



TUKWILA POOL METROPOLITAN PARK DISTRICT (TPMPD)

Mission, Vision & Values

TPMPD Mission Statement:

To provide a welcoming public aquatics facility managed in a fiscally-responsible manner with a focus on educating all ages in the lifelong skills of water safety. We carry out this mission with a Board and staff who are compassionate, inclusive, and responsive to the needs of our diverse community, working to foster positive and lifelong experiences with aquatic environments.

TPMPD Vision Statement:

Contributing to the quality of life for our community, and for future generations, through welcoming, fun, safe and positive aquatic experiences at the Tukwila Pool.

TPMPD Core Values:

We Value...

- ...a safe, inclusive, caring public resource that is integrated into the fabric of our community
- ...educating all ages of our community in the lifelong skills of swimming and water safety
- ...integrity and maintaining the highest ethical standards by communicating honestly and transparently
- ...treating everyone with respect and embracing diverse opinions
- ...conducting our business and maintaining our facility in a fiscally-responsible manner that ensures the community can depend on aquatics as an available resource for generations to come
- ...creative, affordable and fun programming that is responsive to the community's needs and contributes to the overall health and wellness of the community
- ...a spirit of collaboration and innovation when working with others to enhance services available for our community members
- ...our amazing volunteers!
- ...citizens of Tukwila whose support allows every resident and staff member to feel a sense of ownership of the pool



TUKWILA POOL METROPOLITAN PARK DISTRICT

Regular Meeting of the Board of Commissioners

03. BUSINESS ITEMS:

a) Pool Reopening Operational Plan Discussion

The Board will have a discussion regarding the process to reopen the facility when the social distancing guidelines are eased/lifted. Additional written material/report may also be presented.



INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: Finance Committee

DATE: April 27, 2020

SUBJECT: **Repair/Replacement: Domestic Hot Water Heater**

ISSUE

The existing AO Smith Domestic Hot Water Heater is leaking and needs repair/replacement.

FINANCIAL IMPACT

The repair/replacement cost quote is \$19,169.70 (\$17,427 plus tax). The 2013 quote to replace the existing domestic hot water heater with condensing water heater was \$127,747.

BACKGROUND

The Tukwila Pool MPD's Capital Improvement Plan (CIP) for the domestic boiler is to replace it in 2026, which is 13 years after the 2013 renovation. The original warranty on the current domestic boiler is expired.

DISCUSSION

- What should the life expectancy be, based on McKinstry's experience, for this tank/system?
- Should this quote fall under facility repairs for the 2020 Budget with a conversion/overhaul needed in the future?
- Is there a need to adjust our CIP Lifecycle Replacement Plan and contributions accordingly to accommodate?
- Are there any other major items (Greater than \$5000) not already accounted for on the CIP Lifecycle Replacement plan, that McKinstry can identify as most likely in need of replacement prior to 2030?

RECOMMENDATIONS

None: Informational Only

ATTACHMENTS

- 04/24/2020 quote from McKinstry, LLC – RE: Replacement of AO Smith Hot Water Heater
- Tukwila Pool MPD LifeCycle Replacement Plan (Rev. 11/26/2018)

Tukwila Pool

4/24/2020

Tukwila Pool
4414 S 144th St.
Tukwila, WA 98168

Attn: Brad Harpin
operations@tukwilapool.org
(206) 267-2350

RE: Replacement of AO Smith Hot Water Heater

Thank you for the opportunity to provide the following proposal. We have been asked to propose a solution to replace the AO Smith boiler with an option that increases functionality, uptime, energy efficiency, and serviceability. The details and recommendations are listed below.

EXISTING CONDITIONS:

- > The existing AO Smith Domestic HW Heater is currently leaking and needs to be replaced.

RECOMMENDATIONS:

- > Install a new Cyclone Gas Fired AO Smith Hot Water Heater

Our scope includes labor and materials to:

- > Permitting with the City of Seattle as necessary
- > Furnish and install (1) Cyclone Gas Fired Hot Water Heater
- > Remove existing Boiler and dispose of per EPA guideline regulations
- > Disconnect existing electrical
- > Disconnect existing controls
- > Disconnect existing water and vent piping
- > Disconnect existing gas piping
- > Furnish and install all piping necessary to reconnect new boiler
- > Reconnect existing electrical
- > Reconnect existing control wiring
- > Reconnect existing gas and water piping
- > Rework PVC vent piping to accommodate new venting location on Cyclone heater
- > Startup and Test
- > 1st year parts and labor warranty / 3 year tank warranty

EXCLUSIONS:

- > Patch and Paint
- > Any structural modifications required
- > Integration of controls into existing building automation system other than what is already in place
- > Anything not included in above scope
- > Existing conditions
- > Washington State Sales Tax

QUALIFICATIONS:

- > McKinstry assumes that that the SCCR (Short Circuit Current Rating) is less than the Available Fault Current at the point of connection
- > All work to take place during normal business hours (6am-5pm)

TIME AND MATERIALS NOT TO EXCEED PRICE FOR ABOVE SCOPE: \$ 17,427.00

Payment is due in full upon substantial completion. This proposal is valid for 45 days from the date proposed. Upon your favorable review, please sign and return this proposal for scheduling and implementation. Should you have any questions or require additional information, please feel free to call me at 206-832-8130

Sincerely,



Eric Manchion
Project Manager
McKinstry
ericma@mcKinstry.com

Acceptance:

Customer Signature and Date

Terms and Conditions

- Performance of Work.** McKinstry Co, LLC shall perform the scope of work ("Work") specified herein. McKinstry Co, LLC shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry Co, LLC to perform any and all aspects of the Work.
- Payments.** Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. An advance payment of no more than 20% may be invoiced on acceptance of this proposal to cover initial costs such as project management, engineering, permits, etc. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate of 1.5 percent per month on all sums overdue and unpaid from the date due.
- Warranties.** Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry Co, LLC as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry Co, LLC makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.
- Termination.** Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.
- Disputes.** In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.
- Choice of Law, Venue.** The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.
- Force Majeure.** Neither McKinstry Co, LLC nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.
- No Waiver.** No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.
- Intellectual Property.** Intellectual property provided by McKinstry Co, LLC to Customer as part of the Work are instruments of service owned by McKinstry Co, LLC and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry Co, LLC grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.
- Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR SIMILAR, DAMAGES OR LOSSES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, UNDER ANY THEORY, IS LIMITED TO THE AGREEMENT PRICE.
- Indemnification.** McKinstry Co, LLC shall indemnify and hold harmless Customer from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry Co, LLC's performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry Co, LLC.
- Severability, Survival.** If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.
- Amendment.** This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.
- Complete Agreement.** This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry Co, LLC and Customer as to the Work are superseded by this agreement.

Tukwila Pool MPD CIP Fund Running Totals (Lifecycle & Demo)

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Lifecycle Running Total			\$50,000	\$100,000	\$100,000	\$173,305	\$175,512	\$170,769	\$100,564	\$150,564	\$178,360	\$178,046	\$228,046	\$181,984	\$98,778	\$17,669	(\$47,573)	\$2,427	\$13,469				
Demo Running Total	\$30,000	\$60,000	\$90,000	\$120,000	\$120,000	\$180,000	\$210,000	\$240,000	\$270,000	\$300,000	\$330,000	\$360,000	\$390,000	\$420,000	\$450,000	\$480,000	\$510,000	\$540,000	\$570,000				
Fund Running Total	\$30,000	\$60,000	\$140,000	\$220,000	\$220,000	\$353,305	\$385,512	\$410,769	\$370,564	\$450,564	\$508,360	\$538,046	\$618,046	\$601,984	\$548,778	\$497,669	\$462,427	\$542,427	\$583,469				\$583,469

Tukwila Pool MPD LifeCycle Replacement Plan (Rev. 11/26/18)

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Item																							
Pool Liner							\$54,743									\$131,109							
Heat Exchanger (Pool Water)													\$96,062										
Pool Covers							\$16,831					\$16,451					\$20,015						
Painting (Int. & Ext.)									\$120,205														
Chemical Feeding (Leasing)																							
ADA Chair Lift																	\$18,009						
Starting Blocks							\$18,000																
Diving Board											\$22,204												
Domestic Boiler															\$133,206								
Stall Partitions																						\$38,958	
Locker Room Floor Resurfacing												\$29,605											
Pool Deck Floor Resurfacing					\$49,895 Ex*												\$72,038						
Slide Steps/Platform							\$13,354																
Lighting (Pool Deck)							\$7,954																
Lane Dividers							\$3,337					\$4,258					\$5,180						
Security Cameras							\$9,317																
Annual Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$68,793	\$54,743	\$120,205	\$0	\$22,204	\$50,314	\$0	\$96,062	\$133,206	\$131,109	\$115,242	\$0	\$38,958	\$0	\$0	\$0	\$830,836
Starting Balance				\$50,000	\$100,000	\$100,000	\$173,305	\$175,512	\$170,769	\$100,564	\$150,564	\$178,360	\$178,046	\$228,046	\$181,984	\$98,778	\$17,669	(\$47,573)	\$2,427		\$0	\$0	
Annual Contribution			\$50,000	\$50,000		\$73,305	\$71,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000				\$844,305
Ending Balance			\$50,000	\$100,000	\$100,000	\$173,305	\$175,512	\$170,769	\$100,564	\$150,564	\$178,360	\$178,046	\$228,046	\$181,984	\$98,778	\$17,669	(\$47,573)	\$2,427	\$13,469	\$0	\$0	\$0	\$13,469
*Excluded- Paid in General Fund																							
Items Not Included																							
Pool Circ Pump/VFD																						\$179,082	
Roof (New in 2013- 25+Years)																						\$409,740	
HVAC Controls																					\$162,065		
Boiler																						\$252,822	

Tukwila Pool MPD CIP Fund Demo Reserve

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Starting Balance	\$0	\$30,000	\$60,000	\$90,000	\$120,000	\$120,000	\$180,000	\$210,000	\$240,000	\$270,000	\$300,000	\$330,000	\$360,000	\$390,000	\$420,000	\$450,000	\$480,000	\$510,000	\$540,000				
Annual Contribution	\$30,000	\$30,000	\$30,000	\$30,000		\$60,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000				\$570,000
Ending Balance	\$30,000	\$60,000	\$90,000	\$120,000	\$120,000	\$180,000	\$210,000	\$240,000	\$270,000	\$300,000	\$330,000	\$360,000	\$390,000	\$420,000	\$450,000	\$480,000	\$510,000	\$540,000	\$570,000				\$570,000