



## LAKESWOOD CITY COUNCIL AGENDA

Tuesday February 18, 2025

6:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel: <https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can participate via Zoom by either visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373.

**Virtual Comments:** If you would like to provide virtual Public Comments or Testimony on Public Hearings during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

**By Phone:** For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), to use the "Raise Hand" feature press \*9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press \*6 to unmute yourself. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

**By ZOOM:** For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

*Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*

<http://www.cityoflakewood.us>

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PROCLAMATIONS AND PRESENTATIONS**

1. Business Showcase. – *State Farm Insurance, Juanita Lanier, Agent*

**PUBLIC COMMENTS****C O N S E N T   A G E N D A**

- (4) A. Approval of the minutes of the City Council meeting of February 3, 2025.
- (10) B. Motion No. 2025-09  
  
Authorizing the execution of an agreement with SMS Cleaning, Inc., in the amount of \$135,023, for custodial services.
- (38) C. Motion No. 2025-10  
  
Authorizing the City Manager to accept sponsorship donations, in the amount of \$67,000, from Amazon, Twin Start Credit Union, Virginia Mason Franciscan Health, Pierce Transit, Washington State Employee Credit Union, Vibrant Schools and friends to support City of Lakewood programs and events.
- (40) D. Motion No. 2025-11  
  
Authorizing the execution of a Memorandum of Understanding between the City of Lakewood and Partners for Parks to support payment of A&E services for the Fort Steilacoom Park H-Barn project.

(44) E. Motion No. 2025-12

Authorizing the execution of an agreement with Graham Baba Architects, in the amount of \$981,367, for design services for the Fort Steilacoom Park H-Barn project.

## (66) F. Items filed in the Office of the City Clerk:

1. Parks and Recreation Advisory Board meeting minutes of November 24, 2024.

**R E G U L A R   A G E N D A****UNFINISHED BUSINESS****NEW BUSINESS****REPORTS BY THE CITY MANAGER****CITY COUNCIL COMMENTS****ADJOURNMENT**



## **LAKWOOD CITY COUNCIL MINUTES**

Monday, February 3, 2025

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215-8782

Participant ID: 868 7263 2373

### **CALL TO ORDER**

Mayor Whalen called the meeting to order at 7:00 p.m.

### **ROLL CALL**

Councilmembers Present: 6 – Mayor Jason Whalen, Councilmembers Michael Brandstetter, Ryan Pearson, Patti Belle, J. Trestin Lauricella and Paul Bocchi.

Councilmembers Excused: 1 – Deputy Mayor Moss.

### **PLEDGE OF ALLEGIANCE**

Mayor Whalen paused for a moment of silence and led the Pledge of Allegiance.

### **PROCLAMATIONS AND PRESENTATIONS**

#### **Proclamation recognizing February, 2025 as Black History Month.**

MAYOR WHALEN AND YOUTH COUNCILMEMBER CHASE WASHINGTON READ AND PRESENTED A PROCLAMATION RECOGNIZING FEBRUARY, 2025 AS BLACK HISTORY MONTH TO LAKEWOOD HIDDEN HEROES LISA BOYD, DARWIN AND SHARTRICE PETERS, GRANT TWYMAN, TANIKKA WATFORD, AND VANESSA WOODS.

#### **Recognition of Landmarks and Heritage Advisory Board Members.**

Mayor Whalen presented Certificates of Recognition to Bethene Campbell and Glen Speith and recognized Amelia Escobedo and Christina Manetti for their service to the Landmarks and Heritage Advisory Board.

#### **Youth Council Report.**

Youth Councilmember Ruffaro Guzha shared that students are volunteering with the Lakewood First Lions and Bridget Holbrook

shared that students are working on a video to air on social media this week.

### **Clover Park School District Report.**

Krissy Kim, Boardmember, Clover Park School District (CPSD) thanked the City for the partnership on the Hidden Heroes campaign for Black History month. She shared that this week is School Counseling Week, the STEAM Fair will be held on March 8<sup>th</sup> at Harrison Preparatory School and CPSD is recruiting for a vacancy on School Board representing District 6.

### **PUBLIC COMMENTS**

*James Guerrero, Architect*, spoke about zoning code requirements for Accessory Dwelling Units (ADU's).

*Vicky Stanich, Lakewood resident*, shared that the Fort Steilacoom Park Neighborhood Association has formed and spoke about community connections and in support of a budget allocation for neighbor associations.

*Christina Manetti, Garry Oak Coalition*, spoke about the Tiny Home Village project and environmental impacts.

*Dave Durr, Lakewood resident*, spoke about zoning code requirements of 1,000 square feet for Accessory Dwelling Units (ADU's).

*Dennis Haugen, Sioux Falls resident*, spoke about law and order, common sense and breaking the law.

*James Dunlop, Lakewood resident*, spoke about the sunseting of the Landmarks and Heritage Advisory Board.

### **C O N S E N T   A G E N D A**

- A. Approval of the minutes of the City Council study session of January 13, 2025.
- B. Approval of the minutes of the City Council meeting of January 21, 2025.
- C. Approval of the minutes of the City Council study session of January 21, 2025.
- D. Approval of claims vouchers, in the amount of \$5,985,299.47, for the period of December 14, 2024 through January 15, 2025.

E. Approval of payroll checks, in the amount of \$3,408,162.31, for the period of December 16, 2024 through January 15, 2025.

F. Motion No. 2025-08

Authorizing the execution of an agreement with D.P. Excavation, LLC, in the amount of \$357,825, for the demolition of dangerous and nuisance structures at 9230-9330 Bridgeport Way SW.

G. Items filed in the Office of the City Clerk:

1. Community Services Advisory Board meeting minutes of October 16, 2024.

COUNCILMEMBER PEARSON MOVED TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

## R E G U L A R   A G E N D A

### ORDINANCE

**Ordinance No. 826 Granting Ezee Fiber, a non-exclusive franchise for the transmission of telecommunications in, through, over and under the rights-of-way in the City of Lakewood.**

COUNCILMEMBER BELLE MOVED TO ADOPT ORDINANCE NO. 826. SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

### RESOLUTION

**Resolution No. 2025-02 Conditionally approving the 11409 Kendrick LLC, Multifamily Tax Exemption.**

COUNCILMEMBER PEARSON MOVED TO ADOPT RESOLUTION NO. 2025-02. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**Resolution No. 2025-03 Amending the 2025 Docket of Comprehensive Plan Land Use, Zoning Map and Policy Amendments.**

COUNCILMEMBER LAURICELLA MOVED TO ADOPT RESOLUTION NO. 2025-03. SECONDED BY COUNCILMEMBER BOCCHI.

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COUNCILMEMBER BRANDSTETTER MOVED TO AMEND RESOLUTION NO. 2024-03 TO ADOPT THE FOLLOWING SCHEDULE FOR

INCORPORATION OF ACCESSORY DWELLING UNIT (ADU) REGULATION INTO THE CITY'S COMPREHENSIVE PLAN 2025 WORK CYCLE:

- FEBRUARY 19, PLANNING COMMISSION STUDY SESSION INTRODUCTION
- APRIL 2, PLANNING COMMISSION PUBLIC HEARING
- APRIL 16, PLANNING COMMISSION ACTION RECOMMENDATION
- MAY 12, COUNCIL STUDY SESSION TO CONSIDER PLANNING COMMISSION RECOMMENDATION
- MAY 19, CITY COUNCIL PUBLIC HEARING
- JUNE 2, CITY COUNCIL ACTION/ADOPTION OF ORDINANCE

SECONDED BY COUNCILMEMBER LAURICELLA. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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VOICE VOTE WAS TAKEN ON RESOLUTION NO. 2025-03 AS AMENDED AND CARRIED UNANIMOUSLY.

**Resolution No. 2025-04 Amending the City Council Rules of Procedure.**

COUNCILMEMBER PEARSON MOVED TO ADOPT RESOLUTION NO. 2025-04. SECONDED BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

**REPORTS BY THE CITY MANAGER**

City Manager Caulfield spoke about potential impacts to federal funding allocated to the city for projects such as the RAISE Grant, Emergency Management Performance Grant and the Domestic Violence STOP grant.

He then recognized City crews who are responding to winter weather and the City requested Pierce Transit's support in the state capital budget request of \$250,000 for the purchase, fabrication, and installation of an electronic community notification board at 96<sup>th</sup> Street and South Tacoma Way, adjacent to Pierce Transit's headquarters.

He then reported that the City submitted a \$2 Million Clean Building Performance Grant and requested that City Council to hold a retreat on Saturday, March 29, 2025 to begin at 8:30 a.m.

He then announced the following upcoming meetings and events:

- February 7, 11:30 A.M., Grand Opening of LASA's Hygiene Center, 8956 Gravelly Lake Drive
- February 8, 5:00 P.M., Caring for Kids Happy Hearts Fundraising Auction and Dinner Event, McGavick Conference Center
- February 15, 11:00 A.M., 27<sup>th</sup> Annual Asia Pacific New Year Celebration Opening Ceremony, Tacoma Dome Exhibition Hall
- February 18, 2:30 P.M., Legislative Meeting with Senator Conway, State Capitol, Olympia
- February 19 and 20, AWC City Action Days, The Marcus Pavilion at St Martin's University
- February 20, 6:30 P.M., Boys and Girls Clubs of the South Puget Sound, 2025 Legacy of HOPE Event, Hotel Murano, Bicentennial Pavilion
- February 26, 11:30 A.M. to 1:30 P.M., Tacoma-Pierce County Economic Development Board (EDB) Annual Meeting, Greater Tacoma Convention Center
- March 4, Noon, Habitat for Humanity 2025 Changing Lives Luncheon, Hotel Murano, Bicentennial Pavilion

## **CITY COUNCIL COMMENTS**

Councilmember Brandstetter spoke about amendments to City Council Rules of Procedure and spoke about proposed State Legislative bills specifically regarding recreation vehicles and the Proclamation recognizing Black History month.

Councilmember Pearson shared that he attended the Parks and Recreation Advisory Board and Puget Sound Regional Council meetings.

Councilmember Belle spoke about the Hidden Heroes campaign, Black History Month Proclamation, Ezee Fiber Franchise and encouraged residents to stay safe during inclement weather.



Councilmember Lauricella congratulated those who were recognized for the Black History Month Proclamation, the Landmarks and Heritage Advisory Board members and spoke about the Ezee Fiber Franchise and options for residents. He shared that this week he will attend the Public Safety Advisory Committee.

Councilmember Bocchi shared that this week he will attend the Planning Commission meeting.

Mayor Whalen complimented Youth Councilmembers and shared that this week he will attend the LASA Hygiene Center Open House and the Asia Pacific New Year Celebration.

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Mayor Whalen announced that the City Council will recess into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee. The City Council recessed into Executive Session at 8:45 p.m. and reconvened at 9:08 p.m.

## **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:08 p.m.

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JASON WHALEN, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>  February 18, 2025	<b>TITLE:</b> Custodial Services Contract	<b>TYPE OF ACTION:</b>  — ORDINANCE NO.  — RESOLUTION NO.  — MOTION NO. 2025-09  — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Contract and Bid Tabulation	


**SUBMITTED BY:** Mary Dodsworth, Parks, Recreation & Community Services Director

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute a custodial services contract with SMS Cleaning, Inc in the amount of \$135,023 to clean city facilities.

**DISCUSSION:** The City has contracted with the same custodial services since 2017. The current custodial services contract has expired and there is a need to secure a vendor to maintain uninterrupted maintenance and sanitation services throughout the City.

**ALTERNATIVE(S):** Council could reject the bids and readvertise the RFP or reduce the number of days at each site or level of service. This could delay contracting and reduce the cleanliness at City buildings.

**FISCAL IMPACT:** The fiscal impact for custodial services is \$135,023. Expenses are appropriated to each facility in the various PRCS division budgets, which are all funded by general fund dollars. The new cost is \$23,625 over current allocations for custodial services. Adjustments will be made in the carry forward budget. Cleaning services are normally subject to retail sales tax, however, in WAC 458-20-172 it states if a company performs routine and repetitive “janitorial services,” the company's receipts are not subject to retail sales tax.

Mary Dodsworth _____ Prepared by	 _____ City Manager Review
Mary Dodsworth _____ Department Director	

**DISCUSSION (CONTINUED):** The city manages five key facilities that require varying levels of custodial services:

1. Lakewood City Hall
2. Police Station
3. Parks Maintenance Shop
4. City Operations and Maintenance Shop
5. Sound Transit Parking Garage
6. Pavilion at Fort Steilacoom Park

The City issued a Request for Proposal on January 17, 2025 from qualified vendors to provide custodial services for City facilities. Six firms submitted bids and Cabbros Cleaning Services was the lowest responsive bidder. While doing our due diligence, we discussed the contract elements that were to be included in this package. Once they determined that we were not including the parks seasonal restroom cleaning, they withdrew their bid.

Staff contacted the next low bidder, SMS Cleaning, Inc. Their references were excellent, and they have the capacity to support this contract. The custodial services provided under this contract will help maintain high standards of service for employees and visitors and ensure compliance with the City's maintenance and sanitation obligations.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
SMS Cleaning Inc**

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This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_\_ day of February, 2025, by and between the City of Lakewood, a Washington municipal corporation ("City"), and SMS Cleaning, Inc. ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

SMS Cleaning, Inc. :  3118 Judson Street Unit 889 Gig Harbor, WA 98335  info@msmcleaning.net  206-529-7076	<b>CITY OF LAKEWOOD:</b> 6000 Main Street SW Lakewood, WA 98499 Attn: Scott Williams Phone: 253-377-4392 Email: swilliams@cityoflakewood.us
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The Parties agree as follows:

**1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than 12/31/26 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

**2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

**3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 30 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails

to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### **4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, 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 Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Contractor'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.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**6. INSURANCE.** The Contractor 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 Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. 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. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limit:

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

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

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

6.6 Verification of Coverage. Contractor shall furnish the Public Entity 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.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor 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 the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

**7. WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

**8. BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

**9. INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

**10. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.



**11. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**12. GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.6 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

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

CITY OF LAKEWOOD

SMS Cleaning, Inc.

\_\_\_\_\_

John J. Caulfield, City Manager

\_\_\_\_\_

Kyong Hoon, Manager

ATTEST:

\_\_\_\_\_

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney

## **EXHIBIT "A"**

### **SERVICES**

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

See attached scope of work listed in the Request for Proposal - Work includes facility locations, cleaning tasks and responsibilities, work schedule, and hours and frequency noted under Base Bid and Alternative Bid B items.

Alternate Bid B (one time annual cleaning) will be coordinated as needed with a minimum of two weeks notice.

The City may add or delete frequency of tasks with two weeks notice. Price for any additions or deletions will be prorated based on the price provided in the bid proposal.

The contract term and price will be set for 21 months (April 1 - December 31, 2026) with the ability to extend for one year at a time up to three more years (December 31, 2029).

**EXHIBIT "B"**

**COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed \$ 135,023 Dollars and Washington State sales tax equal to \$ NA Dollars for a total amount not to exceed \$ 135,023.

2. Method of Compensation:

Noted in section 4.2 above

**IF NEEDED PICK APPROPRIATE NOTARY:**

**Corporate:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_ day of \_\_\_\_\_, 20\_\_.

Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of  
Washington. My commission expires\_

**Individual:**

STATE OF WASHINGTON)  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me, \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this \_ day of \_\_\_\_\_, 20\_\_.

Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of  
Washington. My commission expires\_



**Lakewood Custodial Services**

**Bid Closing Date: January 31, 2025**

<b>Bidder</b>	<b>Base Bid</b>	<b>Alternative Bid A (Reduced Frequency)</b>	<b>Alternative Bid B (One Time Annual)</b>	<b>Alternative Bid C (Parks Property)</b>	<b>Total Bid (Base Bid &amp; Alt B)</b>	
EcoBrite Services, LLC	\$262,011.36	\$202,789.80	\$12,961.80	\$24,641.24	\$274,973.16	
<del>Cabbros Cleaning Services</del>	<del>\$117,900.00</del>	<del>\$100,740.00</del>	<del>\$7,635.00</del>	<del>\$69,050.00</del>	<del>\$125,535.00</del>	withdrew bid
Buenavista Servies Inc.	\$120,640.00	\$100,412.00	\$15,215.00	\$46,300.00	\$135,855.00	
<b>SMS Cleaning, Inc.</b>	<b>\$120,022.76</b>	<b>\$113,464.00</b>	<b>\$15,000.00</b>	<b>\$59,272.50</b>	<b>\$135,022.76</b>	
Armstrong Services, LLC	\$359,937.76	\$289,731.00	\$40,956.00	\$10,783.65	\$400,893.76	
Lakewood Building Maintenance	\$376,328.16	\$543,585.64	\$41,814.28	\$78,650.00	\$418,142.44	





**SMS Cleaning, Inc.**

# City of Lakewood

## RFP- Custodial Services

SMS Cleaning, Inc.  
3118 Judson St. Unit 889  
Gig Harbor, WA 98335  
(206)992-8139  
[info@smscleaning.net](mailto:info@smscleaning.net)

Contact Person: Kyong Hoon  
Title: Manager  
Email: [kyonghoon@smscleaning.net](mailto:kyonghoon@smscleaning.net)  
Phone: (206)529-7076



## **Firm's Experience and History, Knowledge, and Experience of Key Individuals**

We have over 30 years of experience in providing exceptional janitorial services throughout Washington State for both governmental and commercial customers. Government agencies we have provided services to include the Department of Licensing, Department of Social and Health Services, Department of Transportation, US Army, police departments, and others. On the commercial side, our customers include a wide variety of businesses such as schools, churches, warehouses, medical labs, high-end car dealerships, and of course office buildings. We have had contracts at various small sites such as churches to installations all the way up to 400,000 square feet.

We provide complete janitorial service of multiple buildings including general cleaning, strip, seal, floor waxing, carpet shampoo, detailed restroom maintenance, and interior/exterior windows.

### **List of Key Individuals for this contract:**

- Kyong Hoon - Project Manager: Oversees the entire janitorial cleaning project. Responsible for planning, coordination, and ensuring the project meets its objectives within the specified budget and timeline.
- Said Felix - Supervisor: Reports to the Project Manager. Manages the day-to-day operations of the cleaning team. Assigns tasks to cleaners, ensures work quality, and addresses any issues that arise during cleaning operations.
- Jin So – Office Manager/Quality Assurance: Responsible for maintaining the quality standards of cleaning services. This department ensures that cleaning tasks are performed according to specified protocols and standards.

Please see attached for Resumes.

**Our estimated response time to emergency service requests is 2-3 hours.**

## References

1. Washington State Department of Transportation  
7407 31<sup>st</sup> Ave. NE,  
Lacey, WA 98516  
Scott Woodruff  
Olympic Region Maintenance Budget & Facilities Manager  
Work Phone – 360-357-2611  
Cell Phone – 360-349-1180  
[WoodruS@wsdot.wa.gov](mailto:WoodruS@wsdot.wa.gov)

Complete janitorial service of multiple buildings including general cleaning, strip, seal, floor waxing, carpet shampoo, detailed restroom maintenance, and interior/exterior windows

2. Hinshaw's Auto  
2605 Auburn Way N,  
Auburn WA 98002  
Andrew Primis  
Facilities Manager  
Cell Phone - 360-239-7011  
[aprimis@gmail.com](mailto:aprimis@gmail.com)

Complete janitorial service of multiple buildings including entrances, show rooms, and floors, offices and service areas including general cleaning, strip, seal, floor waxing, carpet shampoo, detailed restroom maintenance, and interior/exterior windows.

3. O'brien Auto Group  
1602 40<sup>th</sup> Ave. Court East  
Fife, WA 98424  
David Kreg  
Manager  
Work Phone – 253-365-6672  
Cell Phone – 253- 576-1475  
[dkreg@volvooftacoma.com](mailto:dkreg@volvooftacoma.com)

Complete janitorial service of multiple buildings including entrances, show rooms, and floors, offices and service areas including general cleaning, strip, seal, floor waxing, carpet shampoo, detailed restroom maintenance, and interior/exterior windows.

# Kyong Hoon

3118 Judson St PO 889, Gig Harbor, WA 98335 \* (206) 529-7076 \* kyonghoon@smcleaning.net

## EXPERIENCE

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### **SMS CLEANING INC, Tacoma, WA**

*Contract Manager, Jan 2016 - Present*

- Represent companies in negotiating contracts and formulating policies with suppliers.
- Direct and coordinate activities of personnel engaged in buying, selling, and distributing materials, equipment, machinery, and supplies.
- Interview and hire staff, and oversee staff training.
- Locate vendors of materials, equipment or supplies, and interview them to determine product availability and terms of sales.
- Prepare and process requisitions and purchase orders for supplies and equipment.
- Develop and implement purchasing and contract management instructions, policies, and procedures.
- Maintain records of goods ordered and received.

### **SMS CLEANING INC, Tacoma, WA**

*Lead Janitor, Aug 2015 - Jan 2016*

- Monitor building security and safety by performing such tasks as locking doors after operating hours and checking electrical appliance use to ensure that hazards are not created.
- Service, clean, or supply restrooms.
- Gather and empty trash.
- Clean building floors by sweeping, mopping, scrubbing, or vacuuming.
- Follow procedures for the use of chemical cleaners and power equipment to prevent damage to floors and fixtures.
- Clean windows, glass partitions, or mirrors, using soapy water or other cleaners, sponges, or squeegees.

## EDUCATION

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### **WHEATON COLLEGE**

**Wheaton, IL**

*Bachelor of Arts (B.A.) Business Administration*

## CERTIFICATIONS

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- Bloodborne Pathogen Cleaning Certified
- Customer Service Training Certified
- Green Cleaning Training Certified

# Jin So

jinso@smscleaning.net | 206.992.8139

## EDUCATION

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**Business Economics, Wheaton College, Wheaton, IL**

Graduated May 2021

- GPA: 3.9/4.00
- Dean's List
- Related Course Work: Principles to Microeconomics, Principles of Macroeconomics, Financial Accounting, Business Statistics, Applied Calculus, Public Speaking, Principles of Marketing, Finance.

## EXPERIENCE

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**Korean Teacher, Tacoma Community Presbyterian Church, Tacoma, WA**

2014-2016

- Developed and implemented effective lesson plans tailored to the needs of Korean language learners.
- Utilized a variety of teaching methods and resources to enhance language acquisition, including multimedia tools, games, and cultural materials.
- Assessed student progress through quizzes, tests, and projects, and providing constructive feedback to support their learning journey.
- Created a positive and inclusive classroom environment that fosters student engagement and cultural appreciation.
- Collaborated with colleagues and parents to support student learning and address any challenges that arise.

**Crossfit Coach, Wheaton College, Wheaton, IL**

2018-2019

- Conducted group classes and individual training sessions focused on functional movements, high-intensity workouts, and proper technique.
- Designed and implemented effective workout programs tailored to the fitness levels and goals of clients.
- Provided personalized coaching and feedback to help clients improve their form, strength, and overall fitness performance.
- Demonstrated and instructed proper techniques for Olympic weightlifting, gymnastics, and other CrossFit movements.
- Ensured a safe training environment by monitoring equipment, enforcing safety protocols, and providing first aid when necessary.
- Built relationships with clients to support their fitness journey, motivate them to achieve their goals, and foster a sense of community within the gym.

**SMS Cleaning Inc. Office and Operational Manager**

2016-Present

- Overseeing daily office operations, including administrative tasks, facilities management, and office supplies procurement.
- Coordinating meetings, appointments, and travel arrangements for employees.
- Handling correspondence, phone calls, and emails, and resolving inquiries or issues in a timely and professional manner.
- Maintaining confidential records and files, ensuring compliance with data protection regulations and company policies.
- Conducting site inspections and quality audits to monitor service quality, identify areas for improvement, and address client feedback or concerns.
- Planning and coordinating cleaning schedules, equipment maintenance, and inventory management to meet client needs and budget constraints.
- Managing a team of janitorial staff, including hiring, training, and performance evaluation.

# Said Felix

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## WORK EXPERIENCE

### Janitorial Supervisor

2020-Present

- Supervise and coordinate the activities of cleaning staff, including scheduling, training, and performance management, to ensure efficient and effective cleaning operations.
- Inspect facilities to evaluate cleanliness levels and identify areas needing attention, and develop cleaning schedules and routines accordingly.
- Oversee the inventory of cleaning supplies and equipment, ensuring adequate stock levels and proper maintenance to support daily operations.
- Train new hires on cleaning procedures, safety protocols, and equipment usage, and provide ongoing coaching and feedback to enhance performance.
- Monitor compliance with health and safety regulations, including OSHA guidelines, and implement corrective actions as needed to maintain a safe work environment.
- Respond promptly to cleaning emergencies, such as spills or accidents, and coordinate with maintenance staff to address maintenance issues or repairs.
- Communicate regularly with facility managers or clients to understand their cleaning needs and address any concerns or requests in a timely manner.
- Conduct performance evaluations and provide recognition or disciplinary action as appropriate to motivate and maintain a high-performing team.
- Implement quality assurance measures, such as inspections and audits, to ensure adherence to cleaning standards and customer satisfaction.
- Stay updated on industry trends, best practices, and new cleaning technologies to continuously improve cleaning processes and achieve operational excellence.

### Insurance Salesman

2018-2020

- Identify and prospect new customers through cold calling, networking, and referrals to expand the customer base and generate sales opportunities.
- Build and maintain relationships with existing customers, providing personalized service and support to understand their needs and preferences.
- Conduct product demonstrations and presentations to showcase features, benefits, and value propositions, addressing customer concerns and objections effectively.
- Develop and implement sales strategies and action plans to achieve sales targets and maximize revenue growth.
- Prepare and deliver sales proposals, quotes, and contracts, negotiating terms and pricing to close deals and secure orders.
- Follow up on leads and inquiries in a timely manner, maintaining accurate records of sales activities, opportunities, and customer interactions in CRM systems.

**Custodial Service BID FORM (Due Friday, January 31, 2025 @ 2:00 p.m.)**

**TO:** City of Lakewood, City Clerk's Office  
**ADDRESS:** 6000 Main Street SW, Lakewood, WA 98499-5027  
**PROPOSAL TO LAKEWOOD CITY COUNCIL, LAKEWOOD,**

**WASHINGTON**

**PROJECT: Custodial Services**

**Firm Name:** SMS Cleaning, Inc.

**Bidder:** Kyong Hoon; SMS Cleaning, Inc.

**Address:** 3118 Judson St. Unit 889, Gig Harbor, WA 98335

**Phone:** 206-529-7076      **Email:** kyonghoon@smscleaning.net

**Contractor's State License #** 602-016-570

**BIDDER'S DECLARATION OF UNDERSTANDING:**

The Bidder, in compliance with the City's Advertisement for Bids and Instructions for Bidders for Custodial Services, having examined the specifications, related documents and the locations of the proposed work, and being familiar with all of the conditions surrounding the work including the availability of labor and equipment, hereby proposes to furnish all labor, materials, tools, equipment, and documentation for the rates and lump sum prices listed below. These prices shall cover all expenses incurred in performing the work required under the contract documents, for which this bid is a part. Sales tax shall not be included in the lump sum prices within this bid.

The undersigned hereby certifies that he/she is authorized to sign on behalf of the firm and has read the requirements, project scope, and specifications and thoroughly understands the same and proposes to meet or exceed custodial services expectations.

**NON-COLLUSION DECLARATION:**

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

Kyong Hoon

**Print Name of Authorized Official**

Manager

**Title**

*Kyong Hoon*  
**Signature of Authorized Official**

**City Wide Custodial Service  
Base Bid Form**

1. **City Hall (weekly rate):**  
\$ 1,080.00

**Amount written:** One Thousand Eighty Dollars

2. **Police Station (weekly rate):**  
\$ 817.50

**Amount written:** Eight Hundred Seventeen Dollars and Fifty Cents

3. **Lakewood Sounder Station (weekly rate):**  
\$ 208.13

**Amount written:** Two Hundred Eight Dollars and Thirteen Cents

4. **Parks Shop (weekly rate):**  
\$ 33.00

**Amount written:** Thirty Three Dollars

5. **O&M Shop (weekly rate):**  
\$ 32.00      Thirty Two Dollars

6. **Pavilion (weekly rate):**  
\$ 137.50

**Amount written:** One Hundred Thirty Seven Dollars and Fifty Cents

**Total Weekly Rate \$** 2,308.13 **X 12 (Months/Annual) \$** 27,697.50

**written:** Twenty Seven Thousand Six Hundred Ninety Seven Dollars and Fifty Cents  
(Would only be about 23% of annual price. Please see next page for details)



**City Wide Custodial Service  
Alternate Bid A - Bid Sheet (Reduced Frequency for 4 Buildings)**

1. **City Hall: (Reduced Frequency- weekly rate)**  
\$ 992.00

**Amount written:** Nine Hundred Ninety Two Dollars

2. **Police Station: (Reduced Frequency- weekly rate)**  
\$ 744.00

**Amount written:** Seven Hundred Forty Four Dollars

3. **Lakewood Sounder Station: (Reduced Frequency – weekly rate)**  
\$ 204.00

**Amount written:** Two Hundred Four Dollars

4. **Pavilion: (Reduced Frequency – weekly rate)** \$ 180.00

**Amount written:** One Hundred Eighty Dollars

**Total Weekly Rate** \$ 2,182.00 **X 12 Months = \$** 26,184.00

**Amount written:** Twenty Six Thousand One Hundred Eighty Four Dollars  
(Would only be 23% of annual price. Please see next page for details)

**City Wide Custodial Service  
Alternate Bid B - Bid Sheet (One-Time Annual Cleaning)**

1. **City Hall: (One Time Annual)**  
\$ 5000.00 \_\_\_\_\_ (Floors) \$ 2,500.00 \_\_\_\_\_ (Windows)

**Amount written:** Total combined: Seven Thousand Five Hundred Dollars  
\_\_\_\_\_

2. **Police Station: (One Time Annual)**  
\$ 3,000.00 \_\_\_\_\_ (Floors) \$ 1,500.00 \_\_\_\_\_ (Windows)

**Amount written:** Total combined: Four Thousand Five Hundred Dollars  
\_\_\_\_\_

3. **Operations and Maintenance Facility: (One Time Annual)**  
\$ 750.00 \_\_\_\_\_ (Floors) \$ 750.00 \_\_\_\_\_ (Windows)

**Amount written:** Total combined: One Thousand Five Hundred Dollars  
\_\_\_\_\_

4. **Lakewood Sounder Station: (One Time Annual)**  
\$ 1,500.00 \_\_\_\_\_ (Floors)

**Total Annual Rate \$** 15,000.00 \_\_\_\_\_

**Amount written:** Fifteen Thousand Dollars  
\_\_\_\_\_

**City Wide Custodial Service  
Alternate Bid C - Bid Sheet – Parks Property**

**Garbage Pickup and Restroom Cleaning**

**1. Harry Todd Park:**

May 1<sup>st</sup> through September 30<sup>th</sup>      \$ 5,355.00

Amount written: Five Thousand Three Hundred Fifty Five Dollars

October 1<sup>st</sup> through April 30<sup>th</sup>      \$ 7,455.00

Amount written: Seven Thousand Four Hundred Fifty Five Dollars

**2. American Lake:**

**(UNDER CONSTRUCTION @ THIS TIME – Anticipated Opening 6/2025)**

May 1<sup>st</sup> through September 30<sup>th</sup>      \$ 5,355.00

Amount written: Five Thousand Three Hundred Fifty Five Dollars

October 1<sup>st</sup> through April 30<sup>th</sup>      \$ 7,455.00

Amount written: Seven Thousand Four Hundred Fifty Five Dollars

**3. Wards Lake Park :**

**(UNDER CONSTRUCTION @ THIS TIME – Anticipated Opening 10/2025)**

May 1<sup>st</sup> through September 30<sup>th</sup>      \$ 5,355.00

Amount written: Five Thousand Three Hundred Fifty Five Dollars

October 1<sup>st</sup> through April 30<sup>th</sup>      \$ 7,455.00

Amount written: Seven Thousand Four Hundred Fifty Five Dollars

**Restroom Cleaning:**

**1. Fort Steilacoom Park:**

May 1<sup>st</sup> through September 30<sup>th</sup>      \$ 8,032.50

Amount written: Eight Thousand Thirty Two Dollars and Fifty Cents

**2. Kiwanis Park:**

May 1<sup>st</sup> through September 30<sup>th</sup>      \$ 5,355.00

Amount written: Five Thousand Three Hundred Fifty Five Dollars

October 1<sup>st</sup> through April 30<sup>th</sup>      \$ 7,455.00

Amount written: Seven Thousand Four Hundred Fifty Five Dollars

## Addenda Acknowledgement

By signing below, firm acknowledges receipt and understanding of the following addenda to the contract provisions.

Addendum No.	Date of Receipt	Signature
1	Walk through Q& A 1/28/2025	<i>Kyong Hoon</i>
2	Updated Bid Form 1/30/2025	<i>Kyong Hoon</i>
3		

Note: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the bid will be disqualified.

The party by whom this bid is submitted and by whom the contract will be entered into, in the event the award is made to this party, is:

<p>SMS Cleaning, Inc.  <hr/>                 Contractor (Firm Name)</p> <p>3118 Judson St, Unit 889, Gig Harbor, WA 98335  <hr/>                 Address</p> <p>206-529-7076  <hr/>                 Phone Number</p> <p>602-016-570  <hr/>                 Contractor's Washington State License Number</p>	<p style="text-align: center;"><i>Kyong Hoon</i>  <hr/>                 Signature</p> <p style="text-align: center;">Kyong Hoon; Manager  <hr/>                 Name (Print) &amp; Title</p> <p style="text-align: center;">1/30/2025  <hr/>                 Date of Signing</p> <p style="text-align: center;">Corporation; Washington State  <hr/>                 (Indicate whether contractor is partnership, joint venture, corporation, or sole proprietorship) *</p>
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\*If Bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.



# SMS Cleaning, Inc.

We noticed that the bid price sheet was a bit confusing when it came to the Base Bid and Alternate Bid A. We spoke with June Aguon, and she said to attach an additional page with a clear annual price. Please see below:

### Base Bid:

	Weekly Total	Monthly Total	Annual Total
City Hall	\$ 1,080.00	\$ 4,680.00	\$ 56,160.00
Police Station	\$ 817.50	\$ 3,542.50	\$ 42,510.00
Lakewood Sounder Station	\$ 208.13	\$ 901.88	\$ 10,822.50
Parks Maintenance Shop	\$ 33.00	\$ 143.00	\$ 1,716.00
O&M Shop	\$ 32.00	\$ 138.67	\$ 1,664.00
Pavillion	\$ 137.50	\$ 595.83	\$ 7,150.00
		Annual Total of All Building	\$ 120,022.50

### Alternate Bid A:

	Weekly Total	Monthly Total	Annual Total
City Hall	\$ 992.00	\$ 4,298.67	\$ 51,584.00
Police Station	\$ 744.00	\$ 3,224.00	\$ 38,688.00
Lakewood Sounder Station	\$ 204.00	\$ 884.00	\$ 10,608.00
Parks Maintenance Shop	\$ 31.00	\$ 134.33	\$ 1,612.00
O&M Shop	\$ 31.00	\$ 134.33	\$ 1,612.00
Pavillion	\$ 180.00	\$ 780.00	\$ 9,360.00
		Annual Total of All Buildings	\$ 113,464.00

# REQUEST FOR COUNCIL ACTION

<p><b>DATE ACTION IS REQUESTED:</b> February 18, 2025</p>	<p><b>TITLE:</b> Donation acceptance for various agencies over \$5,000</p>	<p><b>TYPE OF ACTION:</b></p> <p><input type="checkbox"/> ORDINANCE NO.</p> <p><input type="checkbox"/> RESOLUTION NO.</p> <p><input checked="" type="checkbox"/> MOTION NO. 2025-10</p> <p><input type="checkbox"/> OTHER</p>
<p><b>REVIEW:</b> February 18, 2025</p>	<p><b>ATTACHMENTS:</b> List of 2025 event funding sources</p>	

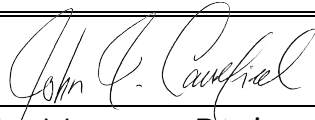
**SUBMITTED BY:** Mary Dodsworth, Parks, Recreation and Community Service

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to accept \$67,000 in sponsorship donations from Amazon, Virginia Mason Franciscan Health, Pierce Transit, Washington State Employee Credit Union, Vibrant Schools and friends and Twin Star Credit Union to support City of Lakewood programs and events.

**DISCUSSION:** Lakewood Municipal Code (LMC) 1.51 requires Council approval for donations of over \$5,000. Sponsorships, partnerships, and collaborations help make our programs more accessible to Lakewood families and visitors. Amazon is donating \$15,000, Virginia Mason Franciscan Health is donating \$18,500, Pierce Transit is donating \$9,000, Washington State Employee Credit Union is donating \$5,500, Vibrant Schools and friends are donating \$6,000 and Twin Star Credit Union is donating \$8,000. Each sponsor receives name recognition in our advertising and at the various events. Attached is a chart of current special event donations grants totaling \$440,000 in support for city special programs and events.

**ALTERNATIVE(S):** The city could not accept the donations and sponsorships and cover the entire cost of these events with city general funds or reduce the amount of planning, advertising, promotional materials, activities, and entertainment at the City events.

**FISCAL IMPACT:** \$440,000 in revenue to offset expenses to City General Fund.

<p>Mary Dodsworth Prepared by</p> <hr/> <p>Department Director</p>	 <hr/> <p>City Manager Review</p>
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<b>Sponsorships 2025</b>	<b>2025 amount</b>	<b>Event</b>
<b>Amazon</b>	<b>\$15,000 Total</b>	SummerFEST
<b>Twin Star</b>	<b>\$8,000 Total</b>	
	\$3,000	SummerFEST
	1000	Youth Summitt
	2,000	MLK
	2,000	Fiesta
<b>Virgina Mason</b>	<b>\$18,500 total</b>	
	\$8,000	Summerfest
	\$8,000	Farmers market
	\$2,500	Fiesta
<b>Pierce Transit</b>	<b>\$9,000 Total</b>	
	\$3,000	Farmers Market
	\$3,000	Fiesta de la familia
	\$3,000	SummerFEST
<b>WSECU</b>	<b>\$5,500 Total</b>	
	\$3,000	Farmers market
	\$2,500	Truck and Tractor Day
<b>Vibrant Schools and friends</b>	<b>\$6,000 Total</b>	MLK Beloved Community
<b>Navy Fed Credit Union</b>	<b>\$2,500 Total</b>	SummerFEST
<b>Harborstone</b>	<b>\$2,500 Total</b>	Truck and Tractor Day
<b>Sub TOTAL</b>	<b>\$67,000</b>	business sponsors
<b>LTAC Grants (6 events)</b>	<b>\$373,000</b>	
<b>Grand total</b>	<b>\$440,000</b>	

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> February 18, 2025	<b>TITLE:</b> MOU between City of Lakewood and Partners for Parks for design services	<b>TYPE OF ACTION:</b> — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2025-11 — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> City/PFP Memorandum of Understanding	

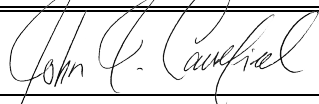
**SUBMITTED BY:** Mary Dodsworth, Parks, Recreation & Community Services Director

**RECOMMENDATION:** It is recommended that the City Council approve a memorandum of understanding (MOU) between the City of Lakewood and Partners for Parks (PFP) to support payment of A&E services for H-barn renovation.

**DISCUSSION:** The City of Lakewood has worked closely with the community and Partners for Parks (PFP) to determine the feasibility and benefits of restoring and renovating the 120-year-old H-barn at Fort Steilacoom Park into a multi-use regional facility for public and private use. There have been studies, resolutions, contracts and other formal agreements to develop a public /private partnership with PFP to move this project forward. In 2023, the City adopted Resolution No. 2023-07 authorizing Partners for Parks to apply for grants and pursue other resources to aid in financing the restoration and renovation of this community asset. To date PFP has raised almost \$2.7 million dollars in private resources.

**ALTERNATIVE(S):** City Council could not approve the MOU and pay for the A&E services out of the City general fund or other public resources.

**FISCAL IMPACT:** A donation to the City in an amount not to exceed \$1.5 million for A&E services. The revenue will be counted towards PFP's \$3.5 million in anticipated funds.

Mary Dodsworth Prepared by  _____ Department Director	 _____ City Manager Review
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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**PARTNERS FOR PARKS**  
**AND**  
**CITY OF LAKEWOOD**

**I. INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into by and between Partners for Parks (PFP) and City of Lakewood (City), collectively the Parties.

**II. PURPOSE**

The Parties have agreed to work together to preserve, restore and renovate the H-Barn Complex at Fort Steilacoom Park into a multi-use facility for the benefit of the greater community (hereafter referred to as the “Project”).

**III. BACKGROUND**

In 2021 the City of Lakewood entered into an agreement with the non-profit group Partners for Parks to initiate a feasibility study to determine if a public-private partnership can be created to offset anticipated investments needed to restore a barn at Fort Steilacoom Park.

In 2022, based on the results of the feasibility study, the City of Lakewood entered into a public-private partnership with Partners for Parks to raise funds to support the restoration of the H-barn building and enhance the area around it.

In 2023, the City adopted Resolution No. 2023-07 stating that the City of Lakewood will support the Project by partnering with Partners for Parks, including authorizing Partners for Parks to act on behalf of the City of Lakewood in applying for grants and other resources to aid in financing the restoration, renovation and preservation of this community asset.

In 2024, the City advertised a Request for Qualifications (RFQ) from qualified parties to provide professional architecture and engineering (A&E) services to support the renovation of the 120-year-old barn into a commercial multi-use event space. After proposal reviews, tours and team interviews, the firm Graham Baba was selected to lead this effort. The City will contract for and manage the A&E services.

To date Partners for Parks has raised almost two million seven hundred thousand dollars (\$2.7) to support the project. They will utilize a portion of their funds to pay for the A&E services.

**IV. SERVICE AREA**

The geographic area receiving services defined in this MOU is City of Lakewood and specifically, Ft. Steilacoom Park in Lakewood, Washington.

**V. REIMURSEMENT AND METHOD OF PAYMENT**

PFP will pay for the design services as approved by Lakewood City Council in an amount not to exceed \$1.5 million dollars (20% of the proposed project budget).

PFP will make three donations of \$500,000 to the City of Lakewood to cover the cost of design services and in advance of the payment schedule outlined in the consultant’s scope of work, dated X and on file with the City Clerk (or attach). The City will send invoices to PFP via email and PFP will pay the invoices within thirty (30) days of receiving them.

Email invoices will be sent to:

[Info@PartnersforParks.net](mailto:Info@PartnersforParks.net); [britk@redbarncommunications.com](mailto:britk@redbarncommunications.com)

Partners for Parks  
1401 Marvin Rd. NE  
STE 307, #504  
Lacey, WA 98516-5710

**VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT**

This MOU may be changed, modified, or amended by written agreement executed by both parties. Either party may terminate this MOU upon thirty (30) days written notice to the other party.

If this MOU is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

**VII. INDEMNIFICATION and HOLD HARMLESS**

1. To the fullest extent permitted by law, the PFP and City of Lakewood shall indemnify, defend, and hold harmless each other, their Boards of Supervisors, elected officials, agents and employees from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the indemnifying party’s performance of this MOU.

**VIII. ENTIRE AGREEMENT**

This MOU constitutes the complete terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU shall be binding upon the parties unless in writing and signed by both parties.

**IX ORDER OF PRECEDENCE**

This MOU is governed by, and interpreted in accordance with, the laws of the State of Washington. In the event of an inconsistency in the terms and conditions contained in this MOU, nothing contained herein shall be construed as giving precedence to provisions of this MOU over any provision of the law.

Both parties indicate agreement with this MOU by their signatures below.

Signed by:

\_\_\_\_\_  
Partners for Parks  
Sally Saunders, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Lakewood  
John Caulfield, City Manager  
City of Lakewood, WA

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Heidi Ann Wachter, City Attorney

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

# REQUEST FOR COUNCIL ACTION

<p><b>DATE ACTION IS REQUESTED:</b> February 18, 2025</p>	<p><b>TITLE:</b> RFQ Consultant Selection for H-Barn Renovations at Fort Steilacoom Park</p>	<p><b>TYPE OF ACTION:</b></p> <p>— ORDINANCE NO.</p> <p>— RESOLUTION NO.</p> <p><input checked="" type="checkbox"/> MOTION NO. 2025-12</p> <p>— OTHER</p>
<p><b>REVIEW:</b></p>	<p><b>ATTACHMENTS:</b> Consultant proposal with scope and fee</p>	


**SUBMITTED BY:** Mary Dodsworth, Parks, Recreation & Community Services Director

**RECOMMENDATION:** It is recommended that City Council authorize the City Manager to execute an agreement with Graham Baba Architects in the amount of \$981,367 for the consultant services required to prepare a design package and cost estimates for renovations of H-Barn at Fort Steilacoom Park.

**DISCUSSION:** The City of Lakewood has worked closely with the community and Partners for Parks (PFP) to determine the feasibility and benefits of restoring and renovating the 120-year-old H-barn at Fort Steilacoom Park into a multi-use regional facility for public and private use. This project supports the goals of historic preservation and economic development. A feasibility study was done in 2018 which included schematic design and cost estimating. In 2023 City Council entered into an agreement with PFP authorizing the organization to raise funds to offset the development and City Council approved a timeline and draft budget to implement this effort. PFP role is to raise funds and awareness of the project. The City will manage the project and own and operate the facility. In order to move this project forward from schematic design to more detailed drawings and cost estimates, consultant services are needed. **Discussion Continued page 2**

**ALTERNATIVE(S):** The City Council could not approve this consultant contract, which would delay the implementation of this project and increase costs of future construction.

**FISCAL IMPACT:** \$981,367 Fees would be paid by PFP.

<p>Mary Dodsworth Prepared by</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Department Director</p>	 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>City Manager Review</p>
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**DISCUSSION Continued:** In December 2024 the City advertised a Request for Qualifications (RFQ) from qualified parties to provide professional architecture and engineering (A&E) services to support this project. Nine proposals were received. After proposal reviews, tours and team interviews, the firm Graham Baba was selected to lead this effort. The City will contract for and manage the A&E services. Partners for Parks will pay for the design services from the funds they have raised to date.

A detailed scope of services, timeline and fee schedule is attached. There is a reference at 30% design and cost estimates to take a pause for Council consideration of next steps.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
Graham Baba Architects**

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This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_\_ day of February, 2025, by and between the City of Lakewood, a Washington municipal corporation ("City"), and Graham Baba Architects, ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Graham Baba Architects :  1507 Belmont Avenue . Suite 200 Seattle . Washington 98122  206.323.9932  susan@grahambaba.com	<b>CITY OF LAKEWOOD:</b> 6000 Main Street SW Lakewood, WA 98499 Attn: Mary Dodsworth Phone: 253-983-7741 Email: mdodsworth@cityoflakewood
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The Parties agree as follows:

**1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than 6/30/27 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

**2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

**3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 30 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails

to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### **4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, 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 Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Contractor'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.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**6. INSURANCE.** The Contractor 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 Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. 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. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.



6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limit:

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

6.4 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

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

6.6 Verification of Coverage. Contractor shall furnish the Public Entity 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.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor 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 the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.10 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

**7. WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

**8. BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

**9. INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

**10. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**11. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**12. GENERAL PROVISIONS.**

12.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

12.6 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

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

CITY OF LAKEWOOD

Graham Baba Architects  
\_\_\_\_\_

\_\_\_\_\_

John J. Caulfield, City Manager

\_\_\_\_\_

Brett Baba, AIA, principal  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney

## **EXHIBIT "A"**

### **SERVICES**

Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.

1. The Contractor shall do or provide the following:

See attached scope of work

**EXHIBIT "B"**

**COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed \$ 981,367 Dollars and Washington State sales tax equal to \$ NA Dollars for a total amount not to exceed \$ 981,367.

2. Method of Compensation:  
See attached scope of work and fee schedule



February 11, 2025

Mary Dodsworth  
Parks, Recreation and Community Services Director  
6000 Main Street SW  
Lakewood, WA 98499

mdodsworth@cityoflakewood.us  
253-983-7741 (office)  
253-732-8059 (cell)

**RE: Letter of Agreement for Architectural Services – Fort Steilacoom H-Barn Renovation and Adaptive Re-Use**

Dear Mary,

Graham Baba Architects PLLC (“Graham Baba Architects”, “Graham Baba”, “GBA”) is excited to have the opportunity to collaborate with the City of Lakewood (the “Owner”) on the renovation and adaptive re-use of the Fort Steilacoom H-Barn. We enthusiastically share your goal of creating a project that meets your needs and desires and in which all of us can take pride.

Before we begin work, we would like to execute a written agreement describing our mutual understanding of services to be provided. It has been our experience that both Owner and Architect are best served by having a written understanding from the outset that defines for both of us the services we will perform during our relationship.

**Project Description:**

The project is a renovation of an approximately 10,000 sf historic barn located in Fort Steilacoom in Lakewood, to be converted into a space for multi-functional uses such as educational programs, community gatherings and public and private special events. These uses are envisioned to be supported by a new warming kitchen and bathrooms, as well as other service spaces and entry vestibules within the existing building’s shell and a small addition at the entry. The existing silos will be refurbished into as-yet-to-be determined uses. Anticipated upgrades to the building include modifications to the existing structural systems necessary to comply with existing life safety codes and the IBC/IEBC; new MEP and fire sprinkler systems and a fully upgraded building envelope to comply with the current Washington State Energy Code; and upgrades as required to make the building accessible and compliant with ADA/ANSI 117.1.

At the exterior, the building will be connected to existing utilities (water, power, sewer, gas) located in close proximity to the structure. The front and rear exterior spaces are envisioned as having landscaped hardscape or gravel yards enclosed with a fence, with outdoor gathering areas at the entry and a trellis structure at the rear.

The building will be subject to SEPA review; in addition, the City of Lakewood may review the project for conformance with the historic district’s standards.

The assumed construction budget for the project is \$6 million. For the purposes of this LOA, it is assumed the project will be publicly bid with a single phase for construction.

**Project Schedule:**

Attached is a preliminary schedule outlining the general workplan for the project. The actual project schedule will be defined and refined once the project has started and various team members have been consulted, but this schedule serves as the baseline for the durations and activities assumed in our Scopes of Basic and Extra Services. Timelines for jurisdictional review are outside of Graham Baba’s control. Timelines in the schedule are estimated and will need to be confirmed with the City of Lakewood.

The project design timeline assumed for our Scope of Work is February 2025 to March 2026, and with construction following directly after, from April 2026 through November 2026. It is understood, however, that there is the potential for the project to go on hold after the 30% Cost Estimate is completed. Depending upon the nature and length of the pause, the pause may require additional scope and fee. (See exclusions, below).

**Scope of Services:**

We have broken out our fees into “Basic Services” and “Extra Services” as defined in the “Washington State 2025 AE Guidelines for State Fee Schedule” as follows:

**Scope of Basic Services:**

Our proposal is based upon the following assumptions:

- **Schematic Design/30% Design**
  - The Schematic Design Documents will consist of drawings and other documents including a site plan, preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials will be noted on the drawings or described in writing.
  - Includes (1) Project Kick-Off Meeting with Owner and (2) Owner design meetings maximum, one of which is assumed to be a design workshop charrette with City of Lakewood project stakeholders. Our proposal assumes that all meetings are held in person at Graham Baba’s offices or via electronic interface such as Microsoft Teams or Zoom.
  - Confirmation of Feasibility Study elements with Stakeholders
  - Building, Land Use, and Energy Code Review/Summary; preparation for and attendance at (1) remote conference with the City of Lakewood.
  - Includes preparation of a single milestone document set at the end of Schematic Design for use in Owner and stakeholder reviews and for pricing.
  - 100% SD pricing and (1) pricing/value engineering meeting.
  - (10) weeks design duration plus (5) weeks pricing and Owner document review.
  
- **Design Development**
  - The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems.
  - Initial materials selections
  - Outline DD Specifications
  - Coordination with GBA subconsultant team.
  - Includes (2) Owner design meetings maximum. Our proposal assumes that all meetings are held in person at Graham Baba’s offices or via electronic interface such as Microsoft Teams or Zoom.
  - Includes preparation and submission of Land Use Permit package based upon the 100% Design Development set.
  - Includes preparation of a single milestone document set at the end of Design Development for use in Owner and stakeholder reviews, pricing, and for submission for building and department permit.
  - 100% DD pricing and (1) pricing/value engineering meeting.
  - (12) weeks design duration plus (5) weeks pricing and Owner document review.
  
- **Construction Documents**
  - Includes preparation and submission of building permit package based upon the 30% CD set, to be submitted as soon as the Land Use Permit is approved.
  - Construction Documents will illustrate and describe the further development of the approved Design Development Documents and will consist of Drawings and setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
  - Finalize materials selections

- 90% CD Specifications and 100% Bid CD Specifications
  - Includes (2) Owner design meetings maximum. Our proposal assumes that all meetings are held in person at Graham Baba's offices or via electronic interface such as Microsoft Teams or Zoom.
  - Includes tracking Building Permit and response to correction notices. Our fee estimate includes a maximum of (1) correction cycle per submittal type.
  - Includes preparation of a 90% document set for cost analysis and Owner review and a 100% document set for use in the bidding and construction of the project.
  - Includes (12) weeks of design duration to a 90% Pricing Set plus (5) weeks pricing and Owner document review.
  - Includes (2) weeks of design time to produce 100% CD's / Bid Documents after completion of the pricing and Owner review process.
- **Bidding Phase**
    - Facilitate the distribution of Bidding Documents by the Owner to prospective bidders
    - Prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda
    - Attend Bid Opening meeting, participation in Owner's review and evaluation of bids and alternates
    - Distribution of sets of contract documents for execution of the contract
    - Assumes phase duration of 4 weeks.
- **Construction Administration and Close-Out**
    - (32) weeks maximum of service during construction plus (4) weeks to support the punch-list and project close-out process.
    - (36) maximum Owner-Architect-Contractor meetings with approximately (18) in person at the construction site and (18) held remotely via Microsoft Teams or similar digital interface.
    - (18) maximum site walks to review construction conformance to construction document requirements. Site walks are assumed to occur at the same day/time as the Owner-Architect-Contractor on-site meetings.
    - Response to (100) maximum requests for information (RFI's).
    - (50) maximum submittal reviews, including up to (15) resubmittal reviews.
    - Review Contractor Payment Applications.
    - Review Change Order Requests.
    - (1) punch list site visit and (1) back-punch site visit. Fee assumes preparation of a single punch-list document. Phased construction completion and punch-list reviews are not included in the scope of basic services.
    - (1) review of contractor close-out materials. Fee assumes review and comments on a single collated close-out manual containing all required close-out, maintenance, and warranty data. Phased reviews or reviews of separate individual sub-contractor packages is not included in the scope of basic services.

**Scope of Extra Services:**

These services will be required of the project and are included in "extra services" based upon the guidelines in the "Washington State 2025 AE Guidelines for State Fee Schedule":

- **Existing Conditions Analysis and Research**
  - (1) Site visit for general confirmation of existing conditions and dimensions
  - Development of as-built measured drawings of the building for use in the project
  - Coordination and translation of as-built point cloud information into GBA AutoCAD drawing conventions
  - Non-destructive testing (note, does not include selective demolition of building required to assess existing conditions of materials not currently visible, which is assumed to be provided by the Owner)
  - Research availability of existing storm drainage, water, and sewer utilities.
  - Assessment of existing building and site conditions

- Acoustic benchmarking of existing spaces & spot outdoor noise measurements
  - Review of existing structural systems and building materials
  - See also attached AHBL Civil Engineering and Landscape Architecture Services proposal, Swenson Say Faget Structural proposal and LSTN Acoustic proposal for more information on specific scope of work
  - Coordination with Surveyor and Geotechnical Consultant (assumed to be provided by the City of Lakewood)
  - Coordination with As-Built Surveyor, Structural & Civil Engineers, Acoustic Engineer, Civil Engineer and Landscape Architect and administration of this task
- **Programming**
    - Review and discuss preliminary program developed in 2018 Feasibility Study; discuss with project stakeholders and make updates/revisions as necessary
    - Develop & issue programming matrix spreadsheet outlining adjacencies, space needs, square footage allowances assumptions, and equipment/furnishings needs
- **Historic Preservation Research and Grants**
    - Research the H-Barn's history and precedents
    - Research available tax credit and grant programs for historic properties and advise on applicability to project
    - Annotate the design drawings with specific elements noting what is being retained, replaced or repaired
    - Prepare documents and submit applications to City of Lakewood for review of design's conformance with the historic district's standards
    - Respond to historic conformance review comments.
    - Note: does not include full grant or tax credit applications (but could be included as an additional service, if desired).
- **Civil Engineering Services Outside of Scope of Basic Services**
    - Prepare a preliminary storm drainage report addressing stormwater runoff collection and management
    - Prepare calculations for a drainage plan to meet City of Lakewood requirements and the SWMM.
    - Prepare CD level erosion and sediment control plans and SWPPP, drainage plans and storm drainage report.
    - See also attached AHBL Civil Engineering and Landscape Architecture Services proposal for more information on specific scope of work
    - Coordination with Civil Engineer and administration of this task
- **Landscape Design Services**
    - See attached AHBL Civil Engineering and Landscape Architecture Services proposal with Design Services outlined for more information on specific scope of work
    - Coordination with Landscape Architect and administration of this task
- **Facility Assessment Survey**
    - Assess the existing electrical and low voltage service at the street and determine what is needed to upgrade for the proposed uses and bring it to the building.
    - See attached Interface MEP Engineering proposal with Design Services outlined for more information on specific scope of work
    - Coordination with Electrical Engineer on the Facility Assessment Survey and administration of this task
- **AV/IT/LV/Data/Telecom/Security Design Services**
    - See attached Interface MEP proposal outlining Building Technology Systems Design Services for more information on specific scope of work
    - Coordination with AV/IT/LV/Data/Telecom/Security Engineers and administration of this task

- **SEPA Submittal**
  - SEPA worksheet and documentation completion and submittal
  - Coordination with Civil and Landscape subconsultants
  - Includes tracking of SEPA submittal and responses to correction notices.
  - Coordination with Civil and Landscape subconsultants
  - Coordination with Owner consultants (including Geotechnical Engineer, Cultural Resources Surveyor, and Traffic Engineer (if required) and administration of this task
  
- **Acoustic Design Services**
  - See attached LSTN Acoustic proposal with Design Services outlined for more information on specific scope of work
  - Coordination with Acoustic Engineer and administration of this task
  
- **Public Presentation**
  - Includes preparation for and participation in (1) public presentation/design charette event on site at the H-Barn or in the City of Lakewood (assumes 4 hour long event max)
  - Assume (2) GBA attendees
  - Coordination with City
  - Record feedback and distill into notes and diagrams for dissemination to stakeholder team and use in design
  - Includes travel time to/from Lakewood

**Consultants:**

This proposal includes the following consultant services under sub-contract to Graham Baba: Civil Engineer, Landscape Architect, Structural Engineer, Mechanical, Electrical and Plumbing Engineer and Lighting Design Consultant; Cost Consultant; As-Built Measured Drawings Surveyor, Acoustic Engineer. Coordination of Graham Baba’s consultants is included in our scope of services. Please see the attached consultant proposals for additional details on their proposed scope of services.

This proposal assumes that the following additional consultants will be engaged directly by the City of Lakewood: Geotechnical Engineer, Surveyor, Hazardous Material Surveyor, Cultural Resources Surveyor and Traffic Consultant. Graham Baba will coordinate our design work with your consultants, but you will retain responsibility for your consultants’ performance on the project.

**Exclusions:**

The following items may also be required by the project, but are excluded from our basic services since the extent and exact requirements of the services are at this point unknown:

- Site Survey, Geotechnical Report, Hazardous Materials Surveyor, Cultural Resources Survey (assumed required for the project but will be provided by Owner)
- Selective Demolition of building elements required to assess existing conditions of materials that are not currently visible (provided by Owner)
- Utility Locating (provided by Owner, if required)
- Traffic Consultant (provided by Owner, if required)
- Arborist
- Building Envelope Design Consultant
- Elevator Design and Specifications
- Commercial Kitchen design & equipment specification (note: warming kitchen layout and equipment selection is provided in the assumed scope of work outlined above, assumed to include a hand sink, 3-compartment sink, a commercial-grade refrigerator and warming oven.)
- Building Energy Modelling
- Hardware consulting
- Loose furniture design and selection and FF&E procurement and installation services

- Wayfinding and code signage
- Preservation Grants and Tax Credits Applications (may be included as an Additional Service)
- Design, coordination and permits for work within the public right-of-way
- Coordination, documentation, and permitting related to Environmentally Critical Areas and Master Use Permits.
- Permitting fees and in-person permit submittal
- Health Department Permit preparation and submittal
- Leasing documents/ Retail strategy
- Signage design and permitting, graphics and branding
- Public or political approval processes, meeting attendance, presentations & related communication, apart from that indicated above (additional meetings/presentations may be included as an Additional Service)
- Meetings with Authority Having Jurisdiction beyond those indicated above
- Renderings for presentations, marketing or other promotional uses (may be included as an Additional Service)
- Record Drawings
- BOMA Calculations
- Documentation and registration fees for LEED certification or other green building certification programs.
- Work beyond the schedule durations indicated in the **Project Schedule** section above.
- Project pauses not indicated in the attached schedule. (It is understood there is the potential for the project to go on hold after the 30% Cost Estimate is completed if the estimated construction costs exceed the assumed budget by a great enough margin that additional funding needs to be procured before the project can move forward. If the project is put on pause for more than three months, however, additional fees may be required due to wage and expense inflation and the inefficiencies associated with extended project pauses.)
- Phased design and/or construction beyond what is indicated above.
- Design services for the project over \$6 Million: If the budget exceeds the initial \$6m budget, we may need to equitably adjust the design team fees to account for the additional scope and complexity associated with a larger project.
- Changes to elements of the design after initial Owner approval, including changes made as part of a value engineering process.
- Subconsultant exclusions as outlined in the attached subconsultant agreements.

**Drawing Deliverables:**

Technical drawings issued by Graham Baba will be produced in Autodesk’s AutoCAD software in 2-dimensional file format in accordance with Graham Baba’s CAD standards.

Other documents will be produced using a variety of software and physical media and delivered in Adobe Acrobat (.pdf) format. Hardcopies can be provided upon request but will be considered a reimbursable expense. (See below.)

**Compensation:**

Our proposal is that our Scope of Basic Services as defined by the 2025 Washington State AE Guidelines be performed on a fixed fee lump sum basis according to the following schedule and invoiced on a percentage complete basis:

	Existing Conditions Analysis & Research	Schematic Design	Design Development	Construction Documents	Bidding	Construction Admin and Project Close-Out	
<b>BASIC SERVICES</b>							<b>Total Fee:</b>
<b>Total Fee by Phase:</b>	<b>N/A-see below</b>	<b>\$135,990</b>	<b>\$150,777</b>	<b>\$224,682</b>	<b>\$17,152</b>	<b>\$197,931</b>	<b>\$726,532</b>

Our proposal is that our Scope of Extra Services as defined by the 2025 Washington State AE Guidelines be performed on a fixed fee lump sum basis according to the schedule below:

<b>EXTRA SERVICES</b>	Existing Conditions Analysis & Research	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	<b>Total Fee</b>
EXISTING CONDITIONS ASSESSMENT & COORD	\$34,845	\$0	\$0	\$0	\$0	\$0	\$34,845
ACOUSTIC DESIGN	\$6,000	\$12,250	\$9,375	\$8,125	\$1,500	\$6,875	\$44,125
PUBLIC CHARETTE	\$0	\$10,000	\$0	\$0	\$0	\$0	\$10,000
PROGRAMMING	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
PRESERVATION GRANTS, RESEARCH & COORD	\$2,700	\$2,700	\$2,700	\$2,700	\$0	\$0	\$10,800
EXTRA CIVIL SERVICES & COORD	\$4,680	\$3,510	\$21,060	\$3,510	\$0	\$1,755	\$34,515
LANDSCAPE DESIGN & COORD	\$4,860	\$9,315	\$9,315	\$16,875	\$2,025	\$12,285	\$54,675
MEP ASSESSMENT, AV/IT/SECURITY/DATA/ TELECOM DESIGN & COORD	\$2,340	\$3,510	\$4,680	\$14,040	\$3,510	\$7,020	\$35,100
SEPA PREP & SUBMITTAL	\$0	\$2,000	\$5,575	\$12,000	\$0	\$0	\$19,575
<b>TOTAL EXTRA SERVICES</b>	<b>\$55,425</b>	<b>\$46,285</b>	<b>\$52,705</b>	<b>\$57,250</b>	<b>\$7,035</b>	<b>\$27,935</b>	<b>\$246,635</b>

We will invoice you on a percentage complete basis for each phase of work for the Total Extra Services fees. (Individual Extra Services budgets have been provided above for the purposes of understanding the derivation of the Extra Services total fees, but do not represent individual fixed fee numbers or separate tasks for billing purposes.)

**Reimbursable Expenses: \$8200**

Reimbursable expenses are in addition to the above fee estimate and include all material expenses, including printing costs related to the production of materials for design review, travel costs, courier and other delivery charges. Reimbursable expenses will be invoiced on a percentage complete basis.

**TOTAL PROJECT COSTS (INCLUSIVE OF EXTRA SERVICES and REIMBURSIBLE EXPENSES): \$981,367**

Fees for services outside of those indicated in the Scope of Basic and Extra Services would be in addition to fees for Basic and Extra Services. These Additional Services will be tracked separately and billed on an hourly basis unless the Owner and Graham Baba mutually agree otherwise to a fixed fee for a specific scope of Additional Services.

Graham Baba's hourly rates are as follows:

Principal/Founder, Principal/Owner	\$255-\$305/hr
Principals, Architectural Staff V & Interior Design Staff V	\$210-\$255/hr
Associate Principals, Architectural Staff IV & Interior Design Staff IV	\$185-\$210/hr
Senior Project Coordinator	\$185/hr
Architectural Staff III & Interior Design Staff III	\$150-\$185/hr
Architectural Staff II & Interior Design Staff II	\$135-\$150/hr
Architectural Staff I, Interior Design Staff I & Interns	\$95-\$135/hr

Note: Rates are subject to change on October 1, annually.

Additional Services performed by sub-consultants will be performed on an hourly basis at hourly rates indicated in the individual sub-consultant proposals. Sub-consultants contracted through our office will be charged at our cost plus a 10% administrative fee.

**Terms:**

We will bill you monthly for this work and payment is due within 30 days of your receipt of our invoices. Payment for fees and costs is required even if the decision is made not to proceed to later phases. Unpaid balances due over 45 days are subject to a 12% per annum late payment charge. For past due invoices, GBA will provide a 7-day notification that we are suspending services. If the suspension of services notification does not result in payment for the past due invoice(s) then GBA may terminate the agreement.

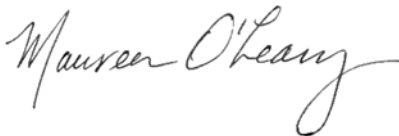
It is our intention to negotiate a formal written contract with you. Until those negotiations are concluded and a contract is executed, we agree to perform in accordance with this proposal and the terms of the AIA B101-2017 Standard Form of Agreement Between Owner and Architect to the extent those terms apply to our scope of services. If we are given oral or written notification to proceed without first receiving a signed copy of this proposal, that oral or written notification will constitute your acceptance of the proposal, including the applicable terms of the B101-2017, which are incorporated by this reference.

If the proposal meets your approval, please sign and return it to us. Your signature below will constitute your acceptance of the terms outlined above and will serve as my notice to proceed with services. If you have any questions concerning any of the terms, please give me a call at 206-323.9932.

Sincerely,



Brett Baba, AIA, principal/founder  
**GRAHAM BABA** ARCHITECTS PLLC



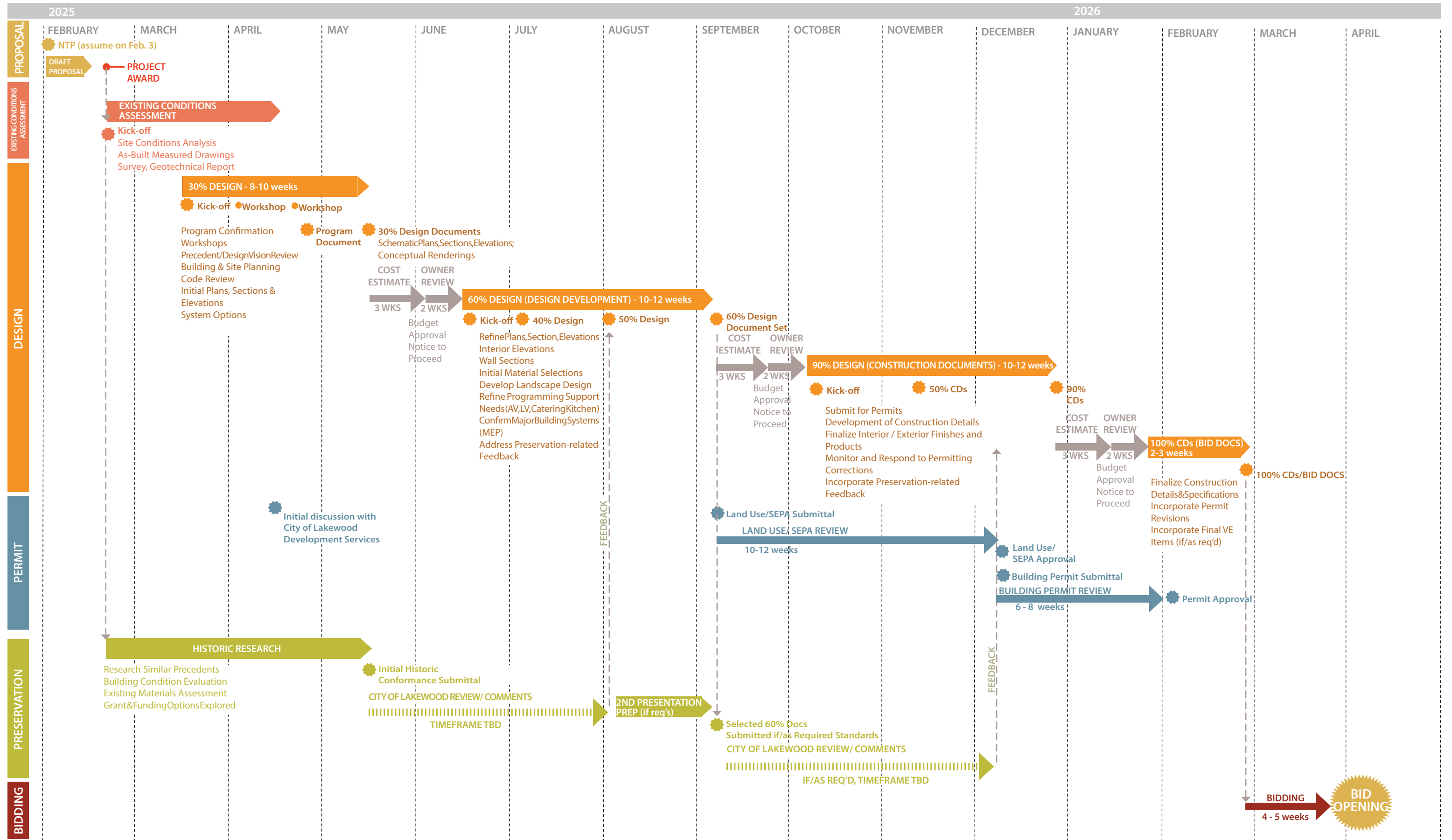
Maureen O'Leary, AIA, principal/owner  
**GRAHAM BABA** ARCHITECTS PLLC

The proposal set out in this letter is accepted:

\_\_\_\_\_, 2025  
Mary Dodsworth for the Lakewood Parks, Recreation and Community Services



# PRELIMINARY SCHEDULE





## **Parks and Recreation Advisory Board Meeting Minutes**

**Tuesday November 26, 2024**

**City of Lakewood – American Lake Room**

**6000 Main Street SW Lakewood, WA 98499**

**<https://www.youtube.com/user/cityoflakewoodwa>**

**Telephone via Zoom: 253.215.8782 Participant ID: 920 3804 6123**

### **CALL TO ORDER**

Jason Gerwen called the meeting to order at 5:31 p.m.

### **ROLL CALL**

Parks and Recreation Advisory Board Members Present: Jason Gerwen-Chair, Vito Iacobazzi- Vice Chair, Alan Billingsley, Janet Spingath, Shelly Thiel, Anessa McLendon

Parks and Recreation Advisory Board Members Excused: Kate Read

Staff Present: Mary Dodsworth – Director, Nikki York – Office Assistant

Youth Council Liaisons: Alexandra Corona-Hernandez-present, Nevaeh Tutt-absent, Zoe Clifford-present, Irie Hinkle-absent

City Council Liaison Excused: Ryan Pearson

Guests: Tiffany Speir

### **APPROVAL OF MINUTES**

**ALAN BILLINGSLEY MOVED TO ADOPT THE PARKS AND RECREATION ADVISORY BOARD MEETING MINUTES OF TUESDAY OCTOBER 22, 2024 SECONDED BY VITO IACOBAZZI NO FURTHER DISCUSSION. VOICE VOTE WAS TAKEN AND MPU.**

**PUBLIC COMMENT:** None

### **NEW BUSINESS**

**Climate Change Initiatives and Urban Forestry Program Update:** Tiffany Speir, Planning Division Manager presented the 2025 Natural Environment and Climate Change Plan. Mrs. Speir discussed that a component of the

comprehensive plan is to maintain an urban forestry program to preserve significant trees, promote tree health and increase tree coverage citywide. One of the goals is to expand the tree canopy to 40% by 2050 Mrs. Speir discussed the tree canopy calculations from 2022 and identified areas that have suffered environmental injustice over the years. Mrs. Speir said that the plan will include community engagement and what is realistic restoration and sufficient capacity to launch and maintain the program. Another assessment was done in 2024 to get more detailed tree mapping of about 12,000 trees and 509 acres of parks. Mrs. Speir discussed results from the Pierce County Heat mapping project and correlation of tree canopy to temperatures throughout Lakewood. The energy and climate change plan will be updated to include a plan to reduce greenhouse gas emissions, coordinate regional electric vehicle infrastructure strategies and to develop an urban forestry management plan. Janet Spingath asked which state agencies we partner with. Mrs. Speir listed DFW, DNR, Tacoma Tree Foundation, Department of Health, Nature Conservancy, Pierce County Conservation District as well as looking for grants and partnerships. Alan Billingsley mentioned that the Department of Ecology just opened a large grant for riparian areas. Mary Dodsworth asked about the greenhouse gas emissions reduction. Mrs. Speir said that most of the reduction would be looking at reducing gasoline travel and the energy coming into the city. A review of installing solar panels on city buildings just isn't feasible. This will be in the non-motorized transportation update and the parks legacy plan update. Mrs. Spingath asked if the plan would include ongoing inventory. The city will have software that the city will be able to update. Shelly Thiel asked what the current tree canopy percentage is? The current tree canopy is at 26%. Jason Gerwen asked how many trees would be needed to get to 40%. Mrs. Speir advised that they are not there yet. The species of trees list needs to be determined since they need to be drought resistant trees. Mrs. Spingath had a point about the species list that there are unintended invasives. Mrs. Spier will make a note and take that back to the consultants. Mrs. Spingath is happy to share contacts on the noxious weed board.

**2025 PRAB Draft Work Plan:** PRAB reviewed the draft work plan for 2025. Council will approve the work plan in January.

### **Directors Report:**

Mary Dodsworth provided an update on Boat Launch Grant to support Edgewater Park Development, Wards Lake Bids, Parade of Lights, Beloved Community Walk, Grant to update /replace fence around dog park, LTAC grants for so many city events, Camp Murray Boat Launch MOU and American Lake Emergency Boat Launch Repairs.

## BOARD MEMBER COMMENTS

Vito Iacobazzi asked about the roof over the Tenzler Log. Footings were poured last week. Shelter has arrived. The log will be resealed to protect it on December 9<sup>th</sup>. Janet Spingath asked that we clarify where it came from since it was Packwood not local.

Janet Spingath asked if there was a plan to put new roofs on the barns. They were redone in 2002 with funding from the park sales tax fund. The city had \$75,000 for historic preservation at Fort Steilacoom Park. Alan Billingsley commented that it saved the barns. The barn that didn't get a roof fell.

Vito Iacobazzi asked about the orchard restoration project on Facebook. Probably Pierce College. The orchard is on city property. If a group is interested, we would be happy to support them.

Janet Spingath provided an updated Noxious Weed Board report. Holly is now a class C weed. This will give us the ability to kill it in the parks. Free herbicide training will be at Lakewold Gardens in April.

## NEXT MEETING

The next regular meeting of the Parks and Recreation Advisory Board is scheduled for Tuesday, January 28, 2025, at 5:30 p.m. in the American Lake Room at Lakewood City Hall, 6000 Main St SW, Lakewood, WA 98499

## ADJOURNMENT

Alan Billingsley moved to adjourn the meeting at 6:56 p.m. Shelly Thiel seconded. MPU.

**Jason H. Gerwen**

Jason Gerwen, Chair

*Nikki York*

Nikki York, Office Assistant

Signature:   
Jason H. Gerwen (Jan 31, 2025 20:17 PST)

Email: jbird23@comcast.net