



# Peninsula Metropolitan Park District

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

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## SPECIAL MEETING AGENDA

May 25, 2022, 5:00 PM

### Zoom Webinar:

<https://us02web.zoom.us/j/88908329989?pwd=WGtzM0hDRtVhRW5OUFR2VjRSt2lmQT09>

Passcode: 871028

### Or Telephone:

Dial: +1 253 215 8782

Webinar ID: 889 0832 9989

Passcode: 871028

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## Call to Order

### Commissioner Roll Call:

	Present	Excused	Comment
Steve Nixon, President			
Maryellen (Missy) Hill, Clerk			
Amanda Babich			
Kurt Grimmer			
Laurel Kingsbury			

### ITEM 1 Consent Agenda

1a. [Resolution C2022-013 Rejecting All Bids Received for Community Recreation Center Phase 1](#)

### ITEM 2 New Business – Purchasing Resolutions Requiring One Reading for Adoption

2a. [Resolution P2022-009 Authorizing the Executive Director to Sign the Agreement for On-Site Management Services](#)

2b. [Resolution P2022-010 Authorizing the Executive Director to Execute Change Order #02 for the Arletta Schoolhouse Renovation](#)

### ITEM 3 Adjournment

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## BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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).



# Peninsula Metropolitan Park District

## RESOLUTION NO. C2022-0013

**REJECTING ALL BIDS FOR PROJECT NUMBER 2020.023, 2022 BUILDING RENOVATIONS, SEPTIC IMPROVEMENTS, AND TEE BOX DEMOLITION (CRC PHASE I)**

WHEREAS, Peninsula Metropolitan Park District (PenMet Parks) identified the need for an indoor recreation facility in the 2018 District Comprehensive Parks, Recreation, & Open Space Plan; and

WHEREAS, the District followed the procedures specified in Policy P40-102: Purchasing Policy to solicit sealed public bids for Project 2020.023, 2022 Building Renovations, Septic Improvements, and Tee Box Demolition (CRC Phase I), and

WHEREAS, one (1) bid was received and opened by the District on May 12, 2022; and

WHEREAS, the one (1) bid received was for an amount exceeding the approved project budget; and

WHEREAS, pursuant to RCW 35.61.135, The Board of Park Commissioners may reject all bids for good cause and readvertise,

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that all bids received for Project 2020.023, 2022 Building Renovations, Septic Improvements and Tee Box Demolition (CRC Phase I), are hereby rejected and the project shall be readvertised for rebid.

The foregoing resolution was adopted at a special meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on May 25, 2022.

\_\_\_\_\_  
Steve Nixon, Board President

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

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



# Peninsula Metropolitan Park District

Item 2a.

PO Box 425 – Gig Harbor, WA 98335  
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[www.penmetparks.org](http://www.penmetparks.org)

## DISTRICT COMMISSION MEMO

**To:** Peninsula Metropolitan Park District Board of Commissioners

**Through:** Ally Bujacich, Executive Director

**From:** Denis Ryan, Director of Park Services

**Date:** May 25, 2022

**Subject:** **Resolution P2022-009 Authorizing the Executive Director to Execute a Personal Services Agreement with Seattle’s Finest Security & Traffic Control for On-Site Management at Tacoma DeMolay Nature Preserve**

### Background

In 2017 District staff recognized a need to provide a daily on-site presence at Tacoma DeMolay Sandspit Nature Preserve to manage park operations as needed during the summer. In response, the Board allocated funding in 2018 to provide on-site seasonal management at that property. Since then, staff evaluate the need for on-site management annually, and it was most recently provided in 2021 by a private security firm.

Staff recommend providing increased on-site management at Tacoma DeMolay during the 2022 summer season by utilizing a private security firm. On-site management will be responsible to engage with visitors, educate visitors on PenMet Parks’ Park Use Regulations, enforce Regulations as appropriate, educate visitors on parking within the County right-of-way adjacent to Tacoma DeMolay, manage on-site parking, and educate visitors on park boundaries. To improve operational efficiency, the firm will also be responsible for closing duties at Fox Island Fishing Pier.

On November 16, 2021, the Board of Park Commissioners passed Resolution R2021-032 adopting the 2022 operating budget. The approved budget allocates \$42,517 for seasonal on-site management.

To procure private security services to provide on-site management, staff attempted to utilize the current Washington State Contract 03818. Five vendors were contacted, and none were responsive. Because of the lack of responsive vendors, a special market condition was created. Staff followed the procedures in Policy P40-102: Purchasing Policy Section 3.3 for single source or supply and negotiated an agreement with Seattle’s Finest Security & Traffic Control to provide the required scope of work.

**Policy Implications/Support**

1. The Board approved Resolution R2021-032 adopting the 2022 annual operating budget, including a funding allocation of \$42,517 for seasonal on-site management.
2. This action is supported by the following adopted 2022 Goals and Objectives:  
Goal 3: effectively manage and maintain our assets to preserve existing infrastructure and provide parks and recreation opportunities for the community.

**Staff Recommendation**

Staff recommend the Board pass Resolution P2022-009 authorizing the Executive Director to execute a personal services agreement with Seattle's Finest Security & Traffic Control for on-site management at Tacoma DeMolay Sandspit Nature Preserve in an amount not to exceed \$35,000.

**Committee Recommendation**

This action was reviewed by the CIP Committee at its May 23, 2022 meeting with a recommendation to bring this action to the full Board for its approval.

**Staff Contact**

If you have any questions or comments, please contact Denis Ryan at 253-649-5254 or via e-mail at [dryan@penmetparks.org](mailto:dryan@penmetparks.org).

**Attachments:**

Exhibit A: Resolution P2022-009



# Peninsula Metropolitan Park District

## RESOLUTION NO. P2022-009

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH SEATTLE’S FINEST SECURITY & TRAFFIC CONTROL FOR ON-SITE MANAGEMENT AT TACOMA DEMOLAY SANDSPIT NATURE PRESERVE**

WHEREAS, Peninsula Metropolitan Park District (PenMet Parks) identified a need to provide seasonal on-site management at Tacoma DeMolay Sandspit Nature Preserve and Fox Island Fishing Pier; and

WHEREAS, the Board of Park Commissioners approved Resolution R2021-032 adopting the 2022 Annual Operating Budget, which appropriates funding for seasonal on-site management; and

WHEREAS, District staff followed the procedures listed in Policy P40-102: Purchasing Policy to procure on-site management; and

WHEREAS, staff made reasonable attempts to exercise the state bid list in accordance with Policy P40-102 Section 3.2 and vendors were nonresponsive; and

WHEREAS, a special market condition was created, allowing the District to follow the procedures in Policy P40-102 Section 3.3 for single source or supply; and

WHEREAS, staff negotiated a contract with Seattle’s Finest Security & Traffic Control to provide on-site management;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized sign the personal services agreement with Seattle’s Finest Security & Traffic Control in an amount not to exceed \$35,000, excluding applicable Washington State Sales Tax, in substantially the form attached as Exhibit “A”.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on May 25, 2022.

\_\_\_\_\_  
Steve Nixon, Board President

\_\_\_\_\_  
Maryellen “Missy” Hill, Board Clerk

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

# Peninsula Metropolitan Park District



## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day of May, 2022 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and Seattle's Finest Security & Traffic Control, a Washington limited liability company, whose address is 10245 Estate Ln SE, Ollala, WA 98359, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Consultant represents it is qualified to provide the services described in paragraph 2 herein and Exhibit A and holds all necessary licenses and government permits therefore;

WHEREAS, the District desires to meet more fully the needs of citizens residing within its district for participation in and enjoyment of recreational and cultural programs which beneficially contribute to the well-being of its citizens;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Independent Contractor Status. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the District, nor shall it be eligible for any employee benefits.

A. The Consultant represents and warrants that that any and all federal, state, and local mandatory deductions or other charges and taxes imposed by law and/or regulation upon the Consultant are current. The Consultant acknowledges that all such deductions, charges and taxes shall be the sole responsibility of the Consultant. If the District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Consultant agrees to indemnify and hold the District harmless from those costs, including attorney's fees.

B. The Consultant shall provide at its sole expense all materials, office space, telephone and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.

C. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the District in complying with those conditions concerning grants and other federal assistance under the laws of the County of Pierce, the State of Washington, the United States of America, or such other laws as are applicable to the Scope of Services under this Agreement. The Consultant shall at its sole expense, obtain and keep in force any necessary licenses, permits, and tax certificates.

D. The Consultant shall conduct its professional services under this Agreement with the same care and skill ordinarily used by members of the Consultant's profession under similar circumstances, at the same time and in the same locality.

E. Debarment Certification. The Consultant certifies that neither the Consultant 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 Consultant 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](http://www.sam.gov) and [www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp)

2. Scope of Services. The Consultant agrees to perform services as set forth in Exhibit A of this Agreement. All obligations and services of the Consultant undertaken pursuant to this Agreement shall be satisfactorily completed in accordance with the schedule specified in Exhibit A of this Agreement.

3. Compensation and Method of Payment.

A. In consideration of the services to be provided by the Consultant, the District will pay not more than THIRTY-FIVE THOUSAND DOLLARS (~~\$35,000.00~~) plus applicable Washington State Sales Tax. In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation.

B. Payment to the Consultant will be made only upon receipt of the Consultant's original written invoice following performance of the services provided herein (or for the percentage completed) and during the District's ordinary billing cycle. The District's ordinary billing cycle is once per month. Payment terms are net 30 days after receipt of invoice.

C. Final payment will not be made until all services and any specified deliverables have been completed to the satisfaction of and accepted by the District, which may include acceptance by the Board of Park Commissioners.

D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced. In no event shall the total of the District's payment pursuant hereto exceed the contract price set forth in Paragraph 3.A. above. Any request for payment in excess of the contract amount shall automatically be rejected unless, prior to performing the service, the Consultant has obtained express written approval from the District for such services and written approval of the additional cost.

4. Publications. The Consultant shall obtain the District's approval prior to the publication of any of the results of services performed or to be performed pursuant hereto. Any publications that may be authorized shall acknowledge that the District provided financial support pursuant to this agreement as follows:

"FUNDED BY THE PENINSULA METROPOLITAN PARK DISTRICT"

5. Reporting. The Consultant, at such time and in such form as the District may require, shall furnish the District with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The Consultant will make available to the District all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.

6. Ownership of Deliverables.

A. Ownership of the originals of the Consultant's deliverables as defined in the scope of services and provided by the Consultant as a result of this Agreement, whether or not completed, shall be vested in the District. Any reuse of these materials by the District for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written approval by the Consultant, will be at the sole risk of the District.

B. The District acknowledges the Consultant's deliverables as instruments of professional service. Nevertheless, the deliverables prepared under this Agreement shall become the property of the District upon completion of the services. The District agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of the District's reuse of Consultant's deliverables for a District project unless the District obtains the Consultant's written authorization for such use.

C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of both the District and the Consultant, and may be used by the District and the Consultant as each sees fit, including the right to revise or publish the same without limitation and for use in similar projects, subject to the provisions of paragraph 6.B. above.

7. Termination.

A. The District may terminate the Consultant's performance of services under this Agreement through written notice to the Consultant, in whole, or from time to time in part, whenever the Consultant fails to perform in a timely manner and fully, faithfully, and in a safe and responsible manner, the services required herein, or whenever the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of the District become impossible or impractical for whatever reason.

(1) If the cause of termination is by reason of the Consultant's breach of this Agreement, then termination shall not relieve the Consultant of liability to the District for damages sustained by the District, and the District may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount owing the Consultant is determined.

(2) If the cause of termination is not by reason of the Consultant's breach of this Agreement, then the District shall be liable only for payment of services performed or furnished prior to the effective date of termination. The Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made.

(3) Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, to the respective party being notified at the address listed with the signature of this Agreement. The parties' addresses may be changed by the same method of notice.

B. The Consultant may terminate this Agreement if the Consultant provides written notice to the District of its material breach of the terms of this Agreement and, after seven (7) business days prior written notice, the District fails to cure such breach. The Consultant's notice shall specify the nature of the breach and the steps necessary to cure the breach. If the breach cannot reasonably be cured within the 7 business day period, so long as the District is taking reasonable steps to cure the breach, it shall have additional time to do so



and the Agreement shall not terminate. Upon termination, the Consultant shall be entitled to full compensation for services rendered up to the termination date in accordance with the payment schedule and for reasonable costs and expenses associated with closing out the project.

8. Indemnification.

A. To the fullest extent permitted by law and subject to the following conditions, the Consultant shall indemnify and hold harmless the District, its board members, officials, employees, consultants, and the employees, successors, and assigns of them, and their respective directors, officers, and employees (Indemnified Parties”) from and against all actions related to the Consultant’s negligent acts or errors, causes of action, liabilities, suits, judgments, liens, awards, and damages, or any kind and nature whatsoever, for property damage, personal injury or death (including but not limited to, injury to or death of employees of the Consultant or any sub-consultant of the Consultant) and expenses, costs of litigation and attorneys’ fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to this Agreement, the performance thereof by the Consultant, its directors, officers, employees, agents, sub-consultants or subcontractors (collectively, “Indemnifying Entities”), including but not limited to the provision of services, personnel, facilities, equipment, support, supervision, or review. The foregoing defense, indemnity and hold harmless obligations shall apply only to the extent of the negligence or wrongful conduct of Indemnifying Entities, shall not apply to the extent of the concurrent negligence or wrongful conduct of the Indemnified Parties, and shall not apply in the case of the sole negligence of the Indemnified Parties.

B. The Consultant shall indemnify and hold harmless the Indemnified Parties from and against all actions, causes, of action, liabilities, claims, liens, suits, judgments, awards and damages, of any kind and nature whatsoever, and expenses and costs of litigation and attorneys’ fees related thereto, or incident to establishing the right to indemnification, to the extent arising from and attributable to or in any way related to Indemnifying Entities’ failure to perform any of their obligations under this Agreement.

C. The Consultant expressly waives any immunity under industrial insurance as to the District, its successors and assigns, whether arising from Title 51 of the Revised Code of Washington or any other statute or source, to the extent of the indemnity set forth in this Section 8. CONSULTANT AND THE DISTRICT EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT CONSULTANT AGREES TO BE BOUND BY THE TERMS THEREOF.

D. The Consultant shall require each of its consultants and sub-contractors to provide an indemnity, enforceable by and for the benefit of the Indemnified Parties, to the same extent required of the Consultant under this Section 8.

E. Consultant and the District agree that the indemnities set forth in this Section 8 shall survive and shall be enforceable beyond the termination or completion of this Agreement.

9. Insurance. Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors. Consultant’s maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District’s recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products - completed operations aggregate limit.

C. Other Insurance Provision. Consultant's Automobile Liability and Commercial General Liability policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the District. Any insurance maintained by the District shall be excess of Consultant's insurance and shall not contribute with it.

D. Consultant's Insurance for Other Losses. Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any materials, tools, Consultant's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. Consultant and the District waive all rights against each other, any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to the Insurance Requirements Section of this Agreement or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage. Consultant shall furnish to District original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of Consultant before commencement of any work.

H. Subcontractors. Except as otherwise provided herein, Consultant shall have sole responsibility for determining the insurance coverage and limits required to be obtained by

subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

I. Notice of Cancellation. Consultant shall provide District and all additional insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business days' notice to Consultant 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 District on demand.

10. Non-Discrimination. Except to the extent permitted by bona fide occupation qualification, the Consultant agrees as follows:

A. The Consultant 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 Consultant shall take affirmative action to ensure 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, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.

B. The Consultant shall in all solicitation from 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" shall appear in all advertisements.

C. The Consultant 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 which are subject matter of this Agreement.

D. In the event of noncompliance by the Consultant with any of the non-discrimination provisions of the Agreement, the District will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the District will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

11. Assignment and Subcontract. The independent Consultant shall not assign, subcontract, delegate, or transfer any interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the District.

12. Conflict of Interest. No officer, employee or agent of the District who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The Consultant 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 the District. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this

Agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

13. Notices. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, or sent via electronic mail (e-mail) to the respective party being notified at the address listed with the signature of this Agreement. The parties' addresses may be changed by the same method of notice.

14. Enforcement. If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement and becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting party.

15. Interpretation and Venue. Washington law will govern the interpretation of this Agreement. Any dispute as to the enforcement or interpretation of this Agreement shall be determined by litigation in accordance with the laws of the State of Washington. The prevailing party in any litigation arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any litigation.

16. Unenforceable Clauses. If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

17. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

Signature Page and Exhibit A Follows

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

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

CONSULTANT:

\_\_\_\_\_  
Ally Bujacich, Executive Director  
PO Box 425  
Gig Harbor, WA 98335  
Phone: 253-858-3408  
Email: abujacich@penmetparks.org

\_\_\_\_\_  
Seattle's Finest Security & Traffic Control  
10245 Estate Ln SE, Ollala, WA 98359  
Phone:  
Cell:  
E-M:

Fed Tax No.: \_\_\_\_\_

APPROVED AS TO FORM

L & I Acct. No.: \_\_\_\_\_

UBI No.:

\_\_\_\_\_  
Attorney For the Peninsula Metropolitan Park District

Copy 1: Consultant (Original)  
Copy 2: Contract Compliance (Original)

**EXHIBIT A**  
**Scope of Services**

The Consultant will provide daily on-site staffing at Tacoma DeMolay Sandspit Nature Preserve located at 55 Bella Bella Drive, Fox Island, WA 98333 and nightly closing of the Fox Island Fishing Pier located at 1453 Ozette Drive Fi, Fox Island, WA 98333 from May 27, 2022 through October 1, 2022. The Consultant is generally responsible to ensure established park regulations are enforced. Specific duties and responsibilities include:

- Manage park visitor parking. Enforce PenMet Parks’ regulations related to parking. Educate visitors on County-enforced parking regulations in locations outside PenMet Parks’ property, such as on Bella Bella Drive.
- Monitor and educate visitors on park property boundaries. Ensure visitors do not trespass on to private property.
- Educate visitors on PenMet Parks’ Park Use Regulations and enforce regulations as appropriate, including but not limited to:
  - o Monitor and enforce animal control regulations.
  - o Monitor and enforce prohibited activity regulations, including but not limited to:
    - Removal of park property, including shells, driftwood, clay babies, plants, animals, seaweed, or other property.
    - Having open fires outside of designated areas.
    - Making public disturbance noise or public nuisance noise.
  - o Ensure permits are secured for such activities requiring permits.
  - o Monitor and enforce campground and picnic regulations.
  - o Monitor fishing and harvesting activities for compliance with applicable Washington State rules and regulations.
  - o Other park regulations.
- Report violations to the appropriate law enforcement agency.
- Serve as a resource for park visitors as needed.
- Other related duties as assigned.
- Close both locations nightly
  - o Fox Island Fishing Pier to be cleared of users and closed promptly at dusk (30 minutes after sunset).
  - o DeMolay Sandspit to be cleared and closed following closure of Fox Island Fishing Pier.

The Consultant will provide sufficient personnel to avoid incurring overtime rates for a regular 8-hour/day, 7 day/week schedule. Overtime will be incurred when one staff person works in excess of 40 hours during a 7-day period. The hourly rates listed below are inclusive of all overhead costs.

Straight time	\$38/hour
Holidays	\$57/hour
Overtime	\$75/hour

Requests with less than 24 hours notice	\$75/hour
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Cancellations made less than 24 hours in advance of a scheduled work period are subject to a 4-hour minimum charge at the applicable rate.

A 4-hour minimum charge applies to all shifts.

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# Peninsula Metropolitan Park District

Item 2b.

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253-858-3400 – info@penmetparks.org  
www.penmetparks.org

## DISTRICT COMMISSION MEMO

**To:** Peninsula Metropolitan Park District Board of Commissioners

**Through:** Ally Bujacich, Executive Director

**From:** Denis Ryan, Director of Park Services

**Date:** May 25, 2022

**Subject:** **Resolution P2022-010 Authorizing the Executive Director to Sign Change Order #2 for the Arletta Schoolhouse Renovation**

### Background/Analysis

On February 1, 2022, the Board of Park Commissioners passed Resolution RR2022-001 adopting the project budget for the Arletta Schoolhouse Renovation. On the same day, the Board passed Resolution P2022-001 authorizing the Executive Director to execute a construction contract with Grenlar Inc., dba Grenlar Construction in the amount of \$998,000. Construction began in March.

Staff reviewed and approved Change Order #1 to mitigate rodent damage in the attic for \$8,205.50, bringing the total construction contract amount to \$1,006,205.50.

Since then, staff have evaluated additional potential changes to the project scope and recommend approving Change Order #2 to incorporate the work into the contract. The changes are a result of unforeseen conditions, design coordination errors, and value-added work that would provide public benefit. In addition, Change Order #2 includes the new Class B well, which is listed as a separate line item in the project budget outside of the Maximum Allowable Construction Cost.

<u>Description</u>	<u>Estimate</u>
New Class B well	\$75,000
Replace existing damaged pressboard with drywall	\$39,435
Provide ADA compliant water fountains	\$4,600
Reroute the HVAC air return	\$5,625
Install conduit for future electrical and communication	\$4,158
Remove concealed asphalt and provide landscape	\$10,000
<b>Total</b>	<b>\$138,818</b>



**Policy Implications/Support**

1. The Board approved Resolution RR2022-001 adopting the project budget for the Arletta Schoolhouse Renovation.
2. The Board approved Resolution P2022-001 authorizing the Executive Director to execute a construction contract for the Arletta Schoolhouse Renovation with Grenlar Inc., dba Grenlar Construction.
3. This change order is supported by the following 2022 Goals and Objectives:  
    Goal 3. Effectively manage and maintain our assets to preserve existing infrastructure and provide parks and recreation opportunities for the community.

**Staff Recommendation**

Staff recommends the Board pass Resolution P2022-010 authorizing the Executive Director to authorize Change Order #2 for the Arletta Schoolhouse Renovation in the amount not to exceed \$138,818, increasing the total contract amount to \$1,236,625.38.

**Committee Recommendation**

This action was reviewed by the CIP Committee at its May 23, 2022 meeting with a recommendation to bring this action to the full Board for its approval.

**Staff Contact**

If you have any questions or comments, please contact Denis Ryan at 253-649-5254 or via e-mail at dryan@penmetparks.org.

**Attachments:**

Exhibit A: Resolution P2022-010



# Peninsula Metropolitan Park District

## RESOLUTION NO. P2022-010

### AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CHANGE ORDER #2 FOR THE ARLETTA SCHOOLHOUSE RENOVATION

WHEREAS, on February 1, 2022, the Board of Park Commissioners approved Resolution P2022-001 authorizing the Executive Director to execute a construction contract for the Arletta Schoolhouse Renovation with Grenlar Inc., dba Grenlar Construction in the amount of \$998,000; and

WHEREAS, Change Order #1 was previously awarded in the amount of \$8,205.50, increasing the total contract amount to \$1,006,205.50; and

WHEREAS, the District has evaluated the cost and public benefit of the scope of work summarized as follows and recommends incorporating it into the agreement with Grenlar Construction; and:

<u>Description</u>	<u>Estimate</u>
New Class B well	\$75,000
Replace existing damaged pressboard with drywall	\$39,435
Provide ADA compliant water fountains	\$4,600
Reroute the HVAC air return	\$5,625
Install conduit for future electrical and communication	\$4,158
Remove concealed asphalt and provide landscape	\$10,000
<b>Total</b>	<b>\$138,818</b>

WHEREAS, the total amount of Change Order #2 exceeds the authority delegated to the Executive Director and requires approval by a resolution of the Board of Park Commissioners;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that the Executive Director be authorized to sign Change Order #2 for the Arletta Schoolhouse Renovation in the amount of not more than one hundred eighty-seven thousand five hundred dollars (\$138,818), excluding applicable Washington State Sales Tax, in substantially the form attached as Exhibit "A," for a new contract total amount of \$1,145,023.50.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on May 25, 2022.

\_\_\_\_\_  
Steve Nixon, Board President

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

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



**Peninsula Metropolitan Park District**  
 10123-78<sup>th</sup> Ave NW  
 Gig Harbor, WA 98332  
 253-858-3400

**DRAFT**  
**CONTRACT CHANGE ORDER**  
**No. 2**

Project Name: Arletta Schoolhouse Renovation Request Date: May 25, 2022  
 Contractor Name: Grenlar Construction Requested By: \_\_\_\_\_  
 Contractor Date: January 18, 2022

Description, Reason and/or Necessity of Proposed Change:

The following items have been identified as being essentially required for the completion of the project or to significantly enhance the aesthetic quality of the Arletta School Hose Renovation Project.

**Change Order Number 2**

**Not to Exceed (NTE)**

- |   |          |
|---|----------|
| ○ Class B Well  | \$75,000 |
| ○ Sheetrock Improvements                                  | \$39,435 |
| ○ ADA Compliant Water Fountains                           | \$4,600  |
| ○ HVAC Air Return Re-Work                                 | \$5,625  |
| ○ Install Future Conduit for Electrical and Communication | \$4,158  |
| ○ Asphalt Removal for Future Landscaped Area              | \$10,000 |

Contract Price Change:  No Change  Increase  Decrease Total Amount: \$8,205.50  
 Completion Date:  No Change  Increase  Decrease Number of Days: 14

Contract Summary/History	Change Order Approval
Original Contract Amount: \$998,000.00	Project Manager Date
Change Order History (Previous Additions):	
Change Order No. <u>1</u> \$8,205.50	
Change Order No. _____ \$0.00	
Change Order No. _____ \$0.00	
Change Order No. _____ \$0.00	
<b>Net - Previous Additions:</b> \$8,205.50	
Change Order History (Previous Deductions):	
Change Order No. _____ \$0.00	
Change Order No. _____ \$0.00	
Change Order No. _____ \$0.00	PenMet Parks Executive Director Date
Change Order No. _____ \$0.00	PenMet Parks District Commissioner Date
<b>Net - Previous Deductions:</b> \$0.00	
<b>Current Change Description:</b>	
Class B Well (NTE) \$75,000.00	
Sheetrock Improvements (NTE) \$39,435.00	
ADA Compliant Water Fountains (NTE) \$4,600.00	

Item 2b.

HVAC Air Return Re-Work	(NTE) \$5,625.00
Install Future Conduit	(NTE) \$4,158.00
Asphalt Removal	(NTE) \$10,000.00
Current Change Order Amount	(NTE) \$138,818.00
<b>New Contract Amount Subtotal:</b>	<b>\$1,145,023.50</b>
<b>Sales Tax (WSST @ \$8.0%)</b>	<b>\$91,601.88</b>
<b>New Grand Total Contract</b>	<b>\$1,236,625.38</b>
New Contract Completion Date: <b>07/8/22</b>	
Total Change Orders YTD:	<b>\$138,818</b>

Contractor  
Date

This Change Order is an Amendment to the \_\_\_\_\_ Agreement and all contract provisions shall apply unless specifically exempted. No other agreement or modification shall apply to this contract amendment unless expressly provided herein.