



# Peninsula Metropolitan Park District

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

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## REGULAR MEETING AGENDA

**April 16, 2024, 6:00 PM**

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

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### Call to Order

### Commissioner Roll Call:

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

### ITEM 1 President's Report

### ITEM 2 Executive Director's Report

### ITEM 3 Special Presentations

3a. [February 2024 Financial Report](#)

3b. [PenMet Parks' Senior Movie Sponsorship Presentation](#)

### ITEM 4 Board Committee Reports

4a. Park Services Committee

4b. Finance Committee

4c. Administrative Services Committee

4d. Recreation Services Committee

4e. Campaign Committee

4f. External Committees

### ITEM 5 Public Comments:

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

### ITEM 6 Minutes

6a. [Approval of the March 29, 2024 Special Meeting Board Retreat Property Tour Minutes](#)



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6b. [Approval of the March 30, 2024 Special Meeting Board Retreat Minutes](#)

6c. [Approval of the April 02, 2024 Study Session Minutes](#)

6d. [Approval of the April 02, 2024 Regular Meeting Minutes](#)

ITEM 7 Consent Agenda

7a. [Resolution C2024-006 Authorizing Recreation and Conservation Office Grant Applications](#)

ITEM 8 Unfinished Business: None

ITEM 9 New Business

9.1 [Purchasing Resolutions Requiring One Reading for Adoption:](#)

[9.1a Resolution P2024-006 Authorizing the Executive Director to Sign the Agreement for Architectural & Engineering Services for the Peninsula Gardens Master Plan with AHBL](#)

[9.1b Resolution P2024-007 Authorizing the Executive Director to Sign the Construction Contract for Parking Lot Pavement Upgrades with Eagle Asphalt Sealcoating Co., LLC](#)

9.2 [Single Reading Resolutions Requiring One Reading for Adoption:](#)

[9.2a Resolution R2024-010 Adopting the 2025 Goals and Objectives](#)

9.3 [Two Reading Resolutions Requiring Two Readings for Adoption:](#)

[9.3a First Reading of Resolution RR2024-005 Adopting Amended Policy P30-104: Assets Policy](#)

ITEM 10 Comments by Board

ITEM 11 Next Board Meetings

May 7, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the PenMet Parks Administrative Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Adjournment

## BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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# Financial Review – February 2024

Board of Park Commissioners Meeting  
April 16, 2024

# General Fund Revenue: Budget-vs-Actual

General Fund Revenue	Feb. 2024 Actual	YTD 2024 Actual	2024 Budget
Real and Personal Property Tax	202,954	224,138	8,524,917
Sales Tax	51,928	96,604	540,000
Private Harvest Tax	-	-	2,000
Leasehold Excise Tax	331	354	5,000
REET Funds	-	-	143,000
Facility Rental Fees	-	-	-
Investment Interest	73,957	152,711	380,000
Deposits Received	1,425	3,195	-
Other General Fund Revenue	-	-	5,000
Sale of Machinery & Equipment	-	-	10,000
<b>Total General Fund Revenue</b>	<b>330,595</b>	<b>477,002</b>	<b>9,609,917</b>

- Facility Rental Fees are no longer in the General Fund, they're in the new Facility Enterprise Fund (slides to follow).
- Interest rates remain high (5.402%).



# General Fund

## Expenses: Budget-vs-Actual

- General Fund expenses are tracking under budget @ 11.5% spent year-to-date.

General Fund Operating Expenses By Division	Feb. 2024 Actual	YTD 2024 Actual	2024 Budget
Legislative	10,961	14,838	183,095
Executive	37,508	137,775	593,561
Finance & IT	69,064	127,153	1,357,515
Administrative Services	47,374	80,438	688,925
Recreation Services	23,819	36,205	297,553
Maintenance & Operations	132,681	212,255	1,943,414
Park Services	30,765	71,154	830,162
<b>Total General Fund Expenses</b>	<b>352,172</b>	<b>679,819</b>	<b>5,894,225</b>

# Recreation Revolving Fund

## Revenues by Program Type

Recreation Revolving Fund Revenue	Feb. 2024 Actual	YTD 2024 Actual	2024 Budget
Donations	-	-	2,500
Sponsorship	-	-	50,000
Program Fees - Sports & Fitness	28,704	37,731	559,701
Program Fees - Adaptive Rec	90	1,533	30,027
Program Fees - Camps	919	2,122	275,226
Program Fees - Youth Programs	1,888	4,688	48,721
Program Fees - Adult Programs	298	1,610	14,872
Program Fees - Senior Programs	2,918	7,108	48,759
Event Fees	-	-	20,020
<b>Total Recreation Revolving Fund Revenue</b>	<b>34,816</b>	<b>54,791</b>	<b>1,049,826</b>

Highest % Earned YTD for Program Revenue was:

- Senior Programs (15%)
- Adult Programs (11%)
- Youth Programs (10%)

# Recreation Revolving Fund

## Expenses by Program Type

- Rec Expenses are in line with budget YTD (~17% spent vs. budgeted).
- More labor that has been coded to “General Rec Expenses” will get coded to programs/events as the year progresses.

Recreation Revolving Fund Expenses	Feb. 2024 Actual	YTD 2024 Actual	2024 Budget
Software for Rec Program	1,932	10,432	10,536
Uniforms	-	-	1,750
Sports & Fitness	11,940	18,885	484,344
Adaptive Recreation	1,773	3,516	98,037
Camps	1,409	6,224	311,567
Youth Programs	3,204	3,644	80,705
Adult Programs	-	-	17,113
Senior Programs	5,127	7,020	99,691
Special Events	4,608	7,615	118,535
General Recreation Expenses	50,920	85,959	201,730
<b>Total Recreation Revolving Fund Expenses</b>	<b>80,913</b>	<b>143,295</b>	<b>1,424,008</b>



# Facility Enterprise Fund Revenue: Budget-vs-Actual

Facility Enterprise Fund Revenue	YTD 2024 Actual	2024 Budget
Facility Rental Fees- CRC Admin	-	11,550
Facility Rental Fees- CRC Phase II	-	33,300
Park & Field Rental Fees	7,600	165,350
Facility Rental Fees	3,998	97,500
Facility Membership Fees	-	17,975
Long Term Golf Course Lease	10,490	72,000
Housing Rentals/Leases	7,244	43,463
Concession Lease Facilities	-	1,000
<b>Total Facility Enterprise Fund Revenue</b>	<b>29,332</b>	<b>442,138</b>

- Facility Rental Fees are no longer in the General Fund, they're in the new Facility Enterprise Fund.
- We anticipate rental revenue to increase as the year progresses.





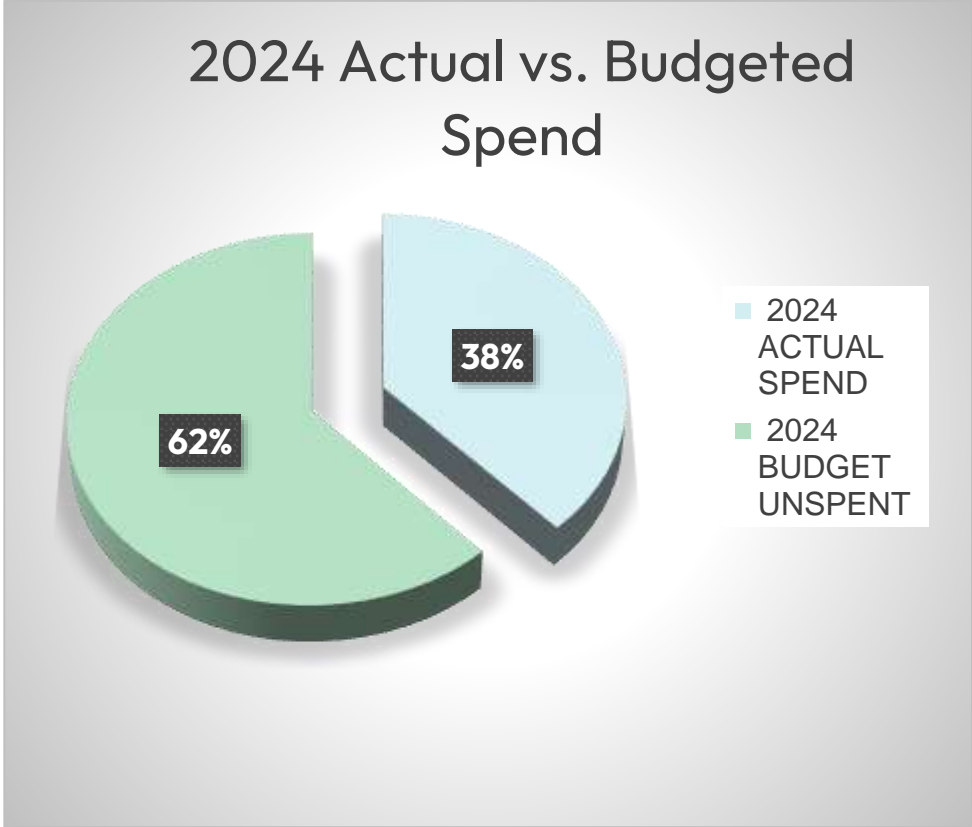
# Facility Enterprise Fund Expenses: Budget-vs-Actual

- Wages & benefits are low due to open positions & shared positions with Recreation that haven't been spending as much time on facility rentals.

Facility Enterprise Fund Expenses	2024 YTD Actual	2024 Budget
Wages & Benefits	11,288	266,913
Operating Supplies - Facility Rentals	-	10,000
Minor Equipment - Facility Rentals	-	10,000
Sales Tax - Facility Rentals	685	24,924
ActiveNet Fees on Rentals	802	11,293
<b>Total Facility Enterprise Fund Expenses</b>	<b>12,775</b>	<b>323,130</b>

# Capital Project Fund

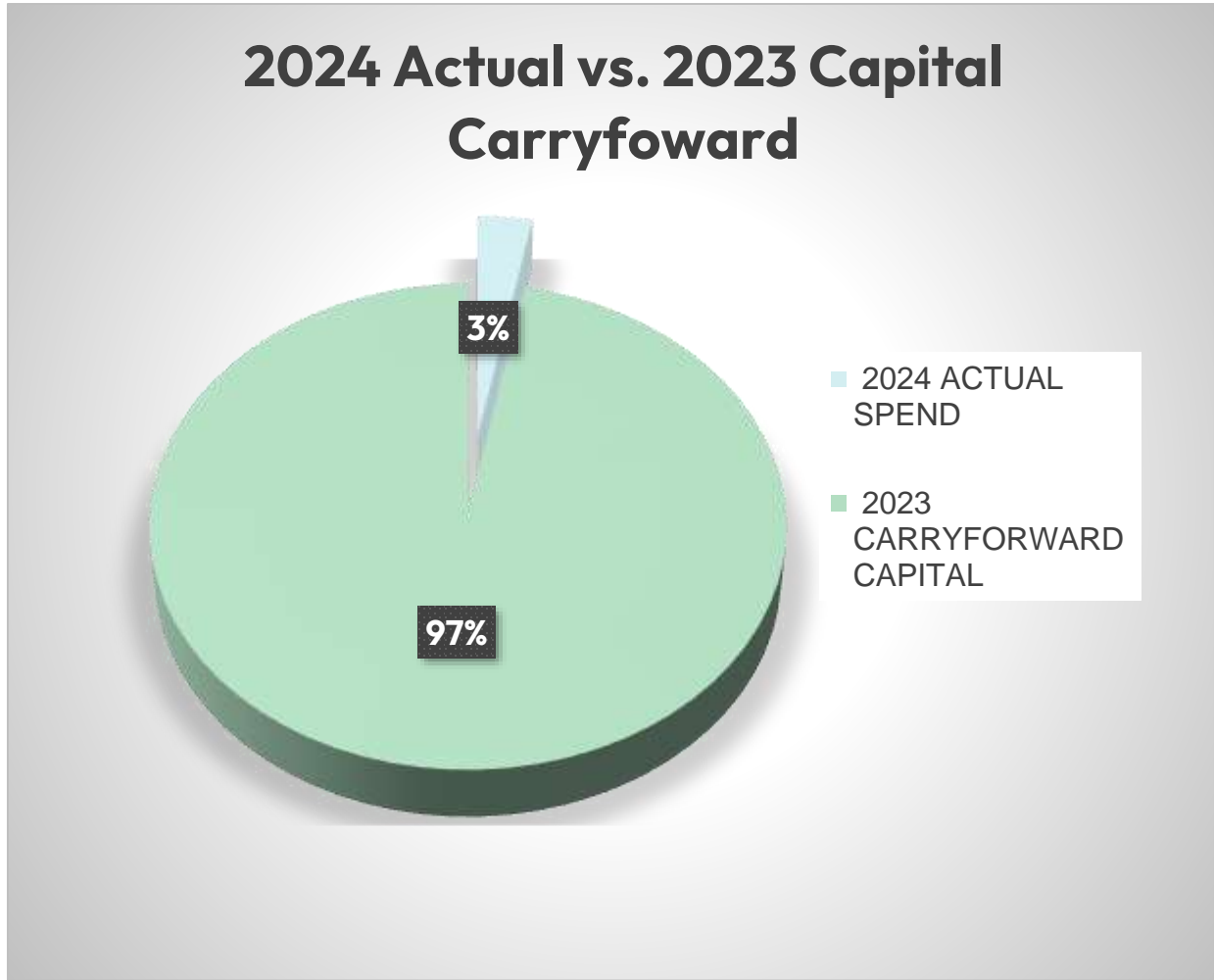
PROJECT	2024 YTD EXPENDITURES
PenMet RC – Planning & Construction	\$622,754
Rosedale Hall Renovations	\$200,110
Peninsula Gardens Demo	\$18,179
DeMolay Sandspit Demo	(\$13,787)
Narrows Beach Demo	(\$2,973)
Sunrise Beach Demo	\$3,900
District – Key & Access Control Plan	\$3,902
District – Signage & Wayfinding Master Plan Design	\$8,819
DeMolay Sandspit Master Plan	\$53,341
District – Capital Campaign Initiatives	\$19,675
<b>TOTAL</b>	<b>\$914,007</b>



- 2024 Capital Budget is ~\$2.4MM.

# Capital Project Fund

## Carryforward



- Almost \$31MM carryforward in the Capital Fund.

# Questions?

# PenMet Recognition



## Olympic Civic Services

A Washington non-profit organization

A 501-3c

Gary Parker

Joe Hillyer

**Our purpose here today is to simply say:  
Thank you!**

**In 2023 President Hill and Commissioner Grimmer both provided funding from their discretionary dollars to support the senior actives we provide to the community**

**At OCS we believe transparency on how donations are used. So today we want to show you how PenMet's donation were used to benefit community senior's**

# Senior Movies

Senior movies are provided on the last Friday of each month

Average turnout is 50 – 60 guests

April 26<sup>th</sup> will be our 16<sup>th</sup> movie offering

Olympic Civic Services  
A 3<sup>rd</sup> Act Café Presentation

DIRECTED BY ROY WARD BAKER  
**A NIGHT TO REMEMBER**

**Engaging Community Seniors**

Want to suggest a Movie? Contact us at: [www.ocserv.org](http://www.ocserv.org)

Olympic Civic Services  
A 3<sup>rd</sup> Act Café Presentation

**GHOSTBUSTERS**  
FROZEN EMPIRE

**Engaging Community Seniors**

Want to suggest a Movie? Contact us at: [www.ocserv.org](http://www.ocserv.org)

Olympic Civic Services  
A 3<sup>rd</sup> Act Café Presentation

**ARGYLLE**  
IN THEATERS FEBRUARY 2

**Engaging Community Seniors**

Want to suggest a Movie? Contact us at: [www.ocserv.org](http://www.ocserv.org)



Item 3b.

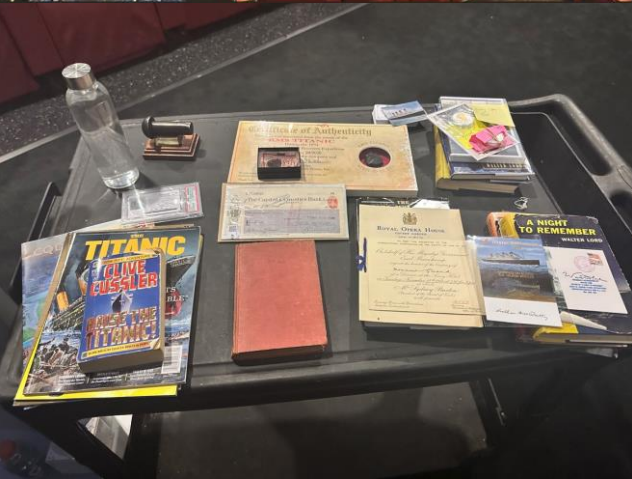
**Welcome Screen**

**80 Seat Theater**

**Amazing artifacts**



**Thank You  
← President Hill**





# Java & Clay

Since PenMet contributed for the Friday movies. We use previously budgeted dollars for something special

Each Senior was given a \$30 budget

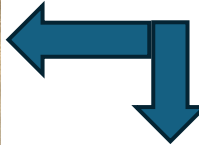


# Tuesday Bingo

Item 3b.

**This is Free Bingo Tuesday.**

**Prizes are purchased by OCS  
Most popular prize is food  
coupons and gift cards**



**Every week is a full house** 



# Outreach & Other Fun Things



Paint Class



Luau Fun

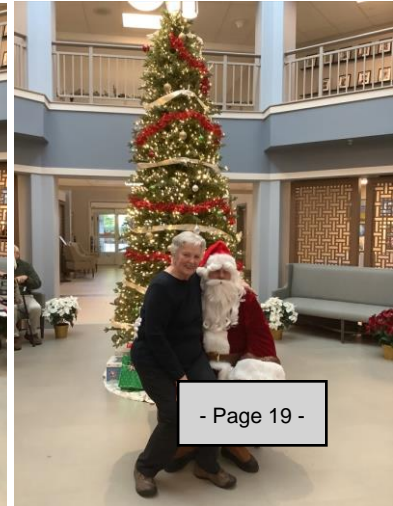


Valentine Roses w/ the Interact kids



Santa's visit to Peninsula

Senior Prom





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## SPECIAL MEETING - 2024 BOARD RETREAT PROPERTY TOUR MINUTES

**March 29, 2024, 4:00 PM**

Rosedale Hall - 8205 86th Ave NW, Gig Harbor, WA 98332

**Call to Order: 4:02 pm**

### Commissioner Roll Call:

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

Quorum: Yes

- ITEM 1 Property Tour:**
  - 1a. Rosedale Hall**
  - 1b. Peninsula Gardens**
  - 1c. Sunrise Beach Park**

**ITEM 2 Adjournment: 6:03 PM**

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

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

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

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

Submitted by: Robyn Readwin, Board Secretary



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## SPECIAL MEETING - 2024 BOARD RETREAT MINUTES

March 30, 2024, 8:00 AM

Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

**Call to Order: 8:12 AM**

### Commissioner Roll Call:

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

Quorum: Yes

### ITEM 1 2024 Board Retreat

- 20-Year Visioning
- 2025 Goals and Objectives Review

### ITEM 2 Adjournment: 4:01 PM

## BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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

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

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

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

Submitted by: Robyn Readwin, Board Secretary



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## STUDY SESSION MINUTES

April 02, 2024, 5:30 PM

Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order Time: 5:30 pm

### Commissioner Roll Call:

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

Quorum: Yes

### ITEM 1 Board Discussion

#### 1a. Discuss Amended Policy P30-104: Assets Policy

Staff PowerPoint presentation by Director of Finance Jessica Wigle

**Board Question:** On the last audit, did they look into our policy? **Staff Answer:** Yes, they reviewed our policy. **Board Question:** What is a small or attractive asset? **Staff Answer:** Small items that are stolen. **Board Question:** How is Brightly's fee paid? **Staff Answer:** By subscription.

### ITEM 2 Adjournment Time: 5:42

## BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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

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

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

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

Submitted by: Robyn Readwin, Board Secretary



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## REGULAR MEETING MINUTES

**April 02, 2024, 6:00 PM**

Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

**Call to Order Time: 6:00 PM**

**President Hill is excused, Commissioner Kingsbury will preside over the meeting and Commissioner Grimmer was appointed Clerk for this meeting.**

### Commissioner Roll Call:

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

**Quorum: Yes**

**ITEM 1 President's Report: None**

**ITEM 2 Executive Director's Report**

- **Travis More promoted to full-time grounds specialist 4/1/2024.**
- **3/29/2024 Brief Teen Egg Hunt update**
- **3/30/2024 Brief Spring Egg Hunt update**
- **5/4/2024 Parks Appreciation Day reminder**

**ITEM 3 Special Presentations: None**

**ITEM 4 Board Committee Reports**

**4a. Park Services Committee – Has not met since last meeting.**

**4b. Finance Committee**

- **CRC Project Cost Update:**
  - **\$10.5MM spent total, ~\$3MM in Q1 2024**
  - **\$3MM bond draw in Q3 2023, just did another \$2.5MM in March 2024**
  - **Proposal is to draw down \$2.5MM every other month going forward**
  - **Resolution R2024-004 SAO Interagency Data Sharing Agreement executed**
  - **2025 Finance & IT Goals & Capital Requests have been established, will be presented at the March board retreat.**
  - **AV equipment for CRC presentation by Jeff Foster**



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- Found vendor on DES (vetted by the State of WA)
    - Quote details (equipment, timeline, next steps, etc.)
    - AV equipment usage (board meetings, facility rental, etc.)
  - Conversion of P30-104 Small Equipment Policy to a broader Capital Assets Policy (to be discussed @ the study session of the April 2<sup>nd</sup> meeting)
- 4c. **Administrative Services Committee**
  - Overview of workplan and Customer Service Standards procedure and training suggestions
  - Website walkthrough and next steps for additional updates
    - Create a variety of user-types for a focus group to test and get feedback of website.
    - Goal is to reduce click rate.
    - Add calendar with additional items
    - Discussed icons – more research with focus group on this
  - Concession Stand Strategy
    - Rental Fee adjustment, signage, Website and Social Media Video of Space
  - Compensation Study Update for RFP that opened for proposal on 3/27/2024
- 4d. **Recreation Services Committee**
  - Brief Division Update
    - New Recreation Specialist for Community Recreation begins on 4/4.
    - The CRC Supervisor position has been posted and will remain open until 4/10.
    - Teen Flashlight Egg Hunt is scheduled for 3/29. Capacity was increased to 200 attendees to meet the interest in this new event.
    - Spring Egg Hunt is scheduled for 3/30. We expect about 600 families, and we have prepared 14,000 eggs.
  - 20<sup>th</sup> Anniversary Celebration
    - Anniversary Celebrations will kick-off at Parks Appreciation Day on 5/4 and culminate at the Scarecrow Festival on 10/5.
    - Staff are busy with pre-kick off event preparations including ordering giveaway items, banners/signage for parks and events, and scheduling storytelling interviews.
  - Resident & Non-Resident Registration
    - Staff are continuing to receive feedback from out-of-District
  - Youth Basketball 2024 Recap
    - 694 participants (19% growth over 2023)
    - 107 participants on the waitlist (46% reduction over 2023 waitlist – 198 participants)





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- 71 teams (20% greater than in 2023 – 59 teams)

#### 4e. Campaign Committee

- Discussion of sponsor sign location at Sehmel Homestead Park
- PenMet Parks is a member of National Association of Park Foundations
- Discussion of Naming Opportunities
- Discussion of Campaign plan and next steps, grant plan, and hard hat tours as we near the public phase of the capital campaign.
- Scheduling the drafting of bylaws for PenMet Parks Foundation

#### 4f. External Committees – None

**ITEM 5 Public Comments: None**

**ITEM 6 Minutes**

#### 6a. Approval of the March 19, 2024 Study Session Minutes

#### 6b. Approval of the March 19, 2024 Regular Meeting Minutes

Commissioner moved to adopt the minutes as presented;  
 Commissioner seconded;  
 Roll call vote. Approved Unanimously. Motion Carried

**ITEM 7 Consent Agenda**

#### 7a. Resolution C2024-008: Approving March Vouchers

Commissioner moved to adopt the consent agenda as presented;  
 Commissioner seconded;  
 Roll call vote. Approved Unanimously. Motion Carried

**ITEM 8 Unfinished Business: None**

**ITEM 9 New Business**

#### 9.1 Purchasing Resolutions Requiring One Reading for Adoption: None

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

#### 9.2a Resolution R2024-008 Accepting the Feasibility Study for a Community Aquatic Center as Complete

Commissioner moved; Commissioner seconded.  
 Memo overview by Director of Park Services Sue O'Neill staff presentation.

Board comment: Thank you, Sue, for that summary, glad to see us here when this was started a few years ago by citizens. Proud that we are following the appropriate steps. Recognize that this is just a feasibility, and are not making any commitments to this.  
 Roll call vote. Approved Unanimously. Motion Carried



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## 9.2b Resolution R2024-009 Accepting the Feasibility Study for a Dedicated Space for Seniors as Complete

Commissioner moved; Commissioner seconded.  
Board discussion: Echo comments made. Thank you, citizens, for those who have. We appreciate seeing seniors come; they are the most dedicated group. Get to a point of acceptance and see where we can go. Roll call vote. Approved Unanimously. Motion Carried.

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

**ITEM 10**    **Comments by Board – Thank you staff for prepping this meeting and all of the meetings last week. Enjoyed the Board retreat that Executive Director Bujacich put together. Commissioner Kingsbury will not attend the 4/16 meeting.**

**ITEM 11**    **Next Board Meetings  
Regular Meeting- April 16, 2024 Study Session at 5:30 pm and Regular Meeting at 6:00 pm at the Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335**

**ITEM 12**    **Adjournment Time: 6:20 PM**

## BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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

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

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

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

Submitted by: Robyn Readwin, Board Secretary



## DISTRICT COMMISSION MEMO

**To:** Board of Park Commissioners

**Through:** Ally Bujacich, Executive Director

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

**Date:** April 16, 2024

**Subject:** **Resolution C2024-006 Authorizing Recreation and Conservation Office Grant Applications**

### Background/Analysis

The Peninsula Metropolitan Park District is committed to providing safe and enjoyable recreational spaces for the residents of our community. PenMet Parks strategic themes include delighting and engaging the community and balanced financial accountability. Seeking grant funding to complete property acquisition, construct park improvements, develop park properties, construct park improvements, and maintain park assets meets the intent of these goals.

The Washington State Recreation and Conservation Office (RCO) offers grant funding opportunities typically in a two-year cycle with 2024 being a significant grant application year. RCO is currently accepting applications for many programs including: Washington Wildlife and Recreation Program (WWRP) Local Parks, WWRP Water Access, Aquatic Lands Enhancement Account (ALEA), Youth Athletic Facilities (YAF), Washington Wildlife and Recreation Program (WWRP) Urban Wildlife, and others with a submittal deadline of May 1, 2024. PenMet Parks desires to participate in these grant programs to the greatest extent possible as a means of obtaining additional funding to further DeMolay Sandspit Park Accessibility and Park Improvements, Narrows Park Accessibility Improvements, Fox Island Fishing Pier Access Improvements, Peninsula Gardens Park Development, Sehmel Baseball Field Turf Replacement, and Trail Property Acquisition. The Executive Director may determine to modify the application based on negotiations for the potential Trail Property acquisition.

### Funding



Grant match is available in each project's budget as approved by the Board of Park Commissioners and no additional match funding is needed to apply for the project specific grants listed above.

Staff intends to pursue an RCO grant for acquisition of the Trail property and also intends to pursue a Pierce County Conservation Futures funding in 2025 for the Trail property acquisition. If the District is successful in obtaining both an RCO grant and a Pierce County Conservation Futures grant for the Trail property acquisition, the grants would serve as match for each other and additional grant match from the Capital budget would not be needed. If one of the acquisition grants was successful, PenMet Parks funding match would be required.

### **Policy Implications/Support**

The acquisition of RCO Grant funding is supported by the following goals and objectives:

- Elevate the Community Experience.
  - PenMet Parks Serves Everyone in Our Community
  - Assess inclusion/accessibility to all aspects of service
- Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
- Create meaningful places.
- Balanced financial accountability.

### **Staff Recommendation**

Staff recommends the Board pass Resolution C2024-006 authorizing the Executive Director to prepare and submit such forms and information as is required to make applications to the Washington State Recreation and Conservation Office for DeMolay Sandspit Park Accessibility and Park Improvements, Narrows Park Accessibility Improvements, Fox Island Fishing Pier Access Improvements, Peninsula Gardens Park Development, Sehmel Baseball Field Turf Replacement, and Trail Property Acquisition.

### **Staff Contact**

If you have any questions or comments, please contact Sue O'Neill, Director of Park Services at (253) 330-2638 or via e-mail at [soneill@penmetparks.org](mailto:soneill@penmetparks.org).



# Peninsula Metropolitan Park District

## RESOLUTION C2024-006

### AUTHORIZING RECREATION AND CONSERVATION OFFICE GRANT APPLICATIONS

WHEREAS, the Peninsula Metropolitan Park District is committed to providing safe and enjoyable recreational spaces for the residents of our community; and

WHEREAS, the Washington State Recreation and Conservation Office offers grants to support property acquisition, develop park properties, construct park improvements and maintain parks; and

WHEREAS, the Washington State Recreation and Conservation Office grants that align with the mission and objectives of PenMet Parks to create and maintain recreational spaces that contribute to the overall well-being of our community; and

WHEREAS, the Washington State Recreation and Conservation Office requires signature and approval of the Washington State Recreation and Conservation Office Applicant Resolution/Authorization, attached hereto as Exhibit A, by the resolving body of the grant applicant

NOW THEREFORE BE IT

RESOLVED, that the Peninsula Metropolitan Park District hereby affirms its intent to apply for grants offered by the Washington State Recreation and Conservation Office for the DeMolay Sandspit Accessibility and Park Improvements, Narrows Park Accessibility Improvements, Fox Island Fishing Pier Access Improvements, Peninsula Gardens Park Development, Sehmel Baseball Field Turf Replacement, and Trail Property Acquisition.

IT IS FURTHER

RESOLVED, that the Board of Park Commissioners authorizes the Executive Director to sign the Washington State Recreation and Conservation Office Applicant Resolution / Authorization in substantially the form attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 16, 2024.



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Maryellen "Missy" Hill, President

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Laurel Kingsbury, Board Clerk

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Attest: Ally Bujacich



### Applicant Resolution/Authorization

Organization Name (sponsor) Peninsula Metropolitan Park District

Resolution No. or Document Resolution C2024-006A Authorizing RCO Grant Applications

Project(s) Number(s), and Name(s):

#24-1724 DeMolay Sandspit Accessibility and Park Improvements, #24-1683 DeMolay Sandspit Accessibility and Park Improvements, #24-1766 Narrows Park Accessibility Improvements, #24-1894 Fox Island Fishing Pier Access Improvements, #24- 1896 Peninsula Gardens Park Development, #24-1806 Sehmel Baseball Field Turf Replacement, #24-1868 Trail Property Acquisition

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Sue O'Neill, Director of Park Services
Project contact (day-to-day administering of the grant and communicating with the RCO)	Sue O'Neill, Director of Park Services
RCO Grant Agreement (Agreement)	Ally Bujacich, Executive Director
Agreement amendments	Ally Bujacich, Executive Director
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Ally Bujacich, Executive Director

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property



acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

- 12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
- 13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
- 14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
- 15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title Board President /Board Clerk/ Attested by Executive Di Date 4/16/24

On File at: PenMet Parks, 2416 14th Ave NW, Gig Harbor, WA 98335

This Applicant Resolution/Authorization was adopted by our organization during the meeting held: (Local Governments and Nonprofit Organizations Only):

Location: 2416 14th Ave NW, Gig Harbor, WA 98335 Date: 4/16/2024

Washington State Attorney General's Office

Approved as to form *Brian Toller* 2/13/2020  
*Assistant Attorney General* *Date*

You may reproduce the above language in your own format; however, text may not change.



# Peninsula Metropolitan Park District

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

## DISTRICT COMMISSION MEMO

**To:** Board of Park Commissioners

**Through:** Ally Bujacich, Executive Director

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

**From:** Barry Shields, Project Manger

**Date:** April 16, 2024

**Subject:** **Resolution P2024-006 Authorizing the Executive Director to Sign the Agreement for Architectural & Engineering Services for the Peninsula Gardens Master Plan with AHBL**

### Background

The Peninsula Metropolitan Park District Board of Park Commissioners passed Resolution RR2023-015 adopting the 2024 Annual Capital Budget and Capital Improvement Plan, which allocated funding for the Peninsula Gardens Master Plan. The Peninsula Gardens site is 10.59 acres and was acquired by PenMet Parks in May 2011. This property was formerly a nursery with retail and greenhouse buildings. Previous master plannings efforts and public outreach have been completed for the Peninsula Garden site and were focused on building an Indoor Recreation Center. The 2018 Master Plan included a playground, spray pad, picnic shelter and a dog park and trails.

Since the 2018 Master Plan, PenMet Parks purchased the former Performance Golf property (2416 14<sup>th</sup> Avenue NW) to develop an indoor recreation center. Phase II of the PenMet Parks Recreation Center (Rec Center) is currently under construction. With the Rec Center located at 2416 14<sup>th</sup> Avenue NW, the Peninsula Gardens master plan requires updating to determine the use(s) for the Peninsula Gardens property.

The 2024 master planning effort will include significant public outreach and District staff will work with the community and Board of Commissioners to prioritize park components and finalize the Peninsula Gardens Master Plan. The six-year Capital Improvement Plan identifies a total of approximately \$3.7 million in 2025 and 2026 for design and construction to implement the first phase of the master plan. Following completion of the 2024 Master Plan and acceptance by the Board of Commissioners, design is expected to begin in 2025.

On February 5, 2024 staff issued a Request for Qualifications to develop the Peninsula Gardens Master Plan to four firms registered on the MRSC Roster. Three statements of qualifications were received by the deadline of February 16, 2024. A selection committee was formed to evaluate submittals and identified AHBL as the most qualified firm. District staff negotiated an agreement in an amount not to exceed \$139,190.00, inclusive of Washington State Sales Tax, which is within the amount appropriated to complete the Peninsula Gardens master plan.

**Policy Implications/Support**

1. The Board approved Resolution RR2023-015 adopting the 2024 Annual Capital Budget and Capital Improvement Plan, which allocated funding for the Peninsula Gardens Master Plan.
2. Policy P10-101: Board Policy and Procedures states, in part, that the Peninsula Metropolitan Park District is accountable to its citizens for its use of public dollars.
3. Completing the Peninsula Gardens Master Plan will advance District goals and objectives, including:
  - Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
  - Create meaningful places.
  - Balanced financial accountability.

**Staff Recommendation**

Staff recommends the Board pass Resolution P2024-006 authorizing the Executive Director to sign the agreement for Architectural & Engineering Services for the Peninsula Gardens Master Plan with AHBL in an amount not to exceed \$139,190.00.

**Staff Contact**

If you have any questions or comments, please contact Sue O’Neill 253-330-2638 or via e-mail at soneill@penmetparks.org.

**Attachments:**

Exhibit A: Resolution P2024-006



# Peninsula Metropolitan Park District

## RESOLUTION NO. P2024-006

**AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE PENINSULA GARDENS MASTER PLAN WITH AHBL**

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners allocated funding for the Peninsula Gardens Master Plan Project in the 2024 Capital Budget and Capital Improvement Plan (CIP); and

WHEREAS, the Board of Park Commissioners passed Resolution RR2023-015 adopting the 2024 capital budget and capital improvement plan including the Peninsula Gardens Master Plan Project; and

WHEREAS, District staff issued a Request for Qualifications (RFQ No. 2024-6), and after review of the submittals, the Selection Committee identified AHBL as the most qualified applicant and subsequently negotiated the attached agreement in an amount not to exceed one hundred thirty-nine thousand one hundred and ninety and 00/cents (\$139,190.00);

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that the Executive Director be authorized to sign the agreement for Architectural & Engineering Services for the Peninsula Gardens Master Plan with AHBL in an amount not to exceed one hundred thirty-nine thousand one hundred and ninety and 00/cents (\$139,190.00), inclusive of applicable WSST, in substantially the form attached as Exhibit "A."

The forgoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 16, 2024.

\_\_\_\_\_  
Maryellen "Missy" Hill  
President

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

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

# Peninsula Metropolitan Park District



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 9 day of April, 2024 by and between the PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and AHBL whose address is 2215 N 30th St Ste 200, Tacoma, WA 98403 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 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.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp)

2. Scope of Services. The Consultant agrees to perform services as set forth in Exhibit A of this Agreement. All obligations and services of the Consultant undertaken pursuant to this Agreement shall be satisfactorily completed in accordance with the schedule 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 one hundred thirty-nine thousand, one hundred and ninety dollars and 00/100 cents (\$ 139,190.00) including Washington State Sales Tax. In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation.

A. 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.

B. 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.

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

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

"FUNDED BY THE PENINSULA METROPOLITAN PARK DISTRICT"

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

6. Ownership of Deliverables.

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

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

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

7. Termination.

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

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

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

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

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

District is taking reasonable steps to cure the breach; it shall have additional time to do so and the Agreement shall not terminate. Upon termination, the Consultant shall be entitled to full compensation for services rendered up to the termination date in accordance with the payment schedule and for reasonable costs and expenses associated with closing out the project.

8. Indemnification.

A. 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 services 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 covers 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 insurer 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 \$2,000,000 per accident.
- 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 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 litigation in accordance with the laws of the State of Washington. The prevailing party in any litigation arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any litigation.

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:



\_\_\_\_\_  
Ally Bujacich, Executive Director

\_\_\_\_\_  
Consultant Signature

APPROVED AS TO FORM

Address: 2215 N 30th St, Tacoma, WA 98403  
(Phone): 253-383-2422  
(E-Mail): CSkipton@AHBL.com

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

Fed Tax No.: 91-0915991

L & I Acct. No.: 331,479-00

UBI No.: 600 130 359

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

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

**Project Description**

**Purpose and Scope**

Peninsula Metropolitan Park District (“PenMet”) seeks support in community engagement and to prepare the 2024 Master Plan for the Peninsula Gardens property. The Peninsula Gardens property consists of 10.59 acres.

The site was formerly a garden nursery with retail and greenhouse buildings, a 140-car parking lot, stormwater facilities and a forested area. The existing buildings are planned to be removed. The surrounding areas are light commercial and residential. Adjacent properties are zoned Rural Sensitive Resource and Rural 5.

The Peninsula Gardens site's program and final conceptual design will be evaluated through a robust analysis, design, and public engagement process. The scope of work includes project management, public outreach, site inventory and analysis of on-site conditions and influences from adjacent properties, conceptual alternatives and a preferred design alternative that will guide future design and construction.

**Scope of Services - Outline**

The scope of work for design and planning services shall consist of the following:

- Task 1: Project Management
- Task 2: Public Outreach
- Task 3: Site Inventory and Analysis
- Task 4: Conceptual Alternatives
- Task 5: Preferred Conceptual Plan and Adoption

**Roles and Responsibilities**

**PenMet Parks**

Provide background information and data as available. Review and comment on documentation presented. Review presentation material with park staff and Park Commissioners and provide feedback as needed. Provide support and venue for public meetings.

**Consultant – Landscape Architecture**

Project management, agency coordination, public outreach, site inventory and analysis, conceptual and final master planning design, document coordination, develop opinion of probable costs, and QA/QC.

**Consultant – Land Use Planning**

Path to permitting review matrix. Attendance and support at two (2) public outreach meetings.

**Consultant – Civil Engineering**

Civil engineer, stormwater management, frontage improvements, and opinion of probable costs. Attendance at two (2) public meetings.

**General Project Assumptions**

- 1. Meetings and deliverables have been included in the Scope as outlined herein.
- 2. PenMet Parks is responsible for advertising / notifications.
- 3. Pen Met Parks is responsible for coordinating and securing venue (s) for public meetings/open houses.
- 4. PenMet Parks will coordinate fees or registration for public outreach at public events, such as Farmer Markets.
- 5. PenMet Parks will maintain a website and post materials provided by Consultant.

**Design Standards**

- 1. Electronic drawing form ACAD current version, Civil 3D current version, or PDF, or as mutually agreed.
- 2. WADOE, 2019 *Stormwater Management Manual for Western Washington*

**Schedule**

- 1. Project completion December 31, 2024, or as revised through an updated, approved schedule.

**Work Plan**

**Task 1: Project Management**

**Project Coordination:** Consultant will coordinate with PenMet Parks to ensure work products are exchange in a timely manner and completed on schedule. Coordinate with team members to discuss and distribute project data, ensure on-time deliverables.

**PenMet Staff and Project Partner Coordination Meetings:** Consultant will meet with PenMet Parks to discuss schedule, progress, and general coordination of effort. Hold twice monthly meetings at mutually agreed upon date.

**Team Coordination Meetings:** Consultant will meet with internal project team members at regular intervals as design efforts require.

**Document Management:** Consultant will manage drawings and documents.

**Project Schedule:** Consultant will provide a detailed schedule for their work elements, integrating project deliverables, meetings, and milestones in alignment with PenMet Parks overall schedule.

**Quality Assurance / Quality Control:** Consultant will conduct a quality assurance check of all deliverables prior to submittal to PenMet Parks.

**Invoicing:** Consultant will prepare and submit regular invoicing and monthly progress reports within 45 days of work completed.

**Assumptions:**

- PenMet Staff and Project Partner Coordination Meetings will be held remotely, with an allowance for approximately 50% to be held in person at PenMet Park Headquarters and will include team members as appropriate.

**Deliverables:**

- Contract Documents
- Project schedule
- Monthly Invoicing and Progress Reports
- Regular communication, agenda for Coordination Meetings and meeting notes.
- Meetings:
  - (16) Coordination Meetings
  - (6) Coordination Meetings with Project Partners

**Task 2: Public Outreach**

**Public Opinion Survey:** Consultant will prepare (1) draft and (1) final public opinion surveys formatted for PenMet website. PenMet Parks will inform community of survey link and response window. Survey will be open to the public at approximately the same time as the first and second public meetings.

**Public Outreach Meetings:** Consultant will prepare for, present at, and record comment / input from (3) public meetings.

**Public Meeting No. 1**

Consultant will:

- Present background information on site, PenMet vision and planning document perspective for this / these site(s), list of potential program elements, and early site analysis information.
- Provide photo boards showing precedent imagery, bubble diagram space requirements for selected program elements, and similar imagery to impart information and elicit conversation about preferences and concerns from the public.
- Provide all deliverables to PenMet to upload onto the website project page to solicit input from those who cannot attend in-person event. Record input and assemble in a summary format.

**Public Meeting No. 2**

Consultant will:

- Present a range of concept alternatives based on public input from Meeting #1 and input from PenMet.
- Provide plans, sections and diagrams as needed, photo boards showing precedent!
- imagery, potential phasing and / or overlap of facilities, and other aspects of the plans that will be informative to elicit opinion.
- Provide all deliverables to PenMet to upload onto the project page to solicit input from those who cannot attend the in-person event. Record input and assemble in a summary format.

**Public Meeting No. 3**

Consultant will:

- Present a range of draft preferred plans based on public input from Meeting No. 2, input from PenMet and online voting.
- Provide plans, sections and diagrams as needed, photo boards showing precedent

imagery, potential phasing and / or overlap of facilities, and other aspects of the plans that will be informative to elicit opinion.

- Provide all deliverables to PenMet to upload onto the project page to solicit input from those who cannot attend the in-person event. Record input and assemble in a summary format.

**Community Outreach/Pop-Up Events:** in coordination with PenMet, the Consultant will coordinate and prepare presentation material for up tables at existing community events or pop-up events. Consultant will attend and table two (2) community events.

**Communication:**

- Website: Consultant will provide materials in support of PenMet’s management of the project webpage.
- Mailings / Distribution: by PenMet, if desired.

**Public Outreach Summary:** Consultant will prepare Summary of process, input, and survey results in a technical memorandum format.

**Assumptions:**

- PenMet to coordinate venue and any associated costs.
- PenMet is responsible for managing project webpages and upload of presentation exhibits.
- PenMet is responsible for administering survey(s).
- PenMet is responsible for distributing survey output report to Consultant for summary memo.
- Consultant is responsible for materials development and analysis of data from survey.
- PenMet attendance at pop-up events. Documents/illustrative exhibits for the pop-up events anticipated to be the same as those documents for public meetings. No new exhibits anticipated.

**Deliverables:**

- Illustrative materials for in-person and online outreach
- General public meeting support material may include large format boards.
- Public Outreach Summary Meetings:
- (3) Public Meetings with six (6) Consultant staff.
- (2) Community Outreach and Pop-up Events which will be a minimum of 4 hours each and staffed with two Consultant team members.

**Task 3: Site Inventory and Analysis**

**Data/Document Review:** Review available documentation as provided by the PenMet and through publicly available information. Meet with Pierce County and/or PenMet maintenance staff to complete data gathering effort.

**Site Visits:** Perform site visits to review existing conditions and determine operational/physical constraints and opportunities. Supplement mapped base with observational information.

**Comprehensive Site Analysis:** Consolidate information from team (see subtasks below) and identify key issues, operational/physical constraints, and opportunities. Provide in graphic form site analysis for use by PenMet staff and in Public Meeting #1. Summarize key points of analysis and recommendations in a technical memorandum.

**Stormwater and Utility Analysis and Reporting:** Assess and report on stormwater requirements based on regulatory requirements and site conditions (TDA's, etc.). Review available water and sewer utility. Information and report on constraints and known requirements for upgrades. Provide summary technical reports and mapping to inform Comprehensive Site Analysis drawings and narrative.

**Frontage Improvement Analysis and Reporting:** Meet with PenMet staff to discuss requirements of frontage improvements within the project limit. Coordinate informational discussion with Pierce County. Document a summary of understanding in a brief technical memo format.

**Critical Areas Analysis:** Review existing critical areas information. Incorporate approximate areas of impact into site analysis and identify potential impacts to site.

**Sports Field Suitability Assessment:** Review site conditions to determine the range of sports field options (and overlays) that might reasonably be considered for the flatter areas of the site. Provide data (AutoCAD templates) to inform field size and clearance zones for specific sports program elements as appropriate. Provide input on subdrainage considerations relative to surfacing, overlay options, and known utility connections. Provide consultation on "test fits" and various layout options including opinions on safety, suitability, conflict avoidance, and constructability.

**Existing Concrete Foundation Reuse Suitability Assessment:** Review existing concrete foundations suitability for reuse. Overlay various hard-court sports. Layout options and review in terms of safety, suitability, conflict avoidance, and constructability.

**Code and other Regulatory Considerations:** Review current Pierce County code requirements and other regulatory constraints or implications of new project development. Provide summary technical report and mapping to inform Comprehensive Site Analysis drawings and narrative.

**Assumptions:**

- PenMet to provide available / current documentation that will help to inform site analysis, constraints, and opportunities.
- Based on preliminary research the site does not have indication of possible geologic hazard areas, erosion, landslide, steep slope, or seismic zones. No documentation will be provided for geologically hazardous areas as part of the site analysis.

**Deliverables:**

- (1) Draft and (1) Final graphics and technical reports as noted herein
- Illustrative materials for in-person and online outreach include site analysis, opportunities / constraints, and aerial mapping.
- Consolidated technical memorandum.
- Meetings:
  - Internal team coordination meetings as needed – virtual.

**Task 4: Conceptual Alternatives**

**Conceptual Alternative Development:** Develop and illustrate up to three (3) draft concept alternatives incorporating information and recommendations from public outreach and analysis efforts. Collaborate with PenMet and Project Partners as these are being developed. Provide graphic form for review by PenMet staff. Utilize precedent photographic imagery as appropriate. Summarize key differences in concepts in a memorandum or matrix form.



**Planning Level Cost Opinions:** Develop planning level cost opinions for each of three (3) conceptual alternatives. The purpose is primarily for a rough order of magnitude cost comparison between conceptual alternatives.

**Review Meetings:** Attend one (1) PenMet meeting during this process for review/comment of plans, memorandum or matrix, and cost opinion. Provide summary response to comments. Other meetings to present drafts and final documents are assumed to be incorporated into PenMet Staff Coordination meetings.

**Deliverables:**

- (1) Draft and (1) Final graphics and memorandum / matrix and cost opinion
- Illustrative materials for in-person and online outreach include conceptual alternatives plans and memorandum / matrix.
- Meetings:
  - Internal team coordination meetings as needed – in person for design collaboration and virtual.

**Task 5: Preferred Conceptual Plan and Adoption**

**Preferred Conceptual Plan:** Develop and illustrate one (1) draft preferred conceptual plan incorporating PenMet, Project Partners, stakeholder, and public comments on conceptual alternatives plans. Collaborate with PenMet as this preferred plan is being developed. Provide graphic form for review by PenMet staff. Utilize precedent photographic imagery as appropriate.

**Final Preferred Conceptual Plan:** Revise and finalize graphics, sketches, perspective rendering, and photo imagery based on input from PenMet Staff. These final graphics will be in a format for the PenMet to post online.

**Planning Level Cost Opinion:** Develop planning level cost opinion with recommendations for phasing for preferred conceptual plan.

**Review Meetings:** Attend one (1) PenMet meeting during this process for review/comment of plans and cost opinion.

**PenMet Board Meetings:** Attend two (2) meetings to present draft and final documents.

**Deliverables:**

- (1) Draft and (1) Final graphics and cost opinion
- Illustrative materials will be in a format for the PenMet to post online.
- (1) Perspective rendering of preferred plan
- Meetings:
  - Two (2) meeting in addition to PenMet Staff Coordination Meetings
  - Internal team coordination meetings as needed – in person for design collaboration and virtual.



# DISTRICT COMMISSION MEMO

**To:** Board of Park Commissioners

**Through:** Ally Bujacich, Executive Director

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

**Date:** April 16, 2024

**Subject:** Resolution P2024-007 Authorizing the Executive Director to Sign the Construction Contract for Parking Lot Pavement Upgrades with Eagle Asphalt Sealcoating Co., LLC

### Background/Analysis

The Board of Park Commissioners passed Resolution RR2023-015 on November 21, 2023 approving the 2024 Capital Budget and Capital Improvement Plan, including the appropriation of \$182,000 for the Parking Lot Pavement Upgrades project. The project will address deteriorated pavement as needed to extend the life at Sehmel Homestead Park, Fox Island Fishing Pier and the PenMet Parks Administration Building. Pavement markings will also be included in the project.

### Bid Process

PenMet Parks issued an Invitation to Bid for the parking lot upgrades on March 20, 2024 to ten companies on the MRSC Small Works Roster. Sealed bids were due by 2 p.m. on April 5, 2024. Two bids were received. The lowest responsive and responsible bidder was identified as Eagle Asphalt Sealcoating Co., LLC. Bids received are listed below.

Bidder	Amount
Eagle Asphalt Sealcoating Co., LLC	\$83,152.88
Lakeridge Paving Company	\$200,701.60

### Budget Analysis

The lowest bid received for the Parking Lot Pavement Upgrades project was within the amount appropriated in the adopted 2024 Capital Budget of \$182,000. The lowest



responsible and responsive bid of \$83,152.88, including WSST, falls within the approved project budget.

### **Policy Implications/Support**

1. The Board approved Resolution RR2023-015 adopting the 2024 Capital Budget and Capital Improvement Plan, including the Parking Lot Pavement Upgrades project.
2. Completing the Parking Lot Pavement Upgrades project will advance District goals and objectives, including:
  - a. Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
  - b. Balanced financial accountability.

### **Staff Recommendation**

Staff recommend the Board pass Resolution P2024-007 authorizing the Executive Director to execute a construction agreement with Eagle Asphalt Sealcoating Co., LLC for the Parking Lot Pavement Upgrades project.

### **Staff Contact**

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

### **Attachments:**

Exhibit A: Resolution P2024-007



# Peninsula Metropolitan Park District

## RESOLUTION NO. P2024-007

### AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE CONSTRUCTION CONTRACT FOR PARKING LOT UPGRADES WITH EAGLE ASPHALT SEALCOATING CO., LLC

WHEREAS, the Board passed Resolution RR2023-015 on November 21, 2023 approving the 2024 Capital Budget and Capital Improvement Plan, including the appropriation of \$182,000 for the Parking Lot Pavement Upgrades project; and

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

WHEREAS, PenMet Parks issued an Invitation to Bid March 20, 2024, and held a bid opening on April 5, 2024, and the lowest responsive and responsible bidder was identified as Eagle Asphalt Sealcoating Co., LLC; and

WHEREAS, the lowest bid received for the Parking Lot Pavement Upgrades project is within the amount appropriated in the adopted 2024 Capital Budget;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the construction contract with Eagle Asphalt Sealcoating Co., LLC for the base bid amount of Eighty-three Thousand One Hundred and Fifty-two and 88/100 Dollars (\$83,152.88), including WSST, in substantially the form attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioner Peninsula Metropolitan Park District held on April 16, 2024.

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

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

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

# Peninsula Metropolitan Park District

## PROJECT CONTRACT FOR WORK AWARDED FROM SMALL WORKS ROSTER

(Work Less Than \$300,000)

**This AGREEMENT** is made as of the 8 day of April 2024 between the Peninsula Metropolitan Park District ("PenMet Parks" or "Owner"), (address), and Eagle Asphalt Sealcoating Co., LL, ("Contractor").

A general description of the Project is:

The Contractor shall perform the necessary work to perform pavement maintenance services including cleaning and preparation, crack seal, seal coating and re-stripping the lot for vehicle parking, no parking areas and painting the curbs for the fire/no parking lanes at Sehmel Homestead Park, Fox Island Fishing Pier Park, Narrows Park and the Community Recreation Center Parking lots.

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

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

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

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

**2.1** The date of commencement of the Work (the date from which the Contract Time is measured) shall be the date established in a notice to proceed issued by the Owner, unless a different date is stated below:

**2.2** The Contractor shall achieve Substantial Completion of the entire Work no later than 15 September 2024 and Final Completion no later than 15 September 2024, subject to adjustments of the Contract Time as provided in the Contract Documents.

**2.3** Liquidated damages, if any, shall be \$ 0 per day for each calendar day after the Contract Time that Substantial Completion is not attained, and shall be paid to the Owner.

**ARTICLE 3  
CONTRACT SUM**

**3.1** Owner shall pay the Contractor for the Contractor’s performance of the Contract the Contract Sum of eighty-three thousand one hundred fifty-two and 88/100 Dollars (\$83,152.88), including WSST and bonding, subject to additions and deductions as provided in the Contract Documents.

The contract sum has been derived from the contractor’s bid to Owner dated 5 April 2024, and is made up of the following components: |

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

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

**3.4** Allowances, if any, are as follows:  
N/A.

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

N/A HVAC (heating, ventilation, and air conditioning)

N/A Plumbing as described in chapter 18.106 RCW.

N/A Electrical as described in chapter 19.28 RCW.

**ARTICLE 4  
PAYMENT**

**4.1** Owner will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor and per Article 15. Owner will schedule final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed and the Owner’s Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.

**4.2** Payments due and unpaid under the Agreement shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.

**ARTICLE 5  
PERMITS AND FEES**

**5.1** The Owner will secure and pay for the cost of any required building permit. The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

5.2 The Contractor shall secure and pay, as a part of the Contract Sum, for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work.

**ARTICLE 6  
PROPERTY INSURANCE**

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

6.2 Upon the occurrence of an insured loss, the Owner shall have the power to adjust and settle any loss with the insurers.

**ARTICLE 7  
ENUMERATION OF CONTRACT DOCUMENTS**

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

7.1 PenMet Parks Invitation to Bid Number 2024-2 and all of the terms and conditions incorporated therein.

7.2 PenMet Parks Purchase Order Number N/A.

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

7.4 Any Supplementary and other Conditions of the Agreement.

7.5 The Specifications as follows:

<u>Section</u>	<u>Title</u>	<u>Pages</u>
	See Exhibit A.	

7.6 The Drawings as follows:

<u>Number</u>	<u>Title</u>	<u>Date</u>
	See Exhibit A.	

7.7 The Addenda (if any) as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
N/A	N/A	N/A

**7.8** Department of Labor and Industries Prevailing Wage Rates for Pierce  
County: \_\_\_\_\_ Effective Date: \_\_\_\_\_

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

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

PENINSULA METROPOLITAN PARK DISTRICT

CONTRACTOR

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

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

CLIENT

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



# GENERAL CONDITIONS

## ARTICLE 8 THE CONTRACT DOCUMENTS

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

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

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

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

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

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

## ARTICLE 9 ADMINISTRATION OF THE AGREEMENT

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

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

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

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

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

## ARTICLE 10 THE CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.13 Prevailing Wages.**

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

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

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

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

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

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

**ARTICLE 11  
SUBCONTRACTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 14** **TIME**

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

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

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

#### **ARTICLE 15** **PAYMENTS AND COMPLETION**

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

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

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

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

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

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

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

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

### 15.5 Substantial Completion.

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

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

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

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

.2 consent of surety to final payment,

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

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

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

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

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

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

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

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

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

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

**15.7 Waivers.**

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

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

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

**15.8 Retainage.**

15.8.1 Progress Payments:

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

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

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

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

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

**ARTICLE 16  
PROTECTION OF PERSONS AND PROPERTY**

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

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

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

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



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

## **ARTICLE 17 INSURANCE AND BONDS**

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

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

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

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

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

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

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

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

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

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

### **17.2 Property Insurance.**

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

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

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

## 17.4 Payment and Performance Bond.

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

## ARTICLE 18 CORRECTION OF WORK

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

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

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20.4 Effects of Termination.**

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

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

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

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

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

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

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

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

End of Section



**PenMet Parks**  
Parks For All. Parks For Life.

**Peninsula Metropolitan Parks District  
2024-2-Parking Lot Pavement Maintenance**

Peninsula Metropolitan Parks District  
2416 14<sup>th</sup> Ave NW  
Gig Harbor, WA 98335

**Exhibit A**

**Scope of Work**



# 2024-2-Parking Lot Pavement Maintenance Exhibit A

<u>Section</u>	<u>Table of Contents</u>	<u>Page No.</u>
1.0	Scope of Work.....	1
2.0	Drawings .....	2
3.0	Specifications .....	2

### List of Appendices

Appendix A – Drawings

Appendix B – Schedule of Values

Appendix C – Sample Small Works Roster Contract

## 1.0 Scope of Work

The Project Scope of Work includes asphalt pavement maintenance (i.e., crack seal, seal coat, curb painting and striping) at the following locations: Sehmel Homestead Park, Fox Island Fishing Pier, and Narrows Park as well as at the Community Recreation Center Administration parking lots.

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

### Task 100 – Project Management

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

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

#### Deliverables:

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

#### Assumptions:

- a) None.

### Task 200 – Sehmel Homestead Park Road and Parking Lot System

The Contractor shall perform the necessary work to perform pavement maintenance services including cleaning and preparation, crack seal, seal coating and re-stripping the lot for vehicle parking, no parking areas and painting the curbs for the fire/no parking lanes. The new markings will be a like for like or replacement in kind with the exception of the entry drive to the Operations and Maintenance Building will add fire lane marking and curb painting on both sides for the entire length. (see **Section 4.0**).

#### Deliverables:

- a) Well maintained parking lot surface, striping and curb markings.

#### Assumptions:

- a) No pavement requires replacement.
- b) The Park will remain open during construction. Individual parking lots and drives will be blocked off and performed in sections.

### Task 300 – Fox Island Fishing Pier Park Parking Lot

The Contractor shall perform the necessary work to perform pavement maintenance services including crack seal, seal coating and re-stripping the lot for vehicle parking, no parking areas and painting the curbs for the fire and no parking lanes. The new markings will be a like for like or replacement in kind, (see **Section 4.0**).

**Deliverables:**

- b) Well maintained parking lot surface, striping and curb markings.

**Assumptions:**

- a) No pavement requires replacement.
- b) Pavement work will be performed after the vehicle gate is replaced.
- c) The Park will remain open during construction. Individual parking lots and drives will be blocked off and performed in sections.

**Task 400 – Narrows Park Parking Lot**

The Contractor shall perform the necessary work to perform pavement maintenance services including crack seal, seal coating and re-stripping the lot for vehicle parking, no parking areas and painting the curbs for the fire and no parking lanes. The new markings will be a like for like or replacement in kind, (see **Section 4.0**).

**Deliverables:**

- c) Well maintained parking lot surface, striping and curb markings.

**Assumptions:**

- a) The Park will be closed during construction.
- b) Well maintained access road surface.

**Assumptions:**

- a) The Park will be closed during construction.

**Task 500 – Community Recreation Center Administration Parking Lot**

The Contractor shall perform the necessary work to perform pavement maintenance services including crack seal, seal coating and re-stripping the lot for vehicle parking, no parking areas and painting the curbs for the fire and no parking lanes. The new markings will be a like for like or replacement in kind, with the exception of the entry drive to the southern end of the Mini Golf Course will add fire lane marking and curb painting on both sides for the entire length, (see **Section 4.0**).

**Deliverables:**

- a) Well maintained parking lot surface, striping and curb markings.

**Assumptions:**

- a) No pavement requires replacement.
- b) Pavement work will be performed after the vehicle gate and new stormwater conveyance has been installed.
- c) The parking lot will remain open during construction. Individual parking lots and drives will be blocked off and performed in sections.



## 2.0 Drawings

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

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

### **3.0 Specifications**

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



## 2024-2-Parking Lot Pavement Maintenance Exhibit A

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### Appendix A – Drawings



**2024-2-Parking Lot Pavement Maintenance  
Exhibit A**

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Appendix B – Schedule of Values



## 2024-2-Parking Lot Pavement Maintenance Exhibit A

Task No.	Task Description	Cost (\$)	Comments
100	Project Management	\$3,000.00	
200	Sehmel Park – Parking Lot and Road System	\$32,490.00	
300	Fox Island Fishing Pier Park – Parking Lot	\$9,158.00	
400	Narrows Park –Parking Lot	\$6,932.00	
500	CRC Admin. Bldg. – Parking Lot	\$20,622.00	
600	Tax	\$6,426.00	
700	Bond	\$4,525.00	
	<b>TOTAL</b>	<b>\$83,152.88</b>	

Unit Cost

Sub-Task No.	Task Description	Basis	Cost	Unit Cost Bid Price
10	Preparation and Cleaning	foot	\$/sq-	\$0.28
20	Crack Filling	foot	Linear	\$1.00
30	Seal coating	foot	\$/sq-	\$0.28
40	Pavement Striping	foot	Linear	\$0.96
50	Speed Bumb Striping	foot	Linear	\$16.25
60	Curb Striping	foot	Linear	\$0.75
70	Handicap parking space striping	sum	Lump	\$17.00
80	Pedestrian Crosswalk striping	foot	Linear	\$0.75



## DISTRICT COMMISSION MEMO

**To:** Board of Park Commissioners

**From:** Ally Bujacich, Executive Director

**Date:** April 16, 2024

**Subject:** **Resolution R2024-010 Adopting the 2025 Goals and Objectives**

### Background/Analysis

The annual Board retreat was held on March 30, 2024. One of the primary purposes of the retreat was to prioritize strategic goals and objectives for 2025 in advance of the development and adoption of the 2025 annual operating and capital budgets.

Board Policy P10-101 provides that PenMet Parks is accountable to its citizens for use of public dollars, and must use its limited financial resources wisely to ensure adequate funding to support the services, facilities, and infrastructure needed to meet the community's current and future needs. Clear prioritization of the District's goals and objectives is essential to effectively and consistently assigning the resources needed to advance the District's mission, vision, and strategic objectives.

The goals established during the Board retreat advance the District's five-year Strategic Plan that was adopted on January 3, 2023; the Parks, Recreation, and Open Space Plan that was adopted on October 17, 2023; the Fees and Services Assessment that was adopted on May 2, 2023; policy direction; and other District priorities.

2025 goals include:

1. Identify ways to uniquely promote PenMet Parks and find ways to create memorable programs and services.
2. Develop a strategic approach to diversity, equity, and inclusion by identifying key areas of needed focus such as pricing of services, proximity to services, and underrepresented population segments.
3. Utilize information and software to support data-driven decision-making.
4. Develop and grow alternative revenue sources including grants, sponsorships, pricing of services, and corporate support.
5. Establish and implement a framework for continuous process improvement.
6. Utilize tools to support effective communication between internal stakeholders to provide the optimal level of service.



7. Develop Key Performance Indicators (KPIs) throughout the organization and create incentives for meeting or exceeding goals.

2025 is the third year of PenMet Parks' 2023-2027 five-year strategic plan, and each of the above-listed goals is identified as a medium-term initiative in the strategic plan. In addition to the 2025 goals, the District will continue to advance the strategic goals and objectives that were identified as priorities during the first two years of the plan in 2023 and 2024.

From time to time the Executive Director may recommend adjustments to the goals and objectives based on internal or external factors.

### **Policy Implications/Support**

1. The District has adopted the policies contained in the Peninsula Metropolitan Park District Policy Manual.
2. The Board passed Resolution RR2022-012 adopting the Strategic Plan.
3. The Board passed Resolution RR2023-007 adopting the Fees and Services Assessment.
4. The Board passed Resolution RR2023-012 adopting the Parks, Recreation, and Open Space Plan.

### **Staff Recommendation**

Staff recommends the Board pass Resolution R2024-010 adopting the 2025 goals and objectives.

### **Staff Contact**

If you have any questions or comments, please contact Ally Bujacich at (253) 858-3400 or via e-mail at [executivedirector@penmetparks.org](mailto:executivedirector@penmetparks.org).

### **Attachments:**

Exhibit A: Resolution R2024-010





# Peninsula Metropolitan Park District

## RESOLUTION NO. R2024-010

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### ADOPTING THE 2025 GOALS AND OBJECTIVES

WHEREAS, Peninsula Metropolitan Park District (PenMet Parks) was formed in 2004 by a vote of the people and is authorized to deliver parks and recreation services under RCW 35.61; and

WHEREAS, Board Policy P10-101 states, in part, that PenMet Parks is accountable to its citizens for use of public dollars, and the limited financial resources of PenMet Parks must be wisely used to ensure adequate funding to support the services, public facilities, and infrastructure necessary to meet the community’s present and future needs; and

WHEREAS, the Executive Director assessed the District’s needs related to its mission, vision, and adopted strategic plan and recommended certain priority goals and objectives within available resources to advance the mission, vision, and strategic objectives; and

WHEREAS, the Board of Park Commissioners participated in a Board retreat on March 30, 2024, during which the priority goals and objectives were established;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that PenMet Parks adopts the 2025 goals and objectives attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 16, 2024.

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Maryellen “Missy” Hill, Board President

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Laurel Kingsbury, Board Clerk

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Attest: Ally Bujacich

# 2025 goals

Delight and engage the community	<ol style="list-style-type: none"><li>1. Identify ways to uniquely promote PenMet Parks and find ways to create memorable programs and services.</li><li>2. Develop a strategic approach to diversity, equity, and inclusion by identifying key areas of needed focus such as pricing of services, proximity to services, and underrepresented population segments.</li></ol>
Balanced financial accountability	<ol style="list-style-type: none"><li>3. Utilize information and software to support data-driven decision-making.</li><li>4. Develop and grow alternative revenue sources including grants, sponsorships, pricing of services, and corporate support.</li></ol>

# 2025 goals

## Operational excellence

5. Establish and implement a framework for continuous process improvement.
6. Utilize tools to support effective communication between internal stakeholders to provide the optimal level of service.
7. Develop Key Performance Indicators (KPIs) throughout the organization and create incentives for meeting or exceeding goals.

# Goal 1: Identify ways to uniquely promote PenMet Parks and find ways to create memorable programs and services

Objective	Description	Priority
1A	Utilize PenMet Parks' unique natural assets in new and creative ways to provide memorable programs and services	High
1B	Utilize the planned recreation center to provide memorable programs and services	High
1C	Enhance communication to build awareness and trust	High
1D	Expand programs for families	Medium

Theme: Delight and engage the community | Objective: Provide innovative experiences

## 1A: Utilize PenMet Parks' unique natural assets in new and creative ways to provide memorable programs and services

- Continue work initiated in 2024 to expand artwork in parks:
  - Work with community partners to explore outdoor art installations at one or more parks. Consider diverse park locations.
  - Develop a program to fund art in capital projects. \$25,000 to support art installation at a park(s) is included in the draft 2025 CIP.
  - Consider how art could be integrated with innovative recognition opportunities for donors, volunteers, and other stewards of the District.
- Expand outdoor programs such as yoga in the park to utilize available space and to meet community demand.

**Theme:** Delight and engage the community | **Objective:** Provide innovative experiences  
**Goal:** Identify ways to uniquely promote PenMet Parks and create memorable programs and services

## 1A: Utilize PenMet Parks' unique natural assets in new and creative ways to provide memorable programs and services (continued)

- Take steps to enhance passive recreation opportunities:
  - Create and implement trail maintenance standards.
  - Develop a plan to deploy interpretive signage with QR codes throughout parks to be implemented in 2025-2026. Research existing signs. Explore existing and new partnerships.
  - Develop a plan for trail map app with QR codes for park visitors to be implemented in 2026-2027.
  - During capital planning, incorporate natural areas and unique ecological features into the park and open space system to maintain biodiversity, protect threatened species, conserve significant natural resources, and retain migration corridors unique and important to local wildlife (PROS Plan objective 2.13).

**Theme:** Delight and engage the community | **Objective:** Provide innovative experiences  
**Goal:** Identify ways to uniquely promote PenMet Parks and create memorable programs and services

## 1B: Utilize the planned recreation center to provide memorable programs and services for all ages

- Implement new sports and fitness offerings at the recreation center:
  - Expand programs for all ages and abilities with an emphasis on adult sports and fitness programs.
- Explore event and community engagement opportunities at the recreation center:
  - Consider moving Family Fun Fest with Bike Bash to the recreation center.
  - Survey the community to define interests and needs.
  - Work with partners to activate the recreation center.
- Balance recreation program offerings with facility rental offerings at the recreation center to meet established cost recovery goals:
  - Track cost recovery and community feedback. Be prepared to make adjustments to programs, rentals, and drop-in use the during the first few years of operations to meet community goals.

**Theme:** Delight and engage the community | **Objective:** Provide innovative experiences  
**Goal:** Identify ways to uniquely promote PenMet Parks and create memorable programs and services

## 1C: Enhance communication solutions to build awareness and trust

- Consistently and strategically educate residents regarding the vast opportunities to enjoy recreation within the community, promote PenMet Parks' brand and mission, foster trust with residents and key leaders by supplying information about PenMet Parks' progress, projects, and goals, and support program participation and District revenue goals (PROS Plan objective 1.3).
- Identify and implement new strategies to reach underrepresented population segments such as marketing at movie theaters, busses, with community partners, and through using various electronic and physical assets.
- Continue to build the portfolio of photography, videography, and collateral. Implement visuals on the website and through other marketing channels.

**Theme:** Delight and engage the community | **Objective:** Provide innovative experiences  
**Goal:** Identify ways to uniquely promote PenMet Parks and create memorable programs and services



## 1C: Enhance communication solutions to build awareness and trust (continued)

- Leverage opportunities for outreach and community feedback at special events that promote community awareness and engagement, social opportunities, and pride in local heritage, parks, and community (PROS Plan objective 4.7):
  - Market PenMet Parks at events and partner events to reach a broad population.
  - Implement targeted marketing campaigns to meet or exceed event attendance goals.
- Identify staff resources to activate at least one formal advisory committee to advise the Board in matters of importance to the community.
  - A Senior Council will be activated in 2024.
  - An Adaptive and Specialized Recreation Advisory Council will be activated in early 2025.
  - In late 2025, if feasible, activate a Health and Well-Being Advisory Committee (youth programs, adult programs, sports and fitness, arts, special events, facility use, art in parks).
- Collaborate with community partners to provide coordinated resources for services to help meet community needs.

**Theme:** Delight and engage the community | **Objective:** Provide innovative experiences  
**Goal:** Identify ways to uniquely promote PenMet Parks and create memorable programs and services

## 1D: Expand programs for families

- Expand family programming to meet community need within available resources:
  - Determine community interest and resources needed to support additional family programming.
  - Explore opportunities for low-cost programs.

**Theme:** Delight and engage the community | **Objective:** Provide innovative experiences  
**Goal:** Identify ways to uniquely promote PenMet Parks and create memorable programs and services

# Goal 2: Develop a strategic approach to DEI by identifying key areas of needed focus such as pricing of services, proximity to services, and underrepresented population segments

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Objective	Description	Priority
2A	Take measurable steps to reduce barriers to access	High
2B	Provide more equitable access to recreation opportunities through partnerships, programs, and strategic development and acquisition planning	High

---

Theme: Delight and engage the community | Objective: PenMet Parks serves everyone in our community

## 2A: Take measurable steps to reduce barriers to access

- Advance transportation solutions:
  - Confirm the feasibility to purchase and operate a recreation vehicle to support mobile recreation services and trips. Funding is included in the draft 2025 CIP for a passenger van.
  - Explore partnerships to provide transportation services.
- Raise awareness of the District's financial assistance program to increase utilization:
  - Activate a provider's network to foster regular communication and raise awareness of financial assistance and other wrap-around resources.
  - Consider re-branding the financial assistance program to be more accessible.
  - Revisit tiered awards to meet different levels of need.
  - Establish long-range goals for the program to assist with budget development and performance tracking, and develop a plan to achieve goals.

**Theme:** Delight and engage the community | **Objective:** PenMet Parks serves everyone in our community  
**Goal:** Develop a strategic approach to DEI

## 2A: Take measurable steps to reduce barriers to access (continued)

- Explore becoming a Department of Development Administration (DDA) provider to allow program participant to access DDA funds. Evaluate the benefits and cost of the program.
- Use 2024 data to assess program pricing and cost recovery targets. Adjust as needed to ensure program affordability and maintain participation levels.
- Assess the need for inclusion services in youth programs and develop an actionable plan as appropriate.

**Theme:** Delight and engage the community | **Objective:** PenMet Parks serves everyone in our community  
**Goal:** Develop a strategic approach to DEI

## 2B: Provide more equitable access to recreation opportunities through partnerships, programs, and strategic development and acquisition planning

- Continue to explore and build strategic partnerships to advance the District's mission and our community's goals. The 2023 needs assessment shows a desire for aquatic programming and a need for additional youth, adult, and senior programs (PROS Plan objective 4.2).
- Utilize 2024 mobile recreation program data to develop short-term and medium-term goals.
- Take steps to advance the recommendations contained in the Tacoma-Pierce County State of Play report.

**Theme:** Delight and engage the community | **Objective:** PenMet Parks serves everyone in our community  
**Goal:** Develop a strategic approach to DEI

## 2B: Provide more equitable access to recreation opportunities through partnerships, programs, and strategic development and acquisition planning (continued)

- Advance adopted level of service goals to provide four high-quality, desirable recreation components within a 3-mile service area within District boundaries:
  - During capital planning, prioritize completion of projects in underserved geographic areas.
  - Plan for strategic property acquisitions in underserved geographic areas.
- Identify accessibility improvements needed at parks and develop an ADA Accessibility Implementation Program.
- Complete implementing uniform and accessible wifi at all developed parks and facilities.

**Theme:** Delight and engage the community | **Objective:** PenMet Parks serves everyone in our community  
**Goal:** Develop a strategic approach to DEI

## Goal 3: Utilize information and software to support data-driven decision-making

Objective	Description	Priority
3A	Use technology to collect and analyze data for informed decision-making and process improvement	High
3B	Use technology to improve individual and work group productivity	High

Theme: Balanced financial accountability | Objective: Develop optimal level of service



## 3A: Use technology to collect and analyze data for informed decision-making and process improvement

- Utilize asset management software including Asset Essentials and Capital Predictor to manage deferred maintenance by prioritizing and tracking annual preventative maintenance needs.
- Utilize ActiveNet HUB to develop reports and dashboards:
  - Reports will help guide program and budget decisions by providing participation levels, program trends, and facility utilization rates.
  - Reports will inform staff on utilization rates for each area.
  - Provide robust staff training.
  - Once integrated, automated reports will create staff efficiencies.

**Theme:** Balanced financial accountability | **Objective:** Develop optimal level of service  
**Goal:** Utilize information and software to support data-driven decision-making

## 3A: Use technology to collect and analyze data for informed decision-making and process improvement (continued)

- Utilize Bloomerang to manage the District's stewardship goals, including volunteerism.
- Use tools and dashboards to create reports and communicate information with stakeholders, Committees, and our community.
- Explore technology solutions to more efficiently gain insight into park visitation data and trends to assist with asset management and capital planning.

**Theme:** Balanced financial accountability | **Objective:** Develop optimal level of service  
**Goal:** Utilize information and software to support data-driven decision-making

## 3B: Use technology to improve individual and work group effectiveness

- Continue to take steps to advance the District's policy to improve individual and workgroup productivity by investing in technology and other efficiency tools (Policy P40-101: Comprehensive Financial Management Policy).
- Evaluate and deploy where feasible:
  - More robust payroll software with appropriate functionality to meet the District's current and future needs.
  - HRIS software.
  - More comprehensive financial management software with appropriate functionality to meet the District's current and future needs. Consider electronic approvals and integration between registration and financial software.
  - Password management software and license upgrades to increase security.
- Issue an RFP for registration software in 2025 or 2026 (deferred from 2023).

**Theme:** Balanced financial accountability | **Objective:** Develop optimal level of service  
**Goal:** Utilize information and software to support data-driven decision-making

# Goal 4: Develop and grow alternative revenue sources including grants, sponsorships, pricing of services, and corporate support

Objective	Description	Priority
4A	Advance the PenMet Parks foundation to cultivate broad private philanthropic engagement	High
4B	Secure public funding to support parks, facilities, and renovations	High
4C	Explore funding strategies to support the District's long-range capital plan	High

Theme: Balanced financial accountability | Objective: Strategically utilize assets to reach full potential

## 4A: Advance the PenMet Parks foundation to cultivate broad private philanthropic engagement

- Build on work completed in 2024 to strengthen a charitable foundation to support PenMet Parks (PROS Plan objective 1.7). Areas of focus include:
  - Develop a short, medium, and long-range business and operations plan for the foundation.
  - Continue to prioritize private foundation grants.
  - Take steps to build lasting relationship with supporters through stewardship, fundraising events, campaigns, and foundation programs such as planned giving.
  - Expand sponsorships to support PenMet Parks' programs and financial assistance. Increase sponsorships by 20% in 2025.
  - Continue to expand relationships with the corporate community. Focus on stewardship and expanding community involvement through partnerships and sponsorships.

**Theme:** Balanced financial accountability | **Objective:** Strategically utilize assets to reach full potential  
**Goal:** Develop alternative revenue sources including grants, sponsorships, pricing, and corporate support

## 4A: Advance the PenMet Parks foundation to cultivate broad private philanthropic engagement (continued)

- Define a process to welcome stewards, including steps such as introductions, park tours, and a path to engagement to engage more people with the District and enhance communication and engagement. Include the process in employee and commissioner onboarding.

**Theme:** Balanced financial accountability | **Objective:** Strategically utilize assets to reach full potential  
**Goal:** Develop alternative revenue sources including grants, sponsorships, pricing, and corporate support

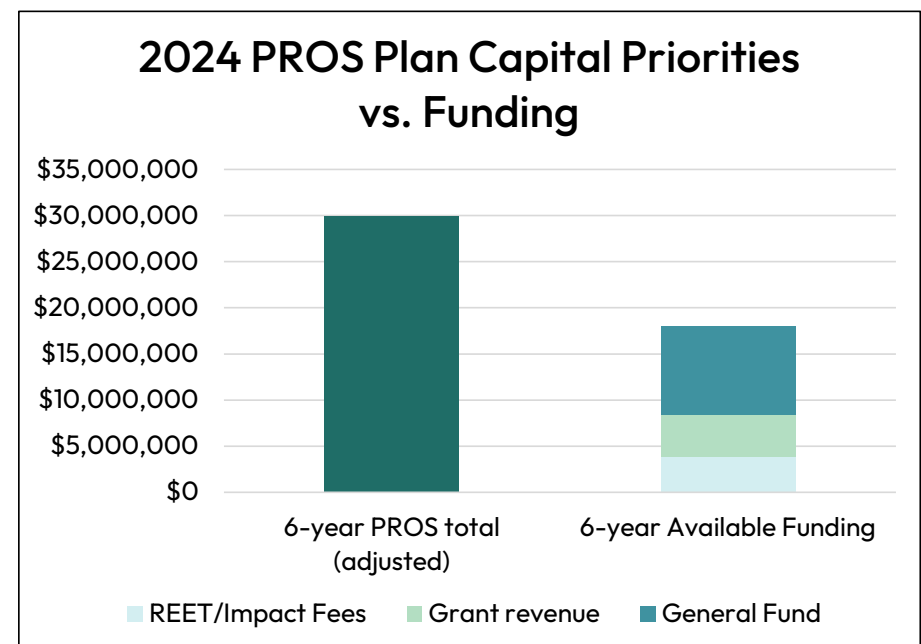
## 4B: Secure public funding to support parks, facilities, and renovations

- Continue to work with Pierce County to identify collection and distribution of local park and recreation funding, including sales tax, REET, general levy funding, and Park Impact Fees, to serve PenMet Parks residents.
- During capital planning, identify RCO grant application priorities for the 2026 cycle.
- Evaluate resources needed to manage public grants.
- Dedicate resources to explore and pursue additional public grant and legislative funding opportunities.
- Realize \$1,700,000 in public grants and funding appropriations in 2025.

**Theme:** Balanced financial accountability | **Objective:** Strategically utilize assets to reach full potential  
**Goal:** Develop alternative revenue sources including grants, sponsorships, pricing, and corporate support

## 4C: Explore funding strategies to support the District's long-range capital plan

- Explore strategies to address the capital funding gap:
  - The 2024 PROS Plan identifies approximately \$30.1 million in capital priorities between 2024 and 2029.
  - Financial forecasts indicate approximately \$18 million available for capital funding during the same time period, including:
    - \$9.6 million: General Fund
    - \$3.9 million: anticipated REET and impact fees (from Pierce County CFP)
    - \$4.5 million: anticipated grant revenue
  - Approximately 60% of the capital priorities identified in the PROS Plan are funded.

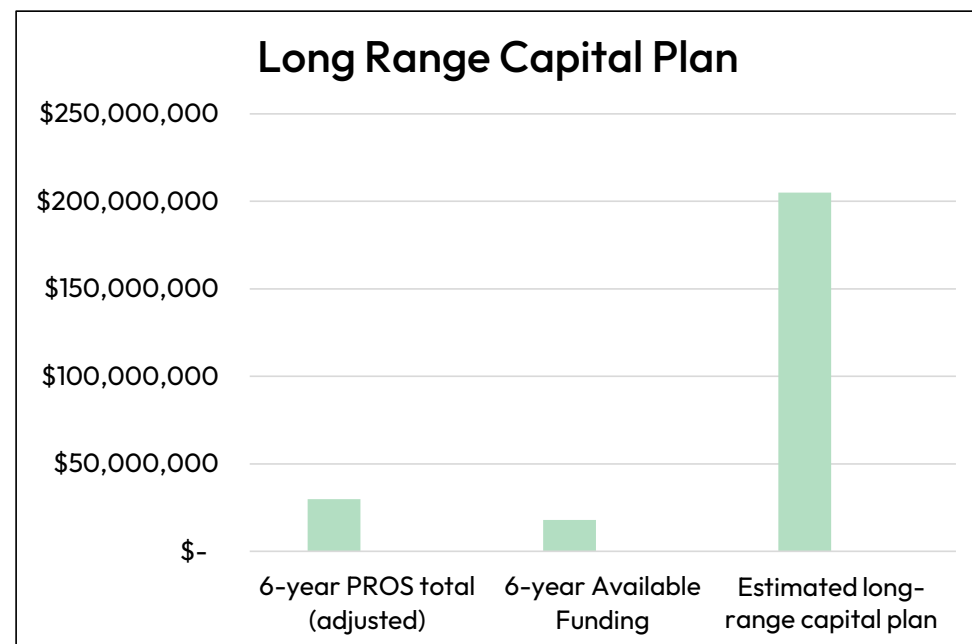


**Theme:** Balanced financial accountability | **Objective:** Strategically utilize assets to reach full potential  
**Goal:** Develop alternative revenue sources including grants, sponsorships, pricing, and corporate support



## 4C: Explore funding strategies to support the District's long-range capital plan (continued)

- The 20-year long-range capital plan identifies approximately \$200 million in capital priorities.
- The long-range capital plan provides a long-term vision for parks, recreation, and open space needs based on an analysis of existing conditions, community demographics, residents' needs and interests, and regional trends for parks and recreation activities.
- The long-range plan is periodically updated.



**Theme:** Balanced financial accountability | **Objective:** Strategically utilize assets to reach full potential  
**Goal:** Develop alternative revenue sources including grants, sponsorships, pricing, and corporate support

## 4C: Explore funding strategies to support the District's long-range capital plan (continued)

- Take steps to affirm community priorities and capacity to support capital projects.
- Evaluate the viability of seeking funding through bonds, levies, capital reserves, donations, sponsorships, partnerships, and grants (PROS Plan objective 1.9).

**Theme:** Balanced financial accountability | **Objective:** Strategically utilize assets to reach full potential  
**Goal:** Develop alternative revenue sources including grants, sponsorships, pricing, and corporate support

# Goal 5: Establish and implement a framework for continuous process improvement

Objective	Description	Priority
5A	Establish and implement a framework for continuous process improvement	Medium

Theme: Operational excellence | Objective: Deploy effective processes through continuous improvement

## 5A: Establish and implement a framework for continuous process improvement

- Formalize a framework for improving processes:
  - Develop a mechanism to prioritize and select processes for improvement.
  - Develop a mechanism to conduct process improvements. Consider no- or low-cost support through resources such as the SAO Center for Government Innovation.
  - Develop an ongoing implementation and measurement plan.
- 2025: Develop a plan and establish a culture of process improvement.
- 2026: Select the highest priority process to improve and commence work. Measure success, incorporate feedback, and implement approximately one process/year thereafter.

Theme: Operational excellence | Objective: Deploy effective processes through continuous improvement  
Goal: Establish and implement a framework for continuous process improvement

## 5A: Establish and implement a framework for continuous process improvement (continued)

- 2025 areas of focus:
  - Revisit consolidating treasury management and banking to streamline A/P process.
  - Continue developing, assessing, and/or updating policies and procedures, including but not limited to:
    - Project management guidelines
    - Indoor recreation center operational policies and procedures
    - Facilities and parks operations and maintenance plan/Standard of Care
    - Policies planned for review in 2025:
      - P50-104: Facility Rental Fee Waiver Policy
      - P10-103: Commissioner Compensation Policy
      - P50-102: Recreation Scholarship Policy
      - P10-107: Advisory Committee Policy
      - P30-105: Background Checks Policy
      - P40-104: Bond Procedure and Post Compliance Policy - Federal Tax Law
      - P40-103: Bond Procedure and Post Compliance Policy - Federal Securities Law
      - P40-101: Comprehensive Financial Management Policy
      - P40-105: Pricing Policy
      - P10-106: Rules of Decorum for Board Meetings
      - P30-102: Public Records Disclosure Rules Policy

Theme: Operational excellence | Objective: Deploy effective processes through continuous improvement  
Goal: Adopt and implement a framework for continuous process improvement

# Goal 6: Utilize tools to support effective communication between internal stakeholders to provide the optimal level of service

Objective	Description	Priority
6A	Utilize tools to support effective communication and collaboration of stakeholders to provide the optimal level of internal and external service	Medium

Theme: Operational excellence | Objective: Deploy effective processes through continuous improvement

## 6A: Utilize tools to support effective communication and collaboration of stakeholders to provide the optimal level of internal and external service

- Take steps to advance a culture of effective communication to develop ownership, accountability, understanding, consistency, and to avoid duplicative work:
  - Connect daily work with the District's mission and vision. Identify the "why."
  - Create an internal District communication procedure with division follow-up for accountability.
  - Create meeting standards. Identify appropriate resources for effective meeting hygiene.
  - Conduct a meeting audit: assess meeting purpose, leader, structure, attendees, frequency, objectives, and effectiveness.
  - Continue to centralize information and resources.
  - Include training resources as part of employee onboarding and on staff intranet.
- Measure success through employee surveys regarding satisfaction, purpose, and productivity.

Theme: Operational excellence | Objective: Deploy effective processes through continuous improvement  
Goal: Utilize tools to support effective communication between internal stakeholders to provide the optimal level of service

# Goal 7: Develop KPIs throughout the organization and create incentives for meeting or exceeding goals

Objective	Description	Priority
7A	Develop Key Performance Indicators (KPIs) throughout the organization and create incentives for meeting or exceeding goals	High

Theme: Operational excellence | Objective: Insist on excellence



## 7A: Develop Key Performance Indicators (KPIs) throughout the organization and create incentives for meeting or exceeding goals

- Identify key operational metrics for each division and set clear and attainable targets to measure success. Begin with the end in mind.
- Broadly share KPIs internally and externally to create buy-in, awareness, and accountability.
- KPIs should align with the community's expectations for the desired level of service within available resources.

Theme: Operational excellence | Objective: Insist on excellence

Goal: Develop Key Performance Indicators throughout the organization and create incentives for meeting or exceeding goals

## 7A: Develop Key Performance Indicators (KPIs) throughout the organization and create incentives for meeting or exceeding goals (continued)

- Provide staff training and resources to manage performance metrics. Create an employee super-user data team to serve as a resource.
- Explore opportunities to incentivize performance and development:
  - Evaluate the District's performance management process and identify opportunities to incentivize performance.
  - Build on 2024 initiative to create individual career development plans by evaluating the organizational structure and opportunities for career pathways as the District matures.

Theme: Operational excellence | Objective: Insist on excellence

Goal: Develop Key Performance Indicators throughout the organization and create incentives for meeting or exceeding goals



## DISTRICT COMMISSION MEMO

**To:** Board of Park Commissioners

**Through:** Ally Bujacich, Executive Director

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

**Date:** April 16, 2024

**Subject:** **First Reading of Resolution RR2024-005 Adopting Amended Policy P30-104: Assets Policy**

### **Background/Analysis**

The Board of Park Commissioners passed Resolution R2014-001 on March 3, 2014, adopting Policy P30-104: Small Equipment Policy. The purpose of Policy P30-104 is to ensure accountability for small attractive, useful items and equipment.

PenMet Parks policies are reviewed periodically. As a result of this review, staff recommend the Board amends Policy P30-104 to change the scope of the policy to apply to all asset categories, small and attractive assets included.

The purposed of proposed amended Policy P30-104 is to ensure adequate stewardship over PenMet Parks' resources through control and accountability of assets, and to provide centralized documentation of its assets for insurance purposes, to meet financial reporting needs and to generate asset management information.

The proposed amended Policy P30-104: Assets Policy was discussed during the April 2, 2024 Board study session.

### **Policy Implications/Support**

1. Policy P10-101: Board Policy and Procedures states, in part, that the Peninsula Metropolitan Park District is accountable to its citizens for its use of public dollars.



### **Staff Recommendation**

Staff recommends the Board pass Resolution RR2024-005 adopting the amended Policy P30-104: Assets Policy at its second reading on May 7, 2024.

### **Committee Recommendation**

This action was reviewed by the Finance Committee at its March 20, 2024 meeting with a recommendation to bring this action to the full Board for its approval.

### **Staff Contact**

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

### **Attachments:**

Exhibit A: Resolution RR2024-005



# Peninsula Metropolitan Park District

## RESOLUTION NO. RR2024-005

### ADOPTING THE AMENDED POLICY P30-104: ASSETS POLICY

WHEREAS, Peninsula Metropolitan Park District (PenMet Parks) is accountable to its citizens for its use of public money and the establishment and maintenance of wise financial and fiscal policies to protect the public interest and ensure public trust; and

WHEREAS, Policy P30-104: Assets Policy (the "Policy") ensures adequate stewardship over PenMet Parks' resources through control and accountability of assets; and

WHEREAS, the Policy instructs staff to provide centralized documentation of its assets for insurance purposes, to meet financial reporting needs and to generate asset management information; and

WHEREAS, the Board of Park Commissioners has passed one resolution amending the Policy and wishes to amend the Policy to ensure it continues to protect the public interest and ensure public trust

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners that PenMet Parks adopts the amended Policy P30-104: Assets Policy attached as Exhibit A, which supersedes all previous versions of Policy P30-104.

The foregoing resolution was heard as a first reading on April 16, 2024 and adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on May 7, 2024.

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

\_\_\_\_\_  
Laurel Kingsbury  
Clerk

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



# Peninsula Metropolitan Park District

## Assets Policy

Policy Number:	Resolution Number:	Date Approved:	Supersedes the following Resolutions and Policies:
P30-104	RR2024-005	May 7, 2024	R2014-001 (Adopted 3/3/14)  R2018-010 (Adopted 7/16/2018)

**Policy:**        **Assets Policy**

**Purpose:**     This policy is established to ensure adequate stewardship over the Peninsula Metropolitan Park District’s (PenMet Parks’) resources through control and accountability of assets, to provide centralized documentation of its assets for insurance purposes, to meet financial reporting needs and to generate asset management information.

## Table of Contents

<b>Section 1.</b>	<b>Assets.....</b>	<b>3</b>
<b>Section 2.</b>	<b>Definitions.....</b>	<b>3</b>
<b>Section 3.</b>	<b>Thresholds.....</b>	<b>4</b>
<b>Section 4.</b>	<b>Inventory.....</b>	<b>4</b>
<b>Section 5.</b>	<b>Insurance.....</b>	<b>4</b>
<b>Section 6.</b>	<b>Sale, Transfer, and Disposal of Assets.....</b>	<b>5</b>
<b>Section 7.</b>	<b>Minor Items for Donor Recognition.....</b>	<b>5</b>
<b>Section 8.</b>	<b>Procedures.....</b>	<b>5</b>

### **Section 1. Assets.**

PenMet Parks has an inherent responsibility to safeguard its assets and to develop a system of asset management that considers oversight and control in addition to the short-term and long-term maintenance, repair, and replacement of these assets for continued performance and reduced life cycle costs.

PenMet Parks has a wide variety of assets, ranging from capital or fixed assets such as major facilities, infrastructure, and equipment to non-capital items such as computers and tools that are considered small and attractive assets. Each of these assets is essential to the delivery of services, quality of life, health, and safety of the citizens within PenMet Parks' jurisdiction.

### **Section 2. Definitions.**

The following definitions apply to this policy:

**“Capital Assets”** - are those assets that are intended to be held or used for more than one (1) year. Examples include land, buildings, artwork, improvements, vehicles, machinery, equipment and Infrastructure. Capital Assets do not include routine repairs and maintenance costs, such as spare parts or materials; repairs that do not extend the life of the asset; or supplies.

**“Capital Asset Threshold”** - is the price or value threshold above which an asset is classified as a Capital Asset.

**“Infrastructure”** - refers to PenMet Parks' public works system and is included in the definition of Capital Assets. Examples include streets, roads, bridges, curbs, sidewalks, water lines, sewer lines, etc.

**“Inventory”** - refers to the systematic and periodic physical function of verifying the existence, location and status of both Capital Assets and Small and Attractive Assets.

**"Small and Attractive Assets"** - are items that cost more than \$500.00 but less than \$5,000.00 and are particularly at risk or vulnerable to loss, theft, or misuse. These assets last longer than a year and are mobile. The following assets are examples:

- Handheld radios and other electronics
- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Range finders
- Cameras and Photographic Projection Equipment
- Computers, Laptops and Notebooks



- Other data processing Accessory Equipment and Components (Scanners, Data Displays, Video Cameras, tape recorders, DVD players, television sets, phones, etc.)
- Office Equipment
- Shop tools, power equipment and related accessories

**“Useful Life”** – refers to the estimated average life (in years) over which a Capital Asset or a Small and Attractive Asset is expected to provide service.

### **Section 3. Thresholds.**

All assets in a Capital Asset Class that are above the Capital Asset Threshold and having a Useful Life of more than one (1) year are considered Capital Assets. Although Small and Attractive Assets (assets costing less than \$5,000 but more than \$500) do not meet the PenMet Parks’ Capital Asset Threshold, due to ease of conversion to private use, they are considered assets for purposes of marking and identification, records keeping, and tracking.

The cost associated with maintaining control of an asset should not exceed the replacement cost or the cost/inconvenience to PenMet Parks if the asset is not available when needed. PenMet Parks must balance a tolerable level of exposure in owning public assets in relation to how much it can/will spend on controls. This can be performed through a risk assessment. A risk assessment asks the question which assets or asset categories are “at risk” to being not available or usable when needed. It identifies where PenMet Parks would be best served in using resources for control purposes.

These requirements apply to both existing assets and assets acquired via purchase, construction, donation, or lease in the future.

### **Section 4. Inventory.**

An inventory of all Capital Assets and Small and Attractive Assets shall be performed annually.

In addition, a periodic measurement of the physical condition of the Capital Assets should be conducted.

### **Section 5. Insurance.**

PenMet Parks shall procure adequate insurance for its assets and maintain location, inventory, and maintenance records of its assets to prove any losses.

**Section 6. Sale, Transfer, and Disposal of Assets.**

Capital Assets and Small and Attractive Assets may be sold, exchanged, or otherwise disposed of, but only in accordance with PenMet Parks' policy and in compliance with the law. Any assets that have been sold, transferred, or otherwise disposed of shall be deleted from the asset list.

**Section 7. Minor Items for Donor Recognition.**

The provisions of this policy shall not apply to such minor items as benches, trees, refuse cans, flagpoles, water fountains, or similar items that are for donor or sponsor recognition.

**Section 8. Procedures.**

The Executive Director shall develop procedures to implement this policy and provide periodic reports to the Board.