

KEY PEN PARKS REQUEST FOR QUALIFICATIONS (RFQ)

RFP# 2024-02

Key Pen Parks Small Works and Capital Project Manager

Submit no later than Friday, March 15, 2024, 4:00 PM Pacific Time

Project Description

The Key Peninsula Metropolitan Park District (Key Pen Parks) is a special purpose metropolitan park district. Celebrating our 20th anniversary in 2024, Key Pen Parks is seeking to hire a consultant to act as a project manager for a number of small works and capital projects for the District.

These projects range from the solicitation to managing design to permits and project close-out.

Successful applicants will specialize in general parks and recreation facilities design, engineering and/or construction and have expertise in Public Works contracting and requirements.

Key Pen Parks is responsible for over 1350 acres of land, including managing recreation on long-term leases on state-owned land (DNR). Our parks represent trails, splash pad, athletic fields, open spaces, waterfront, and more as outlined in our [Comprehensive Plan](#).



Tentative Schedule

The following schedule may be modified as a result of consultant proposals and contract negotiations:

March 15, 2024	RFP Deadline (4:00 PM Pacific Time)
April 25, 2024	Contract Start
December 31, 2024	End of Fiscal Year, Contract Ends

Scope of Work

Key Pen Parks is seeking a qualified firm who can perform all aspects of the Small Works and Capital Projects process from developing a solid project scope, review design, consultant solicitation, prevailing wage, coordinate with staff for community outreach, Pierce County permits, etc.

Final projects will be selected based on budget and timing:

Procurement and Installation of Temporary Trailer as Staff Workspace

Project Budget: \$225,000

Target Completion Date: Q3 2024

Procure and install, including permits through Pierce County, a temporary trailer in the Maintenance Yard area of Gateway Park. It will include office space for Parks & Facilities Manager, working spaces for Sr. Maintenance Staff and training/breakroom space for the entire maintenance team. Electrical included, no connections for water/septic.

ADA Enhancements in Volunteer Park (Design)

Project Budget: \$25,000

Deadline: Q4 2024

Procure and manage consultant to design ADA-compliant entrance ramp to Administration Building, design compliant paths to reach all athletic fields, and review possibility/design path from upper parking area to concession/playground/office area. Secure permits for construction phase.

Geotech Review of Field 3 in Volunteer Park

Project Budget: \$25,000

Target Completion: Q4 2024

Procure and manage consultant to determine soil stability on edge of athletic field. Manage design process of solution, if needed.

Trail Design (RCO Compliant) for two properties near Gateway Park

Project Budget \$25,000

Target Completion Q3 2024

Procure and manage consultant to design low impact trails on 2 parcels near Gateway Park. One parcel has received funding through RCO's Salmon Recovery Board Funding (SRFB) and the other parcel requires public access. Work with RCO to secure approval for trail design. Recommend construction process based on final design approval.

Small Works Procurement and Project Management for Caretaker Home Repairs in Gateway Park

Project Budget: \$200,000

Target Completion: Q4 2024

Develop solid work scope and procure via Small Works Roster repairs to Caretaker Home including roof repair and replacement, attic ventilation, mold removal, rotting sliding glass door replacement, repairs to structure from roof leak, porch support and railing replacement, and related painting or other work.

Procurement and Installation of New Playground in Home Park

Project Budget: \$120,000

Target Completion: Q4 2024

Procure and recommend toddler and youth amenities for playground/swings in Home Park. Manage removal of old playground and installation of new area.

Submission Requirements

An electronic proposal in PDF, not to exceed 20 megabytes (no compressed files), must be emailed to tracey@keypenparks.com by the deadline. If your submittal exceeds these guidelines and must be shipped, please send to:

Key Pen Parks

Attn: Project Manager RFQ

5514 Key Peninsula Hwy NW

Lakebay, WA 98349

If shipped, please retain proof of delivery by deadline.

All proposals must be *received* by 4:00 PM, Pacific Time, on March 15, 2024.

All submittals must be in 8-1/2"x11" format and shall not exceed twenty-five (25) pages, including cover

letter. As a minimum the following information shall be submitted:

- An organizational chart and biographies for your project team, including all sub-consultants
- Your firm's identification of the critical work elements and how your team would address these projects
- References from past similar projects that were completed by the proposed team members. Provide the contact name and number of the owner, or if not available, the contact name and number of the current most knowledgeable person associated with the project. Project performed by key staff members who are no longer with the proposers' firm should not be listed among the references.

Contact & Question Period

For additional information concerning this RFP, any other aspect of the selection process or the project in general, contact via email only:

Tracey Perkosky, Executive Director at tracey@keypenparks.com.

All communication must be in writing only. All questions must be submitted in writing and responses will also be posted to the District's website.

Absolutely no communication shall occur regarding this RFP, including requests for information, or speculation between Consultant or any of their individual members and any District elected Commissioners, Trails Committee Member, or employees other than those named above. Failure to comply with this provision may result in consultant's proposal being removed from consideration. Any cost incurred by the consultant in preparation, transmittal, or presentation of any information or material submitted in response to the RFP shall be borne solely by the consultant.

Right to Reject Submittals

The District reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

The consultant will be required to use Key Pen Parks Professional Services Agreement (Attachment A) and accept all language contained within. Any consultant that has significant reservations concerning using this agreement should not submit on this request.

Consultant Selection Criteria

Consultants will be evaluated on the following items:

- Responsiveness to the requirements of this RFP
- Understanding of project scope and project
- Ability to meet the project schedule and work well with District staff or consultants
- Proven experience in effective public involvement and incorporating citizen input
- Expertise of key personnel
- Response of references from past similar projects

Final Selection Procedures

After a review of the submittals by Key Pen Parks, the District may at its discretion schedule interviews with one or more firms. Since Key Pen Parks is selecting a consultant based on qualification, pricing information will be requested once a firm is identified. A final contract price may be negotiated to meet budget. The selected firm will receive a Professional Services Agreement for signature and full execution. Board of Commissioner approval may be required based on the contract amount. A Notice to Proceed will be issued to formally begin work.

Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between Key Peninsula Metropolitan Park District (dba Key Pen Parks), a municipal corporation hereinafter referred to as "Key Pen Parks," and _____, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

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

WHEREAS, Key Pen Parks 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. **Project Designation.** The Consultant is retained by Key Pen Parks to perform _____ services in connection with the project titled _____.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending _____, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by Key Pen Parks to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than _____ unless an extension of such time is granted in writing by Key Pen Parks.
4. **Payment.** The Consultant shall be paid by Key Pen Parks for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed _____ without express written modification of the Agreement signed by Key Pen Parks.
 - B. The Consultant may submit vouchers to Key Pen Parks once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by Key Pen Parks and, upon approval thereof, payment shall be made to the Consultant in the amount approved. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced.
 - C. Final payment of any balance due the Consultant of the total contract price earned will not be made until all services and work have been completed to the full satisfaction of and accepted by Key Pen Parks, which may include acceptance by the Board of Park Commissioners.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary

to complete the work.

- E. If 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 Key Pen Parks 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. If the Consultant fails to provide copies of any licenses, tax certificates, or insurance certificate required herein, Key Pen Parks shall not be required to make any payment for the work performed until the Consultant provides copies of such licenses or certificates.
 - F. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of Key Pen Parks and the state of Washington for a period of six (6) years after final payments. Copies shall be made available upon request.
5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of Key Pen Parks whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors; provided, Consultant shall obtain Key Pen Park's approval prior to the publication of any such documents. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by Key Pen Parks on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, relevant to the services rendered under this Agreement, including conditions concerning grants and other federal assistance when applicable.
7. **Indemnification.** The Consultant shall defend, indemnify and hold Key Pen Parks, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of Key Pen Parks.
- Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and Key Pen Parks, its officers, officials, employees, and volunteers, 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.
8. **Insurance.** The 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, or employees. Consultant's maintenance of insurance as required by the

agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit Key Pen Parks' recourse to any remedy available at law or in equity.

- A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover 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 with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. Key Pen Parks shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for Key Pen Parks using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to Key Pen Parks. Any Insurance, self-insurance, or insurance pool coverage maintained by Key Pen Parks shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. **Verification of Coverage.** Consultant shall furnish Key Pen Parks with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by Key Pen Parks, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- E. **Notice of Cancellation.** The Consultant shall provide Key Pen Parks with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which Key Pen Parks may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract 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 Key Pen Parks on demand, or at the sole discretion of Key Pen Parks, offset against funds due the Consultant from Key Pen Parks.

9. **Independent Contractor.** The Consultant and Key Pen Parks agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded Key Pen Parks employees by virtue of the services provided under this Agreement. Key Pen Parks shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
 - A. The Consultant represents and warrants that 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 Key Pen Parks is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Consultant agrees to indemnify and hold Key Pen Parks 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.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, Key Pen Parks shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of Key Pen Parks.
13. **Non-Waiver.** Waiver by Key Pen Parks of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. Key Pen Parks reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant

hereby agree to complete the work under the terms of this Agreement, if requested to do so by Key Pen Parks. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and Key Pen Parks, if Key Pen Parks so chooses.

- 15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of Key Pen Parks By Laws and ordinances or resolutions of Key Pen Parks. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in Pierce County Superior Court.
- 16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- 17. **Notices.**

Notices to Key Pen Parks shall be sent to the following address:

Executive Director
Key Pen Parks
5514 Key Peninsula Hwy NW
Lakebay, WA 98349

Notices to Consultant shall be sent to the following address:

- 18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between Key Pen Parks and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

KEY PEN PARKS

CONSULTANT

Tracey Perkosky, Executive Director

By: _____

Printed Name:

Title: