would like to get the main building roof replaced due to leaks encountered last winter.

The suggested steps moving forward include:

- Evaluate quotes from the King County Directors Association (KCDA, a purchasing coop equivalent to a state bid list)
- Selecting the lowest responsible quote to contract for the project
- Roof replacement before rainy season
- Issue RFQ to engage designer for remaining elements of renovation

Recommendation

Staff requests that the Commission discuss the renovations proposed and provide direction to staff including the possible issuance of an RFQ for design of the renovations.

Policy Implications/Support

8. The District has adopted goals including:
 - Developing and Maintaining High Quality Facilities: To build and maintain high quality facilities consistent with community planning.

Motion

I move to authorize staff to issue an RFQ for the design of renovations at Hales Pass.

Should you have any questions or comments please contact me at the earliest opportunity should additional research be required to provide answers at the meeting: 253-858-3400x1222 or via e-mail at eguenther@penmetparks.org.