



## Des Moines Pool Metropolitan Park District

June 6, 2025

10:00 a.m.

State Auditor's Office (SAO) Exit Interview: Special "Hybrid" Meeting

*Meetings are hybrid: being held remotely using Zoom and in-person at the Des Moines Pool MPD District Office (22015 Marine View Dr. So. – Main floor). If you wish to listen in, please do so at 1-253-205-0468; Meeting ID: 821 3898 2420; Passcode: 066763. Any questions or comments should be directed to Scott Deschenes, District General Manager at (206) 429-3852 or by email at [scott.deschenes@desmoinespool.org](mailto:scott.deschenes@desmoinespool.org). Public comment for those who cannot physically attend will be due by email to [info@mtrainierpool.com](mailto:info@mtrainierpool.com) by noon on the day of each meeting. Patrons that can attend in-person will be allotted three minutes during public comment (#5). This is due to the hybrid format of the meetings.*

### AGENDA

1:00 1. CALL TO ORDER ROLL CALL

1:01 2. PLEDGE OF ALLEGIANCE

1:03 3. ADOPTION/MODIFICATIONS OF AGENDA (None, Special Meeting)

1:04 4. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATION

1:05 5. PUBLIC COMMENT (Please Limit to Three [3] Minutes)

*Hybrid Meeting: If you are unable to physically attend and wish to make public comment, please submit in writing via email to [info@mtrainierpool.com](mailto:info@mtrainierpool.com) by 8am, Friday, June 6. Please include your name, address, and contact phone number. All timely submitted public comments will be read at the meeting subject to the time limit. Any public comments received after noon, will be read at the following regular meeting.*

1:05 6. WASHINGTON STATE AUDITORS' OFFICE ACCOUNTABILITY AUDIT, EXIT INTERVIEW

1:35 7. RESOLUTION 2025-05, DECLARATION OF EMERGENCY, WAIVER OF COMPETITIVE BIDDING

1:40 8. GOOD OF THE ORDER

#### UPCOMING MEETING(S)

- June 24, 2025, Regular Board Meeting, 7:00 p.m., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)

#### ADJOURNMENT

**22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location)**

**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**


To enhance our community's quality of life by providing access to and promoting participation in aquatics programs

The Des Moines Pool Metropolitan Park District is committed to compliance with both the Washington Law Against Discrimination and the Americans with Disabilities Act. The District's meetings are being held hybrid including remotely due to COVID-19. See the information above to join a meeting. If you have any questions, please contact Scott Deschenes, District General Manager, 206.429.3852.



## **The Pledge of Allegiance**

**I pledge allegiance  
to the Flag  
of the United States  
of America,  
and to the Republic  
for which it stands,  
one Nation under God,  
indivisible, with liberty  
and justice for all.**



## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 6      **Assigned to:** District GM      **Meeting Date:** 06/06/2025

**Under:** Business      **Attachment:** Yes

**Subject:** SAO Audit Exit Interview (2019-2023) Scheduling

**Background/Summary:**

The State Auditor's Office (SAO) is concluding for the years 2019-2023 (5-years). The audit was an accountability audit. SAO representatives will present their findings and recommendations. Attached are documents that will be presented at the meeting.

**Fiscal Impact:** N/A

**Proposed Motion:** No motion necessary. District GM will schedule and post the meeting.

**Reviewed by Legal Counsel:**      **Yes**             **No**   X        **Date:**       

<b>Two Touch Rule:</b>	<u>N/A</u>	<b>Committee Review</b>
	<u>N/A</u>	<b>First Board Meeting (Informational)</b>
	<u>N/A</u>	<b>Second Board Meeting (Action)</b>

**Action Taken:**      **Adopted**             **Rejected**             **Postponed**       

**Follow-up Needed:**      **Yes**             **No**             **Reporting Back Date:**       

**Notes:** Attachments:

- Exit Packet
- Exit Handouts



## Office of the Washington State Auditor

### Pat McCarthy

### **Exit Conference: Des Moines Pool Metropolitan Park District**

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share the results of your audit and our draft reporting. We value and appreciate your participation.

#### **Audit Reports**

We will publish the following reports:

- Accountability audit for January 1, 2019 through December 31, 2023 – see draft report.

#### **Audit Highlights**

We thank District officials and staff for response to our requests throughout the audit. In particular, we would like to thank Scott Deschenes, General Manager, and Angela Melum, District Clerk, for their assistance and coordination through the audit process.

#### **Recommendations not included in the Audit Reports**

##### **Exit Items**

We have provided exit recommendations for management's consideration. Exit items address control deficiencies or noncompliance with laws or regulations that have an insignificant or immaterial effect on the entity, or errors with an immaterial effect on the financial statements. Exit items are not referenced in the audit report.

#### **Finalizing Your Audit**

##### **Report Publication**

Audit reports are published on our website and distributed via email in a .pdf file. We also offer a subscription service that notifies you by email when audit reports are released or posted to our website. You can sign up for this convenient service at <https://portal.sao.wa.gov/SAOPortal>.

##### **Management Representation Letter**

We have included a copy of representations requested of management.

##### **Audit Cost**

At the entrance conference, we estimated the cost of the audit to be \$30,000 and actual audit costs will approximate that amount.

## **Your Next Scheduled Audit**

Your next audit is scheduled to be conducted in Fall 2026 and will cover the following general areas:

- Accountability for public resources for FY 2024 and FY 2025

The estimated cost for the next audit based on current rates is \$16,000 including travel expenses. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

If expenditures of federal awards are \$750,000 or more in any fiscal year, notify our Office so we can schedule your audit to meet federal Single Audit requirements. Federal awards can include grants, loans, and non-cash assistance like equipment and supplies.

## **Working Together to Improve Government**

### **Audit Survey**

When your report is released, you will receive an audit survey from us. We value your opinions on our audit services and hope you provide feedback.

### **Local Government Support Team**

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally, this team

### **The Center for Government Innovation**

The Center for Government Innovation at the Office of the Washington State Auditor offers services specifically to help you help the residents you serve at no additional cost to your government. What does this mean? We provide expert advice in areas like Lean process improvement, peer-to-peer networking, and culture-building to help local governments find ways to be more efficient, effective and transparent. The Center can help you by providing assistance in financial management, cybersecurity and more. Check out our best practices and other resources that help local governments act on accounting standard changes, comply with regulations, and respond to recommendations in your audit. The Center understands that time is your most precious commodity as a public servant, and we are here to help you do more with the limited hours you have. If you are interested in learning how we can help you maximize your effect in government, call us at (564) 999-0818 or email us at [Center@sao.wa.gov](mailto:Center@sao.wa.gov).

## **Questions?**

Please contact us with any questions about information in this document or related audit reports.

**Tina Watkins, CPA, Director of Local Audit, (360) 260-6411, [Tina.Watkins@sao.wa.gov](mailto:Tina.Watkins@sao.wa.gov)**

**Wendy Choy, Assistant Director of Local Audit, (425) 502-7067, [Wendy.Choy@sao.wa.gov](mailto:Wendy.Choy@sao.wa.gov)**

**Paul Griswold, Audit Manager, (425) 510-0482, [Paul.Griswold@sao.wa.gov](mailto:Paul.Griswold@sao.wa.gov)**

**Rebecca Nyanjui, Assistant Audit Manager, (253) 893-6840, [Rebecca.Nyanjui@sao.wa.gov](mailto:Rebecca.Nyanjui@sao.wa.gov)**

**Dylan Rowley, Audit Lead, (253) 867-4773, [Dylan.Rowley@sao.wa.gov](mailto:Dylan.Rowley@sao.wa.gov)**



Office of the Washington State Auditor  
Pat McCarthy

**Preliminary Draft - Please do not duplicate, distribute, or disclose.**

## **Accountability Audit Report**

# **Des Moines Pool Metropolitan Park District**

**For the period January 1, 2019 through December 31, 2023**

*Published (Inserted by OS)*

Report No. 1037494



Scan to see another great way  
we're helping advance  
#GoodGovernment



**Office of the Washington State Auditor  
Pat McCarthy**

Issue Date – (Inserted by OS)

Board of Commissioners  
Des Moines Pool Metropolitan Park District  
Des Moines, Washington

**Report on Accountability**

Thank you for the opportunity to work with you to promote accountability, integrity and openness in government. The Office of the Washington State Auditor takes seriously our role of providing state and local governments with assurance and accountability as the independent auditor of public accounts. In this way, we strive to help government work better, cost less, deliver higher value and earn greater public trust.

Independent audits provide essential accountability and transparency for District operations. This information is valuable to management, the governing body and public stakeholders when assessing the government's stewardship of public resources.

Attached is our independent audit report on the District's compliance with applicable requirements and safeguarding of public resources for the areas we examined. We appreciate the opportunity to work with your staff and value your cooperation during the audit.

Sincerely,

Pat McCarthy, State Auditor  
Olympia, WA

***Americans with Disabilities***

*In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at [webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov).*

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## AUDIT RESULTS

### Results in brief

This report describes the overall results and conclusions for the areas we examined. In those selected areas, District operations complied, in all material respects, with applicable state laws, regulations, and its own policies, and provided adequate controls over the safeguarding of public resources.

In keeping with general auditing practices, we do not examine every transaction, activity, policy, internal control, or area. As a result, no information is provided on the areas that were not examined.

### About the audit

This report contains the results of our independent accountability audit of the Des Moines Pool Metropolitan Park District from January 1, 2019 through December 31, 2023.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives.

This audit was conducted under the authority of RCW 43.09.260, which requires the Office of the Washington State Auditor to examine the financial affairs of all local governments. Our audit involved obtaining evidence about the District's use of public resources, compliance with state laws and regulations and its own policies and procedures, and internal controls over such matters. The procedures performed were based on our assessment of risks in the areas we examined.

Based on our risk assessment for the years ended December 31, 2023, 2022, 2021, 2020 and 2019, the areas examined were those representing the highest risk of fraud, loss, abuse, or noncompliance. We examined the following areas during this audit period:

- Cash receipting- timeliness and completeness of deposits
- Selected IT security policies, procedures, practices and controls protecting financial systems – data backup and recovery, patch management, and user access
- Accounts payable – credit card, electronic funds transfers and general disbursements
- Payroll – gross wages and overtime
- Surplus equipment – disposition and receipt of sale proceeds
- Open public meetings – compliance with minutes, meetings and executive session requirements
- Financial condition – reviewing for indications of financial distress

INFORMATION ABOUT THE DISTRICT

The Des Moines Pool Metropolitan Park District was created in November 2009 by voter approval to generate funds for acquisition, maintenance, operation, and/or capital improvement/construction expenditures for a pool facility within the boundaries of the city of Des Moines.

An elected, five-member Board of Commissioners governs the District. The District has revenues of approximately \$1,648,277 for 2019, \$1,157,288 for 2020, \$1,240,564 in 2021, \$1,477,137 for 2022, and \$1,413,328 for 2023, primarily from property taxes.

Contact information related to this report	
Contact:	Scott Deschenes, District General Manager
Telephone:	(206) 429-3852
Website:	<a href="https://mtrainierpool.com/">https://mtrainierpool.com/</a>

*Information current as of report publish date.*

Audit history

You can find current and past audit reports for the Des Moines Pool Metropolitan Park District at <https://portal.sao.wa.gov//ReportSearch>.

## ABOUT THE STATE AUDITOR’S OFFICE

The State Auditor’s Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor’s Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, [www.sao.wa.gov](http://www.sao.wa.gov). Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

### Stay connected at [sao.wa.gov](http://sao.wa.gov)

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- [Request public records](#)
- Search BARS Manuals ([GAAP](#) and [cash](#)), and find [reporting templates](#)
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- Explore public financial data with the [Financial Intelligence Tool](#)

### Other ways to stay in touch

- Main telephone:  
(564) 999-0950
- Toll-free Citizen Hotline:  
(866) 902-3900
- Email:  
[webmaster@sao.wa.gov](mailto:webmaster@sao.wa.gov)

## LETTER OF REPRESENTATION TO BE TYPED ON CLIENT LETTERHEAD

June 6, 2025

Office of the Washington State Auditor  
3200 Capitol Blvd  
P.O. Box 40031  
Olympia, WA 98504-0031

To the Office of the Washington State Auditor:

We are providing this letter in connection with your audit of Des Moines Pool Metropolitan Park District for the period from January 1, 2019 through December 31, 2023. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

### **General Representations:**

1. We have provided you with unrestricted access to people you wished to speak with and made available all relevant and requested information of which we are aware, including:
  - a. Financial records and related data.
  - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
  - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
  - d. Communications from regulatory agencies, government representatives or others concerning possible noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
  - e. Related party relationships and transactions.
  - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.
2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.

3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. Except as reported by the audit, we have complied with all material aspects of laws, regulations, contracts and grant agreements.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. Except as reported by the audit, we have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.
8. We have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.
9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records.

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Joe Dusenbury, Clerk of the Board  
Executive Officer

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Scott Deschenes, General Manager  
Finance Officer



Exit Recommendations  
Des Moines Pool Metropolitan Park District  
Audit Period Ending: 12/31/2023

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We are providing the following exit recommendations for management's consideration. They are not referenced in the audit report. We may review the status of the following exit items in our next audit.

**Accountability:**

**AC\_EX: Cash Receipting**

The District had the following control weaknesses for cash receipting:

- The District does not have a cash receipting policy.
- The District's cash drawers are manually accessed by a key and the key is stored in an unlocked drawer.
- The District's receipting system does not require passwords to be changed and the District does not enforce password changes.
- The District does not routinely review cash receipting reconciliations for accuracy.

In addition to the exceptions noted, the District had the following exceptions:

- The District could not provide cash receipting documentation/support for the period of March 11, 2020 through March 17, 2020 totaling \$914.10.
- The District could not provide documentation of monthly reconciliation of deposits and receipts for the 87 transactions tested, totaling \$7,005.75.
- The District did not follow policy on refunds for two transactions totaling \$316.

We recommend the District develop a written cash receipting policy to ensure the safeguarding of resources, that includes requirements for enforcing password changes and routine audits of cash receipting reconciliations for accuracy, store its cash drawer key in a secure and locked location and ensure District staff are following its refund policy.

**AC\_EX: Purchase Cards**

The District does not have adequate controls to ensure the District's purchase card expenditures are accurate and allowable. The District had the following exceptions:

- The District's purchase card policy and procedures did not include the following attributes as required under 43.09.2855:
  - The District does not require staff to sign a cardholder agreement prior to being given a credit card.



Exit Recommendations  
Des Moines Pool Metropolitan Park District  
Audit Period Ending: 12/31/2023

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- The District does not give staff training prior to being given credit cards.
- The District does not have a process for establishing and reviewing credit limits to ensure they are appropriate for a given employee.
- The District did not re-evaluate its credit card limits against actual expenses during the audit period.
- The District did not add assets purchased with credit cards to the District asset listings.

Five transactions that had \$706.12 in unsupported charges. Due to lack of adequate support we could not determine if:

- The transactions were approved in accordance with District policy or are valid
- Charges were allowable per District policy and State law
- Charges were concluded as an expense of the government.

We recommend the District update established policies to ensure credit cards are safeguarded in accordance with RCW 43.09.285, develop user agreements for employees who use credit cards are obtained and retained, establish credit card training, review and re-evaluate credit card limits, ensure qualifying assets are tracked on the District's inventory list and ensure proper documentation is retained for credit card purchases.

**AC\_EX: OPMA (Meeting Minutes)**

The District did not comply with Open Public Meeting Act (OPMA) documentation requirements, including executive session extension announcements, executive session ending time announcements, and time in which the Board reconvened into regular session, for sixteen meetings. Without this information, the District cannot demonstrate whether executive sessions were held for allowable purposes.

We recommend the District review and follow state laws for open public meetings (RCW 42.30.110).

**AC\_EX: General Disbursements**

The District does have adequate controls, policies and procedures regarding accounts payable disbursements and adjustments. The District did not have a policy stating the criteria for eligibility for six customer credits applied to their accounts totaling \$931.

We recommend the District develop a policy to note the criteria for eligibility of customer credits.



Exit Recommendations  
Des Moines Pool Metropolitan Park District  
Audit Period Ending: 12/31/2023

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**AC\_EX: General Disbursements**

The District does have adequate controls, policies and procedures regarding accounts payable disbursements and adjustments. The District did not have a policy stating the criteria for eligibility for six customer credits applied to their accounts totaling \$931.

We recommend the District develop a policy to note the criteria for eligibility of customer credits.

**AC\_EX: Payroll**

The District does not have adequate controls over payroll as follows:

- The District lacks segregation of duties between staff who handle entering payroll items, setting up new employees, and changing employee information.
- The District does not have policies that cover the use of, requesting of, and/or approval of merit, bonus, award, or incentive pay programs.

In addition to the exceptions noted above, the District had the following exceptions:

- Three gross pay transactions were calculated incorrectly, leading to a total underpayment of \$74.39.
- We could not determine the validity and support of one employee's gross pay payment totaling \$1,106.94 due to a lack of documentation of the employees pay rate.
- None of the four overtime transactions tested had documentation of overtime pre-approval in accordance to District policy.
- Three overtime transactions were inaccurately calculated, leading to a total overpayment of \$57.75.
- We could not determine the validity and support of one employee's overtime payment totaling \$122.04 due to a lack of documentation.

We recommend the District document payroll procedures and policies, including information such as: award, incentive, merit, or bonus programs, document pre-approval for employees who work overtime hours and develop a payroll process that ensures payroll expenditures are valid, supported by documentation, and paid in accordance with District policy and any applicable state laws.



## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 7      **Assigned to:** District GM      **Meeting Date:** 6/6/2025

**Under:** Business      **Attachment:** Yes

**Subject:** Resolution 2025-05, Declaration of Emergency, Waiver of Competitive Bidding Requirements (Surge Pit)

#### Background/Summary:

In setting up a service agreement with legal\*, it was suggested that we expedite an emergency resolution and a memo to file on the project. It was suggested to get the resolution posted and the engineer record hired as soon as possible.

Below is the definition of an emergency according to [Procurement Policy \(520\)](#).

**3.2. Emergency.** Unforeseen circumstances beyond the control of the District that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (RCW 39.04.280(3)).

The district has a \$213k grant that will expire at the end of 2025, and the repairs must be completed before the Highline School District starts practicing the last weekend of August. The surge pit not only has to be secured before moving forward with this work, but if it were to break down, it could lead to an immediate and extended closure until parts and services could be sourced.

Also, I have attached a copy of the proposed service agreement that was sent to MLA Engineering. Legal\* suggested the agreement be written from the district, as the one presented at the May 27 board meeting (from MLA) needed to be changed to better protect the district.

*\*CSD Attorneys at Law are covering for Brian Snure, while he is on vacation.*

**Fiscal Impact:** This is only for the engineering work for ascertaining the current status of the surge pit, and engineering to shore up the unit. Future projects are dependent on the information that comes from this engineering work.

**Proposed Motion:** I move that the Board of Commissioners of the Des Moines Pool Metropolitan Park District adopt Resolution No. 2025-05, declaring an emergency under RCW 39.04.280 due to the structural failure of the surge pit at the Mount Rainier Pool, waiving competitive bidding requirements for the procurement of professional services, and ratifying the agreement with MLA Engineering LLC for emergency engineering services necessary to protect the District's ability to provide essential swim lesson programming during the summer of 2025.

Reviewed by Legal Counsel:            Yes    \_\_\_\_\_    No    \_\_\_\_\_            Date:      N/A  

Two Touch Rule:	<u>5/8/2025</u>	Committee Review
	<u>5/27/2025</u>	First Board Meeting (Informational)
	<u>To Be Determined</u>	Second Board Meeting (Action)

Action Taken:            Adopted    \_\_\_\_\_            Rejected    \_\_\_\_\_            Postponed    \_\_\_\_\_

Follow-up Needed:            Yes    \_\_\_\_\_            No    \_\_\_\_\_            Reporting Back Date:    \_\_\_\_\_

**Notes:** Attachments:

- Resolution 2025-05, Declaration of Emergency, Waiver of Competitive Bidding Requirements (Surge Pit)
- Memorandum to File, Declaration of Emergency (Surge Pit)
- Professional Services Agreement, From DMPMPD to MLA Engineering

## **RESOLUTION NO. 2025-05**

### **DECLARATION OF EMERGENCY WAIVER OF COMPETITIVE BIDDING REQUIREMENTS**

**WHEREAS**, RCW 39.04.280 provides for the waiver of competitive bidding requirements under enumerated conditions;

**WHEREAS**, the primary purpose of the Des Moines Pool Metropolitan Park District (the “District”) is to provide for a safe and pleasant indoor aquatic facility, the Mt. Rainier Pool, located at 22722 19th Ave, Des Moines WA 98198;

**WHEREAS**, an essential function of the District is to provide a safe environment for swim lessons which are scheduled to occur now through August 1, 2025, and which offer water-safety education now through summer when drownings are most likely to occur;

**WHEREAS**, District staff has identified structural failure of the surge pit that requires immediate repairs as it presents an immediate threat to the proper performance of essential functions of the District, and the failure to undertake immediate repairs will result in an immediate threat to the proper performance of the District’s essential function of providing a facility for summer swimming lessons;

**WHEREAS**, This District has determined, under Washington state law and District policy, that this situation includes unforeseen circumstances beyond the control of the District that (i) present a real, immediate threat to the proper performance of essential functions of the District and/or (ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken;

**WHEREAS**, by declaring this emergency situation, the District is permitted to waive the procurement requirements for selecting an engineering firm;

**WHEREAS**, District staff determined that an emergency condition existed and proceeded with the necessary steps to repair the damages;

**WHEREAS**, District staff contracted with MLA Engineering LLC to perform such tasks as condition assessment and preparation of construction documents.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Des Moines Pool Metropolitan Park District as follows:

1. The Board hereby adopts the above recitals as findings of the Board;
2. The Board hereby ratifies the staff’s determination and declaration of an emergency under RCW 39.04.280 as detailed above and ratifies the waiver of competitive bidding requirements for the procurement of professional engineering services and other contracts as needed, in connection with the emergency situation; and
3. The Board hereby further ratifies the Professional Services Agreement with MLA Engineering LLC for the purpose of providing engineering services in connection with the emergency.

**ADOPTED** at regular meeting of the Board of Commissioners of Des Moines Pool Metropolitan Park District on June 6, 2025, the following Commissioners being present and voting:

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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Secretary



## DES MOINES POOL METROPOLITAN PARK DISTRICT

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**TO:** DISTRICT RECORDS

**FROM:** SCOTT DESCHENES, DSISTRICT GM

**SUBJECT:** DECLARATION OF EMERGENCY – SURGE PIT ENGINEERING AND REPAIR

**CC:** BRIAN SNURE, LEGAL

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In accordance with RCW 39.04.280(2)(b), and pursuant to authority delegated to the General Manager by the Board of Commissioners, I hereby **declare that an emergency situation exists** that necessitates immediate action to protect public health, safety, or property and to ensure the continued operation of essential District services.

*NATURE OF THE EMERGENCY:*

Surge Pit Structural Issues: “On May 20, the District discovered a failure in the surge pit’s structural system serving the Mount Rainier Pool facility. This failure could result in a loss of structural integrity to the surge pit and ultimately lead to an extended closure. Immediate repairs are required to restore operations and prevent further material losses to the district and community, including swim lessons, exercise, and a needed third place in the community.

*JUSTIFICATION FOR EMERGENCY DECLARATION:*

- The situation poses a risk to public health, safety, or property;
- Delay in response would prevent the District from performing essential functions including swim lessons scheduled to occur now through August 1, 2025;
- Fitness opportunities and a third place for member of the community when children are out of school during summer months;
- Procurement through standard competitive bidding processes would cause undue delay to a pool that has a \$213k grant that needs to be performed before the school season starts in August that requires these repairs to be in place before instituting;
- Immediate contracting with a qualified engineering firm is necessary to assess and initiate repairs.

*CONCLUSION:*

Based on the foregoing, I am formally **declaring an emergency** in accordance with RCW 39.04.280(2)(b). This declaration supports emergency contracting procedures and justifies the immediate execution of a contract with MLA Engineering Firm.

A resolution will be presented to the Board of Commissioners for formal ratification and to enter the written finding of emergency into the official record, consistent with statutory requirements and District procurement policies.

**Scott Deschenes**

District General Manager

Des Moines Pool Metropolitan Park District

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is entered into this 6 day of June, 2025, by and between **Des Moines Pool Metropolitan Park District**, a Washington municipal corporation (the "Client"), whose business address is 22722 19th Avenue So., Des Moines, WA 98198 and **MLA Engineering LLC.**, organized under the laws of the State of Washington, (the "Consultant").

### **CONSULTANT**

Name	MLA Engineering LLC.
Authorized Representative	Myles Parrish, PE
Address	1109-1st Ave., Suite 300 Seattle, Washington 98101
Telephone Number	Tel: 206.264.2727
Email Address	mparrish@mleengineering.com
Washington UBI Number	601 939 286
Federal Identification Number	

For and in consideration of the Compensation noted below, subject to the terms and conditions contained herein, Consultant agrees to perform the following work (the "Work") pursuant to the terms and conditions of this Agreement.

1. **Project.** The Project is described as follows:

**Project Name:** Mount Rainier Pool, Surge Pit Structural Engineering

**Project Location:** 22722 19<sup>th</sup> Avenue S, Des Moines, Washington 98198

2. **Work.** Consultant agrees to perform the Work described in **Exhibit A** in accordance with all applicable laws, codes, and industry standards. In the event of a conflict between this Agreement document and **Exhibit A**, then this Agreement document shall control.

3. **Compensation.** Client shall pay Consultant for all Work completed in conformance with this Agreement based on the actual hours worked and expenses incurred by its employees at rates shown in **Exhibit B**; provided, however, if a time and materials basis for payment is used, Consultant's mark-up on outside services or sub-consultants, shall be limited to ten percent (10%). Consultant shall not adjust the wage rates without written authorization from Client. Compensation under this Agreement shall be limited to a not-to-exceed amount of Fourteen Thousand Dollars (\$14,000) unless additional compensation is authorized in writing by the Client.

**4. Term.** The term of this Agreement shall commence with execution of this document and will terminate when all tasks associated with the Work herein as modified by written amendment have been completed by Consultant, unless sooner terminated as provided herein.

**5. Consultant Information.** Consultant shall provide the following documents to Client at the time this Agreement is executed and shall provide said documents to Client at least once per year thereafter:

- Certificate of Insurance with endorsement naming Client as additional insureds;
- proof of exemption from Workers' Compensation insurance; and
- a completed W-9 form.

**6. Representations.** Client and Consultant represent and warrant that the following statements are true and accurate:

***THIS AGREEMENT IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN.***

***THIS AGREEMENT CONTAINS AN INDEMNIFICATION OF CERTAIN LIABILITIES AND A WAIVER OF CONSULTANT'S TITLE 51 RCW IMMUNITY.***

**IN WITNESS WHEREOF**, Client and Consultant have executed this Agreement, effective the date of the last authorized signature below.

**7. Board Ratification.** This Agreement is subject to ratification by the Board of Commissioners of the Des Moines Pool Metropolitan Park District and that if ratification does not follow, this Agreement shall be subject to immediate termination, and the Consultant shall be compensated for the materials, services, or work provided up to the date of termination.

**Des Moines Pool Metropolitan  
Park District**

**CONSULTANT**

Scott Deschenes, District General Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Myles Parrish PE, Principal

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## GENERAL CONDITIONS

**1. Selection.** The Consultant was chosen after determination of the need for an emergency contract under RCW 39.04.280.

**2. Accounting Records.** Consultant will maintain accounting records, including, but not limited to original receipts, invoices, and related verification, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Work, these records will be available to Client during Consultant's normal business hours for a period of three (3) years after the expiration and/or termination of this Agreement, whichever is later.

**3. Status as Independent Contractor.** Consultant will perform the Work as an independent contractor and not as an employee, agent, joint-venturer, fiduciary, or partner of Client. Consultant is responsible for the means and methods it uses in performing the Work. Consultant and its employees will not qualify for workers' compensation or other fringe benefits of any kind through Client. Neither Party has the right, power, or authority to bind the other.

**4. Termination.** This Agreement may be terminated by either party upon seven (7) days' written notice and opportunity to cure should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of Client.

Further, this Agreement may be terminated by Client at any time for any reason whatsoever, at the sole discretion of Client, with seven (7) days' written notice.

In the event of termination, Consultant shall be compensated for satisfactory Work performed to the termination date. In no case, however, shall such reimbursement exceed the total Compensation. Any work product generated by Consultant prior to such termination shall be the sole property of Client, and Consultant agrees to provide Client with all such materials at no cost to Client.

**5. Consultant Work.** Consultant's Work shall meet or exceed the standard for similar services performed by similarly licensed professionals performing work in King County, Washington.

**6. Charges for Additional Work.** Consultant shall obtain the prior written approval of Client for any charges for additional Work performed by Consultant, the additional Work of others retained by Consultant, or the furnishing of additional supplies, materials, or equipment. Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

**7. Monthly Progress Statements.** Consultant shall submit monthly statements of Work rendered to Client in a form acceptable to Client. Client shall make prompt monthly payments for Work completed to Client's satisfaction. In no event shall Client be charged interest on payments due under this Agreement.

**8. Applicable Law.** All federal, state, and local laws applicable in the rendering of the Work by Consultant shall be complied with in all respects by Consultant, as shall all rules and regulations of any other governmental agency. Consultant shall register to do business in the State of Washington and upon request provide proof of the same to Client. It further agrees by acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Client reserves the right to require Consultant to replace a subconsultant or lower tier participant who cannot meet the foregoing certification requirement.

**9. Deviations from Scope of Work.** Client may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, Consultant shall immediately provide written notice to Client. Any work done in violation of this notice requirement shall be at the sole expense of Consultant. Additionally, Client reserves the right to modify the amount spent for identified project tasks within the scope of work, provided that the Contract Amount, as may be modified as provided herein, is not exceeded.

**10. Client Review of Title Documents and Permit Documents.** Prior to the submission of any documents related to any permits or the execution or recordation of any documents affecting title to any property, the said document shall be reviewed by Client. Client shall be responsible for all costs associated with such review.

**11. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its sub-consultants.

**12. Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide Client with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(a) Workers' Compensation Insurance as required by law.

(b) Employers' Liability Insurance (bodily injuries) with a limit of One Million Dollars (\$1,000,000) per occurrence with an insurance company authorized to write such insurance in all states where Consultant will have employees located in the performance of its work covering its common law liability to such employees.

(c) Comprehensive General Liability Insurance with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000).

(d) Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

(e) Professional Liability Insurance covering Errors and Omissions of Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim.

(f) For Comprehensive General Liability Insurance and Automobile Liability Insurance, each of the policies required herein **shall name Client as an additional insured**. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to Client except upon forty-five (45) days' prior written notice from the insurance company to Client; (iii) contain an express waiver of any right of subrogation by the insurance company against Client and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and Client.

(g) With regard to the Professional Liability Insurance, Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one (1) year thereafter.

(h) Consultant shall furnish Client with two (2) copies of Certificates of Insurance evidencing policies of insurance required herein. **The Certificate of Insurance shall specifically identify the name of the Project.**

**13. Indemnification.** Consultant shall defend (with legal counsel satisfactory to Client), indemnify, and hold Client, its officers, agents, and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs, and expenses (including, without limitation, all attorneys' fees, costs, and expenses of litigation):

- Arising out of any act or omission of Consultant, its directors, officers, consultants, agents, and/or employees in connection with the Work provided pursuant to this Agreement; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance, or law to be kept and performed.

Client will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter Consultant shall (i) reasonably cooperate in the defense of such claim, and (ii) pay Client's defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, Client will reasonably cooperate with Consultant in allowing Consultant to jointly select, with Client, attorneys to defend Client and Consultant, provided that Consultant confirms its obligation to pay Client's defense costs.

Consultant's duty to indemnify Client shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of Client or its officials, agents, or employees. Consultant's duty to indemnify Client for liability for damages arising out of claims caused by or resulting from the concurrent negligence of (a) Client, its agents, or employees; and (b) Consultant, its agents, employees, and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Consultant, its agents, employees, and lower-tier subcontractors or supplier of any tier.

**FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST CONSULTANT BY CLIENT UNDER SUCH INDEMNIFICATION PROVISION, CONSULTANT SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER APPLICABLE FEDERAL OR STATE WORKERS' COMPENSATION ACTS. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.**

**14. Confidentiality.** Any reports, documents, questionnaires, records, information, or data given to, or prepared or assembled under, this Agreement shall be kept confidential unless a specific written waiver is obtained from Client and shall not be made available by Consultant to any individual or organization without prior written approval of Client except as may be ordered by a court of competent jurisdiction. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

**15. Plans, etc. Property of Client.** All original plans, drawings, and specifications prepared by Consultant and any and all sub-consultants for Client and funded by Client are and shall remain the property of Client whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to Client and that was developed independent of funding by Client. Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by Consultant and funded by Client shall become the property of Client. No reports, records, questionnaires, software programs provided by Client, or other documents produced in whole or in part by Consultant under this Agreement, shall be the subject of an application for copyright by or on behalf of Consultant.

**16. Public Records Request.** Correspondence, reports, and other written work that is generated during the course of the relationship created by this Agreement, may be requested by third parties pursuant to the Washington State Public Records Act (RCW 42.56 et. seq.). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief pursuant to RCW 42.56 so as to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

**17. Electronic File Compatibility.** All electronically transmitted output must be compatible with existing Client software. Consultants shall check with Client for software application and system compatibility.

**18. Pollution.** Client acknowledges that Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release, or escape is caused by the intentional or negligent act, or failure to act, of Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. Consultant will promptly notify Client of contamination conditions, if identified.

Notwithstanding the foregoing, Client does not herein waive any cause of action for damages resulting from Client's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

**19. Assignment.** Consultant shall not transfer, sublet, or assign any rights under, or interest in, this Agreement (including, but not limited to, rights of action, monies that are due, or monies that may be due) without the prior written consent of the Client.

**20. Payment of Sub-Consultants.** Client may request Consultant certify that it has paid its sub-consultants in full for all work encompassed by invoices that Client has paid. Consultant shall be solely responsible for the performance of and payment to its sub-consultants. All such sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington.

**21. Waiver.** A waiver by either Party of any covenant, term, or condition of this Agreement must be in writing. Such a waiver will not affect the waiving party's rights with respect to any other or further breach.

**22. Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental, or physical disability, or use of a trained dog guide or service animal. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental, or physical disability, use of a trained dog guide or service animal, or any other protected class.

**23. Disputes.** At the Client's sole option, all claims, disputes, and other matters in question between Client and Consultant arising out of or relating to this Agreement, the breach thereof, or Work thereunder, shall be decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the AAA then governing, or by an arbitrator mutually agreed upon by the parties. If Client elects to arbitrate any such dispute, Client and Consultant shall be bound by any findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. As between the parties to this Agreement, the substantially prevailing party shall be entitled to an award of its attorneys' fees, costs, and expert fees incurred. Client and Consultant expressly grant the arbitrator the authority to award attorneys' fees and costs.

If the Client does not select Arbitration as the means of dispute resolution, all other claims, disputes, and other matters in question between Client and Consultant arising out of or relating to this Agreement, the breach thereof, or work thereunder, shall be decided by an action filed exclusively by litigation. The parties irrevocably waive their right to federal court jurisdiction and their right to a trial by jury.

**24. Jurisdiction.** This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue for any disputes under this Agreement shall be solely in Superior Court for King County, Washington. Each party expressly waives the right to a jury trial.

**25. Entire Agreement.** This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties concerning this matter. Consultant specifically understands that no Client employees other than the designated Client representative or his/her supervisors are authorized to direct the work of Consultant.

**26. Signing Authority.** Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of Consultant and that his/her signature is binding upon the firm or corporation.

**27. Severability and Survival.** If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if it did not contain the provision. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement, will survive its completion or termination for any reason, subject to applicable states of limitation or repose.

**EXHIBIT A**  
**[SCOPE OF WORK]**

**I. PROJECT UNDERSTANDING**

MLA was contacted due to initial structural concerns the owners identified during their planning for upcoming piping and mechanical system modifications. Visible cracks and signs of concrete deterioration as well as two actively leaking pipes were noted as immediate concerns during our site meeting. The project objectives are to provide a structural assessment of the surge tank in its current condition, provide repair recommendations, provide support connections to the surge tank for the piping and mechanical modifications project, and provide treatment options for extension of service life.

**II. SCOPE OF WORK**

**Phase A: Condition Assessment Report**

- Task A.1: Make on-site observations, document conditions with photos, and review drawings, where available, of original design. On-site work is assumed to be limited to one visit.
- Task A.2: Provide a report for review and comments that includes:
  - Description of overall current condition
  - Description and photos of specific areas of concern Outline of recommendations for critical repairs
  - Outline of recommendations for extension of service life
- Additional repairs, treatments, coatings, anodes, etc. Task A.3: Provide final report
  - Update report to include comments from Owner

**Phase B – Construction Documents – Mechanical Systems Upgrade Project**

- Task B.1: Participate in team meetings to coordinate and provide structural support for the piping and mechanical system modifications project.
- Task B.2: Develop construction documents to include repair and retrofit details for new and existing pipe penetrations, details for critical concrete repairs, and details for anchorage of mechanical equipment to the surge tank.
- Task B.3: Provide details for additional repairs, treatments, coating, etc. for service life extension.

**Phase C – Services during Bid & Construction – NOT INCLUDED**

- Task C.1: Review contractor submittals, shop drawings, and photos of construction. Respond to RFI's. Review special inspection field reports.
- Task C.2: Make on-site observations. Includes three site observations, inclusive of a pre-construction meeting at the site and a final punch-list visit near the conclusion of construction.

**III. PROFESSIONAL FEES & ALLOWANCES (Estimated)**

<b>BASIC DESIGN PHASE SERVICES</b>	<b>PROFESSIONAL SERVICES ESTIMATE</b>
<b>Phase A: Condition Assessment Report</b>	<b>\$5,500.00</b>
<b>Phase B: Construction Documents</b>	<b>\$6,800.00</b>
<b>TOTAL Phase A + B Estimate</b>	<b>\$12,300.00</b>

#### **IV. ADDITIONAL SERVICES**

Additional services, if requested, will be billed at the hourly rates Reflected on Exhibit B. These services include, but are not limited to:

- Testing of materials
- Additional trips to the site.
- An increase in the project scope, construction budget and/or schedule extensions that add(s) to the scope or complexity of the structural system and the hours required to provide the structural design. Structural evaluation, repairs, and modifications are limited to the surge tank structure.
- Means and methods of construction, such as erection plans, lifting of prefabricated elements, sequence of construction and accessibility to the site.

#### **V. EXCLUSIONS**

- Services during Bid and Construction
- Identification and removal of hazardous materials.
- Testing of materials in the existing structure.
- Construction cost estimating.
- Development of shop drawings.
- Design of vendor-supplier pre-manufactured items, such as railings or pipe supports.
- Geotechnical engineering testing and report.

#### **VI. ASSUMPTIONS**

- Drawings of existing surge tanks and supporting elements are available and accurate to use for performing the assessment and developing repair details.
- MLA's scope of work is limited to structural design. Other professionals may be required to provide services that may include civil, architectural, mechanical, water filtration, electrical, and permitting of the documents.
- Vendor supplied items, if needed, such as railing and ladders, hatch, equipment supports, pipe supports, etc. shall be bidder-designed, which shall be separately engineered by a Professional Engineer who is retained by the Contractor and included in the Contractor's bid price. MLA will provide final review of the Contractor's submittals to confirm proper integration of the vendor-designed items into the project's structural design.
- The project will be completed before the end-of-year 2025.

#### **VII. HOURLY RATES**

Provided in Exhibit B: Rate Sheet

**EXHIBIT B**  
**[RATE SHEET]**

**Reimbursable Expenses** are in addition to the hourly rates. These costs may include, but are not limited to:

- in-house plots (\$4/full, \$1/half & \$.50/11 x 17)
- in-house photocopies (\$.15-\$.75 varies w/ size/color)
- outside prints, courier & other services (cost x 1.1)
- digital photographs (\$1.00 per print)
- mileage (\$.55/mile) or Uber or Zipcar at cost x 1.1
- postage at cost x 1.1

**Standard Hourly Rates**

Michael Leonard, S.E., Director of Engineering	\$264/Hr
Principal VI	\$225/Hr
Sr. Associate Engineer V	\$195/Hr
Engineer IV	\$175/Hr
Engineer III	\$135/Hr
Engineer - EIT	\$110/Hr
Sr. CAD/Revit Manager/Drafter	\$140/Hr
Sr. Administrative Assistant	\$115/Hr

*Rates are subject to change on Jan 1<sup>st</sup> of each year.*