



Peninsula Metropolitan Park District

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

REGULAR MEETING AGENDA

November 02, 2021, 6:00 PM

Community Recreation Center (CRC) 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order

Commissioner Roll Call:

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

ITEM 1 Approval of Agenda

ITEM 2 Citizen Comments

ITEM 3 Presentations

- 3a. Executive Director's Report
- 3b. President's Report

ITEM 4 Consent Agenda

4a. [Approval of Minutes](#)

[10/05/21 Study Session and Regular Meeting, 10/12/2021 Special Meeting, 10/19/2021 Study Session and Regular Meeting](#)

4b. Approval of Vouchers

\$95,160.32 Reference Number: 211004001-211004032 except for 211004002, 2110040016, and 211004027

4c. 2022 Budget: Schedule Second Public Hearing

Direction to staff to schedule a second public hearing to hear comments regarding the Peninsula Metropolitan Park District 2022 final budget for 6 p.m. on Tuesday, November 16 at the Community Recreation Center.

ITEM 5 Unfinished Business: None

ITEM 6 New Business

- 6a. First Public Hearing Regarding the Proposed 2022 Budget
- 6b. Public Hearing Regarding the Proposed 2021 Levy of Regular Property Tax for Collection in 2022



Peninsula Metropolitan Park District

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

- 6c. [R2021-024: Adopting the 2021 Regular Property Tax Levy for Collection in Calendar Year 2022](#)
- 6d. [R2021-025: Authorize ED to Sign Agreement for Design Services for SHP Turf Replacement](#)
- 6e. [R2021-026: Adopt Policy P10-106: Rules of Decorum for Board Meetings](#)

ITEM 7 **Comments by Board**

ITEM 8 **Next Board Meetings**

November 16, 2021, Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Community Recreation Center.

ITEM 9 **Adjournment**



STUDY SESSION MINUTES

October 05, 2021, 5:00 PM

Community Recreation Center (CRC) 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order: The meeting was called to order by President Babich at 5:01 pm

Commissioners Present:

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

Staff:

Ally Bujacich
Matthew Kerns
Louise Tieman
Stacie Snuffin
Brian Miller
Denise Tremblay
Brycen Toney

ITEM 1 Approval of Agenda

Commissioner Hill made a motion to approve the agenda, seconded by Commissioner Grimmer. The agenda was approved with a 5-0 vote.

ITEM 2 Board Discussion

2a. Program Discussion

- **Adaptive Recreation Program**

Recreation Services Manager Matthew Kerns introduced Specialized and Adaptive Recreation and shared a current SWOT analysis of the program. Next, Kerns presented four options for expanding programming along with each option's pros and cons. Options included 100% contracting out for service, contracting out for additional services, expanding internally directly, and expanding internally indirectly.

Kerns presented other considerations with the Board for the different options. Staff and Commissioners had discussions. Adaptive Recreation Technician Denise Tremblay gave feedback regarding programming and clarified the differences between Specialized and Adaptive Recreation programming.

- **Senior Program**

Kerns gave a brief overview of current and planned senior programming and the next steps for a mission-led comprehensive program plan. Staff and Commissioners had a discussion.

- **Youth Sports Program**

Kerns gave an overview of the methodology and mission of the PenMet's Youth Sports program along with in progress and current goals for the



Peninsula Metropolitan Park District

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

program. In addition, Kerns spoke about a new app that PenMet is using called Team Sideline. Kerns discussed looking into and analyzing the reduction of fees for youth sports as part of the larger comprehensive program plan study.

Commissioner Hill requested that scholarship information be included in the next recreation presentation. Staff and Commissioners had a discussion.

ITEM 3 Adjournment: President Babich adjourned the meeting at 5:56 pm

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted By: Stacie Snuffin



Peninsula Metropolitan Park District

Item 4a.

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

REGULAR MEETING MINUTES

October 05, 2021, 6:00 PM

Community Recreation Center (CRC) 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order: The meeting was called to order by President Babich at 6:04 pm

Commissioners Present:

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

Staff:

Ally Bujacich
Matthew Kerns
Louise Tieman
Stacie Snuffin

Outside Staff:

Curt Gimmestad/Absher

Attendees:

Betty Lilienthal
Carole Marvin
Jan Saarijarvi
Joan Barry
Hunter Severt
Glenn Hansen
Peggy Power
Rob Moore

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Kingsbury. The agenda was approved with a 5-0 vote.

ITEM 2 Citizen Comments

Betty Lilienthal commented on providing a place for seniors to recreate.
Hunter Severt commented on providing a place for seniors to recreate.
Glenn Hansen commented on the PenMet Park Host program.
Peggy Power commented on the PenMet Park Host program.
Rob Moore commented on the PenMet Park Host program.

ITEM 3 Presentations

3a. Swim Safe Gig Harbor

Sarah Stancikas and Heather Maher gave a presentation on the Gig Harbor Swim Safe Campaign, which included local business support, the need for a community aquatic center. They also shared a video of some



Peninsula Metropolitan Park District

Item 4a.

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

aquatic centers in Washington State. Commissioners, Stancikas and Maher, had a discussion.

3b. Executive Director's Report

Executive Director Ally Bujacich reported on the recent Scarecrow Festival and shared a short video of the event. Bujacich also reported that PenMet had met with a representative from FICRA. Bujacich recommended that PenMet put a temporary pause on the PEG program to reevaluate the policy effective October 5, 2021. The temporary pause will not affect applications that have been submitted prior to October 5, 2021.

3c. President's Report

President Babich reported on the meeting she and Bujacich attended with Jim Braden from FICRA.

ITEM 4 Consent Agenda

Commissioner Kingsbury made a motion to approve the consent agenda, seconded by Commissioner Hill. The agenda was approved with a 5-0 vote.

4a. Approval of Minutes

9/14/2021 Special Meeting, 9/16/2021 Special Meeting, 09/21/21 Study Session and Regular Meeting

4b. Approval of Vouchers

\$35,018.30 Reference Number: 210905001 - 210905013

ITEM 5 Unfinished Business: None

ITEM 6 New Business

6a. R2021-022: Authorize the Executive Director to Sign Amendment with Driftmier Architects

Project Manager Curt Gimmestad gave some background on the Architectural/Engineering agreement with Driftmier Architects for the Arletta Schoolhouse Renovation at Hale Pass Park and requested that the Board approve the first amendment to the contract to incorporate proposed scope revisions.

Commissioner Grimmer made the motion to approve Resolution R2021-022, authorizing the Executive Director to sign the First Amendment to the Architectural/Engineering Agreement, in substantially the form attached, with Driftmier Architects to provide additional design services for the Arletta Schoolhouse renovation. Seconded by Commissioner Kingsbury. President Babich, Gimmestad, and Bujacich had a discussion. The motion passed with a 5-0 vote.

ITEM 7 Capital Improvement Projects Update

7a. Community Recreation Center

Project Manager Curt Gimmestad provided an update on the Community Recreation Center project. Gimmestad stated some items are still under



Peninsula Metropolitan Park District

Item 4a.

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

review, and the plan is to provide recommendations after further evaluation. Executive Director Ally Bujacich said there would be a meeting with the CIP Committee to review those recommendations before it comes back to the full Board. Gimmestad and Commissioners had a discussion.

7b. Hale Pass

Project Manager Curt Gimmestad provided a brief update on the Hale Pass project, including permitting, lighting upgrades, audiovisual components, and flooring issues. Gimmestad recommended removing existing flooring with asbestos containing materials and replacing it with new wood flooring.

ITEM 8 Comments by Board

Commissioner Hill suggested an idea, given the large attendance at PenMet Parks events, to consider involving attendees in a resource drive to benefit areas of need in the community. Hill also suggested staff consider the feasibility of hosting a Trunk and Treat event for the community

Commissioner Kingsbury acknowledged the Seniors that came to the meeting and commented that she would like PenMet to think about how to support them and find a location that they can consistently utilize. Commissioner Hill commented on her support for this as well.

President Babich commented on the Scarecrow Festival.

Commissioner Hill reported that she wouldn't be able to attend the special study session on October 12, 2021, in person and hopefully will be able to participate via phone.

ITEM 9 Next Board Meetings

October 12, 2021, Special Study Session at 5:00 PM at the Community Recreation Center.

October 19, 2021, (Study and Regular) Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Community Recreation Center.

ITEM 10 Adjournment President Babich adjourned the meeting at 7:04 pm

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted By: Stacie Snuffin



Peninsula Metropolitan Park District

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

SPECIAL STUDY SESSION MINUTES

October 12, 2021, 5:00 PM

Community Recreation Center (CRC) 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order: The meeting was called to order by President Babich at 5:04 pm

Commissioners Present:

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

Staff:

- Ally Bujacich
- Matthew Kerns
- Louise Tieman
- Stacie Snuffin
- Ron Martinez

ITEM 1 Approval of Agenda

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

ITEM 2 Board Discussion

2a. First Draft 2022 Budget Presentation

Executive Director Ally Bujacich gave an overview of the budget process, budget principles, and the summary of funds.

Bujacich gave an overview of budget priorities, including budget prioritization considerations, goals, and the budget approach.

Bujacich reviewed the first draft of the 2022 Budget. She gave a budget overview for proposed 2022 General Fund revenue, overall operating budget and division budgets with budget goals and objectives and the variances between the 2021 and proposed 2022 budgets for each division.

Bujacich gave a budget overview for proposed 2022 budget transfers of funds for Debt Services, Dept Service Contingency, Equipment Replacement, Recreation Revolving Fund, Maintenance Endowment, Unrestricted Maintenance Reserve, and Capital Projects Funds, and the goals and objectives for those funds.

Bujacich went over the next steps for the 2022 Budget approval process.

ITEM 3 Adjournment: President Babich adjourned the meeting at 6:46 pm

APPROVED BY THE BOARD ON: _____

President

Clerk



Peninsula Metropolitan Park District

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

Submitted By: Stacie Snuffin



Peninsula Metropolitan Park District

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

STUDY SESSION MINUTES

October 19, 2021, **5:30 PM**

Community Recreation Center (CRC) 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order: The meeting was called to order by President Babich at 5:31 pm

Commissioners Present:

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

Staff:

Ally Bujacich
Matthew Kerns
Louise Tieman
Stacie Snuffin
Nicole Jones-Vogel

ITEM 1 Approval of Agenda

Commissioner Nixon made a motion to approve the agenda, seconded by Commissioner Grimmer. The agenda was approved with a 5-0 vote.

ITEM 2 Board Discussion

2a. Second Draft 2022 Budget Presentation

Executive Director Ally Bujacich gave an overview of the budget process to the Board.

Bujacich gave an overview of the proposed revisions made to the second draft, which included changes to the transfers of the Recreation Revolving Fund, which decreased, and to the Capital Projects Fund, which increased to better meet the goals and priorities of the District for 2022 and beyond.

Commissioner Hill suggested the scope of work for the Madrona Links be further defined. President Babich, Hill, and Bujacich had a discussion pertaining to Madrona Links and the CIP list. Bujacich went over the summary of the Annual Capital Budget Allocations and Projected Funding for 2022-2027 changes from the first draft to the third draft CIP and modifications to the first draft Operating Budget to the second draft.

Bujacich informed the Board of the next steps for the budget process.

ITEM 3 Adjournment: President Babich adjourned the meeting at 5:51 pm

APPROVED BY THE BOARD ON: _____

President

Clerk



Peninsula Metropolitan Park District

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

Submitted By: Stacie Snuffin



Peninsula Metropolitan Park District

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

REGULAR MEETING MINUTES

October 19, 2021, 6:00 PM

Community Recreation Center (CRC) 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order: The meeting was called to order by President Babich at 6:04 pm

Commissioners Present:

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

Staff:

Ally Bujacich
 Matthew Kerns
 Louise Tieman
 Stacie Snuffin
 Nicole Jones-Vogel

Attendees:

Ed Lewis
 Glenn Hansen
 Peggy Power

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 5-0 vote.

ITEM 2 Citizen Comments

The following citizens provided comment:

- Ed Lewis
- Glenn Hansen
- Peggy Power

ITEM 3 Presentations

3a. Executive Director's Report

Executive Director Ally Bujacich welcomed Nicole Jones-Vogel, PenMet's new Planning and Special Projects Manager, and gave a brief background on Jones-Vogel's education and work experience. Jones-Vogel introduced herself to the Board.

3b. Monthly Finance Report

Interim HR & Finance Manager Louise Tieman gave the September financial report.

3c. President's Report: None

ITEM 4 Consent Agenda



Peninsula Metropolitan Park District

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

Commissioner Grimmer made a motion to approve the consent agenda, seconded by Commissioner Kingsbury. Commissioner Hill requested a correction to the minutes of the October 19, 2021, regular meeting. Commissioner Hill made the motion to remove item 4a. from the consent agenda, seconded by Commissioner Kingsbury. The motion to remove item 4a. was passed with a 5-0 vote.

4b. Approval of Vouchers

Commissioner Nixon made a motion to approve the vouchers, seconded by Commissioner Grimmer. The agenda item 4b. was approved with a 5-0 vote.

\$140,656.36 Reference Number: 211001001 - 211001021

\$8,023.82 Reference Number: 211002001 - 211002006

\$16,909.15 Reference Number: 211003001 - 211003005

4c. 2022 Budget: Schedule Public Hearing

Commissioner Hill made a motion to approve the schedule of the public hearing for the 2022 budget, seconded by Commissioner Nixon. The agenda item 4c. was approved with a 5-0 vote.

Direction to staff to schedule a public hearing to hear comments regarding the Peninsula Metropolitan Park District 2022 budget for 6 p.m. on Tuesday, November 2, at the Community Recreation Center.

ITEM 5 Unfinished Business: None

ITEM 6 New Business

6a. R2021-023: Resolution to Authorize Interagency Data Sharing Agreement with the Office of the Washington State Auditor

Interim Finance & HR Manager Louise Tieman provided a staff recommendation to authorize the Executive Director to sign the Interagency Data Sharing Agreement to the Board.

Commissioner Nixon made the motion to approve Resolution R2021-023, authorizing the Executive Director to sign the Interagency Data Sharing Agreement Between Peninsula Metropolitan Park District and the Office of the Washington State Auditor, seconded by Commissioner Hill. The motion passed with a 5-0 vote.

ITEM 7 Capital Improvement Projects Update

7a. Community Recreation Center

Bujacich deferred the Community Recreation Center update to a future meeting.

ITEM 8 Comments by Board

Commissioner Hill shared that she got to experience Agents of Discovery with Community Recreation Coordinator Brycen Toney at Sehmel Homestead Park. Hill



Peninsula Metropolitan Park District

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

said each Commissioner will use \$1,000 of their legislative funding to sponsor Food Backpack for Kids' Holiday Traditions Meals Box program. PenMet Parks will be recognized as one of the sponsors.

Commissioner Nixon reported that he met with Toney and experienced Agents of Discovery at McCormick Forest Park. In addition, Nixon inquired about whether there was an update from the Peninsula School District (PSD) on the availability of court use. Bujacich reported that PenMet has met with PSD regarding court use and noted PenMet Parks' request for facility use is still in process.

ITEM 9 Next Board Meetings

November 2, 2021, (Study and Regular) Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Community Recreation Center.

ITEM 10 Adjournment President Babich adjourned the meeting at 6:33 pm

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted By: Stacie Snuffin



Peninsula Metropolitan Park District

5717 Wollochet Drive Gig Harbor, WA 98335
Office: 253-858-3400 Fax: 253-858-3401
E-mail: Info@PenMetParks.org

DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Louise Tieman, Interim Finance & HR Manager

Date: November 2, 2021

Subject: **Resolution R2021-024: Adopting the Regular Property Tax Levy for Collection in Calendar Year 2022**

Background/Analysis

This resolution establishes the 2021 levy of regular property tax that will be collected in 2022. The tax rate is the maximum rate allowed by law. RCW 84.55.120 requires a public hearing and a resolution in the form provided to request the highest lawful levy of regular property tax. The public hearing will be conducted on November 2, 2021. This resolution is required to be adopted and transmitted to the Pierce County Assessor-Treasurer no later than November 30, 2021 in order to certify the amount.

On September 13, 2021 the Office of the Pierce County Assessor-Treasurer provided official notification of the Preliminary Highest Lawful Levy Limit in 2021 for collection in 2022 in the amount of \$7,742,779.61. This amount represents a 5.94% increase, or \$434,016.35, over the 2020 levy. Notification / Certification of the final amount is usually provided in January of the following year. If there is a material change, staff will evaluate the impact to the 2022 budget and make a recommendation to the Board.

The District is also entitled to property tax levies in addition to the regular property tax levy. The Pierce County Assessor-Treasurer’s notification included preliminary amounts for the 2021 assessed value of new construction, improvements and wind turbines of \$79,765.65, plus a levy for refunds of \$3,312.80. Therefore, the expected collection of property tax by the District in 2022 totals \$7,825,858.07.

Estimated 2022 Regular Levy	\$7,825,858.07
Less 2021 Levy from previous year:	\$7,308,763.26
Less New Construction	\$79,765.65
Less Refunds	\$3,312.80
Total Estimated Increase	\$434,016.35
Estimated Percent Increase	5.94%

The proposed 2022 budget is based on the following preliminary amounts:

General Fund Revenue: Property Tax Levy:	\$7,825,858
General Fund Revenue: Other Sources:	<u>\$868,141</u>
General Fund Total Revenues:	\$8,703,999
General Fund Operating Expenditures:	\$3,832,912
Interfund Transfers:	<u>\$4,871,087</u>
General Fund Total Expenditures:	\$8,703,999

Policy Implications/Support

- Pursuant to RCW 35.61.210, the Board of Park Commissioners may levy or cause to be levied a general tax on all the property located in the District each year not to exceed fifty cents per thousand dollars of assessed value. In addition, the Board may levy or cause to be levied a general tax on all property located in the District each year not to exceed twenty-five cents per thousand dollars of assessed valuation. The levies are considered to be a single levy for purposes of the limitation provided for in chapter [84.55](#) RCW.
- The qualified electors of the District at the November 7, 2017 general election authorized an increase in the regular property tax levy, not to exceed \$.075 per \$1,000 of assessed value, which is in excess of the limit factor established in RCW 84.55.010, and establishing a six year limit factor subject to otherwise applicable statutory limitations.
- The Board of Park Commissioners reviewed the first draft of the 2022 budget on October 12, 2021, and the second draft of the 2022 budget on October 19, 2021.
- The budget is required by statute and must be adopted prior to the expenditure of any District funds in 2022.

Recommendation

Staff recommends the Board of Park Commissioners approve Resolution R2021-024 adopting the property tax levy to be collected in 2022. The proposed preliminary General Fund budget is \$8,703,999.32, which is consistent with direction set by the Board of Park Commissioners that the 2022 budgeted levy dollar amount be the statutory maximum rate.

Motion

I move to approve Resolution R2021-024 adopting the regular property tax levy for collection in calendar year 2022.

Should you have any questions or comments please feel free to contact me at 253.858.3400, ext. 1223, or via e-mail at ltieman@penmetparks.org.



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-024

A RESOLUTION OF PENMET PARKS ADOPTING THE 2021 REGULAR PROPERTY TAX LEVY FOR COLLECTION IN CALENDAR YEAR 2022

WHEREAS, pursuant to RCW 35.61.210(1), the Board of Park Commissioners may levy or cause to be levied a combined regular tax on all the property located in the District each year not to exceed seventy-five cents per thousand dollars of assessed value of the property in the District; and

WHEREAS, pursuant to RCW 84.55.120, a properly noticed public hearing was held on November 2, 2021 to consider all relevant evidence and testimony regarding the regular property tax to be levied in 2021 for collection in 2022 and to consider the revenue sources including the 2022 property tax levies; and

WHEREAS, the qualified electors of the District at the November 7, 2017 general election authorized an increase in the regular property tax levy, not to exceed \$0.75 per \$1,000 of assessed value, which is in excess of the limit factor established in RCW 84.55.010, and establishing a six year limit factor subject to otherwise applicable statutory limitations; and

WHEREAS, the District's actual levy amount for 2021 was \$7,308,763.26 and the levy for 2022 is \$7,825,058.07, an increase of 5.94% from the previous year exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds; and

WHEREAS, the Board finds that the levy of property taxes set forth in this resolution is in the best interests of the District; and

WHEREAS, the population of the District is more than 10,000; NOW, THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of Peninsula Metropolitan Park District as follows:

Section 1. Regular Property Tax Levy. That an increase in the regular property tax levy is hereby authorized for the 2021 levy to be collected in the 2022 tax year at the combined levy rate of \$0.75 per thousand dollars of assessed valuation. The preliminary levy amount is \$7,825,058.07. The dollar amount of the increase over the actual levy amount from the previous year is to be \$434,016.35 which is an increase of 5.94% from the previous year exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made as shown in the table below:

Estimated 2022 Regular Levy	\$7,825,858.07
Less 2021 Levy from previous year:	\$7,308,763.26
Less New Construction	\$79,765.65
Less Refunds	\$3,312.80
Total Estimated Increase	\$434,016.35
Estimated Percent Increase	5.94%

The above amounts shall be adjusted by the County Assessor-Treasurer when property values are certified.

Section 2. Notice to Pierce County. This resolution be certified to the proper Pierce County officials, as provided by law, and the taxes levied herein shall be collected in the manner provided by law.

Section 3. Corrections. Upon approval of the District’s Attorney, the Executive Director is authorized to make necessary corrections to this resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering and references.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this resolution be preempted by State or Federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this resolution or its application to other persons or circumstances.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on November 2, 2021.

President

Clerk

Attest



Peninsula Metropolitan Park District

10123 78th Ave NW, Gig Harbor, WA 98332 "Today We Touch Tomorrow"
 Office: 253-858-3400 Fax: 253-858-3401
 E-mail: Info@PenMetParks.org

DISTRICT COMMISSION MEMO

To: Peninsula Metropolitan Park District Board of Commissioners

Through: Ally Bujacich, Executive Director

From: Nicole Jones-Vogel, AICP, Planning & Special Projects Manager

Date: November 2, 2021

Subject: **Resolution R2021-025 Authorizing the Executive Director to Execute An Architectural/Engineering Agreement for the Design of the Multi-Purpose Field Turf Replacement At Sehmel Homestead Park with SiteWorkshop Landscape Architecture**

Background

PenMet Parks received a 2020 Recreation and Conservation Office (RCO) Youth Athletic Field (YAF) grant for replacing the synthetic turf field a the multipurpose field at Sehmel Homestead Park in the amount of three hundred fifty thousand dollars (\$350,000). The District is responsible for the remaining matching dollars with the total project cost estimated at nine hundred eighty-seven thousand four hundred sixty-six dollars (\$987,466). The District has identified the Sehmel turf replacement as a priority project for 2021 to address the end of the turf lifespan and to correct some drainage issues. This project was included in the 2021 budget in the amount of \$987,466.

District staff issued a Request for Qualifications (RFQ No. 2021.01) on July 14, 2021 and accepted submittals until August 12, 2021 at 4 p.m. The Selection Committee identified SiteWorkshop Landscape Architecture as the most qualified applicant and subsequently negotiated a scope of work and the Professional service fees. The scope of work is separated into three tasks including the design, engineering, and construction oversight of the turf replacement. The scope of work also includes addressing the drainage concerns identified at the field. A holistic project update will be provided at the Regular Meeting on November 2, 2021.

Recommendation

Staff recommends that the Board approve Resolution R2021-025 authorizing the Executive Director to execute an A & E Agreement with SiteWorkshop Landscape Architecture in substantially the form attached.

Policy Implications/Support

1. The 2021 Adopted Budget has funded the Sehmel Homestead Park turf replacement project at nine hundred eighty-seven thousand four hundred sixty-six dollars (\$987,466).
2. Procurement process was followed consistent with RCO and statutory requirements and according to PenMet Parks' Policy P40-102: Purchasing Policy.

Motion

I move to approve Resolution R2021-025 Authorizing the Executive Director to Execute an Architectural/Engineering Agreement for the Design of the Multi-Purpose Field Turf Replacement at Sehmel Homestead Park with SiteWorkshop Landscape Architecture, in substantially the form attached as Exhibit A.

Staff Contact

If you have any questions, comments or concerns, please contact me at your earliest convenience. You can contact me at 253-313-5086 or via e-mail at njonesvogel@penmetparks.org.

Attachments:

Exhibit A: Contract

Exhibit B: Resolution R2021-025

Peninsula Metropolitan Park District



ARCHITECTURAL/ENGINEERING AGREEMENT Multi-Use Field Turf Replacement at Sehmel Homestead Park

THIS AGREEMENT is dated this ____ day of November, 2021 (for reference purposes only), by and between the Peninsula Metropolitan Park District, hereinafter called "PenMet" and SiteWorkshop Landscape Architects, whose address is, 917 M.L.K. Jr. Way Tacoma, WA, 98405, hereinafter called the "A & E".

WITNESSETH:

WHEREAS, PenMet proposes to proceed with the design and subsequent replacement of the Multi-Use Field Turf Replacement at Sehmel Homestead Park, hereinafter referred to as the "Project" at a maximum allowable construction cost as defined in Article V, and hereinafter referred to as "M.A.C.C.", not to exceed Eight Hundred Sixty-Five Thousand Two Hundred Sixty-One and 30/100 Dollars (\$865,261.30). 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. PenMet will provide a survey of the property, and any existing site construction drawings to the A & E.
- 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 Nicole Jones-Vogel, AICP (e-mail: njones-vogel@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. Reserved.

2. Consultants:

a. The A & E has designated and PenMet's has approved the following consultants:

Landscape Architect:	Clayton Beaudoin, PLA, ASLA, SiteWorkshop Derrick Eberle, PLA, ASLA, SiteWorkshop
Civil Engineer:	Steve Robert, PE – DCG Civil Structural
GeoResources	
Sewercam	

A & E shall be responsible for contracting with the consultants and coordinating their work. PenMet will reimburse A & E for the cost of those consultants in an amount not to exceed the amounts specified on Exhibit "A", unless otherwise approved by PenMet, in writing.

- b. Upon written request, the A & E shall furnish a copy to PenMet of the A & E's contract(s) with his consultant(s).
- c. The A & E's consultants shall give written acknowledgment of receipt of the Program of Requirements as finally approved by PenMet.
- d. The A & E shall indemnify PenMet and hold it harmless from any and all claims made by such consultants pertaining to services provided under the terms of this contract.

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 12. 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 as described in the Scope of Work to monitor construction quality for a period of not less than one-half (½) hour at a minimum unless directed otherwise by PenMet.
5. The A & E shall provide to PenMet for review and approval four (4, or as requested) 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, IX, and XIII.
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. 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 June 21, 2021. 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. 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. If the A & E is requested to provide brochures or special graphic presentations, he shall be reimbursed therefor in accordance with Articles III, IX, and XIII.
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. PenMet will not require the Design Development documents to include a Life Cycle Cost Analysis on any Project with a gross area of 3,000 square feet or more. A proposal by A & E for preparation of this analysis, and probable costs, shall be in accordance with Articles III, IX, and XIII and shall be paid for as an extra service if 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. 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, IX, and XIII. 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 in electronic CAD files or by other means approved by PenMet. All contract documents, drawings, and specifications shall be the property of PenMet.
5. The A & E shall submit four (4) sets of prints of the completed working drawings, four (4) 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, IX, and XIII.
8. Permitting. After approval of the drawings and before 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 four (4) 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. Prepare, issue and publish the request for bids for the Project.
 - b. 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.
 - 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 XII, 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. 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. As defined in the Scope of Work, 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.
 - 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 ensure 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 VIII.
 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 IX; 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 XIII Section A below, but not to exceed 16% 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.

Article IV: Ownership And Use Of Documents

All designs, drawings, specifications, reports, data, and other documents delivered to PenMet hereunder shall, upon such delivery, be deemed to be instruments of service for this Project. The A & E acknowledges that the drawings, tracings, slides, specifications, electronic CAD files, electronic specification files, materials, notes or other related work items that are produced as part of the work authorized by this Agreement and for which compensation has been paid to the A & E by PenMet shall be the property of PenMet. 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, electronic files, in part or in whole, on other projects of PenMet without additional compensation. In the event Metro Parks 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.

COST DETERMINATION

Article V: 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 VI: A & E's Estimates of Cost

It is understood that the A & E does not guarantee its estimates of the construction costs. The A & E shall notify PenMet in writing at any time it 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 VII: Compensation Determination Defined

The total basic fee payable to the A & E for all phases of design and construction shall not exceed FIFTY-FIVE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS (\$55,955.00), 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 VIII: 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.
- 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 17 shall be paid as follows:
 - a. Separate bid additive or deductive alternates not taken shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 30% times 16% times the estimated construction cost.
 - b. Separate bid additive or deductive alternates taken shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 100% times 16% of actual construction cost.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced.

Article IX: 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 X: 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 XI: 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 XII: 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 XII, 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 XII, 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 XIII: 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 Architect	\$ 150/hour
Project Architect	\$ 140/hour
Senior Project Manager	\$ 125/hour
Project Manager 2	\$ 115/hour
Project Manager 1	\$ 105/hour
Senior Designer	\$ 95/hour
Designer 2	\$ 85/hour
Designer 1	\$ 80/hour
Administrative Coordinator	\$ 90/hour

- 2. Consultant Supervision and Handling Fee 10% of billing fee from consultant.
- 3. Cost of authorized reimbursable items on the basis of actual invoices.

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. 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.
- 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.lni.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.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation By: _____ Ally Bujacich, Executive Director	A & E: SITEWORKSHOP LANDSCAPE ARCHITECTS By: _____ Clayton Beaudoin, Principal-In-Charge
Date: November ____, 2021	Date: November ____, 2021
Address: P.O. Box 425 Gig Harbor, WA 98335	Address: 917 MLK Jr. Way Tacoma, WA 98405
Phone: (253) 858-3400	Phone: (206) 285-3026
Fax: (253) 858-3401	Cell: (206) 778-7872
E-Mail: abujacich@penmetparks.org	E-Mail: claytonb@siteworkshop.net
APPROVED AS TO FORM: By: _____ Attorney For the Peninsula Metropolitan Park District	

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

SCOPE OF WORK

OVERVIEW

The following proposal outlines the scope of services for Preliminary Design through Construction Documentation for the Peninsula Metropolitan Parks District (PenMet) Sehmel Homestead Park (SHP) Turf Replacement project. The field property is located at 10123 78th Ave NW, Gig Harbor, WA 98332, northwest of the city of Gig Harbor. The site is owned by PenMet. The project client is PenMet. Scope of work to be performed by Site Workshop LLC as the prime consultant with a subconsultant team that includes DCG Engineers (Civil Engineering), Georesources (tentative, Geotechnical Engineering) and Sewercam (Drain Line Camera Investigation).

The existing site is an established synthetic turf field located at the north end of SHP. The project site is bounded by sports courts and parking to the south, and wooded area to the west, east, and north. Elimination of drainage issues during high volume rain events is the critical issue driving this project.

Program, Funding & Budget

The design and construction of the project is to be funded through PenMet. Documentation is to be reviewed by PenMet at 60% and 100% Construction Documents.

The field project design is to be based on meeting an anticipated \$865,261.30 Maximum Allowable Construction Cost (MACC). This proposal assumes review and investigation of the existing drainage issues at the field, determination of the cause of drainage issues, design for renovation to the drainage system to facilitate proper drainage, and design for new synthetic turf and infill sports playing surface. Program elements are based on previous correspondence with PenMet and include the following:

- Synthetic Turf Field
 - Size: Match existing
 - Product: Evaluate current options
 - Drainage: Improve flow with alternative design
 - Striping: Match existing or provide new layout as desired
 - Lighting, fencing, etc: no change
 - Add-ons: Consider shock attenuation system under turf

Project Delivery

The project includes two significant Board-level decisions which affect project delivery and that the design team will support. This proposal refers to this step as “Design Support.” The first decision is which type of turf and who the vender will be. The second is how the product purchase and installation will be handled. As described below, the options include traditional Design/Bid/Build methodology and the use of a purchasing cooperative. Depending upon the

results of our work on Task 1 below, and desired project schedule, PenMet Parks will decide which construction delivery method is most appropriate:

Task 1: Decision Support

- Drainage Investigation
 - As-built review & analysis
 - Camera lines
 - Discussion with Parks Grounds staff
- Contracting: Design/Bid/Build vs Coop Purchasing
 - Research and summary
 - Pros/cons/risk/reward
- Turf Selection
 - Product summary, samples, pros/cons, etc.
- Board Meeting
 - Provide support materials for presentation by others.

Task 2 (Option 1): Design and Documentation - Design/Bid/Build

- Design and document public bid documents
- Task may be replaced by Task 2 Option 2 (immediately below), or hybrid of each

Task 2 (Option 2): Cooperative Purchase and Contracting

- Work with contractor through a purchasing cooperative to develop renovation strategy for turf drainage
- Design and document construction drawings
- Hybrid option may be possible (purchase materials through coop, construction/installation via low bid.)

Task 3: Construction Administration & Observation

- Oversee construction and lead weekly meetings

Proposed Project Schedule

While aggressive, the following schedule may be possible depending on speed of decision making and contracting, product lead times and the methodology selected for the design delivery (Task 2).

Task 1 – Decision Support & Concept Plan

November - December 2021

Task 2 (option 1) – Design/Bid

Design and Documentation
 Bidding & Contracting

December 2021 – February 2022
 March 2022

Task 2 (option 2) – Coop Purchase

Initial Design and Documentation

December 2021 – January 2021

Quotes and Contracting
Design & Coordination

February 2021
February 2021 – March 2022

Task 3 – Construction Support
Weekly Meetings

March – May 2022

Project Meetings & Reviews

Important to the scope of work will be coordination and review meetings with PenMet and associated stakeholders. We anticipate and have allowed for the following meetings during the design phases:

- Weekly check-ins with the PenMet project manager to update on design progress
- Zero (0) presentations to the PenMet Parks Board
- Site Workshop will take notes and provide meeting minutes
- Site Workshop will prepare materials as required for the meetings and presentations

PROJECT SCOPE

The following scope is geared toward traditional design/bid/build delivery. Should PenMet choose to deliver the project via purchasing cooperative Tasks 2 & 3 may be reconsidered.

Assumptions & Qualifications

Site Workshop and its sub-consultants will provide basic services for preliminary and final design based on the following assumptions:

- Project is to be documented and delivered as single, uninterrupted phase. Any significant delay may require additional services to restart work and account for on-going management.
- Project backgrounds will be based on field survey and as-builts provided by PenMet.
- Bid package may include bid alternates as required and coordinated with PenMet.
- Site Workshop design team to provide cost estimates at 60% and 100% construction document milestones.
- The project is assumed to be a maintenance project, as such will not require significant modifications to the drainage infrastructure and associated permits.
- Construction documents will be produced in AutoCAD .dwg format.
- Drawing and specification submittals to PenMet to be in pdf format on prescribed titleblock. Printed sets to be provided on request and billed directly to the client.

Exclusions

- Survey, arborist, electrical, mechanical, structural, architectural services.
- Critical Area reports or permitting.
- Separately formatted or dedicated review documents not listed in this scope.

- Public engagement and presentations at meetings of the Board of Directors.
- Additional meetings not listed in this scope.
- Permit fees and bid advertisements.
- Division 0 and 1 Specifications.

BASIC SERVICES

Task 1: Decision Support & Concept Plan

The purpose of Task 1 is to assist PenMet in making two critical decisions – which turf product to install and how will the project be delivered. Critical to these questions are establishing a clear understanding of the existing drainage issues as these may have a significant impact on costs and construction delivery.

Tasks of Work / Deliverables:

- Drainage investigation & analysis summary memo
- Turf product education and evaluation assistance
- Contracting option research and summary memo
- Pre-application submittal and meeting with Pierce County to define permitting process and requirements
- Concept Plan describing likely improvements, turf materials, etc.
- Estimate of probable costs
- Project management including schedule update

Task 2 (option 1) : Design / Bid / Build

The purpose of this task is to complete design and documentation for field improvements based on building the project via traditional public bid. Task includes preparation of two (2) document packages (60% and 100%) including drawings and specifications, in sufficient detail to permit, bid and construct all aspects of the proposed development. Drawings to be submitted at milestone dates for PenMet Review. Includes construction review of drainage renovation and turf replacement.

Tasks of Work/Deliverables:

- Development of design drawings and specifications
- Review comments each milestone deliverable (60%, 100%). Provide responses and revise drawings and specifications as required with each subsequent deliverable.
- Drawings. Drawings to be provided to PenMet as CAD files and/or PDF format at the direction of PenMet
 - Demolition Plan
 - Erosion Control Plans and Details
 - Subdrainage Renovation Plan
 - Material and Layout Plans for field

- Construction Details
- Permit drawings for permitting with Pierce County
- Technical Specifications in CSI format (Divisions 2 – 33)
- Coordination with PenMet on Front End (Division 0 & 1) Specifications
- Cost Estimates at 60% and 100% milestones.
- Bid Support

Task 2 (option 2) : Purchase Cooperative Delivery

The purpose of this task is to complete design and documentation for field improvements based on building the project via a purchasing cooperative. Task includes drawings necessary to negotiate purchase of the work through the chosen cooperative and further develop the required design and documentation in coordination with the selected contractor. However, at this time it is unclear exactly what documentation is required to construct via this method.

Potential Tasks of Work/Deliverables:

- Full scope is to be determined based on requirements for purchasing cooperative.

Task 3: Construction Support

To assist PenMet by leading progress meetings and recording minutes; reporting site observations during construction; reviewing and approving submittals and change order proposals; answering requests for information; preparing a final punch list and back-punch review.

Tasks of Work/Deliverables:

- Lead weekly construction meetings, including pre-construction and site walks with Contractor and Owner's Representative; record and distribute field reports.
- Construction reviews to inform the Owner of progress on the project, problems encountered and incidents of non-compliance with the Contract Documents.
- Review of submittals and pay applications, responses to Contractor questions and RFI's.
- Assist in determining substantial and final approval on the project, including a joint final inspection with the Owner and preparation of a final punch list.
- Back punch review, O&M and warranty reviews.
- Incorporate contractor as-built redlines into AutoCAD documents and reissue final Record Drawings via PDF and *.dwg (AutoCad).

FEE SUMMARY

The following summary represents a reduced fee as compared to the attached fee spreadsheet which estimates staff hours spent for the specific activities required to complete the project, including risk and time to address unforeseen circumstances or opportunity. On average these types of projects cost approximately 10% of the construction cost, in this case about \$85k. The below fee assumes very few surprises.

<u>Task</u>	<u>Basis</u>	<u>Fee</u>
Basic Services		
Task 1: Decision Support & Concept Plan	Lump Sum	
Site Workshop		\$9,400
DCG Engineering		\$3,900
Georesources		\$6,400
Sewercam		<u>\$1,000</u>
	Subtotal	\$20,700
Task 2: Design & Documentation	Lump Sum	
Site Workshop		\$16,295
DCG Engineering		<u>\$5,000</u>
	Subtotal	\$21,295
Task 3: Construction Support	Lump Sum	
Site Workshop		\$12,000
DCG Engineering		<u>\$2,000</u>
	Subtotal	\$14,000
 TOTAL BASIC SERVICES		 \$55,995
 Reimbursable Expenses (Not to Exceed)		
Reproduction/Courier/Delivery		<u>\$500</u>
	Subtotal	\$500

Note: Subconsultant fees include prime consultant markup.

HOURLY RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$150
Project Manager / Landscape Architect	\$120
Technical Support / Landscape Designer	\$95



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-025

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ARCHITECTURAL/ENGINEERING AGREEMENT FOR THE DESIGN OF THE MULTI-PURPOSE FIELD TURF REPLACEMENT AT SEHMEL HOMESTEAD PARK WITH SITEWORKSHOP LANDSCAPE ARCHITECTURE

WHEREAS, Peninsula Metropolitan Park District Board of Park Commissioners allocated funding for the Sehmel Homestead Park Multi-Use Field Turf Replacement project in the 2021 6-year Capital Improvement Plan (CIP); and

WHEREAS, PenMet Parks received a Recreation and Conservation Office (RCO) Youth Athletic Field (YAF) grant in the amount of three hundred fifty thousand dollars (\$350,000) that is subject to matching funds; and

WHEREAS, PenMet Parks has funding allocated in the 2021 adopted Budget for the Turf Replacement project in the amount of nine hundred eighty-seven four hundred sixty-six dollars (\$987,466); and

WHEREAS, District staff issued a Request for Qualifications (RFQ No. 2021.01) and after review of the submittals the Selection Committee identified SiteWorkshop Landscape Architecture as the most qualified applicant, and subsequently negotiated the attached agreement in an amount not to exceed (\$55,995) with a total project Maximum Allowable Construction Cost (MACC) of \$865,261.30; NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to execute the Architectural/Engineering Agreement for the Design of the Multi-Purpose Field Turf Replacement at Sehmel Homestead Park in an amount not to exceed (\$55,995), inclusive of applicable WSST, 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 November 2, 2021.

President

Clerk

Attest



Peninsula Metropolitan Park District

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

DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

From: Ally Bujacich, Executive Director

Date: November 2, 2021

Subject: **Resolution R2021-026 Adopting Policy P10-106: Rules of Decorum for Board Meetings**

Background/Analysis

The PenMet Parks Board of Park Commissioners meets on a regular basis to conduct the business of the District. The meetings are expected to be conducted in an orderly manner, to provide the public a full opportunity to be heard and to retain the deliberative process of the Board at all times. Proposed Policy P10-106: Rules of Decorum for Board Meetings describes the rules of decorum necessary to meet that objective.

The Board will review Policy P10-106: Rules of Decorum for Board Meetings during the November 2, 2021 Board study session. This policy has been reviewed by legal counsel.

Recommendation

Staff requests that the Board approve Resolution R2021-0026 adopting Policy P10-106: Rules of Decorum for Board Meetings.

Policy Implications/Support

1. Policy P0-101: Board Policy provides rules of procedure for Board meetings.

Motions

I move to approve Resolution 2021-026 adopting Policy P10-106: Rules of Decorum for Board Meetings.

If you have any questions or comments, please contact me at the earliest opportunity at (253) 858-3408 or via e-mail at abujacich@penmetparks.org.



Peninsula Metropolitan Park District

Rules of Decorum for Board Meetings

Policy Number:	Resolution Number:	Date Approved:	Supersedes the following Resolutions and Policies:
P10-106	R2021-026	November 2, 2021	

Policy: **Rules of Decorum for Board Meetings**
(Approved by the PenMet Parks Board of Park Commissioners)

RULES OF DECORUM FOR BOARD MEETINGS

A. Decorum. Meetings of the Peninsula Metropolitan Park District Park Board shall be conducted in an orderly manner, ensuring the full opportunity for Board members, staff and the public to be heard and retaining the deliberative process of the Board at all times. The presiding officer of the Board, who is the President, the Clerk or, in their absence, other member so designated by the Board, shall be responsible for maintaining the order and decorum of meetings.

B. Rules of Decorum. While any meeting of the Board is in session, the following rules of order and decorum shall be observed:

1. Board Members. The members of the Board shall preserve order and decorum, and a member shall not by conversation or other means delay or interrupt the Board proceedings or disturb any other member while speaking.

2. Staff Members. Employees of PenMet Parks shall observe the same rules of order and decorum as those which apply to the members of the Board.

3. Persons Addressing the Board. Public oral communications at the Board meetings is to allow citizens the opportunity to formally communicate with the Board as a whole. Each person who addresses the Board shall do so in an orderly manner and shall not make personal, impertinent, slanderous or profane remarks to any member of the Board, PenMet Parks' staff or the general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of any Board meeting shall, at the discretion of the presiding officer or a majority of the Board, be barred from further audience before the Board during that meeting.

4. Members of the Audience. No person in the audience at a Board meeting shall engage in disorderly or boisterous conduct, including but not limited to the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Board meeting. Any person who conducts himself or herself in the aforementioned manner shall, at the discretion of the presiding officer or a majority of the Board, be barred from further audience before the Board during that meeting.

C. Addressing the Board. A person wishing to address the Board shall be subject to the following procedures:

1. Each person shall step to the podium provided for the use of the public and shall state his or her name and address; the organization, if any, which he or she represents; and, the subject he or she wishes to discuss.

2. During the public comments portion, any subject which is not deemed relevant by the Board shall be concluded.
3. Each person shall limit his or her remarks to three minutes, unless further time is granted by the Board.
4. All remarks shall be addressed to the Board as a whole and not to any single member thereof.
5. No question may be asked of a member of the Board or of the PenMet Parks' staff without permission of the presiding officer.

D. Enforcement of Decorum. The rules of decorum set forth above shall be enforced in the following manner:

1. Warning. The presiding officer shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer shall order him or her to leave the Board meeting. If such person does not remove himself or herself, the presiding officer may order any law enforcement officer who is present at the meeting to remove that person from the Board meeting room.
2. Removal. The law enforcement officer shall take such steps as necessary for the purpose of maintaining order and decorum at the Board meeting up to and including removal of any person who is disturbing the proceedings of the Board from the Board meeting room.
3. Adjournment. In the event that any Board meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the Board by a majority vote may order the meeting room cleared and continue in session or may vote to adjourn the meeting and vote on the new location where it will reconvene. The order of adjournment shall be posted at the doorway of the location of the disrupted meeting, citing the new time and location for the meeting. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. In such a session, final disposition may be taken only on matters appearing on the agenda.



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-026

A RESOLUTION OF PENMET PARKS ADOPTING POLICY P10-106: RULES OF DECORUM FOR BOARD MEETINGS

WHEREAS, the Board of Park Commissioners of the Peninsula Metropolitan Park District (PenMet Parks) desires to conduct its Board meetings and the business of the District in an orderly and efficient manner; and

WHEREAS, the District desires to adopt a policy that outlines the rules of decorum for Board meetings to preserve order and decorum and discourage conduct that disrupts, disturbs or otherwise impedes the orderly conduct of Board meetings.

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners that PenMet Parks adopts Policy P10-106: Rules of Decorum For Board Meetings.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on November 2, 2021.

President

Clerk

Attest