



Peninsula Metropolitan Park District

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

STUDY SESSION AGENDA: Monday, May 6, 2019, 5:00pm

Sehmel Homestead Park Volunteer Vern Pavilion (10123 78th Ave NW, Gig Harbor, WA 98332)

Call to Order ___:___

Commissioner Roll Call:

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

ITEM 1 Approval of Agenda

ITEM 2 Presentations

2.a Staff Report: Executive Director Search (pages 4-23)

ITEM 3 Board Discussion

3.a Executive Director Search: timeline, criteria, process

ITEM 4 Adjournment ___:___

AGENDA POLICY

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



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REGULAR MEETING AGENDA: Monday, May 6, 2019, 6:15pm

Sehmel Homestead Park Volunteer Vern Pavilion (10123 78th Ave NW, Gig Harbor, WA 98332)

Call to Order ___:___

Commissioner Roll Call:

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

ITEM 1 Approval of Agenda

ITEM 2 Citizen Comments (three minute time limit)

ITEM 3 Presentations

3.a Executive Director Report (pages 24-25)

New Staff Introduction: Terrence Jamison

3.b Harbor Wild Watch

3.c President's Report

ITEM 4 Consent Agenda

4.a Approval of Meeting Minutes

4-22-19 Study Session (pages 26-33), 4-22-19 Regular (pages 34-35)

4.b Approval of Vouchers

▪ \$58,041.74 ♦ Reference numbers: V2019161- V2019187 (pages 36-37)

4.c Approval of Consent Agenda

ITEM 5 New Business

6.a Architecture & Engineering services for the Community

Recreation Center project with Snodgrass Freeman & Associates
(pages 38-59)

ITEM 6 Comments by Board/Subcommittee Reports

6.a Community Center

6.b Marketing

6.c Fundraising

ITEM 7 Next Board Meetings: Mon. May 20, 2019 (Study) and Mon. May 20, 2019 (Regular)

ITEM 8 Executive Session: none

ITEM 9 Adjournment ___:___

May 2019				
Mon 5/6	5/1	5:00p	Study Session	Discussion: Executive Search criteria, timeline and process
Mon 5/6	5/1	6:15p	Regular Meeting	<p>Presentation: New Employee Introduction Presentation: Harbor WildWatch Contract: Architecture and Engineer services for the Community Recreation Center project with Snodgrass Freeman and Associates</p> <p><u>Consent:</u> Minutes: 4/22 study session, 4/22 regular Vouchers: 161-187 (\$58,041.74)</p> <p>Executive Session: none</p>
Mon 5/20	5/15	5:00p	Study Session	Discussion: TBD
Mon 5/20	5/15	6:15p	Regular Meeting	<p>Presentation: none Discussion: Organizational Assessment report (tentative) Discussion: Planning Advisory Committee update CRC Discussion: Senior Program</p> <p><u>Consent:</u> Minutes: 5/6 Vouchers:</p> <p>Executive Session: none</p>
June 2019				
Mon 6/3	5/29	5:00p	Study Session	Discussion: Community Recreation Center Open House
Mon 6/3	5/29	6:15p	Regular Meeting	<p>Presentation: none Discussion: Community Center Update and further discussion (</p> <p><u>Consent:</u> Minutes: 5/20 Vouchers:</p> <p>Executive Session: none</p>
Mon 6/17	6/12	5:00p	Study Session	Discussion: Community Recreation Center Open House
Mon 6/17	6/12	6:15p	Regular Meeting	<p>Presentation: none Discussion: <u>Consent:</u> Minutes: 6/3 Vouchers: Executive Session: none</p>
July 2019				



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DISTRICT COMMISSION MEMO

To: Peninsula Metropolitan Park District Board of Commissioners
From: Glenn Akramoff, Interim Executive Director
Date: May 6, 2019
Subject: Executive Director Search Process

Background/Analysis

In March of 2019 the previous Executive Director left the district after nine months of employment. An Interim Executive Director was hired. One of the key tasks for the Interim Executive Director is to facilitate the hiring process for PenMet Parks next Executive Director. In this study session the Interim Director will introduce a tentative schedule for Commission consideration and facilitate a discussion with the Commission on the Executive Search process. The previous search was completed by Prothman Company. Since the previous Executive Director was in the position for less than a year, the search process will be repeated at no charge except for advertising and expenses. The Interim Executive Director and Prothman Company Project Manager, John Hodgson will partner on facilitating the process with the Commission.

The key areas to be included in the discussion are:

- Create a few goals for the process.
- What is the Commission looking for in the next Executive Director?
- What process elements should be considered?
- Verify the process schedule.

The information for this study session will be utilized to create an updated position profile, position salary verification draft commission questions and criteria for the process.

Timeline and Funding

Attached is the tentative schedule, Prothman Company Contract and position profile. The costs would be for expenses and advertising the position only. The current schedule could require a contract amendment for the Interim Executive Director based on contract negotiation time frame and start date of the new Executive Director.

Recommendation

1. Utilize Prothman Company to facilitate the process based on the previous contract conditions
2. Adopt the process timeline pending individual Commissioners schedule verification.
3. Consider updating the salary range to be competitive in the market. This would be based on a salary assessment completed by Prothman Company and reviewed by the Interim Executive Director and presented to the Commission for consideration.



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Policy Implications/Support

1. Verifying the hiring process schedule
2. Determine the hiring process elements
3. Update the Executive Director salary and benefit package
4. Interim Executive Director contract amendment

Staff Contact

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

PenMet Parks
Executive Director - DRAFT Schedule

Date	Topic
August 4, 2019	Post Profile and Start Advertising
August 18, 2019	Send Direct Mail
September 2, 2019	Labor Day Holiday
September 15, 2019	Application Closing Date
Weeks of September 16 & 23, 2019	Prothman screens applications & interviews top 8 - 15 candidates
Week of September 30 - Oct. 4, 2019	Work Session to review semi-finalists and pick finalist, and design final interviews
Week of October 14 or 21, 2019	Final Interview Process, may include an evening reception and next day interviews



PenMet Parks
Gig Harbor, Washington

EXECUTIVE DIRECTOR

\$101,000 - \$128,913

Plus Excellent Benefits

Apply by

April 22, 2018

(first review, open until filled)

PROTHMAN



WHY APPLY?



The Peninsula Metropolitan Park District (PenMet Parks) is located in western Washington on a quiet and beautiful peninsula surrounded on three sides by the waters of the Puget Sound, in unincorporated Gig Harbor.

PenMet Parks is responsible for the planning, acquisition, construction and maintenance of park, open space and recreation facilities and the provision of recreation programs and events in the unincorporated areas outside of Gig Harbor city limits. The community prides itself on its remarkable atmosphere, natural beauty, exceptional schools, many parks, and beach areas. If you are looking for a position that will provide you a stimulating challenge along with great satisfaction, this is the job and community for you!



The nearby city of Gig Harbor was named one of Smithsonian Magazines Top Five Small Towns for culture, heritage and charm. As a popular tourist destination, the area is home to wonderfully appointed inns and hotels with many options in between. The City offers quaint shopping opportunities, a brand new Welcome Plaza at Skansie Brothers Park with a viewing platform, kayak, paddleboard and boat rentals, and year-round harbor boat tours. The Gig Harbor Peninsula community enjoys Summer Sounds at Skansie Park, Movies in the Park, the Wet Coast Brewing Company, 7 Seas Brewing, Heritage Distilling Co. and the famous Tides Tavern, which offers the greatest house-made food and finest beverages around.



THE COMMUNITY

The Peninsula Metropolitan Park District serves unincorporated areas of the Gig Harbor Peninsula, outside the City of Gig Harbor, Washington. The District encompasses approximately 52 square miles of rural and suburban lands, including the unincorporated communities of Purdy, Rosedale, Swede Hill and Canterwood, as well as Fox and Raft Islands. The PenMet Parks District is home to roughly 40,000 residents. The District is located in northwest Pierce County on the southern tip of the Kitsap Peninsula, approximately 40 miles southwest of Seattle and 12 miles northwest of Tacoma. The area is made up of lakes, valleys and forested areas that provide an amazing array of unique neighborhoods. The District is home to many older adults and families with children, who enjoy the recreational opportunities provided by the District's 600 acres of parkland.

Nearby recreational attractions and activities include golfing at Gold Mountain Golf Course, Madrona Links Golf Course, and Chambers Bay - the first course in the Northwest to welcome the U.S. Open Championship, sightseeing and hiking at the 369 square-mile Mount Rainier National Park, wildlife encounters, world-class fishing, and whale watching in the Puget Sound, and skiing and snowshoeing at both Crystal Mountain Resort, and the Snoqualmie Pass Ski area, each under 2 hours away.

THE DISTRICT

Incorporated in May 2004 and governed by a five-member Board of Commissioners who each serve 6-year terms, PenMet Parks provides management within 325.6 acres of parks, 143.23 acres of natural areas, 112.8 acres of special use facilities and 14.7 miles of trails that offer varied, safe and attractive places for public recreation. PenMet proactively partners with other recreational providers to create a broader range of activities and programming for the Gig Harbor Peninsula community.



The benefits of these services are specially designed to meet the physical, mental, cultural and social needs of the residents and visitors to the Peninsula while enhancing the quality of life to its residents.

PenMet Parks has seen an 844% increase in participation in recreation programs within the last 5 years, from 833 participants in 2012 to 7,037 participants in 2017 as a result of responding to demand and recognizing a strong need for more programming within the community. Programs provided by PenMet Parks include multiple youth sport leagues, adult soccer, basketball, and softball leagues, and STEAM camps and classes that teach coding, Lego, robotics, art, theater, music, and cooking. Outdoor camps and classes, Sport camps and classes, Adult Art, and Dragon Boat racing are also offered by the District. PenMet Parks hosts many special community events each year, including a Father Daughter Dance, Mother Son Dance, Spring Easter Egg Hunt, Food Truck Feast, Scarecrow Festival and Competition, and Breakfast with Santa. Each special event is highly anticipated and draws an impressive and increasing crowd every year.

The District is principally funded through property taxes with other revenues collected from sales tax, intergovernmental revenues, charges for services and interest income. PenMet has a 2018 operating budget of \$3.7 million, and a capital budget of \$2.9 million. Presently, the District has the equivalent of 9.74 employees.



PROTHMAN



THE POSITION

Under the direction of the Board of Commissioners, the Executive Director acts as the chief executive officer of the Park District, having overall responsibility for managing the District and directly assisting the Board in the planning, organization, and administration of all government functions.

The Director assists the Board in conducting the District's business in all matters, assumes other responsibilities as the Board directs, ensures that the District's mission and goals are incorporated into operational activities and services, and keeps the Board informed of District programs, activities and events affecting District services.

Other responsibilities include:

- Assures the development of short and long-term plans to meet the goals and objectives of the District; presents issues and recommendations on major issues requiring policy direction to appropriate advisory bodies and to the Board; implements the policies established by the Board.
- Assures efficient and responsible District operations by providing managerial leadership and direction; designs and maintains organizational structure; directs the establishment and maintenance of district records; establishes major operational objectives, monitors progress and takes necessary corrective action; assigns project and program responsibilities to District staff.
- Has responsibility for the overall supervision, direction, evaluation, training and recruitment of District personnel; conducts supervisory responsibilities in accordance with District policies and applicable laws, including personnel records, payroll, employee benefits and time and attendance records; establishes and maintains a working environment conducive to positive morale, individual style, quality, creativity, and teamwork.

- Oversees preparation of the agenda for Board meetings consulting with the President and Board members to identify appropriate issues to include on the agenda; reviews and approves staff reports and recommendations.
- Oversees preparation of the District's annual operating budget; establishes administrative objectives for the budget and identifies budgetary constraints; evaluates budget proposals submitted by District staff; develops final budget recommendations for consideration by the Board; makes oral presentations at budget hearings regarding specific budget proposals.
- Monitors the District's financial condition by regularly evaluating revenue/expenditure trends; recommends to the Board changes in service levels or in user fees to maintain a sound financial condition; plans and prepares data for grants and funded programs; establishes and maintains inter-governmental coordination related to available funding.
- Provides for citizen awareness of District goals and operations by maintaining close contact with citizens, responding to their questions and making public presentations.
- Assures District participation in intergovernmental, community and professional groups and takes an active role in representing the District; serves as a board member on intergovernmental agencies, committees and commissions; reports to and advises the Board as appropriate, on immediate and emerging municipal problems.



PROTHMAN

OPPORTUNITIES & CHALLENGES

Community Partnerships: It is critical that PenMet Parks continues to maintain and grow new partnerships with other governmental, nonprofit and business organizations.

Community Visibility: PenMet Parks and the new Executive Director must continue to have a very visible presence in the community to continue to promote the PenMet Brand, programs and facilities to the community.

Park/Facility Acquisition and Development: As PenMet Parks continues to grow, it is imperative to have the talent and skill base of staff to lead this process of growth effectively, as well as the fiscal confidence for construction and ongoing maintenance of new facilities and parks.

The Future of PenMet: The Board of PenMet wants to set a clear vision for the future of the agency, separate from the Parks, Recreation, Open Space (PROS/Comprehensive) Plan. This will be a process that includes the Board, staff and the community in determining the future vision and path forward for the park district.

IDEAL CANDIDATE

Education and Experience:

The position requires a bachelor's degree from an accredited college or university in parks and recreation management, public or business administration, or a closely related field. A master's degree in public administration or a related field is desirable.

Necessary Knowledge, Skills and Abilities:

- Thorough knowledge of municipal organization and functions, and related federal, state and local laws, rules, regulations and special programs.
- Good knowledge of personnel and civil service regulations, policies and procedures.
- Experience formulating and implementing sound clerical and fiscal policy and procedures and preparing and monitoring a balanced budget.
- Ability to build and retain effective working relationships with district employees, the Board, other public officials, and the community at large.
- Experience guiding a board through critical decision making and leading staff in carrying out the goals and policies of the board.
- Ability to plan and prepare grants and monitor resultant programs and activity.

- Ability to be very visible and engaged in the community, strengthening the solid partnerships that are critical to the success of service delivery for the park district.
- Experience working with staff and outside experts to create and present clear reports with options and recommendations for the board to consider in making policy, program and project decisions.
- Demonstrated experience and success in leading the board, staff and community through a process that can create a vision and path forward for the future growth of the park district.
- Knowledge of, or the ability to quickly get up to speed on the governance of a special taxing district, understanding laws, codes and rules associated with a government entity.
- Experience with long range strategic planning and visioning, including the ability to lead a strategic planning process or engage the right consulting expert to lead the board, staff and community through a visioning process.
- Knowledge of all areas of parks and recreation service delivery, including recreation services, park planning and development, acquisition and park maintenance, and the process of park and facility development from initial inception to completion. An understanding of all the critical elements involved with development is essential.
- Strong fiscal knowledge including an understanding of facility and park maintenance and equipment replacement.
- A proven track record of identifying and successfully securing financing for recreation programs, acquisition and park development.
- Ability to be a compassionate, yet fearless leader who is willing to identify and address early challenges or problems that arise, step in and assist, and understand the limited staffing of the agency.

- The ideal candidate is a collaborator and consensus builder with the board and community, and a team player and team builder who has a strong work ethic, is trustworthy and has community credibility.
- Strong writing and oral communication skills, including the ability to be a thoughtful listener, delegate confidently, and grow and develop staff skills.

Candidates may possess any combination of relevant education and experience that demonstrates their ability to perform the essential duties and responsibilities of the job. The ideal candidate will be committed to excellent customer service.



COMPENSATION & BENEFITS

- \$101,000 - \$128,913 DOQ
- 90% paid medical and dental insurance
- Disability & life insurance
- Washington PERS retirement
- Deferred compensation plan (457 plan)
- 10 paid holidays
- 2 floating holidays
- Vacation leave
- Sick leave

Please visit:
www.penmetparks.org

PenMet Parks is an equal opportunity employer and values diversity at all levels of its workforce. All qualified candidates are strongly encouraged to apply by **April 22, 2018** (first review, open until filled). Applications, responses to the supplemental questions, resumes and cover letters will only be accepted electronically. To apply online, go to www.prothman.com and click on "submit your application" and follow the directions provided. Resumes, cover letters and responses to supplemental questions can be uploaded once you have logged in.



www.prothman.com
 371 NE Gilman Blvd., Suite 310
 Issaquah, WA 98027
 206.368.0050

Salary Comps

Annual			
	Population	Salary	
		low	high
Burien	50680	128,052	155,652
Lakewood	59280	109,236	138,564
Olympia	52160	138,732	138,732
Bremerton	40630	108,972	132,780
Des Moines	30860	114,612	139,320
Lacey	48700	127,668	127,668
Puyallup	40500	103,188	132,084
SeaTac	28500	119,340	152,772
Tumwater	23210	102,888	152,772
Enumclaw	11450	70,356	111,900
Fife	10100	103,560	139,212
Gig Harbor	9560		
Shelton	10120		
Bainbridge MPD	23950		
Si View	25410	114,096	145,824
Metro Tacoma			
PMP	39754	102,864	102,864

Peninsula Metropolitan Park District



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of January, 2018 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and Prothman Company, whose address is 371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027, hereinafter referred to as the "Consultant".

WITNESSETH:

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

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

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

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

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

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

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

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

E. Debarment Certification. The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

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

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

3. Compensation and Method of Payment.

A. In consideration of the services to be provided by the Consultant, the District will pay not more than SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500.00) PLUS EXPENSES NOT TO EXCEED EIGHT THOUSAND (\$8,000.00). In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation.

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

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

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

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

"FUNDED IN PART BY THE PENINSULA METROPOLITAN PARK DISTRICT"

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

6. Ownership of Deliverables.

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

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

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

D. Consultant will remain the owner of the "Position Profile" format. However, the District may reuse the photographs, graphics and text in the Position Profile at its discretion.

7. Termination.

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

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

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

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

B. The Consultant may terminate this Agreement if the Consultant provides written notice to the District of its material breach of the terms of this Agreement and, after seven (7) business days prior written notice, the District fails to cure such breach. The Consultant's

notice shall specify the nature of the breach and the steps necessary to cure the breach. If the breach cannot reasonably be cured within the 7 business day period, so long as the District is taking reasonable steps to cure the breach, it shall have additional time to do so and the Agreement shall not terminate. Upon termination, the Consultant shall be entitled to full compensation for services rendered up to the termination date in accordance with the payment schedule and for reasonable costs and expenses associated with closing out the project.

8. Indemnification.

A. The Consultant shall indemnify and hold harmless the District, its officials, officers, agents, employees, volunteers, and representatives, from, , any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs caused or alleged to be caused by the negligent and / or wrongful acts, errors, and/or omissions by the Consultant, its employees, agents, representatives or volunteers relative to or in connection with the Consultant's services covered hereunder, except for injuries and damages caused by the sole negligence of the District. In the event of recovery due to the aforementioned circumstances, the Consultant shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

B. 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 bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under 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.

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

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

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

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

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

H. Subcontractors. Consultant shall have sole responsibility for determining the insurance coverage and limits required to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

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

J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business days' notice to Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to District on demand.

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

A. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: Recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.

B. The Consultant shall in all solicitation from employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The words: "Equal Opportunity Employer" shall appear in all advertisements.

C. The Consultant shall include the intent of the foregoing provisions of the foregoing paragraphs (a) and (b) in every subcontract or purchase order for the goods or services which are subject matter of this Agreement.

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

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

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

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

14. 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 arbitration in accordance with the arbitration laws of the State of Washington. The prevailing party in any arbitration arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any arbitration.

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

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

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

PENINSULA METROPOLITAN PARK
DISTRICT, a municipal corporation

CONSULTANT, Prothman Company

Terry Lee, Executive Director

(Signature)

APPROVED AS TO FORM

Sonja Prothman
(Name, Printed)

Vice President
(Title)

Attorney For the Peninsula Metropolitan
Park District

371 NE Gilman Blvd., Suite 310
(Address)

Issaquah, WA 98027
(City, State, Zip)

(Phone):206-368-0050

SSN:
(If self-employed)

Fed Tax No.: 91-217-0148

L & I Acct. No.: 021,77-00

UBI No.: 602162424-1

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

EXHIBIT A Scope of Services

Recruitment Process

Project Review

The first step will be to review the following topics:

- ◆ Review the scope of work and project schedule
- ◆ Identify the geographic scope of the search (local, regional or national)
- ◆ Review the compensation package and decide if a salary survey is needed
- ◆ Identify key stakeholders

Information Gathering and Research

We will spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of PenMet Parks, as well as the preferred qualifications you desire in your next Executive Director. **We will travel to Gig Harbor and:**

- ◆ Meet with the Board Members
- ◆ Meet with the retiring Executive Director
- ◆ Meet with Staff as directed
- ◆ Meet with other stakeholders as directed
- ◆ Review all documents related to the position

POSITION PROFILE DEVELOPMENT

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience and education required
 - Ideal personality traits and work habits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
 - Overview of the region
 - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

RECRUITMENT AND ADVERTISING STRATEGY

We recognize that often the best candidates are not actively looking for a new position-- *this is the person we want to reach and recruit.* We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Direct Mail Recruitment Brochures** sent directly to hundreds of highly qualified parks professionals who are not actively searching for a new position.
- ◆ **Candidate Outreach** via direct contact calls and emails.
- ◆ **Posting the Position Profile on the Prothman Website**, which receives thousands of hits per month.

Candidate Screening

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 4 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.
- 3) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 4) **Candidate Presentation:** We will prepare and send to you a detailed summary report and binders which include each candidate's application materials and the results of the personal interviews and publication search. **We will travel to Gig Harbor** and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 4 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

Final Interview Process

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ♦ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels (which can include community stakeholders), a public evening reception or one-on-one interviews with the decision makers.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
 - **Identifying Interview Panel Participants & Panel Facilitators**
We will work with you to identify the participants of different interview panels to ensure that all stakeholders identified have been represented.
- ♦ **Public Reception**
We recommend that you have a public reception the evening before the interviews so that the Board Members, staff and community members have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.
- ♦ **Background Checks**
Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:
 - **References**

We conduct 5-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.

- **Education Verification, Criminal History, Driving Record and Sex Offender Check**

We contract with Sterling for all background checks.

- ◆ **Candidate Travel Coordination**

After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.

- ◆ **Final Interview Binders**

The Final Interview Binders include the candidate's application materials and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.

- ◆ **Final Interviews with Candidates**

We will travel to Gig Harbor and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.

- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.

- ◆ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.

- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

Warranty

Repeat the Recruitment: If you follow our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

Fee, Expenses & Guarantee

Professional Fee

The fee for conducting an Executive Director recruitment with a 1-year guarantee is \$16,500. The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We work diligently to keep expenses at a minimum and keep records of all expenditures. PenMet Parks will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include but are not limited to:

- Newspaper, trade journal, websites and other advertising (approx. \$1,200 - 1,800)
 - Direct mail announcements (approx. \$1,400 - 1,800)
 - Interview binders & printing of materials (approx. \$200 - 400)
 - Delivery expenses for interview binders (approx. \$50 - 175)
 - Consultant travel: No Charge
 - Background checks performed by Sterling (approx. \$175 per candidate)
 - Any client-required licenses, fees or taxes
-
- Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

A 3% charge will be added to all expenses which reflects City of Issaquah and State B&O tax obligations that we pay for every dollar we invoice, including expenses. Professional fees are billed in three equal installments throughout the recruitment. Expenses are billed monthly.

Guarantee

Our record of success in placing highly qualified candidates provides that Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within 1 year from the employment date, we will conduct a replacement search with no additional professional fee, the only cost to you would be for the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
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DEPARTMENT STAFF REPORT: Apr 18-30, 2019

EXECUTIVE

- Finalized Phase I Architecture and Engineering contract with Snodgrass Freeman
- Presented Community Recreation Center Information at Harbor Place (with Chuck Cuzzetto)
- Coordinate with Prothman Company on Executive Director hiring process in presentation for the 5/6 meeting.
- Met with Pacific Office Automation on technology program issues (with Eric Gunther)
- Attended the Women's Wellness Expo Executive Team meeting
- Jess Smiley attended the quarterly gathering of Pierce County Clerks & Finance Officers Association 4/24

Marketing

- Presented Community Recreation Center Information at Harbor Place to the Aqua Vista Neighborhood
- Chuck Cuzzetto gave interview for PenMet Summer Camps on front page (4 months in running). Featured in 5/1/19 publication. Link: <https://www.thenewtribune.com/news/local/community/gateway/article229858794.html>
- Chuck Cuzzetto and Glenn Akramoff gave interview to Gig Harbor Living Local on Community Recreation Center featured in May edition. Link: <https://www.yumpu.com/en/document/read/62640087/may-2019-gig-harbor-living-local>
- Website Developers will be filming around the parks for the next two weeks, signage will be posted in area of filming
- Chuck Cuzzetto joined Missy Hill and other commissioners for a "Coffee Panel" to discuss Senior programming and facilities.
- Chuck Cuzzetto procured donation of storage bins (from Costco) for Senior Club computers as they transition to another location. Computers will be stored by PenMet Parks.
- Summer Parks and Recreation Guide in development, on track to be in homes on May 17th

SPECIAL PROJECTS

- The Washington State Budget that was passed included \$12M of funding in the YAF Fund for the SHP Turf Lights. We are funded.
- Progressing on memorial bench for Al Weaver who passed January 26, 2019 at age 80 following complications resulting from a fall while playing pickleball.
- Discussion of Memorials and Donations Policy to continue.
- Discussing coordination of sawyer recertification with Gig Harbor Fire, Josh Bissenas. Crew will cut issue trees and clear brush as part of training.
- Conducted final walkthrough of Hales Pass with Arletta
- Staff participated in successful team-building activity and Paddlers Cup races, appreciation for the competitive spirit!

PEG Grants in progress

- Eagle Scout projects for Bat houses at Hales Pass (meeting)
- Rotary Bark Park trail map and signs (meeting)
- Narrows fencing (deferred to next project)
- Three scouts currently discussing projects

Volunteers

- 18th Annual Parks Appreciation Day (April 27, 2019) saw 121 volunteers share 269 hours of appreciation. Working with additional groups at Narrows in the coming weeks

RECREATION FACILITY

- May 8th PAC prep. 6:30pm
- Comparative analysis of Metal versus Air Dome

MAINTENANCE & FACILITIES

- preparation for and execution of Parks Appreciation Day
- constructed ramp for accessibility at Rotary Bark Park
- diagnostic work on inoperable truck, headed to surplus
- new launchers designed and constructed for adult egg hunt
- preparation for and execution of Easter Egg Hunt 4/20 and Adult Egg Hunt 4/27

RECREATION

- Terrence Jamison started on 4/22 as the Recreation Specialist- Sports.
- Recreation team did a great job with the Annual Egg Hunt on 4/20 with awesome support from the Maintenance Department, Admin Staff and Commissioners.
- The Rec Department held our 1st ever Adult Egg Hunt which was a huge success with 220 people taking part in egg relay races, egg toss and bonnet parade to name a few of the activities.
- Kelly held interviews for Recreation Leaders for the Summer.
- Rec staff will also be bringing on an Intern this Summer who will help out in a variety of ways.
- Michael met with Kristen Borquist who is the Athletic Director at Lighthouse Christian Schools about including those kids in our Sports Programs starting with Flag Football this Fall.
- Little Sluggers started on 4/27 with beautiful weather and 120 Pre-School/Kindergarten boys and girls participating.
- Kelly held a 3 day Spring Break Camp which had 16 kids in it from 4/16-4/18.
- Chuck Cuzzetto introduced Michael Schick to Larry H. at Chapel Hill to take on 300 youth for PenMets Basketball program as Chapel Hill puts a "Pause" on their Upward Sports Program



Peninsula Metropolitan Park District

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STUDY SESSION MINUTES

Monday, April 22, 2019, 5:00pm

Sehmel Homestead Park Volunteer Vern Pavilion (10123 78th Ave NW, Gig Harbor, WA 98332)

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

Commissioners Present:

Maryellen (Missy) Hill
Amanda Babich
Steve Nixon
Kurt Grimmer
Todd Iverson (arrived 6:05pm)

Staff:

Glenn Akramoff
Eric Guenther
Ed Lewis
Elaine Sorensen
Michael Schick
Kelly Darling
Ron Martinez
Chuck Cuzzetto
Terrence Jamison
Jessica Smiley

Citizens:

Julie Tappero
Scott Gray
Tom Settles
Deb Settles
Teresa Fusano
Marc Aunt

Consultants:

David Freeman
Carl Halsan
Brett Allen
Don Campbell

ITEM 1 Approval of Agenda: Commissioner Grimmer made a motion to approve the agenda, Commissioner Nixon seconded, the motion was approved with a 4-0 vote.

ITEM 2.a Staff Report: Community Recreation Center

Glenn Akramoff, Ed Lewis, and the project team from Snodgrass Freeman Architects presented an update on the Community Recreation Center project on all aspects of the project to the Board including timeline, site design, field layout, parking, construction, and budget/financing.

ITEM 3.a Board Discussion: Community Recreation Center

Board members engaged in a discussion about the recreation center project and asked questions about all aspects of the project. Glenn Akramoff outlined the timeline for when decisions for the project need to be made for the due diligence timeline on the property purchase.

ITEM 4 Adjournment

Commissioner Hill adjourned the meeting at 6:16pm.

APPROVED BY THE BOARD ON: _____

President

Submitted by: *Jessica Smiley* ☺

Clerk



Community Recreation Center

WWW.PENMETPARKS.ORG



PenMet Parks
Gig Harbor, Washington

History

- Interest in this property (2006, 2009, 2015, 2019)
- Comprehensive plan
- Why now?
- Should we, Can we, Will we



The Focus

- Can we really pay for the dome?
- Can we actually get all the permits etc. that we need to build this structure?
- Have we researched the maintenance and operations cost of the building?
- Has staff prepared a conservative cost/benefit analysis on how much revenue we can generated from this facility to pay for these M&O expenses?
- Does Gig Harbor really want this facility or is it just something cool that staff wants to build?
- Are we moving too fast on the project and have we missed anything?

Architect and Engineering

- Past projects
- Background
- Project overview
- What is a Community Recreation Center?



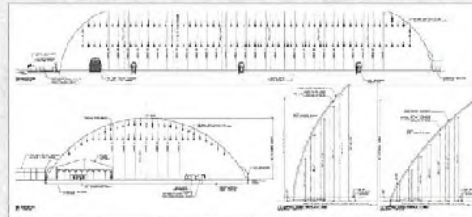
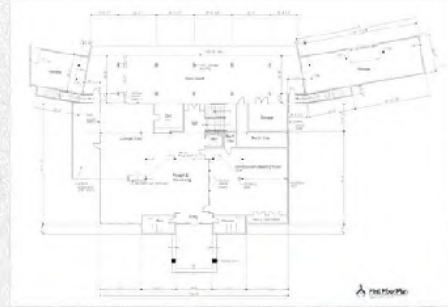
Site Vetting

- How was Performance Golf Center established as the most viable option?
- What were the other location options?
- Timeline leading up to current status



Due Diligence

- Design elements
- Site conditions
- Entitlement/Permitting process
- Partnership(s)


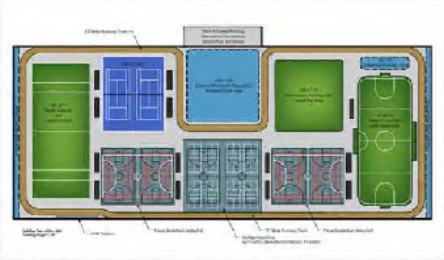



Financial Impacts

- Current project costs
- Revenue vs Need
 - Developing revenue & Potential revenue – Proforma in June
- Funding options



Decision Points



- Board Decisions to consider
 - Property decision
 - Project priority
 - Funding options decisions
 - Communication plan

Next Steps:



- What is next on the timeline?
 - April 30 - Aqua Vista (HOA)
 - May 8 - Peninsula Advisory Commission (PAC)
 - July 1 - Board Meeting: Operations vs Revenue
 - July (TBD) - SEPA
 - July 15 - Board Meeting: Final details possible decision
 - Aug 15 - Hearing Examiner
 - Aug 19 - Board Meeting: Final decision point
 - Sept 13 - Purchase agreement deadline



Preliminary Project Budget

4/22/2019

Description	Budget
Frontage Improvements	75,000.00
Site Preparation/TESC/ Site Construction	882,650.00
Site Parking, Walks and Drives	952,200.00
Stormwater Management System	522,400.00
Event Hosting Area	320,725.00
Utilities - Water, Electrical, Sanitary Sewer (Septic)	609,500.00
Dome Infrastructure	2,431,275.00
Indoor Sports Surfaces and Playground	1,778,320.00
Performance Golf Building Improvements	2,900,000.00
Site, Landscape, Irrigation and Land Use Required Planting	335,905.00
Cushman Trail Construction	148,300.00
Construction Subtotal	\$10,956,275.00
Tax	7.9% 865,545.73
Mobilization	2.0% 219,125.50
Bond	1.0% 109,562.75
Insurance	1.0% 109,562.75
Contractor OH/ Profit	5.0% 547,813.75
Subtotal	\$12,807,885.48
A/E Services	1,659,552.00
Subtotal	\$14,467,437.48
Permits & Fees	2.0% 256,157.71
Subtotal	\$14,723,595.18
Contingency	20.0% 2,944,719.04
Project Development Total	\$17,668,314.22
Dome Costs	3,200,000.00
Site Cost	4,300,000.00
Total Project Budget	\$25,168,314.22



Peninsula Metropolitan Park District

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REGULAR MEETING MINUTES

Monday, April 22, 2019, 6:15pm

Sehmel Homestead Park Volunteer Vern Pavilion (10123 78th Ave NW, Gig Harbor, WA 98332)

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

Commissioners Present:

Maryellen (Missy) Hill
Amanda Babich
Steve Nixon
Kurt Grimmer
Todd Iverson (arrived 6:05pm)

Citizens:

Julie Tappero
Scott Gray
Tom Settles
Deb Settles
Teresa Fusano
Marc Aunt
Julie Gustanski
Joyce Schultz
Betty Lilienthal

Staff:

Glenn Akramoff
Eric Guenther
Ed Lewis
Elaine Sorensen
Michael Schick
Kelly Darling
Chuck Cuzzetto
Jessica Smiley

Consultants:

David Freeman
Carl Halsan
Brett Allen
Don Campbell

REGULAR MEETING AGENDA:

ITEM 1 Approval of Agenda

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

ITEM 2 Citizen Comments

Tom Settles, local citizen and neighbor of the site being proposed for the new recreation center project (Performance Golf) spoke about his concerns with the project.

Julie Tappero, local citizen spoke about her concerns with transparency to the public.

Teresa Fusano, local citizen and neighbor of the site being proposed for the new recreation center project (Performance Golf) spoke about her support and concerns with the project.

Deb Settles, local citizen and neighbor of the site being proposed for the new recreation center project (Performance Golf) spoke about her support and concerns with the project.

ITEM 3 Presentations

3.a Senior Programs Task Force

Joyce Schultz presented a handout to the Board outlining the needs from the senior community for a program location both temporary and permanent. Commissioners asked questions for clarity on the need and the existing programs.

3.b Executive Director Report

Glenn Akramoff brought attention to the staff report in the agenda, spoke about the success of the Egg Hunt on 4/20/19, and inquired to the Board about the Senior Program Task force request. The Board gave direction to staff to pursue options to assist the Task Force and provide programs for seniors in the community.

Commissioner Iverson received clarity on the DeMolay project with Pierce Conservation District.

3.c President's Report

Commissioner Hill thanked the staff for a great Egg Hunt event.

3.d Financial Report

Elaine Sorensen presented the current variances in the budget.

ITEM 4 Consent Agenda

4.a Approval of Meeting Minutes: 4-8-19 Study Session, 4-8-19 Regular

4.b Approval of Vouchers: ■ \$239,861.69 • Reference numbers: V2019123- V2019157
■ \$6,370.44 • Reference numbers: V2019158- V2019160

4.c Approval of Consent Agenda

Commissioner Babich made a motion to approve the consent agenda. Commissioner Grimmer seconded the motion. After no discussion, the motion passed 5-0.

ITEM 5 Old Business

5.a R2019-03 Sunrise Beach Easement

Commissioner Iverson made a motion to approve R2019-03 and authorize the Executive Director to execute an easement across from the Sunrise Beach property, seconded by Commissioner Nixon. After no discussion, the vote was 5-0.

ITEM 6 New Business

6.a Community Recreation Center financial option direction

Glenn Akramoff presented options to the Board for financing the recreation center project. Commissioners discussed the options and asked staff to prepare a list of options after researching.

Glenn Akramoff presented a phasing plan for the Architect and Engineering agreement for the recreation center project. The Board gave staff direction to present the Phase 1 contract for consideration to the Commissioners.

ITEM 7 Comments by Board/Subcommittee Reports

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

7.b Marketing (Grimmer): meeting planned for this week, no report.

7.c Fundraising (Hill): no report

ITEM 8 Next Board Meeting: Monday, May 6, 2019: Study Session and Regular

ITEM 9 Executive Session: Commissioners went into Executive Session at 7:17pm for 20 minutes to consider the acquisition of real estate per RCW 42.30.110(1)(b) and returned at 7:35pm.

ITEM 10 Adjournment

Commissioner Hill adjourned the meeting at 7:36pm.

APPROVED BY THE BOARD ON: _____

President

Submitted by: *Jessica Smiley* ☺

Clerk



Finance Department
District Payment Transmittal

District Name: Metro Park District-Paninsula

PAYMENT LISTING

<u>Trans Date</u>	<u>District Ref #</u>	<u>Payee Printed Name</u>	<u>Amount</u>
4/22/19	V2019-161	Peninsula Metropolitan Park District	\$43,017.70
4/22/19	V2019-162	Department of Retirement Services	\$25.00
4/22/19	V2019-163	Jude Endsley	\$270.00
4/22/19	V2019-164	LynnFit	\$724.50
4/22/19	V2019-165	Madeline Hunter	\$2,303.00
4/22/19	V2019-166	Trevor Wyatt	\$405.00
4/22/19	V2019-167	Sherri Bails	\$1,512.00
4/22/19	V2019-168	Dane Jackson	\$337.50
4/22/19	V2019-169	Tyler Lee	\$315.00
4/22/19	V2019-170	Custom Shirt Shop	\$1,704.35
4/22/19	V2019-171	Pacific Office Automation Headquarters	\$1,513.58
4/22/19	V2019-172	PCCFOA	\$20.00
4/22/19	V2019-173	Queen Bee Health + Wellness LLC	\$2,100.00
4/22/19	V2019-174	PACIFIC OFFICE AUTOMATION	\$225.61
4/22/19	V2019-175	Washington Tractor	\$130.78
4/22/19	V2019-176	PURDY TOPSOIL & GRAVEL	\$68.36
4/22/19	V2019-177	Tacoma Winsupply	\$169.09
4/22/19	V2019-178	Tacoma Screw Products	\$15.11
4/22/19	V2019-179	Zee Medical Service Co.	\$98.54
4/22/19	V2019-180	Sarco Supply	\$212.93
4/22/19	V2019-181	Master Gardener Foundation of Pierce County	\$962.89
4/22/19	V2019-182	Two Waters Art Alliance	\$179.20
4/22/19	V2019-183	Madeline Hunter	\$500.00
4/22/19	V2019-184	Radio Parties	\$395.00
4/22/19	V2019-185	Caroline Konkol	\$344.30
4/22/19	V2019-186	Fischer Fitness LLC	\$386.60
4/22/19	V2019-187	Legal Shield	\$105.70
Payment Count: 27			Total Amount: <u>\$58,041.74</u>

Payment Count: 27
Payment Total: \$58,041.74

CERTIFICATION

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

<u>M. Hill</u> Authorized District Official Signature	<u>4/22/19</u> Date	_____	_____
_____	_____	Authorized District Official Signature	Date
<u>[Signature]</u> Authorized District Official Signature	<u>8/22/19</u> Date	_____	_____
_____	_____	Authorized District Official Signature	Date
_____	_____	Authorized District Official Signature	Date
_____	_____	Authorized District Official Signature	Date

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

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



Peninsula Metropolitan Park District

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

www.penmetparks.org

DISTRICT COMMISSION MEMO

To: Peninsula Metropolitan Park District Board of Commissioners

From: Glenn Akramoff, Interim Executive Director

Date: May 6, 2019

Subject: **Snodgrass Freeman Associates Contract – Architecture and Engineering for the Feasibility Study of the Performance Golf site.**

Background/Analysis

With the recent transition of the Executive Director the Commission tasked the Interim Executive Director with reevaluating the Community Recreation Center Project. The first part of the process was to evaluate the project and contract conditions with Snodgrass Freeman Associates. It was determined that the Snodgrass Freeman Associates project team was well qualified to complete the needed project tasks. The evaluation did conclude that the contract amount and format were not adequate to address a project of this size and complexity.

The Interim Executive Director and the principles of Snodgrass Freeman Associates met on multiple occasions to discuss these issues. It was decided to divide the project into four separate phases:

1. Phase I – Feasibility
2. Phase II – Design
3. Phase III – Construction Bid
4. Phase VI – Construction and closeout

The updated agreement is an industry standard agreement for architecture and engineering services. The cost of these services that is proposed in the attached contract accurately reflect the cost of completing the feasibility phase of the project. Subsequent phases will be included in contracts that will be separately considered by the Commission.

Timeline and Funding

Attached is the contract and scope of work with Snodgrass Freeman Associates for the architecture and engineering services for Phase 1 of the Community Recreation Center Project. The scope of work outlines Phase I of the architecture and engineering services focused on the project feasibility at the Performance Golf site. Phase II and III will be considered in separate contracts based on the Phase I decisions by the Board of Commissioners. The amount of the contract is for \$655,569. About \$350,000 has already been expended on the feasibility process. per Board direction.

Recommendation

It is recommended the Board of Commissioners authorize the Interim Executive Director to sign the contract with Snodgrass Freeman Associates for the Phase I architecture and engineering services focused on the project feasibility at the Performance Golf site on per the scope of work.



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Policy Implications/Support

1. The cost of the district completing the due diligence to make a final decision on the Performance Golf site is more accurately reflected than the previous contract drafts.
2. The format of the updated contract documents reflects industry standards for project of this size and complexity.
3. Phase II of the A & E would get the project decision to the bidding phase should the Commission decide to move forward with the project
4. Future phases of the project including Phase II, could use another project proposal process (request for proposal) to choose a consultant team and cost point, should the project move forward.

Staff Contact

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

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of April in the year Two Thousand nineteen, (2019)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Peninsula Metropolitan Park District
10123 78th Avenue NW
Gig Harbor, WA 98335

and the Architect:
(Name, legal status, address and other information)

Snodgrass Freeman Associates, Inc.
7195 Wagner Way, Suite 201
Gig Harbor, WA 98335

for the following Project:
(Name, location and detailed description)

PenMet Community Recreation Center
2416 14th Avenue NW
Gig Harbor, WA 98335

The Owner and Architect agree as follows.

This contract phase covers all design work hereinafter defined as Phase 1. Project scope shall include Schematic Design and Design Development phases only for the following scope of work:

- Development of 17 acre site, just north of the Narrows Bridge, currently known as the Performance Golf Center.
- A 174,500 sf Indoor Recreation Center within an air dome structure.
- A 3,500 sf air dome entry structure.
- Remodel and Additions to the existing 24,000 sf 2-story wood and steel frame building, converting structure to serve as community center, senior center and PenMet Parks district offices.
- An Outdoor Plaza for concerts, picnics, food fairs and family leisure.
- An approximately 1750 lf paved extension to the Cushman Trail.
- A paved parking lot for approximately 400 cars

The preliminary cost estimate is approximately \$25,000,000.00 including site work, building costs, A/E fees, permit fees, Washington State Sales tax and contingency.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 11 COMPENSATION**
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- 13 SCOPE OF THE AGREEMENT**

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
Each Occurrence: \$1,000,000, combined single limit
- .2 Automobile Liability
Combined Single Limit: \$1,000,000
- .3 Workers' Compensation
Each Accident: \$100,000
Each Employee: \$100,000
Policy Limit: \$500,000
- .4 Professional Liability
Appropriate to each consultant's profession.
Each Claim: \$1,000,000
Aggregate: \$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES PHASE ONE - INCLUDED IN THIS CONTRACT

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES PHASE ONE - INCLUDED IN THIS CONTRACT

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

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electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES PHASE TWO - NOT INCLUDED IN THIS CONTRACT

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES PHASE THREE - NOT INCLUDED IN THIS CONTRACT

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS PHASE THREE - NOT INCLUDED IN THIS CONTRACT

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1** procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2** organizing and participating in selection interviews with prospective contractors; and
- .3** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES PHASE THREE - NOT INCLUDED IN THIS CONTRACT

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES (Applies to Schematic Design and Design Development phases only.)

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™-2009)	Owner	Complete
§ 4.1.2 Multiple preliminary designs	Architect	Proposal Upon Request
§ 4.1.3 Measured drawings	Architect	Complete
§ 4.1.4 Existing facilities surveys	Owner	Proposal upon request

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§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Architect	Included in contract
§ 4.1.6	Building Information Modeling (E202™-2008)	NA	N/A
§ 4.1.7	Civil engineering	Architect	Included in contract
§ 4.1.8	Landscape design	Architect	Included in contract
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	Proposal upon request
§ 4.1.10	Value Analysis (B204™-2007)	Architect	Proposal upon request
§ 4.1.11	Detailed cost estimating	Architect	Included in contract
§ 4.1.12	On-site Project Representation (B207™-2008)	NOT INCLUDED	IN THIS PHASE
§ 4.1.13	Conformed construction documents	NOT INCLUDED	IN THIS PHASE
§ 4.1.14	As-Designed Record drawings	NOT INCLUDED	IN THIS PHASE
§ 4.1.15	As-Constructed Record drawings	NOT INCLUDED	IN THIS PHASE
§ 4.1.16	Post occupancy evaluation	Not Provided	N/A
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	N/A
§ 4.1.18	Tenant-related services	Not Provided	N/A
§ 4.1.19	Coordination of Owner's consultants	N/A	N/A
§ 4.1.20	Telecommunications/data design	Architect	Included in contract
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	N/A	N/A
§ 4.1.22	Commissioning (B211™-2007)	N/A	N/A
§ 4.1.23	Extensive environmentally responsible design	N/A	N/A
§ 4.1.24	LEED® Certification (B214™-2012)	N/A	N/A
§ 4.1.25	Fast-track design services	N/A	N/A
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A	Proposal upon request

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See attached Exhibit A for additional services beyond Basic A/E fees.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- 6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

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the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

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and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See attached exhibit A

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Architect will prepare a proposal or work will be done on an hourly basis per architect's current hourly rate at the time of service. Hourly rates are identified on attached Schedule B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Architect will prepare a proposal or work will be done on an hourly basis per architect's current hourly rate at the time of service. Hourly rates are identified on attached schedule B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 15 percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Phase 1	Schematic Design Phase	Thirteen	percent (13	%)
	Design Development Phase	Twenty two	percent (22	%)
Phase 2	Construction Documents Phase	Forty	percent (40	%)
Phase 3	Bidding or Negotiation Phase	Five	percent (5	%)
	Construction Phase	Eighteen	percent (18	%)
	Closeout	Two	percent (2	%)
Total Basic Compensation		one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit B

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 15 percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5% per month (One and one half percent)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

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EXHIBIT A**PHASE ONE - A&E FEE SCHEDULE****Pre-Design Services**

<ul style="list-style-type: none"> ● Pre-Design Phase Define preliminary scope and feasibility, evaluate site, existing conditions and determine regulatory constraints. 	100%	\$80,999.00
<ul style="list-style-type: none"> ● Project Coordination Services Provide services as design team leader/ project coordinator, acting as a single source of contact and information to owner. 	40%	\$8,000.00

Basic Architectural & Engineering Fees¹, based on preliminary A/E budget of: \$1,314,753.00

<ul style="list-style-type: none"> ● Schematic Design Phase Prepare conceptual design documents for approval of owner; define and coordinate work of project and specialty consultants. 	13%	\$170,920.00
<ul style="list-style-type: none"> ● Design Development Phase Retine and establish final character of the entire project including design, materials, equipment and systems. 	22%	\$289,250.00

Additional Consultant Services

<ul style="list-style-type: none"> ● Civil Engineering - Contour Engineering, LLC Surveying, land planning and civil engineering services including storm drainage, grading and utilities. 	40%	\$38,000.00
<ul style="list-style-type: none"> ● Traffic engineer - Heath and Associates, Inc. Prepare Traffic Impact analysis including review of existing and projected data, prepare recommendations and mitigation measures. 	100%	\$7,500.00
<ul style="list-style-type: none"> ● Wetland Specialist - Soundview Consultants, LLC Wetland and Non-wetland field verification, fish and wildlife habitat assessment, Environmental planning and project support. 	100%	\$8,500.00
<ul style="list-style-type: none"> ● Geo-Tech Engineer - Geo-Resources Evaluate surface and subsurface conditions of the proposed site, develop recommendations for site development. 	100%	\$20,000.00
<ul style="list-style-type: none"> ● Sanitary engineer - Richard Wilkerson & Associates, LLC Evaluation of existing on-site sewer systems and design of new systems for commercial recreation center. 	40%	\$8,000.00
<ul style="list-style-type: none"> ● Cost Estimator - Bill Acker Consulting Services Preliminary and progress cost estimates based on interim and final scope of work. 	40%	\$10,000.00
<ul style="list-style-type: none"> ● Planner - Halsan EF & P Consulting services relating to regulatory planning including pre-application research, coordination with Pierce County and permitting services. 	40%	\$14,400.00

Total Phase One A/E Fees	\$655,569.00
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¹ **Basic A/E services include:**

- Architects - Snodgrass Freeman Associates, Inc.**
- Athletic Components and Landscaping - Robert W. Droll, PS**
- Structural Engineering - PCS Structural Solutions, Inc.**
- Mechanical Engineer - LNS Engineers, Inc.**
- Electrical Engineers - Cross Engineers, Inc.**

4/20/2019

PenMet Parks Community / Recreation Center

EXHIBIT B

PHASE ONE - Hourly Rate Schedule

<i>Architects</i>	Rate per hour
Principal	\$175
Architect	\$150
Drafting	\$85
Administration	\$75

<i>Consultants</i>	
Principals	\$150
Project Engineers	\$125
Drafting	\$85
Administration	\$75