



**CITY OF EDGEWOOD  
COUNCIL STUDY SESSION AGENDA**

Tuesday, December 21, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

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**1. CALL TO ORDER**

Roll Call, Pledge of Allegiance

**2. COUNCIL BUSINESS**

**A.** Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

**B.** Discussion - Development Review

**C.** Discussion - Resolution - Hearing Examiner Selection

**D.** Discussion - Resolution - Addendum to McKinstry HVAC Agreement

**E.** Discussion - Ordinance - Traffic Impact Fees

**F.** Discussion - Resolution - Edgemont Playground Equipment

**G.** Discussion - Resolution - Stokes LID Segregation

**3. OTHER COUNCIL ITEMS**

**4. ADJOURN**

*Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings*

*This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.*



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                |                                                                                             |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>Discussion – Equity, Diversity and Inclusion<br>(Trainings, Planning, etc.) | <b>Agenda Item #:</b> 2.A                                                                   |
|                                                                                                | <b>For Agenda of:</b> 12/21/2021                                                            |
|                                                                                                | <b>Prepared by:</b> Daryl Eidinge                                                           |
| <b>Attachments (list):</b>                                                                     |                                                                                             |
| <b>Approval of Materials:</b><br><br>Daryl Eidinge                                             | <b>Expenditure Required:</b>                                                                |
|                                                                                                | <b>Amount Budgeted:</b>                                                                     |
|                                                                                                | <b>Timeline:</b><br>Topic to be added to all future Study Sessions (see item history below) |

### Summary Statement:

City Council is committed to creating a stronger and more inclusive community and believe that equity, diversity and inclusion are essential for our present and our future.  
 Councilmember Tomyne will brief the council on upcoming study session visitors and discuss future training opportunities.

### Item History:

Council has asked that this topic be a discussion item at all future study sessions for the foreseeable future.  
 Council has discussed Equity, Diversity and Inclusion trainings and planning at the following meetings:

- 09/01/2020 Study Session
- 09/15/2020 Study Session
- 09/29/2020 Study Session
- 10/06/2020 Study Session
- 10/20/2020 Study Session
- 11/03/2020 Study Session
- 11/24/2020 Study Session
- 12/05/2020 Part I - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
- 12/12/2020 Part II - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
- 01/05/2021 Study Session
- 01/19/2021 Study Session
- 02/08/2021 Council Subcommittee Meeting
- 02/16/2021 Study Session
- 03/08/2021 Council Subcommittee Meeting
- 03/16/2021 Study Session
- 03/30/2021 Study Session
- 04/06/2021 Study Session
- 04/12/2021 Council Subcommittee Meeting
- 04/20/2021 Study Session

05/04/2021 Study Session  
05/10/2021 Council Subcommittee Meeting  
05/11/2021 Regular Council Meeting to discuss alternates to Subcommittee  
05/18/2021 Study Session  
06/01/2021 Study Session  
06/08/2021 Council Subcommittee Meeting  
06/15/2021 Study Session  
06/29/2021 Study Session  
07/06/2021 Study Session  
07/13/2021 Council Subcommittee Meeting  
07/20/2021 Study Session  
08/03/2021 Study Session  
08/10/2021 Council Subcommittee Meeting  
08/17/2021 Study Session  
08/31/2021 Study Session  
09/14/2021 Council Subcommittee Meeting  
09/21/2021 Study Session  
10/05/2021 Study Session  
10/12/2021 Council Subcommittee Meeting  
10/26/2021 Study Session  
11/02/2021 Study Session  
11/09/2021 Council Subcommittee Meeting  
11/16/2021 Study Session  
11/30/2021 Study Session  
12/14/2021 Council Subcommittee Meeting

**Recommended Action:**

N/A

**Fiscal Note/Consideration:**

N/A



**City Of Edgewood  
Council Agenda Summary Sheet**

|                                                    |                                    |
|----------------------------------------------------|------------------------------------|
| <b>Subject:</b><br>Discussion - Development Review | <b>Agenda Item #:</b> 2.B          |
|                                                    | <b>For Agenda of:</b> 12/21/2021   |
|                                                    | <b>Prepared by:</b> James Tumelson |

|                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Attachments (list):</b><br>1. November 2021_ Permits and Inspections<br>2. Pending Projects with Chart<br>3. Plat Construction Report- November Summary |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

|                                                                                                                                  |                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Approval of Materials:</b><br>James Tumelson<br>Rachel Pitzel 12/17/2021<br>Dave Gray 12/17/2021<br>Daryl Eidinger 12/17/2021 | <b>Expenditure Required:</b><br><b>Amount Budgeted:</b><br><b>Timeline:</b> |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

**Summary Statement:**

I will be discussing the current permitting and inspection volumes. During this discussion I will compare month to month and to last year's permit activity.

**Item History:**

**Recommended Action:**

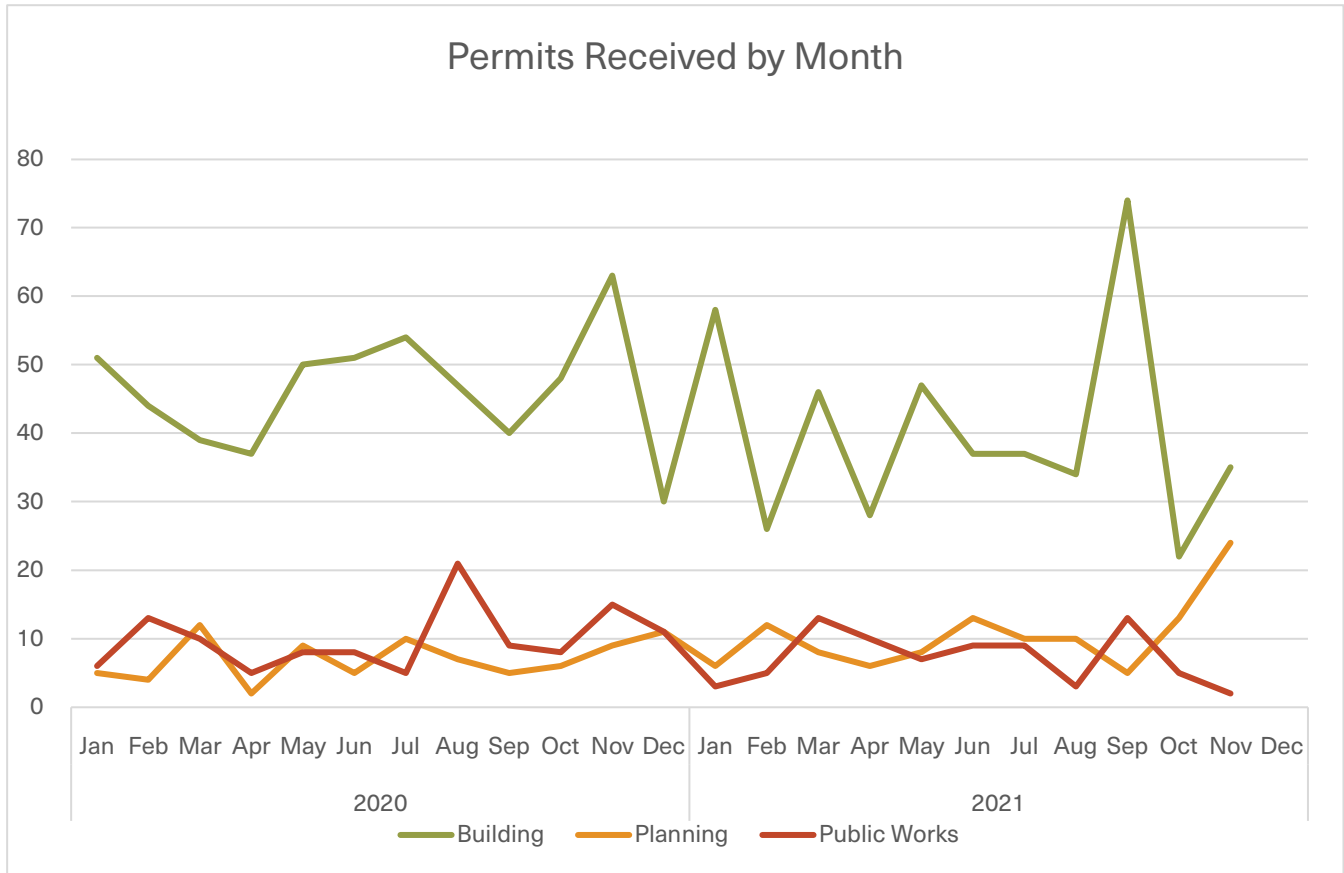
Hold a discussion on Development Review

**Fiscal Note/Consideration:**



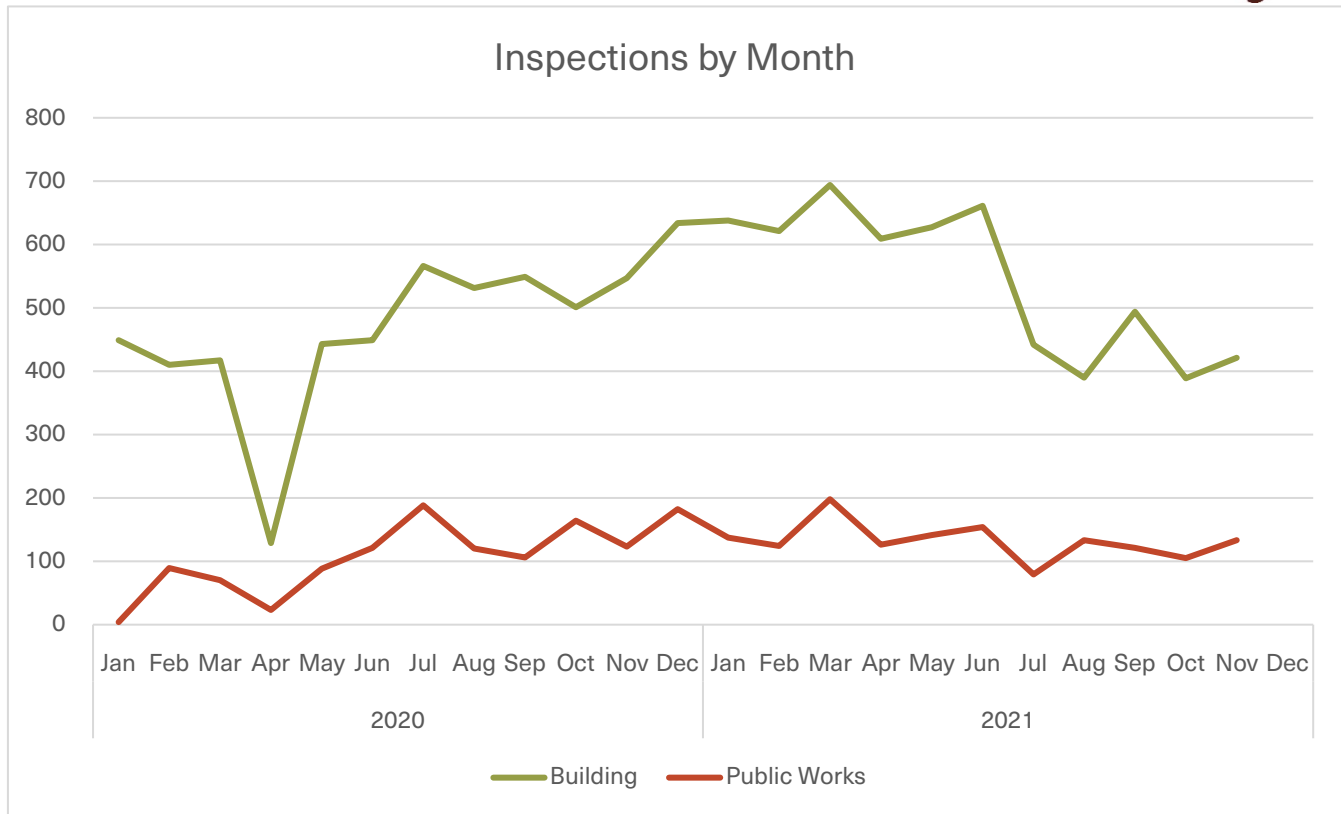
Nov 2021

# Monthly Development Report



| Permits            | Building |          | Planning |          | Public Works |          |
|--------------------|----------|----------|----------|----------|--------------|----------|
|                    | Received | Issued   | Received | Issued   | Received     | Issued   |
| Nov 2021           | 35       | 24       | 24       | 1        | 2            | 11       |
| Nov 2020           | 63       | 30       | 9        | 2        | 15           | 2        |
| Average 2021       | 40       | 36       | 10       | 3        | 7            | 7        |
| Average 2020       | 48       | 34       | 7        | 3        | 10           | 8        |
| YTD 2021           | 444      | 397      | 115      | 31       | 79           | 78       |
| YTD 2020           | 524      | 371      | 74       | 33       | 108          | 84       |
|                    | Building |          | Planning |          | Public Works |          |
|                    | Month    | Received | Month    | Received | Month        | Received |
| Highest Month 2021 | Sep      | 74       | Nov      | 24       | Mar          | 13       |
| Highest Month 2020 | Nov      | 63       | Mar      | 12       | Aug          | 21       |

# Monthly Development Report



| <i>Inspections</i> | Building |       | Public Works |       |
|--------------------|----------|-------|--------------|-------|
| Nov 2021           | 421      |       | 133          |       |
| Nov 2020           | 547      |       | 123          |       |
| Average 2021       | 544      |       | 132          |       |
| Average 2020       | 469      |       | 107          |       |
| YTD 2021           | 5986     |       | 1451         |       |
| YTD 2020           | 4991     |       | 1096         |       |
|                    | Building |       | Public Works |       |
|                    | Month    | Insp. | Month        | Insp. |
| Highest Month 2021 | Mar      | 694   | Mar          | 198   |
| Highest Month 2020 | Dec      | 634   | Jul          | 188   |

# Pending Projects - Planning and Engineering Permits

35 Permits

Exported: 12/01/2021

| Permit #                            | Project                                          | Site Address           | Parcel                     | Department   | Type                         | Status               | Submitted  | Last Activity |
|-------------------------------------|--------------------------------------------------|------------------------|----------------------------|--------------|------------------------------|----------------------|------------|---------------|
| <b>BLA</b>                          |                                                  |                        |                            |              |                              |                      |            |               |
| 21-1407                             | SMITH AND SONS GC BLA                            | 2027 106TH AVE E       | <a href="#">420102116</a>  | PLANNING     | BLA                          | UNDER REVIEW         | 09/04/2021 | 11/29/2021    |
| 21-1487                             | HAMILTON BOUNDARY LINE ADJUSTMENT (BLA)          | 4926 MONTA VISTA DR E  | <a href="#">3315000150</a> | PLANNING     | BLA                          | UNDER REVIEW         | 10/08/2021 | 11/29/2021    |
| <b>CLEAR AND GRADE</b>              |                                                  |                        |                            |              |                              |                      |            |               |
| 21-1298                             | PROLOGIS PARK PHASE I CLEAR AND GRADE            | 3926 90TH AVE E        | <a href="#">420163076</a>  | ENGINEERING  | CLEAR AND GRADE              | WAITING ON REVISIONS | 06/29/2021 | 11/03/2021    |
| 21-1489                             | MJORUD CLEAR AND GRADE                           | XXX 32ND ST E          | <a href="#">5492800080</a> | ENGINEERING  | CLEAR AND GRADE              | INCOMPLETE           | 10/12/2021 | 11/01/2021    |
| <b>CODE UPDATES AND CHANGES</b>     |                                                  |                        |                            |              |                              |                      |            |               |
| 21-1402                             | BRIDGE POINT REZONE APPLICATION                  | 9317 44TH STREET CT E  | <a href="#">420163075</a>  | PLANNING     | CODE UPDATES AND CHANGES     | UNDER REVIEW         | 09/02/2021 | 11/09/2021    |
| 21-1574                             | ENVIRONMENTAL NOISE ORDINANCE                    |                        |                            | PLANNING     | CODE UPDATES AND CHANGES     | APPLICATION          | 11/30/2021 | 11/30/2021    |
| <b>CONDITIONAL USE PERMIT (CUP)</b> |                                                  |                        |                            |              |                              |                      |            |               |
| 21-1275                             | VIEW POINTE RV CUP                               | 10315 12TH STREET CT E | <a href="#">420037059</a>  | PLANNING     | CONDITIONAL USE PERMIT (CUP) | WAITING ON REVISIONS | 06/15/2021 | 10/21/2021    |
| <b>DESIGN STAND REVIEW</b>          |                                                  |                        |                            |              |                              |                      |            |               |
| 20-1348                             | DHALIWAL TC LANDING DESIGN STANDARDS REVIEW      | 1914 MERIDIAN AV E     | <a href="#">420091134</a>  | PLANNING     | DESIGN STAND REVIEW          | WAITING ON REVISIONS | 07/13/2020 | 11/29/2021    |
| <b>PRE APP</b>                      |                                                  |                        |                            |              |                              |                      |            |               |
| 21-1385                             | MERIDIAN AUTO DEALERSHIP PRE-APPLICATION         | 1009 MERIDIAN AVE E    | <a href="#">420033140</a>  | PLANNING     | PRE APP                      | INCOMPLETE           | 08/19/2021 | 11/30/2021    |
| 21-1562                             | VAN BAO MIXED USE PRE-APPLICATION                | 10014 24TH ST E        | <a href="#">420094115</a>  | PLANNING     | PRE APP                      | APPLICATION          | 11/22/2021 | 11/30/2021    |
| 21-1567                             | FRANTSEVICH SHORT PLAT PRE-APPLICATION           | 11315 18TH ST E        | <a href="#">420105009</a>  | PLANNING     | PRE APP                      | APPLICATION          | 11/23/2021 | 12/01/2021    |
| <b>ROAD DEVIATION REQUEST</b>       |                                                  |                        |                            |              |                              |                      |            |               |
| 21-1561                             | SMITH SHORT PLAT ROAD DEVIATION REQUEST          | 2506 117TH AVE E       | <a href="#">420108013</a>  | PUBLIC WORKS | ROAD DEVIATION REQUEST       | UNDER REVIEW         | 11/22/2021 | 11/22/2021    |
| <b>SHORT PLAT - FINAL</b>           |                                                  |                        |                            |              |                              |                      |            |               |
| 21-1485                             | GERVAIS SHORT PLAT FINAL PLAT                    | 1607 112TH AVE E       | <a href="#">9770000020</a> | PLANNING     | SHORT PLAT - FINAL           | UNDER REVIEW         | 10/06/2021 | 12/01/2021    |
| <b>SHORT PLAT - PRELIMINARY</b>     |                                                  |                        |                            |              |                              |                      |            |               |
| 20-1533                             | CONNOLLY SHORT PLAT PRELIMINARY SHORT PLAT       | 1711 122ND AV E        | <a href="#">420112155</a>  | PLANNING     | SHORT PLAT - PRELIMINARY     | WAITING ON REVISIONS | 10/26/2020 | 11/23/2021    |
| <b>SITE DEVELOPMENT</b>             |                                                  |                        |                            |              |                              |                      |            |               |
| 17-1527                             | NORTHWOOD ESTATES WEST PHASE II SITE DEVELOPMENT | 9609 24TH ST E         | <a href="#">420091136</a>  | ENGINEERING  | SITE DEVELOPMENT             | WAITING ON REVISIONS | 12/05/2017 | 11/15/2021    |
| 19-1401                             | BEREZYOV SHORT PLAT SITE DEVELOPMENT             | 8904 20TH ST E         | <a href="#">420096012</a>  | ENGINEERING  | SITE DEVELOPMENT             | UNDER REVIEW         | 08/16/2019 | 11/23/2021    |
| 20-1131                             | WAGNER SHORT PLAT SITE DEVELOPMENT               | 11226 18TH ST E        | <a href="#">9770000069</a> | ENGINEERING  | SITE DEVELOPMENT             | UNDER REVIEW         | 03/18/2020 | 07/15/2021    |
| 20-1236                             | JENNA ACRES SHORT PLAT SITE DEVELOPMENT          | 1419 114TH AV E        | <a href="#">420034061</a>  | ENGINEERING  | SITE DEVELOPMENT             | UNDER REVIEW         | 05/20/2020 | 09/17/2021    |
| 20-1624                             | DHALIWAL TC LANDING SITE DEVELOPMENT             | 1914 MERIDIAN AV E     | <a href="#">420091134</a>  | ENGINEERING  | SITE DEVELOPMENT             | WAITING ON REVISIONS | 11/30/2020 | 10/18/2021    |
| 20-1657                             | MICKELSON SUBDIVISION SITE DEVELOPMENT           | 2804 90TH AV E         | <a href="#">420093089</a>  | ENGINEERING  | SITE DEVELOPMENT             | WAITING ON REVISIONS | 12/22/2020 | 03/12/2021    |
| 21-1017                             | THE LEARNING EXPERIENCE SITE DEVELOPMENT         | 527 MERIDIAN AV E      | <a href="#">420036070</a>  | ENGINEERING  | SITE DEVELOPMENT             | WAITING ON REVISIONS | 01/15/2021 | 04/21/2021    |

# Pending Projects - Planning and Engineering Permits

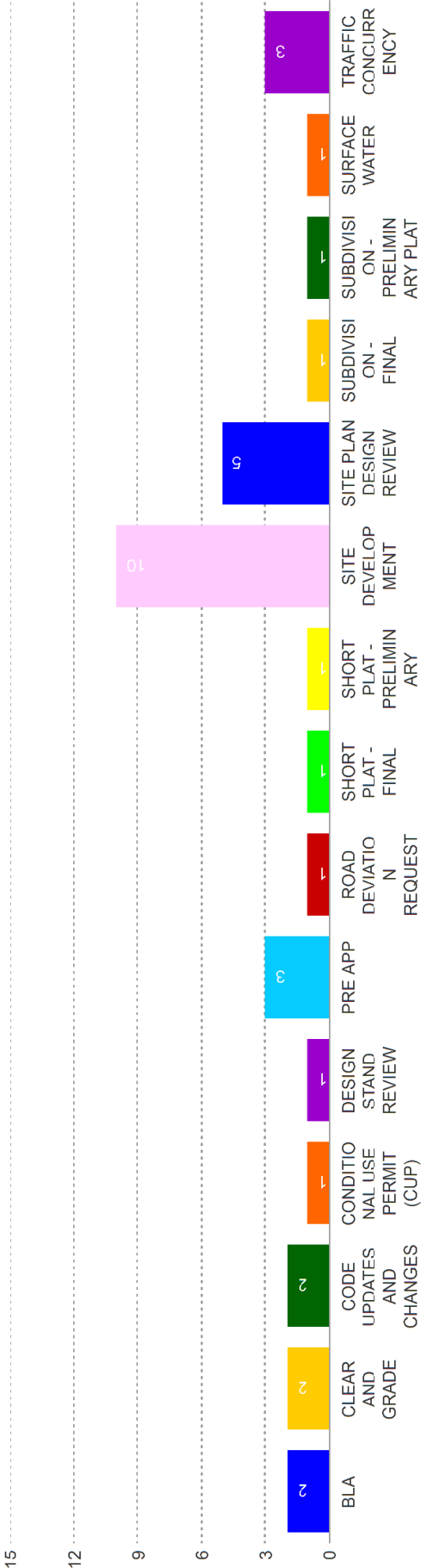
35 Permits

Exported: 12/01/2021

| Permit #                              | Project                                              | Site Address                  | Parcel                     | Department  | Type                           | Status               | Submitted  | Last Activity |
|---------------------------------------|------------------------------------------------------|-------------------------------|----------------------------|-------------|--------------------------------|----------------------|------------|---------------|
| 21-1430                               | WINDMILL PARK TOWNHOMES SITE DEVELOPMENT             | 3117 MERIDIAN AVE E           | <a href="#">420103072</a>  | ENGINEERING | SITE DEVELOPMENT               | WAITING ON REVISIONS | 09/24/2021 | 10/21/2021    |
| 21-1515                               | RUSEV SITE DEVELOPMENT                               | 11516 8TH ST E                | <a href="#">420038004</a>  | ENGINEERING | SITE DEVELOPMENT               | UNDER REVIEW         | 11/01/2021 | 11/23/2021    |
| 21-1560                               | BREYER SHORT PLAT SITE DEVELOPMENT                   | 2110 TO 2114 95TH AVENUE CT E | <a href="#">420095023</a>  | ENGINEERING | SITE DEVELOPMENT               | UNDER REVIEW         | 11/22/2021 | 11/30/2021    |
| <b>SITE PLAN DESIGN REVIEW</b>        |                                                      |                               |                            |             |                                |                      |            |               |
| 21-1031                               | PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)      | 3926 90TH AVE E               | <a href="#">420163076</a>  | PLANNING    | SITE PLAN DESIGN REVIEW        | WAITING ON REVISIONS | 01/22/2021 | 11/03/2021    |
| 21-1320                               | VIBE SALON SITE PLAN REVIEW                          | 10124 18TH STREET CT E        | <a href="#">3630000090</a> | PLANNING    | SITE PLAN DESIGN REVIEW        | WAITING ON REVISIONS | 07/12/2021 | 09/01/2021    |
| 21-1348                               | TAPPS APARTMENTS SITE PLAN REVIEW                    | XXX 29TH ST E                 | <a href="#">3625000372</a> | PLANNING    | SITE PLAN DESIGN REVIEW        | WAITING ON REVISIONS | 07/29/2021 | 11/18/2021    |
| 21-1403                               | BRIDGE POINT SITE PLAN APPLICATION                   | 9321 44TH STREET CT E         | <a href="#">420163000</a>  | PLANNING    | SITE PLAN DESIGN REVIEW        | WAITING ON REVISIONS | 09/02/2021 | 10/19/2021    |
| 21-1497                               | EDGEWOOD HEIGHTS PHASE II SUB-PHASING SITE PLAN      | 1909 104TH AVE E              | <a href="#">420106035</a>  | PLANNING    | SITE PLAN DESIGN REVIEW        | WAITING ON REVISIONS | 10/20/2021 | 11/24/2021    |
| <b>SUBDIVISION - FINAL</b>            |                                                      |                               |                            |             |                                |                      |            |               |
| 21-1389                               | PHILLIPS RIDGE SUBDIVISION FINAL PLAT                | XXX 86TH AVENUE CT E          | <a href="#">420081040</a>  | PLANNING    | SUBDIVISION - FINAL            | INCOMPLETE           | 08/25/2021 | 11/29/2021    |
| <b>SUBDIVISION - PRELIMINARY PLAT</b> |                                                      |                               |                            |             |                                |                      |            |               |
| 21-1282                               | WINDMILL PARK TOWNHOMES SUBDIVISION PRELIMINARY PLAT | 3117 MERIDIAN AVE E           | <a href="#">420103072</a>  | PLANNING    | SUBDIVISION - PRELIMINARY PLAT | WAITING ON REVISIONS | 06/17/2021 | 11/30/2021    |
| <b>SURFACE WATER</b>                  |                                                      |                               |                            |             |                                |                      |            |               |
| 21-1328                               | MANZA SIMPLE PAVING PERMIT                           | 1019 114TH AVE E              | <a href="#">420038030</a>  | ENGINEERING | SURFACE WATER                  | WAITING ON REVISIONS | 07/19/2021 | 10/07/2021    |
| <b>TRAFFIC CONCURRENCY</b>            |                                                      |                               |                            |             |                                |                      |            |               |
| 21-1167                               | 29TH ST APARTMENTS TRAFFIC CONCURRENCY               | XXX 29TH ST E                 | <a href="#">3625000372</a> | ENGINEERING | TRAFFIC CONCURRENCY            | UNDER REVIEW         | 04/07/2021 | 11/29/2021    |
| 21-1192                               | BRIDGE POINT TRAFFIC CONCURRENCY                     | XXX 98TH AV E                 | <a href="#">420164096</a>  | ENGINEERING | TRAFFIC CONCURRENCY            | UNDER REVIEW         | 04/29/2021 | 06/02/2021    |
| 21-1214                               | NWP MERIDIAN TRAFFIC CONCURRENCY                     | 3117 MERIDIAN AV E            | <a href="#">420103072</a>  | ENGINEERING | TRAFFIC CONCURRENCY            | UNDER REVIEW         | 05/11/2021 | 07/20/2021    |

Pending Projects - Planning and Engineering Permits

Permits by Type



# Plat Construction Tracking Report- October 2021

| Preliminary Plat |                                             |                         |            |             |            | Site Development | Final Plat  |               | Buildout          |                 |
|------------------|---------------------------------------------|-------------------------|------------|-------------|------------|------------------|-------------|---------------|-------------------|-----------------|
| Submitted        | Project                                     | Address                 | Total Lots | Status      | Approved   | Status           | Status      | Lots Recorded | Completed Homes # | Completion Date |
| 2021             | WINDMILL PARK TOWNHOMES                     | 3117 MERIDIAN AVE E     | 45         | APPLICATION |            | APPLICATION      |             |               |                   |                 |
|                  | BREYER SHORT PLAT                           | 2114 95TH AVCT E        | 5          | APPROVED    | 9/20/2021  | APPLICATION      |             |               |                   |                 |
| 2020             | HUNTINGTON SHORT PLAT                       | 9605 18TH STCT E        | 3          | APPROVED    | 2/8/2021   | FINALED          | APPROVED    | 3             | 1                 | 33%             |
|                  | CONNOLLY SHORT PLAT                         | 1711 122ND AV E         | 3          | APPLICATION |            |                  |             |               |                   |                 |
|                  | TEBALDI SHORT PLAT                          | 4625 126TH AV E         | 2          | APPROVED    | 11/12/2020 | N/A              |             |               |                   |                 |
|                  | PADEN SHORT PLAT                            | 1302 114TH ST E         | 2          | APPROVED    | 2/1/2021   |                  |             |               |                   |                 |
|                  | HARRISON SHORT PLAT                         | 12121 42ND ST E         | 2          | APPROVED    | 2/1/2021   | FINALED          | APPROVED    | 2             | 1                 | 50%             |
|                  | PHILLIPS RIDGE SUBDIVISION                  | XXX 86TH AVCT E         | 14         | APPROVED    | 12/29/2020 | ISSUED           | APPLICATION |               |                   |                 |
|                  | DODDS SHORT PLAT                            | 4902 EDGEWOOD DR E      | 2          | APPROVED    | 9/3/2020   | N/A              | APPROVED    | 2             | 1                 | 50%             |
| 2019             | SMITH SHORT PLAT                            | 2506 117TH AV E         | 2          | APPROVED    | 10/5/2021  |                  |             |               |                   |                 |
|                  | BJERK SHORT PLAT                            | 9815 31ST ST E          | 2          | APPROVED    | 1/14/2020  | N/A              | APPROVED    | 2             | 1                 | 50%             |
|                  | ESTATES ON CALDWELL SUBDIVISION             | XXX CALDWELL RD E       | 6          | APPROVED    | 5/5/2020   | FINALED          | APPROVED    | 6             |                   |                 |
|                  | JENNA ACRES SHORT PLAT                      | 1419 114TH AV E         | 4          | APPROVED    | 9/14/2020  | APPLICATION      |             |               |                   |                 |
|                  | SELLERS SHORT PLAT                          | 11215 13TH ST E         | 2          | APPROVED    | 9/27/2019  |                  |             |               |                   |                 |
|                  | WAGNER SHORT PLAT                           | 11226 18TH ST E         | 3          | APPROVED    | 10/23/2019 | ISSUED           | APPLICATION |               |                   |                 |
|                  | RAMSAUR SHORT PLAT                          | 9505 24TH ST E          | 4          | APPROVED    | 6/21/2019  | N/A              | APPROVED    | 4             | 1                 | 25%             |
| 2018             | BECKER SHORT PLAT                           | 4122 CALDWELL RD E      | 2          | APPROVED    | 7/1/2019   | ISSUED           | APPROVED    | 2             | 1                 | 50%             |
|                  | BARTH SUBDIVISION                           | XXX 96TH AV E           | 37         | APPROVED    | 6/4/2020   | ISSUED           |             |               |                   |                 |
|                  | T GARRETT SHORT PLAT                        | 10412 36TH ST E         | 2          | APPROVED    | 3/1/2019   | FINALED          | APPROVED    | 2             | 1                 | 50%             |
|                  | GRUBB SHORT PLAT                            | 12325 48TH ST E         | 3          | APPROVED    | 12/29/2020 |                  |             |               |                   |                 |
|                  | HEART & SOUL SHORT PLAT                     | 9725 18TH STCT E        | 4          | APPROVED    | 12/26/2018 | FINALED          | APPROVED    | 4             | 2                 | 50%             |
|                  | MICKELSON SUBDIVISION                       | 2804 90TH AV E          | 10         | APPROVED    | 8/25/2020  | APPLICATION      |             |               |                   |                 |
|                  | CHUMAKIN SHORT PLAT                         | 2005 112TH AV E         | 4          | APPROVED    | 6/22/2018  | FINALED          | APPROVED    | 4             | 1                 | 25%             |
| 2017             | BEREZNYOV SHORT PLAT                        | 8904 20TH ST E          | 4          | APPROVED    | 1/10/2019  | APPLICATION      |             |               |                   |                 |
|                  | ABEL SHORT PLAT                             | 12321 16TH ST E         | 6          | APPROVED    | 9/13/2018  | ISSUED           | APPROVED    | 6             |                   |                 |
|                  | CIRILIUM (RESERVE AT HILLCREST) SUBDIVISION | 12311 31ST ST E         | 18         | APPROVED    | 8/15/2018  | FINALED          | APPROVED    | 18            | 7                 | 38%             |
|                  | WOLF POINT SUBDIVISION                      | XXX MERIDIAN AV E       | 56         | APPROVED    | 3/20/2019  | ISSUED           |             |               |                   |                 |
| 2016             | GAGNON SHORT PLAT                           | 2620 110TH AV E         | 2          | APPROVED    | 11/17/2017 | FINALED          | APPROVED    | 2             | 1                 | 50%             |
|                  | VOLENTE SUBDIVISION                         | 8626 33RD ST E          | 15         | APPROVED    | 6/6/2017   | ISSUED           | APPROVED    | 15            | 0                 |                 |
|                  | DOMUS TOWNHOMES PRD (THE WOODLANDS)         | 10525 11TH ST E         | 55         | APPROVED    | 1/11/2017  | FINALED          | APPROVED    | 55            | 17                | 31%             |
|                  | EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2   | 8224 20TH ST E          | 67         | APPROVED    | 12/14/2017 | FINALED          | APPROVED    | 67            | 61                | 91%             |
|                  | GERVAIS SHORT PLAT                          | 1607 112TH AVE E        | 3          | APPROVED    | 12/22/2016 | ISSUED           | APPLICATION |               |                   |                 |
|                  | NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 2 | 9623 24TH ST E          | 41         | APPROVED    | 10/24/2017 | APPLICATION      |             |               |                   |                 |
|                  | PASCOLO ESTATES SUBDIVISION                 | 2806 117TH AVE CT E     | 19         | APPROVED    | 3/21/2017  | FINALED          | APPROVED    | 19            | 4                 | 21%             |
| 2015             | EDGEWOOD TERRACE SUBDIVISION                | 2907 122ND AVE E        | 28         | APPROVED    | 7/5/2017   |                  |             |               |                   |                 |
|                  | NICKLAUS (ASTER POINT) SUBDIVISION          | 2305-2307 94TH AVE CT E | 38         | APPROVED    | 12/15/2016 | FINALED          | APPROVED    | 38            | 22                | 58%             |
|                  | CALIBER SHORT PLAT                          | 3312 106TH AVE E        | 6          | APPROVED    | 9/8/2016   | FINALED          | APPROVED    | 6             | 5                 | 83%             |
|                  | EDGEWOOD ESTATES SUBDIVISION                | 12220 12TH ST E         | 14         | APPROVED    | 9/29/2016  | ISSUED           | APPROVED    | 14            |                   |                 |
|                  | VIEW POINTE SUBDIVISION                     | 10413 13TH ST E         | 44         | APPROVED    | 4/29/2016  | FINALED          | APPROVED    | 44            | 43                | 98%             |
|                  | MAPLE GROVE SUBDIVISION                     | 2613 87TH AVE CT E      | 8          | APPROVED    | 9/13/2016  | FINALED          | APPROVED    | 8             | 8                 | 100%            |
| 2014             | CURRAN ESTATES SUBDIVISION                  | 412 114TH AVE E         | 9          | APPROVED    | 12/30/2015 | FINALED          | APPROVED    | 9             | 2                 | 22%             |
| 2014             | LISITSYN SHORT PLAT                         | 11120 COUNTY LINE RD E  | 6          | APPROVED    | 7/15/2014  | FINALED          | APPROVED    | 6             | 3                 | 50%             |
| 2013             | WESTRIDGE SUBDIVISION                       | FREEMAN RD              | 290        | APPROVED    | 9/4/2014   | FINALED          | APPROVED    | 284           | 264               | 93%             |



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                |                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>Discussion - Resolution - Hearing Examiner Selection                                                        | <b>Agenda Item #:</b> 2.C                                                                                                                                                    |
|                                                                                                                                | <b>For Agenda of:</b> 12/21/2021                                                                                                                                             |
|                                                                                                                                | <b>Prepared by:</b> Darren Groth                                                                                                                                             |
| <b>Attachments (list):</b><br>1. Attachment 1_ SLC Hearing Examiner Contract                                                   |                                                                                                                                                                              |
| <b>Approval of Materials:</b><br>Darren Groth<br>Rachel Pitzel 12/17/2021<br>Dave Gray 12/17/2021<br>Daryl Eidingen 12/17/2021 | <b>Expenditure Required:</b><br>See Fiscal Note<br><b>Amount Budgeted:</b><br>See Fiscal Note<br><b>Timeline:</b><br>12/21/2021 SS Discussion<br>12/28/2021 RCM Final Action |

### Summary Statement:

After many years of service to Edgewood, Mr. Stephen Causseaux, the City's current Hearing Examiner (HEX), is stepping down as an HEX at the end 2021. To fill the upcoming vacancy, the City contacted multiple HEX providers to inquire about their services. With Mr. Causseaux's retirement, however, many municipalities are looking for HEX services from a now reduced pool of candidates. As such, many providers were unable to fit another jurisdiction into their portfolio. The Sound Law Center is one of the HEX providers able to take on a new client the size of Edgewood. The Sound Law Center was made aware of the City's requirements for HEX, as contained in Edgewood Municipal Code (EMC) Chapter 2.40, Hearing Examiner, and provided a draft contract to cover their proposed services to the City. The draft contract for the City to partner with Sound Law Center and Andrew Reeves, their Managing Attorney and our contract's primary HEX, is included in this Agenda Bill as Attachment 1. Due to the timing of Mr. Causseaux stepping down on December 31 and the desire to fill the HEX vacancy before the end of the year, as of the writing of this Agenda Bill, the City is still in conversations with Sound Law Center regarding a couple of specifics in the contract. If City Council's discussion on this agenda item moves this item forward for action next week, a finalized draft of the contract will be attached to that Agenda Bill.

### Item History:

### Recommended Action:

Hold a discussion and provide staff direction to Discussion - Resolution - Hearing Examiner Selection

### Fiscal Note/Consideration:

The Hearing Examiner's fee is charged at a rate of \$225 per hour. Application types that require a Hearing Examiner's decision include this rate in the City's Fee Schedule. The City will be paying for the Hearing Examiner and recovering costs for the Hearing Examiner's services, which include meeting prep, holding the hearing, and both preparing and distributing the decision, through the respective application fees.





**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF EDGEWOOD  
AND SOUND LAW CENTER, LLC**

THIS AGREEMENT is made this 28th day of December, 2021, between the City of Edgewood, (hereinafter the "City") and Sound Law Center, LLC, (hereinafter "Consultant").

WHEREAS, Consultant is in the business of providing certain professional services specified herein, and

WHEREAS, the City desires to contract with Consultant for the provision of such services and Consultant agrees to contract with the City for same; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed between the parties as follows:

**TERMS**

I. **Description of Work.** Consultant shall perform on-call Hearing Examiner services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Consultant shall not perform any additional services without the express permission of the City.

II. **Payment.**

- A. The City shall pay Consultant for time and materials as set forth in Exhibit A for the services described in this Agreement.
- B. Consultant shall submit payment invoice to the City after such services have been performed, and the City shall make payment within thirty (30) days after the submittal of the approved invoice. Such invoice shall detail the work, and a description of the tasks performed.
- C. If the City objects to all or any portion of any invoice, it shall so notify Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

III. **Relationship of Parties.** The parties intend that an independent contractor – client relationship will be created by this Agreement. The Consultant is customarily engaged in an independently established trade which encompasses the specific services provided to the City hereunder; no agent, employee, representative or subcontractor of Consultant shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and

unemployment insurance, are available from the City to the Consultant or his employees, agents, representatives or subcontractors. Consultant will be solely and entirely responsible for his acts and for the acts of Consultant's agents, employees, representatives, and subcontractors during the performance of this Agreement.

**IV. Duration of Work.** This Agreement shall be effective for a period commencing from the date of signature to December 31, 2024, except as provided for in paragraph V below. This Agreement will be automatically extended in twelve (12) month increments unless terminated by either party or until a new agreement is executed between the parties.

**V. Termination.**

The City shall have the option to terminate this Agreement at any time with reasonable cause. Termination shall be effective after thirty (30) days upon delivery of written notice to the Consultant. The Consultant shall have the option to terminate this Agreement after sixty (60) days upon delivery of written notice to the City, unless the City determines the Consultant can be released from the contract prior to sixty days.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Consultant to the effective date of termination. The Director of Community Development shall make the final determination about what services have been satisfactorily performed which decision shall be final, binding, and conclusive.

**VI. Discrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Consultant, its subcontractors or any person acting on behalf of Consultant shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap discriminate against any person who is qualified and available to perform the work to which the employment relates.

**VII. Indemnification.**

Consultant shall defend, indemnify, and hold the City, 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 negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## VIII. Insurance.

### A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### B. No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverage described below:

1. 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. **A statement certifying that no company-owned vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.**
2. 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 City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### D. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. **Other Insurance Provision**

The Consultant's Commercial General Liability insurance policies is to contain or be endorsed to contain that it shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. **Acceptability of Insurers**

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

G. **Verification of Coverage**

At the City's request, Consultant shall furnish the City 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 Consultant before commencement of the work.

H. **Notice of Cancellation**

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. **Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

IX. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

X. **Assignment.** Any assignment of this Agreement by Consultant without the written consent of the City shall be void.

XI. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed

sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices should be sent to:

Sound Law Center, LLC  
Andrew Reeves, Managing Attorney  
4500 9th Ave, NE Suite 300  
Seattle, WA 98105

City of Edgewood  
Darren Groth, Director of Community & Economic Development  
2224 104th Avenue East  
Edgewood, WA 98372

XII. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

XIII. **Resolution of Disputes, Governing Law.** Disputes shall first be attempted to be resolved by mediation, each party paying one-half of the cost of mediation. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any litigation shall be in Pierce County.

XIV. **Documents and Record Keeping**

- A. **Ownership.** All records, files, designs, drawings, specifications, data, information, materials, reports, memoranda, documents, and other work products, including all electronic stored information (“ESI”), produced, or prepared by the Consultant in connection with the services rendered under this Agreement (“Documents”) are the property of the City. Upon request, the Consultant shall provide Documents to the City.
- B. **Records Maintenance.** The Parties acknowledge that the City is subject to records retention and public records laws. During the progress of the work and services provided hereunder and for a period of not less than six (6) years from the date of final payment to the Consultant, the Consultant shall keep, retain, and maintain all Records, defined below, pertaining to the work and services provided pursuant to this Agreement. Copies of all Records pertaining to the work and services provided hereunder shall be made available for review at the Consultant’s place of business during normal working hours. If any public records request, litigation, claim, or audit is commenced, the Consultant shall cooperate with City and assist in the production of all such Records. Records shall be retained until all public records request, litigation, claims, or audit findings have been

resolved even though such public records request, litigation, claim, or audit continues past the six (6) year retention period.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

SOUND LAW CENTER, LLC  
Andrew Reeves, Managing Attorney

CITY OF EDGEWOOD  
Daryl Eiding, Mayor

By \_\_\_\_\_

By \_\_\_\_\_

DRAFT

## EXHIBIT A

### SERVICES AGREEMENT

This conforms to the agreement between the City of Edgewood and Sound Law Center, LLC, for Hearing Examiner services.

A. The services provided by Sound Law Center, LLC will consist of the following:

The Hearing Examiner shall provide those services and fulfill those duties as identified in the City's ordinances relating to the Hearing Examiner, and carry out such other responsibilities as may be agreed to between the City and the Hearing Examiner. Those services, duties and responsibilities include preparing and/or updating Rules of Procedure; preparing for land use hearings by reviewing files and applicable laws; conducting site views of properties that are the topic of a land use hearing, when necessary or appropriate; conducting hearing on appeals; and preparing a written decision including findings and conclusions on all applications and appeals heard. The Hearing Examiner shall also be available to present to the City Council and staff training sessions on land use law and procedures as well as to provide updates on the law affecting land use hearings, if requested.

B. The City agrees to pay Sound Law Center, LLC on a time and materials basis for services performed in accordance with the following hourly billing rates:

|                           |       |
|---------------------------|-------|
| Hearing Examiner Services | \$225 |
|---------------------------|-------|

Hourly rates include **all costs**, we do not invoice separately for mileage, phone calls, copies and other direct costs incurred by SLC when providing services.

C. a. Hearings may be held in person or using remote meeting technology upon mutual agreement by the City and SLC.



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                 |                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Subject:</b><br>Discussion - Resolution - Addendum to McKinstry HVAC Agreement                                                                                                                               | <b>Agenda Item #:</b> 2.D                                                              |
|                                                                                                                                                                                                                 | <b>For Agenda of:</b> 12/21/2021                                                       |
|                                                                                                                                                                                                                 | <b>Prepared by:</b> Matthew Ray                                                        |
| <b>Attachments (list):</b><br>1. First Amendment HVAC Maintenance Services<br>2. RESOLUTION NO. 20.0497, AUTHORIZING THE EXECUTION OF A PURCHASES SERVICES AGREEMENT FOR HVAC MAINTENANCE SERVICES AT CITY HALL |                                                                                        |
| <b>Approval of Materials:</b><br>Matthew Ray<br>Rachel Pitzel 12/16/2021<br>Dave Gray 12/17/2021<br>Daryl Eiding 12/17/2021                                                                                     | <b>Expenditure Required:</b><br>\$2,592<br><b>Amount Budgeted:</b><br><b>Timeline:</b> |

### Summary Statement:

The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) are now recommending Air filters with a Minimum Efficiency Reporting Value (MERV) of 13 or better to deal with COVID 19. The City is currently using MERV 8. This agreement is to swap our filters for MERV 13.

### Item History:

In March 2020 the City signed an agreement with McKinstry to provide maintenance of the HVAC system at City Hall. McKinstry is one of the vendors on the Washington State Department of Enterprise Services Master Contract list. This allows the City the ability to "piggyback" on the state contract without going out to bid.

### Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution - Addendum to McKinstry HVAC Agreement

### Fiscal Note/Consideration:



**FIRST AMENDMENT TO  
PURCHASED SERVICES AGREEMENT  
BETWEEN THE CITY OF EDGEWOOD  
AND MCKINSTRY CO., LLC**

**Section I. Date and Parties.**

This document ("First Amendment"), is dated the \_\_\_\_ day of January, 2022, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and McKinstry Co, LLC ("Contractor"). This First Amendment modifies the Purchased Services Agreement dated March 11, 2020, by and between the City and Contractor (the "Agreement").

**Section II. General Recitals.**

A. Since the Agreement was executed, the City and Contractor have mutually agreed to expand the scope of the Agreement to include installation of Merv 13 air filters in the City's heat pumps in place of the air filters previously contemplated under the agreement.

B. The parties have now agreed to amend the Agreement as set forth in this First Amendment to amend the scope of work to include installation of the above mentioned air filters.

**Section III. Amendments to the Agreement.**

A. Schedule of Work. Exhibit A of the original Agreement is hereby amended by adding Exhibit A-1 attached hereto to reflect the substitution of the Merv 13 air filters.

**Section IV. Other Terms Unchanged.** All other terms of the Agreement remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the Agreement and First Amendment, the provisions of this First Amendment shall control.

DATED: This \_\_\_\_ day of January, 2022.

CITY OF EDGEWOOD

CONTRACTOR

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

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

Printed Name: \_\_\_\_\_

Its: Mayor, Daryl Eidinger

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

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

Date: \_\_\_\_\_, 2022

**First Amendment to Agreement with McKinstry**

**Page 1 of 2**

\_\_\_\_\_  
City

\_\_\_\_\_  
Consultant

ATTEST:

---

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

---

City Attorney, Ann Marie Soto

**RESOLUTION NO. 20-0497**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PURCHASES SERVICES AGREEMENT FOR HVAC MAINTENANCE SERVICES AT CITY HALL, BID AND NEGOTIATED BY THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

**WHEREAS**, the City has need for ongoing ordinary maintenance and repair of the HVAC system at City Hall including air handling and computer control systems to provide heating, fresh air, cooling, associated electrical and plumbing, pressure vessels, valves, chemical controls; and

**WHEREAS**, the State of Washington has entered into a Master Contract with McKinstry Company, LLC through the Department of Enterprise services to provide HVAC ordinary maintenance services at fixed prices for the State and it's political subdivisions such as the City of Edgewood; and

**WHEREAS**, McKinstry is known to the City as a reputable service provider for HVAC services and has agreed to contract with the City under the provisions of the State Master Contract; and

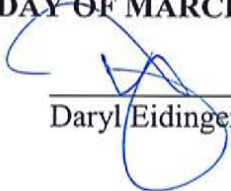
**WHEREAS**, the City wishes to execute, under the provisions of the State Master Contract Number 02919 a contract for Purchased Services together with a specific scope of work and cost identified in the contract; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** (To authorize the Mayor to execute that certain contract for purchased services with McKinstry Company, LLC attached hereto and incorporated herein.

**Section 2.** Effective Date. This resolution will take effect immediately upon passage by the City Council.

**ADOPTED THIS 24<sup>TH</sup> DAY OF MARCH, 2020**

  
\_\_\_\_\_  
Daryl Eiding, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rachel Pitzel, CMC  
City Clerk

## CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

THIS Agreement is made effective as of the 11th day of March, 2020, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "**CITY**")

2224 - 104<sup>th</sup> Avenue E.

Edgewood, Washington 98372

Contact: Mayor Daryl Eidinger Phone: 253-952-3299 Fax: 253-952-3537

acting by and through the Washington State Department of Enterprise Services Master Contract No. 02919 dated October 1, 2019, where conflict between the City of Edgewood contract and the State Master Contract exist, the City Contract shall prevail;

and McKinstry Co., LLC a Washington Limited Liability Company ("**Contractor**") organized under the laws of the State of Washington, doing business at:

McKinstry Co., LLC (hereinafter the "**CONTRACTOR**")

5005 3<sup>rd</sup> Ave S.

Seattle, WA 98134

Contact: Matt Earnhardt, Senior Account Executive Phone: 253.572.9876

Email: matte@mckinstry.com

for purchased services in connection with City Of Edgewood, Edgewood City Hall location HVAC and related system maintenance services as described below and in more detail in "Schedule" and "Task Lists."

### TERMS AND CONDITIONS

#### 1. Services by Contractor.

A. Contractor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Contractor shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

#### 2. Schedule of Work.

A. Contractor shall perform the services described in the scope of work in accordance with the "Schedule" and "Task Lists" attached to this contract as Exhibit "A." If delays beyond Contractor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.



3. **Terms.** This Agreement shall commence on March 11, 2020, ("Commencement Date") and shall terminate on March 10, 2023 unless extended or terminated in writing as provided herein.

4. **Compensation.**

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "A."

5. **Payment.**

A. Contractor shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Contractor shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.



**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-Contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-Contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-Contractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-Contractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

**8. Suspension and Termination of Agreement**

A. Termination. This Agreement may be terminated by the City at any time.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

C. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's reasonable expenses, and shall be subject to verification. The Contractor shall resume performance of services under this Agreement without delay when the suspension period ends.

D. Notice of Termination or Suspension. If delivered to the Contractor in person, termination shall be effective immediately upon the Contractor's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Contractor in writing upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Contractor at the address set forth in Section 15 herein.

Revised 11/19



**9. Standard of Care.** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Contractor under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Work Performed at the Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-Contractors in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

**11. Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 City, its officers, officials, employees, agents and Volunteers, the Contractor's liability 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**12. Insurance.** The Contractor shall procure and maintain for the duration of the Agreement ad for thirty (30) days after termination, 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.

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. 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.

2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

D. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 City evidences limits of liability lower than those maintained by the Contractor.

E. 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 City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the



City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

#### H. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

#### I. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

#### J. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**13. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**14. Notice.** Any notices required to be given by the City to Contractor or by Contractor to the City shall be in writing and delivered to the parties at the following addresses:

Daryl Eidinger  
Mayor  
2224 - 104<sup>th</sup> Avenue E.  
Edgewood, WA 98372

Phone: 253-952-3299  
Fax: 253-952-3537

NAME OF CONTRACTOR  
Attn: Matt Earnhardt  
McKinstry Co. LLC  
5005 3<sup>rd</sup> Ave S.  
Seattle, WA 98134

Phone: (206) 768.7754  
Email:matte@mckinstry.com

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Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

#### 15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

#### 16. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Contractor.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

By:

Daryl Eidingen  
Mayor

Date: 3/24/2020

CONTRACTOR

By:

Zack McNelly  
Business Development Manager

Date: 3-14-2020

Revised 11/19

Attest:

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



Rachel Pitzel, CMC  
City Clerk

APPROVED AS TO FORM:

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



Ann Marie J. Soto  
Interim City Attorney



# CITY OF EDGEWOOD

## EXHIBIT "A"

# Scope of Coverage

Our scope of coverage for City Of Edgewood, Edgewood location, includes maintenance services as described below and in more detail in "Schedule" and "Task Lists."

### SPECIFIC SCOPE OF COVERAGE

- 1 . HVAC preventive maintenance (four times annually)
- 2 . HVAC Filter Changes preventive maintenance (two times annually)
- 3 . HVAC Controls Preventive maintenance (four times annually)
- 4 . Water Treatment preventive maintenance (four times annually)

### GENERAL SCOPE OF COVERAGE

- 1 . Written reports for maintenance inspections
- 2 . Written reports for service calls
- 3 . Priority scheduling and response for all McKinstry service offerings
- 4 . 24x7 Emergency Response availability
- 5 . 20-minute call back and 4-hours on site for emergency service calls
- 6 . Service history tracking by Equipment ID for all equipment under contract
- 7 . Preferred service rates for all services
- 8 . Work to be performed during normal business hours

### COMMENTS/CLARIFICATIONS

All work is done subject to McKinstry's standard Service Warranty

McKinstry will not be responsible for:

- Any services not specifically listed in the Scope of Work
- The quality or suitability of Customer furnished materials and/or equipment; the system performance; and/or system design
- Emergency calls resulting from system design issues
- Liability for underground utilities, obstructions, locating services and location of utilities, and/or unforeseen obstacles or conditions
- Any damages that are not reasonably foreseeable from any incident, including special, indirect, or consequential damages
- Water supply and drain issues beyond the requirements listed in the Scope of Work
- Electrical service beyond the equipment disconnect switch, or electrical service requirements due to power failure
- Any work not paid in full
- Downtime for IT infrastructure and/or IT network(s) to which McKinstry had no responsibility for
- Damage caused by freezing
- Repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or anything else other than caused ordinary use
- Repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment
- Non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, equipment housing, casings, enclosures and/or boiler vessels.
- Any claims, damages, losses or expenses, arising from or related to conditions that existed in, or, or upon the premises before the effective date of this Agreement. These preexisting conditions include, without limitation, damages, losses, or expenses involving building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi
- Data management and impacts including accessibility, integrity, and system uptime or downtime



### Equipment List for City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

|            |                                       |                | Criticality | Duty Cycle               | Operation Conditions       |                               |              |               |                |                        |
|------------|---------------------------------------|----------------|-------------|--------------------------|----------------------------|-------------------------------|--------------|---------------|----------------|------------------------|
| Tag Number | Equipment Type                        | Manufacturer   | 1 or 2 or 3 | Light<br>Medium<br>Heavy | Clean<br>Moderate<br>Dirty | Description                   | Model Number | Serial Number | Location       | Filters/Belts          |
| AHU-01     | Air Handler Built Up (up to 15 tons)  | Greenheck      | 2           | Medium                   | Moderate                   | Air Handler Unit              | Field Verify | Field Verify  | Roof           | 20 X 20 X 1 Pleat-40   |
| WWHP-01    | Heat Pump Water Source (up to 5 tons) | Climate Master | 2           | Medium                   | Moderate                   | Water Heat Pump               | Field Verify | Field Verify  | Office Ceiling | 12 X 20 X 2 Pleat-40   |
| GSHP-01    | Heat Pump Water Source (up to 5 tons) | Climate Master | 2           | Medium                   | Moderate                   | Ground Source Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 20 X 25 X 2 Pleat-40   |
| GSHP-02    | Heat Pump Water Source (up to 5 tons) | Climate Master | 2           | Medium                   | Moderate                   | Ground Source Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 18 X 18 X 2 Pleat-40   |
| GSHP-03    | Heat Pump Water Source (up to 5 tons) | Climate Master | 2           | Medium                   | Moderate                   | Ground Source Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 18 X 18 X 2 Pleat-40   |
| GSHP-04    | Heat Pump Water Source (up to 5 tons) | Climate Master | 2           | Medium                   | Moderate                   | Ground Source Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 18 X 18 X 2 Pleat-40   |
| GSHP-05    | Heat Pump Water Source (up to 5 tons) | Climate Master | 2           | Medium                   | Moderate                   | Ground Source Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 10 X 20 X 2 Disposable |
| GSHP-06    | Heat Pump Water Source (up to 5 tons) | Climate Master | 2           | Medium                   | Moderate                   | Ground Source Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 20 X 20 X 2 Pleat-40   |





### Equipment List for City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number | Equipment Type                              | Manufacturer   | Criticality | Duty Cycle |        | Operation Conditions |          | Description                      | Model Number | Serial Number | Location       | Filters/Belts           |
|------------|---------------------------------------------|----------------|-------------|------------|--------|----------------------|----------|----------------------------------|--------------|---------------|----------------|-------------------------|
|            |                                             |                | 1 or 2 or 3 | Light      | Medium | Heavy                | Clean    |                                  |              |               |                |                         |
| GSHP 2-1   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-2   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-3   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-4   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-5   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-6   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-7   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |





# Equipment List for City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number | Equipment Type                              | Manufacturer   | Criticality | Duty Cycle |        | Operation Conditions | Description | Model Number                     | Serial Number | Location       | Filters/Belts           |
|------------|---------------------------------------------|----------------|-------------|------------|--------|----------------------|-------------|----------------------------------|---------------|----------------|-------------------------|
|            |                                             |                |             | Light      | Medium | Heavy                |             |                                  |               |                |                         |
| GSHP 2-8   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate    | Ground Source<br>Water Heat Pump | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-9   | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate    | Ground Source<br>Water Heat Pump | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-10  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate    | Ground Source<br>Water Heat Pump | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-11  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate    | Ground Source<br>Water Heat Pump | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-12  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate    | Ground Source<br>Water Heat Pump | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-13  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate    | Ground Source<br>Water Heat Pump | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-14  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate    | Ground Source<br>Water Heat Pump | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |



## Equipment List for City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number | Equipment Type                              | Manufacturer   | Criticality | Duty Cycle |        | Operation Conditions |          | Description                      | Model Number | Serial Number | Location       | Filters/Belts           |
|------------|---------------------------------------------|----------------|-------------|------------|--------|----------------------|----------|----------------------------------|--------------|---------------|----------------|-------------------------|
|            |                                             |                |             | Light      | Medium | Heavy                | Clean    |                                  |              |               |                |                         |
|            |                                             |                | 1 or 2 or 3 |            |        |                      |          |                                  |              |               |                |                         |
| GSHP 2-15  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-16  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-17  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-18  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-19  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| GSHP 2-20  | Heat Pump<br>Water Source<br>(up to 5 tons) | Climate Master | 2           |            | Medium |                      | Moderate | Ground Source<br>Water Heat Pump | Field Verify | Field Verify  | Office Ceiling | 15 X 30 X 2<br>Pleat-40 |
| P-01       | Pump<br>Circulation<br>(up to 30 HP)        | Taco           | 1           |            | Medium |                      | Moderate | Pump                             | Field Verify | Field Verify  | Boiler Room    |                         |



**Equipment List for**  
City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number | Equipment Type                 | Manufacturer      | Criticality | Duty Cycle |        | Operation Conditions |          | Description  | Model Number | Serial Number | Location    | Filters/Belts |
|------------|--------------------------------|-------------------|-------------|------------|--------|----------------------|----------|--------------|--------------|---------------|-------------|---------------|
|            |                                |                   |             | Light      | Medium | Heavy                | Clean    |              |              |               |             |               |
|            |                                |                   |             |            |        |                      |          |              |              |               |             |               |
| P-02       | Pump Circulation (up to 30 HP) | Taco              | 1           |            | Medium |                      | Moderate | Pump         | Field Verify | Field Verify  | Boiler Room |               |
| C-01       | Digital Controls Site Access   | Facility Explorer | 2           |            | Medium |                      | Moderate | HVAC Control | Field Verify | Field Verify  | Boiler Room |               |





**Schedule for**  
City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number                                                                                                                                                                                                                                                                                                                | Equipment Type                              | Description                      | Preventive/Predictive/Proactive Maintenance Schedule |           |     |     |     |           |     |     |     |     |           |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------|------------------------------------------------------|-----------|-----|-----|-----|-----------|-----|-----|-----|-----|-----------|-----------|
|                                                                                                                                                                                                                                                                                                                           |                                             |                                  | JAN                                                  | FEB       | MAR | APR | MAY | JUN       | JUL | AUG | SEP | OCT | NOV       | DEC       |
| MJ=Major Insp. MI=Minor Insp. AN=Annual Insp. OP=Operational Insp. FC=Filter Change Only CC=Coil Cleaning SPM=Bearing Analysis VIB=Vibration Analysis MCA=Motor Circuit Analysis US=Ultrasonic Survey OIL=Oil Analysis LA=Laser Alignment BC=Belt Change WT=Water Treatment EB=Energy Benchmark OA=Operational Assessment |                                             |                                  |                                                      |           |     |     |     |           |     |     |     |     |           |           |
| AHU-01                                                                                                                                                                                                                                                                                                                    | Air Handler<br>Built Up (up to 15 tons)     | Air Handler Unit                 |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| WWHP-01                                                                                                                                                                                                                                                                                                                   | Heat Pump<br>Water Source<br>(up to 5 tons) | Water Heat Pump                  |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| GSHP-01                                                                                                                                                                                                                                                                                                                   | Heat Pump<br>Water Source<br>(up to 5 tons) | Ground Source Water<br>Heat Pump |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| GSHP-02                                                                                                                                                                                                                                                                                                                   | Heat Pump<br>Water Source<br>(up to 5 tons) | Ground Source Water<br>Heat Pump |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| GSHP-03                                                                                                                                                                                                                                                                                                                   | Heat Pump<br>Water Source<br>(up to 5 tons) | Ground Source Water<br>Heat Pump |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| GSHP-04                                                                                                                                                                                                                                                                                                                   | Heat Pump<br>Water Source<br>(up to 5 tons) | Ground Source Water<br>Heat Pump |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| GSHP-05                                                                                                                                                                                                                                                                                                                   | Heat Pump<br>Water Source<br>(up to 5 tons) | Ground Source Water<br>Heat Pump |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| GSHP-06                                                                                                                                                                                                                                                                                                                   | Heat Pump<br>Water Source<br>(up to 5 tons) | Ground Source Water<br>Heat Pump |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |
| GSHP 2-1                                                                                                                                                                                                                                                                                                                  | Heat Pump<br>Water Source<br>(up to 5 tons) | Ground Source Water<br>Heat Pump |                                                      | MJ/<br>FC |     |     |     | MJ/<br>FC |     |     |     |     | MJ/<br>FC | MJ/<br>FC |



**Schedule for**  
City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number | Equipment Type                        | Description                   | Preventive/Predictive/Proactive Maintenance Schedule |       |     |     |       |     |     |       |     |     |       |     |
|------------|---------------------------------------|-------------------------------|------------------------------------------------------|-------|-----|-----|-------|-----|-----|-------|-----|-----|-------|-----|
|            |                                       |                               | JAN                                                  | FEB   | MAR | APR | MAY   | JUN | JUL | AUG   | SEP | OCT | NOV   | DEC |
| GSHP 2-2   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-3   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-4   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-5   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-6   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-7   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-8   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-9   | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-10  | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHP 2-11  | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |





**Schedule for**  
City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number | Equipment Type                        | Description                   | Preventive/Predictive/Proactive Maintenance Schedule |       |     |     |       |     |     |       |     |     |       |     |
|------------|---------------------------------------|-------------------------------|------------------------------------------------------|-------|-----|-----|-------|-----|-----|-------|-----|-----|-------|-----|
|            |                                       |                               | JAN                                                  | FEB   | MAR | APR | MAY   | JUN | JUL | AUG   | SEP | OCT | NOV   | DEC |
| GSHHP 2-12 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-13 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-14 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-15 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-16 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-17 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-18 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-19 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| GSHHP 2-20 | Heat Pump Water Source (up to 5 tons) | Ground Source Water Heat Pump |                                                      | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |     | MJ/FC |     |
| P-01       | Pump Circulation (up to 30 HP)        | Pump                          |                                                      | MJ    |     |     |       | MJ  |     |       |     |     | MJ    |     |



**Schedule for**  
City Of Edgewood

**Site:** City Of Edgewood  
2224 104th Ave. E.  
Edgewood, WA 98372

| Tag Number | Equipment Type                 | Description  | Preventive/Predictive/Proactive Maintenance Schedule |     |     |     |     |     |     |     |     |     |     |     |
|------------|--------------------------------|--------------|------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|            |                                |              | JAN                                                  | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| P-02       | Pump Circulation (up to 30 HP) | Pump         |                                                      | MJ  |     |     | MJ  |     |     | MJ  |     |     | MJ  |     |
| C-01       | Digital Controls Site Access   | HVAC Control |                                                      | MJ  |     |     | MJ  |     |     | MJ  |     |     | MJ  |     |



# Heat Pump Water Source Major Inspection Preventive Maintenance Task List ©

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## Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

## Operational Overview

- Note current outside air temp and weather conditions
- Verify overall operation
- Check heating/cooling operation
- Check/Record supply air temperature
- Check/Record return air temperature
- Note any abnormal vibration or noise

## Compressors

- Note cleanliness/condition
- Record operating voltage
- Record operating amps
- Check crankcase heater
- Check for refrigerant/oil leaks
- Check crankcase oil level
- Meg ohm readings compressor windings

## Refrigeration System

- Verify reversing valve operation
- Verify metering device operation
- Check cap tube condition
- Check for refrigerant/oil leaks
- Check sightglass

## Controls

- Check all terminations in control panel
- Exercise controls
- Check safeties and trip points
- Check ambient controls
- Check operation of water reg valve

## Supply Fan Section

- Inspect bearings for excessive wear & end play, tighten set screws
- Adjust pulleys & belts
- Number & size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade and tighten set screws
- Verify proper operation of fans
- Lubricate fan and motor

## Indoor Coils

- Note cleanliness of coil
- Record deltaP across coil
- Record deltaT across coils
- Check for refrigerant leaks
- Check condensate pan and drain

## Filter Section

- Note filter condition
- Change filters per schedule
- Note condition of outside air filters/screens

## Heating Section (Electric)

- Inspect controls and sequencer operations
- Record voltage
- Record amperage
- Check overload and safeties

## Heat Exchanger (Waterside Coil)

- Record Delta P across coil
- Record Delta T across coil
- Check for refrigerant leaks

## Scope of Work

Chem-Aqua will provide quarterly service to maintain and adjust treatment levels in the Ground Source Heat Pump Loop.  
Chem-Aqua will provide 5 gallons of inhibitor per year. Should systems require more product, it will be purchased as-needed.  
Nitrite will be maintained 600-1200ppm.  
Chem-Aqua will provide notice of any substantial water loss.  
Chem-Aqua will provide an electronic report for the on-site engineer and office (emailed).  
Chem-Aqua will provide limited laboratory services on an as-needed basis.  
Chem-Aqua will provide a water treatment training to the building engineers, upon request  
Chem-Aqua will provide one Nitrite Test Kit to building engineers, upon request.  
Note NO Glycol is included in this quote. Any needed glycol would be purchased as-needed.





## Pump Circulation Major Inspection Preventive Maintenance Task List ©

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### Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

### Operational Inspection

- Verify operation
- Note any abnormal vibration or noise

### Performance

- Record pump discharge pressure
- Record pump suction pressure

### Safeties

- Check for loose or burned wiring
- Check trip all trip points

### Electrical

- Check electrical contacts for wear & pitting
- Check starter contactors
- Check and tighten electrical connections

### Controls

- Check all terminations in control panels
- Exercise controls

### Lubrication

- Lubricate motor bearings
- Lubricate solid coupling
- Check pump oil level

### General Maintenance

- Check isolation valve packing
- Check isolation valves for leaks

### Drive Motors

- Check for dirt & debris around end bell
- Check motor fan
- Check all hold down bolts
- Megger, motor and record results
- Record motor amperages
- Record motor voltages

### Drive Components

- Check coupling guard security
- Check coupling alignment

### Pump

- Check packing or mechanical seals for leaks
- Repack if required
- Inspect gaskets for leaks & deterioration
- Check all hold down bolts
- Check impeller clearance

## Air Handler Built Up Major Inspection Preventive Maintenance Task List ©

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### Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment and lock out
- Document work done during inspection
- Check out with site contact

### Operational Overview

- Note current outside air temp and weather conditions
- Verify overall operation
- Check/Record supply air temperature
- Check/Record return air temperature
- Check/record system static pressure
- Note any abnormal vibration or noise

### Indoor Coils

- Note cleanliness of coil
- Record deltaP across coil
- Record deltaT across coils
- Check for refrigerant leaks
- Check condensate pan and drain
- Check for water leaks

### Controls

- Check all terminations in control panel
- Exercise controls
- Check VFD/IGV
- Check safeties and trip points
- Check ambient controls

### Economizer Section

- Check for dirt accumulation
- Check for damper actuator and linkage operation
- Check and adjust minimum position
- Check operation of pressure relief dampers

### Return Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

### Supply Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

### Exhaust Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

### Filter Section

- Note filter condition
- Change filters per schedule
- Note condition of outside air filters/screens

## MAINTENANCE & SERVICE AGREEMENT

### Contractor

**McKinstry Co. LLC**  
2306 Pacific Ave  
Tacoma, WA 98402  
Phone: 253.572.9876  
Fax: 253.272.1714  
Email: matte@mckinstry.com

### Customer

**City Of Edgewood**  
2224 104th Ave. E.  
Edgewood, WA 98372  
Phone: (253) 392-2562  
Fax:  
Email: matthew@cityofedgewood.org

Agree preventive maintenance and repair service will be provided at:

**City Of Edgewood**  
2224 104th Ave. E.  
Edgewood, WA 98372

In accordance with the enclosed specifications, the terms and conditions set forth in this agreement; and other attachments which are made a part of this agreement:

#### **Maintenance shall commence on:**

**HVAC Maintenance at an annual fee of:**

**HVAC Bldg. Controls Maintenance at an annual fee of:**

**Water Treatment Maintenance at an annual fee of:**

**Which is payable:**

Sales Tax excluded if applicable

**PRE-AUTHORIZED REPAIR LIMIT**

|             |           |
|-------------|-----------|
| 3/1/2020    |           |
| \$ 8,785.00 | Annually  |
| \$ 2,998.00 | Annually  |
| \$ 1,588.00 | Annually  |
| \$ 3,343.00 | Quarterly |
| \$ 750.00   |           |

This agreement shall continue in effect for a period of one (1) year, and from year to year thereafter, except that either party may provide written notice to the other party of an intention not to continue with thirty (30) days written notice.

Contractor agrees to provide repair service to the customers, twenty-four (24) hours per day seven (7) days per week at the contracted rates quoted by the contractor. All repair services performed shall be billed separate of the maintenance agreement and shall not be deemed a part of the preventive maintenance program. It is further agreed that the customer shall be billed for any and all components and materials required to successfully complete such repairs. McKINSTRY CO. will increase this maintenance agreement each year at renewal based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number.

#### **Predictive Maintenance**

- |                                                 |                                                   |                                               |                                       |
|-------------------------------------------------|---------------------------------------------------|-----------------------------------------------|---------------------------------------|
| <input type="checkbox"/> SPM Bearing Analysis   | <input type="checkbox"/> Computer/Laser Alignment | <input type="checkbox"/> Vibration Analysis   | <input type="checkbox"/> Oil Analysis |
| <input type="checkbox"/> Motor Circuit Analysis | <input type="checkbox"/> Eddy Current Analysis    | <input type="checkbox"/> Refrigerant Analysis | <input type="checkbox"/> Other        |

#### **Preventive Maintenance**

- |                                                    |                                                       |                                                            |
|----------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------|
| <b>HVAC</b>                                        | <b>PLUMBING</b>                                       | <b>CONTROLS</b>                                            |
| <input checked="" type="checkbox"/> Maintenance    | <input type="checkbox"/> Backflow Devices             | <input type="checkbox"/> Connection Agreement              |
| <input type="checkbox"/> Service/Repair/Replace    | <input type="checkbox"/> Jetting/Camera               | <input checked="" type="checkbox"/> Controls Maintenance   |
| <input type="checkbox"/> Water Treatment           | <input type="checkbox"/> Drain Maintenance            | <input type="checkbox"/> Remote Alarming/Monitoring        |
| <input type="checkbox"/> Chillers/Centrifugal      | <input type="checkbox"/> Boilers                      | <input type="checkbox"/> Other                             |
| <b>FACILITY SERVICES</b>                           | <b>FIRE</b>                                           | <b>OTHER SERVICES</b>                                      |
| <input type="checkbox"/> Service Desk              | <input type="checkbox"/> Sprinkler Confidence Testing | <input checked="" type="checkbox"/> Compressed Air Systems |
| <input type="checkbox"/> Info Center               | <input type="checkbox"/> Fire Alarm Testing           | <input type="checkbox"/> Vacuum-Pumps                      |
| <input type="checkbox"/> Facility Mgr./Coordinator | <input type="checkbox"/> Fire Alarm Monitoring        | <input type="checkbox"/> Hood-Cleaning                     |
| <input type="checkbox"/> Other                     | <input type="checkbox"/> Fire Extinguishers           | <input checked="" type="checkbox"/> Water Treatment        |

**This agreement is accepted by:**  
**McKinstry Co. LLC:**

**City Of Edgewood**

**Signature (Authorized Representative)**

**Name (Authorized Representative)**

Matt Earnhardt

**Name**

Senior Account Executive

**Title**

02/04/20

**Date**

**Signature (Authorized Representative)**

**Name**

**Title**

**Date**



# Scope Clarifications

## CUSTOMER OBLIGATIONS

The customer shall be responsible for and agrees to: a) properly operate the equipment in accordance with the applicable recommended procedures and operating manuals; b) ensure that qualified personnel are provided for such operation; c) promptly report unusual equipment operating conditions or operations; d) furnish to McKinstry clean and secure access to all equipment to be serviced; and e) provide professional cooling tower water treatment as needed.

## EXISTING EQUIPMENT

All work within the Scope of Coverage assumes that the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonable start-up, unless otherwise agreed to in writing, repair charges will be submitted for approval. McKinstry shall not be liable for failure to discover conditions necessitating further repair or replacements nor shall any inspections be construed as an approval or guarantee of the system or equipment. For necessary repairs that are not approved, the non-maintainable items will be suspended from the Scope of Coverage. McKinstry reserves the right to charge an inspection fee if the repairs are not authorized.

Any work not specifically included in the repair submittal is specifically excluded. McKinstry will not be required to make safety test or install new attachments, additional controls, or equipment directed by insurance companies or other authority that are outside of the proposed repair. Those would be additional services if required, and must be agreed to in writing.

## SERVICE AVAILABILITY

Unless otherwise agreed to, McKinstry agrees to provide service availability during normal business hours, i.e., 7:00 AM to 4:30 PM, Monday through Friday, holidays excepted, and service at other than normal business hours, if contracted for, at the hourly rate and terms, including vehicle charges or special assessments, then in effect McKinstry.

If any emergency service call is made at Customer's request and inspection does not reveal any defect for which McKinstry is responsible, Customer will be liable for regular charges prevailing for such service. Customer acknowledges that there is a minimum charge of one (1) hour.

McKinstry shall have full and free access to the equipment to provide service. If persons other than representatives of McKinstry perform maintenance or repair of a unit of equipment, and as a result further repair by McKinstry is required, such repairs will be made at McKinstry's applicable time and material rates and terms then in effect.

## EXCLUSIONS

Maintenance Service does not include: (a) water supply and drain beyond the subject equipment; (b) equipment housing, casing or enclosure; (c) electrical service beyond the equipment disconnect switch, or service requirements due to power failure; (d) damage caused by freezing; (e) work required by government codes, building and union regulations; (f) repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or other than ordinary use; (g) repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment; (h) emergency calls resulting from system design problems; (i) non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, and boiler vessels. Plumbing services and energy management and emergency calls resulting from energy management activities will only be included if specifically noted and agreed to within the Scope of Services.

## HAZARDOUS MATERIALS

Customer acknowledges that McKinstry's obligation under this service agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, McKinstry's sole obligation will be to notify the Customer of their existence. McKinstry shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.



# Service Warranty

## OUR WARRANTY TO THE CUSTOMER:

McKinstry warrants to use the industry standard knowledge, efforts, skill and judgement generally applicable within the area to inspect and service the equipment listed in the Scope of Coverage in accordance with the schedule and task list of the Service Agreement. This warranty will be in effect for a period of thirty (30) days from the completion of any service. McKinstry will carry out these obligations with reasonable promptness in a workmanlike manner and strives to assure reliable equipment operation consistent with the capabilities of the equipment itself. Any warranty of goods or materials, including consumable products, shall only be that of the manufacturer, if any. Except as expressly set forth above, McKinstry is providing the services and deliverables "as is" and "with all faults" and without any warranties or representations. McKinstry hereby disclaims all implied warranties, including any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty of non-infringement.

## ISSUES NOT COVERED BY THIS WARRANTY:

This warranty shall not apply to equipment which (a) have been opened, disassembled, repaired, or altered by anyone other than McKinstry or its authorized representatives; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or started up in a manner contrary to the manufacturer's instructions, or (d) have been exposed to contaminants, or corrosive agents, chemicals, or minerals, or (e) have not been fully paid for by Owner. This warranty shall not apply to consumable and/or expendable items, including filters, refrigerants, fluids, and/or lubricants.

## LIMITS OF LIABILITY

In no case shall McKinstry, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages arising from the use of McKinstry's Service or for any other claim related in any way to McKinstry's work, even if advised of their possibility. Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be for McKinstry to promptly re-perform any services at McKinstry's expense or refund to Customer the fees incurred by McKinstry for that Statement of Work that gave rise to the liability. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

## HOW TO OBTAIN SERVICE UNDER THIS WARRANTY:

To obtain services under this warranty, the Customer must file a claim with their assigned McKinstry Account Executive within 30 days of discovery of the defect.





# Service Contacts

McKinstry is staffed to respond to your service requests 24-hours a day, 365 days per year. Our goal is to meet and exceed your expectations in everything we do.

**To assure the quickest and best response from our Service Team, please direct all service requests and service technician scheduling issues to our Dispatch Team or Account Manager.**

**Listed below are your service contacts. These contacts are available during standard business hours of 7:00 AM to 4:30 PM. For after hours emergency service, please contact McKinstry Dispatch at (206) 762 5900**

## DISPATCH TEAM

*HVAC and Plumbing*

Dispatch

(206) 762-5900

dispatch1@mckinstry.com

## BILLING TEAM

*Service Billing*

Billing Desk

(206) 832-8328

billing@mckinstry.com

## ACCOUNT MANAGEMENT

Your Account Manager is responsible for maintaining personal contact with you and assuring that McKinstry Service meets and exceeds your expectations. They will serve as your liaison with all other departments within McKinstry and are responsible for aligning you with any McKinstry resources you need to help you take care of your facility. Your account manager will be assigned to you after a contract is in place.

## OUR MESSAGE

McKinstry has been a Pacific Northwest leader in comprehensive building systems maintenance and repair services since 1975. We recognize that for many of our clients, one of the key challenges is finding a trusted maintenance services partner to help them preserve and operate their building's systems. We understand the importance of scheduled preventative maintenance on systems to increase the life of the equipment and ensure efficient operation.

Our service and facilities group strives to compete every day to fully maintain and enhance your built environment. McKinstry's mobile service technicians can provide a wide variety of preventive, predictive, proactive, and corrective maintenance services on systems including mechanical, plumbing, electrical, building automation, fire protection, and refrigeration. Their diverse experience proves invaluable to the lifespan of your equipment and in the resolution of issues your building may experience. We continue to be constantly innovative and push the boundaries of excellence and we will work tirelessly to help your site be energy efficient, productive, and comfortable.

## DEPARTMENT MANAGERS

Mike Porter  
*Vice President Facility Solutions*

Jennifer Koch  
*Operations Director*



# Obtaining Service

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McKinstry Service has a large fleet of vehicles with licensed, union trained technicians available to respond to your needs. Each on-call technician is permanently assigned with the needed technology and smart-phone to enable quick response to emergency situations.

## TACOMA EMERGENCY RESPONSE

**REGULAR SERVICE CALLS :** (253) 572-9876 the switchboard will direct your call (Normal working hours are Monday - Friday, 7:00 AM - 4:30 PM).

**EMERGENCY SERVICE AFTER HOURS :** (253) 572-9876 (You will be connected to our after-hours operator.)

The appropriate technician will be notified and your call will be returned within 15 minutes.

For non-emergency or next business day service messages (after-hours), call (253) 572-9876 and you will be transferred to our after-hours operator. Your call will be returned the next normal business morning.





# UA STAR Certified Technicians

## RIGOROUSLY TRAINED; HIGHLY QUALIFIED

It's your guarantee that you're getting the best-trained heating, cooling, plumbing & fitting service technicians available in the industry. The United Association S.T.A.R. Certification means these technicians have completed a stringent 5 year training program and have passed the UA S.T.A.R. Certification exam, giving them service journeyman status and over 30 hours of college credit toward an Associates Degree in HVACR or Construction Supervision. The UA S.T.A.R. Program was developed jointly by the UA and Ferris State University, one of the most highly acclaimed providers of education programs in the mechanical industry. Technicians are tested by an independent testing corporation NITC

### *Tested for expertise in:*

|                    |                   |                  |
|--------------------|-------------------|------------------|
| Mechanical Systems | Steam System      | Safety           |
| Electrical Systems | Plumbing          | Mathematics      |
| Controls           | Ventilation       | Customer Service |
| Air Conditioning   | Piping            | Refrigeration    |
| Heating            | Lifting Equipment |                  |

These technicians work more efficiency, work safer and work smarter. Your job gets completed on time and you save money because the work is done efficiently. And you have the peace of mind of knowing it's done right!



# Service Customer Commitments

## VALUE

McKinstry will actively work toward reducing your operational costs by focusing on your system holistically as opposed to just considering individual pieces of equipment. We will keep you involved in the process and always use resources, methods and materials that provide the best long term value to your needs.

## SATISFACTION

McKinstry will resolve issues to your satisfaction. We will strive to continually improve our level of service by actively measuring customer satisfaction and acting on the recommendations from our customers.

## COMMUNICATION

McKinstry will patiently listen to our clients and then provide timely, respectful and comprehensive communication to them. We will notify our customers prior to arriving on site, checking in with the appropriate site contact, documenting our findings in writing, providing solutions on site whenever possible and checking out with the appropriate site contact. We will keep our clients involved in the process. We will do what we say and say what we do.

## SAFETY

McKinstry will provide a culture of safety first and perform all work in a professional manner that puts the safety of our team and our client's team first and foremost. We will always leave your facility cleaner and safer than we found it.

## PEOPLE

McKinstry will hire, train and retain the most qualified, committed and professional office staff and field technicians in the facility service industry. We will empower our people to take ownership, responsibility and accountability by providing them with them with the appropriate resources, training and coaching.

## INTEGRITY

McKinstry will be honest, ethical, fair and equitable in all business dealings with our clients, suppliers and employees.



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>Discussion - Ordinance - Traffic Impact Fees                                                                                                                                                                                                                                                                                                                                                                                              | <b>Agenda Item #:</b> 2.E                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>For Agenda of:</b> 12/21/2021                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Prepared by:</b> Jeremy Metzler                                                                                                       |
| <b>Attachments (list):</b> <ol style="list-style-type: none"> <li>1. 1 - DRAFT 2021 TIF Program (October 2021)</li> <li>2. 2 - Edgewood TIF Project List - JWM 2021-10-18</li> <li>3. 3 - 11-18-2021 TIF Memo</li> <li>4. 4a - Edgewood DRAFT TIF Schedule (Dec 2021 - Scenario 1)</li> <li>5. 4b - Edgewood DRAFT TIF Schedule (Dec 2021 - Scenario 2)</li> <li>6. 5 - UPDATED Forecasting Scenarios</li> <li>7. 6 - DRAFT ORDINANCE NO. 21-0xxx</li> </ol> |                                                                                                                                          |
| <b>Approval of Materials:</b><br>Jeremy Metzler<br>Rachel Pitzel      12/21/2021<br>Dave Gray        12/21/2021<br>Daryl Eidinger    12/21/2021                                                                                                                                                                                                                                                                                                              | <b>Expenditure Required:</b><br>N/A<br><b>Amount Budgeted:</b><br>N/A<br><b>Timeline:</b><br>12/21/2021 SS<br>12/28/2021 RCM (tentative) |

### Summary Statement:

Pursuant to Chapter 82.02 RCW, the City of Edgewood has adopted a Traffic Impact Fee (TIF) program. As currently codified, TIF's are established and regulated under Edgewood Municipal Code (EMC) Chapter 4.30, and Council passed Ordinance 21-0608 on July 27, 2021, allowing the Council to update the TIF program and fee by ordinance (without the need to amend the EMC). Having been five years since the last review, the City's on-call transportation engineer, Transpo Group, was tasked with updating the Traffic Impact Fee Program underlying Chapter 4.30 EMC, in order to more closely align the impact fee with the City's adopted Capital Improvement Plan, Transportation Improvement Plan, and Capital Facilities element of the Comprehensive Plan.

Attached is the draft program update and fee recommendation for Council's consideration. A public hearing was held at the October 26, 2021 regular meeting, where several public comments on the proposed changes to the Traffic Impact Fee program and associated fee were received. In response to public comment and further conversation with Council at the November 2, 2021 study session, staff requested the attached memo from Transpo (dated November 18, 2021), which was presented to Council at the November 30, 2021 study session.

Following discussion at the November 30, 2021 study session, Staff has prepared the attached "DRAFT TIF Schedule" sheets (two for each scenario, see below) and "UPDATED Forecasting Scenarios" spreadsheet, demonstrating the following two scenarios for Council's consideration:

- 1) Increase TIF to \$6,000 in 2022, \$7,500 in 2023, then increase annually thereafter based on an index, or

2) Increase TIF to \$6,500 in 2022, \$8,500 in 2023, then increase annually thereafter based on an index. For the index, rather than using the Consumer Price Index (CPI), staff recommends using the Engineering News Record (ENR) Seattle Area Construction Cost Index (CCI) since this more accurately reflects the increases in capital project costs, and a new section has been added to the draft ordinance reflecting this. Finally, as mentioned on November 30, this ordinance's effective date is up to Council's discretion. Staff seeks Council's direction on how they wish to proceed with this matter, and is prepared to bring forward the attached draft ordinance for potential action at next week's regular meeting.

**Item History:**

10/19/2021 SS

10/26/2021 RCM PH

11/02/2021 SS

11/30/2021 SS

**Recommended Action:**

Hold a discussion and provide staff guidance regarding Discussion - Ordinance - Traffic Impact Fees

**Fiscal Note/Consideration:**

State law allows for cities to collect impact fees from developers, based on the impacts to the city's transportation system directly attributed to increased roadway trips from new development. Impact fees can only be used to fund the projects listed in the current TIF program. As presented in the report, Transpo Group has identified that the City could charge up to a maximum of \$10,317 per peak hour trip, which represents a 134% increase over the current fee that is set at \$4,413. The increase in the maximum fee reflects a combination of increased project costs, or modifications to the general scope and eligibility of each project.

The \$10,317 impact fee rate represents the maximum that can be charged, but a lower number can be, and often is, selected by jurisdictions. Some of the policy considerations by Council in determining the appropriate fee could include the following:

- Trade-off of new growth versus existing taxpayers funding infrastructure capacity
- Impacts of fees on new development in the permitting pipeline
- Competitiveness with surrounding jurisdictions
- Potential impacts on housing affordability

# CITY OF EDGEWOOD TRANSPORTATION IMPACT FEE PROGRAM REPORT

Prepared for:  
City of Edgewood

October 2021

**DRAFT**

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## Appendix

Appendix A: TIF Schedule

## Introduction

Edgewood, like many local government agencies in Washington State, has implemented transportation impact fees (TIF) to help fund improvements to its transportation system. The Growth Management Act (GMA) allows agencies to develop and implement a TIF program to help fund some of the costs of transportation facilities needed to accommodate growth. State law (Chapter 82.02 RCW) requires that TIFs are:

- Related to improvements serving new developments and not existing deficiencies;
- Assessed proportional to the impacts of new developments;
- Allocated for improvements that reasonably benefit new development; and
- Spent on facilities identified in the Capital Facilities Plan

The City first implemented and adopted a TIF program in 2007 (Ordinance No. 07-0282). The program is defined in Title 4.30 of the Edgewood Municipal Code. In 2015, the City updated its Comprehensive Plan to plan and support the growth expected to occur between 2015 and 2035. The TIF program was updated in 2016 to be consistent with the Comprehensive Plan. The analysis from the adopted Comprehensive Plan continues to form the basis for the 2021 TIF program update.

The TIF program builds from the long-term transportation project list contained in the Transportation and Capital Facilities Elements of the Comprehensive Plan. The project list was originally prepared by utilizing the City's travel demand model to evaluate future transportation system needs. The travel demand model is a tool for forecasting traffic volumes based on the projected growth in housing and employment identified in the Land Use Element. The travel demand model was utilized to provide the technical basis for the TIF program. The scope and cost of transportation projects has been updated and refined since adoption of the Comprehensive Plan to reflect further design elements, increased costs, or modifications to the general scope of the project.

This report documents the 2021 update of the City of Edgewood's TIF program. The report also highlights what transportation impact fees are and how they relate to other development regulations. An overview of the TIF program is provided to summarize how the program was set-up and how the fees were established. It also highlights how the program will be implemented by Edgewood.

## What are Transportation Impact Fees?

Transportation impact fees are allowed under the GMA to help fund growth-related capital facility improvements to public streets and roads. Impact fees are also allowed under GMA to fund other public capital facilities such as parks, open space, recreation facilities, schools, and fire protection. The following summarizes the GMA definition of an impact fee:

*"Impact fee" means a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. (source: RCW 82.02.090[3])*

Impact fees are an optional element under GMA; agencies are not required to implement them. They are used to help mitigate some of the transportation impacts due to new development or redevelopment.



TIFs cannot be the only funding for the growth-related transportation improvement projects. The project cost allocations must account for other public funding which would be generated by development in forms of taxes or user fees.

Transportation impact fees help mitigate development impacts for system wide traffic impacts. The following summarizes the key points:

- Supports “growth pays for growth” principal
- Funds must be spent on roadway improvement projects that are designed to serve new growth and not fix existing deficiencies
- Funds must be spent on improvements that generally benefit the developments paying the fee
- Impact fee projects are to address “system” improvements, not “project” improvements
- Must be generally proportional to impacts of development
- Helps provide funding for the agency’s six-year Capital Improvement Program
- Funds assessed for several improvement needs can be “pooled” to address agency’s priority projects

## How do Transportation Impact Fees Relate to Other Development Regulations?

As noted above, TIFs are an optional element allowed under GMA. They are used to help mitigate some of a development’s potential transportation impacts. TIFs are used in conjunction with three other development review regulations as shown in Figure 1:

- Frontage Improvements/Development Regulations
- State Environmental Policy Act (SEPA)
- Transportation Concurrency



**Figure 1.** Elements of the Development Review Process

These other requirements basically cover transportation impacts directly resulting from development. They do not specifically address the long-term transportation system needs resulting from forecast growth. While transportation impact fees can change how agencies apply some of these other regulations, the other requirements do not go away with adoption of a TIF. The following summarizes the basic roles of the other transportation review and mitigation programs.

### ***Development Regulations/Frontage Improvements***

When properties are subdivided or otherwise developed, the permitting agency can require transportation and other improvements needed to promote the public health, safety, and general welfare (RCW 58.17). Frontage improvements and site development regulations help ensure that the City's road standards are met and that ultimately, new development is served by transportation facilities in a safe and efficient manner. Developers can be required to construct the site's frontage and on-site roadways based on the City's Road Standards (EMC 12.05). Frontage improvements apply to both vehicular and active transportation facilities. Key elements related to addressing impacts to the transportation system include:

- Addresses on-site impacts and access onto public rights-of-way
- Helps to ensure that new development is served by adequate roadways
- Developer can be responsible for frontage along public and private roads
- Can be used to address potential vehicular, transit, and active transportation needs serving the development

### ***State Environmental Policy Act (SEPA)***

Washington's State Environmental Policy Act (SEPA), adopted in 1971 (RCW 43.21C), directs State and local decision-makers to consider the environmental consequences of their actions. "SEPA gives agencies the tools to both consider and mitigate for environmental impacts of proposals." (*Washington State Department of Ecology, SEPA Handbook, 2003*) Implementing regulations, in the form of the SEPA Rules (WAC 197-11) establish uniform requirements for agencies to use in evaluating the potential environmental impacts of a proposal. The process also allows review of possible project alternatives or mitigation measures that will reduce the environmental impacts of a project. For transportation, SEPA is typically used to review impacts within the immediate and nearby vicinity, such as vehicular access points, and operations and safety at nearby intersections or roadways. Depending on the potential for impacts, SEPA review can extend beyond the immediate vicinity of the development based on an assessment of the impacts of the proposed development. SEPA uses the "significant adverse environmental impact" standard as the threshold for triggering mitigation. The intention of SEPA, as applied for transportation, is to mitigate a development's significant adverse impact on the transportation system in terms of capacity, operations, and safety, including access, circulation, pedestrian connections and safety, bicycle system needs, and transit facilities and services.

The following summarizes key items of SEPA in the review of specific development projects:

- Uses "significant adverse impact" standard (not just level of service)
- Broad scope can be used to address impacts on capacity, safety, operations, non-motorized travel, and transit
- Typically reviewed on a development by development basis, or as part of a Planned Action Ordinance
- Can be used to mitigate both on- and off-site impacts
- Mitigation can be in the form of constructing improvements or payment of proportionate share of improvement costs
- Pooling of mitigation funds from one impact location to another location is generally not allowed



- Does not require denial of developments if standards are not met

## *Concurrency*

The GMA requires that infrastructure improvements or strategies to accommodate development be available when the impacts of development occur. For transportation facilities, concurrency is defined in the GMA and the Washington Administrative Code (WAC) to mean that any needed transportation improvements or programs be in place at the time of development or that a financial commitment exists to complete the improvements or strategies within six years. Local governments have flexibility regarding how to set level of service standards and how to apply transportation concurrency within their plans, regulations, and permit systems.

As part of the requirement to develop a comprehensive plan, jurisdictions are required to establish level-of-service standards for arterials, transit service, and other facilities, such as water and sewer. Once a jurisdiction adopts a standard, it is used to determine whether the impacts of a proposed development can be accommodated with the existing transportation system. If a “development causes the level of service on a locally owned transportation facility to decline below the standards adopted in its transportation element”, jurisdictions are required to prohibit development approval unless transportation improvements or strategies to accommodate the impacts of development are made **concurrent** with the development. Transportation is the only area of concurrency that specifies denial of development if the standards are not met within six years. The Growth Management Hearings Boards reiterated the role of a concurrency program, finding that “the concept of concurrency is not an end in of itself but a foundation for local governments to achieve the coordinated, consistent, sustainable growth called for by the Act” (source: *Puget Sound Regional Council, Assessing the Effectiveness of Concurrency, 2002*).

Concurrency provides a link between land use, transportation, and public investments. The following identifies key requirements for concurrency programs.

- Compliance with the GMA
- Local governments have flexibility in applying concurrency
- Measured with level of service standards as defined by the City’s Comprehensive Plan
- Addresses system wide impacts
- Developments shall not be approved if development causes the level of service to decline below identified standards and the standards cannot be met within six years.

## Development of the City of Edgewood's Transportation Impact Fee Program

The updated Transportation Impact Fee program for the City of Edgewood is based on technical analyses and policy direction as part of the adopted Transportation Element of the City's Comprehensive Plan, which was last updated in 2015. The 2021 update to the TIF focused on updating project cost estimates and reviewing project scope and project eligibility criteria more closely. Material and labor costs have increased significantly since the TIF program was last updated in 2016.

Key elements of the program are presented in this section, including:

- What improvement projects and costs are included?
- What share of the TIF Costs are allocated to growth in Edgewood?
- What is the service area for the TIF Program?
- What are the resulting impact fee rates and schedules?
- How are TIF rates determined for uses not specifically included in the rate schedule?
- How are the transportation impact fees collected and spent?
- Are any developments exempt from the fees?
- How will the impact fees be kept up to date?

### What Improvement Projects and Costs are Included?

As noted above, the GMA specifies that Transportation Impact Fees shall only be used for system improvements that are reasonably related to new development. As defined by GMA (RCW 82.02.090), *"system improvements mean public facilities that are included in the capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements."*

The City's Transportation Element includes a list of transportation projects needed to address existing and forecast capacity, operations, and safety needs through 2035. The plan builds upon the City's policies, standards, and overall transportation funding strategy. The plan also reflects state and regional plans and programs, including planned improvements to the state highway system.

The project list was reviewed to confirm improvements that were needed to serve growth (and therefore, TIF eligible) and those that were not TIF-eligible. Table 1 and Figure 2 show the transportation improvements from the 2015 Transportation Element that were identified as being growth-related system improvements. The projects listed represent a majority of the improvement projects in the Transportation Element.

The initial task of 2021 TIF update was a review of the projects included in the 2015 Transportation Element and included an assessment of potential additional projects for inclusion in the TIF.

Projects identified as TIF eligible were reviewed to determine what portion of the project costs could be included. The review addressed existing and forecast traffic volumes and levels of service. The primary focus of the technical analysis was to determine if the improvement were adding capacity to the transportation system that was needed to serve growth. The evaluation also assessed each improvement in resolving existing deficiencies - which cannot be covered by impact fees.

The TIF program includes a portion of the City's proposed plan to construct a parallel road network on both the east and west sides of Meridian Avenue. The parallel network was identified to support local property access, neighborhood circulation, and provide capacity for north-south travel in lieu of additional widening of Meridian Avenue. These roadways will help serve the forecasted growth in the City which is planned for in the Town Center and the rest of the Meridian Avenue corridor.

The City's travel demand model provided the basis for assessing roadway operations for the Meridian Parallel Road System. The travel forecasts and resulting volume-to-capacity (v/c) ratios were used to identify which of the parallel roads system and connecting roads should be considered for inclusion in the TIF program.

## **What are the Total TIF Program Project Costs?**

Table 1 summarizes the improvements projects and costs included in the 2021 TIF program. The project locations are shown on Figure 2. A project identification number was assigned to support discussion of the TIF program. The project identifiers do not represent the City's priorities or project references used in the Capital Improvement Program.

As shown on Table 1, the total cost of projects included in the TIF program is approximately \$105.8 million (2021 dollars). After applying the adjustments for existing deficiencies and capacity to serve external growth, the TIF related portion of the costs is reduced to \$40.7 million. This represents approximately 38 percent of the total project costs included in the TIF analysis.

## **What is the Service Area for the TIF Program?**

GMA requires an agency implementing impact fees to establish one or more service areas (RCW 82.02.060) for assessing the fees. In updating its impact fee program in 2012, the City evaluated various service area concepts. Based on that review, a single, citywide service area for its Transportation Impact Fee program has been maintained.

## **What Share of the TIF Costs Are Allocated to Growth in Edgewood**

Increases in traffic in Edgewood will come from growth within the City as well as increased travel from outside of the City. Without specific Interlocal Agreements, the City can only apply its TIF to growth within its boundaries. The TIF share for growth in the City is based on the proportional share of the growth share of the forecast travel demands on the City roadways.

The travel demand model was adjusted to separate out the growth-related travel demands from the existing travel demands. The growth travel demands were then divided into City generated travel and non-City generated growth travel demands. Growth trips that had an origin or destination within the City were counted, as well as trips that occurred only within the city (internal trips). This resulted in a growth of approximately 3,922 vehicle trips during the PM peak hour.

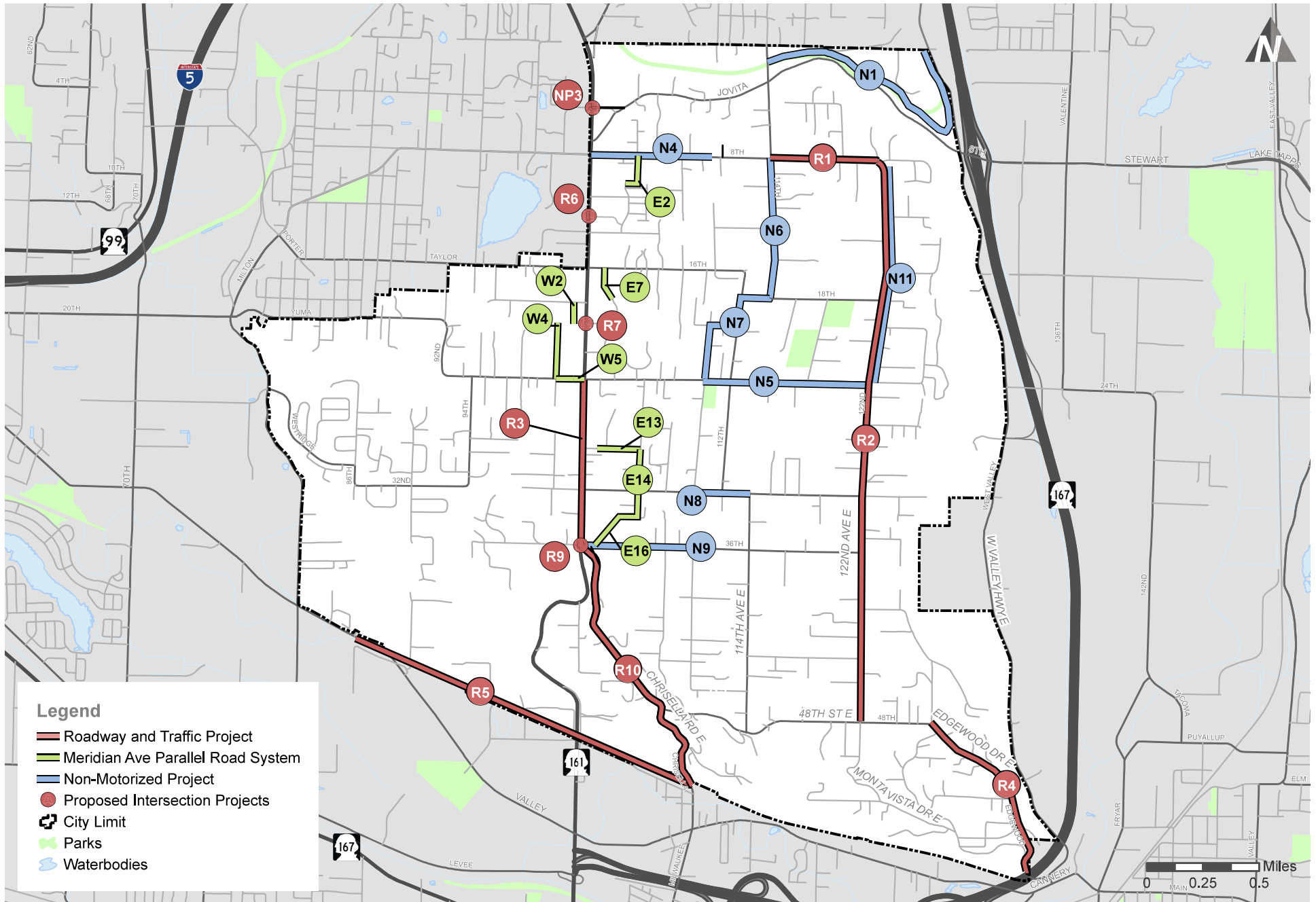
**Table 1. Transportation Impact Fee Program Project Costs**

| Project ID | Project Name                                            | Project Limits                 | Total Cost Estimate | Impact Fee Share Cost |
|------------|---------------------------------------------------------|--------------------------------|---------------------|-----------------------|
| R-1        | 8th Street E Safety Improvements (Multi-modal Loop)     | 114th Ave E to 122nd Ave E     | \$3,020,000         | \$604,000             |
| R-2        | 122nd Avenue E Safety Improvements                      | 8th St E to 48th St E          | \$7,190,000         | \$1,438,000           |
| R-3        | Meridian Avenue Safety Improvements                     | 36th St E to 24th St E         | \$18,040,000        | \$10,824,000          |
| R-4        | Edgewood Drive Safety Improvements                      | 48th St E to Sumner Heights Dr | \$10,535,000        | \$4,214,000           |
| R-5        | Railroad Frontage Road                                  | 86th Ave E to Chrisella Rd     | \$16,890,000        | \$3,378,000           |
| R-6        | Meridian Avenue / 12th Street E                         | Intersection                   | \$2,400,000         | \$1,440,000           |
| R-7        | Meridian Avenue / 20th Street E                         | Intersection                   | \$2,400,000         | \$1,440,000           |
| R-9        | Meridian Avenue / 36th Street E                         | Intersection                   | \$5,600,000         | \$2,240,000           |
| R-10       | Chrisella Rd E Safety Improvements                      | 36th St E to City limits       | \$6,420,000         | \$2,568,000           |
| NP-3       | Intersection Improvements at Emerald Street             | Emerald St & Meridian Ave      | \$325,000           | \$325,000             |
| NP-4       | Mid-block Pedestrian Crossing Improvements              | Emerald St to 36th St          | \$400,000           | \$80,000              |
| MCE-2      | 104th Avenue E                                          | 8th St E to 10th St E          | \$2,550,000         | \$1,530,000           |
| MCE-7      | 104th Avenue E                                          | 16th St E to 18th St E         | \$1,660,000         | \$996,000             |
| MCE-13     | 29th Street E                                           | 103rd Ave Ct E to 106th Ave E  | \$1,910,000         | \$764,000             |
| MCE-14     | 106th Avenue E                                          | 29th St E to 32nd St E         | \$2,730,000         | \$1,638,000           |
| MCE-16     | 103rd Avenue E / 106th Avenue E                         | 32nd St E to 36th St E         | \$3,100,000         | \$1,860,000           |
| MCW-2      | 101st Avenue E                                          | 18th St E to 20th St E         | \$1,150,000         | \$690,000             |
| MCW-4      | 20th Street E/100th Avenue E/24th Street E              | 20th St E to 24th St E         | \$2,380,000         | \$952,000             |
| MCW-5      | 24th Street E                                           | 101st Ave E to Meridian Ave    | \$722,000           | \$144,000             |
| S-1        | Meridian Avenue E Preliminary Design                    | 24th St E to 36th St E         | \$455,000           | \$364,000             |
| S-3        | Interurban Trail Phase III Connection Feasibility Study | 114th Ave E to West Valley Hwy | \$100,000           | \$20,000              |



**Transportation Impact Fee Program Project Costs (continued)**

|                                                       |                                                                      |                                |                      |                     |
|-------------------------------------------------------|----------------------------------------------------------------------|--------------------------------|----------------------|---------------------|
| N-1                                                   | Interurban Trail Phase III                                           | 114th Ave E to West Valley Hwy | \$5,010,000          | \$1,002,000         |
| N-4                                                   | 8th Street E Walkway Extension                                       | Meridian Ave to 110th Ave E    | \$1,860,000          | \$372,000           |
| N-5                                                   | 24th Street E Walkway Extension (Multi-modal Loop)                   | 110th Ave E to 122nd Ave E     | \$1,960,000          | \$392,000           |
| N-6                                                   | 114th Ave E Walkway                                                  | 8th St E to 18th St E          | \$1,700,000          | \$340,000           |
| N-7                                                   | 110th Avenue E; 20th Street E; 112th Avenue E; 18th Avenue E Walkway | 24th E to 114th Ave E          | \$1,700,000          | \$340,000           |
| N-8                                                   | 32nd St E Walkway                                                    | 110th Ave E to 114th Ave E     | \$1,020,000          | \$204,000           |
| N-9                                                   | 36th St E Walkway Extension                                          | Meridian Ave E to 110th Ave E  | \$735,100            | \$147,020           |
| N-11                                                  | 122nd Ave E Walkway                                                  | 8th St E to 24th St E          | \$1,850,000          | \$370,000           |
| <b>TOTAL Project Costs (only projects in the TIF)</b> |                                                                      |                                | <b>\$105,812,100</b> | <b>\$40,676,420</b> |



## What are the Resulting Transportation Impact Fees and Rates?

The City share of the impact fee program project costs were converted to a base cost per new PM peak hour trip. The base cost per new PM peak hour trip was then used to develop the TIF rate schedule for a wide range of land uses. The rate schedule takes into account the relative net new trip generation of the various land uses.

### *Base Transportation Impact Fee Rate*

Based on the existing and forecast land uses used in developing the travel demand model, growth in the City will generate 3,922 additional PM peak hour trips ends (either origins or destinations). To calculate a base transportation impact fee rate, the City growth share of the TIF project costs for the citywide service area were divided by the increase in trip ends forecast within the City. As shown in Table 2, this results in a base TIF rate of \$10,317 per new PM peak hour trip end for the citywide service area.

**Table 2. Calculating the Citywide Base Transportation Impact Fee Rate**

|                                                |              |
|------------------------------------------------|--------------|
| A. Growth Share of TIF Cost <sup>1</sup>       | \$40,676,420 |
| B. Growth in Trip Ends <sup>1</sup>            | 3,922        |
| C. Base TIF Rate for Service Area <sup>2</sup> | \$10,317     |

1. Based on model analysis of growth in travel based on land use assumptions.

2. Values in line A divided by values in line B, rounded to nearest dollar.

### *Development of the TIF Rate Schedules*

The base transportation impact fee rate per new PM peak hour trip end is converted to a schedule of fees by land use category. This makes it simpler for staff and applicants to calculate the TIF for a specific development project. *Trip Generation*, Institute of Transportation Engineers (ITE), 10th Edition, 2017 provides data on the average PM peak hour trips generated for a wide range of land uses. The weekday PM peak hour trip rate is used because it is consistent with the modeling analysis of growth trips and was the basis for defining the improvement projects. The ITE rates are based on studies from around the United States using standardized sampling and reporting methods. The trip rates are defined based on units of development. Typically, trip rates for residential land uses are based on the number of dwelling units. Trip rates for employment land uses can be reported for several different variables, with the most typical being trips per 1,000 square feet of building area.

The base trip rates are adjusted to reflect the impacts of “new” trips, consistent with methodologies identified in *Trip Generation*.

### *Pass-by Trip Adjustment*

The base PM peak hour trip rate reported by *Trip Generation* reflects the number of trips entering and exiting the site access driveways or roadways during the weekday afternoon time period. *Trip Generation* notes that for some retail and other commercial land uses, not all of the driveway trips are “new” to the road system, but are “pass-by” trips. Pass-by trips reflect traffic that would otherwise be traveling on the adjacent street system but makes an intermediate stop at the new development. A person making a trip between work and home but stops at a gas station along the route is an example of a pass-by trip. The inbound and outbound trips at the gas station would not be new trips to the system and should not be

charged in the TIF. Therefore, the rate schedule applies an adjustment to account for the reduction of traffic impacts to account for pass-by trips.

*Trip Generation* provides guidance on adjustments for pass-by trips. In addition to using ITE data, data on pass-by trip rates applied in TIF programs by other agencies were reviewed in developing the proposed adjustment for Edgewood. The base trip generation rate for residential and many other land use categories are not affected by pass-by trips and therefore, the full base trip rate is applied in the rate schedule.

### ***TIF Rate Schedules***

A revised transportation impact fee schedule was prepared for the citywide service area for a wide range of typical land uses. The rate schedule was calculated as follows:

***Transportation Impact Fee Rate per Unit = Base Cost per New PM Peak Hour Trip x  
Base Trip Generation Rate per Unit of Development x Pass-by Trip Adjustment Factor***

Appendix A includes the resulting rate schedule. The base trip rate and adjustments for pass-by trips are incorporated in the rate schedules. The impact fee assessed for a specific development would simply be calculated by multiplying the number of units by the rate per unit for the corresponding district.

***Total Transportation Impact Fee = Number of Units x Transportation Impact Fee per Unit***

## **How are TIF Rates Determined for Uses Not Specifically Included in the Rate Schedule?**

The impact fee rate schedule included in Appendix A includes impact fee rates for a wide range of typical land uses. There will, however, be development applications for land uses not included in the rate schedule. GMA requires that the TIF ordinance allow applicants to submit their own independent studies to reflect unique characteristics that may not be accurately reflected by the average trip rates reported in *Trip Generation*.

For applications where the land use category is not included in the rate schedule, the Public Works Director (or designee), would review the schedule and base the rate on the most comparable type of land use in the schedule. The Public Works Director could review definitions in *Trip Generation* or other available studies. The Public Works Director would consider the type of activity, size of development, and other information provided by the applicant in selecting the comparable land use for use in establishing the fee. Such additional information may include the hours of operations; number of employees, staff, or visitors; parking requirements; potential market area; and proximity to other land uses. The Public Works Director should document the rationale for selecting a comparable land use in order to provide background for the project file.

If the Public Works Director determines that none of the categories in the rate schedule provides a suitable comparable land use, the Public Works Director could then request the applicant provide an independent fee calculation. An applicant can also choose to submit their own independent fee study for their development if they believe that the characteristics of their project are not accurately reflected by the rate schedule for one or more land uses. The independent fee calculation would provide data and/or analyses on trip generation characteristics including trip rates, mode share, Public Works Director may accept the calculation and impose the fee based on the independent fee analysis. If the Public Works Director does not accept the independent fee calculation, the applicant can appeal the decision to the hearing examiner consistent with City code.



## How are the Transportation Impact Fees Collected and Spent?

The City of Edgewood requires that transportation impact fees be paid prior to the issuance a building permit. If a building permit is not required, the fees would be payable at the time of issuance of an applicable construction permit. The required fees would be those in effect at that time. Under GMA, the City is required to maintain a separate account in its accounting processes for the collected impact fees. The City will use the account to track collection of the TIF and where the funds are spent. The City would encumber the fees as part of its annual budgeting process to assure the funds are properly spent. Collected fees must be encumbered or spent within 10 years of receipt, unless an extraordinary reason is identified in written findings by the City Council. (The requirement to encumber or spend the fees within 10 years was adopted by the Washington State Legislative as part of ESHB 1478 in April 2011 and was signed by the Governor in May 2011.)

The City may only spend the collected fees on improvement projects identified in the TIF program (Figure 2). The fees may be spent on planning, engineering design, acquisition of right-of-way (for those projects where right-of way was included in the TIF cost), or construction of any of the TIF improvement projects.

GMA requires that the City provide a credit against the TIF for applicants that are required to construct all or a portion of a TIF project or for dedication of land that was *included in the costs of the TIF project*. This eliminates the potential for double charging a development applicant for the same improvement. Since the costs of rights-of-way and frontage improvements for the parallel road system projects were not included in the TIF cost share, credits would not be required for those project elements.

## Are any Developments Exempt from the Fees?

GMA allows jurisdictions to exempt low-income housing or other developments that serve broad public purposes. In addition to low-income housing, developments serving a broad public purpose could include parks, schools, City facilities, fire stations, water or sewer district facilities, or other similar developments.

Fees that would otherwise be collected from exempt developments would be the responsibility of the City. These could be paid through property taxes, general funds, grants, or other applicable funding source but cannot be paid with other TIF fees. The total amount of the potential revenues generated by the program would be directly reduced by any exemptions.

The City of Edgewood has previously chosen to only exempt new developments that do not result in an increase in PM peak hour traffic. However, the City may choose to review this in the future.

## How Will the Impact Fees be Kept Up to Date?

Many communities with adopted impact fee programs incorporate an annual cost escalation to help keep fees more current. The cost escalator is based on an index that reflects changes in improvement costs for the area. The City's TIF program and ordinance does not include a cost escalation factor. If the City decides to incorporate a cost escalation factor in the future, it could be based on the most recent Consumer Price Index (CPI) in the region, unless a more applicable industry standard construction cost index is available.

The City also should plan to update the base TIF rates as new growth-related transportation improvement projects are defined as part of the update of its Comprehensive Plan. Significant changes in forecast residential or employment growth from those in the current

Land Use Element and travel forecasting model also would result in a need to update the TIF program and base rate schedule. Significant annexations to the City also could trigger a need to update the base TIF rates. Changes in land use and growth-related transportation improvement projects would likely be identified as part of the future updates of the City's Comprehensive Plan.

## Appendix A: TIF Schedule

DRAFT November Update included after  
November 18, 2021 Memorandum

City of Edgewood - Transportation Long-term Project List (September 2021)

| Project Group                 | Project ID | Project Name                                        | Project Limits                        | Project Description                                                                                                                                                                                                        | Project Type                          | In 2021 TIP? | Total Cost Estimate | Cost Estimate Source                      | TIF Eligibility | TIF Comment                                                                                                                                                                                                                                                | TIF % | Proposed TIF Share | Remaining Costs <sup>1</sup> | Comments                                                                                                                                                                                                                      |
|-------------------------------|------------|-----------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------|---------------------|-------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROADWAY AND TRAFFIC PROJECTS  | R-1        | 8th Street E Safety Improvements (Multi-modal Loop) | 114th Avenue E to 122nd Avenue E      | Separated pedestrian walkway with illumination, shoulder improvements, crosswalks, and reconstruction of the 8th/114th intersection.                                                                                       | Reconstruction; Non-motorized; Safety | No           | \$3,020,000         | 2021 Transpo Update                       | Partial         | Shoulder improvements combined with separated pedestrian facilities adds to overall mobility and capacity of roadways and intersections.                                                                                                                   | 20%   | \$ 604,000         | \$ 2,416,000                 |                                                                                                                                                                                                                               |
|                               | R-2        | 122nd Avenue E Safety Improvements                  | 8th Street E to 48th Street E         | Road overlay, shoulder improvements, school bus stop waiting areas, signage, and pavement markings.                                                                                                                        | Reconstruction; Non-motorized; Safety | No           | \$7,190,000         | 2021 Transpo Update                       | Partial         | Construction of wider shoulders for bicycles and pedestrians, and bus pull-outs allows roadway traffic to flow with less impedance, adding roadway capacity.                                                                                               | 20%   | \$ 1,438,000       | \$ 5,752,000                 | Coordinate with Project N-11.                                                                                                                                                                                                 |
|                               | R-3        | Meridian Avenue Safety Improvements                 | 36th Street E to 24th Street E        | Construct 5-lane cross-section with curb/gutter, sidewalks and storm drainage. Medians address access management issues at 29th St and 32nd St. Widening at 24th St intersection and Roundabout at 36th facilitate access. | Reconstruction; Non-motorized; Safety | No           | \$18,040,000        | 2021 Transpo Update                       | Partial         | Project adds to overall roadway capacity by including additional travel lanes, turn lane, intersection improvements, and non-motorized facilities.                                                                                                         | 60%   | \$ 10,824,000      | \$ 7,216,000                 |                                                                                                                                                                                                                               |
|                               | R-4        | Edgewood Drive Safety Improvements                  | 48th Street E to Sumner Heights Drive | Roadway widening, curb, gutter, storm water system, and pedestrian walkway.                                                                                                                                                | Reconstruction; Non-motorized         | TIP-4        | \$10,535,000        | 2021-2026 TIP                             | Partial         | Pedestrian walkways and roadway widening contribute to overall increase in roadway capacity. Serves growth.                                                                                                                                                | 40%   | \$ 4,214,000       | \$ 6,321,000                 |                                                                                                                                                                                                                               |
|                               | R-5        | Railroad Frontage Road                              | 86th Avenue E to Chrisella Road       | Construct new roadway parallel to railroad tracks to provide access to southern part of the City, relieve pressure on Meridian Avenue, and eliminate need for several at-grade crossings.                                  | New construction; Capacity            | No           | \$16,890,000        | 2021 Transpo Update                       | Partial         | Project primarily serves new growth in the south part of the City, with some added system capacity by rerouting traffic around bottlenecks at the south end fo the City such as the Meridian and Chrisella corridors.                                      | 20%   | \$ 3,378,000       | \$ 13,512,000                |                                                                                                                                                                                                                               |
|                               | R-6        | Meridian Avenue / 12th Street E or 13th Street      | Intersection                          | Construct new multi-lane roundabout, compete ICE.                                                                                                                                                                          | Signal Systems; Capacity              | No           | \$2,400,000         | 20th Street ICE                           | Partial         | New traffic control would be needed to resolve existing LOS F as identified in the concurrency program. Roundabout would improve operations, safety, and multimodal access. Some costs would be absorbed by adjoining development.                         | 60%   | \$ 1,440,000       | \$ 960,000                   |                                                                                                                                                                                                                               |
|                               | R-7        | Meridian Avenue / 20th Street E                     | Intersection                          | Construct new multi-lane roundabout consistent with approved ICE.                                                                                                                                                          | Signal Systems; Capacity              | No           | \$2,400,000         | 20th Street ICE                           | Partial         | New traffic control would be needed to resolve existing LOS F as identified in the concurrency program. Roundabout would improve operations, safety, and multimodal access. ICE has been completed. Some costs would be absorbed by adjoining development. | 60%   | \$ 1,440,000       | \$ 960,000                   |                                                                                                                                                                                                                               |
|                               | R-9        | Meridian Avenue / 36th Street E                     | Intersection                          | Construct an intersection improvement to allow for access management and U-turns. Meridian Ave E Preliminary Design study (S-1) will inform the ultimate traffic control and intersection design.                          | Intersection; Capacity                | No           | \$5,600,000         | 2021 Chrisella Road Alternatives Analysis | Partial         | Intersection improvement will address an existing concurrency issues at 29th and 32nd Street intersections and allow the City to accommodate growth in traffic. The project will include evaluation of access management treatments south of 24th St.      | 40%   | \$ 2,240,000       | \$ 3,360,000                 |                                                                                                                                                                                                                               |
|                               | R-10       | Chrisella Rd E Safety Improvements                  | 36th St E to City limits              | Improve shoulders, pavement markings, signage, lighting, and sight distance; improve intersection with 48th Ave E and consider installation of non-motorized facilities and traffic calming measures.                      | Reconstruction; Non-motorized; Safety | TIP-5        | \$6,420,000         | 2022-2027 CIP                             | Partial         | Shoulder improvements combined with sight distance and intersection improvements adds to overall mobility and capacity of corridor.                                                                                                                        | 40%   | \$ 2,568,000       | \$ 3,852,000                 |                                                                                                                                                                                                                               |
|                               |            |                                                     |                                       |                                                                                                                                                                                                                            |                                       |              |                     |                                           |                 |                                                                                                                                                                                                                                                            |       |                    |                              |                                                                                                                                                                                                                               |
|                               |            |                                                     |                                       |                                                                                                                                                                                                                            |                                       |              |                     |                                           |                 |                                                                                                                                                                                                                                                            |       |                    |                              |                                                                                                                                                                                                                               |
|                               | NP-3       | Intersection Improvements at Emerald Street         | Emerald St & Meridian Ave             | Add mast arms & detection at minor approach on Emerald St & Meridian Ave to allow non-split phasing                                                                                                                        | Signal Systems; Capacity              | TIP 12       | \$325,000           | Emerald Intersection Project (Remaining)  | Full            | Signals addresses roadway efficiency and increases capacity.                                                                                                                                                                                               | 100%  | \$ 325,000         | \$ -                         |                                                                                                                                                                                                                               |
| MERIDIAN PARALLEL ROAD SYSTEM | NP-4       | Mid-block Pedestrian Crossing Improvements          | Emerald St to 36th St                 | Install pedestrian signals at two locations along Meridian Ave to allow pedestrians to safely cross E/W                                                                                                                    | Non-motorized                         | No           | \$400,000           | 2021 Transpo Update                       | Partial         | Provides access to transit, which provides system capacity as it reduces the number of vehicles on the roadway.                                                                                                                                            | 20%   | \$ 80,000          | \$ 320,000                   |                                                                                                                                                                                                                               |
|                               |            |                                                     |                                       |                                                                                                                                                                                                                            |                                       |              |                     |                                           |                 |                                                                                                                                                                                                                                                            |       |                    |                              |                                                                                                                                                                                                                               |
|                               | MCE-2      | 104th Avenue E                                      | 8th Street E to 10th Street E         | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$2,550,000         | 2021 Transpo Update                       | Partial         | Addresses concurrency issues between 13th and 8th Streets                                                                                                                                                                                                  | 60%   | \$ 1,530,000       | \$ 1,020,000                 |                                                                                                                                                                                                                               |
|                               | MCE-6      | 16th Street E                                       | Meridian to 104th Avenue E            | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$1,360,000         | 2015 Tran Element                         | No              | Frontage improvements would be completed by adjoining property redevelopment                                                                                                                                                                               | 0%    | \$ -               | \$ -                         |                                                                                                                                                                                                                               |
|                               | MCE-7      | 104th Avenue E                                      | 16th Street E to 18th Street E        | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$1,660,000         | 2021 Transpo Update                       | Partial         | Addresses concurrency issues at 20th and other cross streets                                                                                                                                                                                               | 60%   | \$ 996,000         | \$ 664,000                   |                                                                                                                                                                                                                               |
|                               | MCE-11     | 24th Street E                                       | Meridian to 104th Avenue E            | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$1,360,000         | 2015 Tran Element                         | No              | Segment already includes existing pedestrian pathway                                                                                                                                                                                                       | 0%    | \$ -               | \$ -                         |                                                                                                                                                                                                                               |
|                               | MCE-13     | 29th Street E                                       | 103rd Avenue Ct E to 106th Ave E      | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$1,910,000         | 2021 Transpo Update                       | Partial         | Partial funding to account for existing deficiency on this segment of Meridian                                                                                                                                                                             | 40%   | \$ 764,000         | \$ 1,146,000                 |                                                                                                                                                                                                                               |
|                               | MCE-14     | 106th Avenue E                                      | 29th Street E to 32nd Street E        | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$2,730,000         | 2021 Transpo Update                       | Partial         | Partial funding to account for existing deficiency on this segment of Meridian                                                                                                                                                                             | 60%   | \$ 1,638,000       | \$ 1,092,000                 | Includes 20' widening (5' bike lane + 5' sidewalk each side), some extensive drainage changes since the existing is all ditches, and utility relocation. If overlay was skipped, it would probably lower cost by \$250k or so |
|                               | MCE-15     | 32nd Street E                                       | Meridian to 106th Avenue E            | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$740,000           | 2015 Tran Element                         | No              | Is not providing additional capacity. Frontage improvements would be completed when adjoining properties develop. Cost estimate is out of date.                                                                                                            | 0%    | \$ -               | \$ -                         |                                                                                                                                                                                                                               |
|                               | MCE-16     | 103rd / 106th Avenue E                              | 32nd Street E to 36th Street E        | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$3,100,000         | 2021 Transpo Update (excl. acquisition)   | Partial         | Partial funding to account for existing deficiency on this segment of Meridian                                                                                                                                                                             | 60%   | \$ 1,860,000       | \$ 1,240,000                 |                                                                                                                                                                                                                               |
|                               | MCE-17     | 36th Street E                                       | Meridian to 103rd Avenue E            | Build or improve corridor to collector arterial standard                                                                                                                                                                   | Circulation / access                  | No           | \$740,000           | 2015 Tran Element                         | No              | Frontage improvements being completed by the City as part of the park redevelopment                                                                                                                                                                        | 0%    | \$ -               | \$ -                         |                                                                                                                                                                                                                               |



City of Edgewood - Transportation Long-term Project List (September 2021)

| Project Group                 | Project ID | Project Name                                                         | Project Limits                      | Project Description                                                                                                                                             | Project Type          | In 2021 TIP? | Total Cost Estimate | Cost Estimate Source                | TIF Eligibility | TIF Comment                                                                                                                                                                                                  | TIF % | Proposed TIF Share | Remaining Costs <sup>1</sup> | Comments                           |
|-------------------------------|------------|----------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------|---------------------|-------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|------------------------------|------------------------------------|
| MERIDIAN PARALLEL ROAD SYSTEM | MCW-2      | 101st Avenue E                                                       | 18th Street E to 20th Street E      | Build or improve corridor to collector arterial standard                                                                                                        | Circulation / access  | No           | \$1,150,000         | 2021 Transpo Update                 | Partial         | Addresses concurrency issues at 20th and other cross streets                                                                                                                                                 | 60%   | \$ 690,000         | \$ 460,000                   |                                    |
|                               | MCW-3      | 20th Street E                                                        | 101st Avenue E to Meridian          | Build or improve corridor to collector arterial standard                                                                                                        | Circulation / access  | No           | NA                  |                                     | No              | No deficiency. Part of a new access roadway of a proposed development.                                                                                                                                       | 0%    | \$ -               | \$ -                         | Built by Dhaliwal Project          |
|                               | MCW-4      | 20th Street E/ 100th Avenue E/ 24th Street E                         | 20th Street E to 24th Street E      | Build or improve corridor to collector arterial standard                                                                                                        | Circulation / access  | No           | \$2,380,000         | 2021 Transpo Update                 | Partial         | Addresses a concurrency issue between 16th and 24th Streets. Will be partially built by Dhaliwal Project so less cost associated with the TIF.                                                               | 40%   | \$ 952,000         | \$ 1,428,000                 | Partially implemented by developer |
|                               | MCW-5      | 24th Street E                                                        | 101st Avenue E to Meridian          | Build or improve corridor to collector arterial standard                                                                                                        | Circulation / access  | No           | \$722,000           | Recent sidewalk project             | Partial         | Provides active transportation amenities along a busy stretch of 24th Street. Recently completed in 2021.                                                                                                    | 20%   | \$ 144,400         | \$ 577,600                   |                                    |
|                               | MCW-7      | 29th Street E                                                        | 101st Avenue E to Meridian          | Build or improve corridor to collector arterial standard                                                                                                        | Circulation / access  | No           | \$1,080,000         | 2015 Tran Element                   | No              | Is not providing additional capacity. Frontage improvements would be completed when adjoining properties develop                                                                                             | 0%    | \$ -               | \$ -                         |                                    |
|                               | MCW-8      | 101st Avenue E                                                       | 29th Street E to 32nd Street E      | Build or improve corridor to collector arterial standard                                                                                                        | Circulation / access  | No           | \$1,290,000         | 2015 Tran Element                   | No              | Is not providing additional capacity as it does not connect to 24th or 36th                                                                                                                                  | 0%    | \$ -               | \$ -                         |                                    |
|                               | MCW-9      | 32nd Street E                                                        | 101st Avenue E to Meridian          | Build or improve corridor to collector arterial standard                                                                                                        | Circulation / access  | No           | \$1,080,000         | 2015 Tran Element                   | No              | Is not providing additional capacity. Frontage improvements would be completed when adjoining properties develop                                                                                             | 0%    | \$ -               | \$ -                         |                                    |
|                               |            |                                                                      |                                     |                                                                                                                                                                 |                       |              |                     |                                     |                 |                                                                                                                                                                                                              |       |                    |                              |                                    |
|                               |            |                                                                      |                                     |                                                                                                                                                                 |                       |              |                     |                                     |                 |                                                                                                                                                                                                              |       |                    |                              |                                    |
| STUDIES                       | S-1        | Meridian Avenue E Preliminary Design                                 | 24th Street E to 36th Street E      | Complete a corridor study and preliminary design to evaluate widening, complete street improvements, intersection treatments, and access management strategies. | Study                 | TIP-2        | \$455,000           | 2021-2026 TIP                       | Partial         | Design of a roadway capacity project (4- to 5-lane section) directly supports future growth, addresses LOS F issues at 29th and 32nd Streets. The design will review potential access management treatments. | 80%   | \$ 364,000         | \$ 91,000                    |                                    |
|                               | S-2        | 36th Street E Walkway Extension Feasibility Study                    | 105th Avenue E to 110th Avenue E    | Conduct a study to determine project scope and costs due to surface water and environmental challenges.                                                         | Study                 | TIP-13       | \$0                 | DELETE - See N-9                    | Partial         | Project adds to overall capacity by adding dedicated pedestrian facilities.                                                                                                                                  | 20%   | \$ -               | \$ -                         | Outcome will define scope of N-8   |
|                               | S-3        | Interurban Trail Phase III Connection Feasibility Study              | 114th Avenue E to West Valley Hwy   | Evaluate the route and alignment of the trail extension, including topographic survey, crossing treatments, and Geotech/environmental analysis.                 | Study                 | TIP-7        | \$100,000           | 2021-2026 TIP                       | Partial         | Provides an alternative connection to Jovita Boulevard, which is a constrained corridor, for active users to access Sumner and Pacific.                                                                      | 20%   | \$ 20,000          | \$ 80,000                    |                                    |
|                               |            |                                                                      |                                     |                                                                                                                                                                 |                       |              |                     |                                     |                 |                                                                                                                                                                                                              |       |                    |                              |                                    |
| NON-MOTORIZED PROJECTS        |            |                                                                      |                                     |                                                                                                                                                                 |                       |              |                     |                                     |                 |                                                                                                                                                                                                              |       |                    |                              |                                    |
|                               | N-1        | Interurban Trail Phase III                                           | 114th Avenue E to West Valley Hwy   | Construct multi-use pathway.                                                                                                                                    | Non-motorized         | No           | \$5,010,000         | 2021 Transpo Update                 | Partial         | Project is in the Parks Plan. Provides an alternative connection to Jovita Boulevard for active users to access Sumner and Pacific.                                                                          | 20%   | \$ 1,002,000       | \$ 4,008,000                 |                                    |
|                               | N-4        | 8th Street E Walkway Extension (Multi-modal Loop)                    | Meridian Avenue to 110th Avenue E   | Separated pedestrian walkway.                                                                                                                                   | Non-motorized; Safety | No           | \$1,860,000         | 2021 Transpo Update                 | Yes             | Shoulder improvements combined with separated pedestrian facilities add to overall mobility and capacity of the system.                                                                                      | 20%   | \$ 372,000         | \$ 1,488,000                 |                                    |
|                               | N-5        | 24th Street E Walkway Extension (Multi-modal Loop)                   | 110th Avenue E to 122nd Avenue E    | Separated pedestrian walkway and shoulder improvements.                                                                                                         | Non-motorized; Safety | No           | \$1,960,000         | 2021 Transpo Update                 | Partial         | Shoulder improvements combined with separated pedestrian facilities add to overall mobility and capacity of the system.                                                                                      | 20%   | \$ 392,000         | \$ 1,568,000                 |                                    |
|                               | N-6        | 114th Avenue E Walkway                                               | 8th Street E to 18th Street E       | Separated pedestrian walkway.                                                                                                                                   | Non-motorized; Safety | No           | \$1,700,000         | 2021 Transpo Update                 | Yes             | Shoulder improvements combined with separated pedestrian facilities add to overall mobility and capacity of the system.                                                                                      | 20%   | \$ 340,000         | \$ 1,360,000                 |                                    |
|                               | N-7        | 110th Avenue E; 20th Street E; 112th Avenue E; 18th Avenue E Walkway | 24th Street E to 114th Avenue E     | Separated pedestrian walkway.                                                                                                                                   | Non-motorized; Safety | No           | \$1,700,000         | 2021 Transpo Update                 | Yes             | Shoulder improvements combined with separated pedestrian facilities add to overall mobility and capacity of the system.                                                                                      | 20%   | \$ 340,000         | \$ 1,360,000                 |                                    |
|                               | N-8        | 32nd Street E Walkway                                                | 110th Avenue E to 114th Avenue E    | Separated pedestrian walkway.                                                                                                                                   | Non-motorized; Safety | No           | \$1,020,000         | 2021 Transpo Update                 | Yes             | Shoulder improvements combined with separated pedestrian facilities add to overall mobility and capacity of the system.                                                                                      | 20%   | \$ 204,000         | \$ 816,000                   |                                    |
|                               | N-9        | 36th Street E Walkway Extension                                      | Meridian Avenue E to 110th Avenue E | Extension of existing walkway.                                                                                                                                  | Non-motorized; Safety | TIP-13       | \$735,100           | 2022-2027 CIP (TIB Grant Materials) | Yes             | Shoulder improvements combined with separated pedestrian facilities add to overall mobility and capacity of the system.                                                                                      | 20%   | \$ 147,020         | \$ 588,080                   |                                    |
|                               | N-11       | 122nd Avenue E Walkway                                               | 8th Street E to 24th Street E       | Separated pedestrian walkway.                                                                                                                                   | Non-motorized; Safety | No           | \$1,850,000         | 2021 Transpo Update                 | Yes             | Shoulder improvements combined with separated pedestrian facilities add to overall mobility and capacity of the system.                                                                                      | 20%   | \$ 370,000         | \$ 1,480,000                 |                                    |
|                               |            |                                                                      |                                     |                                                                                                                                                                 |                       |              |                     |                                     |                 |                                                                                                                                                                                                              |       |                    |                              |                                    |
|                               |            |                                                                      |                                     |                                                                                                                                                                 |                       |              |                     |                                     |                 |                                                                                                                                                                                                              |       |                    |                              |                                    |

<sup>1</sup>Remaining Costs includes the portion of the Total Cost Estimate not covered by Proposed TIF Share, and does not include costs potentially covered by grant, developer, or other sources.

Total  
\$113,462,100

Total Costs

Total Costs

TIF  
\$40,676,420  
38%

Total  
\$65,135,680  
62%  
\$105,812,100

| TIF CALCULATION            |          |
|----------------------------|----------|
| Net New PM Peak Hour Trips | 3922     |
| Fee per PM peak hour trip  | \$10,371 |

## MEMORANDUM

|                 |                                                             |            |            |
|-----------------|-------------------------------------------------------------|------------|------------|
| <b>Date:</b>    | November 18, 2021                                           | <b>TG:</b> | 1.18149.07 |
| <b>To:</b>      | Jeremy Metzler, PE – City of Edgewood Public Works          |            |            |
| <b>From:</b>    | Jon Pascal, PE – Transpo Group                              |            |            |
| <b>Subject:</b> | Transportation Impact Fee - Follow-Up to Council Discussion |            |            |

In 2020, the City of Edgewood (“City”) contracted with Transpo Group to update the City’s transportation impact fee (TIF) program. On October 19, 2021, City staff presented the proposed transportation impact fee rate schedule to the City Council. A public hearing was held on October 26, 2021 to obtain public comment on the proposed changes to the TIF. A follow-up discussion with City Council occurred on November 2, 2021 with Transpo Group present at the meeting. During the November meeting, discussion focused on where to set the base TIF rate. This memorandum serves to assist the Council in determining the appropriate TIF rate for adoption. The information presented will hopefully allow Council to provide direction to City staff on the preferred TIF base rate to allow an ordinance to be drafted for Council consideration for the December 7, 2021 Council meeting.

## Background Discussion

The updated TIF rate study calculated a maximum transportation impact fee base rate of \$10,371 per new PM peak hour trip end. Included in the rate study were updates made to various trip rates to account for more recent data comprised in the *Trip Generation Manual*, Institute of Transportation Engineers (ITE), 10th Edition. If the maximum base rate was adopted, the fees per unit of development would increase as summarized in Table 1.

**Table 1. Change in Transportation Impact Fee by Land Use Category<sup>1</sup>**

| Land Use           | Unit                        | Existing Fee per Unit | Updated Fee per Unit | % Change |
|--------------------|-----------------------------|-----------------------|----------------------|----------|
| Single-family Home | Dwelling Unit               | \$4,413               | \$10,475             | +137%    |
| Mid-rise Apartment | Dwelling Unit               | \$2,736               | \$4,563              | +67%     |
| Quality Restaurant | 1,000 sqft Gross Floor Area | \$18,510              | \$45,301             | +145%    |
| Office Building    | 1,000 sqft Gross Floor Area | \$6,575               | \$11,927             | +81%     |
| Light Industrial   | 1,000 sqft Gross Floor Area | \$4,281               | \$6,534              | +53%     |

1. Representative sample of land use types

Recognizing that the maximum TIF base rate of \$10,371 per new PM peak hour trip end is a sizable increase to the current base rate of \$4,413, several options were suggested for Council consideration. The options included:

- OPTION 1: Take no action (maintain at \$4,413)
- OPTION 2: Adopt partial amount phased over 3 years ~\$6,000 (2022), \$7,500 (2023), \$9,000 (2024+)
- OPTION 3: Adopt maximum amount phased over 3 years ~\$6,500 (2022), \$8,500 (2023), \$10,317 (2024+)
- OPTION 4: Adopt maximum amount immediately

## Modifications to the Rate Schedule

Based on discussions with staff, the following modifications have been made to the rate schedule since it was last presented to Council. Below is a summary of the modifications.

### ***Simplification of the rate schedule***

A few land use categories were removed from the rate schedule to simplify the list of potential land uses. Golf courses, tennis courts, resort hotel, and a variety store were removed since there is a low probability such land uses would be proposed in the City. If a proposed land use was not identified on the rate schedule, the applicant would submit an independent fee calculation as required in the adopted EMC.

### ***Units of Measure for Schools***

Staff requested that the unit of measure for elementary, middle/junior high school, and high school be changed from gross floor area to number of students. The number of students at a school more directly correlates to the expected number of trips the school would be estimated to generate.

### ***Early Learning Centers***

Under RCW 82.02.060 (3a), which became law in July 2021, agencies are required to “*not impose an impact fee on development activities of an early learning facility greater than that imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips.*”

Furthermore, the law allows an agency governing body (City Council) to specifically exempt early learning facilities for up to 80 percent of the impact fee cost. The TIF rate schedule has been updated to include a footnote to this RCW, but no adjustment to the impact fee rate has been made. Any impact fee for an early learning facility will be reviewed based on RCW 82.02.060 (3a) to ensure the resulting impact fee is not greater than a similar commercial development. If the Council would like to exempt early learning facilities to up to 80 percent, the language would need to be included in the adopting ordinance.

## Options to Finalize Base TIF Rate

It is important to emphasize that the impact fee rate presented represents the maximum that can be charged, but a lower number can be, and often is, selected by jurisdictions. Some of the policy considerations by Council could include the following:

- Trade-off of new growth versus existing taxpayers funding infrastructure capacity
- Impacts of fees on new development in the permitting pipeline
- Competitiveness with surrounding jurisdictions
- Potential impacts on housing affordability

We have assembled some additional information to assist Council in determining the appropriate TIF base rate.

### ***Phasing of the Base Rate***

The previous options presented on Page 1 of the memo identified a possible three-year phase-in strategy recognizing that the City will be updating its Comprehensive Plan by 2023. The update will identify needed infrastructure to serve updated growth forecasts over the next 20 years. Once that information is available, it is recommended that the impact fee reflect the updated plan. A 3-

year phase-in plan can be included under any scenario and is a decision that can be de-coupled from deciding upon the TIF base rate.

### ***Project Cost Increases***

The total cost of projects included in the TIF program is approximately \$105.8 million (2021 dollars). After applying the adjustments for existing deficiencies and capacity to serve external growth, the TIF related portion of the costs has been reduced to \$40.7 million. This represents approximately 38 percent of the total project costs included in the TIF.

The scope and cost of transportation projects has been updated and refined since the last TIF update in 2017 to reflect increased project costs, or modifications to the general scope and eligibility of each project. The TIF eligible costs in 2017 were \$17.3 million, compared to \$40.7 million in 2021 – or an increase of approximately 135%.

However, in further evaluating the total costs, the increase in the project costs attributable to increases in the actual construction costs is closer to \$14.8 million or 85% more than the 2017 total costs as shown in Table 2. The remaining increases to the total TIF costs are due primarily to changes in the overall scope of the projects and the eligibility assigned to the TIF. That remaining about is approximately 50% increase over the 2017 costs, or \$8.7 million.

**Table 2. Breakdown of Cost Increases**

| Land Use           | 2017           | 2021           | Increase               | Associated with Construction Costs | Associated with Change in Scope / Eligibility |
|--------------------|----------------|----------------|------------------------|------------------------------------|-----------------------------------------------|
| TIF Eligible Costs | \$17.3 million | \$40.7 million | \$23.5 million (+135%) | \$14.8 million (+85%)              | \$8.7 million (+50%)                          |

If just the costs associated with the increase in project construction costs were used to arrive at an adjusted TIF base rate, the updated base rate would be approximately \$8,185 per PM peak hour trip.

\$17.3 million + \$14.8 million divided by 3,922 trips = \$8,185 per PM peak hour trip (+85%)

This is one data point to consider when determining a TIF base rate the Council would be comfortable in supporting.

### ***Population Growth Rates***

Another option to consider is the rate of growth that Edgewood is experiencing when compared to other communities and their associated impact fee rates as shown in Table 3. The population information was assembled from publicly available data on the Washington State Office of Financial Management and the Municipal Research and Services Center (MRSC) web sites.



**Table 3. Comparison of Change in Population and Transportation Impact Fees<sup>1</sup>**

| City                    | 2011 Population | 2021 Population | % Change      | Existing TIF <sup>2</sup> |
|-------------------------|-----------------|-----------------|---------------|---------------------------|
| City of Sammamish       | 46,940          | 66,130          | +40.9%        | \$14,064                  |
| <b>City of Edgewood</b> | <b>9,405</b>    | <b>13,000</b>   | <b>+38.2%</b> | <b>\$4,413</b>            |
| City of North Bend      | 5,830           | 7,700           | +32.1%        | \$11,630                  |
| City of Issaquah        | 30,690          | 39,840          | +29.8%        | \$9,173                   |
| City of Puyallup        | 37,240          | 43,040          | +15.6%        | \$4,500 <sup>3</sup>      |
| City of Fife            | 9,220           | 10,360          | +12.4%        | \$6,413                   |
| City of Federal Way     | 89,306          | 99,590          | +11.5%        | \$6,311                   |

1. Washington State OFM <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>

2. <https://mrsc.org/getmedia/7b937ea4-f666-4b86-b21d-fd21f43115e3/b45ImpactFeeCompare.pdf.aspx>

3. Planning to update their impact fee in 2022.

As was presented at the November 2, 2021 Council meeting, the highest existing fee in Pierce County is the City of Fife at \$6,413. Federal Way which borders the City of Edgewood, but is within King County, has an impact fee of \$6,311. Yet both jurisdictions had a 12% rate of growth over the last 10 years compared to Edgewood which had a rate of growth of 38%.

When exploring the agencies with higher impact fees, one area in common is that they all have been experiencing higher rates of growth than compared to some of the communities immediately surrounding Edgewood. In other words, there appears to be a correlation between impact fee rates and the rates of growth, which is logical given the need to build more infrastructure to serve a growing population.

While this data does not give a clear indication on an alternative TIF base rate the Council should consider, it does appear to support the policy basis for a much higher fee than surrounding Pierce County jurisdictions given the high rate of growth being experienced in Edgewood.

City of Edgewood  
Schedule of Transportation Impact Fees  
Cost per PM peak hour trip end = \$6,000 (2022)

| Land Use Category - ITE 9th Edition              | Notes<br>(see below) | ITE Land Use Code | ITE Average PM<br>Peak Hour Trip<br>Rate<br>(1) | Unit*                    | Pass-By Trip<br>Reduction<br>Factor **<br>(2) | Net New Trip<br>Rate<br>(3) | Impact Fee Per Unit<br>(4) |
|--------------------------------------------------|----------------------|-------------------|-------------------------------------------------|--------------------------|-----------------------------------------------|-----------------------------|----------------------------|
| RESIDENTIAL                                      |                      |                   |                                                 |                          |                                               |                             |                            |
| Single-Family Detached Housing                   | 2                    | 210               | 1.01                                            | Dwelling Unit            | 1.00                                          | 1.01                        | \$6,060                    |
| Multi-Family Housing (Low-Rise)                  | 2                    | 220               | 0.56                                            | Dwelling Unit            | 1.00                                          | 0.56                        | \$3,360                    |
| Multi-Family Housing (Mid-Rise)                  | 2                    | 221               | 0.44                                            | Dwelling Unit            | 1.00                                          | 0.44                        | \$2,640                    |
| Mobile Home Park                                 | 2                    | 240               | 0.59                                            | Occupied Dwelling Unit   | 1.00                                          | 0.59                        | \$3,540                    |
| Senior Adult Housing-Detached                    | 2                    | 251               | 0.30                                            | Dwelling Unit            | 1.00                                          | 0.30                        | \$1,800                    |
| INSTITUTIONAL                                    |                      |                   |                                                 |                          |                                               |                             |                            |
| Public Park                                      |                      | 411               | 0.11                                            | Acre                     | 1.00                                          | 0.11                        | \$660                      |
| Multi-Purpose Recreational Facility              | 1                    | 435               | 3.58                                            | 1,000 sf GFA             | 1.00                                          | 3.58                        | \$21,480                   |
| Movie Theater                                    | 1                    | 444               | 0.09                                            | Seat                     | 1.00                                          | 0.09                        | \$540                      |
| Casino/Video Lottery Establishment               |                      | 473               | 13.49                                           | 1,000 sf GFA             | 1.00                                          | 13.49                       | \$80,940                   |
| Racquet / Tennis Club                            | 1                    | 491               | 3.82                                            | Court                    | 1.00                                          | 3.82                        | \$22,920                   |
| Health/Fitness Club                              |                      | 492               | 3.45                                            | 1,000 sf GFA             | 1.00                                          | 3.45                        | \$20,700                   |
| Elementary School                                |                      | 520               | 0.16                                            | Student                  | 1.00                                          | 0.16                        | \$960                      |
| Middle School/Junior High School                 |                      | 522               | 0.15                                            | Student                  | 1.00                                          | 0.15                        | \$900                      |
| High School                                      |                      | 525               | 0.14                                            | Student                  | 1.00                                          | 0.14                        | \$840                      |
| Private School (K-12)                            | 1                    | 532               | 0.17                                            | Student                  | 1.00                                          | 0.17                        | \$1,020                    |
| Church                                           |                      | 560               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$2,940                    |
| Day Care Center                                  | 4                    | 565               | 11.12                                           | 1,000 sf GFA             | 1.00                                          | 11.12                       | \$66,720                   |
| Library                                          |                      | 590               | 8.16                                            | 1,000 sf GFA             | 1.00                                          | 8.16                        | \$48,960                   |
| Hospital                                         | 2                    | 610               | 0.97                                            | 1,000 sf GFA             | 1.00                                          | 0.97                        | \$5,820                    |
| Nursing Home                                     |                      | 620               | 0.59                                            | 1,000 sf GFA             | 1.00                                          | 0.59                        | \$3,540                    |
| BUSINESS & COMMERCIAL                            |                      |                   |                                                 |                          |                                               |                             |                            |
| Hotel                                            | 3 (a)                | 310               | 0.60                                            | Room                     | 0.75                                          | 0.45                        | \$2,700                    |
| All Suites Hotel                                 | 3 (a)                | 311               | 0.36                                            | Room                     | 0.75                                          | 0.27                        | \$1,620                    |
| Motel                                            | 3 (a)                | 320               | 0.38                                            | Room                     | 0.75                                          | 0.29                        | \$1,710                    |
| Building Materials/Lumber Sales                  | 3 (a)                | 812               | 2.06                                            | 1,000 sf GFA             | 0.75                                          | 1.55                        | \$9,270                    |
| Free-Standing Discount Superstore                |                      | 813               | 4.33                                            | 1,000 sf GFA             | 0.71                                          | 3.07                        | \$18,446                   |
| Free-Standing Discount Store                     |                      | 815               | 4.83                                            | 1,000 sf GFA             | 0.83                                          | 4.01                        | \$24,053                   |
| Hardware/Paint Store                             |                      | 816               | 2.68                                            | 1,000 sf GFA             | 0.74                                          | 1.98                        | \$11,899                   |
| Nursery (Garden Center)                          |                      | 817               | 6.94                                            | 1,000 sf GFA             | 0.75                                          | 5.21                        | \$31,230                   |
| Nursery (Wholesale)                              |                      | 818               | 5.18                                            | 1,000 sf GFA             | 0.75                                          | 3.89                        | \$23,310                   |
| Shopping Center                                  | 2                    | 820               | 3.81                                            | 1,000 sf GLA             | 0.66                                          | 2.51                        | \$15,088                   |
| Quality Restaurant                               |                      | 931               | 7.80                                            | 1,000 sf GFA             | 0.56                                          | 4.37                        | \$26,208                   |
| High Turnover (Sit-Down) Restaurant              |                      | 932               | 9.77                                            | 1,000 sf GFA             | 0.57                                          | 5.57                        | \$33,413                   |
| Fast Food Restaurant without Drive-Through       | 1                    | 933               | 28.34                                           | 1,000 sf GFA             | 0.50                                          | 14.17                       | \$85,020                   |
| Fast Food Restaurant with Drive-Through          |                      | 934               | 32.67                                           | 1,000 sf GFA             | 0.5                                           | 16.34                       | \$98,010                   |
| Quick Lubrication Vehicle Shop                   |                      | 941               | 4.85                                            | Servicing Position       | 0.61                                          | 2.96                        | \$17,751                   |
| Automobile Care Center                           |                      | 942               | 3.11                                            | 1,000 sf GLA             | 0.61                                          | 1.90                        | \$11,383                   |
| Automobile Sales                                 |                      | 841               | 3.75                                            | 1,000 sf GFA             | 0.75                                          | 2.81                        | \$16,875                   |
| Automobile Parts Sales                           |                      | 843               | 4.91                                            | 1,000 sf GFA             | 0.57                                          | 2.80                        | \$16,792                   |
| Gasoline/Service Station                         |                      | 944               | 14.03                                           | Vehicle Fueling Position | 0.58                                          | 8.14                        | \$48,824                   |
| Gasoline/Service Station with Convenience Market |                      | 945               | 13.99                                           | Vehicle Fueling Position | 0.44                                          | 6.16                        | \$36,934                   |
| Self-Service Car Wash                            |                      | 947               | 5.54                                            | Wash Stall               | 0.77                                          | 4.27                        | \$25,595                   |
| Tire Store                                       |                      | 848               | 3.98                                            | 1,000 sf GFA             | 0.72                                          | 2.87                        | \$17,194                   |
| Tire Superstore                                  |                      | 849               | 2.11                                            | 1,000 sf GFA             | 0.72                                          | 1.52                        | \$9,115                    |
| Supermarket                                      | 2                    | 850               | 9.24                                            | 1,000 sf GFA             | 0.64                                          | 5.91                        | \$35,482                   |
| Convenience Market                               |                      | 851               | 49.11                                           | 1,000 sf GFA             | 0.49                                          | 24.06                       | \$144,383                  |
| Convenience Market with Gas Pumps                |                      | 853               | 49.29                                           | 1,000 sf GFA             | 0.34                                          | 16.76                       | \$100,552                  |
| Discount Supermarket                             |                      | 854               | 8.38                                            | 1,000 sf GFA             | 0.79                                          | 6.62                        | \$39,721                   |
| Discount Club                                    |                      | 857               | 4.18                                            | 1,000 sf GFA             | 0.63                                          | 2.63                        | \$15,800                   |
| Home Improvement Superstore                      |                      | 862               | 2.33                                            | 1,000 sf GFA             | 0.58                                          | 1.35                        | \$8,108                    |
| Electronics Superstore                           | 1                    | 863               | 4.26                                            | 1,000 sf GFA             | 0.60                                          | 2.56                        | \$15,336                   |
| Toy/Children's Superstore                        | 1, 3 (b)             | 864               | 5.00                                            | 1,000 sf GFA             | 0.66                                          | 3.30                        | \$19,800                   |
| Pet Supply Superstore                            |                      | 866               | 3.55                                            | 1,000 sf GFA             | 0.60                                          | 2.13                        | \$12,780                   |
| Apparel Store                                    | 3 (a)                | 876               | 4.12                                            | 1,000 sf GFA             | 0.75                                          | 3.09                        | \$18,540                   |
| Pharmacy/Drug Store without Drive-Through        |                      | 880               | 8.51                                            | 1,000 sf GFA             | 0.47                                          | 4.00                        | \$23,998                   |
| Pharmacy/Drug Store with Drive-Through           |                      | 881               | 10.29                                           | 1,000 sf GFA             | 0.51                                          | 5.25                        | \$31,487                   |
| Furniture Store                                  |                      | 890               | 0.52                                            | 1,000 sf GFA             | 0.47                                          | 0.24                        | \$1,466                    |
| Walk-in Bank                                     | 1, 3 (c)             | 911               | 12.13                                           | 1,000 sf GFA             | 0.65                                          | 7.88                        | \$47,307                   |
| Drive-in Bank                                    |                      | 912               | 20.45                                           | 1,000 sf GFA             | 0.65                                          | 13.29                       | \$79,755                   |
| OFFICE                                           |                      |                   |                                                 |                          |                                               |                             |                            |
| Clinic                                           | 1                    | 630               | 3.28                                            | 1,000 sf GFA             | 1.00                                          | 3.28                        | \$19,680                   |
| Animal Hospital/Veterinary Clinic                |                      | 640               | 3.53                                            | 1,000 sf GFA             | 1.00                                          | 3.53                        | \$21,180                   |
| General Office Building                          | 2                    | 710               | 1.15                                            | 1,000 sf GFA             | 1.00                                          | 1.15                        | \$6,900                    |
| Medical-Dental Office Building                   | 2                    | 720               | 3.46                                            | 1,000 sf GFA             | 1.00                                          | 3.46                        | \$20,760                   |
| United States Post Office                        |                      | 732               | 11.21                                           | 1,000 sf GFA             | 1.00                                          | 11.21                       | \$67,260                   |
| Office Park                                      | 1                    | 750               | 1.07                                            | 1,000 sf GFA             | 1.00                                          | 1.07                        | \$6,420                    |
| Research and Development Center                  | 2                    | 760               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$2,940                    |
| Business Park                                    | 1                    | 770               | 0.42                                            | 1,000 sf GFA             | 1.00                                          | 0.42                        | \$2,520                    |
| INDUSTRIAL                                       |                      |                   |                                                 |                          |                                               |                             |                            |
| General Light Industrial                         | 2                    | 110               | 0.63                                            | 1,000 sf GFA             | 1.00                                          | 0.63                        | \$3,780                    |
| Industrial Park                                  |                      | 130               | 0.40                                            | 1,000 sf GFA             | 1.00                                          | 0.40                        | \$2,400                    |
| Manufacturing                                    |                      | 140               | 0.67                                            | 1,000 sf GFA             | 1.00                                          | 0.67                        | \$4,020                    |
| Warehousing                                      | 2                    | 150               | 0.19                                            | 1,000 sf GFA             | 1.00                                          | 0.19                        | \$1,140                    |
| Mini-Warehouse (Self-Storage)                    |                      | 151               | 0.17                                            | 1,000 sf GFA             | 1.00                                          | 0.17                        | \$1,020                    |
| High-Cube Fulfillment Center Warehouse           | 1                    | 155               | 1.37                                            | 1,000 sf GFA             | 1.00                                          | 1.37                        | \$8,220                    |
| Utility                                          | 2                    | 170               | 2.27                                            | 1,000 sf GFA             | 1.00                                          | 2.27                        | \$13,620                   |
| PORT and TERMINAL                                |                      |                   |                                                 |                          |                                               |                             |                            |
| Intermodal Truck Terminal                        | 1                    | 30                | 1.87                                            | 1,000 sf GFA             | 1.00                                          | 1.87                        | \$11,220                   |
| Park-and-Ride Lot with Bus or Light Rail Service | 2                    | 90                | 0.43                                            | Parking Space            | 1.00                                          | 0.43                        | \$2,580                    |

\* Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.  
\*\* The Pass-By Trip Reduction Factor reduces the Average Trip Rate based on average Pass-By trip percentages published in the *ITE Trip Generation Handbook* (3rd Edition, 2017) and previously adopted factors.

|                                |                   |                                         |                                       |
|--------------------------------|-------------------|-----------------------------------------|---------------------------------------|
| NET NEW TRIP RATE CALCULATION: | ITE Trip Rate     | Pass-By Reduction Factor                | Net New Trip Rate                     |
|                                | (1)               | X (2)                                   | = (3)                                 |
| IMPACT FEE CALCULATION:        | Net New Trip Rate | \$6,000<br>Per New PM Peak<br>Hour Trip | Impact Fee per Unit of<br>Development |
|                                | (3)               | X                                       | = (4)                                 |

- NOTES:
- (1) *Trip Generation* (10th Edition, 2017) has less than 6 studies supporting this average rate. Applicants are strongly encouraged to conduct, at their own expense, independent trip generation studies in support of their application.
- (2) Alternatively, the PM peak hour trip regression equation in *Trip Generation* can be used instead of the average trip rate identified in the table. However the equation must be used according to the instructions in *Trip Generation*.
- (3) No pass-by rates are available. Pass-by rates were estimated from other similar uses.

| Code  | Land Use                                | Pass-By Trip Reduction Factor |
|-------|-----------------------------------------|-------------------------------|
| 3 (a) | No Data Available 25% Estimated Pass-by | 0.75                          |
| 3 (b) | Shopping Center (850)                   | 0.66                          |
| 3 (c) | Drive-in Bank (912)                     | 0.65                          |

- (4) Consistent with RCW 82.02.060, Day Care Centers shall not have a fee greater than that imposed on commercial development activities that generate a similar number, volume, type, and duration of vehicle trips.

City of Edgewood  
Schedule of Transportation Impact Fees  
Cost per PM peak hour trip end = \$7,500 (2023)

| Land Use Category - ITE 9th Edition              | Notes<br>(see below) | ITE Land Use Code | ITE Average PM<br>Peak Hour Trip<br>Rate<br>(1) | Unit*                    | Pass-By Trip<br>Reduction<br>Factor **<br>(2) | Net New Trip<br>Rate<br>(3) | Impact Fee Per Unit<br>(4) |
|--------------------------------------------------|----------------------|-------------------|-------------------------------------------------|--------------------------|-----------------------------------------------|-----------------------------|----------------------------|
| RESIDENTIAL                                      |                      |                   |                                                 |                          |                                               |                             |                            |
| Single-Family Detached Housing                   | 2                    | 210               | 1.01                                            | Dwelling Unit            | 1.00                                          | 1.01                        | \$7,575                    |
| Multi-Family Housing (Low-Rise)                  | 2                    | 220               | 0.56                                            | Dwelling Unit            | 1.00                                          | 0.56                        | \$4,200                    |
| Multi-Family Housing (Mid-Rise)                  | 2                    | 221               | 0.44                                            | Dwelling Unit            | 1.00                                          | 0.44                        | \$3,300                    |
| Mobile Home Park                                 | 2                    | 240               | 0.59                                            | Occupied Dwelling Unit   | 1.00                                          | 0.59                        | \$4,425                    |
| Senior Adult Housing-Detached                    | 2                    | 251               | 0.30                                            | Dwelling Unit            | 1.00                                          | 0.30                        | \$2,250                    |
| INSTITUTIONAL                                    |                      |                   |                                                 |                          |                                               |                             |                            |
| Public Park                                      |                      | 411               | 0.11                                            | Acre                     | 1.00                                          | 0.11                        | \$825                      |
| Multi-Purpose Recreational Facility              | 1                    | 435               | 3.58                                            | 1,000 sf GFA             | 1.00                                          | 3.58                        | \$26,850                   |
| Movie Theater                                    | 1                    | 444               | 0.09                                            | Seat                     | 1.00                                          | 0.09                        | \$675                      |
| Casino/Video Lottery Establishment               |                      | 473               | 13.49                                           | 1,000 sf GFA             | 1.00                                          | 13.49                       | \$101,175                  |
| Racquet / Tennis Club                            | 1                    | 491               | 3.82                                            | Court                    | 1.00                                          | 3.82                        | \$28,650                   |
| Health/Fitness Club                              |                      | 492               | 3.45                                            | 1,000 sf GFA             | 1.00                                          | 3.45                        | \$25,875                   |
| Elementary School                                |                      | 520               | 0.16                                            | Student                  | 1.00                                          | 0.16                        | \$1,200                    |
| Middle School/Junior High School                 |                      | 522               | 0.15                                            | Student                  | 1.00                                          | 0.15                        | \$1,125                    |
| High School                                      |                      | 525               | 0.14                                            | Student                  | 1.00                                          | 0.14                        | \$1,050                    |
| Private School (K-12)                            | 1                    | 532               | 0.17                                            | Student                  | 1.00                                          | 0.17                        | \$1,275                    |
| Church                                           |                      | 560               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$3,675                    |
| Day Care Center                                  | 4                    | 565               | 11.12                                           | 1,000 sf GFA             | 1.00                                          | 11.12                       | \$83,400                   |
| Library                                          |                      | 590               | 8.16                                            | 1,000 sf GFA             | 1.00                                          | 8.16                        | \$61,200                   |
| Hospital                                         | 2                    | 610               | 0.97                                            | 1,000 sf GFA             | 1.00                                          | 0.97                        | \$7,275                    |
| Nursing Home                                     |                      | 620               | 0.59                                            | 1,000 sf GFA             | 1.00                                          | 0.59                        | \$4,425                    |
| BUSINESS & COMMERCIAL                            |                      |                   |                                                 |                          |                                               |                             |                            |
| Hotel                                            | 3 (a)                | 310               | 0.60                                            | Room                     | 0.75                                          | 0.45                        | \$3,375                    |
| All Suites Hotel                                 | 3 (a)                | 311               | 0.36                                            | Room                     | 0.75                                          | 0.27                        | \$2,025                    |
| Motel                                            | 3 (a)                | 320               | 0.38                                            | Room                     | 0.75                                          | 0.29                        | \$2,138                    |
| Building Materials/Lumber Sales                  | 3 (a)                | 812               | 2.06                                            | 1,000 sf GFA             | 0.75                                          | 1.55                        | \$11,588                   |
| Free-Standing Discount Superstore                |                      | 813               | 4.33                                            | 1,000 sf GFA             | 0.71                                          | 3.07                        | \$23,057                   |
| Free-Standing Discount Store                     |                      | 815               | 4.83                                            | 1,000 sf GFA             | 0.83                                          | 4.01                        | \$30,067                   |
| Hardware/Paint Store                             |                      | 816               | 2.68                                            | 1,000 sf GFA             | 0.74                                          | 1.98                        | \$14,874                   |
| Nursery (Garden Center)                          |                      | 817               | 6.94                                            | 1,000 sf GFA             | 0.75                                          | 5.21                        | \$39,038                   |
| Nursery (Wholesale)                              |                      | 818               | 5.18                                            | 1,000 sf GFA             | 0.75                                          | 3.89                        | \$29,138                   |
| Shopping Center                                  | 2                    | 820               | 3.81                                            | 1,000 sf GLA             | 0.66                                          | 2.51                        | \$18,860                   |
| Quality Restaurant                               |                      | 931               | 7.80                                            | 1,000 sf GFA             | 0.56                                          | 4.37                        | \$32,760                   |
| High Turnover (Sit-Down) Restaurant              |                      | 932               | 9.77                                            | 1,000 sf GFA             | 0.57                                          | 5.57                        | \$41,767                   |
| Fast Food Restaurant without Drive-Through       | 1                    | 933               | 28.34                                           | 1,000 sf GFA             | 0.50                                          | 14.17                       | \$106,275                  |
| Fast Food Restaurant with Drive-Through          |                      | 934               | 32.67                                           | 1,000 sf GFA             | 0.5                                           | 16.34                       | \$122,513                  |
| Quick Lubrication Vehicle Shop                   |                      | 941               | 4.85                                            | Servicing Position       | 0.61                                          | 2.96                        | \$22,189                   |
| Automobile Care Center                           |                      | 942               | 3.11                                            | 1,000 sf GLA             | 0.61                                          | 1.90                        | \$14,228                   |
| Automobile Sales                                 |                      | 841               | 3.75                                            | 1,000 sf GFA             | 0.75                                          | 2.81                        | \$21,094                   |
| Automobile Parts Sales                           |                      | 843               | 4.91                                            | 1,000 sf GFA             | 0.57                                          | 2.80                        | \$20,990                   |
| Gasoline/Service Station                         |                      | 944               | 14.03                                           | Vehicle Fueling Position | 0.58                                          | 8.14                        | \$61,031                   |
| Gasoline/Service Station with Convenience Market |                      | 945               | 13.99                                           | Vehicle Fueling Position | 0.44                                          | 6.16                        | \$46,167                   |
| Self-Service Car Wash                            |                      | 947               | 5.54                                            | Wash Stall               | 0.77                                          | 4.27                        | \$31,994                   |
| Tire Store                                       |                      | 848               | 3.98                                            | 1,000 sf GFA             | 0.72                                          | 2.87                        | \$21,492                   |
| Tire Superstore                                  |                      | 849               | 2.11                                            | 1,000 sf GFA             | 0.72                                          | 1.52                        | \$11,394                   |
| Supermarket                                      | 2                    | 850               | 9.24                                            | 1,000 sf GFA             | 0.64                                          | 5.91                        | \$44,352                   |
| Convenience Market                               |                      | 851               | 49.11                                           | 1,000 sf GFA             | 0.49                                          | 24.06                       | \$180,479                  |
| Convenience Market with Gas Pumps                |                      | 853               | 49.29                                           | 1,000 sf GFA             | 0.34                                          | 16.76                       | \$125,690                  |
| Discount Supermarket                             |                      | 854               | 8.38                                            | 1,000 sf GFA             | 0.79                                          | 6.62                        | \$49,652                   |
| Discount Club                                    |                      | 857               | 4.18                                            | 1,000 sf GFA             | 0.63                                          | 2.63                        | \$19,751                   |
| Home Improvement Superstore                      |                      | 862               | 2.33                                            | 1,000 sf GFA             | 0.58                                          | 1.35                        | \$10,136                   |
| Electronics Superstore                           | 1                    | 863               | 4.26                                            | 1,000 sf GFA             | 0.60                                          | 2.56                        | \$19,170                   |
| Toy/Children's Superstore                        | 1, 3 (b)             | 864               | 5.00                                            | 1,000 sf GFA             | 0.66                                          | 3.30                        | \$24,750                   |
| Pet Supply Superstore                            |                      | 866               | 3.55                                            | 1,000 sf GFA             | 0.60                                          | 2.13                        | \$15,975                   |
| Apparel Store                                    | 3 (a)                | 876               | 4.12                                            | 1,000 sf GFA             | 0.75                                          | 3.09                        | \$23,175                   |
| Pharmacy/Drug Store without Drive-Through        |                      | 880               | 8.51                                            | 1,000 sf GFA             | 0.47                                          | 4.00                        | \$29,998                   |
| Pharmacy/Drug Store with Drive-Through           |                      | 881               | 10.29                                           | 1,000 sf GFA             | 0.51                                          | 5.25                        | \$39,359                   |
| Furniture Store                                  |                      | 890               | 0.52                                            | 1,000 sf GFA             | 0.47                                          | 0.24                        | \$1,833                    |
| Walk-in Bank                                     | 1, 3 (c)             | 911               | 12.13                                           | 1,000 sf GFA             | 0.65                                          | 7.88                        | \$59,134                   |
| Drive-in Bank                                    |                      | 912               | 20.45                                           | 1,000 sf GFA             | 0.65                                          | 13.29                       | \$99,694                   |
| OFFICE                                           |                      |                   |                                                 |                          |                                               |                             |                            |
| Clinic                                           | 1                    | 630               | 3.28                                            | 1,000 sf GFA             | 1.00                                          | 3.28                        | \$24,600                   |
| Animal Hospital/Veterinary Clinic                |                      | 640               | 3.53                                            | 1,000 sf GFA             | 1.00                                          | 3.53                        | \$26,475                   |
| General Office Building                          | 2                    | 710               | 1.15                                            | 1,000 sf GFA             | 1.00                                          | 1.15                        | \$8,625                    |
| Medical-Dental Office Building                   | 2                    | 720               | 3.46                                            | 1,000 sf GFA             | 1.00                                          | 3.46                        | \$25,950                   |
| United States Post Office                        |                      | 732               | 11.21                                           | 1,000 sf GFA             | 1.00                                          | 11.21                       | \$84,075                   |
| Office Park                                      | 1                    | 750               | 1.07                                            | 1,000 sf GFA             | 1.00                                          | 1.07                        | \$8,025                    |
| Research and Development Center                  | 2                    | 760               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$3,675                    |
| Business Park                                    | 1                    | 770               | 0.42                                            | 1,000 sf GFA             | 1.00                                          | 0.42                        | \$3,150                    |
| INDUSTRIAL                                       |                      |                   |                                                 |                          |                                               |                             |                            |
| General Light Industrial                         | 2                    | 110               | 0.63                                            | 1,000 sf GFA             | 1.00                                          | 0.63                        | \$4,725                    |
| Industrial Park                                  |                      | 130               | 0.40                                            | 1,000 sf GFA             | 1.00                                          | 0.40                        | \$3,000                    |
| Manufacturing                                    |                      | 140               | 0.67                                            | 1,000 sf GFA             | 1.00                                          | 0.67                        | \$5,025                    |
| Warehousing                                      | 2                    | 150               | 0.19                                            | 1,000 sf GFA             | 1.00                                          | 0.19                        | \$1,425                    |
| Mini-Warehouse (Self-Storage)                    |                      | 151               | 0.17                                            | 1,000 sf GFA             | 1.00                                          | 0.17                        | \$1,275                    |
| High-Cube Fulfillment Center Warehouse           | 1                    | 155               | 1.37                                            | 1,000 sf GFA             | 1.00                                          | 1.37                        | \$10,275                   |
| Utility                                          | 2                    | 170               | 2.27                                            | 1,000 sf GFA             | 1.00                                          | 2.27                        | \$17,025                   |
| PORT and TERMINAL                                |                      |                   |                                                 |                          |                                               |                             |                            |
| Intermodal Truck Terminal                        | 1                    | 30                | 1.87                                            | 1,000 sf GFA             | 1.00                                          | 1.87                        | \$14,025                   |
| Park-and-Ride Lot with Bus or Light Rail Service | 2                    | 90                | 0.43                                            | Parking Space            | 1.00                                          | 0.43                        | \$3,225                    |

\* Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.  
\*\* The Pass-By Trip Reduction Factor reduces the Average Trip Rate based on average Pass-By trip percentages published in the *ITE Trip Generation Handbook* (3rd Edition, 2017) and previously adopted factors.

NET NEW TRIP RATE CALCULATION:

ITE Trip Rate

Pass-By Reduction Factor

Net New Trip Rate

(1)

X

(2)

=

(3)

IMPACT FEE CALCULATION:

Net New Trip Rate

\$7,500

Impact Fee per Unit of Development

(3)

X

Per New PM Peak Hour Trip

=

(4)

NOTES:

(1) *Trip Generation* (10th Edition, 2017) has less than 6 studies supporting this average rate. Applicants are strongly encouraged to conduct, at their own expense, independent trip generation studies in support of their application.

(2) Alternatively, the PM peak hour trip regression equation in *Trip Generation* can be used instead of the average trip rate identified in the table. However the equation must be used according to the instructions in *Trip Generation*.

(3) No pass-by rates are available. Pass-by rates were estimated from other similar uses.

Code

Land Use

Pass-By Trip Reduction Factor

3 (a)

No Data Available 25% Estimated Pass-by

0.75

3 (b)

Shopping Center (850)

0.66

3 (c)

Drive-in Bank (912)

0.65

(4) Consistent with RCW 82.02.060, Day Care Centers shall not have a fee greater than that imposed on commercial development activities that generate a similar number, volume, type, and duration of vehicle trips.

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City of Edgewood  
Schedule of Transportation Impact Fees  
Cost per PM peak hour trip end = \$6,500 (2022)

| Land Use Category - ITE 9th Edition              | Notes<br>(see below) | ITE Land Use Code | ITE Average PM<br>Peak Hour Trip<br>Rate<br>(1) | Unit*                    | Pass-By Trip<br>Reduction<br>Factor **<br>(2) | Net New Trip<br>Rate<br>(3) | Impact Fee Per Unit<br>(4) |
|--------------------------------------------------|----------------------|-------------------|-------------------------------------------------|--------------------------|-----------------------------------------------|-----------------------------|----------------------------|
| RESIDENTIAL                                      |                      |                   |                                                 |                          |                                               |                             |                            |
| Single-Family Detached Housing                   | 2                    | 210               | 1.01                                            | Dwelling Unit            | 1.00                                          | 1.01                        | \$6,565                    |
| Multi-Family Housing (Low-Rise)                  | 2                    | 220               | 0.56                                            | Dwelling Unit            | 1.00                                          | 0.56                        | \$3,640                    |
| Multi-Family Housing (Mid-Rise)                  | 2                    | 221               | 0.44                                            | Dwelling Unit            | 1.00                                          | 0.44                        | \$2,860                    |
| Mobile Home Park                                 | 2                    | 240               | 0.59                                            | Occupied Dwelling Unit   | 1.00                                          | 0.59                        | \$3,835                    |
| Senior Adult Housing-Detached                    | 2                    | 251               | 0.30                                            | Dwelling Unit            | 1.00                                          | 0.30                        | \$1,950                    |
| INSTITUTIONAL                                    |                      |                   |                                                 |                          |                                               |                             |                            |
| Public Park                                      |                      | 411               | 0.11                                            | Acre                     | 1.00                                          | 0.11                        | \$715                      |
| Multi-Purpose Recreational Facility              | 1                    | 435               | 3.58                                            | 1,000 sf GFA             | 1.00                                          | 3.58                        | \$23,270                   |
| Movie Theater                                    | 1                    | 444               | 0.09                                            | Seat                     | 1.00                                          | 0.09                        | \$585                      |
| Casino/Video Lottery Establishment               |                      | 473               | 13.49                                           | 1,000 sf GFA             | 1.00                                          | 13.49                       | \$87,685                   |
| Racquet / Tennis Club                            | 1                    | 491               | 3.82                                            | Court                    | 1.00                                          | 3.82                        | \$24,830                   |
| Health/Fitness Club                              |                      | 492               | 3.45                                            | 1,000 sf GFA             | 1.00                                          | 3.45                        | \$22,425                   |
| Elementary School                                |                      | 520               | 0.16                                            | Student                  | 1.00                                          | 0.16                        | \$1,040                    |
| Middle School/Junior High School                 |                      | 522               | 0.15                                            | Student                  | 1.00                                          | 0.15                        | \$975                      |
| High School                                      |                      | 525               | 0.14                                            | Student                  | 1.00                                          | 0.14                        | \$910                      |
| Private School (K-12)                            | 1                    | 532               | 0.17                                            | Student                  | 1.00                                          | 0.17                        | \$1,105                    |
| Church                                           |                      | 560               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$3,185                    |
| Day Care Center                                  | 4                    | 565               | 11.12                                           | 1,000 sf GFA             | 1.00                                          | 11.12                       | \$72,280                   |
| Library                                          |                      | 590               | 8.16                                            | 1,000 sf GFA             | 1.00                                          | 8.16                        | \$53,040                   |
| Hospital                                         | 2                    | 610               | 0.97                                            | 1,000 sf GFA             | 1.00                                          | 0.97                        | \$6,305                    |
| Nursing Home                                     |                      | 620               | 0.59                                            | 1,000 sf GFA             | 1.00                                          | 0.59                        | \$3,835                    |
| BUSINESS & COMMERCIAL                            |                      |                   |                                                 |                          |                                               |                             |                            |
| Hotel                                            | 3 (a)                | 310               | 0.60                                            | Room                     | 0.75                                          | 0.45                        | \$2,925                    |
| All Suites Hotel                                 | 3 (a)                | 311               | 0.36                                            | Room                     | 0.75                                          | 0.27                        | \$1,755                    |
| Motel                                            | 3 (a)                | 320               | 0.38                                            | Room                     | 0.75                                          | 0.29                        | \$1,853                    |
| Building Materials/Lumber Sales                  | 3 (a)                | 812               | 2.06                                            | 1,000 sf GFA             | 0.75                                          | 1.55                        | \$10,043                   |
| Free-Standing Discount Superstore                |                      | 813               | 4.33                                            | 1,000 sf GFA             | 0.71                                          | 3.07                        | \$19,983                   |
| Free-Standing Discount Store                     |                      | 815               | 4.83                                            | 1,000 sf GFA             | 0.83                                          | 4.01                        | \$26,058                   |
| Hardware/Paint Store                             |                      | 816               | 2.68                                            | 1,000 sf GFA             | 0.74                                          | 1.98                        | \$12,891                   |
| Nursery (Garden Center)                          |                      | 817               | 6.94                                            | 1,000 sf GFA             | 0.75                                          | 5.21                        | \$33,833                   |
| Nursery (Wholesale)                              |                      | 818               | 5.18                                            | 1,000 sf GFA             | 0.75                                          | 3.89                        | \$25,253                   |
| Shopping Center                                  | 2                    | 820               | 3.81                                            | 1,000 sf GLA             | 0.66                                          | 2.51                        | \$16,345                   |
| Quality Restaurant                               |                      | 931               | 7.80                                            | 1,000 sf GFA             | 0.56                                          | 4.37                        | \$28,392                   |
| High Turnover (Sit-Down) Restaurant              |                      | 932               | 9.77                                            | 1,000 sf GFA             | 0.57                                          | 5.57                        | \$36,198                   |
| Fast Food Restaurant without Drive-Through       | 1                    | 933               | 28.34                                           | 1,000 sf GFA             | 0.50                                          | 14.17                       | \$92,105                   |
| Fast Food Restaurant with Drive-Through          |                      | 934               | 32.67                                           | 1,000 sf GFA             | 0.5                                           | 16.34                       | \$106,178                  |
| Quick Lubrication Vehicle Shop                   |                      | 941               | 4.85                                            | Servicing Position       | 0.61                                          | 2.96                        | \$19,230                   |
| Automobile Care Center                           |                      | 942               | 3.11                                            | 1,000 sf GLA             | 0.61                                          | 1.90                        | \$12,331                   |
| Automobile Sales                                 |                      | 841               | 3.75                                            | 1,000 sf GFA             | 0.75                                          | 2.81                        | \$18,281                   |
| Automobile Parts Sales                           |                      | 843               | 4.91                                            | 1,000 sf GFA             | 0.57                                          | 2.80                        | \$18,192                   |
| Gasoline/Service Station                         |                      | 944               | 14.03                                           | Vehicle Fueling Position | 0.58                                          | 8.14                        | \$52,893                   |
| Gasoline/Service Station with Convenience Market |                      | 945               | 13.99                                           | Vehicle Fueling Position | 0.44                                          | 6.16                        | \$40,011                   |
| Self-Service Car Wash                            |                      | 947               | 5.54                                            | Wash Stall               | 0.77                                          | 4.27                        | \$27,728                   |
| Tire Store                                       |                      | 848               | 3.98                                            | 1,000 sf GFA             | 0.72                                          | 2.87                        | \$18,626                   |
| Tire Superstore                                  |                      | 849               | 2.11                                            | 1,000 sf GFA             | 0.72                                          | 1.52                        | \$9,875                    |
| Supermarket                                      | 2                    | 850               | 9.24                                            | 1,000 sf GFA             | 0.64                                          | 5.91                        | \$38,438                   |
| Convenience Market                               |                      | 851               | 49.11                                           | 1,000 sf GFA             | 0.49                                          | 24.06                       | \$156,415                  |
| Convenience Market with Gas Pumps                |                      | 853               | 49.29                                           | 1,000 sf GFA             | 0.34                                          | 16.76                       | \$108,931                  |
| Discount Supermarket                             |                      | 854               | 8.38                                            | 1,000 sf GFA             | 0.79                                          | 6.62                        | \$43,031                   |
| Discount Club                                    |                      | 857               | 4.18                                            | 1,000 sf GFA             | 0.63                                          | 2.63                        | \$17,117                   |
| Home Improvement Superstore                      |                      | 862               | 2.33                                            | 1,000 sf GFA             | 0.58                                          | 1.35                        | \$8,784                    |
| Electronics Superstore                           | 1                    | 863               | 4.26                                            | 1,000 sf GFA             | 0.60                                          | 2.56                        | \$16,614                   |
| Toy/Children's Superstore                        | 1, 3 (b)             | 864               | 5.00                                            | 1,000 sf GFA             | 0.66                                          | 3.30                        | \$21,450                   |
| Pet Supply Superstore                            |                      | 866               | 3.55                                            | 1,000 sf GFA             | 0.60                                          | 2.13                        | \$13,845                   |
| Apparel Store                                    | 3 (a)                | 876               | 4.12                                            | 1,000 sf GFA             | 0.75                                          | 3.09                        | \$20,085                   |
| Pharmacy/Drug Store without Drive-Through        |                      | 880               | 8.51                                            | 1,000 sf GFA             | 0.47                                          | 4.00                        | \$25,998                   |
| Pharmacy/Drug Store with Drive-Through           |                      | 881               | 10.29                                           | 1,000 sf GFA             | 0.51                                          | 5.25                        | \$34,111                   |
| Furniture Store                                  |                      | 890               | 0.52                                            | 1,000 sf GFA             | 0.47                                          | 0.24                        | \$1,589                    |
| Walk-in Bank                                     | 1, 3 (c)             | 911               | 12.13                                           | 1,000 sf GFA             | 0.65                                          | 7.88                        | \$51,249                   |
| Drive-in Bank                                    |                      | 912               | 20.45                                           | 1,000 sf GFA             | 0.65                                          | 13.29                       | \$86,401                   |
| OFFICE                                           |                      |                   |                                                 |                          |                                               |                             |                            |
| Clinic                                           | 1                    | 630               | 3.28                                            | 1,000 sf GFA             | 1.00                                          | 3.28                        | \$21,320                   |
| Animal Hospital/Veterinary Clinic                |                      | 640               | 3.53                                            | 1,000 sf GFA             | 1.00                                          | 3.53                        | \$22,945                   |
| General Office Building                          | 2                    | 710               | 1.15                                            | 1,000 sf GFA             | 1.00                                          | 1.15                        | \$7,475                    |
| Medical-Dental Office Building                   | 2                    | 720               | 3.46                                            | 1,000 sf GFA             | 1.00                                          | 3.46                        | \$22,490                   |
| United States Post Office                        |                      | 732               | 11.21                                           | 1,000 sf GFA             | 1.00                                          | 11.21                       | \$72,865                   |
| Office Park                                      | 1                    | 750               | 1.07                                            | 1,000 sf GFA             | 1.00                                          | 1.07                        | \$6,955                    |
| Research and Development Center                  | 2                    | 760               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$3,185                    |
| Business Park                                    | 1                    | 770               | 0.42                                            | 1,000 sf GFA             | 1.00                                          | 0.42                        | \$2,730                    |
| INDUSTRIAL                                       |                      |                   |                                                 |                          |                                               |                             |                            |
| General Light Industrial                         | 2                    | 110               | 0.63                                            | 1,000 sf GFA             | 1.00                                          | 0.63                        | \$4,095                    |
| Industrial Park                                  |                      | 130               | 0.40                                            | 1,000 sf GFA             | 1.00                                          | 0.40                        | \$2,600                    |
| Manufacturing                                    |                      | 140               | 0.67                                            | 1,000 sf GFA             | 1.00                                          | 0.67                        | \$4,355                    |
| Warehousing                                      | 2                    | 150               | 0.19                                            | 1,000 sf GFA             | 1.00                                          | 0.19                        | \$1,235                    |
| Mini-Warehouse (Self-Storage)                    |                      | 151               | 0.17                                            | 1,000 sf GFA             | 1.00                                          | 0.17                        | \$1,105                    |
| High-Cube Fulfillment Center Warehouse           | 1                    | 155               | 1.37                                            | 1,000 sf GFA             | 1.00                                          | 1.37                        | \$8,905                    |
| Utility                                          | 2                    | 170               | 2.27                                            | 1,000 sf GFA             | 1.00                                          | 2.27                        | \$14,755                   |
| PORT and TERMINAL                                |                      |                   |                                                 |                          |                                               |                             |                            |
| Intermodal Truck Terminal                        | 1                    | 30                | 1.87                                            | 1,000 sf GFA             | 1.00                                          | 1.87                        | \$12,155                   |
| Park-and-Ride Lot with Bus or Light Rail Service | 2                    | 90                | 0.43                                            | Parking Space            | 1.00                                          | 0.43                        | \$2,795                    |

\* Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.  
\*\* The Pass-By Trip Reduction Factor reduces the Average Trip Rate based on average Pass-By trip percentages published in the *ITE Trip Generation Handbook* (3rd Edition, 2017) and previously adopted factors.

NET NEW TRIP RATE CALCULATION:

ITE Trip Rate

Pass-By Reduction Factor

Net New Trip Rate

(1)

X

(2)

=

(3)

IMPACT FEE CALCULATION:

Net New Trip Rate

\$6,500

Impact Fee per Unit of Development

(3)

X

Per New PM Peak Hour Trip

=

(4)

NOTES:

(1) Trip Generation (10th Edition, 2017) has less than 6 studies supporting this average rate. Applicants are strongly encouraged to conduct, at their own expense, independent trip generation studies in support of their application.

(2) Alternatively, the PM peak hour trip regression equation in Trip Generation can be used instead of the average trip rate identified in the table. However the equation must be used according to the instructions in Trip Generation.

(3) No pass-by rates are available. Pass-by rates were estimated from other similar uses.

Code

Land Use

Pass-By Trip Reduction Factor

3 (a)

No Data Available 25% Estimated Pass-by

0.75

3 (b)

Shopping Center (850)

0.66

3 (c)

Drive-in Bank (912)

0.65

(4) Consistent with RCW 82.02.060, Day Care Centers shall not have a fee greater than that imposed on commercial development activities that generate a similar number, volume, type, and duration of vehicle trips.

Transpo Group

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City of Edgewood  
Schedule of Transportation Impact Fees  
Cost per PM peak hour trip end = \$8,500 (2023)

| Land Use Category - ITE 9th Edition              | Notes<br>(see below) | ITE Land Use Code | ITE Average PM<br>Peak Hour Trip<br>Rate<br>(1) | Unit*                    | Pass-By Trip<br>Reduction<br>Factor **<br>(2) | Net New Trip<br>Rate<br>(3) | Impact Fee Per Unit<br>(4) |
|--------------------------------------------------|----------------------|-------------------|-------------------------------------------------|--------------------------|-----------------------------------------------|-----------------------------|----------------------------|
| RESIDENTIAL                                      |                      |                   |                                                 |                          |                                               |                             |                            |
| Single-Family Detached Housing                   | 2                    | 210               | 1.01                                            | Dwelling Unit            | 1.00                                          | 1.01                        | \$8,585                    |
| Multi-Family Housing (Low-Rise)                  | 2                    | 220               | 0.56                                            | Dwelling Unit            | 1.00                                          | 0.56                        | \$4,760                    |
| Multi-Family Housing (Mid-Rise)                  | 2                    | 221               | 0.44                                            | Dwelling Unit            | 1.00                                          | 0.44                        | \$3,740                    |
| Mobile Home Park                                 | 2                    | 240               | 0.59                                            | Occupied Dwelling Unit   | 1.00                                          | 0.59                        | \$5,015                    |
| Senior Adult Housing-Detached                    | 2                    | 251               | 0.30                                            | Dwelling Unit            | 1.00                                          | 0.30                        | \$2,550                    |
| INSTITUTIONAL                                    |                      |                   |                                                 |                          |                                               |                             |                            |
| Public Park                                      |                      | 411               | 0.11                                            | Acre                     | 1.00                                          | 0.11                        | \$935                      |
| Multi-Purpose Recreational Facility              | 1                    | 435               | 3.58                                            | 1,000 sf GFA             | 1.00                                          | 3.58                        | \$30,430                   |
| Movie Theater                                    | 1                    | 444               | 0.09                                            | Seat                     | 1.00                                          | 0.09                        | \$765                      |
| Casino/Video Lottery Establishment               |                      | 473               | 13.49                                           | 1,000 sf GFA             | 1.00                                          | 13.49                       | \$114,665                  |
| Racquet / Tennis Club                            | 1                    | 491               | 3.82                                            | Court                    | 1.00                                          | 3.82                        | \$32,470                   |
| Health/Fitness Club                              |                      | 492               | 3.45                                            | 1,000 sf GFA             | 1.00                                          | 3.45                        | \$29,325                   |
| Elementary School                                |                      | 520               | 0.16                                            | Student                  | 1.00                                          | 0.16                        | \$1,360                    |
| Middle School/Junior High School                 |                      | 522               | 0.15                                            | Student                  | 1.00                                          | 0.15                        | \$1,275                    |
| High School                                      |                      | 525               | 0.14                                            | Student                  | 1.00                                          | 0.14                        | \$1,190                    |
| Private School (K-12)                            | 1                    | 532               | 0.17                                            | Student                  | 1.00                                          | 0.17                        | \$1,445                    |
| Church                                           |                      | 560               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$4,165                    |
| Day Care Center                                  | 4                    | 565               | 11.12                                           | 1,000 sf GFA             | 1.00                                          | 11.12                       | \$94,520                   |
| Library                                          |                      | 590               | 8.16                                            | 1,000 sf GFA             | 1.00                                          | 8.16                        | \$69,360                   |
| Hospital                                         | 2                    | 610               | 0.97                                            | 1,000 sf GFA             | 1.00                                          | 0.97                        | \$8,245                    |
| Nursing Home                                     |                      | 620               | 0.59                                            | 1,000 sf GFA             | 1.00                                          | 0.59                        | \$5,015                    |
| BUSINESS & COMMERCIAL                            |                      |                   |                                                 |                          |                                               |                             |                            |
| Hotel                                            | 3 (a)                | 310               | 0.60                                            | Room                     | 0.75                                          | 0.45                        | \$3,825                    |
| All Suites Hotel                                 | 3 (a)                | 311               | 0.36                                            | Room                     | 0.75                                          | 0.27                        | \$2,295                    |
| Motel                                            | 3 (a)                | 320               | 0.38                                            | Room                     | 0.75                                          | 0.29                        | \$2,423                    |
| Building Materials/Lumber Sales                  | 3 (a)                | 812               | 2.06                                            | 1,000 sf GFA             | 0.75                                          | 1.55                        | \$13,133                   |
| Free-Standing Discount Superstore                |                      | 813               | 4.33                                            | 1,000 sf GFA             | 0.71                                          | 3.07                        | \$26,132                   |
| Free-Standing Discount Store                     |                      | 815               | 4.83                                            | 1,000 sf GFA             | 0.83                                          | 4.01                        | \$34,076                   |
| Hardware/Paint Store                             |                      | 816               | 2.68                                            | 1,000 sf GFA             | 0.74                                          | 1.98                        | \$16,857                   |
| Nursery (Garden Center)                          |                      | 817               | 6.94                                            | 1,000 sf GFA             | 0.75                                          | 5.21                        | \$44,243                   |
| Nursery (Wholesale)                              |                      | 818               | 5.18                                            | 1,000 sf GFA             | 0.75                                          | 3.89                        | \$33,023                   |
| Shopping Center                                  | 2                    | 820               | 3.81                                            | 1,000 sf GLA             | 0.66                                          | 2.51                        | \$21,374                   |
| Quality Restaurant                               |                      | 931               | 7.80                                            | 1,000 sf GFA             | 0.56                                          | 4.37                        | \$37,128                   |
| High Turnover (Sit-Down) Restaurant              |                      | 932               | 9.77                                            | 1,000 sf GFA             | 0.57                                          | 5.57                        | \$47,336                   |
| Fast Food Restaurant without Drive-Through       | 1                    | 933               | 28.34                                           | 1,000 sf GFA             | 0.50                                          | 14.17                       | \$120,445                  |
| Fast Food Restaurant with Drive-Through          |                      | 934               | 32.67                                           | 1,000 sf GFA             | 0.5                                           | 16.34                       | \$138,848                  |
| Quick Lubrication Vehicle Shop                   |                      | 941               | 4.85                                            | Servicing Position       | 0.61                                          | 2.96                        | \$25,147                   |
| Automobile Care Center                           |                      | 942               | 3.11                                            | 1,000 sf GLA             | 0.61                                          | 1.90                        | \$16,125                   |
| Automobile Sales                                 |                      | 841               | 3.75                                            | 1,000 sf GFA             | 0.75                                          | 2.81                        | \$23,906                   |
| Automobile Parts Sales                           |                      | 843               | 4.91                                            | 1,000 sf GFA             | 0.57                                          | 2.80                        | \$23,789                   |
| Gasoline/Service Station                         |                      | 944               | 14.03                                           | Vehicle Fueling Position | 0.58                                          | 8.14                        | \$69,168                   |
| Gasoline/Service Station with Convenience Market |                      | 945               | 13.99                                           | Vehicle Fueling Position | 0.44                                          | 6.16                        | \$52,323                   |
| Self-Service Car Wash                            |                      | 947               | 5.54                                            | Wash Stall               | 0.77                                          | 4.27                        | \$36,259                   |
| Tire Store                                       |                      | 848               | 3.98                                            | 1,000 sf GFA             | 0.72                                          | 2.87                        | \$24,358                   |
| Tire Superstore                                  |                      | 849               | 2.11                                            | 1,000 sf GFA             | 0.72                                          | 1.52                        | \$12,913                   |
| Supermarket                                      | 2                    | 850               | 9.24                                            | 1,000 sf GFA             | 0.64                                          | 5.91                        | \$50,266                   |
| Convenience Market                               |                      | 851               | 49.11                                           | 1,000 sf GFA             | 0.49                                          | 24.06                       | \$204,543                  |
| Convenience Market with Gas Pumps                |                      | 853               | 49.29                                           | 1,000 sf GFA             | 0.34                                          | 16.76                       | \$142,448                  |
| Discount Supermarket                             |                      | 854               | 8.38                                            | 1,000 sf GFA             | 0.79                                          | 6.62                        | \$56,272                   |
| Discount Club                                    |                      | 857               | 4.18                                            | 1,000 sf GFA             | 0.63                                          | 2.63                        | \$22,384                   |
| Home Improvement Superstore                      |                      | 862               | 2.33                                            | 1,000 sf GFA             | 0.58                                          | 1.35                        | \$11,487                   |
| Electronics Superstore                           | 1                    | 863               | 4.26                                            | 1,000 sf GFA             | 0.60                                          | 2.56                        | \$21,726                   |
| Toy/Children's Superstore                        | 1, 3 (b)             | 864               | 5.00                                            | 1,000 sf GFA             | 0.66                                          | 3.30                        | \$28,050                   |
| Pet Supply Superstore                            |                      | 866               | 3.55                                            | 1,000 sf GFA             | 0.60                                          | 2.13                        | \$18,105                   |
| Apparel Store                                    | 3 (a)                | 876               | 4.12                                            | 1,000 sf GFA             | 0.75                                          | 3.09                        | \$26,265                   |
| Pharmacy/Drug Store without Drive-Through        |                      | 880               | 8.51                                            | 1,000 sf GFA             | 0.47                                          | 4.00                        | \$33,997                   |
| Pharmacy/Drug Store with Drive-Through           |                      | 881               | 10.29                                           | 1,000 sf GFA             | 0.51                                          | 5.25                        | \$44,607                   |
| Furniture Store                                  |                      | 890               | 0.52                                            | 1,000 sf GFA             | 0.47                                          | 0.24                        | \$2,077                    |
| Walk-in Bank                                     | 1, 3 (c)             | 911               | 12.13                                           | 1,000 sf GFA             | 0.65                                          | 7.88                        | \$67,018                   |
| Drive-in Bank                                    |                      | 912               | 20.45                                           | 1,000 sf GFA             | 0.65                                          | 13.29                       | \$112,986                  |
| OFFICE                                           |                      |                   |                                                 |                          |                                               |                             |                            |
| Clinic                                           | 1                    | 630               | 3.28                                            | 1,000 sf GFA             | 1.00                                          | 3.28                        | \$27,880                   |
| Animal Hospital/Veterinary Clinic                |                      | 640               | 3.53                                            | 1,000 sf GFA             | 1.00                                          | 3.53                        | \$30,005                   |
| General Office Building                          | 2                    | 710               | 1.15                                            | 1,000 sf GFA             | 1.00                                          | 1.15                        | \$9,775                    |
| Medical-Dental Office Building                   | 2                    | 720               | 3.46                                            | 1,000 sf GFA             | 1.00                                          | 3.46                        | \$29,410                   |
| United States Post Office                        |                      | 732               | 11.21                                           | 1,000 sf GFA             | 1.00                                          | 11.21                       | \$95,285                   |
| Office Park                                      | 1                    | 750               | 1.07                                            | 1,000 sf GFA             | 1.00                                          | 1.07                        | \$9,095                    |
| Research and Development Center                  | 2                    | 760               | 0.49                                            | 1,000 sf GFA             | 1.00                                          | 0.49                        | \$4,165                    |
| Business Park                                    | 1                    | 770               | 0.42                                            | 1,000 sf GFA             | 1.00                                          | 0.42                        | \$3,570                    |
| INDUSTRIAL                                       |                      |                   |                                                 |                          |                                               |                             |                            |
| General Light Industrial                         | 2                    | 110               | 0.63                                            | 1,000 sf GFA             | 1.00                                          | 0.63                        | \$5,355                    |
| Industrial Park                                  |                      | 130               | 0.40                                            | 1,000 sf GFA             | 1.00                                          | 0.40                        | \$3,400                    |
| Manufacturing                                    |                      | 140               | 0.67                                            | 1,000 sf GFA             | 1.00                                          | 0.67                        | \$5,695                    |
| Warehousing                                      | 2                    | 150               | 0.19                                            | 1,000 sf GFA             | 1.00                                          | 0.19                        | \$1,615                    |
| Mini-Warehouse (Self-Storage)                    |                      | 151               | 0.17                                            | 1,000 sf GFA             | 1.00                                          | 0.17                        | \$1,445                    |
| High-Cube Fulfillment Center Warehouse           | 1                    | 155               | 1.37                                            | 1,000 sf GFA             | 1.00                                          | 1.37                        | \$11,645                   |
| Utility                                          | 2                    | 170               | 2.27                                            | 1,000 sf GFA             | 1.00                                          | 2.27                        | \$19,295                   |
| PORT and TERMINAL                                |                      |                   |                                                 |                          |                                               |                             |                            |
| Intermodal Truck Terminal                        | 1                    | 30                | 1.87                                            | 1,000 sf GFA             | 1.00                                          | 1.87                        | \$15,895                   |
| Park-and-Ride Lot with Bus or Light Rail Service | 2                    | 90                | 0.43                                            | Parking Space            | 1.00                                          | 0.43                        | \$3,655                    |

\* Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.  
\*\* The Pass-By Trip Reduction Factor reduces the Average Trip Rate based on average Pass-By trip percentages published in the *ITE Trip Generation Handbook* (3rd Edition, 2017) and previously adopted factors.

NET NEW TRIP RATE CALCULATION:

ITE Trip Rate

Pass-By Reduction Factor

Net New Trip Rate

(1)

X

(2)

=

(3)

IMPACT FEE CALCULATION:

Net New Trip Rate

\$8,500

Impact Fee per Unit of Development

(3)

X

Per New PM Peak Hour Trip

=

(4)

NOTES:

(1) Trip Generation (10th Edition, 2017) has less than 6 studies supporting this average rate. Applicants are strongly encouraged to conduct, at their own expense, independent trip generation studies in support of their application.

(2) Alternatively, the PM peak hour trip regression equation in Trip Generation can be used instead of the average trip rate identified in the table. However the equation must be used according to the instructions in Trip Generation.

(3) No pass-by rates are available. Pass-by rates were estimated from other similar uses.

Code

Land Use

Pass-By Trip Reduction Factor

3 (a)

No Data Available 25% Estimated Pass-by

0.75

3 (b)

Shopping Center (850)

0.66

3 (c)

Drive-in Bank (912)

0.65

(4) Consistent with RCW 82.02.060, Day Care Centers shall not have a fee greater than that imposed on commercial development activities that generate a similar number, volume, type, and duration of vehicle trips.

Transpo Group

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| Transportation Impact Fees - Forecasting Scenarios <b>UPDATED 12/15/2021</b>                                                        |                   |              |                                                            |             |                   |             |                     |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|------------------------------------------------------------|-------------|-------------------|-------------|---------------------|
| <u>Revenue History</u>                                                                                                              |                   |              |                                                            |             |                   |             |                     |
| <b>Year</b>                                                                                                                         | <b>2017</b>       | <b>2018</b>  | <b>2019</b>                                                | <b>2020</b> | <b>2021 (YTD)</b> |             |                     |
| Impact Fees Collected                                                                                                               | \$ 647,635        | \$ 2,013,636 | \$ 555,240                                                 | \$ 680,307  | \$ 680,000        |             |                     |
| # of Trips Represented                                                                                                              | 146               | 456          | 125                                                        | 154         | 154               |             |                     |
| <u>Anticipated Impact Fee Revenues</u>                                                                                              |                   |              | <u>Anticipated Impact Fee Expenditures (2022-2027 CIP)</u> |             |                   |             |                     |
| <b>Permits In Progress</b>                                                                                                          | <b># of Trips</b> |              | Total Transportation Project Costs \$31,040,100            |             |                   |             |                     |
| Multifamily                                                                                                                         | 300               |              | Total Cost of Projects w/ TIF Eligibility \$26,965,100     |             |                   |             |                     |
| Single Family                                                                                                                       | 55                |              | <b>Proposed TIF Expenditures in CIP \$12,917,020</b>       |             |                   |             |                     |
| Industrial                                                                                                                          | 471               |              | <b>Total TIF Expenditures in TIF Program \$40,676,420</b>  |             |                   |             |                     |
| <b>Year</b>                                                                                                                         | <b>2022</b>       | <b>2023</b>  | <b>2024</b>                                                | <b>2025</b> | <b>2026</b>       | <b>2027</b> | <b>6-Yr Totals</b>  |
| # of Trips Expected                                                                                                                 | 450               | 350          | 250                                                        | 150         | 100               | 100         | <b>1400</b>         |
| <u>Projected Revenue Scenarios:</u>                                                                                                 |                   |              |                                                            |             |                   |             |                     |
| 1) Increase to \$6,000 (2022), \$7,500 (2023)                                                                                       | \$2,700,000       | \$2,625,000  | \$1,875,000                                                | \$1,125,000 | \$750,000         | \$750,000   | <b>\$9,825,000</b>  |
| 2) Increase to \$6,500 (2022), \$8,500 (2023)                                                                                       | \$2,925,000       | \$2,975,000  | \$2,125,000                                                | \$1,275,000 | \$850,000         | \$850,000   | <b>\$11,000,000</b> |
| Note: The amounts shown herein are in 2022/2023 dollars. The proposed ordinance includes an index-based escalator starting in 2024. |                   |              |                                                            |             |                   |             |                     |

## ORDINANCE NO. 21-0XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO TRAFFIC IMPACT FEES, ESTABLISHING AN UPDATED, TRAFFIC IMPACT FEE SCHEDULE, BASED ON A TRAFFIC IMPACT FEE PROGRAM REPORT PUBLISHED IN OCTOBER 2021 BY TRANSPO GROUP; AMENDING EMC 4.30.130; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Chapter 82.02 RCW, the City of Edgewood has adopted a traffic impact fee program and has codified regulations governing the calculation, assessment, collection, refund and administration of such fees at Chapter 4.30 EMC; and

**WHEREAS**, the City tasked their on-call transportation engineer, Transpo Group, with updating the Traffic Impact Fee Program underlying Chapter 4.30 EMC, in order to more closely align the impact fee with the City's adopted Capital Improvement Plan, Transportation Improvement Plan, and Capital Facilities element of the Comprehensive Plan; and

**WHEREAS**, on October 19, 2021, the City Council reviewed the DRAFT Traffic Impact Fee Program report and proposed impact fee rate; and

**WHEREAS**, on October 26, 2021, the City Council held a public hearing to receive public comments on the proposed changes to the Traffic Impact Fee program and associated fee; and

**WHEREAS**, the Council considered this Ordinance during its study sessions on November 2, 2021 and November 30, 2021, and December 21, 2021, and regular City Council meeting on December 28, 2021;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

**Section 1. Findings.** The recitals above are hereby adopted as legislative findings in support of this ordinance. The City Council further adopts by reference previously held study session agenda bills of October 19, 2021, November 2, 2021, November 30, 2021, and December 14, 2021 as additional findings.

**Section 2. Updated Program Adopted.** The City of Edgewood Transportation Impact Fee Program report is hereby updated by adopting 2021 Traffic Impact Fee Program report and impact fee rate schedule pursuant to EMC 4.30.150.

**Section 3. Edgewood Municipal Code Section 4.30.130, Amended.** Edgewood Municipal Code Section 4.30.130, Council review of impact fees, is hereby amended as set forth below:

4.30.130 Council review of impact fees.

A. The impact fee schedule adopted pursuant to this chapter shall be reviewed by the city council, as it deems necessary and appropriate, in conjunction with the update of the city's transportation improvement program. Amendments or updates to the impact fee schedule shall be adopted by ordinance.

B. Notwithstanding subsection (A) above, the impact fee schedule shall be automatically updated for inflation annually using the following procedures:

1. The Public Works Director shall use the Construction Cost Index for Seattle (June-June) published by the Engineering News Record to calculate annual inflation adjustments in the impact fee schedule. The impact fee schedule shall not be adjusted for inflation if the index remains unchanged.

2. The indexed impact fee schedule shall be effective January 1 beginning in 2024, and on January 1 of each year thereafter. A copy of the indexed impact fee schedule shall be provided to the City Council each December, but the indexed impact fee schedule shall become effective without further Council action.

**Section 4. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 5. Effective Date.** A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

**ADOPTED THIS 28<sup>TH</sup> DAY OF DECEMBER, 2021.**

\_\_\_\_\_  
Daryl Eiding, Mayor

**ATTEST:**

\_\_\_\_\_  
Rachel Pitzel, CMC  
City Clerk

APPROVED AS TO FORM:

---

Ann Marie Soto, City Attorney

*Published: 12/30/2021*

*Effective Date: **TBD***

DRAFT





## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>Discussion - Resolution - Edgemont Playground Equipment                                                                                                                                                                                                                                                                    | <b>Agenda Item #:</b> 2.F                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                               | <b>For Agenda of:</b> 12/21/2021                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                               | <b>Prepared by:</b> Jeremy Metzler                                                                                                                                 |
| <b>Attachments (list):</b> <ol style="list-style-type: none"> <li>Resolution 21-0xxx - Playground Equipment Installation Contract Award</li> <li>Edgemont - Signed Agreement</li> <li>Ex. A - Edgewood, City of - Edgemont Park - 100821RR-01</li> <li>Edgemont Playground (9-30-21)</li> <li>Ex. B - NW Playground KCDA Agreement</li> </ol> |                                                                                                                                                                    |
| <b>Approval of Materials:</b><br>Jeremy Metzler<br>Rachel Pitzel 12/16/2021<br>Dave Gray 12/17/2021<br>Daryl Eidinger 12/17/2021                                                                                                                                                                                                              | <b>Expenditure Required:</b><br>\$214,967.26<br><b>Amount Budgeted:</b><br>\$275,000 (2021 CIP Project P-7)<br><b>Timeline:</b><br>12/21/2021 SS<br>12/28/2021 RCM |

### Summary Statement:

The playground equipment at Edgemont Park is over 20 years old and has become difficult to maintain in a safe and operable manner. Following a comprehensive safety inspection in November 2020, the Mayor directed staff to investigate replacement costs. The Parks and Recreation Advisory Board (PRAB) first discussed replacement of the playground equipment in December 2020, agreed that was worth pursuing, and evaluated several options over the course of the next several months.

After reviewing 10 different configurations from 3 different vendors, selecting the preferred alternative, and soliciting public input on specific play features, the PRAB recommends replacing the existing playground equipment at Edgemont Park with the attached design. To ensure a public playground remains open and available to the citizens, this work would not be authorized before the new Edgewood Community Park is open and available to the public. Since the conversation with Council on November 2nd, staff has coordinated with legal and the selected vendor to prepare the attached draft resolution and agreement. Staff is prepared to bring forward the attached draft resolution at next week's regular meeting authorizing the purchase and installation of this equipment.

### Item History:

11/02/2021 SS

### Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution - Edgemont Playground Equipment

**Fiscal Note/Consideration:**

Of the \$275,000 identified in the Capital Improvement Plan for Edgemont Park, \$60,032.74 would remain after the playground equipment is purchased, installed, and old equipment disposed of.

**RESOLUTION NO. 21-xxx**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EDGEWOOD, WASHINGTON,  
AWARDING THE CONTRACT FOR  
INSTALLATION OF PLAYGROUND EQUIPMENT  
AT EDMONT PARK**

**WHEREAS**, the City Council has decided to have certain playground equipment installed at Edgemont Park, within the City of Edgewood; and

**WHEREAS**, the City, through an Interlocal Agreement executed pursuant to RCW Ch. 39.34, is a member of the King County Directors Association (KCDA), a purchasing cooperative; and

**WHEREAS**, KCDA has a contract with Northwest Playground Equipment, Inc. for playground equipment and installation services; and

**WHEREAS**, the Public Works Director scrutinized the KCDA contract with Northwest Playground Equipment, Inc. and determined the contract meets and includes all requirements for the City's needs for Edgemont Park; and

**WHEREAS**, the City wishes to "piggyback" per the ILA with KCDA on the contract between KCDA and Northwest Playground Equipment, Inc. by entering into a project agreement with Northwest Playground Equipment, Inc.;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes the Mayor to execute the project contract between the City of Edgewood and Northwest Playground Equipment, Inc. in the amount not to exceed \$214,967.26 for installation of Playground Equipment at Edgemont Park, which is attached hereto as Exhibit A.

**Section 2.** This resolution will take effect immediately upon passage by the City Council.

**ADOPTED THIS 28<sup>TH</sup> DAY OF DECEMBER, 2021.**

---

Daryl Eiding, Mayor

**ATTEST:**

---

Rachel Pitzel, City Clerk

**Exhibit A**  
**Agreement**

DRAFT

**PROJECT AGREEMENT  
CITY OF EDGEWOOD AND NORTHWEST  
PLAYGROUND EQUIPMENT, INC.**

**THIS AGREEMENT** made and entered into by and between the **City of Edgewood**, a Washington municipal corporation (the “City”), and **Northwest Playground Equipment, Inc. a Washington corporation** (the “Vendor”), effective as of the last date signed below.

Vendor Business: Northwest Playground Equipment, Inc.

Vendor Address: P.O. Box 2410  
Issaquah, WA 98027

Vendor Phone: (425) 313-9161

Contact Name: Chris McGarvey

Vendor e-mail: chris@nwplayground.com

Federal Employee ID No.: # 91-1719261

Authorized Vendor Chris McGarvey  
Representative for this contract:

Authorized City Representative  
for this contract: Jeremy Metzler, Public Works Director

**WHEREAS**, the City of Edgewood desires to purchase and have installed certain playground equipment for its Edgemont Park; and

**WHEREAS**, RCW 39.34.030 allows cities, as an alternative to competitive bidding, to enter into an agreement using the contract terms previously negotiated by another public agency for the same goods and services; and

**WHEREAS**, the City is a member of King County Directors Association (KCDA), a cooperative purchasing organization for public sector procurement, and the Vendor is a party to a cooperative purchasing contract with KCDA that includes the playground equipment and installation services the City needs for Edgemont Park; and

**WHEREAS**, the City has reviewed the contract between Vendor and KDCA and finds that it meets the criteria required for a contract under chapter 39.34 RCW; and

**WHEREAS**, City staff have evaluated the Vendor proposal and determined that the Vendor’s proposal meets the minimum qualifications criteria for the Project work and represents the lowest-cost, responsive offer for the Project work from a responsible bidder.

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Engagement of Vendor and Incorporation of KCDA contract terms.**

A. The City retains the Vendor to provide and install the playground equipment described in Exhibit A attached and incorporated herein (the “Work”) for the Project on the terms provided for in the KCDA contract between Vendor and KCDA in Exhibit B attached and incorporated herein.

B. The City and Vendor may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the City and Vendor within



the parameters allowed by Exhibit B and chapter 39.34 RCW.

C. The project manager(s) of the Work shall be Jeremy Metzler and Chris McGarvey. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Exhibit A Work shall commence when the City issues a notice to proceed (anticipated January 2022), and it shall be completed no later than April 30, 2022, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Vendor shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

## **2. Compensation.**

A. The total compensation to be paid to Vendor for the Work in Exhibit A, including all services and expenses, shall not exceed Two-Hundred Fourteen Thousand Nine-Hundred Sixty-Seven and 26/100 Dollars (\$214,967.26). Vendor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Vendor and sub-contractors.

B. Vendor shall send invoices electronically to [finance@cityofedgewood.org](mailto:finance@cityofedgewood.org), accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

## **3. Notices.**

A. Notices to the City of Edgewood shall be sent to the following address:

City of Edgewood  
Attn: Jeremy Metzler, Public Works Director  
2224 104<sup>th</sup> Avenue E  
Edgewood, WA 98372  
Email: [jeremy@cityofedgewood.org](mailto:jeremy@cityofedgewood.org)

B. Notices to the Vendor shall be sent to the following address:

Northwest Playground Equipment, Inc.  
Attn: Chris McGarvey  
PO Box 2410  
Issaquah, WA 98027  
Email: [chris@nwplayground.com](mailto:chris@nwplayground.com)

## **3. Venue.**

A. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in Pierce County.

## **4. Insurance.**

A. Pursuant to Exhibit B, “[a] certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work.” Further, also

and endorsements.”

**5. Counterpart Signatures.**

**A.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City and Vendor have executed this Agreement on the last date signed below.

**City:**

CITY OF EDGEWOOD

By: \_\_\_\_\_  
Daryl Eidinger  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

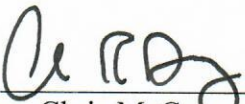
By: \_\_\_\_\_  
Rachel Pitzel, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Ann Marie J. Soto, City Attorney

**Vendor:**

NORTHWEST PLAYGROUND  
EQUIPMENT, INC.

By:  NPEI  
Name: Chris McGarvey  
Title: Parks Consultant  
Date: 12/08/2021



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

## QUOTE

*This quote is only valid for 30 days.*

To: City of Edgewood  
Re: Edgemont Park Playground - Option 1.1  
11001 24th St E  
Edgewood, WA 98372

Quote # 100821RR-01  
Date: 12/8/2021

Contact Name: Jeremy Metzler

Phone: 253-831-4266

Email: [jeremy@cityofedgewood.org](mailto:jeremy@cityofedgewood.org)

Cell/Fax:

| Item #          | Qty | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                | Price        | Total Price   |
|-----------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| Playworld       |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |               |
| IHD-003-21AR1.1 | 1   | Playworld Custom Playmaker Structures Including:<br>2-5 Structure: Transfer Station w Step, Climbing Squares, 7" Bell, Solar Climber, Beanstalk Climber, Slither Slide, Play Seat, Sling Seat, Steering Wheel, Glide Slide<br><br>5-12 Structure: Transfer Station w Step, Solar Climber, Babble On, Mod Pod, Catwalk, Rope Net Climber, Curvy Climber, Sling Seat, Nuvo 360 Slide, Babble On, Tower Climber, Mighty Descent, Sling Seat, Climbing Squares |              | \$ 113,306.00 |
| ZZXX0224        | 1   | Accessible Swing Seat W/Silver Shield Chain for 8ft Top Rail                                                                                                                                                                                                                                                                                                                                                                                               | \$ 1,111.00  | \$ 1,111.00   |
| ZZXX0260        | 2   | Belt Seat W/Silver Shield Chain for 8ft Top Rail                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 141.00    | \$ 282.00     |
| ZZYYA262        | 1   | Basket Swing                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 1,938.00  | \$ 1,938.00   |
| ZZXX0635        | 1   | Swing Along Seat to 8ft Top Rail                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 1,078.00  | \$ 1,078.00   |
| ZZXX0833        | 1   | 5in O.D 2-Unit Arch Swing W/8ft Top Rail                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 3,219.00  | \$ 3,219.00   |
| ZZXX0834        | 2   | 5in O.D 2-Unit Arch Swing Add-A-Bay 8ft Top Rail                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 1,994.00  | \$ 3,988.00   |
| ZZXX0914        | 1   | Cone Spinner Double Decker                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 19,617.00 | \$ 19,617.00  |
| ZZXX0661        | 1   | Concerto Medium Cabasa                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 1,116.00  | \$ 1,116.00   |
| ZZXX0664        | 1   | Concerto 3 Congas                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 2,456.00  | \$ 2,456.00   |
| ZZXX0666        | 1   | Concerto Vibes                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 5,021.00  | \$ 5,021.00   |
| ZZXX0667        | 1   | Concerto Chimes                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 5,034.00  | \$ 5,034.00   |

Equipment Subtotal \$ 158,166.00

Playworld KCDA - King County Directors Association Discount: BID #18-315 KCDA 10.00% \$ (15,816.60)

Additional Discount: 10.00% \$ (15,816.60)

Freight: \$ 9,800.00

**Equipment Total (less tax) \$ 136,332.80**

## CERTIFIED INSTALLATION

|   |                                                                                                                                                             |              |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1 | Standard Installation of Listed Playworld Systems Equipment. Customer RESPONSIBLE for Offloading Deliveries, Dispose of Packaging, and Debris from Install. | \$ 47,200.00 |
| 1 | Remove/Dispose of Existing Equipment through EWF. Price also includes to save EWF for new Installation                                                      | \$ 6,200.00  |

## Prevailing Wage Job

|                     |                                                |                                   |
|---------------------|------------------------------------------------|-----------------------------------|
| Performance Bond    | 1                                              | Installation Total: \$ 53,400.00  |
| Location Code: 2720 | Resale Certificate Required for Tax Exemption: | 3.0% \$ 5,691.98                  |
|                     | Tax: 10.0%                                     | \$ 19,542.48                      |
|                     |                                                | <b>ORDER TOTAL: \$ 214,967.26</b> |

*All quotes are subject to material and fuel surcharges.*

## Acceptance of Proposal:

*(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)*

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

|       |                    |      |
|-------|--------------------|------|
| TITLE | Customer Signature | Date |
|-------|--------------------|------|

*Thank you for considering Northwest Playground Equipment, Inc. for your  
Park, Playground, Shelter and Sports Equipment requirements.*



## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

**Project Name:** Edgemont Park Playground - Option 1.1

**Quote #** 100821RR-01

### TERMS AND CONDITIONS

#### QUOTE CONDITIONS AND ACCEPTANCE:

*This quote is only valid for 30 days.*

Orders placed or requested for delivery after 30 days are subject to price increases.

\*\*\* (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

#### EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

#### FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

#### TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

#### MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

#### INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.



**Acceptance of Terms & Conditions**

*Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.*

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Customer Signature  
*Thank you for choosing Northwest Playground Equipment*

\_\_\_\_\_  
Date





Edgemont Park Playground  
Option A Rev3



Northwest Playground  
nwplayground.com



IHD\_003\_21AR3 Color Option : A





Edgemont Park Playground  
Option A Rev3



Northwest Playground  
nwplayground.com



IHD 003 21AR3 Color Option : A





Edgemont Park Playground  
Option A Rev3



Northwest Playground  
nwplayground.com







Edgemont Park Playground  
Option A Rev3



Northwest Playground  
nwplayground.com



IHD 003 21AR3 Color Option : A





Edgemont Park Playground  
Option A Rev3



Northwest Playground  
nwplayground.com



PLAYWORLD





Edgemont Park Playground  
Option A Rev3



Northwest Playground  
nwplayground.com



IHD\_003\_21AR3 Color Option : A





Edgemont Park Playground  
Option A Rev3

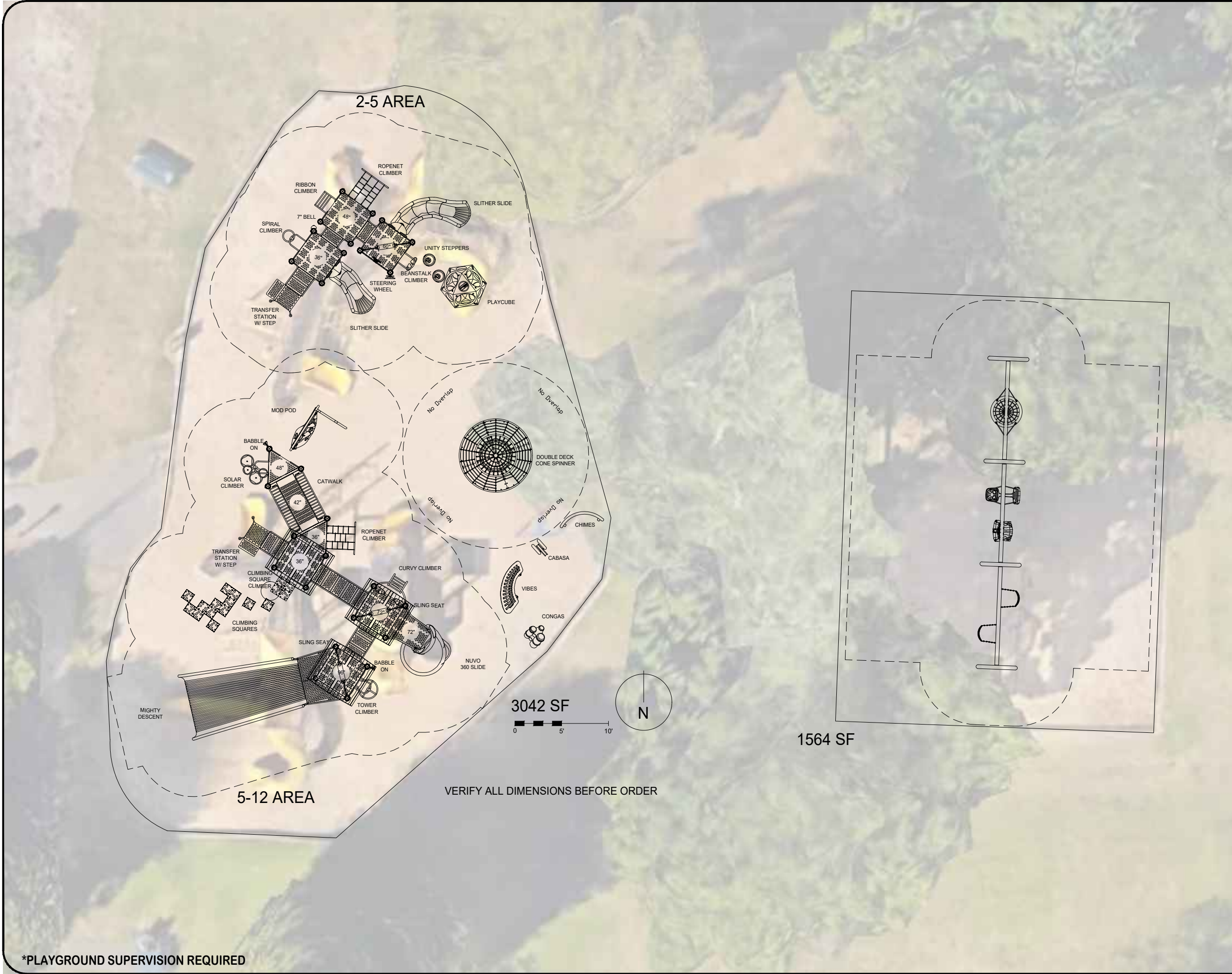


Northwest Playground  
nwplayground.com



IHD 003 21AR3 Color Option : A





Northwest Playground  
Equipment, Inc.

We Work So Others Can Play

P.O. Box 2410 Issaquah, WA 98027  
Toll Free: 1.800.726.0031  
www.nwplayground.com  
sales@nwplayground.com

EQUIPMENT SIZE:

USE ZONE:

AREA:  
See Site

PERIMETER:

FALL HEIGHT:  
8'

USER CAPACITY:

AGE GROUP:  
2-12

✓ ASTM F1487-17  
✓ CPSC #325



PROJECT NO:  
IHD\_003\_21AR3

SCALE:

DRAWN BY:  
BS

Paper Size

DATE:

B

Edgemont Park

Option A Rev 3

\*PLAYGROUND SUPERVISION REQUIRED



**INVITATION FOR BID  
Playground Equipment, Matting & Site Amenities  
Bid #18-315**

**Due March 15, 2018 On or before 2:00 p.m., PST**

The KCDA Purchasing Cooperation (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer Playground Equipment, Matting & Site Amenities to its member agencies.

Each response is to be filed in a separate envelope and marked with the appropriate IFB name, number, day and time of opening. All bids must be at KCDA's office on or before the time shown above or they will not be accepted nor considered. Responses sent via email, faxed, or "postage due" will not be accepted. Responses sent via Federal Express, Express Mail or other overnight delivery services must be sent to: KCDA, 18639 80th Ave S, Kent WA 98032 and clearly marked with the IFB number and description, Attn: Purchasing Department.

The vendor has full responsibility to ensure the proposal arrives to the Purchasing Office by the due date and time. KCDA assumes no responsibility for delays caused by the U.S. Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned unopened to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of KCDA. **All questions pertaining to this bid shall be entered in the "Questions" section of Public Purchase. No emails or phone inquiries will be accepted.**

Electronic copies of this IFB are available via KCDA's website @ [www.kdca.org](http://www.kdca.org). Click on Bid Information / Vendor Bids, or contact Paula Schilling @ (425) 251-8115 X 127 if you have trouble opening the document.

Paula Schilling, Contract & Procurement Specialist  
[pschilling@kcda.org](mailto:pschilling@kcda.org)  
(425)251-8115 X 127

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February 5<sup>th</sup> 2018 and February 12<sup>th</sup> 2018

**KING COUNTY DIRECTORS ASSOCIATION  
INVITATION FOR BIDS**

NOTE: THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS WHEN USING PUBLIC PURCHASE

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## **I. INTRODUCTION**

### **A. KCDA MEMBERSHIP**

KCDA is a purchasing cooperative owned by 294 public school districts in the state of Washington and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to public school districts, private schools, municipalities, political subdivisions and other public agencies located in but not limited to Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately \$100 million worth of products, equipment and services on behalf of the membership.

A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site [www.kcda.org](http://www.kcda.org).

Restrictions of merchandise or services to any locale of KCDA membership must be clearly noted in a bid response.

### **B. INTERPRETATION OF BID DOCUMENTS**

Any person contemplating submitting a bid for the proposed contract that is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from the bid documents, shall submit to KCDA a written request for an interpretation or correction thereof. Such request shall be submitted and received not later than 10 days prior to the date specified for receipt of bid responses. Any interpretation or correction of the bid documents will be made in writing by addendum duly issued to all bidders. KCDA will not be responsible for any other explanation or interpretation of the bid documents.

### **C. EXCEPTIONS**

Any exceptions to the terms and provisions of this invitation for bids shall be made by signed and dated attachment to the bid response. Do not add to, delete from, or amend in any manner the bid form. Exceptions pertaining to payment or delivery terms must be noted within Attachment B. All noted exceptions are subject to approval and acceptance by KCDA.

### **D. CONTRACT DEFAULT**

Your bid is subject to all terms and conditions as herein established in this bid request form and include price, quality and delivery. Subsequent failure to provide items bid in accordance to the purchase order and bid delivery schedule will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs to procure and distribute replacement product will be charged to the bidder.

### **E. BIDDER RESPONSIBILITY**

All bidders shall thoroughly examine and be familiar with the bid documents including all exhibits and attachments. The

failure or omission of a bidder to receive or examine any form, instruments, addendum, or other document shall in no way relieve any bidder from obligations with respect to your bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

#### **F. BIDDER FINANCIAL RESPONSIBILITY**

KCDA has the right to request financial information from any bidder to evaluate the bidder's ability to meet the terms and conditions of any and all contracts that may be established by acceptance of the offer contained in the bid. Additional confirmation from the bidder's supplier(s) that the delivery terms of the contract will be met may be required. KCDA reserves the right to reject any or all bids and/or bidders unable to prove they are financially able to provide the quantity of merchandise they have offered in response to this bid invitation.

#### **G. MINORITY AND WOMEN OWNED BUSINESSES**

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

## **II. GENERAL PROVISIONS**

#### **A. BID OPENING**

All bids submitted for supplies and/or services will be opened at the time, date and place, and in the manner herein specified, and all bidders are invited to be present at the opening of such bids. A final recap will be available from KCDA after bid awards are made. Under no circumstances will a bid be considered if filed after the hour specified in the invitation for bids. To be considered for award, a bid response must be submitted according to the instructions and prior to the date and time indicated within. The times listed in any referenced schedule are Pacific Standard Time.

KCDA will not accept bids that are sent via fax or email.

The KCDA address is:

King County Director's Association  
Purchasing Department  
18639 80<sup>th</sup> Ave S  
Kent, WA 98032

#### **B. MODIFICATIONS/WITHDRAWAL OF BID**

Bids may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. Bids may also be modified or withdrawn in person by an authorized representative, who must sign a receipt for this action. Returned and/or unsubmitted bids shall become the responsibility of the bidder. Bids that are not resubmitted on or before the exact time of the opening shall not be considered for award.

#### **C. QUALITY STANDARDS**

Whenever an item in this invitation for bid is described using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality shall be considered, except where otherwise stated, provided the bidder specifies the brand, model and number on which their bid is submitted and submits samples, specifications and other information necessary to properly evaluate the bid. Any bid containing a brand which is not of equal quality at the sole discretion of KCDA, shall not be considered. KCDA will accept bids on new product only. Merchandise that has been refurbished or has been in storage for a long period of time is unacceptable.

#### **D. REJECTION OF ANY OR ALL RESPONSES**

KCDA reserves the right to accept or reject any or all bids and to waive informalities or irregularities in any bid or in the bidding process.

#### E. BINDING CONTRACT

It is understood that the offer represented by a bidder and an award made by the KCDA Board of Directors to the successful bidder, forms a binding contract. KCDA, under certain circumstances, will allow the assignment of contracts; however, no assignment can occur to another entity without written agreement from KCDA.

#### F. ESTIMATED QUANTITIES

Quantities, if shown on the bid forms, are estimated requirements of the members for whom KCDA acts as purchasing department based on historical ordering information. Such quantities represent the total quantity the cooperative anticipates purchasing over the life of the contract period. KCDA reserves the right to order more or less than the quantities stated in the bid. Any minimum order requirements or ordering restrictions should be so indicated as part of the bid response and will be subject to bid evaluation. Quantities ordered are based on actual requirements and the successful bidder will fulfill that requirement regardless of the manufacturer's policies regarding order completion.

#### G. CONTRACT PERIOD

Following an award, a contract would be issued as an annual contract from the date of KCDA Board acceptance, or as noted under Special Provisions. After the initial period, there is a possibility of three (3) renewals for the duration of one (1) year each. Pricing is firm for the first/initial period.

#### H. ORDERING SCHEDULE

Based upon accepted minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders once a contract has been established by the KCDA Board of Directors. KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any accepted minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the KCDA and its members.

#### I. EXTENDED CONTRACT PERIOD

By mutual written agreement of KCDA Board of Directors and the successful bidder, the initial contract period may be extended for additional periods, not to exceed extensions of 3 years total beyond the initial contract. Such extensions shall be at the awarded price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

#### J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples as requested for bid responses to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032. All requested samples must be labeled with the bid number, KCDA's item number (as applicable) and bidder's name, and be submitted no later than seven (7) working days after request. Where items are being offered as an alternate to a specified product, KCDA requests samples be submitted ten (10) working days prior to bid opening and also labeled with bid number, KCDA's item number and marked "Alternate for Bid". DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.

#### K. DISPOSAL OF SAMPLES

Bid samples not picked up within 30 days after the bid award date shall become the property of the King County Directors' Association and shall be disposed of by distribution to the member school districts or by donation as deemed appropriate by KCDA.

#### L. KCDA NON DISCRIMINATION STATEMENT

Bidders who desire to provide KCDA with equipment, supplies and/or professional services must comply with the following Non Discrimination requirements. During the performance of this contract, the Bidder agrees as follows:

Bidder will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.



The Bidder will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

Any Bidder who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving bid awards or any purchase orders from KCDA.

#### M. INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. 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 Vendor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

#### N. PATENT INDEMNIFICATION

By accepting this order, Bidder agrees to save and hold harmless KCDA, its successors, assigns, customers and the users of its products from any liability, loss, damage, judgments, or awards, including costs and expenses arising out of any actions, claims, or proceedings for infringement of (a) any United States Letters Patent purporting to cover the material to be delivered to Buyer under this order, or its normal intended use and (b) any trademarks appearing with the material on delivery to KCDA; and further, Bidder agrees to defend KCDA at Bidder's expense in all such actions, claims, or proceedings, provided that KCDA shall give Bidder prompt notice in writing of all such actions, claims, and proceedings, as well as notice of infringement and threats of suit for infringement.

#### O. SAFETY REQUIREMENTS

All items furnished under this bid, where applicable, must comply with all OSHA, WISHA, UL Approval, including but not limited to chapter 296-46B of the Washington Administrative Code and any other safety requirements imposed by KCDA, State or Federal agencies. Bidder further agrees to indemnify and hold KCDA harmless from all damages assessed against KCDA as a result of Bidder's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

#### P. RISK OF LOSS

Regardless of F.O.B. point, Bidder agrees to handle all claims and bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction shall not release Bidder from any obligation hereunder.

#### Q. REJECTION

All goods or materials purchased herein are subject to approval by KCDA or the KCDA member. Any rejection of goods or materials resulting from non-conformity to the terms, conditions and specifications of an order, whether held by KCDA, KCDA member, or returned will be at Bidder's risk and expense.

#### R. SHIPMENT IDENTIFICATION

All invoices, packing lists, packages, shipping notices, instructions, correspondence and all other written documents

affecting any KCDA order shall contain the applicable purchase order number. A packing list must be provided with every shipment being made to KCDA indicating all the products shipped and back ordered; also, every carton shipped pursuant to this order must be marked with the contents therein.

#### **S. NO BID RESPONSE**

If no offer is to be submitted at this time, do not return this bid. A letter should be forwarded to KCDA advising whether future bids of this type are desired. Failure of the recipient to notify KCDA of your intentions may result in removal of your name from the bidder's list.

#### **T. BID AWARDS**

Following evaluation, bids recommended for award will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements (if accepted), to make multiple awards, or to reject any and all bids or portions thereof, to waive any minor irregularities in the bid process, or to make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

#### **U. Termination**

Termination for Convenience: KCDA may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Vendor. Termination charges shall not apply unless both parties subsequently agree upon them. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Vendor prior to date of termination. KCDA will not be responsible for stock that the Vendor has on hand that has not been requested via a purchase order. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

#### **V. RECIPROCITY**

Where allowed by law, KCDA may review responses from bidders outside the State of Washington to see if those bidders are from states that use restrictions against companies from the State of Washington when they respond to public bids. KCDA may use this information in making bid awards when multiple bidders appear to have submitted the same pricing, terms and conditions on a particular bid item or items.

### **III. PREPARATION OF BID**

#### **A. SUBMITTAL OF BID RESPONSE**

Submission of a response as designated in the bid instructions signifies that bidder will be bound to the terms and conditions of this bid unless an exception is made part of the submission and accepted by KCDA.

Bidder must submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, included as Attachment A. Bids received without this form may be considered non-responsive.

#### **B. SIGNATURE**

Bid responses are required to include the firm name, address, telephone number, contact name and authorized signature, signed in longhand by the person duly authorized to sign bid documents identified in the solicitation. Every attempt will be made to answer all questions. Where a response or addendum cannot be obtained prior to the bid opening, it is understood that the Bidder will assume the more stringent of requirements.

#### **C. QUESTIONS/ADDENDUMS**

All questions must be submitted in writing to the KCDA Purchasing Agent

#### **D. F.O.B. SHIPMENTS**

Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount percentages, quoted

NET, F.O.B. THE DELIVERY POINT specified in this bid, including the unloading of the merchandise. KCDA typically redistributes products to its members unless designated or requested as a direct ship method. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damage incurred due to insufficient packaging will be the responsibility of the supplier.

No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

#### E. PRODUCT IDENTIFICATION

All bid responses must confirm the manufacturer number, brand name or grade specified in the bid invitation and such identification shall be binding on the bidder. Bidders must insert the manufacturer number, brand name, grade and any other information necessary to clearly and properly describe and identify the articles they propose to furnish. If necessary attach additional documentation for this purpose. Alternates should be noted as an "alternate item" and properly identified with brand, manufacturer number, etc. The bidder is not to alter the grade, brand, manufacturer number or description as given in the bid invitation. Questions on how to properly submit an alternate item must be directed to the named Purchasing Agent responsible for this bid.

#### F. QUANTITY PER UNIT OF MEASURE

Where applicable, if the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the bid response. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure as specified in the bid invitation and such interpretation shall be binding on the bidder. If the bidder provides a unit of measure different from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

#### G. ALTERNATE SPECIFICATIONS

An alternate specification is where the bidder is offering a product or service significantly different than outlined in the bid request, and typically applies to items listed as "No Substitute".

For alternate specifications to be considered, a request must be submitted to KCDA 15 working days prior to the bid opening. If accepted by KCDA, a clarification will be issued to all bidders on a bid addendum. Alternate specifications may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and the member agencies.

#### H. ERRORS/CORRECTIONS

Any erasures, interlineations or other correction in the bid must be initialed by the person(s) signing the bid. Corrections must be provided within the terms of the vendor response and accepted by KCDA.

#### I. INVOICING

It is understood that invoices issued by the manufacturer/dealer will reflect the shipping date of materials. It is also understood that actual delivery and install or training at the end user location may be delayed from the date of shipment. Subsequently, payment will be made after satisfactory delivery and acceptance by the enduser of any quantity of merchandise shipped and/or installed. Advance discussion regarding payment terms on specific projects are recommended where this may occur. Where KCDA participates in the invoicing process, KCDA reserves the right to withhold payment to a vendor on a project until such time payment from the customer has been received.

Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Payments will be made on original invoicing only.



#### **J. CASH DISCOUNTS/INVOICE PAYMENTS**

Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages when comparing bids in all cases where it is deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days. If the terms portion of the bid is left blank then terms will be assumed to be Net-30 days. Please do not enter terms as 100% as this means the merchandise bid is free.

KCDA is required, by law, to process invoice payments through the King County Treasurer. Payment warrants can be issued weekly. The first day for start of terms shall begin with acceptance of delivery or installation by the enduser or receipt of invoice, whichever is later. Invoices with discounts between 15 and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

#### **K. WASHINGTON STATE SALES TAX**

Washington State sales taxes are not to be included in any items as part of the bid response, but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation tax must be included in your bid price. The only taxes KCDA will pay upon invoice are the Washington State Sales tax.

### **IV. PRODUCT ACCEPTANCE**

#### **A. GENERAL POLICY**

The Purchasing Department shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the bid and the approved samples submitted by the bidder. The bidder must replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at his own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Purchasing Department reserves the right to purchase same on the open market or of declaring the contract void. Any additional costs incurred to procure and distribute replacement product will be charged to the bidder.

### **V. BID PROTESTS**

#### **Who may protest**

Only actual or potential bidders with a direct economic interest in the outcome may file a bid protest.

#### **What can be protested**

Acceptance or rejection of a bid proposal, award or proposed award of a bid, allegedly restrictive specifications, omission of a required provision, ambiguous or indefinite evaluation factors are all factors that can be protested.

#### **How to file a protest**

Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager. Protests should include the following information:

- 1) Include the name, street address, email address, telephone and fax numbers of the protestor or their representative.
- 2) Be signed by the protestor or its representative.
- 3) Identify the solicitation or bid contract number.
- 4) Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- 5) Set forth all information establishing that the protester is an interested party for the purpose of filing a protest.
- 6) Set forth all information establishing the timeliness of the protest.
- 7) Specifically request a ruling by the KCDA purchasing manager.
- 8) State the form of relief requested.

Appeals of protest ruling must be made in the following order: 1) KCDA Purchasing Manager, 2) KCDA Executive Director  
3) KCDA Board of Directors.

#### When to protest

Protests alleging improprieties in a solicitation must be filed before the bid opening time and date if the improprieties were apparent prior to that time. A solicitation defect that was not apparent before that time must be protested not later than 10 days after the defect became apparent.

#### Where to file a protest

Protests must be sent to:

KCDA Purchasing Cooperative

PO Box 5550

Kent, WA 98064-5550

#### After a protest is filed

Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors may be contacted for a meeting to review the protest. Within 10 days KCDA will make a decision as to the merits of the protest and notify the protestor of the decision and any remedies in the matter.

## **VI. PRODUCT TOXICITY REPORTS**

### **A. HAZARDOUS CHEMICAL COMMUNICATION**

In order to comply with WAC 296 62 054, Hazard Communication, all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user, must submit a Material Safety Data Sheet (MSDS) on the State of Washington form as provided by law with the bid. Please list any web site address where an MSDS can be obtained.

Any hazardous material tax must be included in the price of the product bid. KCDA will not be held responsible for any additional taxes (other than Washington State Sales Tax) and will not pay them if noted as a separate line item on invoices.



**INVITATION FOR BIDS**

**#18-315 Playground Equipment, Matting & Site Amenities**

**BID DUE DATE: March 15, 2018 On or Before 2:00 PM PST**

**Attachment A**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Email \_\_\_\_\_

*Note: Electronic acceptance of these terms and conditions signifies compliance with above statement. (Line item Whse bids)*



**ATTACHMENT B**

Bid #18-315 Playground Equipment, Matting & Site Amenities  
 Terms By Manufacturer

**Bid Due Date: March 15, 2018 On or Before  
 2:00 PM PST**

|                                                                                                   |               |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                                                                                             |
|---------------------------------------------------------------------------------------------------|---------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------|
| Bidder Name:                                                                                      |               |           | Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |                                                                                             |
| Phone:                                                                                            |               | Fax:      | City, State, Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |                                                                                             |
| STANDARD BIDDER LEAD TIME FOB DESTINATION: _____                                                  |               |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                                                                                             |
| TERMS BY MANUFACTURER: Please provide the minimum order required per manufacturer and lead times. |               |           | SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS. |                       |                                                                                             |
| Manufacturer                                                                                      | Minimum Order | Lead Time | Discount Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Discount Detail       | FOB - Freight<br>FACTORY - Cost will be extra<br>DESTINATION - Cost is included in discount |
| Ex: ABC Company Inc                                                                               | \$1,000       | 4-6 Weeks | 25%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2016 List Price Sheet | Destination                                                                                 |
|                                                                                                   |               |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                                                                                             |
|                                                                                                   |               |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                                                                                             |
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|                                                                                                   |               |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                                                                                             |

\_\_\_\_\_  
 Authorized Agents Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bid Number

\_\_\_\_\_  
 Name of Firm



**INVITATION FOR BID  
PLAYGROUND EQUIPMENT & MATTING  
Bid #18-315**

**ATTACHMENT C – Special Provisions**

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE STANDARD TERMS AND CONDITIONS

**A. SOLICITATION OBJECTIVES**

KCDA is seeking manufacturers, providers or dealers/distributors to provide current and emerging Playground Equipment, Matting and Site Amenities to its members.

It is KCDA's intent to establish an annual multi-state contract with the potential of up to three (3) one-year extensions if mutually agreed between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's sales representative authorized to provide KCDA playground equipment, matting & site amenities in Washington, with the preferred ability to service surrounding member states (ex: Oregon, Idaho, Montana, Alaska).

Contracts established by KCDA are available for use by all public schools, colleges, universities, cities, counties and other government agencies throughout the nation. Participation in KCDA is not required of any governmental agency; however, participation does provide the legally required competition for contracts for commonly purchased products and services, thereby saving the entity the time and expense of a required competitive process. As allowed by specific state statutes, members can issue purchase orders for any amount without the necessity to prepare their own IFB or gather necessary quotations.

Bidders must be an authorized manufacturer, sales representative or service dealer having a local sales, service and install presence in Washington State. The Bidder must also include a list identifying the states within which they are authorized to sell, service and install. If a portion of a state is serviced, bidder must specifically list the portion which is serviced. Bidder can list by county, region or territory. Bidder must provide the list as a separate document when submitting a response. The bidder may propose different pricing and rates for different installation areas as necessary to accommodate applicable wage rates and costs. Bidders must have a local sales presence that either reside or can be contacted within the additional states named to enable KCDA members to have onsite consultation, needs assessment, installation, integration and training.

The types of services and products may include, but are not limited to complete playgrounds, playground equipment components, matting, site amenities, site work and installation.

By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of playground equipment, matting & site amenities at discounted pricing.

KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.
- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members' expectations.
- Provide quick and efficient delivery of goods and services by contracting with "high performance and quality" vendors who understand our members' needs.

## B. TIMELINE

|                                                    |                                                                                           |
|----------------------------------------------------|-------------------------------------------------------------------------------------------|
| February 5 <sup>th</sup> & 12 <sup>th</sup> , 2018 | Advertised as IFB 18-315 in DJC Seattle, Oregon                                           |
| February 22, 2018                                  | Pre-Bid Conference call @2:00 P.M. PST<br>Toll-Free: 800-430-1833; Access Code: 251.81.45 |
| March 15 <sup>th</sup> , 2018                      | Bids due no later than 2:00 P.M. PST                                                      |
| April 12th, 2018                                   | Award recommendation                                                                      |
| April 19th, 2018                                   | Board Approval                                                                            |
| May 1st, 2018                                      | Contract Start Date                                                                       |

## C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington state per the specifications provided in this solicitation. KCDA requests pricing for its members in Oregon, Idaho, Montana and Alaska as well. Bidder is requested to submit either 1) separate price pages for each state being bid or 2) provide a pricing matrix that shows a price factor to be applied to the Washington state pricing in order to calculate the pricing for other states. Pricing must be provided in hard copy and must be available in excel on flash drive or CD.

- Submit sealed bids in one 3-ring binder with an inside pocket and a set of dividers. Submit one (1) bound and signed copy of the bid plus one (1) electronic copy on CD or flash drive.
- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations or exceptions stipulated in a bidder response, and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.
- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website ([www.kcda.org](http://www.kcda.org)) under Bid Information. Addendums will not be mailed or e-mailed. It is bidder's responsibility to check for issuance of any Addendums prior to submitting a bid. **All Addendums must be signed and returned with the bid document or the**



**bid will be considered non-responsive.** All documents with signatures shall have original ink signatures. Electronic copies shall be scanned with original signatures.

## **D. BID FORMAT**

### **1. Preparation of the Bid Response**

- a. The IFB #18-315 is published in one PDF document on the KCDA Website, it is also published on the Public Purchase Website with all required documents and forms posted separately. Attachment A contains the Debarment Statement and should be signed by bidding company's authorized executive officer. Certification of Compliance with Wage Payment Statues should be signed by bidding companies authorized executive officer, Attachment B, includes Terms by Manufacturer and should be signed by bidding company's authorized executive officer. Attachment C contains Special Provisions that take precedence; Responsible Bidder form lists bidders qualifications and should be filled out by bidding company's authorized executive officer.
- b. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. Please note that this bid has specific evaluation criteria and weighting listed at the end of this document. Attention to detail in submitting the bid is seen by KCDA as an early opportunity to evaluate the potential of a future bidder/vendor to comply with detailed requirements in the public procurement sphere (See Section K). KCDA appreciates a well thought out and complete submission and will be available for questions through the independent third party publicpurchase.com website.

### **2. Format of Bid Response**

Bidders shall provide bids in a three ring binder using standard size paper, clearly identified with the company name and the name of the IFB being responded to on the outside front cover and vertical spine. Clearly identified tabs must be used to separate the bid into sections, as identified below. Responses should be direct, concise, complete and unambiguous. Bidders failing to organize bids in the manner requested risk being considered non-responsive if bids are not easily read and understood. Awards will be made more efficiently and timely by following the required format.

#### **Tab 1 - Company Profile/Information – Exhibit #1**

- Responses should include a brief introduction informing KCDA of the qualifications and experience of the Bidder, along with a brief company history.
- Reference requirements: Completion of Exhibit #1, to include (3) references

#### **Tab 2 - Response Forms**

- Debarment Statement-Attachment A
- Certification of Compliance with Wage Payment Statues
- Terms by Manufacturer-Attachment B (option: bidder may include this information in their own format as part of the pricing pages)

### Tab 3 - Pricing Pages

- **Manufacturer Price sheets:** Sorted by Manufacturer related to IFB. Any additional cost(s) are to be priced by methods designated under **Additional Amenities and Services**, or by **RS Means**, as indicated in bidder's response to this solicitation.
- **Additional Amenities and Services:** A listing of products or services (including but not limited to: site work, installation, warranties, etc) which are not listed on the Manufacturer Price Sheet which Bidder can provide and may be considered as a value add for KCDA member agencies.
- **Direct Ship Miscellaneous Fees** – Attachment E1

### Tab 4 - Product Line Brochures and Literature

### Tab 5 - Marketing Plan – Exhibit #1

- List shows, conferences, show examples of flyers or describe how bidder will market the KCDA Playground & Matting Bid #18-315.

### Tab 6 – Authorized Dealers/Vendor Partners

- Provide letters from each manufacturer stating authorization to deal.
- List all dealers/vendor partners authorized to utilize this contract through the vendor.

### Tab 7- Addendums

## E. VENDOR RESPONSIBILITIES

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendors local sales representatives to market within each state.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) "touch base" meetings at KCDA per year. One of those meetings may be participating in the KCDA Vendor Fair.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

## F. EQUIPMENT & RELATED PRODUCTS

1. New playground equipment & matting: All playground equipment & matting provided under this contract must be new. Playground equipment & site amenities which have not been used previously and are being actively marketed by the manufacturers' authorized dealers

All branded playground components, spare parts, application software, and ancillary equipment supplied under this contract must conform to manufacturer specifications and shall be of new

manufacture and in current standard production. The awarded vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

2. Playground Equipment, Matting & Site Amenities Installation/Removal

- a. The installation and/or removal of contract #18-315 Playground Equipment & Matting shall be performed in a professional manner. The member's premises and equipment shall be left in a clean condition. The awarded vendor may be required to repair all damage and/or provide full compensation for damage to the member agencies premises and equipment that occurred during installation/removal.
- b. Personnel in charge of the installation must be available to coordinate installation with member agency's internal staff. Qualified service support and technical personnel will be required to provide all necessary maintenance and repair. Installation dates and installation schedule must be approved by member agency.
- c. Installation crews may be working around students, teachers and general staff. Installation may require off hour and weekend work in order to accommodate and complete the project in the timeline required by the member agency. The member agency will try to accommodate access for installation during school/business hours; however, any plan that displaces staff, students or personnel will most likely create disruption to the ordinary daily schedule. After hours and weekend installations are preferred and will be so identified in the proposal to the member agency.
- d. Project Manager for the awarded vendor shall verify proper installation at multiple and various times throughout the duration of the installation.

3. Playground Equipment, Matting & Site Amenities newly Installed Equipment or Related Product Problems

Member agency will evaluate the performance of newly installed Playground Equipment & Site Amenities for a 15-day period after installation. If the performance is unsatisfactory, the member agency will immediately contact the awarded vendor to pursue corrective action and resolution of the problem. Resolution of performance problems may result in:

- Repair or other action to correct the problem including training or modifications made to member's satisfaction
- The replacement of the playground equipment, matting or site amenities with another playground equipment, matting or site amenities of the same brand and model, at no additional cost (including delivery and installation) to the member agency, or -
- Return of the playground equipment, matting or site amenities with cancellation of the order at no charge to the member agency.

4. Playground Equipment, Matting, Site Amenities Inspection/Testing/Acceptance

- a. Inspections, tests, measurements, or other acts or functions performed by the member agency shall in no manner be construed as relieving the awarded vendor from full compliance with contract requirements. At a minimum, an installed piece must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

5. Playground Equipment, Matting & Site Amenities New products and/or Services

Playground equipment/matting/amenities must meet the scope of work to be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Awarded vendor may Replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, if it is within the same awarded manufacturer and if the products meets the re-



quirements of the solicitation. No products may be added to avoid competitive procurement requirements. KCDA may require additions to be submitted with documentation from KCDA members demonstrating an interest in, or a potential requirement for, the new product or service. KCDA may reject any additions without cause

#### 6. Playground Equipment, Matting & Site Amenities Discontinued Products

If a product or model is discontinued by the manufacturer, awarded vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model, it is within the awarded manufacturer and if the discount is the same or greater than the discontinued model.

***NOTE: Listing the above specifications shall in no way relieve the awarded vendor from the responsibility to follow proper code and regulations.***

### **G. TRAINING & SUPPORT**

If applicable, please state specifically the amount of training which will be provided at no charge. Then list the charge

per hour of additional training if applicable (see Bid Sheet).

- a. If specified by the member agency, staff in-service shall be offered following the installation. Training needs must be quantified and specified by the member agency. Awarded vendors shall provide appropriate pricing (if applicable) based upon each member agencies training need. It is understood that some training may be provided free of charge and some may incur charges. Please outline your training philosophy and related pricing structure.
- b. If desired follow up training may also be scheduled to further support usage and to identify Any individual training needs. Please include follow up training pricing as well.

### **H. PUBLIC WORKS LANGUAGE**

Vendor agrees that, in performance of the services required under this agreement, Vendor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

- **Public Works:**

State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

**Application:** The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

**Contractors bidding a Public works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060).** Such projects also have special considerations pertaining to use of apprentices (39.04.320).

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

- **Prevailing Wage:**

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency. All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section

1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

- **Responsible Bidder**

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
  - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
  - a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
  - b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).



4. If applicable:

- a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
- b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
- c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW

5. Have an electrical contractor license, if required by Chapter 19.28 RCW;

6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

- **Bonds- Payment & Performance:**

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand (\$150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

- **Licenses:** The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

- **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder.
- **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability

policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must both approve the certificate of insurance and endorsements.

- **Acceptable Pricing Method:**

KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

- **Progress Payments:**

The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- a. Contract Number
- b. Bid item ID, bid quantity, unit, unit price and description as appropriate
- c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

- **Payment Retainage:**

In accordance with RCW 60.28 contract retainage *[not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract]* shall be withheld and reserved in one of two ways:

- a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over one hundred fifty thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
- b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

## I. PRICING

For this IFB, bidder shall submit pricing on **Manufacturer Price Sheets** and **Additional Amenities and Services Pricing Pages and Attachment B** of this IFB. **Vendor bid pricing shall include a 2% administrative fee on all line items and charges.** The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.

For all Playground Equipment/Matting & Site Amenities, pricing may be by line item or discount off manufacturer price list (Attachment B). Accessories and materials may be from other manufacturers or sources, but must be identified and priced in the IFB response either by item or via catalog discount. On the pricing sheet, list and group accessories and materials by manufacturer for ease of identification. Respondents will choose only one pricing method to be used per manufacturer. Alternative pricing methods shall be addressed in Attachment B. Proposals received that provide both for a single manufacturer will be found non-responsive.

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendors control.

KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal. Pricing quoted under this contract must be equal to or better than pricing given to any other cooperative.

The awarded vendor agrees that the cost for any item bid on this contract may vary by state due to specific requirements or other jurisdictional impacts. If the overall cost is discounted or lowered for any member agency, however, the cost will be similarly lowered or discounted at the same time for all member agencies for the same scope, size and value. (If a KCDA member agency proposes to purchase a large volume of one product at one time and the awarded vendor agrees to provide an additional discount, that same volume discount would be available to any KCDA member agency.)

It is understood and agreed upon between Bidder and KCDA that the Bidder's pricing does not include the cost for any site specific conditions or requirements. Site specific requirements shall be addressed on a case by case basis at the time the order is placed. Any additional cost(s) are to be priced by methods designated under **Additional Amenities and Services**, or by **RS Means**, as indicated in bidder's response to this solicitation.

Warranty: Describe the warranties that apply to the products offered in the IFB response and when warranty date will commence. Identify any website links that cover warranty information. The manufacturer has the primary responsibility to honor a manufacturer's warranty. Awarded vendor agrees to assist the member agency reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the member agencies. List any pricing applicable to warranties in the IFP response.

Risk of Loss or Damage: Awarded vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the awarded vendor. The awarded vendor shall file all claims for visible or concealed damage. The member agency will



notify the awarded vendor and/or freight company promptly of any damaged goods and shall assist the freight company/awarded vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Taxes: Member agencies, who have obtained playground equipment, matting & site amenities under the terms of this contract, will be responsible for payment of all taxes related to acquisition of the playground equipment, matting & site amenities, such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice

## **J. AUTHORIZED DEALERS/VENDOR PARTNERS**

The bidder must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the bidder is an authorized dealer of that manufacturer. This can be submitted as a Manufacturers Guarantee/Manufacturers Certificate, or a statement on the manufacturer's letterhead with corporate acknowledgement. Failure to provide will result in award disqualification for that manufacturer.

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders network of authorized dealers/vendor partners for playground equipment, matting & site amenities, however the awarded vendor shall be responsible for the actual job performance of each and every authorized dealer/vendor partner. This includes, but is not limited to proper ordering process and reporting, or submittal of 2% service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

Awarded vendor must be capable of replacing authorized dealers/vendor partners found unsuitable to participate in performance on the KCDA contract, and establish new authorized dealers/vendor partners in a timely manner.

During the contract period, the awarded vendor or purchasing agent may remove an authorized dealer/vendor partner from the list of those designated to this contract at any time without further explanation or process. The awarded vendor may propose authorized dealer/vendor partner additions for consideration at any time throughout the contract provided;

- The request is in writing on awarded vendors letterhead.
- It is filed with the Purchasing Agent a minimum of 30 calendar days before the effective date of the proposed change;
- It clearly identifies the authorized dealers/vendor partners involved in the change;

It is accompanied by documentation acceptable to the Purchasing Agent sufficient to warrant the change.

## **K. AWARD**

### **1. Evaluation**

It is the intent of KCDA to award a manufacturer's complete line of products based on the specifications provided when possible and advantageous. KCDA expects to award to the lowest responsive and responsible bidder per unique manufacturer specifications that meet IFB terms, conditions, and criteria specified. An award is at the sole discretion of KCDA. KCDA reserves the right to reject any or all proposals, accept the proposal(s) that are deemed most advantageous for KCDA member agencies, and waive any irregularities in the solicitation process.

Awarded vendors will be required to turn in updated specifications for the manufacturers awarded.

The following criteria will be used in evaluating responses to this IFB. An award is anticipated to be made to a bidder with the highest rating per manufacturer product line. Subsequently, multiple awards may be made.

#### Evaluation Criteria and Weight

|                                                                                                                    |            |
|--------------------------------------------------------------------------------------------------------------------|------------|
| Proper submission of proposal                                                                                      | 10         |
| Comprehensiveness of product and services provided                                                                 | 15         |
| Related Experience                                                                                                 | 15         |
| Pricing                                                                                                            | 45         |
| Presentation of full and complete product offering that can meet variety of member agencies requirements/timeline. | 15         |
| <b>TOTAL POSSIBLE POINTS</b>                                                                                       | <b>100</b> |

#### **Clarification and/or Discussions**

Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder's response to the same level of other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

**Competitive Range:** KCDA reserves the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

#### **L. ORDER PROCESS & REPORTING**

1. The awarded vendor must verify that a customer is a KCDA member. A current list of member agencies is posted on the KCDA website under the KCDA Membership tab. If the awarded vendor's customer is not posted on the KCDA website, the awarded vendor must verify membership with the KCDA Contract Specialist. If the customer is not a member agency, but is eligible to become a member agency, the Contract Specialist will give the awarded vendor's customer instructions regarding the membership process.
2. The awarded vendor will submit a signed and dated proposal or quote to a KCDA member agency in accordance with the pricing awarded under this IFB. **All playground equipment, matting & site amenities purchased must include the KCDA 2% service fee as a part of the price to the member agency. Do not list the 2% as a separate line item.** The awarded vendor must

specifically state the KCDA IFB name & number on the proposal to the KCDA member agency. The proposal must identify the member agency contact name, e-mail address and phone number for the person responsible for approving the purchase. This information is critical and if not provided may be grounds for delaying the processing of the order as well as eventual payment to vendor.

3. The awarded vendor will e-mail KCDA a copy of the proposal submitted to the member agency . KCDA will review, evaluate and approve the order via e-mail within 48 hours, provided that adequate information has been given for the Contract Specialist. The Contract Specialist will request additional information, such as scope of work and item/part number along with pricing for each line item if needed. Failure to provide adequate evaluation information may result in delay of approval by Contract Specialist
4. KCDA members PO must be made out to KCDA.
5. KCDA will create Purchase Order to the vendor authorizing the vendor to proceed with the order.
6. A copy will be kept on file at KCDA.
7. Services must not commence using the KCDA contract without a Purchase Order from KCDA.
8. Orders processed against this contract with Vendor customers who are not KCDA members or without a purchase order from KCDA are in violation of the contract. Vendors not following proper procedures may be removed from consideration for future awards.

**M. CHRISTIAN DOCTRINE** Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.





## INVITATION FOR BIDS

### #18-315 Playground Equipment, Matting & Site Amenities

**BID DUE DATE: On or Before 2:00 PM PST**

#### Attachment D1

#### SIGNATURE PAGE AND MISCELLANEOUS FEES

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the invitation for Bids, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

##### Contract Prices Offered

1. Firm for annual contract ( )
2. Firm for initial order only ( )
3. Variable by item/group ( ) *(Identify under separate cover)*

*(Example – change for specific bid as needed)*

##### MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to Members. Attach additional pages as may be necessary for each manufacturer.

|                             |          |                                  |
|-----------------------------|----------|----------------------------------|
| Delivery Fee:               | \$ _____ | % or mileage rate                |
| Installation Fee:           | \$ _____ | per hour (Prevailing Wage rates) |
| Design Fee:                 | \$ _____ |                                  |
| Performance Bond:           | \$ _____ |                                  |
| Demolition Fee:             | \$ _____ |                                  |
| Restock Fees:               | \$ _____ |                                  |
| Lift Gate Fee when required | \$ _____ |                                  |

**NOTE : If services are not documented in pricing pages, fees must be justified by using RS Means.**

##### FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired. Will your company honor orders placed during the contract period for future delivery?

No \_\_\_\_\_ Yes \_\_\_\_\_ Yes but only if delivered before \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Email: \_\_\_\_\_

**\*\*Note:** All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.

**INVITATION FOR BID  
PLAYGROUND EQUIPMENT AND MATTING BID  
#18-315  
EXHIBIT #1**

**KCDA BID RESPONSE FORM**

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sole Proprietor    **Y**    **N**

State of WA Department of  
Contractor's Registration No. \_\_\_\_\_

State of WA UBI Number \_\_\_\_\_

State of WA Department of  
Employment Security No. \_\_\_\_\_

Washington State Excise Tax Registration No. \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**COMPANY BACKGROUND** (must be completed by all bidders)

1. How many years has your company been in business? \_\_\_\_\_
2. What is your primary line of trade? \_\_\_\_\_
3. What is the current size of your company? (ie; customer base, annual revenue, number of employees, etc.) \_\_\_\_\_
4. What is the location of your company. Do you have any branch offices in WA (please provide address). What location(s) will be servicing the KCDA member school districts?  
\_\_\_\_\_  
\_\_\_\_\_

**MARKETING METHODS** (must be completed by all bidders)

1. How many outside sales people do you have? \_\_\_\_\_
2. What size territories do they carry? \_\_\_\_\_
3. What kind of training do you provide your staff to keep current on CPSC guidelines and legislation such as ADA? \_\_\_\_\_
4. Do you use computer graphics in your presentation to your customers? If so, please describe \_\_\_\_\_
5. Do you participate in trade shows? If so, please list the name(s) and location(s): \_\_\_\_\_
6. Do you provide catalogs and price lists at no charge? \_\_\_\_\_
7. If awarded, please describe how you plan to market the KCDA contract and keep its members informed of your participation with KCDA. (attach additional pages if required)

## **KCDA BID RESPONSE FORM**

### **EXPERIENCE** (must be completed by all bidders)

Each bidder must show evidence of completion within the last two years of at least three projects involving work within school districts of product types listed in this bid.

Provide pertinent information below for each of the three projects:

Project (site) Name \_\_\_\_\_

Project Location \_\_\_\_\_

Project Description \_\_\_\_\_

Completion Date \_\_\_\_\_ Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Project (site) Name \_\_\_\_\_

Project Location \_\_\_\_\_

Project Description \_\_\_\_\_

Completion Date \_\_\_\_\_ Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Project (site) Name \_\_\_\_\_

Project Location \_\_\_\_\_

Project Description \_\_\_\_\_

Completion Date \_\_\_\_\_ Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Planned Subcontractors:

1. \_\_\_\_\_  
Name and Address

2. \_\_\_\_\_  
Name and Address

Company Name: \_\_\_\_\_



## **KCDA BID RESPONSE FORM**

NOTE: Vendor bid pricing MUST include a 2% administrative fee on all line items and charges, **including freight**. The administrative fee must be part of the bid price. If you are bidding a manufacturers catalog list price less a discount, you must ensure that the administrative fee is included in the net price to KCDA's members. KCDA will be billed by the vendor at which point KCDA will invoice the member at the bid price. The vendor will pay KCDA a 2% administrative fee on the total invoice price, not including sales tax. Upon receipt of the vendor's invoice, KCDA will charge back the vendor for the 2% administrative fee.

**PRICING** (must be completed by all bidders –attach additional pages as needed)

### **I. EQUIPMENT**

1. Name of equipment manufacturer \_\_\_\_\_
  2. Discount off equipment price list \_\_\_\_\_% Price List Date \_\_\_\_\_  
(Complete component parts price list must be included with bid)
- |                                |                   |   |           |   |                                                   |
|--------------------------------|-------------------|---|-----------|---|---------------------------------------------------|
|                                | Per Hour          | - | <b>OR</b> | - | Applied % (circle one)                            |
| Cost of equipment installation | \$ _____ per hour |   |           |   | ____% against (cost of equipment) (total project) |

### **II. MATERIALS AND SERVICES**

1. Name of rubber matting manufacturer \_\_\_\_\_
2. Discount off rubber matting price list \_\_\_\_\_% Price List Dated \_\_\_\_\_  
(Price list must be submitted with bid)
3. Name of poured in place rubber surfacing manufacturer \_\_\_\_\_
4. Discount off poured in place rubber surfacing price list \_\_\_\_\_% Price List Dated \_\_\_\_\_  
(Price list must be submitted with bid)
5. Name of wood fiber surfacing material manufacturer \_\_\_\_\_
6. Discount off wood fiber surfacing material price list \_\_\_\_\_% Price List Dated \_\_\_\_\_  
(Price list must be submitted with bid)
7. Name of site amenities manufacturer \_\_\_\_\_  
(If bidding multiple manufacturers, attach separate page as necessary)

- |  |          |   |           |   |                        |
|--|----------|---|-----------|---|------------------------|
|  | Per Hour | - | <b>OR</b> | - | Applied % (circle one) |
|--|----------|---|-----------|---|------------------------|
8. Cost of rubber matting installation \$ \_\_\_\_\_ per hour \_\_\_\_% against (cost of equipment) (total project)
  9. Cost of poured in place surfacing installation \$ \_\_\_\_\_ per hour \_\_\_\_% against (cost of equipment) (total project)
  10. Cost of wood fiber surfacing material installation \$ \_\_\_\_\_ per hour \_\_\_\_% against (cost of equipment) (total project)
  11. Cost of site amenities installation \$ \_\_\_\_\_ per hour \_\_\_\_% against (cost of equipment) (total project)  
(Note: if installation is calculated other than by hourly rate or by percentage for lines 8-11, please indicate in detail below.
- 
- 

Company Name \_\_\_\_\_

III. ADDITIONAL SERVICES AND COSTS

Attach a separate sheet identifying all services and charges that would be provided under this contract that are not included in the material and installation quoted above. Identify very specifically the costs and the manner in which they are calculated (either per hour, per square foot, percentage of project, etc). All pricing must be quantifiable.

This would include charges for demolition, relocation, security fencing for the specific project, supervision, digging of holes, i.e. any service or item that could be necessary to complete a project. Vendor may not submit a line item with a “TBD” or “per project” statement. All pricing must be listed and clearly identified.

Company Name \_\_\_\_\_

**INVITATION FOR BID PLAYGROUND  
EQUIPMENT AND MATTING BID #18-315**

**BID SUBMITTAL CHECKLIST**

- ☐ Debarment Statement – Attachment A
- ☐ Mfr Terms & Conditions – Attachment B
- ☐ Bid Response Form Attachment C
- ☐ Price lists included
- ☐ Attach Warranties
- ☐ Certificates for ADA, CPSC or IPEMA

Bidder is solely responsible for assuring that all forms and information are attached and/or provided as required in this bid.





**PURCHASING COOPERATIVE**

18639- 80<sup>TH</sup> Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • [www.kcda.org](http://www.kcda.org)

**INVITATION FOR BIDS**

**#18-315 Playground Equipment, Matting & Site Amenities**

**BID DUE DATE: March 15, 2018 On or Before 2:00 PM PST**

**Attachment A**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed:   
Title: President  
Firm: Northwest Playground Equipment, Inc.  
Address: PO Box 2410  
City, State, Zip: Issaquah, WA 98027  
Date: March 8, 2018  
Email: bob@nwplayground.com

*Note: Electronic acceptance of these terms and conditions signifies compliance with above statement. (Line item Whse bids)*



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of February 5, 2018, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Northwest Playground Equipment, Inc.

Bidder's Business Name



Signature of Authorized Official\*

Robert S McGarvey

Printed Name

President

Title

3/10/2018

Date

Issaquah

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



**KCDA PURCHASING COOPERATIVE**

18639-80TH Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-385-5402 • www.kcda.org

**ATTACHMENT B**  
 Bid #18-315 Playground Equipment, Matting & Site Amenities  
 Terms By Manufacturer  
 Bid Due Date: March 15, 2018 On or Before  
 2:00 PM PST

|                                                   |                     |                                      |  |
|---------------------------------------------------|---------------------|--------------------------------------|--|
| Bidder Name: Northwest Playground Equipment, Inc. |                     | Address: PO Box 2410                 |  |
| Phone: (425) 313-9161                             | Fax: (425) 313-9194 | City, State, Zip: Issaquah, WA 98027 |  |

**STANDARD BIDDER LEAD TIME FOB DESTINATION:** \_\_\_\_\_

**TERMS BY MANUFACTURER:** Please provide the minimum order required per manufacturer and lead times.

**SPECIFIC DISCOUNTS:** Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.

| Manufacturer               | Minimum Order | Lead Time | Discount Amount | Discount Detail | FOB - Freight<br>FACTORY - Cost will be extra<br>DESTINATION - Cost is included in discount |
|----------------------------|---------------|-----------|-----------------|-----------------|---------------------------------------------------------------------------------------------|
| Bark Time                  | None          | 4-6 Weeks | 8%              | 2018 List Price | FOB Factory                                                                                 |
| Bison                      | None          | 4-6 Weeks | 10%             | 2018 List Price | FOB Factory                                                                                 |
| DuMor                      | None          | 4-6 Weeks | 3%              | 2018 List Price | FOB Factory                                                                                 |
| Dynamo                     | None          | 4-6 Weeks | 7%              | 2018 List Price | FOB Factory                                                                                 |
| FlexGround                 | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| ForeverLawn                | None          | 4-6 Weeks | 8%              | 2018 List Price | FOB Factory                                                                                 |
| Freemotes Harmony          | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Greenfield Outdoor Fitness | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| ID Sculptures              | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Kay Park                   | None          | 4-6 Weeks | 8%              | 2018 List Price | FOB Factory                                                                                 |
| MyTCoat                    | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Parasol                    | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Playworld                  | None          | 4-6 Weeks | 10%             | 2018 List Price | FOB Factory                                                                                 |
| Rocky Mountain             | None          | 4-6 Weeks | 8%              | 2018 List Price | FOB Factory                                                                                 |
| Rubber Recycle             | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Scoremaster                | None          | 4-6 Weeks | 6%              | 2018 List Price | FOB Factory                                                                                 |
| Shade Systems              | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Shawgrass                  | None          | 4-6 Weeks | 8%              | 2018 List Price | FOB Factory                                                                                 |
| Smartle                    | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Soft Solutions             | None          | 4-6 Weeks | 10%             | 2018 List Price | FOB Factory                                                                                 |
| Soft Surfaces              | None          | 4-6 Weeks | 6%              | 2018 List Price | FOB Factory                                                                                 |
| TotTurf                    | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| UPC Parks                  | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| USA Shade                  | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |
| Wabash                     | None          | 4-6 Weeks | 5%              | 2018 List Price | FOB Factory                                                                                 |

*RLM Day, President*  
 Authorized Agents Signature

Date 8-Mar-18 Bid Number 18-315

Northwest Playground Equipment, Inc.  
 Name of Firm





3-7-18

To whom it may concern,

Northwest Playground Equipment, Inc. is an authorized dealer of Bark Time Blower Truck Service products and services.

Best Regards,

Jill Winchester  
President  
Rock Solid Trucking, Inc.  
dba Bark Time Blower Truck Service



January 1, 2018

RE: Authorization

Please accept this letter of authorization that Northwest Playground Equipment, Inc. is an authorized representative to sell Bison, Inc. products and is in good standing.

Should you have any questions or need further information, please contact me at your convenience.

Thank you,

Chris Livingston  
Bison Inc. – National Sales Manager  
800.247.7668 ext. 3177  
clivingston@bisoninc.com

603 "L" STREET LINCOLN, NE 68522 402.474.3353 FAX: 402.474.6720

*Bison, Inc. is a subsidiary of IMSCORP*

www.bisoninc.com

TOLL FREE

800.247.7668

**A GOAL FOR EVERY GAME**

Page 140 of 189

February 22, 2018

RE: Authorization Letter

To whom it may concern:

This letter confirms that Northwest Playground Equipment, Inc. is an exclusive, authorized Representative to sell, install and service the complete line of DuMor, Inc. products.

Best Regards,



Gregory E. Grose  
Vice President, Sales and Marketing





Northwest Playground Equipment, Inc.  
P.O Box 2410  
Issaquah, WA 98027

December 10, 2007

To Whom It May Concern:

Please be advised that Northwest Playground Equipment, Inc. is an authorized distributor of the Dynamo Playgrounds product. If I can be of assistance to answer any questions regarding their great service or representation to your area please do not hesitate to contact me personally.

Thank you in advance for considering our products and Northwest Playground Equipment's great service to your community.

Cordially,

A handwritten signature in dark blue ink, appearing to be "KB" followed by a checkmark and a wavy line.

Kevin Bloodworth  
President, COO  
Dynamo Industries, Inc.

880 Taylor Creek Dr., Suite 122  
Orléans, ON K1C 1T1 Canada  
(613) 845-0910 (800) 790-0034  
(613) 845-0914 fax  
[www.dynamoindustries.com](http://www.dynamoindustries.com)



7360 Eastgate Road  
Suite #110  
Henderson, NV 89011  
702.823.2343  
888.616.5661  
info@flexground.com

February 20, 2018

To Whom It May Concern:

This letter represents authorization for Northwest Playground Equipment, Inc to represent Flexground as a dealer for our products and services.

A handwritten signature in blue ink, appearing to read 'C. Robertson', is written above the printed name.

Charlie Robertson  
Nevada/Washington Sales Manager



Grass without limits.

February 22, 2018

To Whom It May Concern:

Northwest Playground Equipment, Inc., 345 NW Dogwood Street, Issaquah, WA 98027 is an authorized Dealer with ForeverLawn of Puget Sound and the entire ForeverLawn premium synthetic turf line.

A handwritten signature in black ink, appearing to read "Stacey McDaniel".

Stacey McDaniel  
ForeverLawn of Puget Sound/ Owner  
360-455-9500



P.O. Box 204 East Olympia, WA 98540 | Phone: 360-455-9500 | Fax: 360-438-1025|  
[www.foreverlawn.com](http://www.foreverlawn.com)





November 24, 2021

 Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

(425) 313-9161 or (800) 726-0031

Fax: (425) 313-9194

[debbie@nwplayground.com](mailto:debbie@nwplayground.com)

Please allow this letter to certify that Northwest Playground Equipment, Inc. Is the authorized distributor of Freenotes Harmony Park, Inc. and have the authority to sell and install our product line of outdoor musical instruments.

Please feel free to contact us at [info@freenotesharmonypark.com](mailto:info@freenotesharmonypark.com) or at (303)332-4303

Sincerely,

Max Henry,  
Distribution Services Manager  
Freenotes Harmony Park

January 1, 2018

**Re: Northwest Playground Equipment, Inc. - authorized representation**

To whomever it may concern,

**Northwest Playground Equipment, Inc.** is a factory authorized vendor for Greenfields Outdoor Fitness Equipment for the territory covering of states of **Washington, Oregon** and **Alaska**; supporting all related supply and service of our products within this territory.

**Northwest Playground Equipment, Inc**

Attn: Bob McGarvey

PO Box 2410,

Issaquah, WA 98027-0109

T: 800-726-0031

F: 425-313-9194

E: [bob@nwplayground.com](mailto:bob@nwplayground.com)

This letter is valid until Dec 31, 2019, after which time an updated letter will be issued.

Please feel free to contact me directly with any inquiries concerning this issue.

Sincerely,



Sam Mendelsohn

President & CEO

**GREENFIELDS**

**Outdoor Fitness Equipment**

Cell: 949-285-6961

E: [sam@greenfieldsfitness.com](mailto:sam@greenfieldsfitness.com)



February 23, 2018

To whom it may concern,

Northwest Playground Equipment Inc. is an authorized dealer of ID Sculpture products.

With regards,

A handwritten signature in black ink, appearing to read 'Andris Zobs', with a long horizontal flourish extending to the right.

Andris Zobs





1301 PINE STREET  
P.O. BOX 477  
JANESVILLE, IOWA 50647

Telephone 319/987-2313  
Toll-Free 800-553-2476  
Fax 319/987-2900  
[www.kaypark.com](http://www.kaypark.com)  
[sales@kaypark.com](mailto:sales@kaypark.com)

June 15<sup>th</sup>, 2017

To Whom It May Concern:

Northwest Playground Equipment, Inc. is an authorized dealer to sell Kay Park Recreation products. Kay Park will honor any responsibilities under our warranty for products sold by Northwest Playground Equipment.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Chad Deboer'.

Chad Deboer  
Director of Sales and Market Development  
Kay Park Rec Corp  
1-800-553-2476  
[chad@kaypark.com](mailto:chad@kaypark.com)

MyTCoat / Aadvantage Panels & Fence, Inc.  
PO Box 1790  
Whitney, TX 76692

## **DISTRIBUTORSHIP AGREEMENT**

This Agreement is by and between, Aadvantage Panels & Fence, Inc. dba MyTCoat Commercial Outdoor Furniture whose address is PO Box 1790, Whitney, TX 76692 hereinafter referred to as "Company", and Northwest Playground Equipment, Inc. whose address is PO Box 2410, Issaquah, WA 98027, hereinafter referred to as "Distributor".

Whereas, Company is engaged in the marketing, manufacturing, and sale of Site Furnishings, further referred as the "product".

Whereas, Distributor desires to sell Company's services in accordance with the terms and conditions of this Agreement.

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Representative's relationship to the Company is that of an independent contractor. The Distributor shall have no authority to bind the Company to any contractual terms. Nothing in this Agreement shall create any obligation between both Parties and/or a third party.

Now, therefore, it is agreed as follows:

### **1. Rights Granted.**

Company hereby grants to Distributor the right, on the terms and conditions set forth herein, to purchase, inventory, promote, and resell "Company's Products" with the following area (the "Territory"): the territories of Washington, Oregon, Alaska, Northern Idaho, and Montana. This right shall be exclusive for all of Company's products.

Exclusion noted is the private label products sold to national internet distributors.

### **2. Products.**

The term "Company Products," in this Agreement, shall mean the products, related service parts and accessories manufacturer and or sold by Company as follows: Site Furnishings included but not limited to Picnic Tables, Park Benches, Bike Racks, and Trash Receptacles.

### **3. Marketing Policies**

Distributor will promote Company's Products in the territory indicated. Distributor is authorized to enter into written agreements with it's dealers and customers relating to the purchase, resale and service of Company's Products. Distributor is also authorized to sell Company's Products on purchasing contracts.

#### **Pricing, Terms, and Payment**

- a. Company agrees to furnish a Price List to Distributor by Company showing Price of Product Less agreed Discount and suggested retail price.
- b. Company agrees not to increase pricing without notice to Distributor no less than (30) days prior, unless price increase is due to circumstances outside of Company's control, in that circumstance, Company agrees to notify Distributor immediately.
- c. Company agrees to extend Net 30 day terms to Distributor
- d. Distributor agrees to pay all invoices within terms set forth by Company
- e. Distributor agrees to pay invoice by check or ACH. Credit Card payments will be accepted, but must be paid at the time of shipping, unless other arrangements are made by and agreed upon by both parties.

### **4. Distributor's General Duties.**

- f. Distributor shall maintain a place of business in the Territory.
- g. Distributor shall hire sales personnel or appoint representatives to introduce, promote, market and sell Manufacturer's Products in the Territory. Distributor shall adequately train such personnel.
- h. Distributor agrees not to engage in the distribution, promotion, marketing or sale of any goods or products that compete or conflict with Company's Products. Exceptions to this are listed below.
  - i. Dumor site furnishings or other high end furnishing line
  - ii. Playworld site furnishings
- i. Wabash site furnishings we will discontinue to market it, but will still need to sell to some customers. Distributor agrees that any competitor's products currently being offered on contract will be immediately switched over to Company's products when possible. When not possible, Distributor agrees to switch contracted product offering as soon as time permits.



## **5. Proprietary Marks**

The Company shall retain control over packaging, design, and use of its names, marks, symbols, and labels on the Product, provided however, that during the Term of this Agreement, the Distributor, under the direction of the Company, is authorized to use the names, marks, symbols and labels of the Company in the marketing, distribution, and sale of Product.

## **6. Assignment**

This Agreement, and the rights, remedies and obligations provided herein, may not be transferred or assigned by either party without the express written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of, be binding upon, and enforceable by and against, the parties hereto and their respective legal representatives, heirs, executors, administrators, personal representatives, successors, and assigns.

## **7. Indemnification**

Each party hereto (the "Indemnifying Party") shall indemnify and hold harmless the other party, and its employees, shareholders, officers, directors, agents and other affiliates (collectively, and "Indemnified Party"), to the fullest extent permitted by law, against any and all claims, actions, demands, losses, costs, expenses, damages and claims of any kind whatsoever which and Indemnified Party may sustain or incur, including reasonable legal fees and costs, as a result of or arising from the Indemnifying Parties failure to fulfill its obligations provided herein or the negligent, willfull or intentional action or omission to act by the Indemnifying Party, or by the employees, shareholders, officers, directors, agents and other affiliates of the Indemnifying Party.

## **8. Force Majeure**

In the event either party is prevented from performing its obligations hereunder due to an act of God, accident, fire, flood, earthquake, storm, riot, war, sabotage, explosion, strike, labor disturbance, national defense requirement, change in governmental law, ordinance, rule or regulation, inability to obtain electricity, fuel, labor, equipment or transportation, or any other contingency beyond such party's reasonable control, the equipment or transportation, or any other contingency beyond such party's reasonable control, the term of this agreement shall be suspended for so long as performance is so delayed or prevented. The party which is prevented will use its best effort to give the other party the maximum advance notice of any shutdown and to restore service as soon as possible. If service is or will be interrupted for more than ninety days, either party may terminate this agreement by notice to the other party.

## **9. Governing Law**

This Agreement shall be construed in accordance with the laws of the the State of Texas, regardless of conflicts of law principles.

#### 10. Non-Disclosure

All confidential or proprietary information provided by a party hereto to the other shall be kept by such party in strictest confidence until it becomes public information.

The Distributor agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, Engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Distributor by the Company, either directly or indirectly. The Distributor may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or Authorized representatives or for any other purpose Company may hereafter authorize in writing.

#### 11. Term and Termination

Unless earlier terminated as provided below, this agreement shall begin on the signing date.

- a. Company may terminate at any time by written notice given to the Distributor not less than ninety (90) days.
- b. Company may terminate this Agreement upon notice to Distributor on any of the following events: (1) failure of Distributor to fulfill or perform any one of the duties, obligations or responsibilities of Distributor in this Agreement, which failure not cured within 30 Days' notice from Company; (2) any assignment by Distributor of any interest in this agreement or delegation of Distributor's obligations without Company's written consent; (3) failure of Distributor for any reason to function in the ordinary course of business; (4) conviction in a court of competent jurisdiction of Distributor for any violation of law that, in Company's opinion, to affect adversely the operation or business of Distributor or the good name, goodwill, or reputation of Company, products of Company, or Distributor; or (5) submission by Distributor to Company of fraudulent reports or statement, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Company.
- c. Distributor may terminate at any time by written notice given to Distributor not less than ninety (90) days.

In Witness Whereof, the parties have hereunto executed this Agreement on the day of \_\_\_\_\_, to become effective immediately

"Company" MyTCoat Commercial

Outdoor Furniture

Name/ Title: Troy Stephens

Co-owner

Date: 5/17/2017

Signature: 

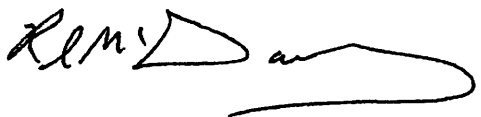
"Distributor" Northwest Playground

Equipment, Inc.

Name/Title: Bob M. Garvey

President

Date: 5/16/17

Signature: 



*February 22, 2018*

*KCDA  
PO Box 5550  
Kent, WA 98064  
Attn: Paula Schilling*

*RE: Northwest Playground Equipment, Inc.*

*Dear Ms. Schilling,*

*The purpose of this letter is to inform you that Northwest Playground Equipment, Inc., is an authorized dealer of both the Poligon and Poligon Fabric lines that Porter Corp manufactures.*

*Sincerely,*



*Bob Arent  
Credit Manager CBA  
Porter Corp  
616.888.3513 direct line*



February 22, 2018

RE: Sole Source Letter/Authorized Dealer

To Whom It May Concern:

This letter is to confirm that Northwest Playground Equipment is the exclusive authorized contracted dealer for Playworld in the states of Alaska, Montana, Washington, Oregon and Northern Idaho. Furthermore, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Kristi M. Teats".

Kristi M. Teats  
Customer Service Manager  
Playworld  
[kristit@playworld.com](mailto:kristit@playworld.com)  
570-522-5447



ZEAGER BROS., INC.  
4000 EAST HARRISBURG PIKE  
MIDDLETOWN, PA 17057 USA  
717-944-7481 FAX 717-944-7681

To whom this may concern,

Northwest Playground Equipment Company is authorized to sell the following products manufactured by Zeager Bros., Inc. including: WOODCARPET® premium engineered wood fiber, WOODCARPET MATS®, DURALINER® fabric, DURADRAIN® foam drain panels, RECBASE® resilient foam base and RECMAT™ interlocking rubber tiles.

Sincerely,

Jeff Mrakovich  
Assistant Sales Mngr.  
Zeager Bros., Inc.

[www.zeager.com](http://www.zeager.com)



1-800-346-8524





Nov 22, 2018

Re: Rubberecycle Representation

To Whom It May Concern:

This letter serves to confirm that Northwest Playground Equipment is an authorized dealer of all Rubberecycle Products and as such, has the authority to sell our products within their sales territory. Should you have any questions, please feel free to contact me accordingly.

Regards,

**Chad Morningstar**  
**National Sales Manager**  
Rubberecycle  
1985 Rutgers University Blvd  
Lakewood, NJ 08701  
Phn: 888.436.6846 x 215  
Cell: 519.330.6630  
Fax: 732.370.4247  
[www.rubberecycle.com](http://www.rubberecycle.com)



Professional Components LTD  
2074 Henry Ave  
Sidney BC, V8L 5Y1  
250-656-6165

To whom it may concern,

This letter is to confirm that Northwest Playground Equipment Inc is an authorized and exclusive dealer of Scoremaster products in the State of Washington.

Any questions or further inquiries, please email me at [mike.king@professionalcomponents.com](mailto:mike.king@professionalcomponents.com) or call 250-656-6165 Ext 237.

MIKE KING | Scoremaster Product Manager

[mike.king@professionalcomponents.com](mailto:mike.king@professionalcomponents.com) / 250.656.6165 Ext 237 Mobile: 250-589-4271

Professional Components  
250.656.6165  
2074 Henry Ave., Sidney BC V8L 5Y1 Canada  
[www.scoremaster.com](http://www.scoremaster.com)



4150 S.W. 19<sup>th</sup> Street • Ocala, FL 34474

Tel.: 352/237-0135 • TOLL-FREE: 1-800-609-6066 • FAX: 352/237-2256

E-mail: [info@shadesystemsinc.com](mailto:info@shadesystemsinc.com) • Web: [www.shadesystemsinc.com](http://www.shadesystemsinc.com)

February 22, 2018

To Whom It May Concern:

This letter is to confirm Northwest Playground Equipment, Inc. is an exclusive distributor for Shade Systems, Inc. shade structures in the states of Oregon and Washington.

If there is need of additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to be "Margo Talbot", written over a faint, light blue circular background.

Margo Talbot  
Customer Service Manager  
Shade Systems, Inc.





185 S. Industrial Blvd., Calhoun, GA 30701

03-04-2018

To whom it may concern:

Northwest Playground Equipment, Inc., (owner-Bob McGarvey) is authorized to sell Shawgrass turf and accessories. They are also authorized to sell complete, turnkey turf systems provided by Southwest Greens International in Washington, Oregon, Northern Idaho, Montana and Alaska.

Please contact me if you have any questions.

Sincerely,

Tim Hopkins  
U.S. Territory Manager  
Southwest Greens International & Shawgrass  
Divisions of Shaw Industries, Inc.  
A Berkshire Hathaway Company  
185 South Industrial Blvd  
Calhoun, GA 30701  
Email: [Tim.Hopkins@shawinc.com](mailto:Tim.Hopkins@shawinc.com)  
Cell: [404-432-6185](tel:404-432-6185)

**Parity, Inc.**

318 N. Lincolnway

North Aurora, Illinois 60542

February 27, 2018

To Whom It May Concern,

This letter is to verify that;

Northwest Playground Equipment, Inc.

345 NW Dogwood St.

Issaquah, WA 98027

Is an authorized dealer of the SMARTE Playground Surfacing System since 2014.

Sincerely yours,

Elaine Sherman, president Parity, Inc.

630-697-6207



**Sof'Fall Inc.**  
SAFETY SURFACING

P.O. Box 667  
Draper, Utah 84020  
Phone: 800-523-8690  
Fax: 801-501-0762

To whom it my concern,

Northwest Playground is an authorized dealer for Sof'Fall and Sof Solutions products.

Thank you  
Charolette Anderson

A handwritten signature in blue ink that reads "Anderson". The signature is stylized with a large, looped "A" and a long, sweeping underline.





4393 Discovery Line, P.O. Box 239  
Petrolia, ON N0N 1R0

**T** 800.263.2363  
**F** 519.882.2697

[www.sofsurfaces.com](http://www.sofsurfaces.com)

To Whom It May Concern,

Northwest Playground Equipment is authorized to represent and distribute sofSurfaces, Inc products in the State of Oregon and Washington until our agreement expires December 31, 2019.  
Please contact us with any questions.

Regards,

A handwritten signature in blue ink, appearing to read "Brad Goss", is written over a horizontal line.



Brad Goss / Inside Sales & Support  
[gossb@sofsurfaces.com](mailto:gossb@sofsurfaces.com)

sofSURFACES  
Office: 800.263.2363 x212 / Fax: 519.882.2697  
4393 Discovery Line, Petrolia, ON Canada N0N 1R0  
<http://www.sofsurfaces.com>

# ROBERTSON INDUSTRIES, INC.

---

February 22, 2018

To Whom It May Concern:

Robertson Industries, Inc. has six service centers throughout the United States that have installed thousands of Poured in Place Rubberized Surfacing pads, one of the dealers that have helped us achieve this is Northwest Playground Equipment, Inc. We have over 27 proven years in experience with safety surfacing installation in various locations.

Robertson Industries, Inc. attests that all materials shall be installed by employees and subcontractors that are licensed, company trained and certified installers. Furthermore, installation shall not be performed by anyone other than manufacturer or certified installers. Robertson Industries, Inc. certifies that the synthetic surfacing meets or exceeds the ASTM F1292-04 for a head-first fall from the highest accessible portion of the playground equipment.

In the construction industry, Robertson Industries Inc., the makers of Tot Turf, is known for our quality of work, our team ethics and exceeding schedules. Please contact us if you are in need of more information.

Respectfully,



Richard Hawley  
Vice President of Sales  
Robertson Industries, Inc.



21 February, 2018

Mr. Bob McGarvey, President  
Northwest Playground Equipment, Inc.  
345 NW Dogwood Street  
Issaquah, WA 98027

Reference: authorized dealer for UPC Parks

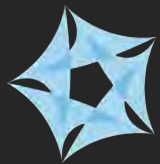
Dear Mr. McGarvey:

This is to state that Northwest Playground Equipment, Inc. is an authorized sales agent for Universal Precast Concrete, Inc, d.b.a. as UPC Parks, for the following states: Oregon, Washington and Alaska.

UPC Parks will honor any responsibilities under warranty for our products sold by the above authorized sales representative.

Sincerely,

Dan Christensen  
Department Manager  
UPC Parks



February 27, 2018

To Whom this May Concern:

Northwest Playground  
PO Box 2410  
Issaquah, WA 98027-0109

Northwest Playground is our authorized distributor for the State of Washington. They are authorize to sell and install our products for the State of Washington. If you have any questions, feel free to contact me directly at (214) 587-4706.

Best regards,

Ashlee Acosta  
Company Sales  
(214) 587-4706  
[aacosta@usa-shade.com](mailto:aacosta@usa-shade.com)



February 21, 2018

To Whom It May Concern:

Please let this letter serve notice that Northwest Playground, is an authorized representative of the Wabash Valley, Urbanscape and Green Valley product lines.

If you have any questions, please feel free to contact me at 1-800-253-8619.

Respectfully,



Leslie Brouette  
Director of Sales  
WABASHVALLEY MFG ., INC .



HAGS



Miracle.

PLAYWORLD



USASHADE  
A Pacific Structures

WABASH VALLEY

**INVITATION FOR BID  
PLAYGROUND EQUIPMENT AND MATTING BID  
#18-315  
EXHIBIT #1**

**KCDA BID RESPONSE FORM**

Name of Company: Northwest Playground Equipment, Inc.  
Contact Name: Robert S McGarvey  
City, State, Zip Issaquah, WA 98027  
Sole Proprietor Y ☒ N  
State of WA Department of  
Contractor's Registration No. NORTHPE044DJ  
State of WA UBI Number 601 691 557  
State of WA Department of  
Employment Security No. 861376 00 0  
Washington State Excise Tax Registration No. A 05 4410 17  
Federal Tax ID Number 91-1719261

**AUTHORIZED SIGNATURE**

*Robert S McGarvey*, President

**COMPANY BACKGROUND (must be completed by all bidders)**

1. How many years has your company been in business? 21
2. What is your primary line of trade? Full service supplier of commercial park and playground equipment.
3. What is the current size of your company? (ie; customer base, annual revenue, number of employees, etc.)  
We currently have 14 employees and serve WA, OR, AK MT and Northern ID. We have 6 outside sales reps, 5 customer service specialists and a dedicated graphic designer. Annual revenue exceeds \$5 million.
4. What is the location of your company. Do you have any branch offices in WA (please provide address). What location(s) will be servicing the KCDA member school districts?  
Our main office is located at 365 NW Dogwood, Issaquah, WA and will serve as the main point of contact for KCDA member school districts.  
We also have a sales staff located in Bend, OR, Maple Valley, WA, Kirkland, WA and Spokane, WA

**MARKETING METHODS (must be completed by all bidders)**

1. How many outside sales people do you have? Six
2. What size territories do they carry? 1) NW WA, 2) Central WA, 3) South OR, 4) Alaska, 5) E WA, N ID and MT, 6) North OR and S WA.
3. What kind of training do you provide your staff to keep current on CPSC guidelines and legislation such as ADA?  
The staff go through the National Playground Safety Institute training course and we currently have 9 NPSI certified employees. All sales reps are also trained on ADA laws and can give a 45 minute slide show in implications of the law. We have a certified Inclusive Play Designer on staff.
4. Do you use computer graphics in your presentation to your customers? If so, please describe  
Yes, 3-D full color computer graphics are a key component in our presentations. Layout of customers can easily be completed or revised by our in-house graphic designer.
5. Do you participate in trade shows? If so, please list the name(s) and location(s):  
We participate in numerous trade shows throughout the year, including PTA, Principal Conferences, Schools, Park & Recreation and Architect shows in the states in our covered territories. WRPA in Spokane, Corvallis Park & Rec, Montana PTA - Missoula for examples
6. Do you provide catalogs and price lists at no charge?  
Yes, Catalogs and price lists as well as onsite quotes are provided at no extra charge.
7. If awarded, please describe how you plan to market the KCDA contract and keep its members informed of your participation with KCDA. (attach additional pages if required) **\*\*Please see attached Marketing Plan.**

## KCDA BID RESPONSE FORM

### EXPERIENCE (must be completed by all bidders)

Each bidder must show evidence of completion within the last two years of at least three projects involving work within school districts of product types listed in this bid.

Provide pertinent information below for each of the three projects:

Project (site) Name City of Auburn - Brannon Park  
Project Location Brannon Park, 1055 28th St. NE, Auburn, WA 98002  
Project Description Sports grass surfacing for play field.  
Completion Date July 2017 Contact Name Daryl Faber  
Title Project Manager  
Phone (253) 804-5044 email dfaber@ci.auburn.wa.us

Project (site) Name Issaquah School District - Issaquah Valley Elementary  
Project Location Issaquah Valley Elementary, 555 NW Holly St, Issaquah, WA 98027  
Project Description Supply and install outdoor fitness equipment  
Completion Date August 2016 Contact Name Tom Mullins  
Title Construction Coordinator  
Phone (425) 837-7038 email mullinst@issaquah.webnet.edu

Project (site) Name City of Issaquah - Gibson Park  
Project Location Gibson Park, 106 Newport Way SW, Issaquah, WA 98027  
Project Description Supply and install additional equipment for the park.  
Completion Date October 2017 Contact Name Steve Lindsley  
Title Parks Supervisor  
Phone (425) 837-3363 email stevel@issaquahwa.gov

Planned Subcontractors:

1. R&R Construction, Inc, PO Box 10, Carbanado, WA 98323  
Name and Address
2. Playsafe Construction, 345 NW Dogwood, Issaquah, WA 98027  
Name and Address

Company Name: Northwest Playground Equipment, Inc.

## KCDA BID RESPONSE FORM

NOTE: Vendor bid pricing MUST include a 2% administrative fee on all line items and charges, **including freight**. The administrative fee must be part of the bid price. If you are bidding a manufacturers catalog list price less a discount, you must ensure that the administrative fee is included in the net price to KCDA's members. KCDA will be billed by the vendor at which point KCDA will invoice the member at the bid price. The vendor will pay KCDA a 2% administrative fee on the total invoice price, not including sales tax. Upon receipt of the vendor's invoice, KCDA will charge back the vendor for the 2% administrative fee.

**PRICING** (must be completed by all bidders –attach additional pages as needed)

### I. EQUIPMENT

1. Name of equipment manufacturer Playworld Systems, Inc.
2. Discount off equipment price list 10 % Price List Date 2018  
(Complete component parts price list must be included with bid)
- Cost of equipment installation      Per Hour -      **OR**      -      Applied % (circle one)  
\$ \_\_\_\_\_ per hour      42 % against (cost of equipment) (total project)

### II. MATERIALS AND SERVICES

1. Name of rubber matting manufacturer SofSurfaces
2. Discount off rubber matting price list 5 % Price List Dated 2018  
(Price list must be submitted with bid)
3. Name of poured in place rubber surfacing manufacturer TotTurf
4. Discount off poured in place rubber surfacing price list 5 % Price List Dated 2018  
(Price list must be submitted with bid)
5. Name of wood fiber surfacing material manufacturer Rocky Mountain Dist.
6. Discount off wood fiber surfacing material price list 8 % Price List Dated 2018  
(Price list must be submitted with bid)
7. Name of site amenities manufacturer MyTCoat - 5% Discount - 2018 Prices  
(If bidding multiple manufacturers, attach separate page as necessary)
8. Cost of rubber matting installation      Per Hour -      **OR**      -      Applied % (circle one)  
\$ \_\_\_\_\_ per hour      \_\_\_\_ % against (cost of equipment) (total project)
9. Cost of poured in place surfacing installation      \$ \_\_\_\_\_ per hour      \_\_\_\_ % against (cost of equipment) (total project)
10. Cost of wood fiber surfacing material installation      \$ \_\_\_\_\_ per hour      \_\_\_\_ % against (cost of equipment) (total project)
11. Cost of site amenities installation      \$ \_\_\_\_\_ per hour      \_\_\_\_ % against (cost of equipment) (total project)  
(Note: if installation is calculated other than by hourly rate or by percentage for lines 8-11, please indicate in detail below.)

42% of list price for all playground equipment plus out of town charges and minimums for certain other products/services.

Other fees include additional charges for installed wood fiber or safety tiles, digging through asphalt, concrete or wood, storage and unloading. \*\*\*Please see attached pricing list.

Company Name Northwest Playground Equipment, Inc.



### III. ADDITIONAL SERVICES AND COSTS

Attach a separate sheet identifying all services and charges that would be provided under this contract that are not included in the material and installation quoted above. Identify very specifically the costs and the manner in which they are calculated (either per hour, per square foot, percentage of project, etc). All pricing must be quantifiable.

This would include charges for demolition, relocation, security fencing for the specific project, supervision, digging of holes, i.e. any service or item that could be necessary to complete a project. Vendor may not submit a line item with a "TBD" or "per project" statement. All pricing must be listed and clearly identified.

Company Name Northwest Playground Equipment, Inc.

**INVITATION FOR BID PLAYGROUND  
EQUIPMENT AND MATTING BID #18-315**

**BID SUBMITTAL CHECKLIST**

- ☐ Debarment Statement – Attachment A
- ☐ Mfr Terms & Conditions – Attachment B
- ☐ Bid Response Form Attachment C
- ☐ Price lists included
- ☐ Attach Warranties
- ☐ Certificates for ADA, CPSC or IPEMA

Bidder is solely responsible for assuring that all forms and information are attached and/or provided as required in this bid.



### History and Qualifications

Thank you again for the opportunity to submit a proposal for the KCDA Playground Equipment and Matting contract. We at Northwest Playground Equipment have been providing fun and making customers happy for over 20 years. Our goal is to provide a full product offering for the outdoor recreation environment. We have grown to be the largest firm in our region by providing quality products and satisfied customers.

We have offered a broad range of products to make sure that all of your customers' needs are taken care of. NPEI can sell and market Playworld Systems, your main playground equipment manufacturer. In addition, we have complemented Playworld's product offerings with Steel Climbing/Rotating equipment from Dynamo, great sounding musical instruments from Freenotes Harmony, and custom concrete products from Cre8Play. This should fulfill all your customers' requirements for playgrounds. We have included safety surfacing, site amenities, shade structures and installation as well.

We would like to be your one stop for your Recreational Product requirements!



### 2018 KCDA Marketing Plan

Northwest Playground Equipment, Inc. would aggressively market our partnership with KCDA for playground equipment. We would immediately let school district officials know of our association with a postcard. All mailers to school districts in Washington, Oregon, Alaska, Idaho and Montana will include a write-up on the benefits of buying through KCDA and the savings that can be realized.

We will immediately hold training seminars for KCDA personnel on Playworld Systems and Soft Solutions. We will also answer any questions on the ASTM or CPSC guidelines and the ADA Law. We would also like to send all of our sales people to your facility to receive training on how other municipalities and state agencies can buy through KCDA.

During trade shows, we will prominently display a sign highlighting our association with KCDA. We will also design a flyer on how to buy our products without having to go out to bid. We will display this sign and flyers at all relevant shows, including shows to school principals, school boards, school maintenance officials, school facility officials, park and recreation shows for municipalities, and housing authority shows.

Should we be chosen as a vendor for playground equipment and safety surfacing we would be committed to making the relationship profitable and worthwhile for both parties.





### 2018 KCDA Marketing Plan

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Should we be chosen as a vendor for playground equipment and safety surfacing we would be committed to making the relationship profitable and worthwhile for both parties.



## INVITATION FOR BIDS

## #18-315 Playground Equipment, Matting &amp; Site Amenities

BID DUE DATE: On or Before 2:00 PM PST

## Attachment D1

## SIGNATURE PAGE AND MISCELLANEOUS FEES

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the invitation for Bids, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

## Contract Prices Offered

1. Firm for annual contract ( ☒ )
2. Firm for initial order only ( )
3. Variable by item/group ( ) *(Identify under separate cover)*

*(Example – change for specific bid as needed)*

## MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to Members. Attach additional pages as may be necessary for each manufacturer.

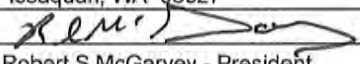
|                             |                                                         |
|-----------------------------|---------------------------------------------------------|
| Delivery Fee:               | \$ <u>Prepaid &amp; added</u> % or mileage rate         |
| Installation Fee:           | \$ <u>See attached</u> per hour (Prevailing Wage rates) |
| Design Fee:                 | \$ <u>No Charge</u>                                     |
| Performance Bond:           | \$ <u>3%</u>                                            |
| Demolition Fee:             | \$ <u>See attached</u> install pricing                  |
| Restock Fees:               | \$ <u>25%</u>                                           |
| Lift Gate Fee when required | \$ <u>\$150</u>                                         |

**NOTE : If services are not documented in pricing pages, fees must be justified by using RS Means.**

## FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired. Will your company honor orders placed during the contract period for future delivery?

No \_\_\_\_\_ Yes XX Yes but only if delivered before \_\_\_\_\_

Firm Name: Northwest Playground Equipment, Inc.  
 Address: PO Box 2410  
 City, State, Zip: Issaquah, WA 98027  
 Signed:   
 Name and Title: Robert S McGarvey - President  
 Telephone No. (425) 313-9161  
 Fax No. (425) 313-9194  
 Email: bob@nwplayground.com

**\*\*Note:** All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of February 5, 2018, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

---

Bidder's Business Name

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

---

If a co-partnership, give firm name under which business is transacted:

---

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*





**PURCHASING COOPERATIVE**

18639- 80<sup>th</sup> Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • [www.kcda.org](http://www.kcda.org)

April 27, 2018

Northwest Playground Equipment, Inc.  
Attn: Bob McGarvey  
PO Box 2410  
Issaquah, WA 98027

The KCDA Board of Directors, at their April 19, 2018 meeting, awarded the following to Northwest Playground Equipment Inc. based upon the response to the KCDA Bid #18-315, Playground Equipment and Matting.

**Playground Equipment & Matting Manufacturers:**

Playworld Systems  
SofSurfaces rubber matting  
TotTurf Poured in Place  
Rocky Mt Distributors (formerly Zeager Bros) wood fiber  
Forever Lawn

**Site Amenities Manufacturers**

|              |                            |
|--------------|----------------------------|
| Bark Time    | Bison                      |
| DuMor        | Dynamo                     |
| FlexGround   | Freenotes                  |
| ID Sculpture | Greenfield Outdoor Fitness |
| Kay Park Rec | MyTCoat                    |
| Parasol      | Rubber Recycle             |
| Scoremaster  | Shade Systems              |
| Shawgrass    | Smarte                     |
| SofSolutions | UPC Parks                  |
| USA Shade    | Wabash                     |

KCDA also awards Northwest Playground Equipment, Inc., the installation and services included in this solicitation. Manufacturer discounts have been awarded as listed in Attachment B.

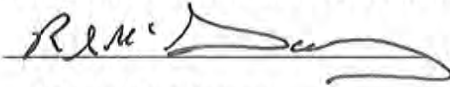
Please note the bid submitted by Northwest Playground Equipment, Inc., the award by KCDA Board of Directors, and the signed award letter, forms a contract based upon the terms and conditions set forth in KCDA Bid #18-315 Playground Equipment & Matting. This contract is in effect starting May 1, 2018 through April 30, 2019 with options to renew for three one-year periods at the mutual discretion of KCDA and Northwest Playground Equipment, Inc..

Please acknowledge receipt of this contract by signing below and returning this contract to Paula Schilling



pschilling@kcda.org

Company Name: Northwest Playground Equipment, Inc.

Signature 

Name (printed) Robert S McGarvey

Title President

Date 5/8/18

Phone (425) 313-9161

Email bob@nwplayground.com



**PURCHASING COOPERATIVE**

18639- 80<sup>TH</sup> Ave S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ [www.kcda.org](http://www.kcda.org)

April 23, 2019

Northwest Playground Equipment, Inc.

Attn: Bob McGarvey

PO Box 2410

Issaquah, WA 98027

The KCDA Board of Directors, at their April 18, 2019 meeting, approved the extension of contract Playground Equipment & Matting, #18-315. Terms and conditions will remain as originally awarded. Pricing submitted for the 2019 contract year will be in effect. This contract extension will begin on May 1, 2019 and run through April 30, 2020.

Please acknowledge receipt of this contract extension by signing below and returning to Paula Schilling – [pschilling@kcda.org](mailto:pschilling@kcda.org).

Company Name Northwest Playground Equipment, Inc.

Printed Name Bob McGarvey

Signature 

Title President

Date 4/26/19

Email bob@nwplayground.com

Phone 425-313-9161



**PURCHASING COOPERATIVE**

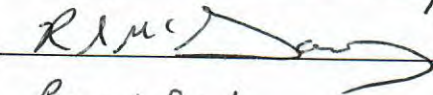
18639- 80<sup>TH</sup> Ave S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ [www.kcda.org](http://www.kcda.org)

April 17, 2020

Northwest Playground Equipment, Inc.  
Attn: Bob McGarvey  
PO Box 2410  
Issaquah, WA 98027

The KCDA Board of Directors, at their April 16, 2020 meeting, approved the extension #2 of contract Playground Equipment & Matting, #18-315. Terms and conditions will remain as originally awarded. Pricing submitted for the 2020 contract year will be in effect. This contract extension will begin on May 1, 2020 and run through April 30, 2021.

Please acknowledge receipt of this contract extension by signing below and returning to Scott Elston – [selston@kcda.org](mailto:selston@kcda.org).

|              |                                                                                            |
|--------------|--------------------------------------------------------------------------------------------|
| Company Name | Northwest Playground Equipment, Inc.                                                       |
| Printed Name | <u>Bob McGarvey</u>                                                                        |
| Signature    | <u></u> |
| Title        | <u>President</u>                                                                           |
| Date         | <u>4/20/20</u>                                                                             |
| Email        | <u>bob@nwplaygrounds.com</u>                                                               |
| Phone        | <u>425-681-2112</u>                                                                        |



**PURCHASING COOPERATIVE**

18639- 80<sup>TH</sup> Ave S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ [www.kcda.org](http://www.kcda.org)

April 16, 2021

Northwest Playground Equipment, Inc  
Attn: Robert McGarvey  
PO Box 2410  
Issaquah, WA 98027

The KCDA Board of Directors, at their April 15, 2021 meeting, approved the final extension of contract #18-315, Playground Equipment & Matting. Terms and conditions will remain as originally awarded. Northwest Playground Equipment has submitted their 2021 price lists, which will apply to the contract extension. This contract extension will begin on May 1, 2021 and run through April 30, 2022.

Please acknowledge receipt of this contract extension by signing below and returning to:  
Karri Wyman - [kwyman@kcda.org](mailto:kwyman@kcda.org).

|              |                                                                                     |
|--------------|-------------------------------------------------------------------------------------|
| Company Name | Northwest Playground Equipment, Inc                                                 |
| Signature    |  |
| Printed Name | Bob McGarvey                                                                        |
| Title        | President                                                                           |
| Date         | 4/23/21                                                                             |
| Email        | bob@nwplayground.com                                                                |
| Phone        | 425-313-9161                                                                        |





## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>Discussion - Resolution - Stokes LID Segregation                                                                                                                                                                                                                    | <b>Agenda Item #:</b> 2.G                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                        | <b>For Agenda of:</b> 12/21/2021                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                        | <b>Prepared by:</b> Dave Gray                                                                                                                                                            |
| <b>Attachments (list):</b> <ol style="list-style-type: none"> <li>Resolution to Segregate Assessment</li> <li>Exhibit A - Segregation Request</li> <li>Exhibit B - Revised Parcel Diagram</li> <li>Exhibit C - Segregation of Assessment</li> <li>Exhibit D - RCW 35.44.410</li> </ol> |                                                                                                                                                                                          |
| <b>Approval of Materials:</b><br><br>Dave Gray<br>Rachel Pitzel 12/17/2021<br>Dave Gray 12/17/2021<br>Daryl Eidinger 12/17/2021                                                                                                                                                        | <b>Expenditure Required:</b>                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                        | <b>Amount Budgeted:</b><br>N/A Cost paid by segregation applicant per the fee schedule.                                                                                                  |
|                                                                                                                                                                                                                                                                                        | <b>Timeline:</b><br>Application discussion by the City Council in the December 21st Study Session.<br>Potential action by the City Council at the December 28th Regular Council Meeting. |

### Summary Statement:

Segregation is a routine process wherein an existing parcel of real property, upon which an existing Local Improvement District (LID) assessment for the City's sanitary sewer has previously been levied, is reapportioned to a parcel that has changed size (which will change the assessment based upon the original assessment formula) either by being divided or via a boarder line adjustment.

### Item History:

### Recommended Action:

Discuss the application with Planning Staff and/or the applicant and refer the applicataion to the December 28th RCM for action or to another study session for further discussion in the new year.

### Fiscal Note/Consideration:

N/A

**RESOLUTION NO. 22-0XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON TO SEGREGATE ORIGINAL ASSESSMENTS UNDER LOCAL IMPROVEMENT DISTRICT NO. 1, PURSUANT TO SECTION 35.44.410 OF THE REVISED CODE OF WASHINGTON**

**WHEREAS**, the City of Edgewood has received written request from the record owners of real property identified on the application form attached as Exhibit A requesting the segregation of original assessments within Local Improvement District No. 1; and

**WHEREAS**, Section 35.44.410 of the Revised Code of Washington authorizes the City Council to order the segregation of local improvement district assessments whenever property subject to such assessments is subdivided or otherwise altered by a boundary line adjustment; and

**WHEREAS**, the new parcel configuration is shown on the diagram attached as Exhibit B; and

**WHEREAS**, RCW 35.44.410 requires that the sum of the new assessments equal the amount of the original assessment before segregation;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The assessment roll of Local Improvement District No. 1, which was confirmed and adopted by Ordinance No. 11-0366 on July 19, 2011, shall be modified to reflect the requested segregation.

**Section 2.** The original assessments shall be segregated in accordance with Section 35.44.410 of the Revised Code of Washington to real property located within Local Improvement District No. 1 and shall result in amended assessments as shown in the table attached hereto and incorporated by this reference as Exhibit C.

**Section 3.** The combined sum of the amended assessments shall equal the amount of the original assessments before segregation, and the assessment roll is in all other respects reaffirmed.

**Section 4.** Effective Date. This resolution will take effect immediately upon passage by the City Council.

**ADOPTED this 00<sup>th</sup> day of JANUARY, 2022**

---

Daryl Eidinger, Mayor

**ATTEST:**

---

Rachel Pitzel, City Clerk

# Exhibit A — Segregation Request

## CITY OF EDGEWOOD

### APPLICATION TO SEGREGATE LID ASSESSMENT

PLEASE COMPLETE AND  
RETURN THIS FORM TO:

City of Edgewood, Finance Department  
2224 104th Ave E, Edgewood WA 98372-1513

|                 |                                              |                                          |
|-----------------|----------------------------------------------|------------------------------------------|
| Owner           | 1999 Stokes Family LLC                       | Jeanette Wheeler                         |
| Mailing Address | 909 Meridian Ave E<br>Edgewood WA 98371-1067 | 17817 28th Ave E<br>Tacoma WA 98445-4321 |

| Existing Parcels<br>(Tax Parcel No.) | Original<br>Assessment |
|--------------------------------------|------------------------|
| 042003-3077                          | \$379,315.00           |
| 042003-3040                          | \$14,740.00            |
| 042003-3026                          | \$17,688.00            |
|                                      |                        |

| New Parcel<br>Descriptions |
|----------------------------|
| BLA Parcel A               |
| BLA Parcel B               |
| BLA Parcel C               |
|                            |

(If additional space is required, please attach the requested information on a separate sheet)

1. The undersigned holds an ownership interest in the above referenced parcel(s) located within a local improvement district in the City of Edgewood, Pierce County, Washington.
2. The City of Edgewood is hereby requested to segregate the assessment amount(s) listed above in accordance with the new property configuration.
3. This application for segregation of assessment is made under the provisions of § 35.44.410 of the Revised Code of Washington.

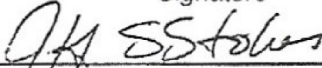
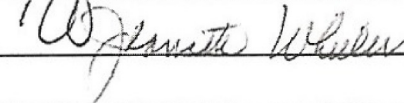
Property Owners (please print)

1999 Stokes Family LLC

Jeanette Wheeler

Signature

Date

11-21-2021  
11-22-2021

#### ASSESSMENT SEGREGATION FEE

A segregation fee is due per §35.44.410 of the Revised Code of Washington as a condition of final map approval. The fee for less than 10 new assessed lots is \$990. Please include payment with this completed form. Questions may be directed to Public Finance at (425) 885-1604.

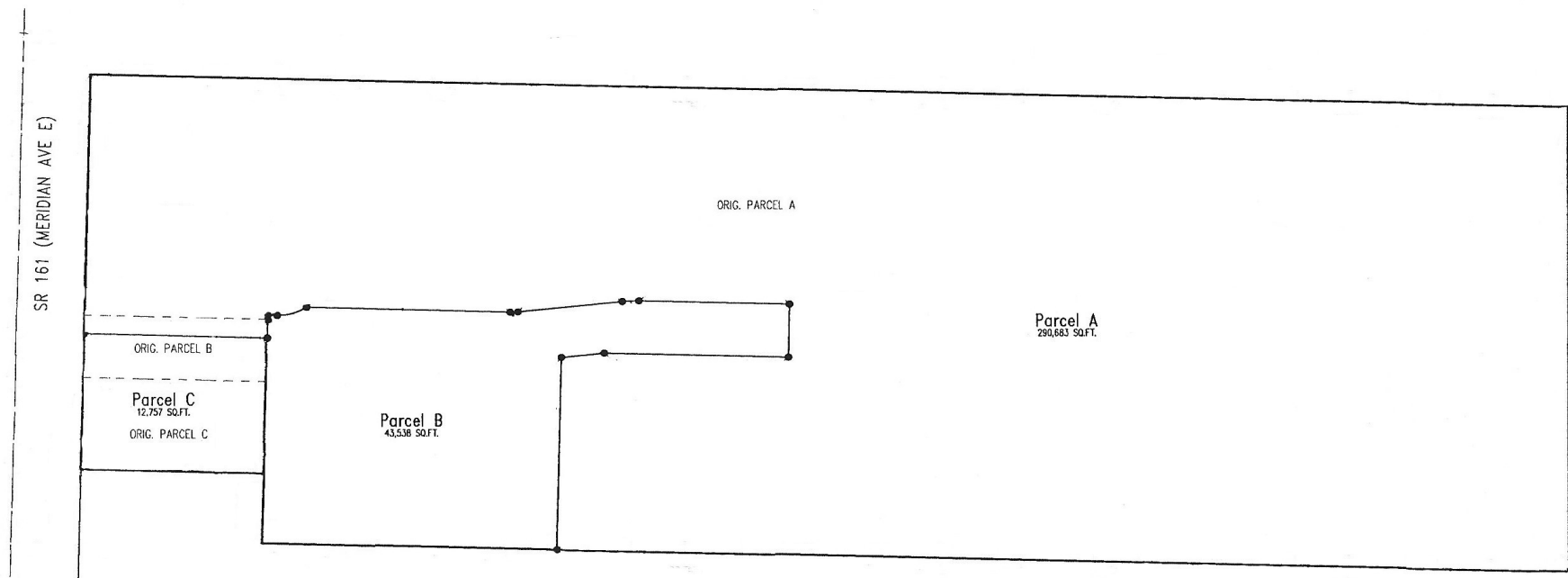
CITY USE: RECEIPT # \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_



## Exhibit B — Revised Parcel Diagram

### ***BOUNDARY LINE ADJUSTMENT***

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 20 N., RANGE 4 E., W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON  
PARCEL # 0420033077, 0420033026, 0420033040



## Exhibit C - Segregation of Assessment

### CITY OF EDGEWOOD

#### Sewer Local Improvement District No. 1

##### ORIGINAL ASSESSMENTS

| Account | Tax Parcel Number | Assessment          | Prin Balance        | Interest Due      | Pay in Full         |
|---------|-------------------|---------------------|---------------------|-------------------|---------------------|
| 027R    | 042003-3077       | \$379,315.00        | \$240,013.98        | \$5,040.29        | \$245,054.27        |
| 028     | 042003-3040       | 14,740.00           | 7,369.72            | 154.76            | 7,524.48            |
| 029     | 042003-3026       | 17,688.00           | 8,843.66            | 185.72            | 9,029.38            |
|         |                   | <b>\$411,743.00</b> | <b>\$256,227.36</b> | <b>\$5,380.77</b> | <b>\$261,608.13</b> |

##### AMENDED ASSESSMENTS

| Account | Lot Description  | Assessment          | Prin Balance        | Interest Due      | Pay in Full         |
|---------|------------------|---------------------|---------------------|-------------------|---------------------|
| 027A    | Revised Parcel A | \$293,526.01        | \$195,635.92        | \$4,108.35        | \$199,744.27        |
| 028A    | Revised Parcel B | 89,764.68           | 46,365.33           | 973.67            | 47,339.00           |
| 029A    | Revised Parcel C | 28,452.31           | 14,226.11           | 298.75            | 14,524.86           |
|         |                  | <b>\$411,743.00</b> | <b>\$256,227.36</b> | <b>\$5,380.77</b> | <b>\$261,608.13</b> |

## Exhibit D — RCW 35.44.410

### **RCW 35.44.410 Segregation of assessments.**

Whenever any land against which there has been levied any special assessment by any city or town shall have been sold in part or subdivided, the legislative authority of that city or town shall have the power to order a segregation of the assessment.

Any person desiring to have such a special assessment against a tract of land segregated to apply to smaller parts thereof shall apply to the city or town which levied the assessment. If the legislative authority thereof determines that a segregation should be made, it shall by resolution order the city or town treasurer to make segregation on the original assessment roll as directed in the resolution. The segregation shall be made as nearly as possible on the same basis as the original assessment was levied, and the total of the segregated parts of the assessment shall equal the assessment before segregation. The resolution shall describe the original tract, the amount and date of the original assessment, and shall define the boundaries of the divided parts and the amount of the assessment chargeable to each part. A certified copy of the resolution shall be delivered to the city or town treasurer who shall proceed to make the segregation ordered upon being tendered a fee of ten dollars for each tract of land for which a segregation is to be made. In addition to such charge the legislative authority of the city or town may require as a condition to the order of segregation that the person seeking it pay the city or town the reasonable engineering and clerical costs incident to making the segregation. No segregation need be made if the legislative authority of the city or town shall find that by such segregation the security of the lien for such assessment will be so jeopardized as to reduce the security for any outstanding local improvement district obligations payable from such assessment. [1969 ex.s. c 258 § 10.]

---