CITY COUNCIL
MEETING AGENDA

Online via Zoom and In Person at
Tumwater City Hall, Council Chambers,
555 Israel Rd. SW, Tumwater, WA 98501

Monday, November 02, 2026
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
   - a. Proclamation: American Indian Heritage Month, November 2026 (Executive Department)
5. **Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
6. **Consent Calendar:**
   - a. Approval of Minutes: City Council Special Meeting, October 13, 2026
   - b. Approval of Minutes, City Council Work Session, October 13, 2026
   - c. Payment of Vouchers (Finance Department)
   - d. Ordinance No. O2026-017, Multifamily Housing Tax Exemption Application Deadline Extension (General Government Committee)
   - e. Ordinance No. O2026-022 New Fund: Abatement (Budget & Finance Committee)
   - f. Ordinance No. O2026-023 New Fund: Habitat Conservation Plan (Budget & Finance Committee)
   - g. Resolution No. R2026-016 Emergency Declaration Clark Place Sewer Repair Project (Water Resources & Sustainability Department)
   - h. Resolution No. R2026-024, Ratifying the Emergency Declaration and Waiver of Competitive Bidding Requirements for Davis Meeker Garry Oak Risk Reduction and Preservation (Executive Department)
   - i. Agreement with Washington Department of Fish and Wildlife for the Habitat Conservation Plan Phase 3 Amendment 2 (General Government Committee)
   - j. Agreement with All Play Systems, LLC for Pioneer Park Play Structure Replacement (Tumwater Metropolitan Park District)
7. **Public Hearings:**
   - a. Resolution No. R2026-019, Costco Development Agreement (Council Work Session)

b. Ordinance No. O2026-021, Ad Valorem for Regular Property Taxes for the Fiscal Year 2027 (Finance Department)

c. Ordinance No. O2026-020 2027-2028 Proposed Budget (Finance Department)

8. Council Considerations:

a. Ordinance No. O2026-025 Public Safety Sales Tax (Finance Department)

b. 2027 Lodging Tax Funding Recommendations (Lodging Tax Advisory Committee)

c. Service Provider Agreement for Brewery District Planned Action Environmental Impact Statement (General Government Committee)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information
The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online
https://us02web.zoom.us/w/87683403063?tk=e55_o-ioToV0sAli3gwqq4MdGOodx3l5x54bmUMsXis.DQkAAAAUalaNNxZOODE4YW9ZY1J5Q3NVbXJqbFlzT3N3AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA&pwd=oAOfh39igsBSInRpw8aiU6UXbDnsfP.1&uuid=WN_F8cPZgB7Q6acHPrqx-YkJg

Listen by Telephone
Call (253) 215-8782, listen for the prompts and enter the Webinar ID 876 8340 3063 and Passcode 216891.

Public and Written Comment
Attend in person to give public comment or register by 5:00 p.m. the day of the meeting to provide public comment using the web-based meeting platform: https://us02web.zoom.us/webinar/register/WN_F8cPZgB7Q6acHPrqx-YkJg

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

Post Meeting
Video of this meeting will be recorded and posted on our City Meeting page: https://tumwater-wa.municodemeetings.com.

Accommodations
The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

TO: City Council

FROM: Jessica Lee, Executive Assistant

DATE: October 27, 2026

SUBJECT: Proclamation: American Indian Heritage Month, November 2 2026

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1) Recommended Action:

Informational Only.

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2) Background:

American Indian Heritage Month is observed each November to recognize and celebrate the rich cultures, histories, traditions, and contributions of American Indian and Alaska Native peoples. The proclamation honors the enduring presence of Tribal Nations and Indigenous communities while encouraging greater understanding, respect, and appreciation of their heritage and contributions to our communities.

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3) Policy Support:

Vision, Mission, Values

Partnership: We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

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4) Alternatives:

- ❑ None

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5) Fiscal Notes:

Proclamations have no fiscal impact.

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6) Attachments:

A. Proclamation

Proclamation

WHEREAS, November is the officially recognized month to celebrate and commemorate the heritage of American Indians. It is a time to honor the contributions, achievements, and sacrifices of America's first people, and a time to learn and celebrate the rich cultural and historical legacy of Native people; and

WHEREAS, Native Americans have inhabited the area now known as Washington State since time immemorial. Today, twenty-nine federally recognized Indian tribes, out-of-state tribes with treaty-reserved rights, and other tribal communities reside in Washington; and

WHEREAS, Tumwater Falls, where the Deschutes River enters Budd Inlet, was a ceremonial and sacred site of the Steh-chass people, ancestors of today's Squaxin Island Tribe. Their village on Budd Inlet below the falls and the river itself were both named Steh-chass, and the area served as a gathering place for the Squaxin, Nisqually, Chehalis, and many other Indigenous peoples of the Salish Sea; and

WHEREAS, the Squaxin Island Tribe, known as the "People of the Water" are descendants of the Indigenous people who have lived along the shores and watersheds of the seven southernmost inlets of Puget Sound for countless generations and continue to preserve and share their cultural traditions, history, and stewardship of the region's natural resources; and

WHEREAS, the Nisqually Indian Tribe, whose people have lived in the Nisqually watershed since time immemorial, continues to uphold its cultural traditions and treaty-reserved rights while providing leadership in the stewardship of salmon, waterways, and natural resources throughout the region; and

WHEREAS, the Confederated Tribes of the Chehalis Reservation, comprised primarily of the Upper and Lower Chehalis peoples, have long contributed to the cultural heritage of Southwest Washington and continue to strengthen their community through self-governance, cultural preservation, environmental stewardship, and economic vitality; and

WHEREAS, the City of Tumwater values its government-to-government relationships with the Squaxin Island Tribe, Nisqually Indian Tribe, and Confederated Tribes of the Chehalis Reservation, and recognizes their enduring presence, sovereignty, and contributions to the history, culture, environment, and future of our region; and

NOW THEREFORE, I, Leatta Dahlhoff, Mayor of the City of Tumwater, do hereby proclaim the month of

November 2026

American Indian Heritage Month

and I encourage people to celebrate the rich cultures and traditions of American Indians; honor their enduring contributions and sacrifices; recognize the sovereignty of Tribal Nations; and acknowledge the lasting significance of the Nisqually Indian Tribe, Squaxin Island Tribe, Confederated Tribes of the Chehalis Reservation, and all Indigenous peoples in our community and through Washington State.

Signed in the City of Tumwater, Washington, and recognized on this 2nd day of November in the year, two thousand twenty-six.

THE SEAL OF THE CITY OF TUMWATER, WASHINGTON

Leatta Dahlhoff

Leatta Dahlhoff
Mayor

MEETING MINUTES

TUMWATER CITY COUNCIL SPECIAL
October 13, 2026

CONVENE: 6:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Angela Jefferson, Eileen Swarthout, Kelly Von Holtz, and Brandon Weedon.

Excused: Councilmembers Joan Cathey and Meghan Sullivan.

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Fire Chief Brian Hurley, Parks & Recreation Director Chuck Denney, Transportation & Engineering Director Brandon Hicks, Police Chief Carlos Quiles and City Clerk Melody Valiant.

ADVISORY BOARD APPOINTMENT OF ROSE PONZOHA TO THE LODGING TAX ADVISORY COMMITTEE: Assistant Administrator Adams introduced the appointment of Rose Ponzoha to the Lodging Tax Advisory Committee. She explained that the special meeting was required to vote on the appointment before the committee's funding presentations the following day, as council members do not vote during regular work sessions. Rose Ponzoha is the general manager of the local Best Western with 10 years of industry experience and has volunteered to fill the required committee role representing tax-collecting businesses.

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Weedon, to approve the appointment of Rose Ponzoha to the Lodging Tax Advisory Committee. A voice vote approved the motion unanimously.**

ADJOURNMENT: **Mayor Dahlhoff adjourned the meeting at 6:02 p.m.**

Prepared by City Clerk, Melody Valiant.

MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION
October 13, 2026

CONVENE: 6:02 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Angela Jefferson, Eileen Swarthout, Kelly Von Holtz, and Brandon Weedon.

Excused: Councilmembers Joan Cathey and Meghan Sullivan.

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Fire Chief Brian Hurley, Parks & Recreation Director Chuck Denney, Transportation & Engineering Director Brandon Hicks, Police Chief Carlos Quiles, Water Resources & Sustainability Director Dan Smith, Assistant Fire Chief Shawn Crimmins, Deputy Finance Director Nissa Musselman, Communications Director Jason Wettstein and City Clerk Melody Valiant.

Others: Tessa Bradley and Lindsey Barronian with the Artisan Group

BUDGET WORKSHOP #3, CAPITAL FACILITIES PLAN AND EQUIPMENT RENTAL AND RESERVE FUNDS:

Director Niemeyer presented an overview of Budget Workshop #3 focusing on the Capital Facilities Plans (CFPs) and Equipment Rental and Reserve (ER&R) funds. He explained that ER&R internal service funds cover fleet machinery and Information Technology, noting that recent high inflation has caused vehicle replacement costs to outpace revenue.

The presentation also detailed 10-year CFP budgets, which include $71.4 million for general government infrastructure and $38.6 million for transportation initiatives like roundabouts and pavement maintenance. Administrator Simmons emphasized

that any unbudgeted programs proposed by the Council would require trade-offs and difficult funding takeaways from existing priorities.

310 ISRAEL ROAD PURCHASE AND SALE OPTION AGREEMENT:

Administrator Simmons presented a purchase and sale option agreement for 310 Israel Rd to address the space limitations at City Hall. The current City Hall building no longer meets present or future needs, forcing some departments to lease off-site spaces and leaving staff crowded three to an office. Following a March council tour of the cramped City Hall, Artisans conducted a space planning study, which culminated in a May 27th meeting where Council directed staff to pursue a purchase and sale option agreement.

Tessa Bradley of Artisans Group outlined renovation options ranging from a $5.5 million to a $17 million overhaul adding a council chamber and completely replacing the Heating, Ventilation and Air Conditioning (HVAC) system. Councilmembers supported bringing the agreement forward for a final vote at the October 20, 2026, council meeting.

MAYOR/CITY ADMINISTRATOR'S REPORT:

Mayor Dahlhoff reminded everyone that ballots are out and she encouraged everyone to vote and use the ballot drop-off box.

Administrator Simmons had no report.

ADJOURNMENT:

Mayor Dahlhoff adjourned the meeting at 6:48 p.m.

Prepared by City Clerk, Melody Valiant.

TO: City Council

FROM: Silvia Torres-Torrero, Accounting Technician

DATE: November 02, 2026

SUBJECT: Payment of Vouchers

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1) Recommended Action:

Staff are seeking City Council ratification of:

- September 11, 2026, payment of Eden vouchers 175121 to 175132 in the amount of $2,377.13; payment of Enterprise vouchers 191160 to 191190 in the amount of $1,048,416.15, and electronic payments 907617 to 907644 in the amount of $416,019.42 and Wire payment of $323,198.78

- September 18, 2026, payment of Eden vouchers 175133 to 175137 in the amount of $1,094.60; payment of Enterprise vouchers 191191 to 191280 in the amount of $272,697.71 and electronic payments 907645 to 907686 in the amount of $887,208.81

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2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available upon request from the Finance Manager. The most significant payments were:

Vendor		
Name	Amount	Description
Active Construction	$294,754.44	ACI PE #6 Percival Creek
Reliable Electric	$21,389.45	Electrical Labor Supplies – Lodge
Specialized Pavemt Marking	$35,049.77	1 – 2026 striping
HDR Engineering INC	$26,529.84	HDR Tumwater Blvd NB I-5
Economic Consultants LTD	$21,500.00	PSH Feasibility Plan 09/2026
Nisqually Indian Tribe	$23,303.22	Incarcerations

* Includes vouchers in excess of $20,000, excluding routine utility payments.

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3) Policy Support:

Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Ratify the vouchers as proposed.
- ❑ Develop an alternative voucher review and approval process.

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5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

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6) Attachments:

A. Exhibit A – Payment of Vouchers – Review and Approval
B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP
Voucher/Check Nos 191472 through 191527 in the amount of $444,361.81
Electronic payment Nos 907762 through 907803 in the amount of $149,923.24
Wire payments in the amount of $ 354,601.89

Eden
Voucher/Check Nos 175175 through 175181 in the amount of $1,278.66



Accounting Technician – Accounts Payable

EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP
Voucher/Check Nos 191528 through 191585 in the amount of $220,939.54
Electronic payment Nos 907804 through 907817 in the amount of $8,069.86
Wire payments in the amount of $0

Eden
Voucher/Check Nos 175182 through 175190 in the amount of $2,827.79



Accounting Technician – Accounts Payable

TO: City Council

FROM: Brad Medrud, Community Development Director

DATE: November 2, 2026

SUBJECT: Ordinance No. O2026-017, Multifamily Housing Tax Exemption Application Deadline Extension

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1) Recommended Action:

Adopt Ordinance No. O2026-017, Multifamily Housing Tax Exemption Application Deadline Extension.

The ordinance was recommended for approval on the consent calendar at the October 21, 2026, General Government Committee meeting.

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2) Background:

The intent of the ordinance is to amend Tumwater Municipal Code (TMC) 3.30.130, *Application deadline and program expiration*, of TMC Chapter 3.30, *Multifamily Housing Tax Exemptions*, to extend the program deadlines to allow time for the City Council and staff to complete work on the Multifamily Tax Exemption Program evaluation and update that started earlier this year.

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3) Policy Support:

Housing Goal H-1: Increase the supply and variety of housing for every income and age group.

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4) Alternatives:

- ❑ None.

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5) Fiscal Notes:

This is an internally funded work program task.

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6) Attachments:

A. Staff Report
B. Ordinance No. O2026-017
C. Presentation

Attachment A

STAFF REPORT

Date: November 2, 2026
To: City Council
From: Brad Medrud, Community Development Director

Ordinance No. O2026-017 – MFTE Application Deadline Extension

1. Recommended Action

Adopt Ordinance No. O2026-017, Multifamily Housing Tax Exemption Application Deadline Extension.

2. Background

The intent of the ordinance is to amend Tumwater Municipal Code (TMC) 3.30.130, *Application deadline and program expiration*, of TMC Chapter 3.30, *Multifamily Housing Tax Exemptions*, to extend the program deadlines to allow time for the City Council and staff to complete work on the Multifamily Tax Exemption Program evaluation and update that started earlier this year.

3. Public Approval Process

An Environmental Checklist for a non-project action was prepared on August 28, 2026, under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance was issued September 9, 2026.

The ordinance was sent to the Washington State Department of Commerce on August 28, 2026, for their required 60-day review before the proposed text amendments are adopted, in accordance with RCW 36.70A.106.

The Planning Commission received a briefing on the proposed amendments on September 22, 2026.

A Notice of Public Hearing for the Planning Commission was issued on September 25, 2026, prior to a public hearing. The notice was posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in The Olympian.

The Planning Commission held a public hearing on the proposed amendments on October 13, 2026. Following the public hearing and deliberations, the Planning Commission recommended that City Council consider the proposed amendments.

The General Government Committee reviewed the Planning Commission's recommendation on the proposed amendments on October 21, 2026. The City Council is scheduled to consider the proposed amendments on November 2, 2026.

4. Staff Conclusions

1. The proposed text amendments will need to be consistent with the goals of the Washington State Growth Management Act.

   a. The ordinance will need to be consistent with Goal 4 of the Growth Management Act which states:

      Housing. *Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

      The ordinance will address the following goal and policy of the Housing Element:

      Goal H-2 *Expand the supply of permanent, income-restricted affordable housing.*

      Policy H-2.1 *Support permanent, income-restricted affordable housing in variety of locations, types, and designs that is safe, and near jobs and daily activities.*

   b. This ordinance will need to be consistent with Goal 11 of the Growth Management Act which states:

      Citizen participation and coordination. *Encourage the involvement of citizens in the planning process, including the participation of vulnerable populations and overburdened communities, and ensure coordination between communities and jurisdictions to reconcile conflicts.*

      Consideration of the ordinance will involve the community in the planning process through Planning Commission and City Council meetings to address the following goal of the Comprehensive Plan:

      Goal PI-1 *Continuously engage with the community and the region.*

2. Based on the above review and analysis, staff will need to conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan.

   Staff conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan

5. Effects of the Proposed Amendments

The proposed text amendments would necessitate changes to the Tumwater Municipal Code.

6. Staff Contacts

Brad Medrud, Community Development Director
City of Tumwater Community Development Department
360-754-4180
bmedrud@ci.tumwater.wa.us

ORDINANCE NO. O2026-017

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 3.30, *Multifamily Housing Tax Exemptions*, of the Tumwater Municipal Code to extend the program deadlines as more particularly described herein.

WHEREAS, Chapter 84.14 RCW authorizes the City to designate residential targeted areas and adopt standards and guidelines to implement a multifamily housing tax exemption program; and

WHEREAS, the City adopted Chapter 3.30 TMC, Multifamily Housing Tax Exemptions, by Ordinance No. O2017-004 on April 18, 2017, and amended by Ordinance No. O2019-023 adopted January 21, 2020; and

WHEREAS, the City wishes to extend the program to provide time for City Council and staff to complete the work on the Multifamily Tax Exemption Program evaluation and update; and

WHEREAS, the City is required to plan under Chapter 36.70A RCW, the Growth Management Act; and

WHEREAS, this Ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, this Ordinance is consistent with the City's Comprehensive Plan; and

WHEREAS, this Ordinance was sent to the Washington State Department of Commerce on August 28, 2026, at least sixty days before the proposed code amendments were adopted, in accordance with RCW 36.70A.106; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC on August 28, 2026, and a Determination of Non-Significance (DNS) was issued on September 9, 2026; and

WHEREAS, the Attorney General *Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property* (October 2024) was reviewed and utilized by the City in objectively evaluating the proposed amendments; and

WHEREAS, the Planning Commission received a briefing on the proposed code amendments on September 22, 2026, and held a public hearing on October 13, 2026; and

WHEREAS, following the public hearing and deliberations, the Planning Commission recommended approval of the proposed code amendments by the City Council; and

WHEREAS, the General Government Committee discussed the Planning Commission's recommendation on the proposed code amendments at a briefing on October 21, 2026; and

WHEREAS, the City Council considered the proposed code amendments on November 2, 2026; and

WHEREAS, the City Council finds that the provisions of this Ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. TMC 3.30.130, Application deadline and program expiration, of the Tumwater Municipal Code is hereby amended to read as follows:

3.30.130 Application deadline and program expiration.

A. Applications for the multifamily housing tax exemption program will not be accepted after December 31, 2027. Applications for final certificate of tax exemption will not be accepted after December 31, 2030.

B. The multifamily housing tax exemption program, this chapter, shall expire March 31, 2043.

(Ord. O2017-004, Added, 04/18/2017)

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph,

subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. **Effective Date**. This Ordinance shall become effective thirty days after passage, approval, and publication as provided by law.

ADOPTED this _____day of _____, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Attachment C

Multifamily Housing Tax Exemptions: Extension of Program Deadlines

Ordinance No. O2026-017

City Council, November 2, 2026

Background

The intent of the ordinance is to amend Chapter 3.30, Multifamily Housing Tax Exemptions, of the Tumwater Municipal Code to extend the program deadlines to provide time for City Council and staff to complete the work on the Multifamily Tax Exemption Program evaluation and update

Background

- The review of the program is expected to be completed in early 2027 and potential amendments to the program are expected in 2027
- The City is currently working with ECONorthwest to review City's existing Multifamily Housing Tax Exemptions program to determine if it is providing its intended outcomes

Background

- Under current regulations, applications for new projects under the Multifamily Housing Tax Exemptions program will no long be accepted after the end of the year
- Aside from extending deadlines for the program, the ordinance does not make any other changes to the existing program

Amendments to TMC 3.30.130

TMC 3.30.130, *Application deadline and program expiration*, is amended as follows:

A. Applications for the multifamily housing tax exemption program will not be accepted after December 31, 202~~6~~7. Applications for final certificate of tax exemption will not be accepted after December 31, 20~~29~~30.

B. The multifamily housing tax exemption program, this chapter, shall expire March 31, 204~~2~~3.

Recommended Action

Adopt Ordinance No. O2026-017, Multifamily Housing Tax Exemption Application Deadline Extension

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 2, 2026

SUBJECT: Ordinance No. O2026-022 New Fund: Abatement

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1) Recommended Action:

Adopt Ordinance No. O2026-022 New Fund: Abatement, creating a new Abatement fund.

This Ordinance was recommended for adoption on the consent calendar by the Budget & Finance Committee at its October 23, 2026 meeting.

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2) Background:

As we move forward with a more robust code enforcement program, a new fund will help track revenues and expenditures related to abatement and legal fees and keep those funds separate from the General Fund to improve transparency.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Do not approve the new fund.

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5) Fiscal Notes:

The only cost associated with the new fund is the staff time it takes to set it up.

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6) Attachments:

A. Ordinance No. O2026-022 New Fund: Abatement

ORDINANCE NO. O2026-022

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 3.36 of the Tumwater Municipal Code by adding a new section, 3.36.075, to establish a new Abatement fund.

WHEREAS, the City Council desires to be proactive in code enforcement and abatement of nuisance properties; and

WHEREAS, General Fund revenues do not keep pace with inflation and the rising cost of legal fees, cleanup, and other expenses required for abatement; and

WHEREAS, reimbursements of abatement costs currently go back into the General Fund and need to be specifically reallocated for abatement during the budget process; and

WHEREAS, separating abatement funding is advantageous to ensure funds are available in future budget cycles; and

WHEREAS, one of the City's strategic goals is to refine and sustain a great organization; and

WHEREAS, the City's strategic objectives are to be fiscally responsible and develop sustainable financial strategies; and

WHEREAS, adding a new fund to separately account for the revenue and expenses will help to ensure funding for future abatement will be available;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new section 3.36.075, Abatement Fund, is hereby added to the Tumwater Municipal Code as follows:

3.36.075 Abatement Fund

A. There is established a fund to be known as the "Abatement Fund," into which shall be deposited all monies paid or reimbursed to the City following the abatement of a nuisance property.
B. The Fund is to be used for the expenditures of abatement activities. For the purpose of this fund, abatement activities are defined as processes,

procedures, or steps necessary for the purpose of cleaning up nuisance properties. They may include legal fees, court costs, and clean-up activities such as the costs of providing dumpsters, tipping fees, towing, and demolition of structures.

C. The fund shall be administered by the Finance Director in accordance with applicable laws and regulations.
D. If, at any time hereafter, the City Council shall abolish the Abatement Fund, then all monies on deposit therein shall revert to the General Fund.

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective five (5) days after passage, approval, and publication as provided by law.

ADOPTED this 17th day of November, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 2, 2026

SUBJECT: Ordinance No. O2026-023 New Fund: Habitat Conservation Plan

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1) Recommended Action:

Adopt Ordinance No. O2026-023 New Fund: Habitat Conservation Plan.

This item was recommended for adoption on the consent calendar by the Budget & Finance Committee at its October 23, 2026 meeting.

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2) Background:

As we move forward with a Habitat Conservation Plan (HCP), a new fund will help track revenues and expenditure related to HCP credits and keep those funds separate from the General Fund to improve transparency.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Do not approve the new fund.

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5) Fiscal Notes:

The only cost associated with the new fund is the staff time it takes to set it up.

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6) Attachments:

A. Ordinance No. O2026-023 New Fund: Habitat Conservation Plan

ORDINANCE NO. O2026-023

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 3.36 of the Tumwater Municipal Code by adding a new section, 3.36.075, to establish a new Habitat Conservation Plan (HCP) fund.

WHEREAS, the City Council desires to complete the city's Habitat Conservation Plan (HCP); and

WHEREAS, the City will sell mitigation credits to developers to allow new development on land containing protected species; and

WHEREAS, the City will need to purchase additional land to mitigate and to protect endangered species; and

WHEREAS, separating HCP funding is advantageous to ensure monies are available in future budget cycles to purchase and mitigate land; and

WHEREAS, one of the City's strategic goals is to refine and sustain a great organization; and

WHEREAS, the City's strategic objectives are to be fiscally responsible and develop sustainable financial strategies; and

WHEREAS, adding a new fund to separately account for the revenue and expenses will help to ensure funding for future mitigation will be available.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new section 3.36.080, Habitat Conservation Plan Fund, is hereby added to the Tumwater Municipal Code as follows:

3.36.080 Habitat Conservation Plan Fund

A. There is established a fund to be known as the "Habitat Conservation Plan Fund," into which shall be deposited all monies collected by the City following the sale of habitat mitigation credits including charges for habitat mitigation fees related to the Habitat Conservation Plan.

B. The fund is to be used for purchasing of mitigation properties, paying the debt service on existing and future properties, and paying for mitigation activities. For the purpose of this fund, mitigation activities include making improvements to properties for the benefit of the environment or the protected species, monitoring or protection of the properties or species, planting, pruning, controlled burns, and any other activities deemed necessary for the improvement or protection of the properties for habitat conservation purposes.
C. The fund shall be administered by the Finance Director in accordance with applicable laws and regulations.
D. If, at any time hereafter, the City Council shall abolish the Habitat Conservation Plan Fund, then all monies on deposit therein shall revert to the General Fund.

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective five (5) days after passage, approval, and publication as provided by law.

ADOPTED this 17th day of November, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council

FROM: Tyle Zuchowski, Water Resources & Sustainability Deputy Director

DATE: November 2, 2026

SUBJECT: Resolution No. R2026-016 Emergency Declaration Clark Place Sewer Repair Project

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1) Recommended Action:

Adopt Resolution No. R2026-016, Emergency Declaration Clark Place Sewer Repair Project.

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2) Background:

Through video inspection, it was discovered that there is significant degradation of the gravity sewer line located on Clark Place. The sewer line is in close physical proximity to a parallel primary municipal water main, creating an immediate threat of cross-contamination to the local potable water supply if the sewer line were to fail. It is still functioning though needs to be replaced as soon as possible to reduce the likelihood of a collapse, resulting in a sewer overflow.

This item did not first go to Public Works Committee due to scheduling constraints, as Council must adopt the Resolution with 14 days of contract award.

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3) Policy Support:

RCW 39.04.280 - Competitive bidding requirements – Exemptions and Sections 2.7 and 3.5.5 of the Tumwater Purchasing Manual provide for an emergency exemption to competitive bidding requirements for public works.

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4) Alternatives:

- ❑ Do not approve resolution.

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5) Fiscal Notes:

A contract with Black Hills Excavating in the amount of $369,806.40 including sale tax was signed on October 29, 2026.

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6) Attachments:

A. Resolution No. R2026-016 Emergency Declaration Clark Place Sewer Repair Project
B. Public Works Contract Clark Place Sewer Repair Project

A

RESOLUTION NO. R2026-016

A RESOLUTION of the City Council of the City of Tumwater, Washington, finding an emergency and ratifying an emergency declaration and waiver of competitive bidding requirements, for failing sewer infrastructure on Clark Place.

WHEREAS, significant structural failure has been detected in gravity sewer line infrastructure located on Clark Place; and

WHEREAS, an unmitigated structural collapse of this gravity sewer line would cause immediate raw sewage backups into residential and commercial properties, unpermitted discharges into the environment, subterranean soil erosion leading to potential roadway failure, and localized sinkhole hazards near the Custer Way intersection; and

WHEREAS, the extreme physical proximity of the failing sewer line to a parallel primary municipal water main creates an immediate threat of cross-contamination to the local potable water supply if structural integrity is compromised; and

WHEREAS, the replacement, repair and restoration work must commence immediately because the longer the work is delayed, the more extensive the damage will become; and

WHEREAS, the Mayor formally issued an administrative Emergency Declaration and waiver of competitive bidding on September 9, 2026, to allow the WRS Department to expedite a construction contract to replace the compromised sewer line; and

WHEREAS, RCW 39.04.280 and Sections 2.7 and 3.5.5 of the Tumwater Purchasing Manual provide for an emergency exemption to competitive bidding requirements for public works.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Ratification of Emergency. The City Council hereby finds, for all the reasons stated in the declaration of emergency issued by the Mayor on September 9, 2026, that the structural failure of the sewer main on Clark Place constitutes an active and immediate threat to public health, public safety, and essential public utilities and constitutes an emergency requiring waiver of

competitive bidding requirements to replace and repair the failing sewer infrastructure on Clark Place.

Section 2. Administrative Authorization. The City Administrator is authorized to take such measures as are necessary to expedite and enter into contracts for the repair and restoration of the Clark Place sewer line and infrastructure without the necessity of following competitive bidding requirements.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 20____.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

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B

PUBLIC WORKS CONTRACT
FOR
CLARK PLACE SEWER REPAIR

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this 29th day of October, 20 26 and is made by and between the City of Tumwater, a Washington municipal corporation ("City or Owner"), and Black Hills Excavating, a S corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **Clark Place Sewer Repair** project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **Clark Place Sewer Repair** project.

The Project includes, without limitation, **trenching, traffic control, construction of a new sewer main, abandonment of the existing failed sewer, replacement of existing side sewers and cleanouts, installation of new manholes, connections to existing manholes, bypass pumping, testing,** and other work; as shown on the Plans and as described in these Specifications, all in accordance with the Contract Documents ("Work").

Work shall be performed and completed as described in the Contract Documents, which include without limitation:

- This Contract;
- Attachment A — Fee Schedule;
- Exhibit A — Notice of Completion of Public Works Contract;
- Exhibit B — Contract Change Order Agreement;
- Exhibit C — Certificate(s) of Insurance Form;
- Exhibit D — City of Tumwater Performance/Payment Bond;
- Exhibit E — Declaration of Option for Management of Statutory Retained Percentage;
- Special Provisions;
- Appendix A — State Prevailing Wage Rates, Supplemental to Wages, and Benefit Code Key;
- 2026 *WSDOT Standard Plans and Details for Road, Bridge and Municipal Construction;*
- 2026 *WSDOT Standard Specifications for Road, Bridge and Municipal Construction* ("Standard Specifications");

and shall be incorporated herein by this reference (collectively the "Contract Documents"). Work shall be completed to the City's satisfaction, within the time

period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date

The Work shall be physically completed within **fourteen (14)** working days.

The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract. The Work shall not be deemed physically completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit A.

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees:

(1) To pay liquidated damages for each working day beyond the number of working days established for completion, and

(2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

(3) To pay liquidated damages based on the following formula:

LIQUIDATED DAMAGES FORMULA

$$LD = 0.15C/T$$

Where: LD = Liquidated damages per working day (rounded to the nearest dollar).
C = Original Contract amount.
T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

the Contract Change Order Agreement attached hereto as Exhibit B, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation, and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Plans and Specifications, and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents ("Term").

3. WARRANTY

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being licensed to do business in the City of Tumwater by obtaining a City of Tumwater business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor in accordance with Attachment A, Schedule of Prices, which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract, including the City of Tumwater Business and Occupation taxes.

All Washington State sales tax and all other government taxes, assessments and charges shall be as required under either Washington State Department of Revenue Rule 171 and WAC 458-20-171, and its related rules, or Washington State Department of Revenue Rule 170 and WAC 458-20-170, and its related rules. See bid proposal Attachment A, Schedule of Prices for applicable sales tax rule for each bid schedule.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Engineer. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the Final Voucher made by the Engineer and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment
The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

(a) Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with WSDOT Standard Specifications Section 1-08.6 – Suspension of Work – upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with WSDOT Standard Specifications Section 1-08.10(1) – Termination for Default – and in addition to the sanctions listed in WSDOT Standard Specifications Section 1-07.11(5) – Sanctions – the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for

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damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

C. Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Discriminatory actions such as the ones listed here are prohibited:

(a) Refusing to hire any person because of age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification: PROVIDED, That the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved: PROVIDED, That this section shall not be construed to require an employer to establish employment goals or quotas based on sexual orientation;

(b) Discharging or barring any person from employment because of age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability;

(c) Discriminating against any person in compensation or in other terms or conditions of employment because of age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability: PROVIDED, That it shall not be an unfair practice for an employer to segregate washrooms or locker facilities on the basis of sex, or to base other terms and conditions of employment on the sex of employees where the commission by regulation or ruling in a particular instance has found the employment practice to be appropriate for the practical realization of equality of opportunity between the sexes; or

(d) Printing or circulating, or causing to be printed or circulated, any statement, advertisement, or publication, or to use any form of application for employment, or to make any inquiry in connection with prospective employment, which expresses any limitation, specification, or discrimination as to age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability, or any intent to make any such limitation, specification, or discrimination, unless based upon a bona fide occupational

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

qualification: PROVIDED, That nothing contained herein shall prohibit advertising in a foreign language."

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. CITY'S RIGHT TO TERMINATE CONTRACT

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

(1) If the Contractor should be adjudged as bankrupt.

(2) If the Contractor should make a general assignment for the benefit of its creditors.

(3) If a receiver should be appointed on the account of insolvency of the Contractor.

(4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.

(5) If the Contractor should fail to complete the Work within the time specified in this Contract.

(6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.

(7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

(8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.

(9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.

(10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or

(11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

(1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.

(2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.

(3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.

(4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

9. INSURANCE

The Contractor shall procure and maintain the insurance as described in Section 1-07.18 of project special provisions and Exhibit C – Certificate of Insurance. The Contractor's failure to provide the required insurance coverage shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lowest bidder.

10. CONTRACTOR'S COMBINED PERFORMANCE /PAYMENT BONDS

Pursuant to RCW 39.08.010, the Contractor shall post a combined Performance/Payment Bond, attached to this Contract as Exhibit D, in favor of the City, and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bonds.

11. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix A. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix A.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker

less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract, do not apply to:

(1) Sole owners and their spouses;

(2) Any partner who owns at least 30% of a partnership;

(3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

(1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.

(2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted weekly by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. FAILURE TO PAY SUBCONTRACTORS

In addition to any other remedies provided herein, in the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any

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insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

14. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

15. CONFIDENTIALITY

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

16. BOOKS AND RECORDS

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

17. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. GENERAL PROVISIONS

18.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

18.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

18.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

18.5 Successors in Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

18.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

18.10 Notices. Any notices required to be given by the City to the Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

18.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

18.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

*** Signatures on Following Page ***

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501-6515

Signed by:
Leatta Dahlhoff
B4CC0184630F4BE...
Leatta Dahlhoff, Mayor

Attest:

DocuSigned by:
Melody Valiant
E67ECE560BA04BB...
Melody Valiant, City Clerk

Approved as to Form:

DocuSigned by:
Karen Kirkpatrick
5011BA3DE4C345C...
Karen Kirkpatrick, City Attorney

CONTRACTOR
Black Hills Excavating
3439 93rd Avenue SW
Olympia, WA 98512-1103

Telephone: 360-701-0168
Tax ID# 20-2777708

By: _____
Type/Print Name: Aaron Hufana
Title: President

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

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

GIVEN my hand and official seal this 29TH day of OCTOBER 2026.

Derek Putman
Notary Public
State of Washington
My Appointment Expires 4/5/2028
Commission Number 24016076

DEREK PUTMAN
Type/Print Name
Notary Public in and for the State of Washington
My commission expires: 4/5/2028.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Clark Place Sewer Repair

ATTACHMENT A - FEE SCHEDULE

SCHEDULE A - SEWER					
Item No.	Item Description	Quantity	Unit	Unit Price	Total/Extension
1 A	Mobilization	1	L.S.	$ 35,000.00	$ 35,000.00
2 A	Inlet Protection	6	EACH	$ 100.00	$ 600.00
3 A	Temporary Traffic Control	1	L.S.	$ 32,500.00	$ 32,500.00
4 A	Shoring or Extra Excavation Cl B	1,500	SF	$ 3.00	$ 4,500.00
5 A	Structure Excavation Class B Incl. Haul	450	C.Y.	$ 35.00	$ 15,750.00
6 A	Gravel Backfill for Pipe Zone Bedding	225	TON	$ 50.00	$ 11,250.00
7 A	Select Borrow Incl. Haul	650	TON	$ 40.00	$ 26,000.00
8 A	8 In. Diam. PVC Sanitary Sewer Pipe	310	L.F.	$ 75.00	$ 23,250.00
9 A	Sewer Lateral Pipe	50	L.F.	$ 200.00	$ 10,000.00
10 A	Connect to Existing Manhole	2	EACH	$ 3,500.00	$ 7,000.00
11 A	Manhole 48 In. Diam. Type 2	2	EACH	$ 10,000.00	$ 20,000.00
12 A	Sewer Cleanout and Connection	6	EACH	$ 3,000.00	$ 18,000.00
13 A	Bypass System - Contingency	75,000	EST	$ 1.00	$ 75,000.00
14 A	Sewer Bypass - Truck Pumping	2	DAY	$ 7,000.00	$ 14,000.00
15 A	Sawcutting	700	L.F.	$ 8.00	$ 5,600.00
16 A	Removing Cement Conc. Curb	10	L.F.	$ 50.00	$ 500.00
17 A	Removing Cement Conc. Sidewalk	30	S.Y.	$ 60.00	$ 1,800.00
18 A	Cement Conc. Sidewalk and Driveway	30	S.Y.	$ 125.00	$ 3,750.00
19 A	Cement Conc. Curb and Gutter	10	L.F.	$ 100.00	$ 1,000.00
20 A	Controlled Density Fill	5	C.Y.	$ 800.00	$ 4,000.00
21 A	Crushed Surfacing Base Course	20	TON	$ 65.00	$ 1,300.00
22 A	HMA Class 1/2 In. PG 58H-22	30	TON	$ 350.00	$ 10,500.00
23 A	Construction Surveying, Staking, and Record Drawings	1	L.S.	$ 5,000.00	$ 5,000.00
24 A	SPCC Plan	1	L.S.	$ 500.00	$ 500.00
25 A	Minor Change	10,000	EST	$ 1.00	$ 10,000.00
	Schedule A Subtotal	XXX	XXX	XXX	$ 336,800.00
	Sales Tax @ 9.8% (Tax Rule 170)	N/A	N/A	N/A	$ 33,006.40
	SCHEDULE A - TOTAL BID AMOUNT	XXX	XXX	XXX	$ 369,806.40

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Exhibit A

CITY OF TUMWATER

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor:

Project:

The City of Tumwater has determined that the _____[Project] has been Physically Completed per Section 1-08.5 of the Standard Specifications as of _____, 20____, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's acceptance of the work or contract.

Sincerely,

Manager

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Exhibit B

CONTRACT CHANGE ORDER AGREEMENT

CITY OF TUMWATER

	CHANGE ORDER NO:
PROJECT:	
PROJECT #:	ORIGINAL CONTRACT AMOUNT: $ -
CONTRACTOR:	
	UNDER ESTIMATE NO:

This change order agreement shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

ITEM	DESCRIPTION	Unit	Unit Price	Quantity	Increase	Decrease
SUB TOTAL					$ -	$ -
NET INCREASE/DECREASE			$ -			
PREVIOUS CHANGE ORDER TOTALS					$ -	$ -
TOTAL CHANGE ORDERS					$ -	$ -
TOTAL NET			$ -			
TOTAL CHANGE ORDER % OF ORIGINAL CONTRACT						

SUMMARY OF PROPOSED CHANGE:

Following describes the proposed change in the Work:

The amount of working/calendar days that will be added to the total authorized contract days as a _____

APPROVED BY:

CONTRACTOR: _____ DATE: _____

DIRECTOR, TRANSPORTATION & ENGINEERING _____ DATE: _____

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EXHIBIT C

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Manna Insurance Group, LLC 700 Front St Lynden, WA 98264 License #: 905555	CONTACT NAME: Adam Hoogerhyde PHONE (A/C, No, Ext): (360)922-0149 FAX (A/C, No): E-MAIL ADDRESS: Adam@mannainsurancegroup.com
INSURED Black Hills Excavating, Inc. 3439 93rd Ave SW Olympia, WA 98512	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Middlesex Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00005523-0** **REVISION NUMBER: 43**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		A0250447	05/05/2026	05/05/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			A0250447	05/05/2026	05/05/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A0250447	05/05/2026	05/05/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	A0250447	05/05/2026	05/05/2027	X PER STATUTE OTH-ER	Stop Gap
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
A	Rented/Leased Equip			A0250447	05/05/2026	05/05/2027	Limit	100,000
A	Installation Floater			A0250447	05/05/2026	05/05/2027	Limit	420,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Clark Place Sewer Repair

The City of Tumwater is included as additional insured

CERTIFICATE HOLDER

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ACH)

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Bond Number: 4496301
Issued in Duplicate

Exhibit D
(Page 1 of 2)

CONTRACTOR'S COMBINED PERFOMANCE/PAYMENT BOND to City of Tumwater, Washington

The City of Tumwater, Washington, in Thurston County, has awarded to Black Hills Excavating, Inc., 3439 93rd Ave SW, Olympia, WA 98512 (Contractor), as Principal, a contract for the construction of the project designated as Clark Place Sewer Repair Project No. 4010008 in Tumwater, Washington, and said Principal is required under the terms of the Contract to furnish a combined performance/payment bond in accordance with Chapter 39.08 Revised Code of Washington (RCW).

The Principal and SureTec Insurance Company, 2103 CityWest Blvd, Suite 1300, Houston, TX 77042 (Surety), a corporation, organized under the laws of Texas and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Tumwater, as Obligee, in the sum of Three Hundred Sixty Six Thousand, Five Hundred Twelve and 40/100 Dollars ($366,512.40) total Contract amount (including Washington State sales tax), subject to the provisions herein.

The obligations of this bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; shall pay all persons in accordance with chapters 39.08, 39.12, and 60.28 RCW, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and hold harmless the Obligee from any defects in the workmanship and materials incorporated into the work for the period identified in the Contract; and if such obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not require for such increased obligation.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Exhibit D
(Page 2 of 2)

This bond may be executed in two original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL (CONTRACTOR)

10-27-26
Principal Signature Date

Aaron Hufana
Printed Name

Owner
Title

SURETY

10/27/2026
Surety Signature Date

Caleb Hazel
Printed Name

Attorney-In-Fact
Title

Name, address, and telephone of local office/agent of Surety Company is:

Manna Insurance Group, LLC

700 Front St., Lynden, WA 98264 (360)370-1753

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

POA# 4710032

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kyle Boon, Nathan J. Bosman, Caleb Hazel, Adam Hoogerhyde, Courtney Ketchum, Stephen Poag, Noah Rawls, Daniel Vander Kool, Adam Van Diest

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars ($5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of August , 2024 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Market Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 26th day of August , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 27th day of October , 2026 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4710032
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Exhibit E
(Page 1 of 2)

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

In accordance with RCW 60.28, the City of Tumwater must reserve a contract retainage not to exceed five percent of the moneys earned by the Contractor as a trust fund for the protection and payment of (i) The claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such Contractor. The Contractor shall elect to either have the City or a third party to retain this percentage.

Release of retainage will be made 60 days following the Completion Date (pursuant to RCW 39.12 and RCW 60.28) provided the conditions of WSDOT Standard Specification Section 1-09.9(1) – Retainage – are met.

(A.) I hereby elect to have the retained percentage of this contract held in a fund by the City of Tumwater until forty-five (45) days following final acceptance of the work.

Black Hills Excavating - Aaron Hufana
Contractor (please print)

10/28/2026
Date

Signature

B. I hereby elect to have the City of Tumwater invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said percentage in escrow and investing it as authorized by statute.

The City of Tumwater shall not be liable in any way for any costs or fees in connection therewith.

_____
Contractor (please print)

_____
Date

_____
Signature

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Appendix A

State Prevailing Wages and Benefit Code Key

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 10/8/2026

Thurston County

Trade	Job Classification	Wage	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	$71.10	**5D**	**1H**	
Boilermakers	Journey Level	$80.89	**5N**	**1C**	
Brick Mason	Journey Level	$82.00	**7E**	**1N**	
Brick Mason	Pointer-Caulker-Cleaner	$82.00	**7E**	**1N**	
Building Service Employees	Janitor	$17.13		**1**	
Building Service Employees	Shampooer	$17.13		**1**	
Building Service Employees	Waxer	$17.13		**1**	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Building Service Employees	Window Cleaner	$17.13		1	
Cabinet Makers (In Shop)	Journey Level	$17.13		1	
Carpenters	Acoustical Worker	$87.71	15J	11U	
Carpenters	Bridge Dock and Wharf Carpenter	$89.38	15J	11U	9L
Carpenters	Floor Layer & Floor Finisher	$87.71	15J	11U	
Carpenters	General Carpenter	$87.71	15J	11U	
Carpenters	Scaffold Erector	$87.71	15J	11U	
Cement Masons	Application of all Composition Mastic	$86.70	15J	4U	
Cement Masons	Application of all Epoxy Material	$86.18	15J	4U	
Cement Masons	Application of all Plastic Material	$86.70	15J	4U	
Cement Masons	Application of Sealing Compound	$86.18	15J	4U	
Cement Masons	Application of Underlayment	$86.70	15J	4U	
Cement Masons	Building General	$86.18	15J	4U	
Cement Masons	Composition or Kalman Floors	$86.70	15J	4U	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Cement Masons	Concrete Paving	$86.18	**15J**	**4U**
Cement Masons	Curb & Gutter Machine	$86.70	**15J**	**4U**
Cement Masons	Curb & Gutter, Sidewalks	$86.18	**15J**	**4U**
Cement Masons	Curing Concrete	$86.18	**15J**	**4U**
Cement Masons	Finish Colored Concrete	$86.70	**15J**	**4U**
Cement Masons	Floor Grinding	$86.70	**15J**	**4U**
Cement Masons	Floor Grinding/Polisher	$86.18	**15J**	**4U**
Cement Masons	Green Concrete Saw, self-powered	$86.70	**15J**	**4U**
Cement Masons	Grouting of all Plates	$86.18	**15J**	**4U**
Cement Masons	Grouting of all Tilt-up Panels	$86.18	**15J**	**4U**
Cement Masons	Gunite Nozzleman	$86.70	**15J**	**4U**
Cement Masons	Hand Powered Grinder	$86.70	**15J**	**4U**
Cement Masons	Journey Level	$86.18	**15J**	**4U**
Cement Masons	Patching Concrete	$86.18	**15J**	**4U**
Cement Masons	Pneumatic Power Tools	$86.70	**15J**	**4U**
Cement Masons	Power Chipping & Brushing	$86.70	**15J**	**4U**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Cement Masons	Sand Blasting Architectural Finish	$86.70	**15J**	**4U**	
Cement Masons	Screed & Rodding Machine	$86.70	**15J**	**4U**	
Cement Masons	Spackling or Skim Coat Concrete	$86.18	**15J**	**4U**	
Cement Masons	Troweling Machine Operator	$86.70	**15J**	**4U**	
Cement Masons	Troweling Machine Operator on Colored Slabs	$86.70	**15J**	**4U**	
Cement Masons	Tunnel Workers	$86.70	**15J**	**4U**	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	$149.22	**15J**	**11T**	**9I**
Divers & Tenders	Dive Supervisor	$150.72	**15J**	**11T**	**9I**
Divers & Tenders	Diver	$149.22	**15J**	**11T**	**9I**
Divers & Tenders	Diver Tender	$95.55	**15J**	**11T**	**9I**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$120.22	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01-44.00 PSI	$130.16	**15J**	**11U**	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$140.11	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$150.05	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$160.00	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$169.94	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$179.88	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$189.83	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$199.77	**15J**	**11U**	
Divers & Tenders	Lead Diver (Dive Master)	$110.01	**15J**	**11T**	**9I**
Divers & Tenders	Manifold Operator (Life Support Technician)	$100.55	**15J**	**11U**	**9I**
Divers & Tenders	Remote Operated Vehicle Operator/Technician	$95.55	**15J**	**11T**	**9I**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Divers & Tenders	Remote Operated Vehicle Operator/Technician	$95.55	**15J**	**11U**	**9I**
Divers & Tenders	Remote Operated Vehicle Tender	$89.25	**15J**	**11T**	**9I**
Divers & Tenders	Stand-by Diver	$105.01	**15J**	**11T**	**9I**
Dredge Workers	Assistant Engineer	$93.71	**5D**	**3F**	
Dredge Workers	Assistant Mate (Deckhand)	$92.99	**5D**	**3F**	
Dredge Workers	Boatmen	$93.71	**5D**	**3F**	
Dredge Workers	Engineer Welder	$95.52	**5D**	**3F**	
Dredge Workers	Leverman, Hydraulic	$97.45	**5D**	**3F**	
Dredge Workers	Mates	$93.71	**5D**	**3F**	
Dredge Workers	Oiler	$92.99	**5D**	**3F**	
Drywall Applicator	Journey Level	$84.77	**15O**	**11S**	
Drywall Tapers	Journey Level	$84.77	**15O**	**11S**	
Electrical Fixture Maintenance Workers	Journey Level	$29.54		**1**	
Electricians - Inside	Cable Splicer	$104.37	**5C**	**1G**	
Electricians - Inside	Journey Level	$97.32	**5C**	**1G**	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Electricians - Inside	Lead Covered Cable Splicer	$111.40	5C	1G	
Electricians - Inside	Welder	$104.37	5C	1G	
Electricians - Motor Shop	Craftsman	$17.13		1	
Electricians - Motor Shop	Journey Level	$17.13		1	
Electricians - Powerline Construction	Cable Splicer	$107.31	5A	4D	
Electricians - Powerline Construction	Certified Line Welder	$98.45	5A	4D	
Electricians - Powerline Construction	Groundperson	$61.75	5A	4D	
Electricians - Powerline Construction	Heavy Line Equipment Operator	$98.45	5A	4D	
Electricians - Powerline Construction	Journey Level Lineperson	$98.45	5A	4D	
Electricians - Powerline Construction	Line Equipment Operator	$84.94	5A	4D	
Electricians - Powerline Construction	Meter Installer	$61.75	5A	4D	8W
Electricians - Powerline Construction	Pole Sprayer	$98.45	5A	4D	
Electricians - Powerline Construction	Powderperson	$72.81	5A	4D	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Electronic Technicians	Journey Level	$64.34	**6Z**	**1B**	
Elevator Constructors	Mechanic	$119.17	**7D**	**4A**	
Elevator Constructors	Mechanic In Charge	$128.95	**7D**	**4A**	
Fabricated Precast Concrete Products	Journey Level	$17.13		**1**	
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$17.13		**1**	
Fence Erectors	Fence Erector	$60.82	**15J**	**11X**	**9N**
Fence Erectors	Fence Laborer	$60.82	**15J**	**11X**	**9N**
Flaggers	Journey Level	$60.82	**15J**	**11X**	**9N**
Glaziers	Journey Level	$88.41	**7L**	**1Y**	
Heat & Frost Insulators And Asbestos Workers	Journey Level	$100.83	**15H**	**11C**	
Heating Equipment Mechanics	Journey Level	$107.92	**7F**	**1E**	
Hod Carriers & Mason Tenders	Journey Level	$75.00	**15J**	**11X**	**9N**
Industrial Power Vacuum Cleaner	Journey Level	$17.13		**1**	
Inland Boatmen	Boat Operator	$71.28	**5B**	**1K**	
Inland Boatmen	Cook	$69.70	**5B**	**1K**	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Inland Boatmen	Deckhand	$70.00	**5B**	**1K**
Inland Boatmen	Deckhand Engineer	$69.55	**5B**	**1K**
Inland Boatmen	Launch Operator	$71.23	**5B**	**1K**
Inland Boatmen	Mate	$89.12	**5B**	**1K**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	CCTV Head Operator	$56.10	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	CCTV Operator	$53.00	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	CCTV Technician	$49.90	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Combo Unit	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Combo Unit Assistant	$50.93	**15M**	**110**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Hydrovac	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Hydrovac Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Jetter/Flusher	$58.16	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Jetter/Flusher Assistant	$50.93	**15M**	**110**
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Skid Steer	$50.93	**15M**	**110**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Sweeper/Broom Operator	$49.90	**15M**	**11O**	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Water Truck	$49.90	**15M**	**11O**	
Insulation Applicators	Journey Level	$87.71	**15J**	**11U**	
Ironworkers	Journeyman	$94.82	**15K**	**11N**	
Laborers	Air, Gas Or Electric Vibrating Screed	$71.10	**15J**	**11X**	**9N**
Laborers	Airtrac Drill Operator	$73.18	**15J**	**11X**	**9N**
Laborers	Ballast Regular Machine	$71.10	**15J**	**11X**	**9N**
Laborers	Batch Weighman	$60.82	**15J**	**11X**	**9N**
Laborers	Brick Pavers	$71.10	**15J**	**11X**	**9N**
Laborers	Brush Cutter	$71.10	**15J**	**11X**	**9N**
Laborers	Brush Hog Feeder	$71.10	**15J**	**11X**	**9N**
Laborers	Burner	$71.10	**15J**	**11X**	**9N**
Laborers	Caisson Worker	$73.18	**15J**	**11X**	**9N**
Laborers	Carpenter Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Cement Dumper-paving	$73.18	**15J**	**11X**	**9N**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Laborers	Cement Finisher Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Change House Or Dry Shack	$71.10	**15J**	**11X**	**9N**
Laborers	Chipping Gun (30 Lbs. And Over)	$72.33	**15J**	**11X**	**9N**
Laborers	Chipping Gun (Under 30 Lbs.)	$71.10	**15J**	**11X**	**9N**
Laborers	Choker Setter	$71.10	**15J**	**11X**	**9N**
Laborers	Chuck Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Clary Power Spreader	$72.33	**15J**	**11X**	**9N**
Laborers	Clean-up Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Concrete Dumper/Chute Operator	$73.18	**15J**	**11X**	**9N**
Laborers	Concrete Form Stripper	$71.10	**15J**	**11X**	**9N**
Laborers	Concrete Placement Crew	$73.18	**15J**	**11X**	**9N**
Laborers	Concrete Saw Operator/Core Driller	$72.33	**15J**	**11X**	**9N**
Laborers	Crusher Feeder	$60.82	**15J**	**11X**	**9N**
Laborers	Curing Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Demolition: Wrecking & Moving (Incl. Charred	$71.10	**15J**	**11X**	**9N**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

	Material)				
Laborers	Ditch Digger	$71.10	**15J**	**11X**	**9N**
Laborers	Diver	$73.18	**15J**	**11X**	**9N**
Laborers	Drill Operator (Hydraulic, Diamond)	$72.33	**15J**	**11X**	**9N**
Laborers	Dry Stack Walls	$71.10	**15J**	**11X**	**9N**
Laborers	Dump Person	$71.10	**15J**	**11X**	**9N**
Laborers	Epoxy Technician	$71.10	**15J**	**11X**	**9N**
Laborers	Erosion Control Worker	$71.10	**15J**	**11X**	**9N**
Laborers	Faller & Bucker Chain Saw	$72.33	**15J**	**11X**	**9N**
Laborers	Fine Graders	$71.10	**15J**	**11X**	**9N**
Laborers	Firewatch	$60.82	**15J**	**11X**	**9N**
Laborers	Form Setter	$73.18	**15J**	**11X**	**9N**
Laborers	Gabian Basket Builders	$71.10	**15J**	**11X**	**9N**
Laborers	General Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Grade Checker & Transit Person	$75.00	**15J**	**11X**	**9N**
Laborers	Grinders	$71.10	**15J**	**11X**	**9N**
Laborers	Grout Machine Tender	$71.10	**15J**	**11X**	**9N**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Laborers	Groutmen (Pressure) Including Post Tension Beams	$72.33	**15J**	**11X**	**9N**
Laborers	Guardrail Erector	$71.10	**15J**	**11X**	**9N**
Laborers	Hazardous Waste Worker (Level A)	$73.18	**15J**	**11X**	**9N**
Laborers	Hazardous Waste Worker (Level B)	$72.33	**15J**	**11X**	**9N**
Laborers	Hazardous Waste Worker (Level C)	$71.10	**15J**	**11X**	**9N**
Laborers	High Scaler	$73.18	**15J**	**11X**	**9N**
Laborers	Jackhammer	$72.33	**15J**	**11X**	**9N**
Laborers	Laserbeam Operator	$72.33	**15J**	**11X**	**9N**
Laborers	Maintenance Person	$71.10	**15J**	**11X**	**9N**
Laborers	Manhole Builder-Mudman	$72.33	**15J**	**11X**	**9N**
Laborers	Material Yard Person	$71.10	**15J**	**11X**	**9N**
Laborers	Mold Abatement Worker	$71.10	**15J**	**11X**	**9N**
Laborers	Motorman-Dinky Locomotive	$75.05	**15J**	**11X**	**9N**
Laborers	nozzleman (concrete pump, green cutter when using combination of high	$75.00	**15J**	**11X**	**9N**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

	pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)				
Laborers	Pavement Breaker	$72.33	**15J**	**11X**	**9N**
Laborers	Pilot Car	$60.82	**15J**	**11X**	**9N**
Laborers	Pipe Layer (Lead)	$75.00	**15J**	**11X**	**9N**
Laborers	Pipe Layer/Tailor	$72.33	**15J**	**11X**	**9N**
Laborers	Pipe Pot Tender	$72.33	**15J**	**11X**	**9N**
Laborers	Pipe Reliner	$72.33	**15J**	**11X**	**9N**
Laborers	Pipe Wrapper	$72.33	**15J**	**11X**	**9N**
Laborers	Pot Tender	$71.10	**15J**	**11X**	**9N**
Laborers	Powderman	$73.18	**15J**	**11X**	**9N**
Laborers	Powderman's Helper	$71.10	**15J**	**11X**	**9N**
Laborers	Power Jacks	$72.33	**15J**	**11X**	**9N**
Laborers	Power Washer	$71.10	**15J**	**11X**	**9N**
Laborers	Railroad Spike Puller - Power	$72.33	**15J**	**11X**	**9N**
Laborers	Raker - Asphalt	$75.00	**15J**	**11X**	**9N**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Laborers	Re-timberman	$73.18	**15J**	**11X**	**9N**
Laborers	Remote Equipment Operator	$72.33	**15J**	**11X**	**9N**
Laborers	Rigger/Signal Person	$72.33	**15J**	**11X**	**9N**
Laborers	Rip Rap Person	$71.10	**15J**	**11X**	**9N**
Laborers	Rivet Buster	$72.33	**15J**	**11X**	**9N**
Laborers	Rodder	$73.18	**15J**	**11X**	**9N**
Laborers	Scaffold Erector	$71.10	**15J**	**11X**	**9N**
Laborers	Scale Person	$71.10	**15J**	**11X**	**9N**
Laborers	Sloper (Over 20")	$72.33	**15J**	**11X**	**9N**
Laborers	Sloper Sprayer	$71.10	**15J**	**11X**	**9N**
Laborers	Spreader (Concrete)	$73.18	**15J**	**11X**	**9N**
Laborers	Stake Hopper	$71.10	**15J**	**11X**	**9N**
Laborers	Stock Piler	$71.10	**15J**	**11X**	**9N**
Laborers	Swinging Stage/Boatswain Chair	$60.82	**15J**	**11X**	**9N**
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$72.33	**15J**	**11X**	**9N**
Laborers	Tamper (Multiple & Self-propelled)	$72.33	**15J**	**11X**	**9N**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$72.33	**15J**	**11X**	**9N**
Laborers	Toolroom Person (at Jobsite)	$71.10	**15J**	**11X**	**9N**
Laborers	Topper	$71.10	**15J**	**11X**	**9N**
Laborers	Track Laborer	$71.10	**15J**	**11X**	**9N**
Laborers	Track Liner (Power)	$72.33	**15J**	**11X**	**9N**
Laborers	Traffic Control Laborer	$64.78	**15J**	**11X**	**9P**
Laborers	Traffic Control Supervisor	$68.42	**15J**	**11P**	**9C**
Laborers	Traffic Control Supervisor	$68.42	**15J**	**11X**	**9P**
Laborers	Truck Mounted Attenuator	$64.78	**15J**	**11X**	**9P**
Laborers	Truck Spotter	$71.10	**15J**	**11X**	**9N**
Laborers	Tugger Operator	$72.33	**15J**	**11X**	**9N**
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$254.08	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$259.24	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$263.01	**15J**	**11X**	**9Q**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$268.85	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$271.02	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$276.25	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$278.20	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$280.25	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$282.30	**15J**	**11X**	**9Q**
Laborers	Tunnel Work-Guage and Lock Tender	$75.05	**15J**	**11X**	**9N**
Laborers	Tunnel Work-Miner	$75.05	**15J**	**11X**	**9N**
Laborers	Vibrator	$73.18	**15J**	**11X**	**9N**
Laborers	Vinyl Seamer	$71.10	**15J**	**11X**	**9N**
Laborers	Watchman	$55.62	**15J**	**11X**	**9N**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Laborers	Welder	$72.33	**15J**	**11X**	**9N**
Laborers	Well Point Laborer	$72.33	**15J**	**11X**	**9N**
Laborers	Window Washer/Cleaner	$55.62	**15J**	**11X**	**9N**
Laborers - Underground Sewer & Water	General Laborer & Topman	$71.10	**15J**	**11X**	**9N**
Laborers - Underground Sewer & Water	Pipe Layer	$72.33	**15J**	**11X**	**9N**
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$55.62	**15J**	**11X**	**9N**
Landscape Construction	Landscape Operator	$92.99	**15J**	**3K**	**8X**
Landscape Maintenance	Groundskeeper	$17.13		**1**	
Lathers	Journey Level	$84.77	**15O**	**11S**	
Marble Setters	Journey Level	$82.00	**7E**	**1N**	
Metal Fabrication (In Shop)	Fitter	$27.10	**6T**	**2U**	
Metal Fabrication (In Shop)	Laborer	$17.13	**6T**	**2U**	
Metal Fabrication (In Shop)	Layerout	$30.63	**6T**	**2U**	
Metal Fabrication (In Shop)	Machine Operator	$20.86	**6T**	**2U**	
Metal Fabrication (In Shop)	Welder	$24.74	**6T**	**2U**	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Millwright	Journey Level	$80.28	**15J**	**4C**	
Modular Buildings	Cabinet Assembly	$17.13		**1**	
Modular Buildings	Electrician	$17.13		**1**	
Modular Buildings	Equipment Maintenance	$17.13		**1**	
Modular Buildings	Plumber	$17.13		**1**	
Modular Buildings	Production Worker	$17.13		**1**	
Modular Buildings	Tool Maintenance	$17.13		**1**	
Modular Buildings	Utility Person	$17.13		**1**	
Modular Buildings	Welder	$17.13		**1**	
Painters	Journey Level	$58.84	**6Z**	**11J**	
Pile Driver	Crew Tender	$80.50	**15J**	**11U**	**9L**
Pile Driver	Journey Level	$89.43	**15J**	**11U**	
Plasterers	Journey Level	$81.34	**7Q**	**1R**	
Plasterers	Nozzleman	$85.44	**7Q**	**1R**	
Playground & Park Equipment Installers	Journey Level	$17.13		**1**	
Plumbers & Pipefitters	Journey Level	$99.87	**5A**	**1G**	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators	Asphalt Plant Operator	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Assistant Engineer	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Barrier Machine (zipper)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Batch Plant Operator: Concrete	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Bobcat	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Brokk - Remote Demolition Equipment	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Brooms	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Bump Cutter	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Cableways	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Chipper	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Compressor	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	$94.54	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators	Concrete Finish Machine - laser Screed	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Conveyors	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Cranes Friction: 200 tons and over	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes, A-frame: 10 tons and under	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including	$90.88	**7A**	**11H**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

	jib with attachments				
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: Friction cranes through 199 tons	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Crusher	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Deck Engineer/deck Winches (power)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Derricks: on building work	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Dozers D-9 & Under	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Drilling Machine	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar	$93.71	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

	Equipment				
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Gradechecker/stakeman	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Guardrail punch/Auger	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Horizontal/directional Drill Locator	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Horizontal/directional Drill Operator	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$82.95	**7A**	**11H**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Loader, Overhead 8 Yards. & Over	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Loaders, Overhead Under 6 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Loaders, Plant Feed	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Loaders: Elevating Type Belt	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Locomotives, All	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Material Transfer Device	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Mechanics: all (Leadmen - $0.50 per hour over mechanic)	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators	Motor patrol graders	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch	$88.89	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

	Seeding Operator				
Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 100 tons and over	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Pavement Breaker	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Pile Driver (other Than Crane Mount)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Posthole Digger, Mechanical	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Power Plant	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Pumps - Water	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Quad 9, HD 41, D10 And Over	$94.54	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Rigger and Bellman	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Rollagon	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Roller, Other Than Plant Mix	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Roto-mill, Roto-grinder	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Saws - Concrete	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Scrapers - Concrete & Carry All	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$94.54	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators	Service Engineers: equipment	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Shotcrete/gunite Equipment	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$96.49	**15J**	**3K**	**8X**
Power Equipment Operators	Slipform Pavers	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Spreader, Topsider & Screedman	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Subgrader Trimmer	$93.71	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators	Tower Bucket Elevators	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators	Tower crane: up to 175' in height base to boom	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators	Transporters, All Track Or Truck Type	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators	Trenching Machines	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Truck Mount Portable Conveyor	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators	Welder	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Wheel Tractors, Farmall Type	$88.89	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators	Yo Yo Pay Dozer	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Bobcat	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Brooms	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$93.71	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Cableways	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Chipper	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Compressor	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Conveyors	$92.99	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$90.00	**7A**	**11H**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Crusher	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$93.71	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	$92.99	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$93.71	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - $0.50 per hour over mechanic)	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$88.20	**7A**	**11H**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Power Plant	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$94.54	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rollagon	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$92.99	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$95.52	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$96.49	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$94.54	**15J**	**3K**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$94.54	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$92.99	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$87.42	**7A**	**11H**	**8X**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$93.71	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Welder	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$88.89	**15J**	**3K**	**8X**
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$93.71	**15J**	**3K**	**8X**
Power Line Clearance Tree Trimmers	Journey Level In Charge	$69.62	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Spray Person	$65.89	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Equipment Operator	$69.62	**5A**	**4A**	
Power Line Clearance Tree Trimmers	Tree Trimmer	$62.19	**5A**	**4A**	

nvelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$45.73	**5A**	**4A**
Refrigeration & Air Conditioning Mechanics	Journey Level	$106.46	**5A**	**1G**
Residential Brick Mason	Journey Level	$35.53		**1**
Residential Carpenters	Journey Level	$32.32		**1**
Residential Cement Masons	Journey Level	$18.09		**1**
Residential Drywall Applicators	Journey Level	$51.52	**15J**	**4C**
Residential Drywall Tapers	Journey Level	$29.06		**1**
Residential Electricians	Journey Level	$57.29	**6Z**	**1B**
Residential Glaziers	Journey Level	$58.75	**7L**	**1H**
Residential Insulation Applicators	Journey Level	$78.96	**15J**	**4C**
Residential Laborers	Journey Level	$22.90		**1**
Residential Marble Setters	Journey Level	$35.53		**1**
Residential Painters	Journey Level	$22.13		**1**
Residential Plumbers & Pipefitters	Journey Level	$71.41		**1**
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$88.56		**1**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Residential Sheet Metal Workers	Journey Level (Field or Shop)	$57.54	**7F**	**1R**
Residential Soft Floor Layers	Journey Level	$25.84		**1**
Residential Sprinkler Fitters (Fire Protection)	Journey Level	$52.72		**1**
Residential Stone Masons	Journey Level	$35.53		**1**
Residential Terrazzo Workers	Journey Level	$17.13		**1**
Residential Terrazzo/Tile Finishers	Journey Level	$21.96		**1**
Residential Tile Setters	Journey Level	$17.13		**1**
Roofers	Journey Level	$70.70	**5A**	**3H**
Roofers	Using Irritable Bituminous Materials	$73.70	**5A**	**3H**
Sheet Metal Workers	Journey Level (Field or Shop)	$107.92	**7F**	**1E**
Shipbuilding & Ship Repair	New Construction Boilermaker	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Carpenter	$51.85	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Crane Operator	$44.29	**7V**	**1**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Shipbuilding & Ship Repair	New Construction Electrician	$63.26	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$100.83	**15H**	**11C**
Shipbuilding & Ship Repair	New Construction Laborer	$62.85	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Machinist	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Operating Engineer	$44.29	**7V**	**1**
Shipbuilding & Ship Repair	New Construction Painter	$62.94	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Pipefitter	$64.14	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Rigger	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Sheet Metal	$63.02	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Shipwright	$51.85	**7X**	**4J**
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	$44.29	**7V**	**1**
Shipbuilding & Ship Repair	New Construction Welder / Burner	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Boilermaker	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Carpenter	$51.85	**7X**	**4J**

nvelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Shipbuilding & Ship Repair	Ship Repair Crane Operator	$45.06	**7Y**	**4K**
Shipbuilding & Ship Repair	Ship Repair Electrician	$63.26	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$100.83	**15H**	**11C**
Shipbuilding & Ship Repair	Ship Repair Laborer	$62.85	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Machinist	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	$45.06	**7Y**	**4K**
Shipbuilding & Ship Repair	Ship Repair Painter	$62.94	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Pipefitter	$64.14	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Rigger	$63.08	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	$63.02	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Shipwright	$51.85	**7X**	**4J**
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	$45.06	**7Y**	**4K**
Sign Makers & Installers (Electrical)	Journey Level	$18.04		**1**
Sign Makers & Installers (Non-Electrical)	Journey Level	$17.13		**1**
Soft Floor Layers	Journey Level	$70.17	**15J**	**4C**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Solar Controls For Windows	Journey Level	$17.13		1	
Sprinkler Fitters (Fire Protection)	Journey Level	$107.94	5C	1X	
Stage Rigging Mechanics (Non Structural)	Journey Level	$17.13		1	
Stone Masons	Journey Level	$82.00	7E	1N	
Street And Parking Lot Sweeper Workers	Journey Level	$17.13		1	
Surveyors	Assistant Construction Site Surveyor	$86.75	7A	11H	8X
Surveyors	Chainman	$82.95	7A	11H	8X
Surveyors	Construction Site Surveyor	$88.20	7A	11H	8X
Surveyors	Drone Operator (when used in conjunction with surveying work only)	$82.95	7A	11H	8X
Surveyors	Ground Penetrating Radar	$82.95	7A	11H	8X
Telecommunication Technicians	Journey Level	$64.34	6Z	1B	
Telephone Line Construction - Outside	Cable Splicer	$42.62	5A	2B	
Telephone Line Construction - Outside	Hole Digger/Ground Person	$27.97	5A	2B	

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$35.60	**5A**	**2B**
Telephone Line Construction - Outside	Telephone Lineperson	$40.28	**5A**	**2B**
Terrazzo Workers	Journey Level	$73.71	**7E**	**1N**
Tile Setters	Journey Level	$71.71	**7E**	**1N**
Tile, Marble & Terrazzo Finishers	Finisher	$62.54	**7E**	**1N**
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	$98.49	**15L**	**1K**
Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	$62.69	**15L**	**1K**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	$98.49	**15L**	**1K**
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	$98.49	**15L**	**1K**
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	$62.69	**15L**	**1K**
Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	$98.49	**15L**	**1K**
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	$98.49	**15L**	**1K**
Traffic Control Stripers	Seal coating, slurry coating and other surface	$62.69	**15L**	**1K**

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

	protection (Group 2)				
Truck Drivers	Asphalt Mix Over 16 Yards	$86.20	**15J**	**11M**	**8L**
Truck Drivers	Asphalt Mix To 16 Yards	$85.36	**15J**	**11M**	**8L**
Truck Drivers	Dump Truck	$85.36	**15J**	**11M**	**8L**
Truck Drivers	Dump Truck & Trailer	$86.20	**15J**	**11M**	**8L**
Truck Drivers	Other Trucks	$86.20	**15J**	**11M**	**8L**
Truck Drivers - Ready Mix	Transit Mix	$86.20	**15J**	**11M**	**8L**
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$17.53		**1**	
Well Drillers & Irrigation Pump Installers	Oiler	$17.13		**1**	
Well Drillers & Irrigation Pump Installers	Well Driller	$18.00		**1**	

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2026 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)	APWA General Special Provision
(April 1, 2013 (for WSDOT GSPs, only use date)	
(May 2013, Tumwater GSP)	Tumwater General Special Provision
***(*****)	Project Specific Special Provision***

Text enclosed with *** text / # *** indicates a Tumwater revision to text or number within a standard GSP.

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *City of Tumwater Development Guidelines,* current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

General Notes Pertaining to All Work

(November 2023, Tumwater GSP)

Public Convenience and Safety

The Contractor shall provide 48 hours advanced notice to adjacent property owners of impending work, impacts, and interruptions including access restrictions and utility service interruptions.

Conflicting Special Provisions

The Bidder or Contractor shall request clarification on conflicting Special Provisions prior to bidding on project. After bid, determination of controlling special provision in circumstances of Conflict will be the determination of the Engineer. In most cases, Tumwater Special Provisions will control.

Division 1
General Requirements

(March 13, 1995)
This Contract provides for the improvement of *** trenching, traffic control, construction of a new sewer main, abandonment of the existing failed sewer, replacement of existing side sewers and cleanouts, installation of new manholes, connections to existing manholes, bypass pumping, testing *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-03 Award and Execution of Contract

1-03.3 Execution of Contract
(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within *** 15 *** calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting Agency nor shall any Work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the Contracting Agency.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within the calendar days after the Award date stated above, the Contracting Agency may grant up to a maximum of *** 10 *** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-04 Scope of the Work

1-04.4 Changes
(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

1-05 Control of Work

1-05.4 Conformity With and Deviations from Plans and Stakes

(May 2024, Tumwater GSP)
Supplement this Section with the following new Sections:

1-05.4(1) Contractor Surveying – General Requirements

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

***** All staking shall be completed per WSDOT Standard Plan A-10.10. *****

The Contractor shall engage the services of a Professional Land Surveyor who is registered with the State of Washington to oversee, direct and provide adequate equipment and personnel to provide all of the project staking, plan review, calculation of all field stakeout data, project control surveying and project field staking necessary to construct the project in conformance with the Plans, Specifications, Standards, Addendums, and in conformance with standard engineering and surveying practices. The Contractor's Surveyor shall be able to demonstrate the ability to provide competent, qualified personnel and suitable equipment for the project work required. The Engineer may at any time inspect the Contractor's Surveyor's efforts and check as much of the work as is practical. Any errors found will be brought to the Contractor's attention for corrective action.

To establish secondary control network the City will provide the Contractor and Contractor's Surveyor with primary survey control information which will consist of a minimum of three (3) primary horizontal control points and two (2) vertical control points. The Horizontal Control Datum used to reference the design for this project is the Thurston County High Precision Network NAD 83/11 Datum and Vertical Control Datum used to reference the design for this project is NGVD 29 Vertical Datum. Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor's Surveyor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, offset stakes and grades necessary for the development and construction of the project. This will include, but is not limited to, clearing limits, right-of-way, easements, trenches, private and public utilities, roadbed, storm, sewer and water systems, grading, curb and gutter, sidewalks, irrigation, paving, channelization, pavement marking, illumination, traffic signals and systems, guardrails and barriers, and signage.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

The use of City provided CAD files for staking shall be used at the Contractor's own risk. The City does not verify the accuracy of CAD files. If there is a discrepancy between the CAD and Construction Plans, the Construction Plans shall take precedence.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

The Contractor's Surveyor will also be competent in the technology and knowledgeable of the codes and regulations applicable to land surveying including but not limited to the following:

WAC 196-27A-020
WAC 332-120-030(2)
WAC 332-120-030(3)
RCW 58.09.130

1-05.4(1)A Pre-Staking Meeting

A Pre-Staking Meeting shall be held prior to the start of any construction staking to address any unresolved questions or concerns by the Contractor and/or the Contractor's Surveyor.

The City will provide a digital drawing file of the project in AutoCAD format version 2004 or later to the Contractor's Surveyor for review at least two weeks prior to the pre-staking meeting.

The meeting shall be held with the Engineer, a Contractor representative and the Contractor's Surveyor prior to the commencement of any construction staking.

The Contractor's Surveyor shall provide a written report of his or her findings during the pre-staking meeting expressing any concerns he or she may have as to what was intended by the Engineer, what information might be missing from the Plans or Specifications or clarifications that are necessary for the Surveyor to stake the project.

1-05.4(2) Contractor Surveying – Specific Requirements

The Contractor shall provide a list of the personnel, their qualifications, their position and the equipment the Contractor's Surveyor will be providing to do the work in the office and in the field.

The Contractor's surveyor shall provide all survey work for the Contractor as necessary to complete the Work. This includes, but is not limited to:

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

1. Verifying primary horizontal and vertical control
2. Establishing centerlines of all alignments
3. Establishing clearing limits
4. Establishing grading limits. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.
5. Establishing the horizontal and vertical location of all drainage features
6. Establishing the horizontal and vertical location of all underground utilities
7. Establishing roadbed and surfacing elevations.
8. Providing references for paving pins
9. Providing location of other permanent features such as signing, illumination, guardrail and barriers.
10. Establishing location of all channelization devices and pavement markings
11. Obtaining permits from the Washington State Department of Natural Resources for removing and replacing all survey monuments that are affected by construction. The City will not be responsible for any documentation required to establish or re-established monuments.
12. Stake and record any changes or revisions to the Plans

If survey stakes are obliterated, knocked over, stolen, or otherwise removed, the Contractor's survey shall re-establish staking at the Engineer's discretion and at no additional cost to the Contracting Agency.

If the Contractor determines, upon completion of staking, that changes to profiles or roadway sections are needed to achieve proper smoothness and drainage to existing or proposed features, the Contractor shall submit these changes to the Engineer for review and approval 10 days prior to beginning the Work.

The Contractor's Surveyor shall provide the City with a digital Record Drawing of the project upon completion of construction. The drawing is to be in AutoCAD format, version 2014 or newer. This drawing shall not contain references (xrefs) to external drawings. This Record Drawing shall contain the following:

a. Formal documentation of exactly how the project was installed. The Record Drawings shall include all construction changes from the original Contract Plans; recorded over the original construction drawings. The City shall withhold *** **$1,000** *** from this Bid item until the Record Drawings are submitted and approved.
b. Any unknown existing utility information not included in the Contract Plans. This digital Record Drawing shall be accompanied with a letter stamped with the Surveyor's seal certifying its accuracy.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	Horizontal
Slope stakes	+/-□0.10 feet	+/- 0.10 feet
Subgrade grade stakes set 0.04 feet below grade	+/- 0.01 feet	+/- 0.5 feet (parallel to alignment) +/-□0.1 feet (normal to alignment)
Stationing on roadway	N/A	+/- 0.1 feet
Alignment on roadway	N/A	+/- 0.04 feet
Surfacing grade stakes	+/-□0.01 feet	+/- 0.5 feet (parallel to alignment) +/- 0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	+/- 0.01 feet	+/- 0.2 feet (parallel to alignment) +/- 0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

1-05.4(3) Contractor Surveying – ADA Features

ADA Feature Staking Requirements

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

ADA Feature Contract Compliance
The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature As-Built Measurements
The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Inspection Form(s) (WSDOT Form 224-020).

The completed ADA Inspection Form(s) (WSDOT Form 224-020) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature.

1-05.4(4) Payment

Payment will be made for the following bid item when included in the proposal:

"Construction Surveying, Staking, and Record Drawings", lump sum.

The lump sum contract price for "Construction Surveying, Staking, and Record Drawings" shall be full pay for all labor, tools, equipment, materials, supervision, and other incidentals utilized to perform the Work specified in Sections 1-05.4(1), 1-05.4(2), and 1-05.4(3).

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the as-built measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

1-05.7 Nonconforming Work
(February 17, 2026 APWA GSP)

Supplement this section with the following:

The rights exercised under the provisions of this Section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the Work as required. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

1-05.7(1) Identification of Nonconforming Work
Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

1-05.7(2) Reporting of Nonconforming Work

Replace this section with the following:

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming Work within the time specified in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice.

1-05.7(3) Remediation of Nonconforming Work

Supplement this section with the following:

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the Nonconforming Work corrected immediately, have the Work removed and replaced, or have Work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause risk of loss or damage to the public.

When costs are incurred by the Contracting Agency, payment will be deducted by the Engineer from monies due, or to become due, to the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and compensation for removal, repair, replacement and/or correction of the Contractor's Nonconforming Work.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that

remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-07 Legal Relations and Responsibilities to the Public

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance
(February 17, 2026 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.

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

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- *** $$1$$
- $$2$$
- $$3$$ ***

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each subcontractor of every tier 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 all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) 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.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting Agency and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

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.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

$2,000,000	Each Occurrence
$3,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$2,000,000	Personal & Advertising Injury each offence
$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than *** 1 *** million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

Prosecution and Progress

Add the following new section:

1-08.0(2) Hours of Work

(February 17, 2026 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between ***7:00 A.M.***. and ***6:00 P.M.***. ***Monday*** through ***Friday***, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated

above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than *** 3 working days *** prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the Work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such Work necessitates their presence.)
2. Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.

If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.5 Time for Completion

(February 17, 2026 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the *** 10 *** calendar day after the Notice to Proceed date. If the Contractor starts Work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the

Contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

(March 13, 1995)
This project shall be physically completed within *** 14 *** working days.

1-09 Measurement and Payment

1-09.9 Payments

(July 8, 2024 APWA GSP, Option A)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than $20,000.

1-09.9 Payments

(February 17, 2026 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

Progress payments for completed Work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the Work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the Work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of Work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra Work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for Work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any Work has been satisfactorily completed. The determination of payments under the Contract will be final in accordance with Section 1-05.1.

The sixth paragraph of Section 1-09.9 is deleted.

Division 2
Temporary Features

2-01 Mobilization

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

(******)

Delete Section 2-01 and replace it with the following:

2-01.1 Description

This Work consists of operations and preparatory Work necessary to become ready to perform the Work or an item of Work.

2-01.3 Construction Requirements

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor typically occurring before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Portions of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.
3. Costs incurred for mobilizing equipment for force account Work.

2-01.5 Payment

Payment will be by lump sum as “Mobilization”.

Based on the lump sum Contract price for “Mobilization”, partial payments will be made as follows:

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

2-03 Public Convenience and Safety

2-03.3 Construction Requirements

Construction Under Traffic

Section 2-03.3(1) is supplemented with the following:

(November 4, 2024)
Lane, ramp, shoulder, and roadway closures are only permitted as follows:

*** Road closures will not be permitted ***

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

3. After *** 11:00 A.M. *** on the day prior to a holiday or holiday weekend, and

4. Before *** 9:00 A.M. *** on the day after the holiday or holiday weekend.

5. The two-hour period prior to and the two-hour period after the following special events:

   *** No special events determined ***

   It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays
When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than *** 15 *** minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than *** 15 *** minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the *** 15 *** minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet the *** 15 *** minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

Envelope ID: B832A272-8B43-86B8-833E-EECFD176E68E

General Restrictions

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.

2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

Advance Notification

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

2-03.3(1)B Open Trenches

(March 2026, Tumwater GSP)

Replace Section 2-03.3(1)B with the following:

Open trenches within the Travel Way or Auxiliary Lane shall be backfilled and cold patched by the end of the working day. If backfilling cannot be properly

completed within a work shift, the Contractor may request the use of steel-plates. If allowed by the Engineer, the following requirements must be met:

1. The steel plates shall be secured around the perimeter with Plate Locks™ road plate securing system or approved equal. Plate securing systems shall be installed according to the manufacturer's recommendation. Temporary HMA or cold-mix wedges around the steel plates shall not be allowed.
2. Wedges or non-asphaltic devices shall be used for leveling as required to eliminate rocking of the plates.
3. Warning signs shall be used to alert motorists of the presence of the steel plates per 2-03.3(1)B3.

The Contractor is responsible for replacing, resecuring, and maintaining the steel plates to provide a safe driving surface at all times.

Steel plates are not allowed in Pedestrian Pathways without the express consent of the Engineer. Steel plates that are allowed for use in Pedestrian Pathways shall be painted with either a non-slip paint, anti-slip tape, or rolled roofing. The transverse edges shall be beveled at 2:1 with a maximum 1/4-inch vertical lip.

2-03.3(1)B2 Steel Plates
(March 2026, Tumwater GSP)

Replace Section 2-03.3(1)B2 with the following:

VACANT

Division 3
Earthwork

3-07 STRUCTURE EXCAVATION

3-07.1 Description

(******)
Supplement section 3-07.1 with the following:

This work consists of furnishing, utilizing, moving, and maintaining a trench safety system.

3-07.3 Construction Requirements

(******)
Supplement section 3-07.3 with the following:

The Contractor shall comply with all applicable state laws, OSHA, WISHA requirements, and Department of Labor and Industries regulations governing trench excavation and pipe laying.

3-07.4 Measurement

(******)
Supplement section 3-07.4 with the following:

Trench safety system shall be paid for per lump sum regardless of the type, size, and quantity used.

3-07.5 Payment

(******)
Supplement section 3-07.5 with the following:

"Trench Safety System", per lump sum.
The lump sum contract price for "Trench Safety System" shall be full compensation for all labor, tools, equipment, and materials necessary to comply with the requirements stated above.

Division 5
Surface Treatments and Pavements

(******)
Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:

5-04 Hot Mix Asphalt

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)

Recycled Material 9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

***

Reclaimed/recycled asphalt pavement (RAP) or shingles (RAS) will not be allowed.

***

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design - Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for *** <0.3 *** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

    a. A mechanical sampling device attached to the HMA plant.

    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer,

further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the Contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.

2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved

surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1”		0.35 feet
HMA Class ¾” and HMA Class ½”		
	wearing course	0.30 feet
	other courses	0.35 feet
HMA Class ⅜”		0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

   For Aggregates in the mixture:

   a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

   b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.

- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item “Roadway Core”, the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item “Roadway Core”, the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation

of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other

imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,

staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:

   a. The actual times of starting and ending daily operations.

   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.

   d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.

   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.

   f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

   g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.

   h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

   i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

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5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___", per ton.

"HMA for Approach Cl. ___ PG ___", per ton.

"HMA for Preleveling Cl. ___ PG ___", per ton.

"HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.

"Roadway Core", per each.

The Contractor's costs for all Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

Division 7
Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

7-05 Manholes, Inlets, Catch Basins, and Drywells

7-05.4 Measurement

(******)

Section 7-05.4 is supplemented with the following:

Connect to existing manhole will be measured per each.

7-05.5 Payment

(******)

Section 7-05.5 is supplemented with the following:

"Connect to Existing Manhole" per each
The unit price per each for "Connect to Existing Manhole" shall be full pay for all labor, tools, materials and equipment necessary to connect the new sewer line to existing manholes including core drilling, grout/mortar, rechanneling the manhole for the new connection, and abandoning the old connection.

Sanitary Sewers

Measurement

(******)

Section 7-17.4 is supplemented with the following:

Bypass system – contingency will be measured as a force account item.

Sewer bypass – truck pumping will be measured per day.

8 in. diam. PVC sanitary sewer pipe will be measured by the linear foot.

Sawcutting will be measured by the linear foot.

Payment

(******)

Section 7-17.5 is supplemented with the following:

"Bypass System - Contingency", per force account.

"Bypass System - Contingency" shall be full pay for all labor, tools, materials and equipment necessary to intercept sewage and pump it to the planned downstream manhole using a dedicated bypass system.

"Sewer Bypass – Truck Pumping", per day.
The unit Contract price per day for "Sewer Bypass – Truck Pumping" shall be full pay for all labor, tools, materials and equipment to operate a pump truck for the removal and haul of sewage from an upstream manhole and its delivery to the downstream manhole.

"8 In. Diam. PVC Sanitary Sewer Pipe", per linear foot.
The unit Contract price per linear foot for "8 In. Diam. PVC Sanitary Sewer Pipe" shall be full pay for all labor, tools, materials and equipment to furnish, haul, and assemble in place the completed installation including all wyes, tees, special fittings, and joint materials for the complete installation of the sewer main. All payment for bedding, backfill, and adjustment of manhole inverts will be paid for under separate bid items.

"Sawcutting", per linear foot.
The unit Contract price per linear foot for "Sawcutting" shall be full pay for all labor, tools, materials and equipment to sawcut a clean edge for final paving of the restored trench.

Side Sewers

Measurement

(******)

Section 7-18.4 is supplemented with the following:

Sewer lateral pipe will be measured per linear foot.

Payment

7-18.5.docx
7-19.GR7
7-19.4.GR7
7-19.4.docx
7-19.5.GR7
7-19.5.docx
DIVISION8.GR8
8-14.docx

TO: City Council

FROM: Kelly Adams, Assistant City Administrator

DATE: November 2, 2026

SUBJECT: Resolution No. R2026-024, Ratifying the Emergency Declaration and Waiver of Competitive Bidding Requirements for Davis Meeker Garry Oak Risk Reduction and Preservation

---

1) Recommended Action:

Adropt Resolution No. R2026-024, finding that an emergency exists and ratifying the Mayor's Emergency Declaration for the Davis Meeker Garry Oak.

---

2) Background:

The Davis Meeker Garry Oak, an Oregon white oak approximately 400 years old on City right-of-way near 7525 Old Highway 99, is listed on the Tumwater Register of Historic Places. On September 25, 2026, a windstorm brought two large limbs down, removing about 32 percent of the tree's live crown.

A Level 2 risk assessment by Todd Prager and Associates rated five limbs over Old Highway 99 as high risk. Until they are addressed, the City must plan to close the road near the tree during severe weather. On October 15, 2026, the Historic Preservation Commission unanimously directed staff to retain the tree, secure a new or revised Department of Archeological and Historical Preservation (DAHP) permit, and complete structural pruning during the dormant season.

Because the work requires specialized arborists working under a DAHP permit and must begin quickly, the Mayor signed an Emergency Declaration on October 21, 2026, waiving competitive bidding for the work. The resolution ratifies that declaration.

---

3) Policy Support:

RCW 39.04.280 and Section 3.5.5 of the Tumwater Purchasing Manual allow an exemption from competitive bidding in an emergency, supported by a written finding of the emergency.

---

4) Alternatives:

- ❑ Approve the resolution with changes.
- ❑ Do not approve and direct staff to competitively bid the work, likely delaying pruning past the dormant season.

---

5) Fiscal Notes:

Contract amounts are not yet known. The City Administrator will report all contracts awarded to the Council and return with any budget amendment needed to fund the work.

---

6) Attachments:

A. Resolution No. R2026-024
B. Emergency Declaration, signed October 21, 2026

Attachment A

RESOLUTION NO. R2026-024

A RESOLUTION of the City Council of the City of Tumwater, Washington finding the existence of an emergency and ratifying the Emergency Declaration and Waiver of Competitive Bidding Requirements for Davis Meeker Garry Oak Risk Reduction and Preservation.

WHEREAS, the Mayor signed an Emergency Declaration and Waiver of Competitive Bidding Requirements for Davis Meeker Garry Oak Risk Reduction and Preservation on October 21, 2026; and

WHEREAS, the Davis Meeker Garry Oak, an Oregon white oak approximately 400 years old located on City right-of-way near 7525 Old Highway 99, is listed on the Tumwater Register of Historic Places; and

WHEREAS, on September 25, 2026, a windstorm with wind gusts of up to 54 miles per hour caused a 24-inch-diameter limb of the tree to fail and strike a 20-inch-diameter limb below it, bringing both limbs down onto nearby power lines; and

WHEREAS, the limb failures removed an estimated 32 percent of the tree's live crown, left two wounds each approximately five feet long and one to two feet wide, shifted the tree's center of gravity, and newly exposed the limbs on the east and north sides of the tree to prevailing southwest winds; and

WHEREAS, four days after the limb failures, the City's consulting arborist, Todd Prager and Associates, conducted a Level 2 tree risk assessment, which rated five limbs of the tree as high risk, each located over Old Highway 99 and each carrying severe consequences of failure; and

WHEREAS, the tree has a history of storm-related failures of limbs between 10 and 24 inches in diameter over the past 15 years, and Old Highway 99, parked vehicles, the adjacent Washington State Patrol hangar, and overhead power lines are all within reach of the tree; and

WHEREAS, until the high-risk limbs are addressed, the City must plan to close Old Highway 99 near the tree during severe weather, disrupting travel for the public; and

WHEREAS, on October 15, 2026, the Tumwater Historic Preservation Commission voted unanimously, consistent with Option 1 (Tree Retention) of the risk assessment, to direct the City to secure a new or revised DAHP permit for

treatment of the tree and to maximize structural pruning, and to act with urgency; and

WHEREAS, the Davis Meeker Garry Oak is a historic tree and as such requires arborists and contractors with specialized qualifications and experience in the care of large, mature trees, working under the conditions of a DAHP permit; and

WHEREAS, the risk reduction and preservation work must commence immediately. The longer the work is delayed, the longer the high-risk limbs remain over Old Highway 99, and the greater the risk to the public and to the tree; and

WHEREAS, the September 25, 2026 windstorm was an unforeseen circumstance beyond the control of the City, and the resulting condition of the Davis Meeker Garry Oak presents a real, immediate threat of bodily injury, loss of life, or material loss or damage to property, and of further irreversible loss of a historic resource, if immediate action is not taken; and

WHEREAS, RCW 39.04.280 and Section 3.5.5 of the Tumwater Purchasing Manual provide for an emergency exemption to competitive bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. The City Council of the City of Tumwater finds, due to the windstorm damage to the Davis Meeker Garry Oak on September 25, 2026, and for all reasons stated in the Emergency Declaration and Waiver of Competitive Bidding Requirements for Davis Meeker Garry Oak Risk Reduction and Preservation signed by the Mayor on October 21, 2026, an emergency exists requiring waiver of competitive bidding requirements for the following work on the Davis Meeker Garry Oak. This Resolution, together with the Mayor's Emergency Declaration, constitutes the written finding of the existence of an emergency required by RCW 39.04.280.

Section 2. The City Administrator is authorized to take such measures as are necessary to expedite and enter into contracts for the work described in Section 1 without the necessity of following the competitive bidding requirements set forth in the City's Purchasing Manual. The City Administrator shall report all contracts awarded under this authority to the City Council and shall return to the City Council for any budget amendment necessary to fund the work.

Section 3. **Ratification**. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. **Severability**. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. **Effective Date**. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 2nd day of November, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Envelope ID: EAADCCEE-E57B-85D7-8085-CDD36C27C971

Attachment B

EMERGENCY DECLARATION
AND
WAIVER OF COMPETITIVE BIDDING REQUIREMENTS
FOR
DAVIS MEEKER GARRY OAK RISK REDUCTION AND PRESERVATION

WHEREAS, the Davis Meeker Garry Oak, an Oregon white oak approximately 400 years old located on City right-of-way near 7525 Old Highway 99 is listed on the Tumwater Register of Historic Places; and

WHEREAS, on September 25, 2026, a windstorm with wind gusts of up to 54 miles per hour caused a 24-inch-diameter limb of the tree to fail and strike a 20-inch-diameter limb below it, bringing both limbs down onto nearby power lines; and

WHEREAS, the limb failures removed an estimated 32 percent of the tree's live crown, left two wounds each approximately five feet long and one to two feet wide, shifted the tree's center of gravity, and newly exposed the limbs on the east and north sides of the tree to prevailing southwest winds; and

WHEREAS, four days after the limb failures, the City's consulting arborist, Todd Prager and Associates, conducted a Level 2 tree risk assessment, which rated five limbs of the tree as high risk, each located over Old Highway 99 and each carrying severe consequences of failure; and

WHEREAS, the tree has a history of storm-related failures of limbs between 10 and 24 inches in diameter over the past 15 years, and Old Highway 99, parked vehicles, the adjacent Washington State Patrol hangar, and overhead power lines are all within reach of the tree; and

WHEREAS, until the high-risk limbs are addressed, the City must plan to close Old Highway 99 near the tree during severe weather, disrupting travel for the public; and

WHEREAS, on October 15, 2026, the Tumwater Historic Preservation Commission voted unanimously, consistent with Option 1 (Tree Retention) of the risk assessment, to direct the City to secure a new or revised DAHP permit for treatment of the tree and to maximize structural pruning consistent with keeping the tree alive, and to act with urgency so that the pruning occurs during the dormant season; and

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WHEREAS, the Davis Meeker Garry Oak is a historic tree and as such requires arborists and contractors with specialized qualifications and experience in the care of large, mature trees, working under the conditions of a DAHP permit; and

WHEREAS, RCW 39.04.280 and Section 3.5.5 of the Tumwater Purchasing Manual provide for an emergency exemption to competitive bidding requirements; and

WHEREAS, the September 25, 2026 windstorm was an unforeseen circumstance beyond the control of the City, and the resulting condition of the Davis Meeker Garry Oak presents a real, immediate threat of bodily injury, loss of life, or material loss or damage to property, and of further irreversible loss of a historic resource, if immediate action is not taken.

NOW, THEREFORE, be it declared by the Mayor of the City of Tumwater, Washington:

Section 1. An emergency is hereby declared as a result of the windstorm damage to the Davis Meeker Garry Oak on September 25, 2026. The Davis Meeker Garry Oak is a historic tree and as such requires special care in its treatment. The longer the work is delayed, the longer the high-risk limbs remain over Old Highway 99, and the greater the risk to the public and to the tree.

Section 2. Due to the emergency declared in Section 1, competitive bidding requirements are hereby waived for the following work on the Davis Meeker Garry Oak: revision of the treatment plan and preparation of permit documentation; structural reduction pruning; supplemental support systems; and the traffic control and target management measures needed to protect the public until that work is complete. The City Administrator is authorized to award all necessary contracts on behalf of the City to address the emergency situation.

Section 3. This declaration constitutes the written finding of the existence of an emergency required by RCW 39.04.280. The City Administrator shall report all contracts awarded under this declaration to the City Council and shall return to the City Council for any budget amendment necessary to fund the work.

DECLARED this 21st day of October, 2026.

Envelope ID: EAADCCEE-E57B-85D7-8085-CDD36C27C971

Signed by:
Leatta Dahlhoff
B4CC0184630F4BE...
LEATTA DAHLHOFF, Mayor

Approved as to form:

DocuSigned by:
Karen Kirkpatrick
5011BA3DE4C345C...
Karen Kirkpatrick, City Attorney

Attest:

DocuSigned by:
Melody Valiant
E67ECE580BA04BB...
Melody Valiant, City Clerk

TO: City Council

FROM: Brad Medrud, Community Development Director

DATE: November 2, 2026

SUBJECT: Agreement with Washington Department of Fish and Wildlife for the Habitat Conservation Plan Phase 3 Amendment 2

---

1) Recommended Action

Authorize the Mayor to sign the Second Amendment to the Washington Department of Fish and Wildlife agreement for Phase 3 of the Bush Prairie Habitat Conservation Plan, extending the agreement period with no additional funding.

The agreement was recommended for approval on the consent calendar at the October 21, 2026, General Government Committee meeting.

---

2) Background

The City of Tumwater is developing the Bush Prairie Habitat Conservation Plan (HCP) in coordination with the U.S. Fish and Wildlife Service, the Port of Olympia, and other partners. The HCP is intended to support planned growth and development while protecting federally listed species and their habitats, consistent with the Endangered Species Act.

Phase 3 of the HCP includes continued development of the HCP and associated environmental review and permitting activities. The proposed Second Amendment extends the agreement period to allow the City to complete the remaining Phase 3 work. The amendment is limited to a time extension and does not change the scope of work or increase the grant award.

---

3) Policy Support:

Conservation Element Policy C-15.2 Protect, preserve, and restore habitats for species identified as endangered, threatened, or sensitive by the State or federal government, giving special consideration to measures necessary to preserve or enhance suitable habitat.

Conservation Element Policy C-15.3 Maintain habitats that support the greatest diversity of fish and wildlife through conservation and enhancement of critical areas.

Conservation Element Policy C-15.5 Protect, preserve, and restore native vegetation and control invasive species to preserve and enhance fish and wildlife habitat.

---

4) Alternatives:

- ❑ None.

---

5) Fiscal Notes:

The Second Amendment extends the existing agreement period. No additional funding is requested, and the amendment does not increase the City's financial obligations.

---

6) Attachments:

A. Washington State Department of Fish and Wildlife Second Amendment – Bush Prairie Habitat Conservation Plan Phase 3

Washington Department of FISH and WILDLIFE

CONTRACT AMENDMENT

TITLE: Bush Prairie HCP Phase 3

WDFW NUMBER: 23-21178

AMENDMENT NUMBER: 2

CONTRACTOR: City of Tumwater

AMENDMENT VALUE: $0.00

AMENDMENT EFFECTIVE DATE:
09/02/2026

CONTRACT END DATE:
09/01/2027

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and City of Tumwater is hereby amended as follows:

1. Extend the period of performance to 09/01/2027.
2. Extend deliverables dates and add reports as shown below.

C. Deliverables and Target Completion Dates

Goal 1 – Additional Work on Phase 2 Objectives

Objective 1: Build and Sustain the Public Engagement Process

Objective	Deliverable	Target Completion Date
1.1	• Public Engagement Appendix in the Bush Prairie HCP	9/1/2027

Objective 2: Complete the Bush Prairie HCP and NEPA/SEPA Process

Objective	Deliverables	Target Completion Date
2.4	• Documentation of completed NEPA and SEPA	9/1/2027

Goal 2 – Additional Bush Prairie HCP Development Objectives

Objective 3: Develop and Update Development Plans and Codes

Objective	Deliverables	Target Completion Date
3.1	• Written report outlining code changes completed to implement HCP, which may include: o Adopted City ordinance(s) amending City regulations o Amendments to City Development Guide o Adopted City ordinances(s) for other City Plans and Guidelines, as needed	9/1/2027

Objective 4: Develop Manuals, Forms, Checklists, and Training Program

Objective	Deliverables	Target Completion Date
4.1	• Administrator's Guide or Desk Reference Manual in an Appendix to the draft Bush Prairie HCP • Bush Prairie HCP Templates in an Appendix to the draft HCP • Annual Report Outline in an Appendix to the draft Bush Prairie HCP	9/1/2027
4.2	• Additional details for the draft Bush Prairie HCP Chapter 7 – Plan Implementation • User's Manual for Applicants • HCP Project Application Template Forms in an Appendix to the draft Bush Prairie HCP • Checklists for Avoidance Requirements and Survey Requirements for Applicants in an Appendix to the draft Bush Prairie HCP • Fee Calculators for Applicants Documentation in an Appendix to the draft Bush Prairie HCP	9/1/2027
4.3	• Training Summary in an Appendix to the draft Bush Prairie HCP	9/1/2027
4.4	• Geobrowser or Similar Web-Based Application and Support Documentation in an Appendix to the draft Bush Prairie HCP	9/1/2027

Objective 5: Develop Administrative Systems to Support the Bush Prairie HCP

Objective	Deliverables	Target Completion Date
5.1	• Property Acquisition and Maintenance Financial Accounting and Administrative System Appendix to the draft Bush Prairie HCP • Draft Memorandum of Agreement between the City and the Port in an Appendix to the draft Bush Prairie HCP • Other Draft Legal Materials as Needed in an Appendix to the draft Bush Prairie HCP	9/1/2027
5.2	• Early Screening Summary in an Appendix to the draft Bush Prairie HCP	9/1/2027
5.3	• Covered Activity Tracker Summary in an Appendix to the draft Bush Prairie HCP	9/1/2027

Objective 6: Develop Habitat Management Plan and Monitoring Program

Objective	Deliverables	Target Completion Date
6.1	• Habitat Management Plan Templates in an Appendix to the draft Bush Prairie HCP	9/1/2027
6.2	• Monitoring Program Summary in an Appendix to the draft Bush Prairie HCP	9/1/2027

D. Reporting Requirements

The following reports are added to this Contract.

Report Title	Report Period	Due Date
4th Performance Progress Report	1/01/2026 – 12/31/2026	2/12/2027
Mid-year Progress Summary for WDFW	1/01/2027 – 6/31/2027	7/30/2027
Final Performance Report	1/01/2027 – 9/01/2027	9/01/2027

Regardless of date of final execution, the effective date is 09/02/2026. All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

CITY OF TUMWATER	**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**
Signature and Date	Signature and Date
Printed Name and Title	Kirsten Taylor, Contracts Team Manager Printed Name and Title

TO: City Council

FROM: Chuck Denney, Parks & Recreation Director

DATE: November 2, 2026

SUBJECT: Agreement with All Play Systems, LLC for Pioneer Park Play Structure Replacement

---

1) Recommended Action:

Approve and authorize the Mayor to sign an Agreement with All Play Systems, LLC for the Pioneer Park Play Structure Replacement.

Funding for this project was approved at the Tumwater Metropolitan Park District Special meeting on October 13, 2026.

---

2) Background:

As Tumwater's largest and most visited park, the play structure at Pioneer Park is a critical element for community use. The play structure was originally installed in 1994 when the park was built. It was destroyed in an arson fire in 2000 and replaced in 2001. In 2008, a swingset was added. As a wood structure, many of the elements have deteriorated to the point where they no longer meet safety standards and have been removed.

Working with the Parks and Recreation Commission, a new play structure design has been developed to replace the removed and aging play equipment at the park.

The motion to approve funding for the Pioneer Park play structure replacement was approved unanimously at the Tumwater Metropolitan Park District special meeting on October 13, 2026.

---

3) Policy Support:

- Strategic Goals and Priorities: Build a community recognized for quality, compassion and humanity.
- Vision Mission Beliefs-Excellence: Continue implementation of the Tumwater Metropolitan Parks District initiatives.

---

4) Alternatives:

- ❑ Do not approve the agreement
- ❑ Approve with changes to funding amount

---

5) Fiscal Notes:

The TMPD budget has funds accumulated as we have postponed the community center project while we negotiate land costs for the site of the future building.

Play Structure/delivery/installation/surfacing: $536,180

6) Attachments:

A. All Play Quote
B. All Play Systems Agreement
C. Invitation for Bids
D. All Play Signed Award Letter
E. Pioneer Park Play Structure

AllPlay Systems, LLC
P.O. Box 1886
Sequim, WA 98382

Toll Free: 888.531.4881
Fax: 888.655.6412
Email: danielle@allplaysystems.com

Danielle Patterson
(360) 808-5925

Quotation

Project: Pioneer Park Playground REVISED
Date: 10/26/2026

Prepared for: Chuck Denney
Quote valid until: 11/25/2026

Bill To:

KCDA

Contact:
Phone:
Email:

Ship To:

Contact:
Phone:
Email:

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Berliner	Custom Neptun.17 with Greenville Fort, ages 5-12	UPS.09441-1	1	$176,825.00	$176,825.00
	O'Tannebaum 3.1		1	$16,907.00	$16,907.00
	Palmetto Saucer		1	$5,449.00	$5,449.00
	FREIGHT		1	$22,750.00	$22,750.00
Playcraft	Custom Play System, ages 2-5	R50F2DD0A	1	$82,990.00	$82,990.00
	Swings, 3-bay Single Post, 4 belts, 1 bucket, 1 ADA		1	$6,562.00	$6,562.00
	FREIGHT		1	$3,488.00	$3,488.00
Paris	Single Post Shade Table, 3 or 4 seat	460-504	3	$7,231.25	$21,693.75
	Tariff, estimated		1	$5,000.00	$5,000.00
	FREIGHT		1	$1,955.00	$1,955.00
Zeager	Engineered Wood Fiber, for 8000 sf	Woodcarpet	385	$50.00	$19,250.00
	Blow-in Installation		385	$14.00	$5,390.00
	FREIGHT		3	$1,450.00	$4,350.00
KCDA	Contract Discount, 26-315 - Playcraft/Paris/Zeager 10%		1	-$13,049.58	-$13,049.58
	Contract Discount, 26-315 - Berliner 8%		1	-$15,934.48	-$15,934.48
Allplay	Installation of equipment above; demo and disposal by others; includes 54' additional concrete border		1	$129,498.60	$129,498.60
	Payment and Performance Bond		1	$15,078.54	$15,078.54

Additional Info:

QUOTE UPDATE: Border changed to concrete instead of wood; swings added for both supply and installation; estimated tariff cost included for Paris Picnic Tables.

Subtotal	$488,202.84
Tax 9.80%	$47,843.88
Total	$536,046.71

Payment terms: 0% down, balance due Net 30 upon delivery. The project will be governed according to the terms and conditions of the KCDA Contract 26-315, Playground Equipment, Surfacing, and Site Amenities.

and conditions of the KCDA Contract 26-315, Playground Equipment, Surfacing, and Site Amenities.

Written approval must be received prior to order initiation. By issuing a Purchase Order to KCDA Referencing this quote and Contract 26-315, the customer accepts these terms and authorizes Allplay Systems, LLC to order the items as listed above.

Customer Signature: _____

Date: _____

Allplay Systems, LLC
PO Box 1886
Sequim, WA 98382

Phone: 1.888.531.4881
Fax: 1.888.655.6412
www.allplaysystems.com

Introduction to Allplay Systems

Allplay Systems has the experience and background to provide a full assortment of design services, installation and site work to support the products offered in this contract. We operate as General Contractors in the states of Washington and Oregon. In that time, we have developed professional relationships with many installation companies was well as other sub-contractors who provide site work. Our company has successfully completed over 500 playground installations in the states of Washington, Oregon, Northern Idaho and Hawaii. In addition to installing the products offered, we can provide excavation, demolition and disposal, concrete curbing and sidewalks, fencing and other necessary site work for our projects. Our approach is to have regional sales representatives. This approach allows continuity for the client as the same person that designs the playground equipment will also handle the project mangement and installation of those products. We have the knowledge, the experience and the professional relationships to complete the job right.

Allplay Systems is a Washington company which represents manufacturers in the park and recreation industry. Founded in January of 2010, Allplay Systems specializes in the design and installation of playgrounds and athletic facilities. Allplay Systems has enjoyed substantial sales growth every year with annual sales exceeding $10 million annually for the last five years. Jeff Hansen and Danielle Patterson are the founding partners of Allplay Systems, LLC, each with more than 20 years in the industry. Below is a detailed summary of our staff and their roles within the state of Washington.

Jeff Hansen has worked on designing playgrounds for Berliner and Playcraft Systems and is responsible for the design and sales of playgrounds, coordinating installations, and after-sales service of accounts. He prides himself on customer service and is constantly in the field on site visits to check the progress of ongoing projects. Jeff has over 25 years of Sales and Customer service experience.

Danielle Patterson is the managing partner and contract administrator for the Allplay team. In addition, she continues to design and supervise installations in central and western Washington and for the state of Hawaii. She has been a Certified Playground Safety Inspector for 18 years

and emphasizes inclusive design, integration of natural elements and a solution-oriented mindset.

Becky Spiker takes care of the administrative activities at Allplay Systems. She is responsible for producing purchase orders to manufacturers, keeping track of our projects, graphics and IT support, and paying taxes. She has more than 30 years of experience in Customer Service, both working for specific organizations and as an independent contractor. She has also done administrative work for contractors, large construction companies and other small businesses.

We have three additional staff working in the various regions of our territory. Lisa Patrick supervises projects in Eastern Washington and Northern Idaho from her home base near Walla Walla. Molly Fuller services Northwest Oregon and is based near Portland. Danny Shamberger works a territory of Eastern and Southwest Oregon from a home base in Bend. All sales team members live and work within their territory to provide immediate site visits and service support as necessary to Allplay's customers.

We added Jo Ann Rohner to our team five years ago to assist with bookkeeping to manage our growth. She exclusively deals with accounts receivable by invoicing and following up on payments owed.

Please see our references on the Company Profile pages or reach out to any of the many KCDA customers with whom we have worked over the last dozen years.

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • www.kcda.org

Company Profile

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

COMPANY CONTACT INFORMATION

Company Name: Allplay Systems Website: allplaysystems.com

Company Address: PO Box 1886

City: Sequim State: WA Zip: 98382

Contact Person: Danielle Patterson Title: managing partner

Contact Phone: 360-808-5925 Contact Email: danielle@allplaysystems.com

Washington State Department of Labor & Industries Contractor's License No. ALLPLSL906MZ

State of WA UBI No. 602 988 743

State of WA Employment Security Department No. exempt

Washington State Excise Tax Registration No. _____

Federal Tax ID No. 27-1755903

SAM.gov – Unique Entity ID M7JTKF2XBLR3

BACKGROUND

Note: *Generally, in high level contracts, KCDA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. KCDA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a ☐ public company ☒ privately owned company.

In what year was this business started under its present name? 2010

Under what other or former name(s) has your business operated? none

Is this business a corporation? ☒ No ☐ Yes. If yes, please complete the following:

Date of incorporation: _____ State of incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

Is this business a partnership? ☒ No ☐ Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? ☒ No ☐ Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. ☐ No ☒ Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.

Allplay Systems is an LLC formed in the state of Washington on 2/1/2010. Danielle Patterson & Jeff Hansen are the members.

COMPANY HEADQUARTER LOCATION

Company Address: 170 Havenwood Lane

City: Sequim State: WA Zip: 98382

Main Phone Number: 888-531-4881 How long at this address? 16 years

COMPANY BRANCH LOCATIONS

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company's annual sales for 2023, 2024, 2025 in the United States by the various public segments:

	2023	2024	2025
K-12 (public & private), Educational Service Agencies	$ 8,200,000	$ 5,000,000	$ 5,000,000

Higher Education Institutions	$	$	$ 500,000
Counties, Cities, Townships, Villages	$ 6,000,000	$ 3,950,000	$ 3,450,000
States	$ 300,000	$ 50,000	$ 50,000
Other Public Sector & Non-profits	$ 2,000,000	$ 1,000,000	$ 1,000,000
Private Sector	$ 500,000	$ 600,000	$ 500,000
TOTAL	$ 17,000,000	$ 10,600,000	$ 10,500,000

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager	Danielle Patterson	managing partner	360-808-5925	danielle@allplaysystems.com
Sales Manager	Jeff Hansen	partner	425-766-7822	jeff@allplaysystems.com
Customer & Support Manager	Becky Spiker	admin.	425-512-3624	becky@allplaysystems.com
Distributors, Dealers, Installers, Sales Reps	Lisa Patrick Molly Fuller Danny Shamberger			
Consultants & Trainers	supplied by manufacturing partners			
Technical, Maintenance & Support Services	"			
Quotes, Invoicing & Payments	Quotes: all sales team Invoices: JoAnn Rohrer Payments: Danielle Patterson			joann@allplaysystems.com danielle@allplaysystems.com
Warranty & After the Sale				
Financial Manager	Danielle Patterson			

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the states of Washington, Oregon, Idaho, Montana and Alaska by completing the following: ***(To insert more rows, hit the tab key from the last field in the State column.)***

Number of Sales Reps	City	State
1	Beaverton	OR
1	Bend	OR
1	Sequim	WA
1	Seattle	WA
1	Dayton	WA

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the states of Washington, Oregon, Idaho, Montana and Alaska completing the following: ***(To insert more rows, hit the tab key from the last field in the State column.)***

Center Type	City	State
n/a		

4. **In-house Resources:** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.

Allplay systems has regional sales reprentatives who conduct field visits, site inspections, collaborate on design, and manage their projects through installation.

5. **Sales Training:** Explain how your company will educate your sales staff on the KCDA contract including timing, methods, etc.

All of our team has more than five years experience with the KCDA contracts. After award, we will conduct a training update to ensure any new information is incorporated into new agreements.

ENVIRONMENTAL INITIATIVES

1. Describe how your products and/or services support environmental goals.

We aim to select partners who prioritize the selection of recycled and recyclable materials in their manufacture. We also represent the only play manufacturer within the region served by KCDA, reducing the impact of long freight transports.

2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

Allplay has moved to a largely electronic, cloud-based business, reducing our use of paper, shipping, printing, etc. Web delivery of meetings has also reduced our carbon footprint significantly.

COOPERATIVE CONTRACTS

1. Does your company currently have contracts with other cooperatives (local, regional, state, national)?

_____ YES __X__ NO

If YES, identify which cooperatives and the respective expiration date(s).

_____

If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

_____

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
Most of our subs have worked with us for many years. Any new partners are evaluated for license and insurance compliance, as well as references for prior work.

2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.
R&R Construction, Bacon Concrete, Mountain Rock Design & construction, Cadillac Lawn Care; LW Sundstrom (WA)
A West Pacific; GR Morgan; Precision Recreation (OR)

DISCLOSURES

1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2023, 2024 and 2025). This letter should state the line of credit as a range (i.e., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter. We have no line of credit and have always operated in the black. Any accounting information requested will be provided.

2. **Legal:** Does this business have actions currently filed against it? ☒ No ☐ Yes.

IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information for your company's largest public agency customers. (Minimum of 3 required).

	Agency	Name	Title	Phone Number	Email
1.	Bellevue Parks	Mike Bower	Parks Lead	425-864-3347	mbower@bellevuewa.gov
2.	Peninsula SD	Patrick Gillespie	Capital Proj.	253-377-2001	gillespiep@psd401.net
3.	Mercer Island	Sarah Bluvas	Project Mgr	206-549-1032	sarah.bluvas@mercerisland.gov
4.	Quillayute Valley SD	Bill Henderson	Facilities	360-640-9726	bill.henderson@qvschools.org
5.	~~Renton~~ Seattle Parks	Janice Liang	Project Mgr	206-501-3058	janice.liang@seattle.gov

Signature Danielle Patterson

Must be same signature that appears on the bid response forms

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • www.kcda.org

ATTACHMENT A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

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: Danielle Patterson

Title: managing partner

Firm: Allplay Systems

Address: PO Box 1886

City, State, Zip: Sequim, WA 98382

Date: 3/4/2026

Email: danielle@allplaysystems.com

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18639- 80TH Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • www.kcda.org

ATTACHMENT B
Terms by Manufacturer
Bid #26-315 Playground Equipment
Bid Due Date: March 5, 2026
No later than 2:00pm PST

Bidder Name: Allplay Systems		Address: PO Box 1886
Phone: 888-531-4881	Fax: 888-655-6412	City, State, Zip: Sequim, WA 98382

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 FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Example: ABC Company Inc	$1,000	1-2 Weeks	25%	2026 Retail Price List	Destination
Playcraft Systems	none	10-16 weeks	10%	2026 price list	FACTORY
Berliner	none	10-16 weeks	8%	2026 price list	FACTORY
PW Athletic	none	2-8 weeks	10%	2026 price list	FACTORY
Freenotes	none	2-4 weeks	10%	2026 price list	FACTORY
Duncan and Grove	none	12-18 weeks	8%	2026 price list	FACTORY
Kaypark	none	2-6 weeks	5%	2025 price list	FACTORY
Ultrasite	none	2-6 weeks	10%	2026 price list	FACTORY
Modern Shade	none	4-12 weeks	10%	2026 price list	FACTORY
ICON Shelters	none	12-18 weeks	10%	custom	FACTORY
EMC	none	4-6 weeks	8%	2026 price list	FACTORY
Zeager	none	2-6 weeks	10%	2026 price list	FACTORY
Frog Furnishings	none	3-6 weeks	10%	2026 price list	FACTORY

Paris Equipment Manufacturing	none	6-10 weeks	8%	2026 price list	FACTORY

	3/4/2026	26-315	Allplay Systems
Signature	Date	Bid Number	Name of Firm



Signature

3/4/2026
Date

26-315
Bid Number

Allplay Systems
Name of Firm

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ATTACHMENT C
Special Provisions

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

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, Surfacing & Site Amenities to its members.

Total approximate value of this contract is $20,000,000 to $25,000,000 annually. However KCDA does not guarantee any minimum or maximum value or number of orders.

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 upon between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's authorized dealer, approved to provide KCDA members with Playground Equipment, Surfacing & 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 a manufacturer or an authorized 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:

- Playground equipment – Complete playgrounds for all ages, stand-alone activities, swings, outdoor fitness systems, etc.
- Park amenities – Fountains, pathways, skate ramps, splash pads, dog parks, pool equipment, etc.
- Surfacing – Engineered wood fiber, tiles, matting, turf, poured-in-place, etc.
- Site amenities - Picnic tables, benches, trash receptacles, sanitizing stations, fencing, etc.
- Shelter/shade structures - Constructed with wood, metal, stone, fabric, etc.
- Installation, sitework, maintenance, demolition, disposal, replacement, repair, design, engineering, etc.
- **NOTE: Bleachers and Athletic Field Surfaces will not be awarded under this contract.**

All products provided must comply with current Americans with Disabilities Act (ADA) laws, Consumer Product Safety Commission (CPSC) guidelines, and current ASTM standards as certified by the International Play Equipment Manufacturers Association (IPEMA). Include any relevant certifications with your bid.

By conducting this solicitation, KCDA intends to offer its members a choice of Playground Equipment, Surfacing & 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

January 28, 2026 & February 4, 2026	Advertised as Bid #26-315 in DJC Seattle, Oregon
March 5, 2026	Bids due no later than 2:00 P.M. PST
April 13, 2026	Award Recommendation
April 21, 2026	Board Approval
May 1, 2026	Contract Start Date

C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington State per the drawings and 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. Price Lists may be provided in hard copy, but must be included in Excel or PDF on the flash drive.
Online submission of the bid through Public Purchase is NOT accepted.

- Submit sealed bids in a 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 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 (Attachment E). 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) under Contracts & Bids – Vendor Bids. 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 may be considered non-responsive.**

- All documents requiring signature shall be signed by a person having authority to sign on behalf of the bidder. Electronic signatures will be accepted.

D. BID FORMAT

1. Preparation of the Bid Response

a. The IFB 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.
   - **Cover Page**
   - **Terms & Conditions**
   - **Attachment A** Debarment Statement **(signature required)**
   - **Attachment B** Terms by Manufacturer **(signature required)**
   - **Attachment C** Special Provisions **(signature required)**
   - **Attachment D** Comprehensive Price List **(complete, or equivalent)**
   - **Attachment E** Deviations **(signature required)**
   - **Company Profile (signature required)**
   - **Certification of Compliance with Wage Payment Statutes (signature required)**
   - **EDGAR Certification Form (signature required)**

b. Bid forms requiring signatures shall be submitted by a 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 date and time.

g. The bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the KCDA member and a bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

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 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**
- Company Profile form
- Responses should include a brief introduction informing KCDA of the qualifications and experience of the bidder, along with a brief company history.
- Reference requirements: (3-5). Projects should be of similar size and complexity, preference given for government contracts.

Tab 2 - **Response Forms**
- Attachment A - Debarment Statement
- Attachment C - Special Provisions
- Attachment E - Deviations

- Certification of Compliance with Wage Payment Statutes
- EDGAR Certification Form

Tab 3 - **Pricing Pages**

- Attachment B - Terms by Manufacturer
- Attachment D – Comprehensive Price List
  A listing of products or services which are not listed in the Manufacturer Retail Price Lists which bidder can provide and may be considered as a value add for KCDA member agencies.
- Manufacturer Retail Price Lists (hard copies are optional, but must be included in Excel or PDF on the flash drive)

Tab 4 - **Product Line Brochures and Literature**

- May provide links instead of hard copies.

Tab 5 - **Marketing Plan**

- List trade shows and conferences attended. Show examples of flyers or describe how bidder will market the KCDA contract.

Tab 6 - **Authorized Dealer/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 Expo.
- 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 Products
   All Playground Equipment, Surfacing & Site Amenities provided under this contract must be new, not previously used, and are being actively marketed by the manufacturers' authorized dealers.

   All branded playground equipment 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. Installation/Removal
   a. The installation and/or removal of contract items shall be performed in a professional manner. The members' 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.
e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
f. Installment requirements, as applicable (electrical certifications, plumbing certifications, licenses, permits etc.).

3. Newly Installed Equipment or Related Product Problems
Member agency will evaluate the performance of newly installed Playground Equipment, Surfacing & 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 product with another of the same brand and model, at no additional cost (including delivery and installation) to the member agency.
    - Return of the product with cancellation of the order at no charge to the member agency.

4. 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. Maintenance, Repair and Service
    a. Maintenance, repair and service related to the operation of Playground Equipment, Surfacing & Site Amenities must be provided to member agency.
    b. Excessive Service and Downtime: Playground Equipment, Surfacing & Site Amenities including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all items will be operational at least 98% of normal business hours. Items that develop a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants, and a corrective action and resolution will be made in a manner that is best for the member agency.
    c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member agency.
    d. Awarded vendor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to member agency's acceptance of the contracted items.

6. Relocation/Transfer
    a. Member agencies shall be afforded the option to relocate/transfer contract items from one member location to another member location as deemed necessary with no change to agreement or maintenance plans. If self-moves are an option, the awarded vendor must be notified prior to

relocating or transferring. The member agency will be responsible for repairs required for damage that occurred during self-moves.

b. Alternately, member agencies may elect to have the awarded vendor relocate/transfer the items. The awarded vendor is responsible for repairs required following such relocation/transfer. Relocation/transfer of items must be coordinated with member agency contact personnel responsible for the contract.

7. Adding New Products and/or Services
   All Playground Equipment, Surfacing & Site 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 meet the requirements 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.

8. 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 for additional training, if applicable (Attachment D).

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 needs. 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.

1. **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 https://secure.lni.wa.gov/wagelookup/ or by contacting Labor and Industries at 360-902-5335. A printed 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)

Identification of Licensed Subcontractors: RCW 39.30.060 Bids on public works—Identification, substitution of licensed subcontractors.

(1) Every invitation to bid on a prime contract that is expected to cost $1,000,000 or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 or an institution of higher education as defined under RCW 28B.10.016 shall require each prime contract bidder to submit:

(a) At the published bid submittal time, the names of the licensed subcontractors and proof of license with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work, if it is licensed to perform the work for which it has named itself. Errors identified by the contracting agency in the proof of license information must be corrected by the bidder within 48 hours of submission; and

(b) Within 48 hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

(2) The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

(3) Substitution of a listed subcontractor in furtherance of bid shopping or bid peddling before or after the award of the prime contract is prohibited and the originally listed subcontractor is entitled to recover monetary damages from the prime contract bidder who executed a contract with the public entity and the substituted subcontractor but not from the public entity inviting the bid. It is the original subcontractor's burden to prove by a preponderance of the evidence that bid shopping or bid peddling occurred. Substitution of a listed subcontractor may be made by the prime contractor for the following reasons:

(a) Refusal of the listed subcontractor to sign a contract with the prime contractor;
(b) Bankruptcy or insolvency of the listed subcontractor;
(c) Inability of the listed subcontractor to perform the requirements of the proposed contract or the project;
(d) Inability of the listed subcontractor to obtain the necessary bonding, insurance, or other statutory requirements to perform the work detailed in the contract;
(e) Refusal or inability to provide a letter of bondability from a surety company; or
(f) The listed subcontractor is barred from participating in the project as a result of a court order or summary judgment.

(4) The requirement of this section to name the prime contract bidder's proposed subcontractors applies only to proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the prime contract bidder submitting the bid to the public entity.

(5) This section does not apply to design-build requests for proposals under RCW 39.10.330, to general contractor/construction manager requests for proposals under RCW 39.10.350, or to job order contract requests for proposals under RCW 39.10.420.

Apprentice Utilization Requirements (AURs): RCW 39.04.320 Apprenticeship training programs—Public works contracts—Adjustment of specific projects—Report and collection of agency data—Apprenticeship utilization advisory committee created.

(1)(a)(i) Except as provided in (b) through (d) of this subsection, from January 1, 2005, and thereafter, for all public works estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(ii) As of July 1, 2024, for all public works contracts awarded by a municipality estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2026, for all public works contracts awarded by a municipality estimated to cost $1,500,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2028, for all public works contracts awarded by a municipality estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(b) For contracts advertised for bid on or after July 1, 2020, for all public works by the department of transportation estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(c) For contracts advertised for bid on or after January 1, 2010, for all public works by a school district estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(d) For contracts advertised for bid on or after January 1, 2012, for all public works by a four-year institution of higher education estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(2) Awarding entities may adjust the requirements of this section for a specific project for the following reasons:

(a) The demonstrated lack of availability of apprentices in specific geographic areas;

(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation;

(c) Participating contractors have demonstrated a good faith effort to comply with the requirements of this section; or

(d) Other criteria the awarding entity deems appropriate, which are subject to review by the office of the governor or the municipality's legislative authority if the awarding entity is a municipality.

(3) The secretary of the department of transportation shall adjust the requirements of this section for a specific project for the following reasons:

(a) The demonstrated lack of availability of apprentices in specific geographic areas; or

(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation.

(4)(a) This section applies to public works contracts awarded by the state, to public works contracts awarded by school districts, to public works contracts awarded by state four-year institutions of higher education, and to public works contracts awarded by a municipality. However, this section does not apply to contracts awarded by state agencies headed by a separately elected public official or housing authorities as defined in RCW 35.82.020.

(b) Within existing resources, awarding agencies and municipalities are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency and municipality must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

(c) In lieu of the monetary penalty and incentive requirements specified in (b) of this subsection, the Washington state department of transportation may use its three strike system for ensuring compliance including the allowance for a good faith effort.

(5)(a) The department of labor and industries must provide information and technical assistance to affected agencies and municipalities, and collect the following data from affected agencies and municipalities for each project covered by this section:

(i) The name of each apprentice and apprentice registration number;

(ii) The name of each project;

(iii) The dollar value of each project;

(iv) The date of the contractor's notice to proceed;

(v) The number of apprentices and labor hours worked by them, categorized by trade or craft;

(vi) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and

(vii) The number, type, and rationale for the exceptions granted under subsection (2) of this section.

(b) The department of labor and industries and the municipal research and services center shall provide training, information, and ongoing technical assistance to municipalities in order to comply with apprenticeship utilization requirements. Training must include, but not be limited to, department of labor and industries reporting requirements, contract administration including sample contract language, and best practices on how a municipality's governing authority must adopt apprenticeship guidelines, including procedures, rules, and instructions to ensure compliance relating to a contractor that seeks a good faith waiver of apprenticeship utilization requirements.

(c) The department of labor and industries shall provide information and technical assistance with apprenticeship utilization reporting. The department of enterprise services shall make available sample contract language and provide contract administration advice pertaining to apprenticeship requirements.

(6) The secretary of transportation shall establish an apprenticeship utilization advisory committee, which must include statewide geographic representation and consist of equal numbers of representatives of contractors and labor. The committee must include at least one member representing contractor businesses with less than 35 employees. The advisory committee shall meet regularly with the secretary of transportation to discuss implementation of this section by the department of transportation, including development of the process to be used to adjust the requirements of this section for a specific project.

(7) At the request of the senate labor, commerce, research and development committee, the house of representatives commerce and labor committee, or their successor committees, and the governor, the department of enterprise services and the department of labor and industries shall compile and summarize the agency and municipality data and provide a joint report to both committees. The report must include recommendations on modifications or improvements to the apprentice utilization program and information on skill shortages in each trade or craft.

(8) All contracts subject to this section must include specifications that a contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of this section.

(9) This section establishes the minimum apprenticeship utilization requirements on public works contracts awarded by a municipality. Any standards or requirements relating to apprenticeship utilization established by any applicable local law or ordinance that are more favorable to apprentices than the minimum requirements

under this section are not affected by this section and those more favorable laws apply and may be enforced as provided by law.

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.

2. 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, Housing and Urban Development (HUD) Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of $2,000 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 https://sam.gov/content/wage-determinations. 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, to the member agency for their review and verification, 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 3729 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.

3. 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

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. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidders' 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 excise tax registration number, as required in Title 82 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance for the one-year period immediately preceding the date of the bid solicitation.
6. Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this requirement.
7. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.
   a. Before award of a public works contract, the bidder shall submit a signed statement in accordance with chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement above. (KCDA Certification of Compliance)
8. 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 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 the bid submittal deadline.

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. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidders' 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 excise tax registration number, as required in Title 82 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
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;
7. Have a plumbing contractor license, if required by Chapter 18.106 RCW.

4. Payment & Performance Bond

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, Employment Security

Department, 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.

5. 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.

6. Permits

Obtaining permits is the responsibility of the member. Awarded contractor may provide guidance and/or assistance in obtaining necessary permits. If contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

7. 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 approve the certificate of insurance and endorsements.

8. 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.

9. 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:

1. Contract Number
2. Bid item ID, bid quantity, unit, unit price and description as appropriate

3. 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.

10. 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:

1. 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 thirty-five 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.
2. 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.

11. Force Majeure

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

I. PRICING

The bidder shall submit pricing using Manufacturer Retail Price Lists, Attachment B, and Attachment D, or equivalent. **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, Surfacing & 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. Proposals received that provide both for a single manufacturer will be found non-responsive.

Alternative pricing methods shall be addressed in Attachment D. Clearly state how you will price custom, ancillary, or complementary items or services that are not listed in any other price list.

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 vendor's 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.

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 costs are to be priced by methods designated in Attachment D 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 Attachment D of the IFB 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, Surfacing & Site Amenities under the terms of this contract, will be responsible for payment of all taxes such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

J. AUTHORIZED DEALER/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 quoting of Playground Equipment, Surfacing & Site Amenities, however the awarded vendor shall be responsible for the actual

job performance of each and every authorized dealer/vendor partner. Purchase orders will only be sent to awarded vendors. Awarded vendors may subcontract installation, removal, maintenance, repair and/or service, but remain responsible for order processing and submittal of the 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 KCDA Contract Specialist 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 Contract Specialist 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 Contract Specialist 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 complete bid response received. Subsequently, multiple awards may be made.

Evaluation Criteria and Weight

Pricing	50
Presentation of full and complete product offering that can meet a variety of member agencies' requirements/timeline.	20
Proper submission of proposal	15
Related Experience	15
TOTAL POSSIBLE POINTS	**100**

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 as 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

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 "Membership". If the 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, but is eligible to become a member, the Contract Specialist will give the customer instructions regarding the membership process.

2. The awarded vendor will submit a signed and dated proposal or quote to the KCDA member in accordance with the pricing awarded under this contract. **All line items and charges must include the KCDA 2% service fee as a part of the price to the member agency. Do not list the 2% fee as a separate line item.** The awarded vendor must specifically state the KCDA contract #26-315 on the proposal to the KCDA member. The proposal should identify the member contact name, email 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 the vendor.

3. The KCDA member will draft and submit their purchase order, made out to KCDA, and a copy of the proposal to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA purchase order to the designated point of contact at the vendor. The Contract Specialist will request additional information, such as scope of work and item/part numbers, along with pricing for each line item, as needed. Failure to provide adequate evaluation information may result in a delay of approval by Contract Specialist.

4. A copy of the order will be kept on file at KCDA.

5. The awarded vendor must not commence delivery, services or installation using the KCDA contract without receiving a purchase order from KCDA.

6. Orders processed against this contract with customers who are not KCDA members or without emailed approval from KCDA are in violation of contract specifications. Awarded vendors not following proper procedures may be removed from consideration for future awards.

7. Invoicing: The awarded vendor will send invoices to KCDA. KCDA will contact the member to make sure the job is complete or that a progress payment is agreed to. KCDA will then invoice the member. Upon receipt of payment from the member, KCDA will pay the vendor less the 2% service fee, withholding retainage, as necessary.

8. KCDA reserves the right to revise the ordering process above at its discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with the awarded vendor.

M. CHANGE ORDERS

A change order refers to changes in the proposal/statement of work originally agreed to by the member, vendor, and KCDA, as referenced on the original authorized KCDA purchase order.

Whether initiated by the member or vendor, all parties must agree to the cost adjustments to the project.

1. Change Order Process: When KCDA receives a change order signed/approved by both the member and the vendor, KCDA will review the proposal against the awarded contract and revise the original KCDA PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.

2. Revised PO Process: The member may email a revised PO to KCDA, attaching a copy of the change order or the proposal for review. Once KCDA verifies quoted prices against the contract, KCDA will revise the original KCDA PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.

- It is imperative to clearly communicate, and document all change order requests or directives and approvals, whether verbal, written, or emailed.
- No changes will be made to a KCDA PO unless authorized representatives of the member and vendor have agreed to the costs via signed change order or revised PO.
- Vendor must submit appropriate justification per contract documents to KCDA.
- The approved change order or revised PO, along with supporting proposal/documentation must be reviewed by KCDA for pricing and scope approval in order to update the existing PO.
- KCDA's Purchase Order must match the vendor invoice.

N. 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.

Signature Danielle Patterson

Must be same signature that appears on the bid response forms

ATTACHMENT D
Comprehensive Price List

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

Use this layout example, or another format, to submit bid pricing for all installation, sitework, site prep, demo, and any other necessary line items and options for Playground Equipment, Surfacing & Site Amenities. If costs are not documented in the pricing pages, they must be justified by an approved costing method. **All pricing must include the 2% service fee.**

Company Name: ___Allplay Systems_____

Category	Description	Unit of Measure	KCDA Bid price
Examples:			
Installation			
	please see submitted contractor pricing		
Demo			
Sitework			
Site Prep			
Misc. Items			
Performanc Bond	Our bonds are 3% for payment and performance.	per email from Danielle dtd 3/24/25	

***All Public Works must be prevailing wage rates.**

Allplay Systems - KCDA INSTALLATION RATES 2026

ALL PRICES BASED ON NORMAL SOIL CONDITIONS AND GOOD ACCESS FOR 6' WIDE 8,000# SKID STEER AND PARKING WITHIN 50' UNLESS OTHERWISE SPECIFIED
INSTALLATION PRICES BASED ON CONSECUTIVE DAYS ON SITE UNLESS QUOTED OTHERWISE (RE-MOBE FEES MAY APPLY FOR EACH SEPARATE RETURN)
ALL PRICES ARE FOR INSTALLATION ONLY UNLESS SPECIFIED OTHERWISE
PRICES ARE FOR DIGGING THROUGH DIRT SUB-GRADE
DIGGING THROUGH DRAIN ROCK, ROCK BASE, CONCRETE, ASPHALT, WOODCHIPS, DRAIN SYSTEMS, OR ANY OTHER DEBRIS IS NOT INCLUDED IN PRICES UNLESS OTHERWISE SPECIFIED
PRICES ARE FOR LOCAL INSTALLATION ONLY. OUT OF TOWN AND OUT OF AREA UPCHARGES MAY APPLY FOR ALL JOBS OVER 50 MILES FROM CARBONADO, WA
REFER TO OUT OF TOWN AND OUT OF AREA SHEET.
PRICES DO NOT INCLUDE ANY OTHER PAPERWORK OR REQUIREMENTS OTHER THAN WASHINGTON STATE PREVAILING WAGE AND CERTIFIED PAYROLL UNLESS OTHERWISE SPECIFIED.
PRICES DO NOT INCLUDE PERMITS AND FOOTNG INSPECTIONS UNLESS OTHERWISE SPECIFIED.
ALL EQUIPMENT MUST BE ABLE TO BE DELIVERED TO THE SITE ON THE DAY THE INSTALLATION STARTS AND IS THE RESPONSIBILITY OF THE CUSTOMER AFTER DELIVERED TO SITE. STORAGE CONTAINERS CAN BE SUPPLIED FOR ADDITIONAL CHARGES.
EQUIPMENT STAGED ON SITE MUST BE WITHIN 50' OF THE AREA TO BE INSTALLED.

MODULAR PLAY STRUCTURES:

DELUXE INSTALLATION 5" POSTS 44% OF LIST PRICE
DELUXE INSTALLATION 3.5" POSTS 44% OF LIST PRICE
DELUXE INSTALL INCLUDES THE FOLLOWING:
DISPOSAL OF PACKAGING
HAUL AWAY DIRT
RECEIVE SHIPMENT AT R&R SHOP OR MEET TRUCK AND OFFLOAD AT SITE
PREVAILING WAGE/CERTIFIED PAYROLL
PRIVATE AND PUBLIC UTILITY LOCATE*
PRE-INSTALLATION INSPECTION LOCAL ONLY
*PRIVATE LOCATE FEE OF $500 FOR POs UNDER $12,000.00

FREE STANDING EQUIPMENT:

BERLINER 44% OF LIST PRICE
SPIN MAX $ 1,430.00
SPACE NETS 44% OF LIST PRICE
FREESTANDING SLIDES 44% OF LIST PRICE
HILLSIDE SLIDES 67% OF LIST PRICE
MISC. CLIMBERS $ 220.00 PER HOLE
DOME CLIMBERS (LARGE) $ 2,200.00
(SMALL) $ 1,140.00

SWING SET ONE BAY $ 2,200.00
ADDITIONAL BAYS $ 1,120.00
SPRING TOYS (WITH J-BOLTS) $ 565.00 PER SPRING
SPRING TOYS (DIRECT BURY) $ 390.00 PER SPRING
BACKHOE DIGGER $ 390.00

SITE FURNISHINGS AND SPORTS EQUIPMENT:
BENCH $ 225.00 PER HOLE
BENCH (PORTABLE) $ 205.00
SINGLE PEDESTAL PICNIC TABLE $ 570.00 PICNIC TABLE (PORTABLE) $ 250.00
BBQ GRILL $ 250.00 PER HOLE
BIKE RACK $ 250.00 PER HOLE
BIKE RACK (PORTABLE) $ 190.00
TRASH RECEPTACLE $ 250.00
SURFACE MOUNT ITEMS: SAME AS ABOVE
TETHERBALL POLE (THROUGH DIRT) $ 290.00
FUNNEL BALL (THROUGH DIRT) $ 455.00
BASKETBALL SET (SINGLE POST) 4’ EXTENSION $ 2,200.00
6’ EXTENSION $ 2,600.00
(DOUBLE POST) $ 2,600.00
ADJUSTABLE $ 3,300.00
SOCCER GOALS (PERMANENT) $ 1,800.00 EA.
(PORTABLE) $ 1,200.00 EA.
VOLLEYBALL POLES $ 560.00 EA.
BLEACHERS CALL FOR QUOTE

EXTRA DIGGING CHARGES:
DIG BY HAND $ 90.00 PER HOLE
DIG WITH DINGO $ 60.00 PER HOLE
THROUGH: WOOD CHIPS $ 90.00 PER HOLE
ROCK BASE, PEA GRAVEL, OR SAND $120.00 PER HOLE
ASPHALT ($120.00 MINIMUM) $120.00 PER HOLE
RUBBER TILE $120.00 PER HOLE
CONCRETE CALL FOR QUOTE
TALK TUBES THROUGH ASPHALT
OR CONCRETE UP TO 4” THICK $800 PLUS $ 40.00 PER FOOT
TALK TUBES THROUGH WOODCHIPS $425 PLUS $ 30.00 PER FOOT

BORDER AND SURFACING:
RECYCLED PLASTIC BORDER $ 12.00 PER FOOT
PLASTIC BORDER RAMP $ 120.00
SPIKES THROUGH ASPHALT $ 18.00 EACH
SPIKES THROUGH CONCRETE $ 35.00 EACH
PRESSURE TREATED BORDER: **SINGLE LAYER**
SUPPLY AND INSTALL 6 X 6 $ 30 PER FOOT
SPREAD WOOD CHIPS (WITHOUT FABRIC) $ 880.00 PLUS $ 35.00 PER YARD
SUPPLY AND SPREAD FABRIC $ 1.15 PER SQ FT
TOP OFF WOOD CHIPS 3" TO 6" $1.98 PER SQ FT PLUS $ 40.00 PER YARD
SPREAD/COMPACT EWF IN TWO LIFT MIN. $1.98 PER SQ FT PLUS $ 80.00 PER YARD
SPREAD DRAIN ROCK/GRAVEL $ 950.00 PLUS $ 49.00 PER YARD
*** EXTRA CHARGES IF NOT DELIVERED TO SITE ***
*** WOOD CHIPS (.45 X YARDS X FEET AWAY FROM SITE)
*** GRAVEL (.55 X YARDS X FEET AWAY FROM SITE)
WEAR MATS ($155.00 MINIMUM) $ 23.00 SQ FT + $ 28.00 PER GROUND ANCHOR

TILES DELUXE INSTALLATION
(INCLUDES OFFLOADING ON SITE, DISPOSAL OF PACKAGING, PERIMETER CUTTING, AND SIMPLE PATTERNS)
NON-INTERLOCKING TILES OVER CONCRETE OR ASPHALT $ 8.25 PER SQ FT
OVER CRUSHED ROCK $ 12.85 PER SQ FT
INTERLOCKING TILES OVER CONCRETE OR ASPHALT $ 9.90 PER SQ FT
OVER CRUSHED ROCK $ 15.00 PER SQ FT

ADDITIONAL CHARGES
PREVAILING WAGE FEE (FOR INSTALLS UNDER $12,000) $ 230.00
ON BASE JOBS INSTALL X 1.30
DAVIS BACON WAGES INSTALL X 1.30
LCP TRACKER INSTALL X 1.10
UNION JOBS INSTALL X 1.20
FOOTING INSPECTIONS INSTALL X 1.20
OUT OF TOWN CHARGE (SEE CHART) INSTALL X 1.30
OUT OF TOWN JOBS FOR ORDERS UNDER $12,000.00 CALL FOR QUOTE
OUT OF AREA (SEE CHART) INSTALL X 1.10
OVER VAULT INSTALL X 1.30

(COVERS ALL SITUATIONS AS LONG AS WE CAN DRIVE EQUIPMENT UP TO 10,000# OVER VAULT AND HAVE MINIMUM 6” OF FOOTING DEPTH)
REPAIR AND SERVICE HOURLY RATE ($880 MINIMUM) $155.00/MAN HOUR ROUND TRIP
MINIMUM LOCAL INSTALLATION INCLUDING LOCATES $ 2,600.00
MINIMUM OUT OF AREA INSTALLATION INCLUDING LOCATES $ 3,300.00
MINIMUM OUT OF TOWN INSTALLATION INCLUDING LOCATES $ 5,500.00
REMOBILIZATION OF EQUIPMENT $ 1,100.00
6’ TEMP FENCE (CHAIN LINK) $600.00 MINIMUM $ 5.50 /FOOT

ATTACHMENT E
Deviations

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

INSTRUCTIONS:

1. If "NO" is checked below, complete this form by signing it at the bottom.
2. If "YES" is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
3. Scan this form plus any attachments into a single PDF document.
4. Title the file "Attachment F - Deviations".
5. Exceptions to local, state or federal laws cannot be accepted under this bid.

☒ **NO, this bidder does not have deviations (exceptions or alternates) to any terms, conditions and/or specifications listed in the bid documents.**

☐ **YES, this bidder has the following deviations to the terms, conditions and/or specifications listed in the bid documents.**

Section/Item	Specification (describe)	Details of Deviation

Signature _____

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (January 28, 2026), 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.

Allplay Systems
Bidder's Business Name

Danielle Patterson
Signature of Authorized Official*

Danielle Patterson
Printed Name

managing partner
Title

3/4/2026 Sequim WA
Date City State

Check One:
Sole Proprietorship ☐ General Partnership ☐ LLC ☒ 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 253-395-5402 • www.kcda.org

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, KCDA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in KCDA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as KCDA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Termination for Cause of Convenience

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Respondent will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national

origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

Davis Bacon Act and Copeland "Anti-Kickback" Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of $2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub agreements. In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at https://sam.gov/content/wage-determinations. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination. As this Project is also subject to Washington Prevailing Wage requirements, Respondent and its Subcontractors of all tiers must pay the higher of the two wages (Prevailing and Davis-Bacon) when they are not the same.

Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in the surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549. Respondent will comply, and shall assist the Client and KCDA in complying, with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement) in 2 CFR part180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. See 2 CFR 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Profit as a Separate Element of Price

For purchases using federal funds in excess of $250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.324(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with KCDA.

General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	yes	dcp
2. Termination for Cause of Convenience	yes	dcp
3. Equal Employment Opportunity	yes	dcp
4. Davis-Bacon Act	yes	dcp
5. Contract Work Hours and Safety Standards Act	yes	dcp
6. Right to Inventions Made Under a Contract or Agreement	yes	dcp
7. Clean Air Act and Federal Water Pollution Control Act	yes	dcp
8. Debarment and Suspension	yes	dcp
9. Byrd Anti-Lobbying Amendment	yes	dcp
10. Procurement of Recovered Materials	yes	dcp
11. Profit as a Separate Element of Price	yes	dcp
12. General Compliance with Participating Agencies	yes	dcp

Allplay Systems
Name of Business

Danielle Patterson
Signature of Authorized Representative

Danielle Patterson
Printed Name

3/4/2026
Date

Allplay Systems, LLC
PO Box 1886
Sequim, WA 98382

Phone: 1.888.531.4881
Fax: 1.888.655.6412
www.allplaysystems.com

Allplay Systems Marketing Plan

Allplay Systems is very aggressive in spreading the word about the benefits of using the KCDA Playground Contract. Every year we attend dozens of Trade Shows, Conferences, Special Events and Lunch and Learns with various organizations. Our trade show shedule includes the Oregon and Washington Park and Recreation Conferences, the Oregon and Washington Athletic Directors' shows, the Oregon and Washington ASLA conferences, the CPSI Training courses, the Oregon Leauge of Cities, Oreogn and Washington Maintenace Seminars, the KCDA Vendor Showcase and others. At each of these events, we proudly display the KCDA Purchasing Co-Op signs and talk about the ability of the client to control the purchasing decision and fullfill their obligation to purchase from a public bid. We also educate the Landscape Architects during our lunch and learns of the power the KCDA Contract will give their clients in the design and purchasing phases of new park development. We also reinforce that narrative to our sales representtives in our weekly Zoom Team Meetings.

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

INVITATION FOR BIDS
Bid #26-315 Playground Equipment, Surfacing & Site Amenities

Bids Due: March 5, 2026 no later than 2:00 p.m., PST

King County Directors' Association (KCDA) is a purchasing cooperative owned by the school districts of Washington State 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 primarily located in Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately $190 million worth of products, equipment and services on behalf of the membership.

The KCDA Purchasing Cooperative requests bids from manufacturers and/or dealers who can offer Playground Equipment, Surfacing & Site Amenities to its member agencies.

Total estimated value of this contract is $20,000,000 to $25,000,000 annually.

Each response is to be filed in a separate envelope and marked with the appropriate IFB number, name, 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 name, Attn: Purchasing Department.

KCDA
Attn: Purchasing Department
Bid #26-315 Playground Equipment
18639 – 80th Ave S
Kent, WA 98032

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 at www.kcda.org. Click on Contracts & Bids / Vendor Bids. Materials can also be downloaded online via Public Purchase www.publicpurchase.com. If you have trouble opening the document, please contact the Contract Specialist named below.

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KING COUNTY DIRECTORS' ASSOCIATION
INVITATION FOR BIDS

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

INVITATION FOR BIDS INDEX

I. INTRODUCTION
- A. KCDA Membership
- B. Interpretation of Bid Documents
- C. Exceptions
- D. Contract Default
- E. Bidder Responsibility
- F. Bidder Financial Responsibility
- G. Minority and Women Owned Businesses

II. GENERAL PROVISIONS
- A. Bid Opening
- B. Modifications
- C. Quality Standards
- D. Rejection of Any or All Responses
- E. Binding Contract
- F. Estimated Quantities
- G. Contract Period
- H. Ordering Schedule
- I. Extended Contract Period
- J. Requested Samples
- K. Disposal of Samples
- L. Anti-Discrimination Clause
- M. Indemnification
- N. Patent Indemnification
- O. Safety Requirements
- P. Risk of Loss
- Q. Rejection
- R. Shipment Identification
- S. No Bid Response
- T. Bid Awards
- U. Termination
- V. Reciprocity
- W. Force Majeure

III. PREPARATION OF BID
- A. Submittal of Bid Document
- B. Signatures
- C. Questions/Addendums
- D. F.O.B. Shipments
- E. Product Identification
- F. Quantity per Unit of Measure
- G. Alternate Specifications
- H. Errors/Corrections
- I. Invoicing

J. Cash Discounts/Invoice Payment Terms
K. Washington State Sales Tax

IV. PRODUCT ACCEPTANCE
A. General Policy

V. BID PROTESTS
A. Who may protest
B. What can be protested
C. How to file a protest
D. When to protest
E. Where to file a protest
F. After a protest is filed

VI. PRODUCT TOXICITY REPORTS
A. Hazardous Chemical Communication

VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
ATTACHMENT B - Terms by Manufacturer
ATTACHMENT C - Special Provisions

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 $190 million worth of products, equipment and services on behalf of the membership.

All school districts and other public agencies who are or may become members of the KCDA Purchasing Cooperative may participate in the contract awarded as a result of this bid. 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 at 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 in public 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 80th 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 may 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, **if requested by KCDA**, for a bid response to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032 **when requested**. 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.

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, its successors, assigns, customers and the users of its products 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 and price as primary factors. 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.

W. FORCE MAJEURE
Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

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 their 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 end user 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 PAYMENT TERMS
KCDA payment terms are Net-30 days. Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages 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.

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 end user 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

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

B. 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.

C. 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.

D. 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 2 business days after the defect became apparent.

E. WHERE TO FILE A PROTEST
Protests must be sent to:
KCDA Purchasing Cooperative
PO Box 5550
Kent, WA 98064-5550

F. 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 the revised OSHA and Globally Harmonized System of Classification and Labelling of Chemicals (GHS), all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user must provide a Safety Data Sheet (SDS). Awarded vendors are to use the list of awarded items presented at time of contract signing and submit an SDS sheet for each item, referencing the KCDA item number, within 30 days of the contract start date, to kcdasds@kcda.org.

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.

VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
ATTACHMENT B - Terms by Manufacturer
ATTACHMENT C - Special Provisions

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

ATTACHMENT A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

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: _____

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

ATTACHMENT B
Terms by Manufacturer
Bid #26-315 Playground Equipment
Bid Due Date: March 5, 2026
No later than 2:00pm PST

Bidder Name:		Address:
Phone:	Fax:	City, State, Zip:

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 FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Example: ABC Company Inc	$1,000	1-2 Weeks	25%	2026 Retail Price List	Destination

Signature _____ Date _____ Bid Number 26-315 Name of Firm _____

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

ATTACHMENT C
Special Provisions

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

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, Surfacing & Site Amenities to its members.

Total approximate value of this contract is $20,000,000 to $25,000,000 annually. However KCDA does not guarantee any minimum or maximum value or number of orders.

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 upon between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's authorized dealer, approved to provide KCDA members with Playground Equipment, Surfacing & 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 a manufacturer or an authorized 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:

- Playground equipment – Complete playgrounds for all ages, stand-alone activities, swings, outdoor fitness systems, etc.
- Park amenities – Fountains, pathways, skate ramps, splash pads, dog parks, pool equipment, etc.
- Surfacing – Engineered wood fiber, tiles, matting, turf, poured-in-place, etc.
- Site amenities - Picnic tables, benches, trash receptacles, sanitizing stations, fencing, etc.
- Shelter/shade structures - Constructed with wood, metal, stone, fabric, etc.
- Installation, sitework, maintenance, demolition, disposal, replacement, repair, design, engineering, etc.
- **NOTE: Bleachers and Athletic Field Surfaces will not be awarded under this contract**.

All products provided must comply with current Americans with Disabilities Act (ADA) laws, Consumer Product Safety Commission (CPSC) guidelines, and current ASTM standards as certified by the International Play Equipment Manufacturers Association (IPEMA). Include any relevant certifications with your bid.

By conducting this solicitation, KCDA intends to offer its members a choice of Playground Equipment, Surfacing & 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

January 28, 2026 & February 4, 2026	Advertised as Bid #26-315 in DJC Seattle, Oregon
March 5, 2026	Bids due no later than 2:00 P.M. PST
April 13, 2026	Award Recommendation
April 21, 2026	Board Approval
May 1, 2026	Contract Start Date

C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington State per the drawings and 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. Price Lists may be provided in hard copy, but must be included in Excel or PDF on the flash drive.
Online submission of the bid through Public Purchase is NOT accepted.

- Submit sealed bids in a 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 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 (Attachment E). 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) under Contracts & Bids – Vendor Bids. 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 may be considered non-responsive.**

- All documents requiring signature shall be signed by a person having authority to sign on behalf of the bidder. Electronic signatures will be accepted.

D. BID FORMAT

1. Preparation of the Bid Response

a. The IFB 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.
   - **Cover Page**
   - **Terms & Conditions**
   - **Attachment A** Debarment Statement **(signature required)**
   - **Attachment B** Terms by Manufacturer **(signature required)**
   - **Attachment C** Special Provisions **(signature required)**
   - **Attachment D** Comprehensive Price List **(complete, or equivalent)**
   - **Attachment E** Deviations **(signature required)**
   - **Company Profile (signature required)**
   - **Certification of Compliance with Wage Payment Statutes (signature required)**
   - **EDGAR Certification Form (signature required)**

b. Bid forms requiring signatures shall be submitted by a 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 date and time.

g. The bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the KCDA member and a bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

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 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**
- Company Profile form
- Responses should include a brief introduction informing KCDA of the qualifications and experience of the bidder, along with a brief company history.
- Reference requirements: (3-5). Projects should be of similar size and complexity, preference given for government contracts.

Tab 2 **- Response Forms**
- Attachment A - Debarment Statement
- Attachment C - Special Provisions
- Attachment E - Deviations

- Certification of Compliance with Wage Payment Statutes
- EDGAR Certification Form

Tab 3 - **Pricing Pages**

- Attachment B - Terms by Manufacturer
- Attachment D – Comprehensive Price List
  A listing of products or services which are not listed in the Manufacturer Retail Price Lists which bidder can provide and may be considered as a value add for KCDA member agencies.
- Manufacturer Retail Price Lists (hard copies are optional, but must be included in Excel or PDF on the flash drive)

Tab 4 - **Product Line Brochures and Literature**

- May provide links instead of hard copies.

Tab 5 - **Marketing Plan**

- List trade shows and conferences attended. Show examples of flyers or describe how bidder will market the KCDA contract.

Tab 6 - **Authorized Dealer/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 Expo.
- 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 Products
   All Playground Equipment, Surfacing & Site Amenities provided under this contract must be new, not previously used, and are being actively marketed by the manufacturers’ authorized dealers.

   All branded playground equipment 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. Installation/Removal
   a. The installation and/or removal of contract items shall be performed in a professional manner. The members’ 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.
e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
f. Installment requirements, as applicable (electrical certifications, plumbing certifications, licenses, permits etc.).

3. Newly Installed Equipment or Related Product Problems
Member agency will evaluate the performance of newly installed Playground Equipment, Surfacing & 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 product with another of the same brand and model, at no additional cost (including delivery and installation) to the member agency.
    - Return of the product with cancellation of the order at no charge to the member agency.

4. 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. Maintenance, Repair and Service
    a. Maintenance, repair and service related to the operation of Playground Equipment, Surfacing & Site Amenities must be provided to member agency.
    b. Excessive Service and Downtime: Playground Equipment, Surfacing & Site Amenities including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all items will be operational at least 98% of normal business hours. Items that develop a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants, and a corrective action and resolution will be made in a manner that is best for the member agency.
    c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member agency.
    d. Awarded vendor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to member agency's acceptance of the contracted items.

6. Relocation/Transfer
    a. Member agencies shall be afforded the option to relocate/transfer contract items from one member location to another member location as deemed necessary with no change to agreement or maintenance plans. If self-moves are an option, the awarded vendor must be notified prior to

relocating or transferring. The member agency will be responsible for repairs required for damage that occurred during self-moves.

b. Alternately, member agencies may elect to have the awarded vendor relocate/transfer the items. The awarded vendor is responsible for repairs required following such relocation/transfer. Relocation/transfer of items must be coordinated with member agency contact personnel responsible for the contract.

7. Adding New Products and/or Services
   All Playground Equipment, Surfacing & Site 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 meet the requirements 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.

8. 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 for additional training, if applicable (Attachment D).

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 needs. 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.

1. **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 https://secure.lni.wa.gov/wagelookup/ or by contacting Labor and Industries at 360-902-5335. A printed 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)

Identification of Licensed Subcontractors: RCW 39.30.060 Bids on public works—Identification, substitution of licensed subcontractors.

(1) Every invitation to bid on a prime contract that is expected to cost $1,000,000 or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 or an institution of higher education as defined under RCW 28B.10.016 shall require each prime contract bidder to submit:

(a) At the published bid submittal time, the names of the licensed subcontractors and proof of license with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work, if it is licensed to perform the work for which it has named itself. Errors identified by the contracting agency in the proof of license information must be corrected by the bidder within 48 hours of submission; and

(b) Within 48 hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

(2) The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

(3) Substitution of a listed subcontractor in furtherance of bid shopping or bid peddling before or after the award of the prime contract is prohibited and the originally listed subcontractor is entitled to recover monetary damages from the prime contract bidder who executed a contract with the public entity and the substituted subcontractor but not from the public entity inviting the bid. It is the original subcontractor's burden to prove by a preponderance of the evidence that bid shopping or bid peddling occurred. Substitution of a listed subcontractor may be made by the prime contractor for the following reasons:

(a) Refusal of the listed subcontractor to sign a contract with the prime contractor;

(b) Bankruptcy or insolvency of the listed subcontractor;

(c) Inability of the listed subcontractor to perform the requirements of the proposed contract or the project;

(d) Inability of the listed subcontractor to obtain the necessary bonding, insurance, or other statutory requirements to perform the work detailed in the contract;

(e) Refusal or inability to provide a letter of bondability from a surety company; or

(f) The listed subcontractor is barred from participating in the project as a result of a court order or summary judgment.

(4) The requirement of this section to name the prime contract bidder's proposed subcontractors applies only to proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the prime contract bidder submitting the bid to the public entity.

(5) This section does not apply to design-build requests for proposals under RCW 39.10.330, to general contractor/construction manager requests for proposals under RCW 39.10.350, or to job order contract requests for proposals under RCW 39.10.420.

Apprentice Utilization Requirements (AURs): RCW 39.04.320 Apprenticeship training programs—Public works contracts—Adjustment of specific projects—Report and collection of agency data—Apprenticeship utilization advisory committee created.

(1)(a)(i) Except as provided in (b) through (d) of this subsection, from January 1, 2005, and thereafter, for all public works estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(ii) As of July 1, 2024, for all public works contracts awarded by a municipality estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2026, for all public works contracts awarded by a municipality estimated to cost $1,500,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2028, for all public works contracts awarded by a municipality estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(b) For contracts advertised for bid on or after July 1, 2020, for all public works by the department of transportation estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(c) For contracts advertised for bid on or after January 1, 2010, for all public works by a school district estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(d) For contracts advertised for bid on or after January 1, 2012, for all public works by a four-year institution of higher education estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(2) Awarding entities may adjust the requirements of this section for a specific project for the following reasons:

(a) The demonstrated lack of availability of apprentices in specific geographic areas;

(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation;

(c) Participating contractors have demonstrated a good faith effort to comply with the requirements of this section; or

(d) Other criteria the awarding entity deems appropriate, which are subject to review by the office of the governor or the municipality's legislative authority if the awarding entity is a municipality.

(3) The secretary of the department of transportation shall adjust the requirements of this section for a specific project for the following reasons:

(a) The demonstrated lack of availability of apprentices in specific geographic areas; or

(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation.

(4)(a) This section applies to public works contracts awarded by the state, to public works contracts awarded by school districts, to public works contracts awarded by state four-year institutions of higher education, and to public works contracts awarded by a municipality. However, this section does not apply to contracts awarded by state agencies headed by a separately elected public official or housing authorities as defined in RCW 35.82.020.

(b) Within existing resources, awarding agencies and municipalities are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency and municipality must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.
(c) In lieu of the monetary penalty and incentive requirements specified in (b) of this subsection, the Washington state department of transportation may use its three strike system for ensuring compliance including the allowance for a good faith effort.

(5)(a) The department of labor and industries must provide information and technical assistance to affected agencies and municipalities, and collect the following data from affected agencies and municipalities for each project covered by this section:
(i) The name of each apprentice and apprentice registration number;
(ii) The name of each project;
(iii) The dollar value of each project;
(iv) The date of the contractor's notice to proceed;
(v) The number of apprentices and labor hours worked by them, categorized by trade or craft;
(vi) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
(vii) The number, type, and rationale for the exceptions granted under subsection (2) of this section.
(b) The department of labor and industries and the municipal research and services center shall provide training, information, and ongoing technical assistance to municipalities in order to comply with apprenticeship utilization requirements. Training must include, but not be limited to, department of labor and industries reporting requirements, contract administration including sample contract language, and best practices on how a municipality's governing authority must adopt apprenticeship guidelines, including procedures, rules, and instructions to ensure compliance relating to a contractor that seeks a good faith waiver of apprenticeship utilization requirements.
(c) The department of labor and industries shall provide information and technical assistance with apprenticeship utilization reporting. The department of enterprise services shall make available sample contract language and provide contract administration advice pertaining to apprenticeship requirements.

(6) The secretary of transportation shall establish an apprenticeship utilization advisory committee, which must include statewide geographic representation and consist of equal numbers of representatives of contractors and labor. The committee must include at least one member representing contractor businesses with less than 35 employees. The advisory committee shall meet regularly with the secretary of transportation to discuss implementation of this section by the department of transportation, including development of the process to be used to adjust the requirements of this section for a specific project.

(7) At the request of the senate labor, commerce, research and development committee, the house of representatives commerce and labor committee, or their successor committees, and the governor, the department of enterprise services and the department of labor and industries shall compile and summarize the agency and municipality data and provide a joint report to both committees. The report must include recommendations on modifications or improvements to the apprentice utilization program and information on skill shortages in each trade or craft.

(8) All contracts subject to this section must include specifications that a contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of this section.

(9) This section establishes the minimum apprenticeship utilization requirements on public works contracts awarded by a municipality. Any standards or requirements relating to apprenticeship utilization established by any applicable local law or ordinance that are more favorable to apprentices than the minimum requirements

under this section are not affected by this section and those more favorable laws apply and may be enforced as provided by law.

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.

2. 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, Housing and Urban Development (HUD) Terms and Conditions**,** Davis-Bacon prevailing wage requirements apply to public works construction contracts of $2,000 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 https://sam.gov/content/wage-determinations. 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, to the member agency for their review and verification, 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 3729 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.

3. 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

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. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidders' 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 excise tax registration number, as required in Title 82 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance for the one-year period immediately preceding the date of the bid solicitation.
6. Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this requirement.
7. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.
   a. Before award of a public works contract, the bidder shall submit a signed statement in accordance with chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement above. (KCDA Certification of Compliance)
8. 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 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 the bid submittal deadline.

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. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidders' 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 excise tax registration number, as required in Title 82 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
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;
7. Have a plumbing contractor license, if required by Chapter 18.106 RCW.

4. Payment & Performance Bond

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, Employment Security

Department, 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.

5. 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.

6. Permits

Obtaining permits is the responsibility of the member. Awarded contractor may provide guidance and/or assistance in obtaining necessary permits. If contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

7. 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 approve the certificate of insurance and endorsements.

8. 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.

9. 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:

1. Contract Number
2. Bid item ID, bid quantity, unit, unit price and description as appropriate

3. 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.

10. 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:

1. 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 thirty-five 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.
2. 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.

11. Force Majeure

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

I. PRICING

The bidder shall submit pricing using Manufacturer Retail Price Lists, Attachment B, and Attachment D, or equivalent. **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, Surfacing & 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. Proposals received that provide both for a single manufacturer will be found non-responsive.

Alternative pricing methods shall be addressed in Attachment D. Clearly state how you will price custom, ancillary, or complementary items or services that are not listed in any other price list.

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 vendor's 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.

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 costs are to be priced by methods designated in Attachment D 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 Attachment D of the IFB 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, Surfacing & Site Amenities under the terms of this contract, will be responsible for payment of all taxes such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

J. AUTHORIZED DEALER/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 quoting of Playground Equipment, Surfacing & Site Amenities, however the awarded vendor shall be responsible for the actual

job performance of each and every authorized dealer/vendor partner. Purchase orders will only be sent to awarded vendors. Awarded vendors may subcontract installation, removal, maintenance, repair and/or service, but remain responsible for order processing and submittal of the 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 KCDA Contract Specialist 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 Contract Specialist 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 Contract Specialist 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 complete bid response received. Subsequently, multiple awards may be made.

Evaluation Criteria and Weight

Pricing	50
Presentation of full and complete product offering that can meet a variety of member agencies' requirements/timeline.	20
Proper submission of proposal	15
Related Experience	15
TOTAL POSSIBLE POINTS	**100**

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 as 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

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 "Membership". If the 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, but is eligible to become a member, the Contract Specialist will give the customer instructions regarding the membership process.

2. The awarded vendor will submit a signed and dated proposal or quote to the KCDA member in accordance with the pricing awarded under this contract. **All line items and charges must include the KCDA 2% service fee as a part of the price to the member agency. Do not list the 2% fee as a separate line item.** The awarded vendor must specifically state the KCDA contract #26-315 on the proposal to the KCDA member. The proposal should identify the member contact name, email 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 the vendor.

3. The KCDA member will draft and submit their purchase order, made out to KCDA, and a copy of the proposal to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA purchase order to the designated point of contact at the vendor. The Contract Specialist will request additional information, such as scope of work and item/part numbers, along with pricing for each line item, as needed. Failure to provide adequate evaluation information may result in a delay of approval by Contract Specialist.

4. A copy of the order will be kept on file at KCDA.

5. The awarded vendor must not commence delivery, services or installation using the KCDA contract without receiving a purchase order from KCDA.

6. Orders processed against this contract with customers who are not KCDA members or without emailed approval from KCDA are in violation of contract specifications. Awarded vendors not following proper procedures may be removed from consideration for future awards.

7. Invoicing: The awarded vendor will send invoices to KCDA. KCDA will contact the member to make sure the job is complete or that a progress payment is agreed to. KCDA will then invoice the member. Upon receipt of payment from the member, KCDA will pay the vendor less the 2% service fee, withholding retainage, as necessary.

8. KCDA reserves the right to revise the ordering process above at its discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with the awarded vendor.

M. CHANGE ORDERS

A change order refers to changes in the proposal/statement of work originally agreed to by the member, vendor, and KCDA, as referenced on the original authorized KCDA purchase order.

Whether initiated by the member or vendor, all parties must agree to the cost adjustments to the project.

1. Change Order Process: When KCDA receives a change order signed/approved by both the member and the vendor, KCDA will review the proposal against the awarded contract and revise the original KCDA PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.

2. Revised PO Process: The member may email a revised PO to KCDA, attaching a copy of the change order or the proposal for review. Once KCDA verifies quoted prices against the contract, KCDA will revise the original KCDA PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.

- It is imperative to clearly communicate, and document all change order requests or directives and approvals, whether verbal, written, or emailed.

- No changes will be made to a KCDA PO unless authorized representatives of the member and vendor have agreed to the costs via signed change order or revised PO.

- Vendor must submit appropriate justification per contract documents to KCDA.

- The approved change order or revised PO, along with supporting proposal/documentation must be reviewed by KCDA for pricing and scope approval in order to update the existing PO.

- KCDA's Purchase Order must match the vendor invoice.

N. 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.

Signature_____

Must be same signature that appears on the bid response forms

ATTACHMENT D
Comprehensive Price List

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

Use this layout example, or another format, to submit bid pricing for all installation, sitework, site prep, demo, and any other necessary line items and options for Playground Equipment, Surfacing & Site Amenities. If costs are not documented in the pricing pages, they must be justified by an approved costing method. **All pricing must include the 2% service fee.**

Company Name: _____

Category	Description	Unit of Measure	KCDA Bid price
Examples:			
Installation			
Demo			
Sitework			
Site Prep			
Misc. Items			
Performanc Bond			

***All Public Works must be prevailing wage rates.**

ATTACHMENT E
Deviations

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

INSTRUCTIONS:

1. If "NO" is checked below, complete this form by signing it at the bottom.
2. If "YES" is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
3. Scan this form plus any attachments into a single PDF document.
4. Title the file "Attachment E - Deviations".
5. Exceptions to local, state or federal laws cannot be accepted under this bid.

☐ **NO, this bidder does not have deviations (exceptions or alternates) to any terms, conditions and/or specifications listed in the bid documents.**

☐ **YES, this bidder has the following deviations to the terms, conditions and/or specifications listed in the bid documents.**

Section/Item	Specification (describe)	Details of Deviation

Signature _____

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

Company Profile

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

COMPANY CONTACT INFORMATION

Company Name: _____ Website: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Washington State Department of
Labor & Industries Contractor's License No. _____

State of WA UBI No. _____

State of WA Employment
Security Department No. _____

Washington State Excise Tax Registration No. _____

Federal Tax ID No. _____

SAM.gov – Unique Entity ID_____

BACKGROUND

Note: *Generally, in high level contracts, KCDA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. KCDA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a ☐ public company ☐ privately owned company.

In what year was this business started under its present name? _____

Under what other or former name(s) has your business operated?_____

_____

Is this business a corporation? ☐ No ☐ Yes. If yes, please complete the following:

Date of incorporation:_____ State of incorporation: _____

Name of President:_____

Name(s) of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

Is this business a partnership? ☐ No ☐ Yes. If yes, please complete the following:

Date of organization:_____ State founded:_____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? ☐ No ☐ Yes. If yes, please complete the following:

Date of organization:_____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. ☐ No ☐ Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.

_____

_____

COMPANY HEADQUARTER LOCATION

Company Address: _____

City: _____ State: _____ Zip: _____

Main Phone Number: _____ How long at this address? _____

COMPANY BRANCH LOCATIONS

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company's annual sales for 2023, 2024, 2025 in the United States by the various public segments:

	2023	2024	2025
K-12 (public & private), Educational Service Agencies	$	$	$

Higher Education Institutions	$	$	$
Counties, Cities, Townships, Villages	$	$	$
States	$	$	$
Other Public Sector & Non-profits	$	$	$
Private Sector	$	$	$
TOTAL	**$**	**$**	**$**

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the states of Washington, Oregon, Idaho, Montana and Alaska by completing the following: ***(To insert more rows, hit the tab key from the last field in the State column.)***

Number of Sales Reps	City	State

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the states of Washington, Oregon, Idaho, Montana and Alaska completing the following**:** ***(To insert more rows, hit the tab key from the last field in the State column.)***

Center Type	City	State

4. **In-house Resources:** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.

_____
_____
_____

5. **Sales Training:** Explain how your company will educate your sales staff on the KCDA contract including timing, methods, etc.

_____
_____
_____

ENVIRONMENTAL INITIATIVES

1. Describe how your products and/or services support environmental goals.

_____
_____
_____

2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

_____
_____
_____

COOPERATIVE CONTRACTS

1. Does your company currently have contracts with other cooperatives (local, regional, state, national)?
_____ YES _____ NO

If YES, identify which cooperatives and the respective expiration date(s).

_____

If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

_____

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

   _____
   _____
   _____

2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

   _____
   _____
   _____

DISCLOSURES

1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2023, 2024 and 2025). This letter should state the line of credit as a range (i.e., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
2. **Legal:** Does this business have actions currently filed against it? ☐ No ☐ Yes.

   IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information for your company's largest public agency customers. (Minimum of 3 required).

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Signature _____

Must be same signature that appears on the bid response forms

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (January 28, 2026), 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 ☐ General Partnership ☐ LLC ☐ 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.*

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, KCDA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in KCDA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as KCDA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Termination for Cause of Convenience

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Respondent will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national

origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

Davis Bacon Act and Copeland "Anti-Kickback" Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of $2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub agreements. In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at https://sam.gov/content/wage-determinations. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination. As this Project is also subject to Washington Prevailing Wage requirements, Respondent and its Subcontractors of all tiers must pay the higher of the two wages (Prevailing and Davis-Bacon) when they are not the same.

Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in the surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549. Respondent will comply, and shall assist the Client and KCDA in complying, with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement) in 2 CFR part180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. See 2 CFR 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Profit as a Separate Element of Price

For purchases using federal funds in excess of $250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.324(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with KCDA.

General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

_____
Name of Business

_____
Signature of Authorized Representative

_____
Printed Name

_____
Date

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • www.kcda.org

April 22, 2026

Allplay Systems
Attn: Danielle Patterson
PO Box 1886
Sequim, WA 98382
danielle@allplaysystems.com

BOARD OF DIRECTORS

Division 1
TIM CLARK
Kent
School District 415

Division 2
STEFANIE MCIRVIN
Renton
School District 403

Division 3
SARAH BENDER
Skykomish
School District 404

Division 4
VACANT

Division 5
CINDY ROGAN
Bellevue
School District 405

The KCDA Board of Directors, at their April 21, 2026 meeting, awarded the following to Allplay Systems based upon the response to the KCDA Bid #26-315 Playground Equipment, Surfacing & Site Amenities.

> Playcraft, Berliner, PW Athletic, Freenotes/Harmony Park, Frog Furnishings, Duncan and Grove, ICON Shelters, Kay Park, UltraSite, Zeager/Rocky Mt, Modern Shade, Paris Site Furnishings, EMC Tiles

KCDA also awards Allplay Systems the installation, site work, and services included in this solicitation. Catalog discounts have been awarded as provided in Attachment B. Freight charges will be FOB shipping point on all deliveries.

Please note the bid submitted by Allplay Systems, the award by the KCDA Board of Directors, and the signed award letter, forms a contract based upon the terms and conditions set forth in KCDA Bid #26-315 Playground Equipment, Surfacing & Site Amenities.

This contract is in effect starting May 1, 2026 through April 30, 2027 with options to renew for three one-year periods at the mutual discretion of KCDA and Allplay Systems.

Please acknowledge receipt of this contract by signing below and returning to:
Karri Wyman at kwyman@kcda.org.

Company Name	Allplay Systems
Signature	Danielle Patterson
Name (printed)	Danielle Patterson
Title	Managing Partner
Date	4/27/26
Phone	360-808-5925
Email	danielle@allplaysystems.com

King County Directors' Association
A Public Procurement Agency

"E"





Pioneer Park Play Structure 2026



TO: City Council

FROM: Paul Simmons, City Administrator, and Brad Medrud, Community Development Director

DATE: November 2, 2026

SUBJECT: Resolution No. R2026-019, Costco Development Agreement

---

1) Recommended Action:

Adopt Resolution No. R2026-019, Costco Development Agreement and authorize the Mayor to sign the development agreement with the Costco Wholesale Corporation.

The development agreement was discussed at the September 8, 2026, City Council Work Session.

---

2) Background:

The intent of the development agreement is to address the infrastructure improvements that will be required for the project and are part of the City's Comprehensive Plan. The infrastructure improvements would support the project and provide a public benefit.

---

3) Policy Support:

Goal LU-2: Ensure development occurs in an orderly, effective, and cost-efficient manner to best utilize available land and public services, conserve natural resources, protect and enhance critical areas and open space, address equity and climate change, and reduce sprawl.

---

4) Alternatives:

- ❑ None.

---

5) Fiscal Notes:

The development agreement will help keep jobs, services, and investment in Tumwater; provide necessary infrastructure improvements, especially for the Interstate 5 and Tumwater Boulevard interchange; and make opportunities available for additional future development that supports the goals of Tumwater's Comprehensive Plan.

---

6) Attachments:

A. Development Agreement
B. Staff Report
C. Presentation

"A"

RESOLUTION NO. R2026-019

A RESOLUTION of the City Council of the City of Tumwater, Washington, approving and authorizing the Mayor to execute a Development Agreement with Costco Wholesale Corporation.

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, city staff negotiated a development agreement ("Agreement") with Costco Wholesale Corporation, and a copy of that Agreement is attached hereto as Attachment A and incorporated herein by reference; and

WHEREAS, on November 2, 2026, the City Council held a public hearing, after public notice as required by law, on the Agreement with Costco Wholesale Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. **Approval and Authorization**. After reviewing the Agreement and considering all the testimony and information presented at the public hearing, the City Council finds that the Agreement is consistent with the criteria set forth in RCW 36.70B.170 and approves the Agreement attached as Attachment A hereto. The Mayor is authorized to execute the Agreement with Costco Wholesale Corporation and to take all further and necessary action required by the Agreement.

Section 2. **Ratification**. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. **Severability**. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon adoption and signature as provided by law. Provided, however, in order to claim the benefits of the Agreement and acquire the rights, privileges, and authorities hereby granted, Costco Wholesale Corporation must, within thirty (30) days of the effective date of this Resolution, file in the office of the City Clerk, its

written acceptance of the Agreement. The failure of Costco Wholesale Corporation to file such an acceptance shall be deemed a rejection by Costco Wholesale Corporation and this Resolution shall be null and void.

RESOLVED this ____ day of _____, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF A COSTCO WHOLESALE MEMBERSHIP FACILITY AND OUTPARCEL DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into this _____ day of _____, 2026 ("**Effective Date**"), by and between the City of Tumwater, a Washington municipal corporation ("**City**"), and Costco Wholesale Corporation, a Washington corporation ("**Costco**"). The City and Costco may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. The City is a non-charter code city incorporated under the laws of the State of Washington. The City has authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and thereby control the use and development of the Lands (as hereinafter defined) and specify zoning and land use regulatory controls within the jurisdictional limits of the City.

B. Pursuant to the State's Growth Management Act, Ch. 36.70A RCW ("**GMA**"), the City has authority, under RCW 36.70B.170 through 36.70B.210, to enter into a development agreement with a person having ownership or control of real property wherein the parties agree to development standards and other provisions that shall apply and govern and vest the development, use, and mitigation of the real property. This Agreement is also entered into under the City's general contracting authority and the City's State Environmental Policy Act, Ch. 43.21C RCW ("**SEPA**") mitigation agreement authority.

C. Costco has control of certain real property at the southwest corner of the Tumwater Boulevard/I-5 Interchange in Tumwater, Washington (as more particularly described in Section 1 below, the "**Lands**").

D. Costco desires to develop a portion of the Lands with a wholesale and retail general merchandise facility (which facility may feature a number of departments including, but not limited to, produce, meats, deli, bakery, frozen and cold foods, pantry and household items, electronics, home goods, apparel, health and beauty, jewelry, optical, pharmacy, hearing aid center, tires, and specialty kiosks), fuel facility, possible car wash, associated parking and other improvements, as more particularly described in Section 2.a below (collectively, the "**Costco Facility**"). Upon opening the Costco Facility on the Lands, Costco intends to cease operations from its current lands and facilities located on Thurston County tax parcel number 12834430800 (such existing lands and facilities, the "**Existing Costco Location**").

E. Costco desires to retain the balance of the Costco Lands not developed for the Costco Facility for future retail and/or other development in multiple phases (as more particularly described in Section 2.b below, the "**Retained Development**").

F. The initial phase of the Retained Development, as more particularly described in Section 2.b.i below ("**RD Phase 1**"), will be considered under this Agreement. The balance of the Retained Development, as more particularly described in Section 2.b.ii below ("**RD Phase 2**"), will be developed in the future, and such future development will be considered independently from this Agreement.

G. For purposes of this Agreement, the "**Project**" shall refer to the overall development of the Costco Lands for the Costco Facility and RD Phase 1, as more particularly described in Section 2 below.

H. Both the City and Costco find it desirable to enter into this Agreement to plan for the orderly development of the Project and the necessary environmental mitigation and public transportation infrastructure to support the Project.

I. The City's Comprehensive Plan includes the planned extension of a minor arterial roadway, Tyee Drive. Costco is willing to:

(1) Extend Tyee Drive from Tumwater Boulevard through a portion of the Lands terminating in a roundabout (as more particularly described in Section 6.a.i below, the "**Tyee Improvement**");

(2) Dedicate the right-of-way to extend Tyee Drive from the terminus of the Tyee Improvement across the remainder of the Lands so that the City or a future developer with respect to a portion of the Retained Development may, in the future, extend Tyee Drive to intersect with Prine Drive SW (the "**Tyee Drive Extension**"); and

(3) Contribute toward the cost of the construction of a roundabout at the intersection of the Tyee Improvement and other road improvements along Tumwater Boulevard (as more particularly described in Section 6.a.ii below, the "**Tumwater Improvement**"), which contribution will be in the form of cash and, if necessary, the dedication of right-of-way as more particularly described in Section 6.a.ii below.

J. The construction of the Tyee Improvement and Tumwater Improvement provide both a public benefit and necessary access to the Lands. Further, the future extension of Tyee Drive along the Tyee Drive Extension will provide additional public benefit by improving the City's overall transportation system and supporting the development of other real property.

K. The City's development standards require that, as a condition of development, real properties lying within the alignment of the future extension of Tyee Drive dedicate the necessary rights-of-way and construct Tyee Drive, which Costco is willing to do as a condition of developing the Costco Facility. The City desires to share in the cost of the

Tyee Improvement to account for the public benefit that it will provide in addition to mitigating the traffic impacts of the Project.

L. Development of the Costco Facility will also require the City to install a roundabout at the intersection of the northbound I-5 off-ramp and Tumwater Boulevard (**"Tumwater/I-5 RAB"**) to address an existing transportation system deficiency.

M. The City finds that Costco's presence in the community provides economic and community benefit to the City and its residents. Further, the City finds that the public benefits of entering into this Agreement include, but are not limited to, Costco's participation in construction of roads and other public infrastructure, increased local property and sales tax revenues, and the retention and creation of employment opportunities for residents of the City and nearby communities in Thurston County.

N. After a public hearing held on November 2, 2026, the City Council adopted Resolution No. R2026-019, based on the staff report, testimony, and other evidence provided. The City Council found that this Agreement supports the public health, safety, and welfare and the best interests of the citizens of Tumwater, and authorized the Mayor to execute this Agreement with Costco.

AGREEMENT

1. **Description of the Lands**. The Lands consist of approximately 55.02 total acres legally described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

2. **Project**. In exchange for the promises and consideration contained in this Agreement, Costco shall have the right to construct the Project on the Lands. A conceptual site plan of the Lands, depicting the Project and identifying the Retained Development, is attached as **Exhibit C** (the **"Site Plan"**). The Project includes the following general attributes:

   a. Costco Facility. The Costco Facility will be situated on two (2) parcels containing approximately 26.46 total acres of the Lands. The Costco Facility is, as of the Effective Date, comprised of the following:

      i. *Building Size*. At least 165,000 total square feet.

      ii. *Parking*. Approximately 1,000 parking stalls.

      iii. *Tree Protection Easement*. Approximately **2.56** acres for the benefit of the entire Project and RD Phase 2, as identified on the Site Plan (the **"Tree Protection Easement"**).

      iv. *Fuel Facility*. The Costco Facility may, in Costco's sole discretion, include a vehicle fueling facility initially containing four islands with five dispensers per island, resulting in a total of 20 dispensers and 40 fueling

positions, subject to potential expansion for a fifth island as shown on the Site Plan.

v. *Car Wash.* The Costco Facility may, in Costco's sole discretion, include a single 125-foot tunnel car wash.

b. Retained Development. The Retained Development will proceed in two (2) phases across 22.98 total acres of the Lands:

i. *Phase 1.* RD Phase 1 will consist of several parcels containing approximately 8.48 total acres of the Lands, as identified on the Site Plan.

ii. *Phase 2.* RD Phase 2 of the Retained Development will be initially reserved in a single parcel containing the remaining 14.50 acres of the Lands, as identified on the Site Plan, and may be further subdivided in the future to accommodate the proposed development thereof. Except as specifically set forth in Section 13.a below with respect to the satisfaction of tree mitigation requirements applicable to the development of the entirety of the Lands, RD Phase 2 is not a part of this Agreement and any future permitting and development review will occur independently of this Agreement.

c. Tyee Drive Right-of-Way. The remaining 5.58 acres of the Lands consists of right-of-way for the Tyee Improvement and the Tyee Drive Extension, as identified on the Site Plan (the "**Tyee Drive ROW**").

3. **Target Date for Completion.** The target outside date for completion of the Costco Facility is August 31, 2028.

4. **Costco Contributions.** As consideration for this Agreement, Costco has agreed to the following contributions:

a. Dedication of the Tyee Drive ROW for the Tyee Improvement and the Tyee Drive Extension, valued at **$1,704,962.00** (i.e., $7.00 per square foot for approximately **243,566** square feet);

b. Construction of the Tyee Improvement, valued (inclusive of soft costs) at approximately **$7,790,692.00**;

c. Payment of a preliminary estimated amount of **$2,930,939.05** toward the construction of the Tumwater Improvement, which sum represents **sixty-five percent (65%)** of the preliminary estimated total hard and soft costs to complete the Tumwater Improvement (provided, however, that the total final payment obligation shall be based on 65% of the actual hard and soft costs to complete the Tumwater Improvement);

d. Dedication of right-of-way for the Tumwater Improvement, valued at $**170,905.00** (i.e., $7.00 per square foot for approximately **24,415** square feet);

e. Extension and oversizing utilities (including, but not limited to, potable water and sanitary sewer lines) (collectively, the "**Utility** Improvements"), valued (inclusive of soft costs) at approximately $**1,414,858.00**; and

f. Payment of approximately $**2,797,184.00** for the Costco Facility's share of the Tumwater/I-5 RAB improvements ("**Interchange Fee**"). For clarity, the Interchange Fee is applicable to the Costco Facility only, and any similar fee for any development occurring within the Retained Development will be determined based on that applicable development's share of the Tumwater/I-5 RAB improvements if and when permits are obtained for such development.

5. **Infrastructure Improvements.** The construction of the Costco Facility and RD Phase 1 is dependent on the completion of the Tyee Improvement, the Tumwater Improvement and the Utility Improvements (collectively, the "**Costco Infrastructure Improvements**"), and the completion by the City of the Tumwater/I-5 RAB (together with the Costco Infrastructure Improvements, the "**Infrastructure Improvements**"). The shared responsibility for financing and constructing the Infrastructure Improvements is described in Sections 6 and 7 below.

6. **Costco Infrastructure Improvements.**

a. Scope.

i. *Tyee Improvement.* Costco shall design and construct the Tyee Improvement as generally depicted on **Exhibit D** attached hereto. The City acknowledges and agrees that the construction of the Tyee Drive Extension shall not be a requirement for development of the Costco Facility or RD Phase 1.

ii. *Tumwater Improvement.* The Tumwater Improvement is a required improvement for the Project. Costco shall design and construct, or cause the design and construction of, the Tumwater Improvement as generally depicted on **Exhibit E** attached hereto. In furtherance thereof, Costco shall have the right to enter (and has entered or will enter into) a private agreement with the fee owner(s) of certain real property north of the Lands that will share in the benefit of the Tumwater Improvements to allocate the Tumwater Improvement design and construction costs.

iii. *Utility Improvement.* Costco shall design and construct the Utility Improvements as generally depicted on **Exhibit F-1** attached hereto.

b. Development Standards. Costco shall construct, or have constructed, the Costco Infrastructure Improvements to the City's development standards. Development standards include, without limitation, all items of land development listed in RCW 36.70B.170(3)(a-j); the ordinances and regulations adopted by the Tumwater City Council in effect on the Effective Date, including those governing the permitted uses of land, the density and intensity of uses, and the design, improvement, construction standards; the provisions of this Development Agreement; the City's Comprehensive Plan; Official Zoning Map; development and design standards; Tumwater Municipal Code; SEPA; the City's concurrency ordinance; and other applicable City ordinances, codes, rules, or regulations (collectively, the "**Development Standards**"). Development Standards does not include non-land use regulations, which includes taxes and impact fees.

c. Conformance with Plans. The Costco Infrastructure Improvements shall be constructed in conformance with the plans for the Costco Infrastructure Improvements approved by the City in the issuance of the development permits necessary to perform the work.

d. Allocation of Construction Costs. Costco shall bear all costs for the planning, permitting, design, and construction of the Tyee Improvement and the Utility Improvements in conformance with the plans and specifications for such improvements that are approved as part of the Costco Facility approval. The City acknowledges that Costco will contribute toward the cost for planning, permitting, design, and construction of the Tumwater Improvement pursuant to the private agreement described in Section 6.a.ii above.

e. Prevailing Wages. Costco agrees to pay the prevailing rate of wage, as defined in RCW 39.12.010, for all work on the Tyee Improvement and the Utility Improvements.

f. City Reimbursements for the Certain Costco Infrastructure Improvements.

i. *Tyee Improvement.* The City shall reimburse Costco for the design and construction of the Tyee Improvement in an amount equal to the lesser of the following (the "**Tyee Reimbursement**"):

1. the sum of (x) the value of the Tyee Drive ROW (as stated in Section 4.a above), plus (y) the actual hard and soft costs of the construction of the Tyee Improvement (the estimate of which is set forth in Section 4.b above); and

2. $5,140,100.00.

The Tyee Reimbursement assumes that the portion of the Lands comprising the Costco Facility and RD Phase 1, less any area needed for roadways, storm facilities, and tree tracts, and other necessary utilities and infrastructure, will be primarily developed with sales tax generating general commercial uses as permitted by Tumwater Municipal Code ("**TMC**") 18.22.020-040, including the Costco Facility. The Tyee Reimbursement shall be paid to Costco in accordance with Section 6.g below.

ii. *Utility Improvements*. The City shall reimburse Costco for the design and construction of the Utility Improvements in an amount equal to the lesser of the following (the "**Utility Upsizing Reimbursement**"):

1. the difference between (x) the estimated cost of water and sewer mains within public rights-of-way required to serve development of the Lands alone, and (y) the actual hard and soft costs of the construction of the Utility Improvements, sized as prescribed in the City's Water System Plan and Comprehensive Sewer System Plan (the estimate of which is depicted in **Exhibit F-2** attached hereto); and

2. $300,000.00.

The Utility Upsizing Reimbursement shall be paid to Costco in accordance with Section 6.g below.

g. Cost Verification and City Reimbursement. Following the completion of the Tyee Improvement and the Utility Improvements and inspection and acceptance by the City, Costco shall submit a cost verification statement to the City in the form of **Exhibit G** attached hereto, together with an itemized listing of the quantities of materials used and the associated costs and evidence of payment (collectively, the "**Cost Verification Statement**"). The Cost Verification Statement shall be submitted to the City no later than the date that is ninety (90) days after the later of the following:

i. The date that the portion of the Costco Facility described in Sections 2.a.i and 2.a.ii above is open for full-time business operations with a full line of products and services (subject to Costco's membership and operations policies, and for hours of operation consistent with Costco's other facilities in the State of Washington); and

ii. The date a temporary or permanent certificate of occupancy (collectively, a "**Certificate of Occupancy**") is issued by the City, indicating that the portion of the Costco Facility described in Sections 2.a.i and 2.a.ii above complies with the applicable provisions of the building codes and laws of the City, including, if applicable, a temporary certificate of occupancy under which Costco is permitted to Open for Business.

The City shall reimburse Costco the amount of the Tyee Reimbursement and the Utility Upsizing Reimbursement within one hundred eighty (180) days of receipt of the complete Cost Verification Statement. For the avoidance of doubt, the development and opening of the fuel facility and/or car wash described in Sections 2.a.iv and 2.a.v, respectively, above shall not be (and shall not be deemed to be) a condition or requirement hereunder for purposes of determining whether the Costco Facility is complete and/or is open for business as described in Section 6.g.i above.

7. **City Infrastructure Improvements: Tumwater/I-5 RAB**. The City shall timely design and construct the Tumwater/I-5 RAB as generally depicted on **Exhibit H** attached hereto. The City shall bear all costs associated with the planning, permitting, design, and construction of the Tumwater/I-5 RAB (which costs will be offset, in part, by Costco's payment of the Interchange Fee) in accordance with all applicable laws. The City shall use its best efforts to complete and open the Tumwater/I-5 RAB prior to the target completion date for the Costco Facility set forth in Section 3 above. Notwithstanding the foregoing and anything herein to the contrary, the City acknowledges and agrees that the completion and opening of the Tumwater/I-5 RAB shall not be a condition to issuance of the Certificate of Occupancy and/or any other required permits or approvals for the Project within the City's authority to issue, nor shall such Certificate of Occupancy and/or other required permits or regulatory approvals within the City's authority to issue be delayed due to the City's failure to timely complete and open the Tumwater/I-5 RAB. Subject to the terms of Section 6.g hereof, the City further acknowledges and agrees that the Costco Facility and/or any other business within the Project may open prior to the completion and opening of the Tumwater/I-5 RAB (and, for the avoidance of doubt, the completion and opening of the Tumwater/I-5 RAB shall not be a condition to opening of the Costco Facility and/or any other business within the Project).

8. **Fees and Traffic Impact Fee Credit.**

a. Permit and Connection Fees. The Costco Facility shall be vested to the fees, including traffic impact fees, in the City's 2026 Fee Schedule (Resolution No. R2025-018) attached hereto as **Exhibit I** (the "**Fee Schedule**") through December 31, 2027. All development fees in the City's current Fee Schedule would apply to the Costco Facility; provided, however, for clarity, the City agrees that it will not impose on Costco any fees or charges not set forth on the Fee Schedule, and/or adjust any fees or charges set forth on the Fee Schedule, in each case with respect to the development of the Project during the term of this Agreement.

b. Traffic Impact Fee Credit.

i. The City acknowledges and agrees that any future user of the Existing Costco Location will likely generate fewer vehicle trips than Costco. The Parties agree the difference between Costco's trip generation from the Existing Costco Location and estimated future user's trip generation from the Existing Costco Location (the "**Trip Generation Credit**") may be credited to allow Costco to reduce the trip generation for the Costco Facility and RD Phase 1.

ii. The Trip Generation Credit shall be **$606,597.00**.

iii. For clarity, in accordance with the City's Development Standards, transportation impact fees assessed for future use of the Existing Costco Location will be based on net increase in infrastructure demand. Future use trip generation shall be determined in accordance with TMC and the transportation impact fee for the future use shall be reduced to account for the current legal use, which results in 802 gross vehicle trips to be retained at the Existing Costco Location for any future redevelopment or use.

9. **Stormwater Agreement**. The Parties will enter into an agreement in the form attached hereto as **Exhibit J** (the "**Stormwater Maintenance Agreement**") to provide for the Parties respective rights and obligations regarding the maintenance of the Project stormwater system.

10. **Future Performance of this Agreement and Opt-Out**. Costco shall retain the right, in its sole and absolute discretion, to opt out of this Agreement. In the event it elects not to construct the Costco Facility, Costco shall notify the City in writing of Costco's opt-out decision. If Costco elects to opt-out of this Agreement, the Parties shall be relieved of all obligations and responsibilities. Upon written request from the City, Costco will transfer to the City any engineering and design plans and reports that Costco may have prepared for the construction of the Infrastructure Improvements, such plans and reports to be

provided by Costco with no representation or warranty whatsoever and with no right to rely thereon.

11. **State Environmental Policy Act (Ch. 43.21C RCW) Compliance**. SEPA compliance for the Costco Facility and RD Phase 1 shall occur in accordance with the provisions of this Section 11.

a. MDNS. On October 9, 2026, the City issued a SEPA threshold determination (the "**Threshold Determination**") for the Costco Facility and RD Phase 1, a copy of which is attached as **Exhibit K**. The conditions therein are incorporated by reference to this Agreement and are material terms of this Agreement.

b. SEPA Compliance Included in this Agreement. Pursuant to RCW 36.70B.170(3)(c), this Agreement addresses the "mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW" that are applicable to the Costco Facility and RD Phase 1. Pursuant to RCW 43.21C.240(1-7), the City finds that the mitigation measures in this Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Costco Facility and RD Phase 1.

c. Limitations on Additional SEPA Review. The SEPA mitigation for the build out of the Costco Facility and RD Phase 1 has been incorporated into this Agreement. As such, the Designated Official may require further SEPA review and mitigation only to the extent that an implementing permit or regulatory approval, or requested modification meets the following conditions:

i. The City concludes that a requested permit or regulatory approval application is likely to cause probable, unmitigated, significant, adverse environmental impacts that have not been previously analyzed in existing SEPA environmental documents or other local, state, or federal regulations, as described in RCW 43.21C.240;

ii. The City concludes, pursuant to WAC 197-11-600(3)(B)(i) and (ii), that substantial changes have been made to the Costco Facility and/or RD Phase 1 that are likely to have significant, adverse impacts that have not been previously analyzed in the existing SEPA environmental documents or RCW 43.21C.240 review; or

iii. As otherwise required by WAC 197-11-070 and WAC 197-11-660.

12. **Transportation Mitigation, Impact Fees, and Concurrency**.

a. Development of the Costco Facility. Costco's payment of the Interchange Fee and the applicable impact fees set forth in the Fee Schedule, and Costco's completion of the contributions outlined in Section 4 above, fully mitigate all SEPA and development regulation-based traffic mitigation, traffic impact fee, and traffic concurrency requirements for construction of the Project.

b. Concurrency. Based on the traffic mitigation described herein, the City confirms that the Costco Project is concurrent for the term of this Agreement.

13. **Additional Mitigation for Costco Facility Impacts.**

a. Tree Mitigation. The City agrees that the Tree Protection Easement mitigates the TMC's tree protection area requirements for the Project and RD Phase 2. Future development of the Lands will also comply with the vested provisions of Ch. 16.08 TMC regarding the calculation of the number of required retained trees and the tree mitigation for any tree retention shortfall.

b. Parking Lot Lighting. The Parties agree the parking lot lighting height requirements as adopted by Ordinance No. **02026-016** shall apply to the Project.

c. Acknowledgement of Costco Facility Mitigation. The City agrees that the mitigation identified in the Threshold Determination fully mitigate the identified impacts for the Project. Unless the Project scope is materially increased above the parameters described in Section 2, or additional probable, significant adverse environmental impacts are documented in SEPA review under Section 11, no additional mitigation fees, impact fees, or mitigation shall be required for the Project.

d. Further Review and Discretionary Action. Pursuant to RCW 36.70B.180, a permit or approval issued by the city after the execution of the development agreement must be consistent with the development agreement. Therefore, any administrative or quasi-judicial review of a subsequent permit or regulatory approval issued to implement this Agreement and the development of the Project including, without limitation, those listed in TMC Table 14.12.010, ("**Enabling Permit**"), shall be consistent with the terms of this Agreement. The City shall retain its authority to review the enabling permits for the Project, and the Parties acknowledge that such review may result in the imposition of additional conditions or requirements to the extent required to avoid serious threat to the public health or safety.

14. **Project Design and Development Standards**. The final Project design shall be consistent with the Development Standards set forth in this Agreement. Where a category of standards is set forth in this Agreement, any conflicting standards in the City's generally applicable development standards shall not apply. Prior to building permit issuance, the Director of

Community Development shall review the Project design for consistency with this Agreement.

15. **Vested Rights and Term.** The Project is governed by this Agreement and is vested to the applicable provisions of the TMC and other land use regulations and controls in effect on the Effective Date.

a. Term of Agreement. Costco shall have the right to construct the Project in accordance with this Agreement and the Development Standards in effect on the Effective Date. Per RCW 36.70B.170(3)(i), the term of this Agreement is ten (10) years to commence on the Effective Date ("**Expiration Date**"), unless the Expiration Date is:

i. extended by mutual written agreement of the Parties; or

ii. terminated by (x) mutual written agreement of the Parties, or (y) Costco pursuant to Section 10 above.

Subject to Section 15.c below, upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of the Agreement shall no longer be vested with respect to the Lands affected by such termination (provided that the vesting of such entitlement, conditions, or fees may then be established for such Lands pursuant to the then-existing planning and zoning laws).

b. Staged Construction. Nothing is this Agreement shall be construed to limit or prohibit construction of the Project in separate stages; provided that, if construction of the Project is completed in separate stages, completion of the Costco Infrastructure Improvements must be completed, or bonded for, prior to issuance of a certificate of occupancy for the Costco Facility.

c. Processing of Complete Applications and Enabling Permits. Complete applications submitted during the term of this Agreement shall be governed by the City's Development Standards in effect on the Effective Date regardless of whether those applications remain under review following the Expiration Date or earlier termination of this Agreement. Subsequent Enabling Permits needed to complete construction of the development shown on a complete application submitted before the Expiration Date or earlier termination of this Agreement shall be reviewed under the terms of this Agreement. For example, subsequent site development or building permits needed to complete development depicted on a complete application for a permit or approval submitted prior to the expiration of this Agreement, including, without limitation, those listed in TMC Table 14.12.010, shall be reviewed to effectuate the proposed development on the timely submitted application for an Enabling Permit. For purposes of this Section 15.c, "**complete**

construction" means that the City has issued a Certificate of Occupancy for the building or other development depicted on a timely submitted complete application for an Enabling Permit.

d. Stay of Expiration Date During Administrative and Judicial Appeals. The term and Expiration Date of this Agreement shall be stayed and extended for the time period required to resolve any administrative or judicial appeal of the permits or regulatory approvals required to construct the Project. The calculation of time for the stay of Expiration Date shall be the time from the date an appeal is filed until the date that a final, unappealable decision is reached that conclusively resolves the appeal ("**Appeal Period**"). The term of the Agreement shall be extended automatically by the calculated Appeal Period.

16. **Limitation on Imposition of New or Modified Land Use Regulations**. In accordance with RCW 36.70B.180, during the term of this Agreement, the City shall not modify or impose new or additional Development Standards on the Project except as set forth in this Agreement. To the extent this Agreement does not establish development standards, processes, procedures, then the Project shall be governed by the City's generally applicable development standards in effect on the Effective Date, except as follows:

a. Stormwater Detention and Treatment.

i. The stormwater standards applicable to the Project are set forth in Ch. 13.12 TMC and the City's Drainage Design and Erosion Control Manual (the "**DDECM**"). Except as state law or the City's NPDES permits may require, the Project is vested to these Stormwater Standards for the Initial Period. After the Initial Period, any remaining components of the Project that have not submitted a complete application for an Enabling Permit shall be subject to the DDECM and stormwater standards in effect at the expiration of the Initial Period.

ii. The Site Plan depicts certain stormwater facilities. The City agrees that the final drainage design for the Project may include other types of stormwater facilities allowed under Ch. 13.12 TMC and the DDECM.

b. Serious Threat to Public Health or Safety. Pursuant to RCW 36.70B.170(4), the City Council may modify one or more of the City's Development Standards during the term of this Agreement to the extent required by a serious threat to the public health or safety.

c. Updated International Codes Apply. A Project building permit application shall be subject to the International Building Code, International Fire Code, and other construction codes in effect in the State of Washington, and as adopted by the City,

on the date of filing a complete building permit application for a component of the Project.

d. Permitting Fees. Except as offset or waived by this Agreement, the land use permit fees for the Project are established and set forth in the Fee Schedule.

17. **Amendment**. This Agreement may be amended consistent with RCW 36.70B.200 and any major amendments (as determined by the City's Community Development Director based on consistency with this Agreement and the provisions of the TMC) require a public hearing before the City Council. The City's Community Development Director is authorized to execute and record documents interpreting or clarifying this Agreement or memorializing any amendments that are not determined to be major amendments.

a. **Agreement to Run with the Land**. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Costco's successors and assigns.

b. Subsequent Landowners. "**Subsequent Landowners**" means any party that has leased, purchased, or acquired any portion of the Project from Costco after the Effective Date. Subsequent Landowners shall be subject to the applicable provisions of this Agreement.

c. Releases. Costco, or any Subsequent Landowner, may be released from further obligations related to this Agreement for portions of the Project; provided that the buyer, assignee, or transferee expressly assumes the obligations of this Agreement.

18. **Definitions**. Words and phrases highlighted in bold herein shall have the meaning ascribed to them by this Agreement. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford's American Dictionary, Merriam-Webster's Dictionary (12th Ed.), or the American Heritage Collegiate Dictionary.

19. **Construction of Documents**. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement, the terms of the Exhibits, the City's Comprehensive Plan, or the City's Development Standards, the terms of this Agreement shall control.

20. **Recitals and Exhibits Incorporated by Reference**. All Recitals and Exhibits referenced in this Agreement are hereby incorporated by reference and shall be considered as material terms of this Agreement.

21. **Time is of the Essence and Materiality**. The Parties agree that time is of the essence in performing their respective obligations under this Agreement and that all provisions of this Agreement are material and have been relied upon by the Parties in making their respective decisions to enter into this Agreement.

22. **Express Duty of Good Faith and Fair Dealing**. This Agreement creates an express duty of good faith and fair dealing in the execution of the Agreement's terms to effectuate the timely completion of the Project.

23. **Integration**. This Agreement and its component elements, including, without limitation, the City's SEPA threshold determination, constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.

24. **Headings**. The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

25. **Obligation to Abide by Law**. The Parties acknowledge their respective obligations to abide by City, county, state, and federal laws and regulations which may be applicable to this Agreement. Nothing herein shall prevent the City from enforcing such laws where applicable or related to City funding requirements.

26. **Private Undertaking**. It is agreed among the Parties that the Project is a private development and the City has no interest therein except as authorized in the exercise of its governmental functions.

27. **Reservation of Police Power or Condemnation Authority**. By executing this Agreement, the City does not waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Project to the extent required by a serious threat to public health or safety, pursuant to RCW 36.70B.170(4).

28. **Recording**. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Thurston County Auditor at Costco's expense following final execution. Costco shall promptly provide the City with proof of such recording.

29. **Agreement's Consistency with RCW 82.02.020**. The mitigation payments and dedications established by this Agreement are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Project. Neither Costco, nor its successors or assignees, shall assert a claim against the City asserting that (a) the City lacked a legal basis for imposing these agreed-upon payments and dedications in this Agreement; (b) that these payments and dedications lacked sufficient nexus or proportionality with the identified impacts of the Project; or

(c) that the payments and dedications were greater than if these mitigation measures had been calculated using alternative rationales or formulae.

30. **Binding Effect; Assignability**. The Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees, and assigns. Other than Costco's obligation to construct the Costco Facility, and to construct and/or contribute toward, as applicable, the Costco Infrastructure Improvements, Costco's rights and obligations under this Agreement shall be freely assignable by Costco.

31. **Interpretation**. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. The Parties agree that this Agreement is authorized by law, and each Party waives any claim that the Agreement is invalid or illegal.

32. **Authority**. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement.

33. **Force Majeure Delays**. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. **"Force Majeure"** means extraordinary natural events or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the obligated party. Excepting Costco's ability to terminate this Agreement pursuant to Section 10 above, the City's or Costco's inability to fund or construct, or decision not to fund or construct, any of their obligations under this Agreement, shall not be an acceptable reason for delay.

34. **Notices**. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

Costco Wholesale Corporation
c/o George Kaai
999 Lake Drive
Issaquah, WA 98027

And to its Attorney:

Schwabe, Williamson & Wyatt, P.C.
c/o Patrick Mullaney
1420 5th Avenue
Suite 3400
Seattle, WA 98101

City of Tumwater
c/o City Administrator
555 Israel Rd SW
Tumwater, WA 98501

And to its Attorney:

City Attorney
555 Israel Rd SW
Tumwater, WA 98501

35. **Dispute Resolution**. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.

a. Appeals of Permit Decisions and Regulatory Approvals. Appeals of permit decisions or regulatory approvals related to the Project shall be governed by the applicable provisions of the Tumwater Municipal Code.

b. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's request for such a meeting ("**Settlement Meeting**"). The City shall send the Community Development Director, or other designated official with authority to resolve the dispute, and any other persons with relevant information relating to the dispute. Costco shall send a representative with authority to resolve the dispute and any other person with relevant information relating to the dispute.

c. Unresolved Disputes. In the event that the Parties are unable to resolve their dispute at the Settlement Meeting, either Party may provide the other Party with a "**Notice of Default**," which is a written document setting out the nature of the dispute and proposed resolution. The Party issuing the Notice of Default is referred to herein as the "**Non-Defaulting Party**" and the Party receiving the Notice of Default is referred to as the "**Defaulting Party**." The Defaulting Party shall have ten (10) business days to respond to the Notice of Default. If the Defaulting Party fails to respond, or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party may commence an action in Superior Court to enforce this

Agreement. The Parties may, in their joint discretion, mutually agree to extend the ten (10) day period for cure. If an extension agreement is reached, the Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period has expired, and the default remains materially uncured.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in Thurston County Superior Court.

e. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of this Agreement by any Party in default hereof.

f. Attorneys' Fees. In any administrative or judicial action to enforce or determine a Party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including, without limitation, the fees and costs incurred in the appeal of any ruling of a lower court.

36. **No Third Party Beneficiary**. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

37. **Severability**. This Agreement does not violate any federal or state statute, rule, regulation, or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

38. **Cooperation in Execution of Documents**. The Parties agree to properly and promptly execute and deliver any additional documents that may be necessary to render this Agreement practically effective. This Section 38 shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.

39. **Exhibits**. This Agreement includes the following exhibits which are incorporated by reference herein:

Exhibit A	Legal Description of the Lands
Exhibit B	Depiction of the Lands
Exhibit C	Site Plan
Exhibit D	Tyee Improvement
Exhibit E	Tumwater Improvement
Exhibit F-1	Utility Improvement
Exhibit F-2	Cost Estimate for Utility Improvement

Exhibit G	Form of Cost Verification Statement
Exhibit H	Tumwater/I-5 RAB
Exhibit I	Fee Schedule
Exhibit J	Form of Stormwater Maintenance Agreement
Exhibit K	Copy of SEPA Determination

40. **Compliance with Other Regulatory Agency Requirements**. The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Project which are separate from, and additional to, those contained in this Agreement. Other public agencies with jurisdiction over the Project may include, without limitation, U.S. Fish and Wildlife Service, the Washington State Department of Ecology, the Washington State Department of Transportation, the Washington State Department of Fish and Wildlife, and the Washington State Department of Labor and Industries.

41. **Full Understanding**. The Parties each acknowledge, represent, and agree that they have read this Agreement; that they fully understand the terms thereof, that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

42. **Counterparts**. This Agreement may be executed in counterparts, with said counterparts constituting a fully executed Agreement.

43. **Final and Complete Agreement**. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the Project. This Agreement may not be modified, interpreted, amended, waived, or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Agreement and the exhibits hereto.

[*Signatures Follow*]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

CITY OF TUMWATER

By: _____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss:
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **LEATTA DAHLHOFF** is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the **MAYOR** of the **CITY OF TUMWATER**, the party that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: _____, 2026.

Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Appointment Expires: _____

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

COSTCO WHOLESALE CORPORATION

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

_____
George Kaai, Attorney for Costco

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of **COSTCO WHOLESALE CORPORATION**, the party that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: _____, 2026.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Appointment Expires: _____

Exhibit A
Legal Description of the Lands

See attached.

EXHIBIT A

The Land referred to herein below is situated in the County of Thurston, State of Washington, and is described as follows:

PARCEL I:

LOT 1 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

PARCEL II:

TRACT A:

LOT 2 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 1°57'20" EAST, ALONG THE WEST LINE OF SAID SECTION 10, 282.00 FEET;
THENCE NORTH 88°02'20" WEST 1268.56 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°57'40" WEST 298.34 FEET;
THENCE NORTH 88°02'20" WEST 128.42 FEET;
THENCE NORTH 33°32'47" WEST 175.00 FEET TO THE SOUTHERLY LINE OF A 30 FOOT ROAD AS SHOWN ON THE FACE OF THE UNRECORDED PLAT OF ELLIS LAND COMPANY;
THENCE NORTH 44°54'01" EAST, ALONG SAID SOUTHERLY LINE, 212.94 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88° 02' 20" EAST 85.00 FEET TO THE TRUE POINT OF BEGINNING.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACTS A AND B, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL III:

TRACT A:

LOTS 3 AND 4 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 429.1 FEET WEST OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 289 FEET; THENCE WEST 429.2 FEET;
THENCE SOUTH 1015 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO FRED SCOTT AND WIFE BY DEED DATED JULY 18, 1932 AND RECORDED IN VOLUME 142 OF DEEDS, PAGE 348;
THENCE EAST 429.2 FEET;
THENCE NORTH 726 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1, BY WARRANTY DEEDS RECORDED MAY 23, 1953 AS RECORDING NOS. 520231 AND APRIL 25, 1967 AS RECORDING NO. 759011.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL IV:

TRACT A:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40 IN TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM 332.1 FEET TO THE TRUE

POINT OF BEGINNING OP THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 104 FEET OF THE NORTH 208 FEET;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISON ROAD),BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128;

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO. 8504220088.

TRACT B:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID CORNELL CLAIM, 643.7 FEET WEST OF THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
RUNNING THENCE WEST ALONG SAID NORTH LINE OF CLAIM, 214.6 FEET, MORE OR LESS, TO A POINT 20 FEET NORTH OF THE NORTHEAST CORNER OF TRACT CONVEYED TO C.W. ROBISON AND WIFE BY DEED DATED FEBRUARY 17, 1945, AND RECORDED UNDER FILE NO 391948;
THENCE SOUTH AND ALONG THE EAST LINE OF SAID ROBISON TRACT 1,015 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TRACT CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED OCTOBER 6, 1937 AND RECORDED IN VOLUME 156 OF DEEDS, PAGE 152;
THENCE EAST ALONG THE NORTH LINE OF SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1,015.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W. (FORMERLY ROBISON ROAD) , BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425129;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO.

8504220088.

TRACT C:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 104 FEET OF THE NORTH 208 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM, 332.1 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISION ROAD) BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128.

TRACT D:

THE NORTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL V:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SECTION, TO THE NORTHWESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 1, MAYTOWN TUMWATER;
THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE, TO THE EAST LINE OF TRACT

CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED MARCH 20, 1950 AND RECORDED UNDER AUDITOR'S FILE NO. 464829;
THENCE NORTHERLY, ALONG SAID EAST LINE, TO A POINT THAT IS 1,015.25 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SECTION 9;
THENCE WESTERLY ALONG SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1015.25 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION THAT IS 643.7 FEET WESTERLY OF ITS NORTHEAST CORNER;
THENCE EASTERLY, ALONG SAID NORTH LINE, 643.7 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTH 30 FEET FOR COUNTY ROAD KNOWN AS ROBISON ROAD;

ALSO EXCEPTING THEREFROM THAT PORTION CONDEMNED BY THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DECREE ENTERED MARCH 24, 1986 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 85-2-00660-4.

PARCEL VI:

THAT PART OF THE NORTHEAST QUARTER AND JOHN CORNELL DONATION LAND CLAIM NO. 40, IN SECTION 9, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF A 30 FOOT WIDE STRIP OF LAND RESERVED FOR ROAD PURPOSES BY ELLIS LAND COMOPANY ABUTTING THE NORTHWESTERLY AND NORTH LINES OF THAT PROPERTY CONVEYED TO FRED SCOTT AND MARTHA SCOTT, HUSBAND AND WIFE, BY DEED RECORDED DECEMBER 10, 1932 UNDER RECORDING NO. 247916;

EXCEPT THEREFROM THAT PORTION OF SAID STRIP SET FORTH IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

SAID 30 FOOT WIDE STRIP LYING NORTHWESTERLY AND NORTHERLY AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 OF THURSTON COUNTY SHORT PLAT NO. SS-2146, AS RECORDED JULY 10, 1986 UNDER THURSTON COUNTY AUDITOR'S RECORDING NO. 8607100126;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 AND ITS EXTENSION NORTH 44°52'02" EAST 419.50 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF SAID SHORT PLAT;
THENCE ALONG SAID WESTERLY EXTENSION SOUTH 88°35'49" EAST 59.71 FEET TO THE WEST END OF 30 FOOT WIDE STRIP DESCRIBED IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 02-2-00622-9 AND THE TERMINUS OF THIS LINE.

Exhibit B
Depiction of the Lands

See attached.

EXHIBIT B

DEPICTION OF LANDS

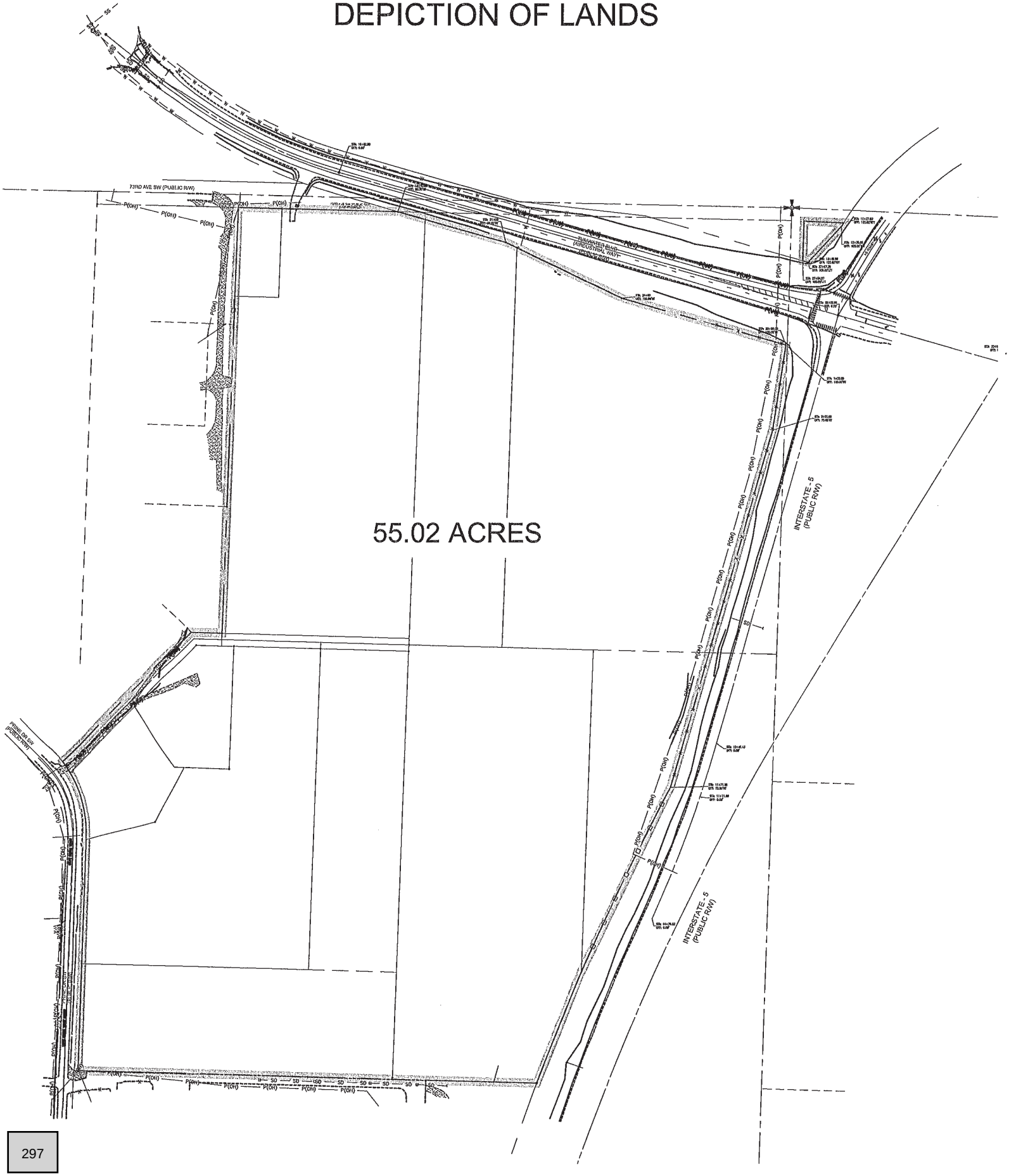


Exhibit C
Conceptual Site Plan for the Project

See attached.

EXHIBIT C

SITE PLAN

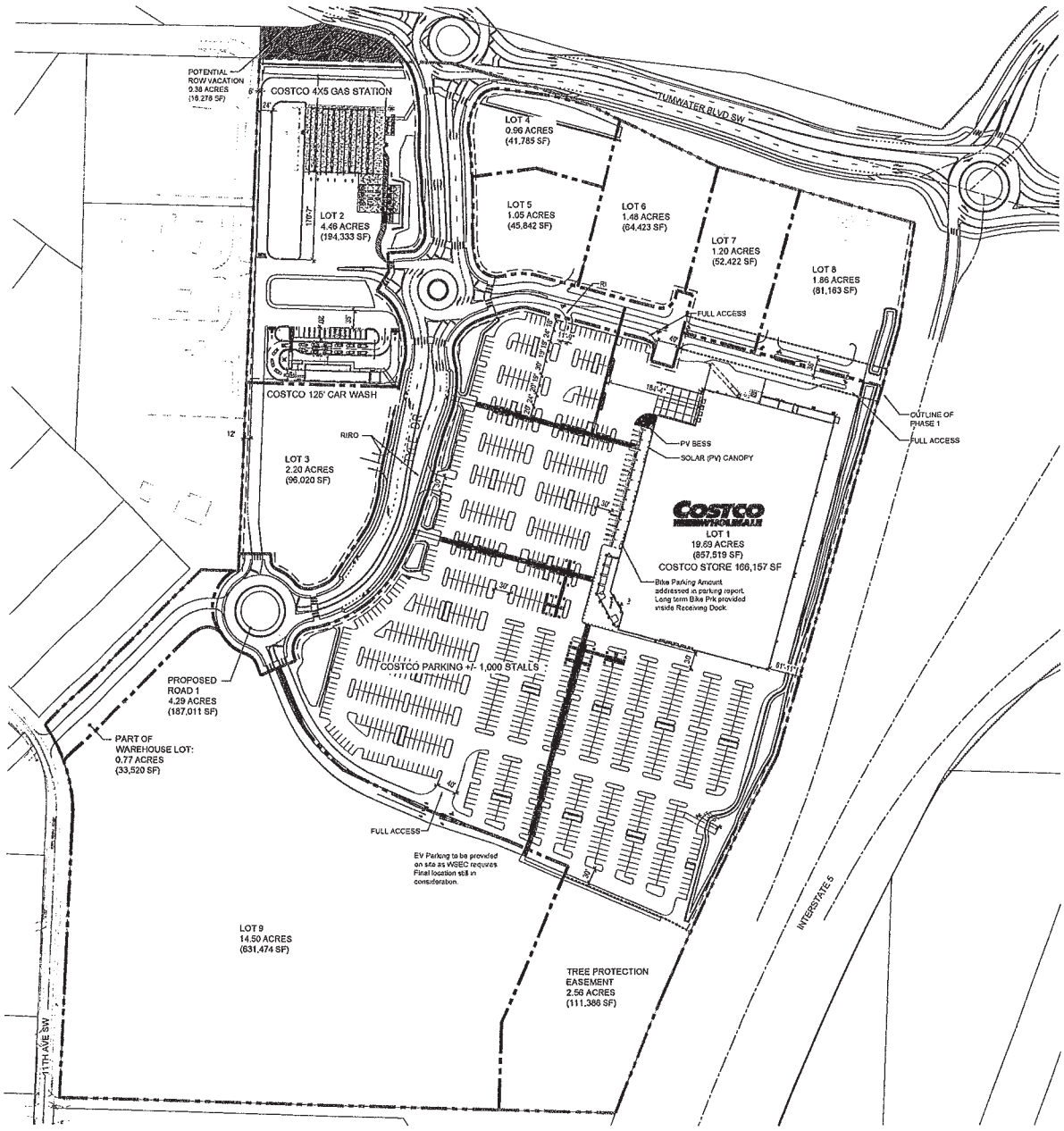


Exhibit D
Tyee Improvement

See attached.

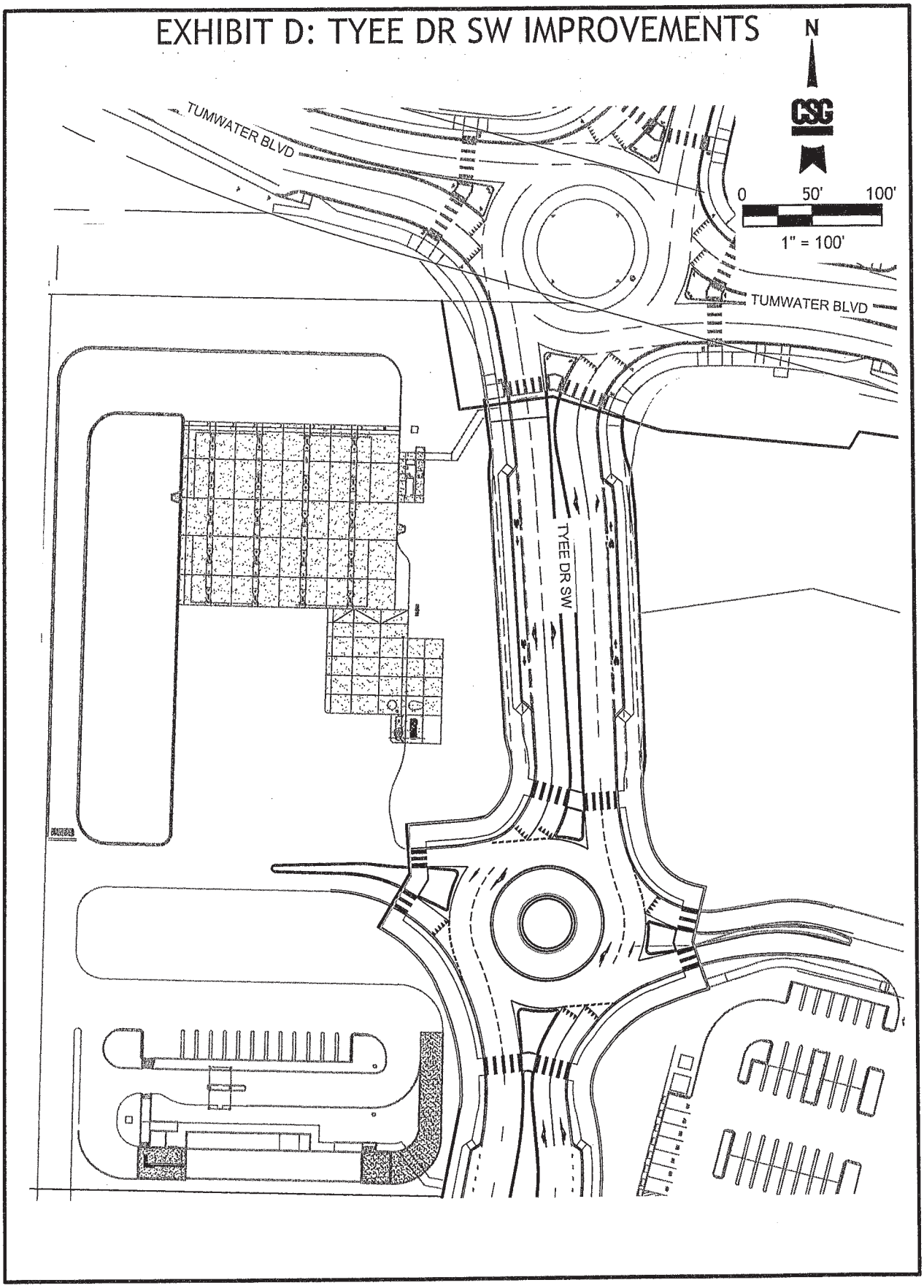

EXHIBIT D: TYEE DR SW IMPROVEMENTS
N
CSG
0
50'
100'
1" = 100'
TUMWATER BLVD
TUMWATER BLVD
TYEE DR SW

EXHIBIT D: TYEE DR SW IMPROVEMENTS

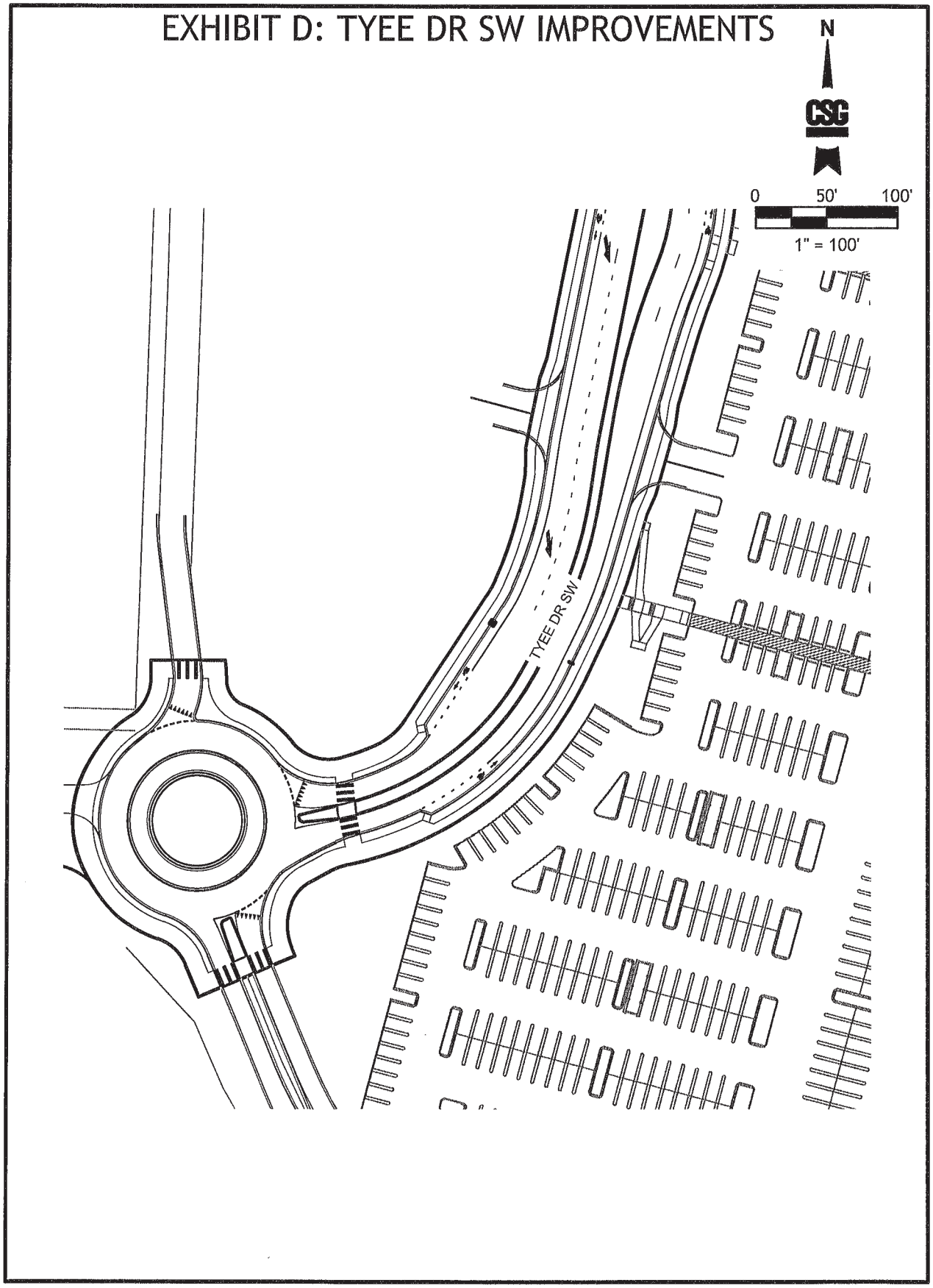


Exhibit E
Tumwater Improvement

See attached.

EXHIBIT E
TUMWATER IMPROVEMENT

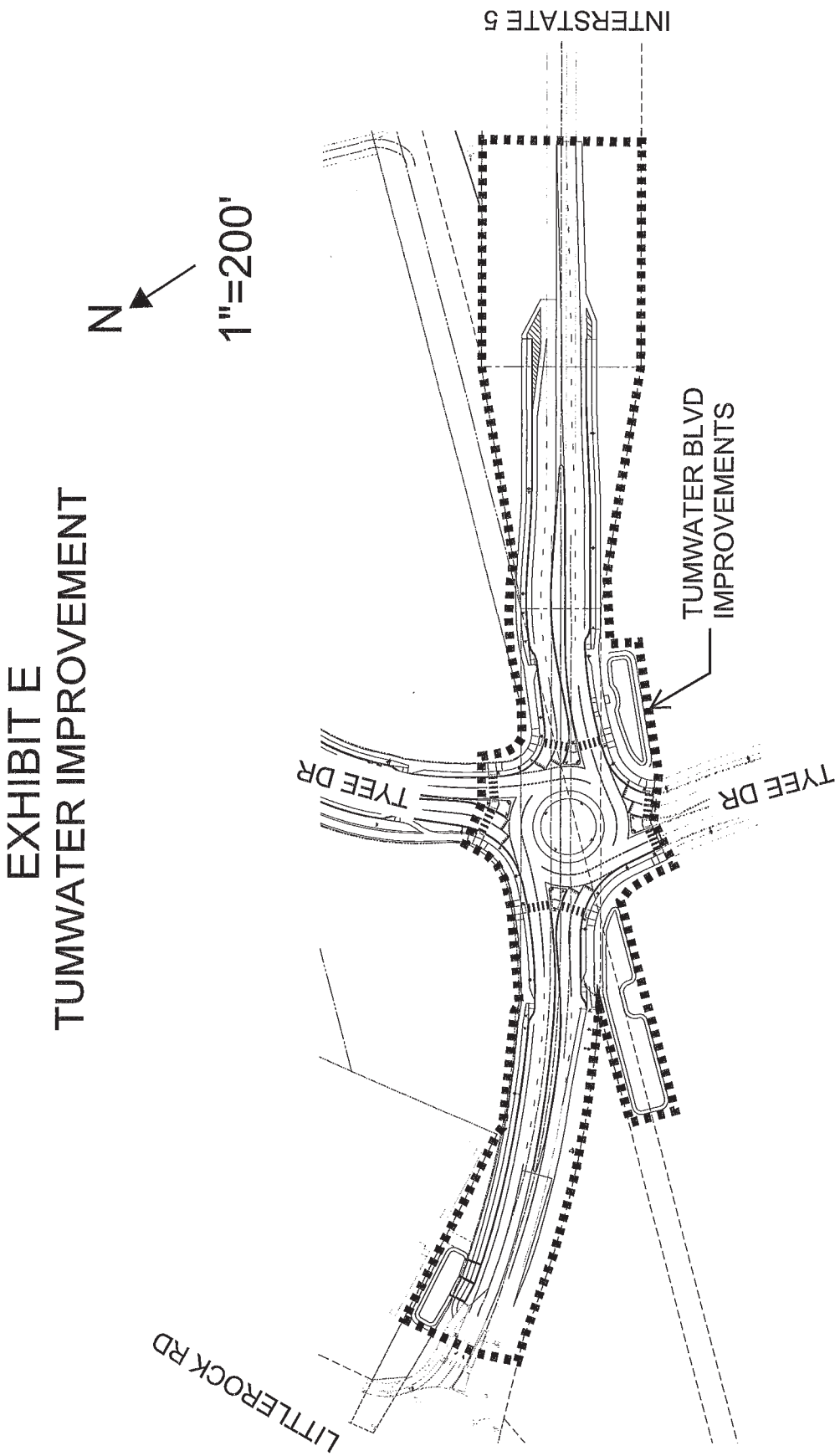


Exhibit F-1
Utility Improvement

See attached.

EXHIBIT F-1: UTILITY IMPROVEMENTS

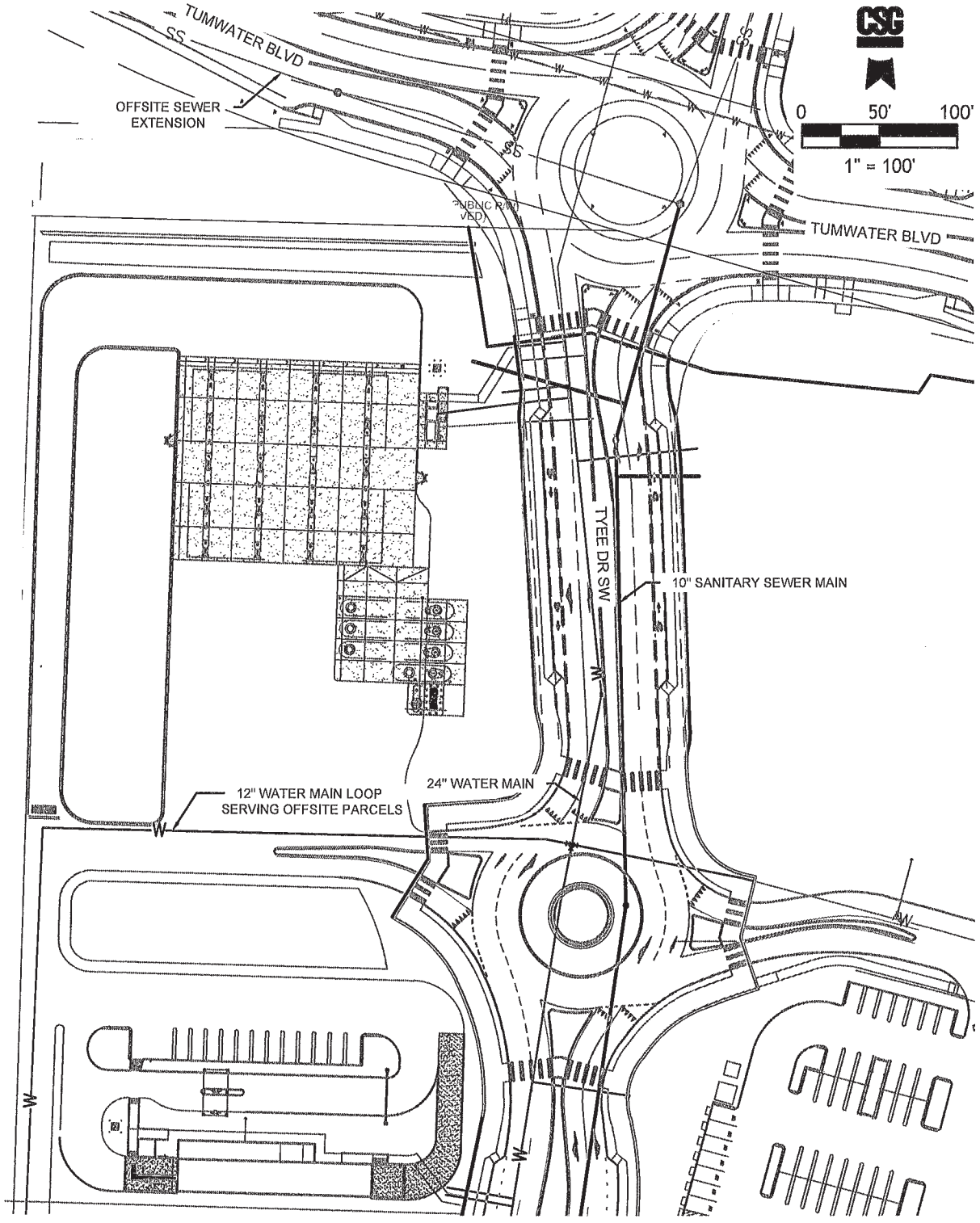


EXHIBIT F-1: UTILITY IMPROVEMENTS

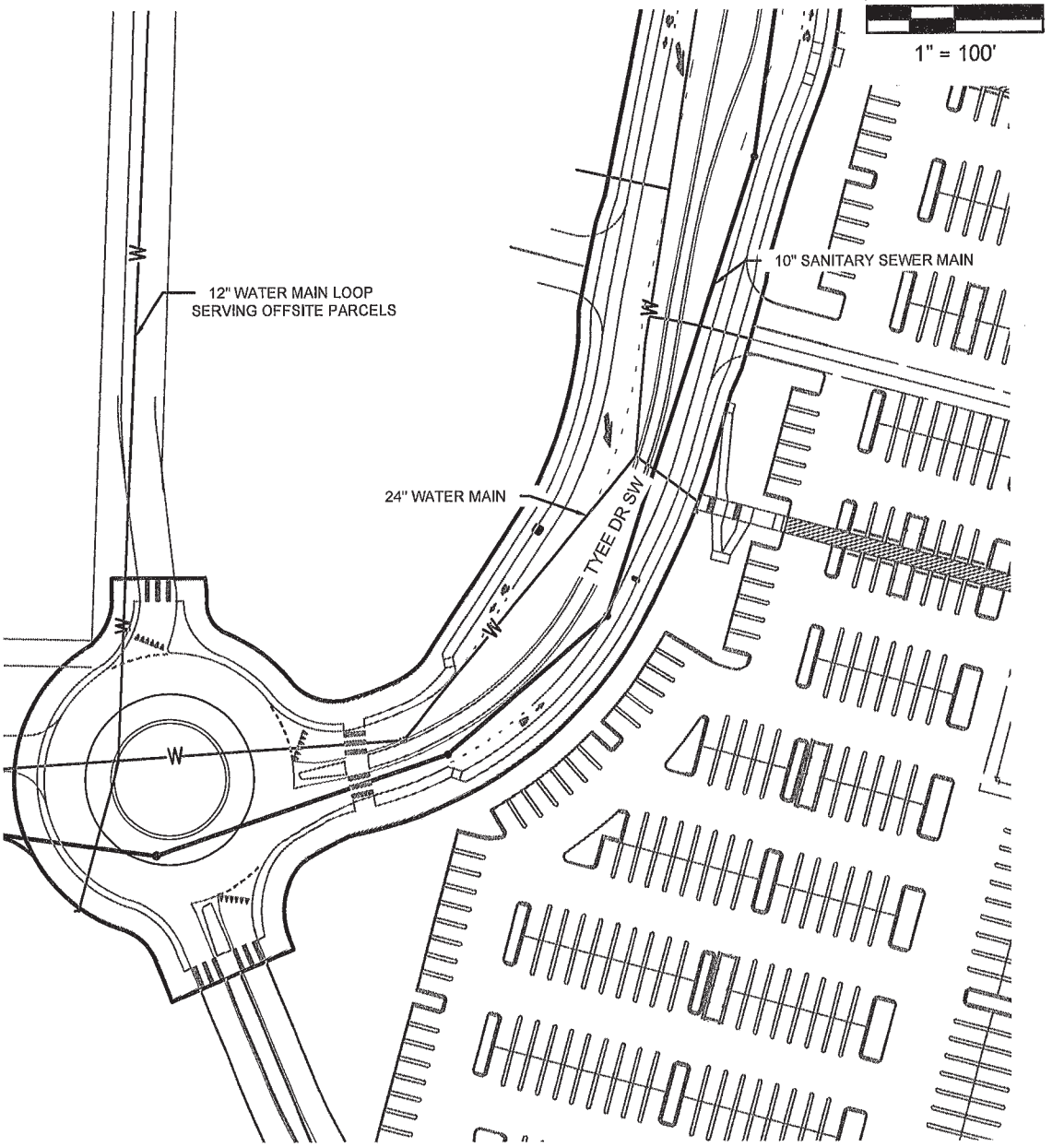
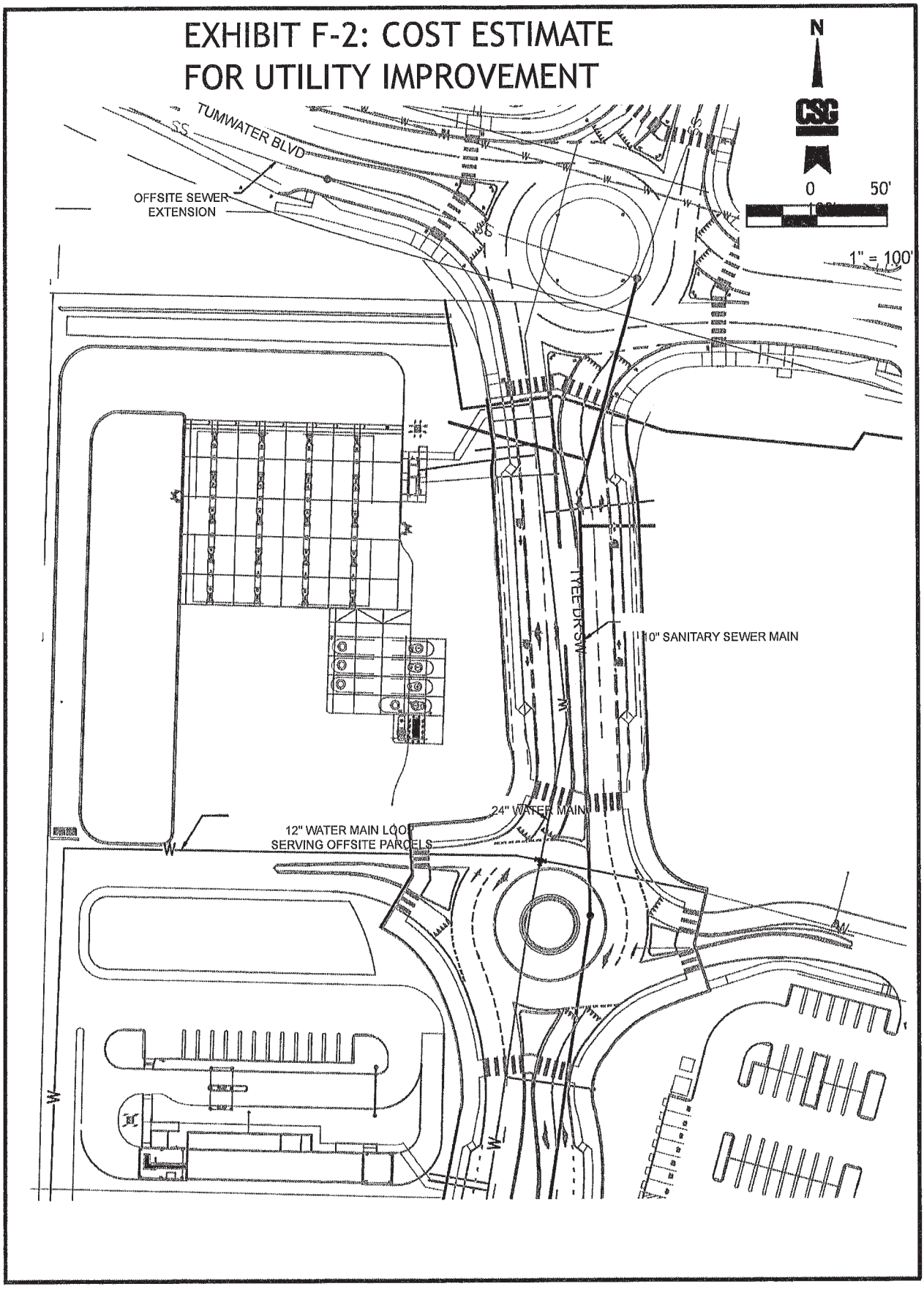
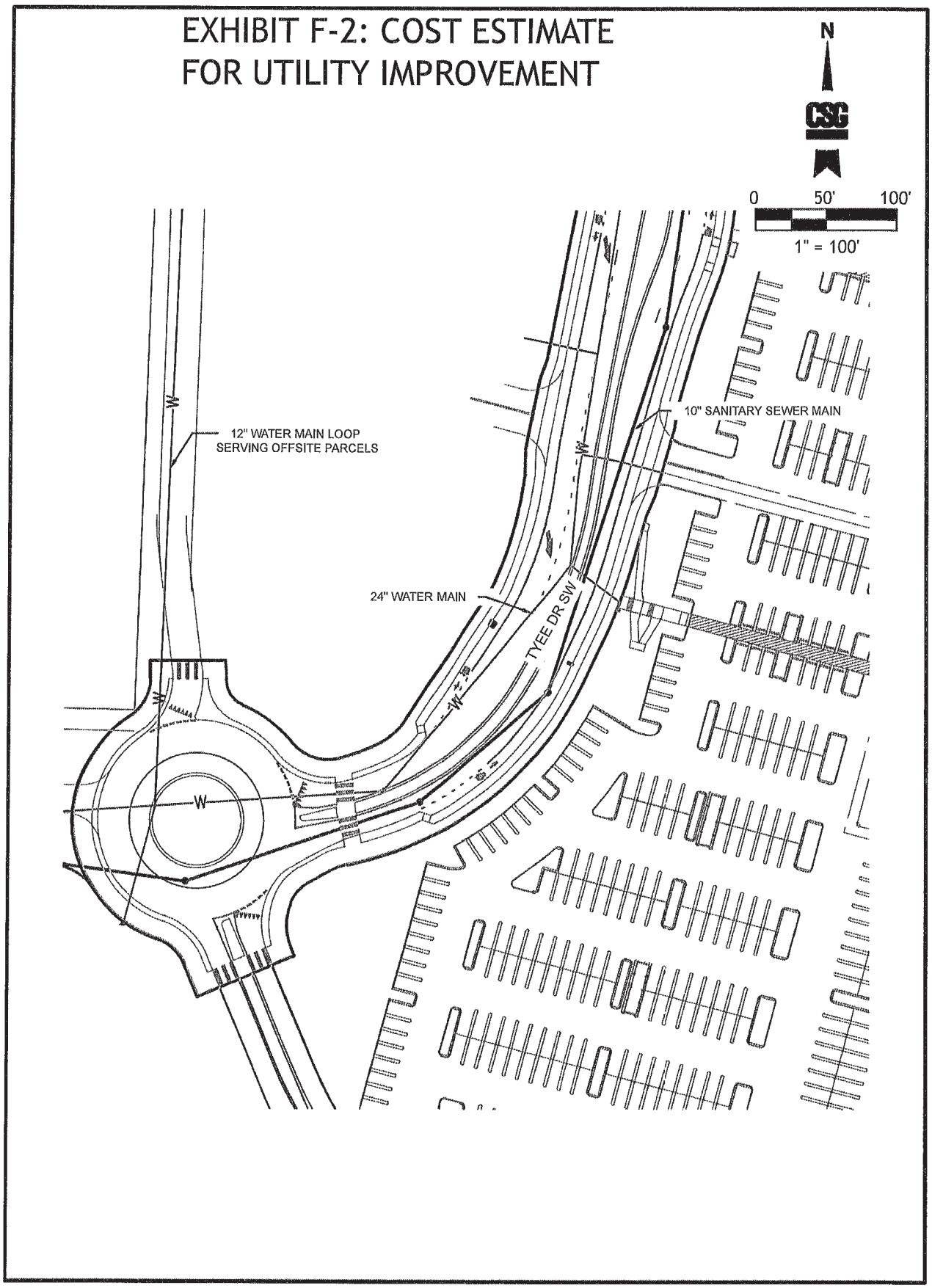


Exhibit F-2
Cost Estimate for Utility Improvement

See attached.



Extension and oversizing utilities valued at $1,414,858 including soft costs.



Installing 24" water pipe and 24" gate valves instead of 8" water pipe and 8" gate valves cost the project an extra $410,501. Installing 10" sanitary sewer pipe instead of 8" cost an extra $11,800.

Exhibit G
Form of Cost Verification Statement

Date: [•]

Re: Development Agreement between the City of Tumwater, a Washington municipal corporation, and Costco Wholesale Corporation, a Washington corporation

This COST VERIFICATION STATEMENT is being delivered by Costco Wholesale Corporation ("**Costco**") in connection with that certain Development Agreement between the City of Tumwater, a Washington municipal corporation (the "**City**"), and Costco Wholesale Corporation, a Washington corporation ("**Costco**") dated as of [•] (the "**Agreement**"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned authorized officer of Costco hereby certifies to the City that Costco has incurred actual hard and soft costs for (a) the Tyee Improvement in the amount of $[•], and (b) the Utility Improvements in the amount of $[•]. Enclosed herewith is an itemized listing of the quantities of materials used and the associated costs and evidence of payment.

Pursuant to Section 6.g of the Agreement, please remit payment to Costco in the amount of $[•] within one hundred eighty (180) days of the date hereof.

The undersigned hereby certifies that I am a duly authorized representative of Costco and am duly authorized to execute this Cost Certification.

COSTCO WHOLESALE CORPORATION

By: _____
Name: _____
Title: _____

Exhibit H
Tumwater/I-5 RAB

See attached.

EXHIBIT H

TUMWATER/I-5 RAB

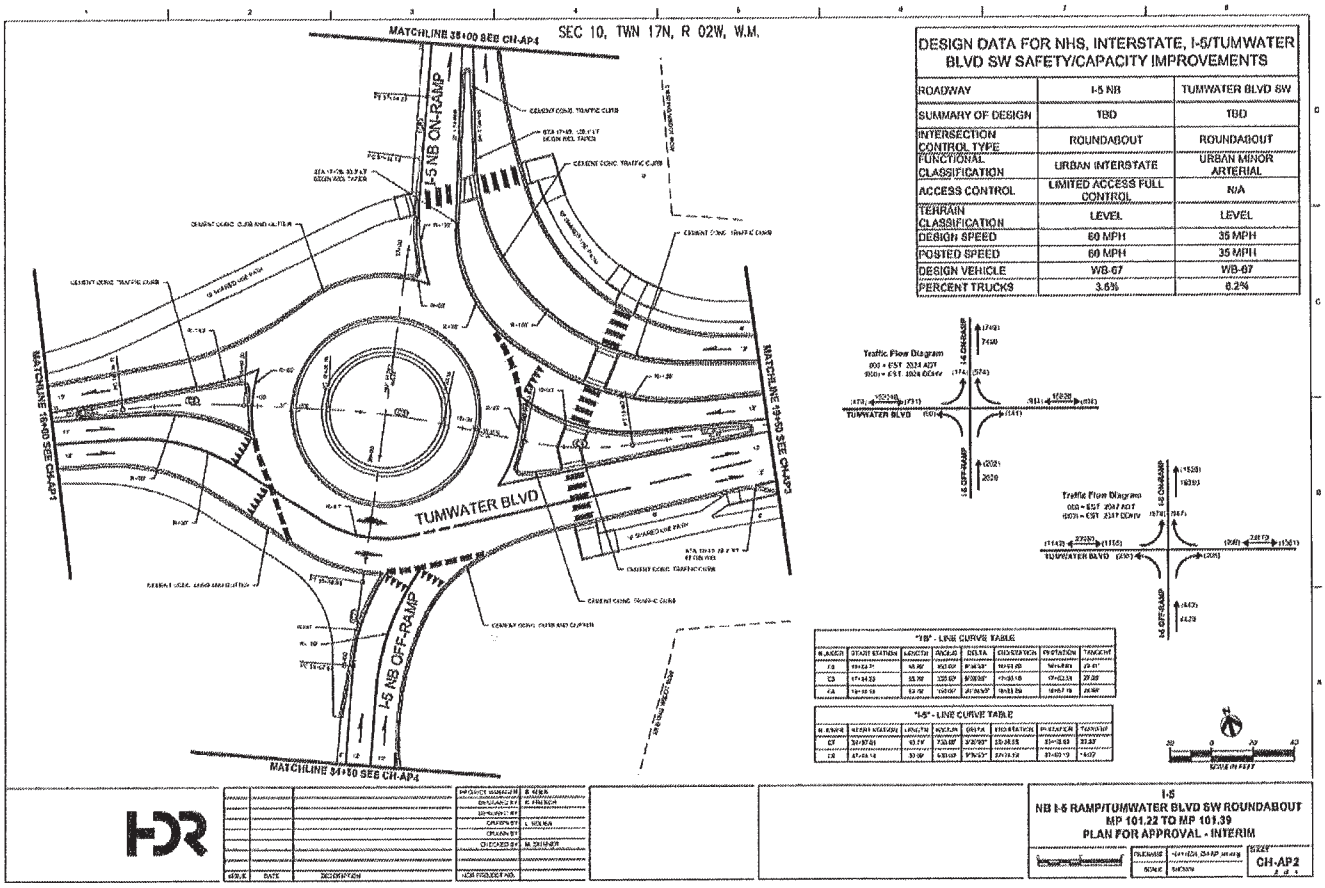


Exhibit I
Fee Schedule

See attached.

Exhibit J
Form of Stormwater Agreement

See attached.

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

RESOLUTION NO. R2025-018
2026 Fee Schedule

A RESOLUTION of the City Council of the City of Tumwater, Washington, establishing fees and charges, as more particularly set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, THAT THE FOLLOWING FEES AND CHARGES ARE HEREBY ESTABLISHED FOR THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Repealer. Resolution R2025-002, and any prior fee resolution, is hereby repealed in its entirety effective midnight December 31, 2025.

Section 2. Fees and Charges Established. Fees shall be established in the following categories presented in this section as presented in attached Exhibit A.

TABLE #	SUBJECT AREA
I	Business Licenses, Administrative & Publications
II	Zoning, Land Division & Environmental
III	Building & Fire Safety
IV	Transportation, Engineering, Utilities, & Utility Connections
V	Public Safety
VI	Recreation
VII	Utility Rates
VIII	Discounts, Utility Rates, & Incentives

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective January 1, 2026.

RESOLVED this 16th day of December 2025.

CITY OF TUMWATER

Signed by:
Debbie Sullivan
945DD615DF7D4C0...
Debbie Sullivan, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Karen Kirkpatrick
5844BA3DE4C945C...
Karen Kirkpatrick, City Attorney

ATTEST:

DocuSigned by:
Melody Valiant
C727D66D756A4FB...
Melody Valiant, City Clerk

2026 Table I

BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS

Primary Department	Title	Rate/Fee/Charge	Code Reference (if applicable)
Various Departments	**Blueprints and Photocopies**		§3.48.020
	Blueprints	$0.50 per square foot	
	Photocopies	$0.15 per page over 10	
Transportation & Engineering	**GIS Maps (Including Zoning Maps)**		§3.48.030
	• City Street Map (36" x 48")	$12.00	
	• E Size (34" x 44")	$11.00	
	• D Size (22" x 34")	$6.00	
	• C Size (17" x 22")	$5.00	
	Note: Any map printed at a different size than listed here, will be billed to the closest matching size from the list above.		
Community Development	**Comprehensive Plan Document,** Volume I		
	• Land Use Plan	$15.00	
	• Housing Plan	$8.00	
	• Parks & Recreation Plan	$5.00	
	• Lands for Public Purpose/EPF Plan	$5.00	
	• Utilities Plan	$12.00	
	• Capital Facilities Plan	$10.00	
	Complete Volume I	$55.00	
	Comprehensive Plan Document, Volume II		
	• Conservation Plan	$6.00	
	• Economic Development Plan	$5.00	
	• Transportation Plan	$18.00	
	• Joint Plan	$25.00	
	• *Shoreline Master Program (SMP)*	$25.00	
	– SMP for the Thurston Region	$9.00	
	– Deschutes Riparian Habitat Plan	$5.00	
	– Deschutes River Special Area	$5.00	
	– New Market Historic District Plan	$6.00	
	Complete Volume II	$79.00	
	Development Guide		
	Disk Copy	$25.00	
	Paper Copy	$30.00	
Various Departments	**Notary Fee** for Non-City related documents	$10.00 each	
Administrative Services	**Public Records**		§2.88.060
	• Photocopying	$0.15 per page over 10	
	• Copies on Compact Discs or DVDs	$2.00 per CD or DVD	
	• Flash Drives, USB & Other Portable Devices	Actual cost	
	• Postage - if customer requests delivery by U.S.P.S	Actual cost based on weight	
	• Any size manila envelope	$0.45	
	• Duplicating records in non-routine formats such as photographs, cassettes, videotapes	Actual cost from outside vendor	
	• Scanned records, or use of agency equipment for scanning	$0.10 per page	
	• Records uploaded to email, or cloud-based data storage service or other means of electronic delivery	$0.05 for every 4 electronic files or attachements	
	• Records transmitted in electronic format for use of agency equipment to send records electronically	$0.10 per gigabyte	
Community Development	**Public Notice Cost**		§ 3.48.040
	• Sign Posting	$35.00 per site sign	
	• Other than Site Signs	$15.00	
	Recording Costs	$35.00 + auditor fee	§3.48.010
	Returned Item (check) for any reason	$30.00	§3.48.050
Finance	**Business Licenses**		§5.04.060
	• Original License	$50.00	
	• Annual Renewal	$20.00	
	Note: City business licenses paid through the WA Department of Revenue will be subject to additional state fees, as applicable.		
Finance	Event Application Fee	$50	

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Finance	Other Hearing Examiner Appeals *Note: Reimbursed if appeal is substantially upheld.*	$100	
Community Development	**Business Licenses - (Request for Certificate of Occupancy)** • Inspection fee for new location or change-in-use (per inspection)	$110.00	
Finance	**Occupational Permits** • Original Permit • Annual Renewal (second & third years) *Note: The original permit fee includes the cost of fingerprinting and background check.*	 $70.00 $30.00	§5.06.050
Finance	**Sexually Oriented Businesses** • Permit Application Fee, and • Annual Fee *Adult Cabaret Business* *Adult Cabaret Managers* • Processing Fee, and • Annual Fee *Models and Escorts* • Processing Fee, and • Annual Fee	 $400.00 $640.00 annually $1,320.00 annually $50.00 $150.00 annually $50.00 $150.00 annually	 §5.50.040 §5.50.070 §5.50.080 §5.50.090

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Primary Department	**Title**	**Rate/Fee/Charge per...**	**Unit**	**Code Reference (If Applicable)**
Community Development	**Appeals**			
	• Hearing Examiner			
	– Administrative Appeal*	$1,500.00		§18.62.020
	– SEPA Appeal*	$2,000.00		§16.04.160
	– Appeal of Impact Fee with Independent Fee Calculation	$260.00	calculation	§3.50.140
	*Reimbursed if appeal is substantially upheld			
Community Development	**Transportation Impact Fees**			§3.50.130
	Type of Development			ITE Land Use Code
	Residential			
	• Single Family	$4,467.36	dwelling	
	Single Family that are less than 1200 square feet floor area.	$3,350.51	dwelling	
	Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacketd flats, and condos) under 5 units	$3,350.51	dwelling	
	Single Family and Middle Housing located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will aslo abide by the requirements of this section and be affordable to those making 80% of the median income.	$2,233.68	dwelling	210
	• Multifamily – Over 5 units and Apartments	$2,899.02	dwelling	
	Multifamily located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will aslo abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,449.57	dwelling	220
	• Mobile Home Park	$2,609.63	dwelling	240
	• Senior Adult Housing – Detached	$955.39	dwelling	251
	• Senior Adult Housing – Attached	$566.15	dwelling	252
	• Congregate Care	$601.55	dwelling	253
	• Accessory Dwelling Unit	$2,174.92	dwelling	
	Accessory dwelling units located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing." For example, if a single familly home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,449.58	dwelling	
	• Assisted Living	$500.45	bed	254
	Industrial			

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
	• Light Industrial	$6.32	SF / GFA	110
	• Industrial Park	$5.84	SF / GFA	130
	• Manufacturing	$4.93	SF / GFA	140
	• Warehousing	$2.24	SF / GFA	150
	• Mini-Warehouse	$1.67	SF / GFA	151
	• High-Cube Warehouse	$0.77	SF / GFA	152
Community Development	*Commercial – Services*			
	• Hotel	$2,982.44	room	310
	• Motel	$2,375.85	room	320
	• Walk-in Bank	$12.19	SF / GFA	911
	• Drive-through Bank	$25.93	SF / GFA	912
	• Quick Lubrication Vehicle Shop	$6,355.49	VSP	941
	• Automobile Care Center	$5.36	SF / GFA	942
	• Gasoline/Service Station	$17,306.85	VFP	944
	• Service Station/Minimart	$12,647.83	VFP	945
	• Service Station/ Minimart/Carwash	$13,177.21	VFP	946
	• Carwash – Self Serve	$6,308.03	VSP	947
	• Carwash – Automated	$88,244.05	VSP	948
	• Movie Theater	$261.58	seat	444, 445
	• Health/Fitness Club	$18.61	SF / GFA	492, 493
	Commercial – Institutional			
	• Day Care Center	$9.60	SF / GFA	565
	• Elementary School	$3.05	SF / GFA	520
	• Middle School/Junior High School	$3.01	SF / GFA	522
	• High School	$2.46	SF / GFA	530
	• Community/Junior College	$454.94	student	540
	• College/University	$796.17	student	550
	• Church	$2.56	SF / GFA	560
	• Hospital	$7.19	SF / GFA	609
	• Nursing Home	$2.61	SF / GFA	620
	Commercial - Restaurant			
	• Quality Restaurant	$18.02	SF / GFA	931
	• High Turnover (sit down) Restaurant	$27.31	SF / GFA	931
	• Fast Food Restaurant w/out Drive Thru	$33.06	SF / GFA	933
	• Fast Food Restaurant with Drive Thru	$43.63	SF / GFA	934
	• Tavern/Drinking Place	$31.66	SF / GFA	935
	• Coffee/Donut Shop w/out Drive Thru	$51.50	SF / GFA	936
	• Coffee/Donut Shop with Drive Thru	$54.26	SF / GFA	937
	• Coffee/Donut Shop with Drive Thru and with no inside seating	$20.85	SF / GFA	938
	Type of Development			ITE Land Use Code
	Commercial – Office			
	• General Office Building	$9.60	SF / GFA	710
	• Government Office Building	$12.05	SF / GFA	730
	• Medical-Dental Office/Clinic	$20.99	SF / GFA	720
Community Development	*Commercial –*			
	• Retail Shopping Center -			
	up to 49,999 sq. ft.	$6.93	SF / GLA	820
	50,000 – 99,999	$7.69	SF / GLA	820
	100,000 – 199,999	$7.76	SF / GLA	820
	200,000 – 299,999	$7.91	SF / GLA	820
	300,000 – 399,999	$8.15	SF / GLA	820
	400,000 sq. ft. or more	$8.67	SF / GLA	820
	• Automobile Parts Sales	$9.04	SF / GFA	843
	• Car Sales – New/Used	$11.29	SF / GFA	841
	• Convenience Market	$33.56	SF / GFA	851
	• Discount Club	$8.63	SF / GFA	861
	• Electronic Superstore	$9.04	SF / GFA	863
	• Toy Superstore	$7.97	SF / GFA	864
	• Furniture Store	$0.47	SF / GFA	890
	• Hardware/Paint Store	$9.49	SF / GFA	816
	• Home Improvement Superstore	$3.27	SF / GFA	862
	• Nursery/Garden Center	$7.56	SF / GFA	817
	• Pharmacy/Drugstore w/out Drive Thru	$8.51	SF / GFA	880
	• Pharmacy/Drugstore with Drive Thru	$11.35	SF / GFA	881
	• Supermarket	$17.84	SF / GFA	850
	• Tire Store	$7.94	SF / GFA	848
	• Tire Superstore	$4.04	SF / GFA	849
	Cost per New Trip Generated:	$3,791.23		

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

SOURCE: *ITE, "Trip Generation, 8th Edition"*				
Notes: [1] Abbreviations:				
SF = Square Feet	VSP = Vehicle Service Position			
GFA = Gross Floor Area	VFP = Vehicle Fueling Position			
GLA = Gross Leasable Area				
[2] Annual Escalator: Transportation Impact Fees will be adjusted annually, based on the Engineering News Record Construction Cost Index for the Seattle, Washington, area as reported for July to establish the fee schedules effective January 1st of the subsequent year.				
Community Development	**Olympia School District No. 111 School Impact Fees**			§3.50.135 and Olympia School District Resolution No. 653
	Type of Residential Development			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	$0.00 (fee suspended in 2026)	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	$0.00 (fee suspended in 2026)	dwelling	
	• Multi Family Downtown	$0.00 (fee suspended in 2026)	dwelling	
	Tumwater School District No. 33 School Impact Fees			§3.50.135 and Tumwater School District Resolution No. 02-23-24
	Type of Residential Development			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	$5,081.00	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	$1,048.00	dwelling	
Community Development	**Independent Fee Calculations**			§3.50.140
	• *Applicant chooses to prepare IFC*			
	– Administrative Processing fee	$525.00		
	– Deposit on Review Costs of IFC*	$525.00		
	*Balance refunded or additional costs collected as a precondition to building permit issuance.			
Community Development	**Park Impact Fees**			§3.52.070
	Type of Residential Development			
	• Single Family	$3,726.86	housing unit	
	• Single Family and Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,863.43	housing unit	
	• Single Family that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	$2,795.15	housing unit	
	• Manufactured Home (mobile home)	$2,227.71	housing unit	
	• Middle housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) (2-4 units per structure)	$2,746.11	housing unit	
	Park Impact Fees (Continued)			
	• Multi Family (5+ units per structure)	$2,413.12	housing unit	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	• Multi Family (5+ units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or within one-half mile of a public park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,373.06	housing unit	
Community Development	• Accessory Dwelling Unit	$1,670.78	housing unit	§3.52.070
	• Accessory Dwelling Unit. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a public park that is at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,113.86	housing unit	
Community Development	**Impact Fee Deferral Program**			
	• Administrative Application Fee	$100.00	application	§3.50.130
				§3.52.070
	Wireless Communication Antennas			§11.20.050
	• Wireless Communication (WCF) Permits			
	– Accessory (requiring WCF permit)	$110.00	antenna	
	– Attached WCF	$330.00	carrier	
	– Freestanding WCF	$1,100.00	structure	
	– Co-location on freestanding WCF	$330.00	carrier	
	• WCF Administrative Site Plan Review	Same as regular SPR fees		
	• Conditional Use Permit	Same as zoning CUP fees		
	• Request for Administrative Deviation	$247.50	request	
	Telecommunications in Rights-of-Way			§3.52.069
	• Telecommunications Right-of-Way Use			
	– Right-of-Way (ROW) Use Authorization	$1,700.00		§11.06.010
	• Telecommunications Franchise/Master Permit Application	$5,550.00		§11.06.020
	• Master Permit Renewal Application	$2,800.00		§11.06.120
	– Annual Fee	$500.00		§11.06.160
	– Supplemental Site Permit	$500.00 (up to 5)		§11.06.110
		$100.00 (after 5)		
		$1,000.00	new pole	
		$270.00 pole rent	year	
	• Telecommunications Facilities Lease			
	– Lease Application	$500.00		§11.08.020
	– Renewal of Lease	$225.00		§11.08.120
Community Development	**Site Plan Review**			§14.02.080
	• Feasibility Site Plan Review*	$150.00		
	Feasibility Site Plan Review Resubmittal	$100.00		
	*Credited toward Preapplication Meeting			
	Preapplication Meeting	$825.00		
	Preapplication Meeting Resubmittal	$400.00		

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

	Site Plan Review Application Type I	$500.00		
	Site Plan Review Application Type II	$1,000.00		
Community Development	Multi-Family Tax Exemption	$100.00		
	• Design Plan Review	2.5% of the Building Permit		§18.43.010
	• Landscape Plan Review**	$220.00		§18.47.020
	**Applies only to landscape plans required under §18.47.020			
	• Exterior Illumination***			§18.40.035
	– Issuance and Inspection Fee	$55.00 +...	$7.50 per fixture	
	– Plan Review Fee	65% of above lighting fee		
	***Applies to non-residential applications 4,000 square feet or larger in area			
	• Request for Parking Modification	$275.00		§18.50.075
Water Resources & Sustainability	**Drainage Manual Administration**			§13.12.015
	• Adjustment application	$500.00		
	• Variance and Exception application	$1,000.00		
Community Development	**Protection of Trees & Vegetation**			§16.08.050
	• Land clearing application & review	$110.00		
	• Work by City Tree Professional	Consultant Cost	hour	
	• Land Clearing Permit			
	– Less than 30 Trees	$135.00		
	– 30 Trees or more	$220.00		
	• Add'l Review or Inspections after one hour	$66.00	hour	
	• Investigation Charge for Land Clearing without required Permit	Double application and permit fee for tree cutting without a permit		
	• Request for Land Clearing Modification	$385.00		
	• Replacement Tree Mitigation Fee	$400.00		§16.08.070
	Environmental Policy			§16.04.190
	• Environmental SEPA Checklist	$880.00		
	• Expanded Environmental Checklist	$880.00, plus consultant cost		
	• Environmental Impact Statement (EIS)	$880.00, plus consultant		
	• Addendum to Environmental Documents	$220.00		
	Wetland Protection Standards			
	• Wetland Permit Application	$440.00		§16.28.140
	• Reasonable Use Exception	$880.00		§16.28.190
	Fish and Wildlife Habitat Protection			§16.32.097
	• Reasonable Use Exception	$880.00		
Community Development	**Land Divisions**			§17.02.160
	• Boundary Line Adjustment	$450.00		
	• Lot Consolidation	$450.00		
	• Preliminary Binding Site Plan	$770.00 +...	$27.50 per lot	
	• Final Binding Site Plan	$440.00 +...	$27.50 per lot	
	• Preliminary Plat	$2,750.00 +...	$38.50 per lot	
	• Final Plat	$1,650.00 +...	$38.50 per lot	
	• Preliminary Short Plat	$1,100 +...	$55.00 per lot	
	• Final Short Plat	$440.00 +...	$55.00 per lot	
	• Preliminary PUD (includes limited overlay zone)	$1,320 +...	$33.00 per lot	
	• Final PUD	$935.00		
	• Preliminary Plat Extension	$550.00		
	• Replats, Vacations, and Alterations			
	– Replats	Same as Prelimenary and		
	– Vacations	$450.00		
	– Alterations	$450.00		
	Zoning			§2.62.060
	• Certificate of Appropriateness	$110.00		
	• Zoning Certification Letter	$82.50		
	• Planned Unit Development	Same as preliminary and final PUD		§18.36.030
	• Home Occupation	See Business Licenses		§18.42.030
	• Mobile Home Installation*			

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	– Single	$150.00 + plumbing fees		§18.48.010
	– Double	$175.00 + plumbing fees		
	– Triple	$200.00 + plumbing fees		
	• Title Elimination Inspection Fee	$170.00		
	• Title Elimination Review	$110.00		
	* plus footing, foundation, skirting, and tie downs			
	• Mobile Home Park – Site Plan			§18.48.130
	– Preliminary	$1,00.00 +...	$30 per unit	
	– Final	$750.00 +...	$30 per unit	
	• Conditional Use Permit	$2,090.00		§18.56.020
	• Variance	$1,000.00		§18.58.020
	• Rezone	$1,500.00		§18.60.065
	Zoning			
	• Comprehensive Plan			
	– Map Amendment	$1,500.00		§18.60.065
	• Annexations			
	– Not in an Unincorporated Island	$200.00	acre, Maximum of $4,000	
	– In Unincorporated Islands	No fee ($0.00)		
	• Sign			
	– Application for Conditional Exemption	$20.00	sign	§18.44.075
Community Development	**Shoreline Management Act**			Resolution 250
	• Shoreline Exemption Letter	$200.00		
	• Substantial Development Permit	$1,600.00		
	• Conditional Use	$1,750.00		
	• Variance	$1,750.00		
	• Shoreline Permit Time Extension	$500.00		
	Transportation Concurrency			§15.48.040
	• Concurrency Application	$175.00		
	•Traffic Impact Analysis (TIA) Review	$390.00		

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table III			
BUILDING & FIRE SAFETY			
Primary Department	**Title**	**Rate/Fee/Charge**	**Code Reference (If Applicable)**
Community Development	**Building Code**		§15.01.070
	Building Permit Fee Schedule (including signs)		
	Total Valuation	**Fee**	
	Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) (detached and attached), Accessory Dwelling Units, and multi-family housing that meets the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the calculated building permit fee using the table of fees in this section	
	$1.00 to $500	$43.48	
	$501 to $2,000	$43.48 for the first $500 plus $5.64 for each additional $100 or fraction thereof, to and including $2,000	
	$2,001 to $25,000	$151.04 for the first $2,000 plus $25.90 for each additional $1,000 or fraction thereof, to and including $25,000	
	$25,001 to $50,000	$742.50 for the first $25,000 plus $18.69 for each additional $1,000 or fraction thereof, to and including $50,000	
	$50,001 to $100,000	$1,203.89 for the first $50,000 plus $12.95 for each additional $1,000 or fraction thereof, to and including $100,000	
	$100,001 to $500,000	$3,291.80 for the first $100,000 plus $18.55 for each additional $1,000 or fraction thereof, to and including $500,000	
	$500,001 to $1,000,000	$10,664.10 for for the first $500,000 plus $15.74 for each additional $1,000 or fraction thereof, to and including $1,000,000	
	$1,000,001 and up	$18,578.99 for the first $1,000,000 plus $12.10 for each additional $1,000 or fraction thereof	
Community Development	**Other Inspection and Fees**		
	Plan Review Fee		
	1. Commercial and Multi-Family	65% of the building permit fee	
	2. Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) greater than 1,200 sq. ft., and pole barns	50% of the building permit fee	
	3. Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) greater than 1,200 sq. ft. and multi-family housing that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. Not to be used with any other impact fee discounts except the building permit fee discount for low income housing listed above.	25% of the building permit fee	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table III			
BUILDING & FIRE SAFETY			
	4. Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos), Accessory Dwelling Units, garages, and accessory buildings less than 1,200 sq. ft.	25% of the building permit fee	
	5. Single family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) less than 1,200 sq. ft., and accessory dwelling units that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	12.5% of the building permit fee	
Community Development	6. 1st Plan Review Extension Fee	5% of plan review fee OR $25.00, whichever is greater.	
	2nd Plan Review Extension Fee	10% of plan review fee OR $25.00, whichever is greater.	
	Continued on next page		
	7. 1st Permit Extension Fee	5% of permit fee OR $25.00, whichever is greater.	
	2nd Permit Extension Fee	10% of permit fee OR $25.00, whichever is greater.	
	8. One-and-Two Family Re-Roof permit.	$170	
	9. Commercial Re-Roof permit.	Based on valuation and the fee schedule	
	10. Inspections outside of normal inspection hours (minimum charge - 1 hour)	$110.00 per hour	
	11. Reinspection fees assessed under provisions of Section 108	$110.00 per hour	
	12. Inspections for which no fee is specifically indicated (minimum charge – 1 hour)	$110.00 per hour	
	13. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	$110.00 per hour	
	14. For use of outside consultants for plan checking or inspection	Actual cost plus 8% administrative fees	
Community Development	**ENERGY CODE FEES**		
	Energy Code Plan Check Fee		
	Single Family	$110.00	
	Residential Remodel/Addition	$60.00	
	Multi-Family	$210.00	
	New Commercial Building		
	0 to 12,000 sq. ft.	$210.00	
	12,001 to 60,000 sq. ft.	$395.00	
	60,001 to 200,000 sq. ft.	$770.00	
	200,000 sq. ft. and over	$1,520.00	
	Remodels and Tenant Improvements	50% of the new commercial fee	
	Warehouses	50% of the new commerical building fee	
	GRADING PERMIT FEES		
	Grading Plan Review Fees		
	100 cubic yards or less (no cut\fill greater than 12 inches)	$47.00	
	101 to 500 cubic yards	$94.00	
	501 to 1,000 cubic yards	$187.00	
	1,001 to 5,000 cubic yards	$280.00	
	5,001 to 10,000 cubic yards	$374.00	
	10,001 to 100,000 cubic yards	$375.00 for 1st 10,000 cubic yards plus $24.50 for each additional 10,000 cubic yards or fraction thereof	
Community Development	100,001 cubic yards or more	$1,000.00 for the 1st 100,000 cubic yards plus $13.25 for each additional 10,000 cubic yards or fraction thereof	
	Other Fees		
	Additional plans review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	$110.00 per hour	
	Grading Permit Fees		
	For the issuance of each permit	$80.00	
	100 cubic yards or less (no cut\fill greater than 12 inches)	$55.00	
	101 to 500 cubic yards	$170.00	
	501 to 1,000 cubic yards	$340.00	
	1,0001 to 5,000 cubic yards	$680.00	
	5,001 to 10,000 cubic yards	$1,360.00	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table III			
BUILDING & FIRE SAFETY			
	10,001 cubic yards or more	$1,360.00 for 1st 10,000 cubic yards plus $42.50 for each additional 10,000 yards or fraction thereof	
Community Development	**Certificates of Occupancy**		
	°Temporary Certificates of Occupancy		
	-One or Two Family	$25.00	
	-Commercial/industrial/Multi-family	$100.00	
	-Renewal	$200.00	
	°Final Certificates of Occupancy		
	– One or Two-Family	No fee	
	– Commercial/Industrial/Multi-family	No fee	
	°Business License		
	– Request for Certificate of Occupancy	$110.00	
	Mechanical Code		
	• Mechanical Permit	Stand alone commercial mechanical permits based on valuation.	
	• Mechanical Plan Review	65% of permit fee	
	For the issuance of each permit	$40.00	
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	$35.00	
Community Development	**Unit Fee Schedule**		
	Furnaces		
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	$25.00	
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such an appliance over 100,000Btu/h	$30.00	
	Boilers, Compressors and Refrigeration Units		
	For the installation or relocation of each boiler or compressor to and including three horsepower or for each absorption system to and including 100,000 Btu/h	$25.00	
	For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower or for each absorption system over 100,000 Btu/h to and including 500,000 Btu/h	$40.00	
	For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or for each absorption system over 500,000 Btu/h to and including 1,000,000Btu/h	$45.00	
	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	$65.00	
	For the installation or relocation of each boiler or compressor over 50 horsepower, or for each absorption system over 1,750,000 Btu/h	$110.00	
Community Development	**Air Handlers**		
	For each air-handling unit to 10,000 cubic feet per minute	$25.00	
	For each air-handling unit over 10,000 cubic feet per minute	$30.00	
	Photo-Voltaic Solar Panels		
	Roof mounted; One-and-Two Family Dwellings	$260.00	
	Photo-Voltaic Solar Panels; Commercial	Based on valuation and the fee schedule	
	Evaporative Coolers		
	For each evaporative cooler other than the portable type	$20.00	
	Ventilation and Exhaust		
	For each vent fan connected to a single duct	$15.00	
	For each system not a part of a permitted HVAC system	$20.00	
	For each non-residential type I hood (grease)	$175.00	
	Ventilation and Exhaust		
	For each non-residential type II hood (steam)	$95.00	
	Water Heaters		
	Residential	$25	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table III			
BUILDING & FIRE SAFETY			
	Commercial	$50.00	
	Gas Piping		
	For each gas pipe system of one to four outlets	$15.00	
	For each gas piping system additional outlets over 5	$2.00 each	
Community Development	**Miscellaneous**		
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code	$20.00	
	Other Inspections and Fees		
	1. Mechanical plan review fee	65% of the mechanical permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	$110.00	
	3. 1st Plan Review Extension Fee	5% of plan review fee OR $25.00, whichever is greater.	
	2nd Plan Review Extension Fee	10% of plan review fee OR $25.00, whichever is greater.	
	4. 1st Permit Extension Fee	5% of permit fee OR $25.00, whichever is greater.	
	2nd Permit Extension fee	10% of permit fee OR $25.00, whichever is greater.	
	5. Reinspection fees per inspection	10% of permit fee OR $25.00, whichever is greater.	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	$110.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	$110.00 per hour	
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	
Community Development	**Plumbing Code**		
	• Plumbing Permit	$40.00	
	• Plumbing Plan Review		
	• Backflow Protection Device		
	For the issuance of each permit		
	• Commerical Plumbing Permit	Stand alone commercial plumbing permits based on valuation	
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	$35.00	
	Fee for review of septic system applications from County Health Department	$35.00	
	Unit Fee Schedule		
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore)	$20.00	
	For each building sewer and each trailer park sewer	$35.00	
	Rainwater systems - per drain	$20.00	
	For each residential sewer grinder	$30.00	
	For each commercial sewer grinder	$95.00	
	For each electric water heater	$25.00	
	For each pre-treatment grease or oil interceptor including its trap and vent	$30.00	
	For each installation, alteration or repair of water piping and/or water treating equipment	$15.00	
	For repair or alteration of drainage or vent piping, each fixture	$15.00	
	For each commercial lawn sprinkler system on any one meter	$25.00	
	For atmospheric type vacuum breakers		
	-- 1 to 5	$20.00	
	-- Over 5, each	$5.00	
	For each backflow device other than atmospheric type vacuum type breakers		
	– 2 inches and smaller	$15.00	
	– Over 2 inches	$30.00	
	Expansion Tank	$20.00	
	Other Inspections and Fees		
	1. Commerical Plumbing Plan Review Fee	65% of the plumbing permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	$110.00 per hour	
	3. Reinspection fees per inspection (minimum charge – 1 hour)	$110.00 per hour	
	4. 1st Plan Review Extension Fee	5% of plan review fee OR $25.00, whichever is greater.	
	2nd Plan Review Extension Fee	10% of plan review fee OR $25.00, whichever is greater.	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table III			
BUILDING & FIRE SAFETY			
Community Development	5. 1st Permit Extension Fee	5% of permit fee OR $25.00, whichever is greater.	
	2nd Permit Extension Fee	10% of permit fee OR $25.00, whichever is greater.	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	$110.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	$110.00 per hour	
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	
	Moving of Buildings		
	• Permit Application	$500.00 + building and demolition permits, as applicable	
	• Traffic Officer Fee	Fully-based rate + materials	
Fire & Emergency Services	**Fire Code**		
	Fire Safety		
	• Fire Safety – Inspection Fee & Permitting	Based on Valuation	
	• Underground Storage Tank Removal		
	– Residential	Based on Valuation	
	– Commercial	Based on Valuation	
	• Fire Sprinkler Permit	Based on Valuation	
	• Fire Sprinkler Plan Check	65% of permit fee	
	Fire Alarm Systems		
	• Fire Alarm Installation Permit	Based on Valuation	
	• System Retest	$110.00 per hour	
	• Fire Alarm Plan Check	65% of permit fee	
	Fire Hydrant (fireflow) Test	$180.00	
	Fire Inspection Fees		
	Square Footage Factor:		
	1 = 0 - 2,500 square feet	$20.00	
	2 = 2,501 - 7,500 square feet	$40.00	
	3 = 7,501 - 50,000 square feet	$60.00 + hourly rate of $80.00	
	4 = 50,001 square feet + >	$80.00 + hourly rate of $80.00	
	Non-compliance and Reinspection Fee	$80.00 per hour	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Primary Department	**Title**	**Rate/Fee/Charge**	**Unit**	**Code Reference (If Applicable)**
Transportation & Engineering	**Right-of-Way License** (includes projections over ROW)			
	• Application Fee	$305.00 + license rate		§3.40.010
	• Five-Year License Rate			§3.40.020
	– 1 to 1,000 square feet	$163.00		
	– 1,001 to 5,000 square feet	$218.00		
	– 5,001 to 20,000 square feet	$273.00		
	– More than 20,000 square feet	Negotiable		
Transportation & Engineering	**Right-of-Way Access/Utility Permit**			§12.16.050
	• General	$185.00		
	• Residential (1-single family or duplex; lots of record; includes erosion control)			
	– Street Only or 1 Utility Use	$235.00		
	– Multiple	$325.00		
	• Private Utility			
	– Overhead			
	Plan Check	$200 for 1st 150' + $0.10 per 1' thereafter		
	Inspection	$195 for 1st 150' + $0.10 per 1' thereafter		
	– Underground			
	Plan Check	$436.00 + $0.38 per ...	linear foot	
	Inspection	$2.10 per...	linear foot	
	– Single Service	$95.00		
Transportation & Engineering	**Street & Alley Vacation**			§12.04.020
	• Application Fee	$567.00		
	• Publishing Notice	$435.00		
	• Hearing, Ordinance, Adoption	$640.00		
	• Acquisition Cost	Up to 50% of value		
Transportation & Engineering	**Street Construction and Restoration**			§12.18.030
	• Street, Curbs, and Sidewalks			
	– Plan Check	$436 + $0.62 per...	linear foot	
	– Inspections	$2.63 per linear foot	linear foot	
	• Street Lighting			
	– Plan Check	$445.00 + $0.62 per ...	linear foot	
	– Inspections	$1.31 per...	linear foot	
	• Street Signals			
	– Plan Check	$1,318.00 per...	Signal	
	– Inspections	$1,796.00 per...	Signal	
Transportation & Engineering	**Street Disruption Fee**			§12.16.060
	• 1st year	5 times construction cost		
	• 2nd year	4 times construction cost		
	• 3rd year	3 times construction cost		
	• 4th year	2 times construction cost		
	• 5th year	1 times construction cost		
Water Resources & Sustainability	**Notice Required to Have Water Disconnected** • Disconnection of water service on a temporary or permanent basis	$30.00		§13.04.060
	Water Service • Occupant turning on penalty	$30.00		§13.04.080
Water Resources & Sustainability	**Hydrant Meter Rental** • (2½") – for construction	$1,500.00 deposit + 3" meter monthly fee + consumption		§13.04.140
	Sewer Service - Lateral Extension			§13.08.100
	•Force Main Tap-	$3,465.00		
	Utility Billing Late Penalty			§13.18.020
	• If bill not paid until after the due date	1% of late balance per utility or...		
	- minimum penalty	Water - $5.00		
		Sewer - $4.00		
		Stormwater - $1.00		
	• If past due bill is not paid 20 days after the due date	$10.00 penalty - water		
	Water Utility	$30.00 weekdays, $100.00 weekdays		

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

Water Resources & Sustainability	• Reconnection Fee	after 4:30 PM, all day weekends, & holidays		§13.18.040
	Utility Account Set-up Fees			§13.18.055
	• Owner Account Setup	$15.00		
		(Water $8.00, Sewer $5.00, Stormwater $2.00)		
	Utility Plan Check & Inspection Fees	$840.00		§13.20.030
	• Watermain			
	– Plan Check	$436.00 + $0.55 per...	linear foot	
	– Inspections	$2.99 per ...	linear foot	
	• Sewermain, Gravity			
	– Plan Check	$436.00 + $0.55 per...	linear foot	
	– Inspections	$2.99 per ...	linear foot	
	• Sewermain, Pressure			
	– Plan Check	$436.00 + $0.55 per...	linear foot	
	– Inspections	$2.99 per ...	linear foot	
	• Sewer Pump Station, Community System			
	– Plan Check	$1,273.00 for each		
	– Inspections	$1,273.00 for each		
	• Stormwater System			
	– Plan Check	$436.00 + $47.00 per...	acre	
	– Storm Pipe Plan Check	$436.00 + $0.55 per...	linear foot	
	– Stormwater Report Review	$478.00 per...	report	
	– Inspections	$3.80 per...	linear foot	
		$630.00 per...	system	
	– Resubmittals (1 hour minimum)	$100.00 per hour starting with 2nd submittal		
	• High Groundwater Reviews	$2,625.00 + $100.00 per...	hour	
	• Latecomers – Streets/Utilities	$840.00 + $100.00 per hour after 10 hours + 8%		Resolution 494
	• Bonding Agreements, Letters of Credit	$120.00		
	(providing forms and reviewing documents once complete)			
Water Resources & Sustainability	**Water Meter Testing**	$140.00		§13.04.400
	Water – Installation charge (service line & meter)	Installation	Meter Size	§13.04.360
		$3,900.00	3/4"	
		$4,300.00	1"	
		$8,100.00	1-1/2"	
		$8,400.00	2"	
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	9"	
		*	10"	
		*	12"	
	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	Installation	Meter Size	§13.04.360
		$650.00	3/4"	§13.04.360
		$760.00	1"	
		$1,300.00	1-1/2"	
		$1,600.00	2"	
	* Drop-in charges for meters larger than 2" will be the actual costs of labor and materials for furnishing & installing the meter plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	8"	
		*	10"	
		*	12"	
	Water – Connection Charges in the General Service Area	Connection Fee	Connection Size	§13.04.370
		$6,007.14	3/4"	
		$10,213.05	1"	
		$19,489.23	1-1/2"	
		$31,837.43	2"	
		$60,070.45	3"	
		$100,115.57	4"	
		$200,031.66	6"	
		$500,428.25	8"	
		$761,127.39	10"	
Water Resources &		$1,161,171.31	12"	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Sustainability	**Sewer** – Connection Charges	Charge		§13.08.090
	• Equivalent Residential Unit (ERU)	$3,264.89		
	• Accessory Dwelling Unit	$2,285.43		
	• Multi-Family Unit	$2,285.43		
	Sewer – Capacity Development Charge (CDC)	$7,806.74 per...	ERU	§13.08.090 and LOTT Resolution No. 20-002

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table V			
PUBLIC SAFETY			
Primary Department	**Title**	**Rate/Fee/Charge**	**Code Reference (If Applicable)**
Police	**Records**		
	• Accident Reports to Insurance Company	$4.00	
	• Incident Reports	$0.15 per page over 10	
Police	**Animal Services**	Pursuant to a posted schedule of fees adopted by the joint animal services comission (www.jointanimalservices.org)	§6.04.040 §6.04.060 §6.04.070
Police	**Police Alarm Systems**		
	• Installer ID Card/Renewal	$25.00 every 5 years	§8.20.070
	• Alarm Permit Reinstatement		
	• False Alarm		§8.20.100
	– 3rd within 90-day continual period	$50.00	
	– 4th within 90-day continual period	$75.00	
	– 5th and thereafter within 90-days	$150.00	
Fire	**Fire Alarm Systems**		
	• False Alarm		
	– 2nd within a calendar year	$25.00	
	– 3rd alarm and thereafter in a calendar year	$413.00 - as per WSAOFC for equipment; labor shall be charged at city costs	
Fire	**Fireworks**		§8.30.030
	• Display Fireworks Application (effective February 21, 2007)	$100.00	
Fire	**Prescribed Burning**		§8.16.035
	• Prescribed Burn Permit Application (effective September 6, 2022)	$220.00	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table VI

RECREATION

Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Parks & Recreation	**Recreation Services**		
	• All classes that require an outside instructor	City's fee 30% overhead of class instructor's fee	
	• All classes provided that utilize in-house staff	City's fee shall be in excess of out-of-expense costs by an overhead of 30%	
	• Athletic field use	$22.00 per hour	
	• Public parks – private event shelter rental		
	• 9:00am – 2:00pm	$55.00	
	• 3:00pm – 8:00pm	$55.00	
	• 9:00am – 8:00pm	$80.00	
	• Youth Baseball League	$110.00 $10.00 additional for late registrations	
	• Youth Basketball League	$120.00 $10 additional for late registrations	
	• Public Events Permit	$50.00	§12.28.020
	• Public Parks – concession/merchandise sales		§12.32.040
	0-4 hours	$30.00	
	4-8 hours	$60.00	
Executive	**Street Banners** • Banner Permit Fee	$300.00	

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table VII

UTILITY RATES

Primary Department	Title	Rate/Fee/Charge			Code Reference (If Applicable)
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area. *User fee base rates shall be established based on AWWA Standards for meter equivalency. A three-quarter inch (3/4") meter shall be used as the multiplier base.	Meter Size	Current User Fee Base		§13.04.210
		3/4"	$11.50		
		1"	$19.44		
		1-1/2"	$37.94		
		2"	$60.89		
		3"	$114.86		
		4"	$191.89		
		6"	$382.43		
		8"	*		
		10"	*		
		12"	*		
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	140% of water base rate			§13.04.220
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	§13.04.210
		Block 1	0 to 600	$3.38	
		Block 2	601 to 1,200	$3.78	
		Block 3	1,201 to 2,400	$4.46	
		Block 4	2,401 & greater	$5.86	
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	§13.04.210
		Block 1	0 to 500	$3.38	
		Block 2	501 to 1,000	$3.73	
		Block 3	1,001 to 2,000	$4.46	
		Block 4	2,001 & greater	$5.86	
	Water Monthly Consumption Rate – Non-Residential & within General Service Area	Block 2		$3.73	
	Water Monthly Consumption Rate – Irrigation & within the General Service Area	Block 3		$4.46	
	Water Fill Station Consumption Rate	Block 4		$5.86	
	Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed.	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)			§13.04.220
Water Resources & Sustainability	Sewer – Monthly City Wastewater Service Rate & within General Service Area	Type		Monthly Rate	§13.08.160
		Single-family		$26.34 (1.0 ERU)	
		Individual mobile home		$26.34 (1.0 ERU)	
		Residential Duplex		$26.34 (1.0 ERU)	
		Multifamily (>2 units)		$18.44 (0.7 ERU)	
		Mobile home (>2 units)		$26.34 (1.0 ERU)	
		Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)		Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x $26.34	
	Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed.	140% of the sewer monthly operations & maintenance use			§13.08.170
	Sewer – Monthly LOTT Wastewater Service Charge	Type		Monthly Rate	§13.08.160 and LOTT Resolution No. 24-002
		Single-family		$48.95 (1.0 ERU)	
		Individual mobile home		$48.95 (1.0 ERU)	
		Residential Duplex		$48.95 (1.0 ERU)	
		Multifamily (>2 units)		$34.26 (1.0 ERU)	
		Mobile home (>2 units)		$48.95 (1.0 ERU)	
		Type	Monthly Rate		
		Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x $48.95		
Water Resources & Sustainability	Stormwater – Monthly Account Fee	$2.45 on every developed property within the city limits			§13.12.040
	Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other property not included in the single-family or duplex category.	Unit Type		Charge	§13.12.050
		Single-family residential		$13.96	
		Each duplex-family		$13.96	
	Stormwater - Monthly Service Charge	All other developed properties not defined as single-family residential and duplex family		$13.96 x Gross Impervious Area/3,250 square feet	§13.12.060
	Stormwater – Monthly Service Charge	All mobile residence communities		($13.96 x 1,800 x available Residence Site / 3,250 square feet) + ($13.96 x Other Gross Impervious Area / 3,250 square feet)	§13.12.070

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

2026 Table VIII
Discounts, Utility Rebates & Incentives

Primary Department	Title	Rate/Fee/Charge			Code Reference (If Applicable)
Water Resources & Sustainability	**Connection Charges** - Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.				
	Water Connection Fees - (50%)	**Fee**		**Connection Size**	§13.04.070
		$3,003.57		3/4"	
		$5,106.53		1"	
	Sewer Connection Fees - (50%)	**Fee**			§13.08.090
	Equivalent Residential Unit (ERU)	$1,632.45			
	Accessory Dwelling Unit	$1,142.71			
	Multi-Family Unit	$1,142.71			
	Monthly LOTT Wastewater Service Charge (50%)	$24.47			LOTT Resolution No. 24-002
	Monthly LOTT Wastewater Service Charge Multifamily (>2 units) (50%)	$17.13			
Water Resources & Sustainability	**Life-line Program** - Low-income senior citizen and low-income disabled person rate discounts – Every qualified account on file with the City's Utility Billing section shall receive a discount of fifty percent (50%) on all utility rates as defined below.				§13.18.090
	Water Monthly Base Rate per meter – within the General Service Area (50%)	**Rate**		**Meter Size**	
		$5.75		3/4"	
		$9.73		1"	
		$18.97		1-1/2"	
		$30.45		2"	
		$57.43		3"	
		Refer to Table VII		4" or greater	
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area (50%)		**Rate per each 100 Cubic Feet**	**Volume of Water Used (Cubic Feet)**	
		Block 1	$1.69	0 to 600	
		Block 2	$1.87	601 to 1,200	
		Block 3	$2.23	1,201 to 2,400	
		Block 4	$2.93	2,401 & greater	
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area (50%)		**Rate per each 100 Cubic Feet**	**Volume of Water Used (Cubic Feet)**	
		Block 1	$1.69	0 to 500	
		Block 2	$1.87	501 to 1,000	
		Block 3	$2.23	1,001 to 2,000	
		Block 4	$2.93	2,001 & greater	
	Storm Rates - (50%)	**Rate**			
	Base Rate	$1.22			
	Monthly Service Charge	$6.98			

Exhibit J
Form of Stormwater Agreement

See attached.

AGREEMENT TO MAINTAIN STORMWATER FACILITIES AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN BY AND BETWEEN THE CITY OF TUMWATER AND COSTCO WHOLESALE CORPORATION, AND IT'S HEIRS, SUCCESSORS, OR ASSIGNS (HEREINAFTER "OWNER")

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) are essential to the protection of water resources in the CITY OF TUMWATER. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities and use of pollution source control BMPs. The authority to require maintenance and pollution source control is provided by Tumwater Municipal Code.

LEGAL DESCRIPTION:

See attached.

RECITALS:

WHEREAS, OWNER is the owner of certain real property in Thurston County, Washington, described as set forth in the legal description contained herein and referred to in this agreement as the "PROPERTY"; and

WHEREAS, in connection with the OWNER'S proposed development of the PROPERTY, the CITY OF TUMWATER has required and OWNER has agreed to construct stormwater facilities and to implement a pollution source control plan. The stormwater facilities and pollution source control plan were prepared by _for the OWNER'S PROPERTY and is on file with CITY OF TUMWATER; and

WHEREAS, OWNER has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the PROPERTY, in order to further the goals of the CITY OF TUMWATER to ensure the protection and enhancement of Tumwater's water resources, CITY OF TUMWATER and OWNER hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

(1) Implement the stormwater facility maintenance program located in the Stormwater Facilities Maintenance Guide of Volume V of the City's 2022 Drainage Design and Erosion Control Manual.

(2) Comply with Pollution Source Control Requirements located in Volume IV of the City's 2022 Drainage Design and Erosion Control Manual.

(3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by CITY OF TUMWATER at the on-site administration office, or such other location as may be designated from time to time, during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items ("problems") listed in Item (1) above shall be inspected as specified in the instructions or more frequently if necessary. OWNER is encouraged to photocopy the individual checklists in Item (2) above and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.

(4) Submit an annual report to CITY OF TUMWATER regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before August 21st of each calendar year and shall contain, at a minimum, the following:

(a) Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

(b) Time period covered by the report.

(c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book with any additional explanation needed shall normally suffice. For any activities conducted by paid parties not affiliated with OWNER, include a copy of the invoice for services.

(d) An outline of planned activities for the next year.

(5) Prevent any unauthorized modifications to the drainage system and prevent it from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions will be covered under item (4) above and shall be approved by the CITY OF TUMWATER. Modifications to the stormwater quantity control and stormwater quality system must be approved in advance by CITY OF TUMWATER and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and applications for permits.

CITY OF TUMWATER WILL, AS RESOURCES ALLOW:

(1) Provide technical assistance to OWNER in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said

assistance shall be provided upon request, as CITY OF TUMWATER time and resources permit and at no charge to OWNER.

(2) Review the annual report and conduct occasional site visits to discuss performance and problems with OWNER.

(3) Review this agreement with OWNER and modify it as necessary.

REMEDIES:

(1) If the CITY OF TUMWATER determines that maintenance or repair work is required to be done to the stormwater facility existing on the OWNER'S PROPERTY, CITY OF TUMWATER shall give OWNER, and the person or agent in control of said PROPERTY if different, notice of the specific maintenance and/or repair required. CITY OF TUMWATER shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by CITY OF TUMWATER, written notice will be sent to the persons who were given notice stating CITY OF TUMWATER'S intention to perform such maintenance and bill the OWNER for all incurred expenses. CITY OF TUMWATER may also adjust stormwater utility charges if required maintenance is not performed.

(2) If at any time CITY OF TUMWATER determines that the existing system creates any imminent threat to public health, welfare or water quality CITY OF TUMWATER may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances. All other responsibilities shall remain in effect.

(3) OWNER grants unrestricted authority to CITY OF TUMWATER for access to any and all stormwater system features for the purpose of routine inspections and/or performing maintenance, repair and/or retrofit as may become necessary under Remedies (1) and/or (2); provided, however, that CITY OF TUMWATER shall use due care and diligence in the exercise of its rights hereunder, and will not occasion (a) any interference with OWNER'S business operations on the PROPERTY; (b) any interference with customary access to or from the PROPERTY; or (c) any damage or injury to the PROPERTY and/or to any lessees, agents, employees or invitees of OWNER; and provided, further, that except for the sole purpose of making emergency repairs to remedy an imminent threat to public health, welfare or water quality, the CITY OF TUMWATER shall not perform any maintenance, repair and/or retrofitting during the months of October, November and December of any calendar year or during the operating hours of the business(es) located on the PROPERTY.

(4) OWNER shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to CITY OF

TUMWATER within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by CITY OF TUMWATER will be borne by the OWNER.

(5) OWNER hereby grants to the CITY OF TUMWATER a lien against the above-described PROPERTY in an amount equal to the cost incurred by CITY OF TUMWATER to perform the maintenance or repair work described herein, including interest and fees described in Remedies (4), above, in either case due to the default by OWNER hereunder beyond applicable notice and/or cure periods.

RESERVATION OF RIGHTS:

(1) The parties acknowledge that each party retains all rights in law and equity regarding any potential claims for injury to persons or damage to property, including, without limitation, claims that may arise from the discharge of pollutants or hazardous materials into, or from, the stormwater system via surface or groundwater flows.

This Agreement is intended to protect the value and desirability of the real PROPERTY described above and to benefit all the citizens of the CITY OF TUMWATER. It shall run with the land, and touch and concern the land, and be binding on all parties having or acquiring from OWNER or their successors any right, title, or interest in the PROPERTY or any part thereof, as well as their title, or interest in the PROPERTY or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said PROPERTY or any part thereof, or interest therein, and to the benefit of all citizens of the CITY OF TUMWATER.

[*remainder of page intentionally left blank; continued on the following page*]

Dated at _____, Washington, this _____ day of _____, 2026.

OWNER: **COSTCO WHOLESALE CORPORATION**

_____
Signature

NAME: _____
TITLE: _____
ADDRESS: _____
_____

State of Washington)
)ss
County of _____)

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____of _____to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____ _____
(Signature)
Notary Public in and for the State of (Seal or Stamp)
Washington.
My appointment expires _____.

CITY OF TUMWATER:

APPROVED as to form only:

_____
City Attorney

ACCEPTED BY:

_____
Water Resources & Sustainability Director

Exhibit A
Legal Description

See attached.

EXHIBIT A

The Land referred to herein below is situated in the County of Thurston, State of Washington, and is described as follows:

PARCEL I:

LOT 1 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

PARCEL II:

TRACT A:

LOT 2 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 1°57'20" EAST, ALONG THE WEST LINE OF SAID SECTION 10, 282.00 FEET;
THENCE NORTH 88°02'20" WEST 1268.56 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°57'40" WEST 298.34 FEET;
THENCE NORTH 88°02'20" WEST 128.42 FEET;
THENCE NORTH 33°32'47" WEST 175.00 FEET TO THE SOUTHERLY LINE OF A 30 FOOT ROAD AS SHOWN ON THE FACE OF THE UNRECORDED PLAT OF ELLIS LAND COMPANY;
THENCE NORTH 44°54'01" EAST, ALONG SAID SOUTHERLY LINE, 212.94 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88° 02' 20" EAST 85.00 FEET TO THE TRUE POINT OF BEGINNING.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACTS A AND B, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL III:

TRACT A:

LOTS 3 AND 4 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 429.1 FEET WEST OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 289 FEET; THENCE WEST 429.2 FEET;
THENCE SOUTH 1015 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO FRED SCOTT AND WIFE BY DEED DATED JULY 18, 1932 AND RECORDED IN VOLUME 142 OF DEEDS, PAGE 348;
THENCE EAST 429.2 FEET;
THENCE NORTH 726 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1, BY WARRANTY DEEDS RECORDED MAY 23, 1953 AS RECORDING NOS. 520231 AND APRIL 25, 1967 AS RECORDING NO. 759011.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL IV:

TRACT A:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40 IN TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM 332.1 FEET TO THE TRUE

POINT OF BEGINNING OP THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 104 FEET OF THE NORTH 208 FEET;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISON ROAD),BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128;

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO. 8504220088.

TRACT B:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID CORNELL CLAIM, 643.7 FEET WEST OF THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
RUNNING THENCE WEST ALONG SAID NORTH LINE OF CLAIM, 214.6 FEET, MORE OR LESS, TO A POINT 20 FEET NORTH OF THE NORTHEAST CORNER OF TRACT CONVEYED TO C.W. ROBISON AND WIFE BY DEED DATED FEBRUARY 17, 1945, AND RECORDED UNDER FILE NO 391948;
THENCE SOUTH AND ALONG THE EAST LINE OF SAID ROBISON TRACT 1,015 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TRACT CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED OCTOBER 6, 1937 AND RECORDED IN VOLUME 156 OF DEEDS, PAGE 152;
THENCE EAST ALONG THE NORTH LINE OF SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1,015.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W. (FORMERLY ROBISON ROAD) , BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425129;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO.

8504220088.

TRACT C:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 104 FEET OF THE NORTH 208 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM, 332.1 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISION ROAD) BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128.

TRACT D:

THE NORTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL V:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SECTION, TO THE NORTHWESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 1, MAYTOWN TUMWATER;
THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE, TO THE EAST LINE OF TRACT

CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED MARCH 20, 1950 AND RECORDED UNDER AUDITOR'S FILE NO. 464829;
THENCE NORTHERLY, ALONG SAID EAST LINE, TO A POINT THAT IS 1,015.25 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SECTION 9;
THENCE WESTERLY ALONG SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1015.25 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION THAT IS 643.7 FEET WESTERLY OF ITS NORTHEAST CORNER;
THENCE EASTERLY, ALONG SAID NORTH LINE, 643.7 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTH 30 FEET FOR COUNTY ROAD KNOWN AS ROBISON

ROAD;

ALSO EXCEPTING THEREFROM THAT PORTION CONDEMNED BY THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DECREE ENTERED MARCH 24, 1986 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 85-2-00660-4.

PARCEL VI:

THAT PART OF THE NORTHEAST QUARTER AND JOHN CORNELL DONATION LAND CLAIM NO. 40, IN SECTION 9, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF A 30 FOOT WIDE STRIP OF LAND RESERVED FOR ROAD PURPOSES BY ELLIS LAND COMOPANY ABUTTING THE NORTHWESTERLY AND NORTH LINES OF THAT PROPERTY CONVEYED TO FRED SCOTT AND MARTHA SCOTT, HUSBAND AND WIFE, BY DEED RECORDED DECEMBER 10, 1932 UNDER RECORDING NO. 247916;

EXCEPT THEREFROM THAT PORTION OF SAID STRIP SET FORTH IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

SAID 30 FOOT WIDE STRIP LYING NORTHWESTERLY AND NORTHERLY AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 OF THURSTON COUNTY SHORT PLAT NO. SS-2146, AS RECORDED JULY 10, 1986 UNDER THURSTON COUNTY AUDITOR'S RECORDING NO.
8607100126;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 AND ITS EXTENSION NORTH 44°52'02" EAST 419.50 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF SAID SHORT PLAT;
THENCE ALONG SAID WESTERLY EXTENSION SOUTH 88°35'49" EAST 59.71 FEET TO THE WEST END OF 30 FOOT WIDE STRIP DESCRIBED IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 02-2-00622-9 AND THE TERMINUS OF THIS LINE.

Exhibit K
Copy of SEPA Determination

See attached.

EXHIBIT K

COPY OF SEPA DETERMINATION

Community Development
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-4180

MITIGATED DETERMINATION OF NON-SIGNIFICANCE
Costco Retail Warehouse TUM-26-0624 and Costco Fuel and Carwash TUM-26-0878
SEPA No. TUM-26-0880
October 9, 2026

Description of Proposal: The applicant proposes to construct a 166,157 square foot wholesale and retail general merchandise facility with 1,008 parking spaces, a fueling facility with twenty multi-product dispensers, a drive-through car wash with associated parking (collectively, the "Costco Facility"), and the future development of the remaining land (the "Retained Development") delineated through a boundary line adjustment on a site that is approximately 55 acres. The Retained Development will proceed in two phases; the first phase ("RD Phase 1") will consist of several parcels containing approximately 8.48 acres of the larger 55-acre development, and the second phase ("RD Phase 2") will consist of a single parcel containing the remaining 14.50 acres of the larger 55-acre development.

Environmental review includes the proposed development plan and the projected build out of all parcels associated with the boundary line adjustment pursuant to WAC 197-11-060(3)(b). Pursuant to RCW 36.70B.170-.210,Tumwater Resolution R2026-019 Development Agreement will address the cost of construction of onsite and offsite improvements and environmental mitigation required for the Costco Facility and the RD Phase 1 outparcel commercial development.

Applicant: John Shaw, 730 Lake Drive, Issaquah, WA 98027.

Location of Proposal: 2413 73rd Ave. SW, Tumwater WA 98512. Tax Parcel Numbers 09230009001, 09230003000, 09230017000, 09230011001, 09230023000, & 09230011003. There are nine lots of record covered by the six tax parcels.

Lead agency: City of Tumwater, Community Development Department.

The lead agency for this proposal has determined that, as conditioned, the project does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist, the terms of the proposed Development Agreement between the City and the applicant (the "Development Agreement"), applicable local, state, and federal regulations (RCW 43.21C.240), and other information on file with the lead-agency. This information is available to the public on request.

RCW 36.70B.170(3)(c) authorizes the City to enter into development agreements that address mitigation measures, development conditions, and other requirements under chapter 43.21C RCW." As described in the Development Agreement, including Paragraph 11 thereof, this MDNS assumes that the applicant will comply with the terms of the Development Agreement addressing project mitigation and all City ordinances and development standards governing the type of development proposed, including but not limited to, street standards, storm water

standards, high groundwater hazard areas ordinance standards, water and sewer utility standards, critical areas ordinance standards, tree protection standards, zoning ordinance standards, land division ordinance standards, building and fire code standards, and level of service standards relating to traffic. Pursuant to RCW 36.70B.170(3)(c) and RCW 43.21C.240, the mitigation established in the Development Agreement and by these ordinances and standards mitigate the adverse environmental impacts of the proposed development below the threshold of significance.

This Mitigated Determination of Nonsignificance is based on the project as it is proposed, and the impacts and potential mitigations measures reflected in the applicants' environmental documents and the Development Agreement (which Development Agreement was, for clarity, specifically negotiated to address such impacts and mitigation measures).

Reliance on Existing Plans, Laws, and Regulations

The City of Tumwater has determined that the requirements of environmental analysis, protection, and mitigation measures have been addressed in the City's development regulations and Comprehensive Plan adopted under Chapter 36.70A RCW; in other applicable local, state, or federal laws or rules, as provided by RCW 43.21C.240 and WAC 197-11-158, and in the Development Agreement;

Pursuant to RCW 36.70B.l70(3)(c), the City finds that the Development Agreement addresses the "mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW" that are applicable to the Costco Facility and RD Phase 1. Further, pursuant to RCW 43.21C.240(1-7), the City finds that the mitigation measures in the Development Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Costco Facility and RD Phase 1.

Pursuant to RCW 36.70B.130(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety. As provided for in Paragraph 11 of the Development Agreement, the City's Designated Official may require further SEPA review and mitigation for the Costco Facility and RD Phase 1 to the extent that an implementing permit or regulatory approval, or requested modification meets the following conditions:

i. The City concludes that a requested permit or regulatory approval application is likely to cause probable, unmitigated, significant, adverse environmental impacts that have not been previously analyzed in existing SEPA environmental documents or other local, state, or federal regulations, as described in RCW 43.21C.240;

ii. The City concludes, pursuant to WAC 197-11-600(3)(B)(i) and (ii), that substantial changes have been made to the Costco Facility and/or RD Phase 1 that are likely to have significant, adverse impacts that have not been previously analyzed in the existing SEPA environmental documents or RCW 43.21C.240 review; or

iii. As otherwise required by WAC 197-11-070 and WAC 197-11-660.

Environmental documents submitted as part of the application include:

- SEPA Checklist (Core States Group, June 2026)
- Geotechnical & Hydrogeological Engineering Report (Kleinfelder, June 2026)
- Mazama Pocket Gopher (Thomomys Mazama) Absence Report (Land Services Northwest, July 2025)
- Preliminary Stormwater Site Plan (Core States Group, June 2026)
- Tree Protection Plan (Washington Forestry Consultants, Inc June 2026)
- Traffic Impact Study (Kittelson, September 2026)
- Parking Needs Study (Kittelson, June 2026)
- Photometric Site Plan (T.E., Inc, June 2026)
- Preliminary Landscape Plan (Core States Group, June 2026)
- Water and Sewer Availability (City of Tumwater, June 2026)
- Site Development Application Drawings including Site Plan and Building Design Drawings (Site Plan Review Package submitted to the City on 7/2/26. Site plans dated 6/15/26. Elevations and perspectives dated 11/2025).

Findings:

1. The City has developed a SEPA improvement project for the Tumwater Boulevard/Interstate 5 interchange that includes intersection improvements to address safety directly attributable to increased traffic from development.
2. The Tumwater Boulevard/Interstate 5 southbound intersection currently operates at an acceptable Levels of Service (LOS). The Traffic Impact Study (TIS) shows 2026 traffic conditions with the project trips exceed Washington State Department of Transportation (WSDOT) LOS thresholds. WSDOT reviewed the TIS and requested mitigation in the form of installation of CCTV at the southbound ramp to observe queue lengths, as well as signal and intersection modifications.
3. The proposed development of the Costco Facility and RD Phase 1 creates a new intersection on Tumwater Boulevard with the extension of Tyee Drive. The traffic impact study shows that trips generated by the development of the Costco Facility and commercial lots 3 through 8 (i.e., RD Phase 1), as well as pipeline projects and future development growth, will create a level of service failure at the intersection of Tumwater Boulevard and the newly constructed Tyee Drive.
4. Development of Lot 9 as part of the RD Phase 2 development and the extension of Tyee Drive creates a new intersection on Prine Drive and Tyee Drive. The traffic impact study shows that trips generated by the development on that parcel, as well as pipeline projects and future development growth, will create a level of service failure at the intersection of Prine Drive and the newly constructed Tyee Drive.
5. Development of Lot 9 creates new trips to the intersection of Prine Drive and Littlerock Road. The traffic impact study shows that trips generated by development on Lot 9 parcel, as well as pipeline projects and future development growth, will create a level of service failure for the westbound left-turn movement at the intersection of Prine Drive and Littlerock Road.

Mitigation Measures:

1. Subject to the Development Agreement, for development of any lot, the applicable project shall either:
   a. Construct a roundabout at the northbound Interstate 5 On/Off Ramp and Tumwater Boulevard intersection prior to issuance of any Certificate of Occupancy, complete intersection modifications, signal modifications, and the installation of CCTV systems satisfactory to WSDOT at the southbound Interstate 5 On/Off Ramp; OR
   b. Voluntarily pay a mitigation fee of $4,264.00 per peak trip generated by this project under RCW 82.02.020 with the issuance of any building permit, which would be used as described herein:
   Tumwater Boulevard/Interstate 5 Interchange: The City's planned transportation improvements at the Tumwater Boulevard/Interstate 5 interchange include converting the interchange to a roundabout diamond interchange by replacing the southbound on/off ramp signal and northbound stop-controlled intersections with roundabouts. The project estimates 656 total new trips to the interchange for Lots 1 and 2, 88 total new trips to the interchange for lots 3 through 8, and 76 new trips to the interchange for Lot 9.
2. Prior to issuance of the first Certificate of Occupancy for the development, the project shall:
   a. Construct a multi-lane roundabout traffic control at the intersection of Tyee Drive and Tumwater Boulevard in accordance with City of Tumwater standards; and
   b. Dedicate right-of-way for the future Tyee Drive connection from the Costco South Access roundabout to Prine Drive and along the site frontage of Prine Drive.
3. Prior to issuance of any Certificate of Occupancy for development on Lot 9 (i.e., RD Phase 2), the project shall:
   a. Construct transportation improvements to Tyee Drive connecting to Prine Drive as shown on the approved civil plans;
   b. Dedicate right-of-way to contribute to a future single lane roundabout at the intersection of Tyee Drive and Prine Drive;
   c. Construct a stop-controlled intersection at the Tyee Drive and Prine Drive intersection;
   d. Construct transportation improvements along the entire frontage of Lot 9 and the portion of Lot 1 that fronts Prine Drive, as shown on the approved civil plans;
   e. Reconstruct Prine Drive to meet current urban standards by providing two eleven foot vehicle lanes, two four foot paved shoulders, and upgraded structural section, including relocation of existing facilities and other improvements as necessary from the project frontage limits on Prine Drive to the intersection of Littlerock Road;
   f. For the intersection of Littlerock Road and Prine Drive, one of the following shall occur:

i. Construct a two-way left turn lane on Littlerock Road at Prine Drive; or
ii. Construct dedicated right and left turn lanes on Prine Drive onto Littlerock Road; or
iii. Reanalyze and propose an alternative mitigation addressing the level of service failure.

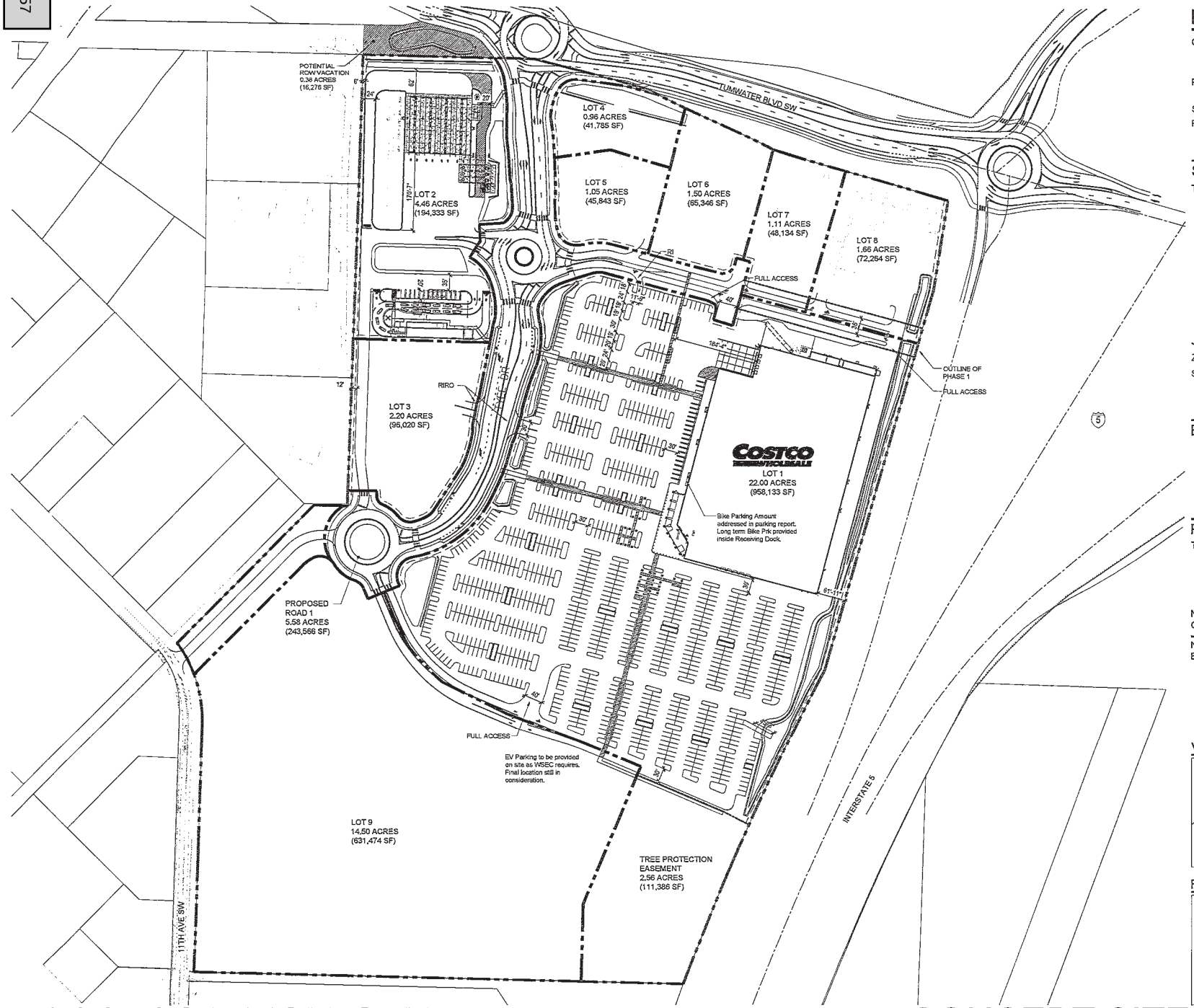
This MDNS is issued under WAC 197-11-350; the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted no later than October23, 2026, by 5:00 p.m.

Date: October 9, 2026

Responsible Official: Tami Merriman for Brad Medrud, AICP
Community Development Director

Contact person: Tami Merriman, Permit Manager
555 Israel Road SW
Tumwater, WA 98501
tmerriman@ci.tumwater.wa.us

Appeals of this MDNS must be made to the City of Tumwater Community Development Department, no later than October 29, 2026, by 5:00 p.m. All appeals shall be in writing, be signed by the appellant, be accompanied by a filing fee of $2,000.00 and set forth the specific basis for such appeal, error alleged, and relief requested.



PROJECT DATA

CLIENT:	COSTCO WHOLESALE 730 LAKE DRIVE ISSAQUAH, WA 98027
PROJECT ADDRESS:	SWC OF I-5 & TUMWATER BLVD TUMWATER, WA
SEC, TWN, RNG:	09-17N-02W
PARCEL #'S:	0923001-1001, 0923001-1003, 0923001-3000, 0923001-7000, 0923001-9001, 0923002-3000, 1271022-0100

SITE DATA:

TOTAL SITE AREA:	55.02 ACRES	(2,396,898 SF
INCLUDES:		
LOT 1 WAREHOUSE	22.00 ACRES	(958,133 SF
LOT 2 GAS & CAR WASH	4.46 ACRES	(194,333 SF
LOT 3	2.20 ACRES	(96,020 SF
LOT 4	0.96 ACRES	(41,785 SF
LOT 5	1.05 ACRES	(45,843 SF
LOT 6	1.50 ACRES	(65,346 SF
LOT 7	1.11 ACRES	(48,134 SF
LOT 8	1.66 ACRES	(72,264 SF
LOT 9	14.50 ACRES	(631,474 SF
TREE PROTECTION EASE. PART OF LOT 1.	2.56 ACRES	(111,386 SF
PROPOSED TYEE DR ROW	5.58 ACRES	(243,566 SF
JURISDICTION:	CITY OF TUMWATER	
ZONING:	TO BE DETERMINED	

SETBACKS:	REQUIRED		ACTUAL	
	FRONT:	TBD	FRONT:	TBD
	SIDE:	TBD	SIDE:	TBD
	REAR:	TBD	REAR:	TBD

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA:	166,157 SF
INCLUDES:	
NET SALES FLOOR	158,262 SF
GROSS MECHANICAL /FIRE /MSB /HALLWAY	2,407 SF
ENCLOSED CANOPY	4,012 SF
BUILDING ENVELOPE	1,476 SF

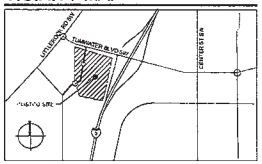
PARKING DATA:

TOTAL PARKING:	1,022 STALLS
INCLUDES:	
10' WIDE STALLS	989 STALLS
ACCESSIBLE STALLS	19 STALLS
10' WIDE STALLS - CARWASH	13 STALLS
ACCESSIBLE STALLS - CARWASH	1 STALLS
NUMBER OF STALLS PER 1000 SF OF BUILDING AREA:	6.15 STALLS

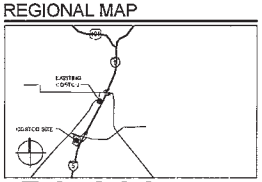
NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

0 40' 80' 160'
1" = 80'-0"

VICINITY MAP



REGIONAL MAP



COSTCO WHOLESALE

STREET
CITY, STATE

MG2

24-6072-01
JUNE 15, 2026

CONCEPT
SITE PLAN

DD11-09

COSTCO WHOLESALE

TUMWATER, WASHINGTON

CONCEPT SITE PLAN

JUNE 15, 2026

STAFF REPORT

Date: November 2, 2026
To: City Council
From: Paul Simmons, City Administrator, and Brad Medrud, Community Development Director

Resolution No. R2026-019 – Costco Development Agreement

1. Recommended Action

Authorize the Mayor to sign the development agreement with the Costco Wholesale Corporation.

The development agreement was discussed at the September 8, 2026, City Council work session.

2. Development Permit Approvals

Costco has submitted land use applications for a new retail warehouse, fuel station, and car wash that are currently under review by the City. A complete project description and all the application materials and a site plan for the project can be found here. Costco is also looking at developing two separate phases of outlots.

The land use applications completed the City's Notice of Application process on August 12, 2026. Public comments on the Notice of Applications were received, reviewed by staff, and sent to the Costco consultant team for their response.

The State Environmental Policy Act (SEPA) Mitigated Determination of Nonsignificance (MDNS) was issued for the project on October 9, 2026, the comment period on the MDNS ended October 23, 2026, and the appeal period on the MDNS ended October 29, 2026. Three written comments were received on the MDNS.

The next step in the land use review process is completing the Notice of Decision process, which will be started after the City Council authorizes the Mayor to sign the development agreement. Approval of the land use applications is an administrative process.

It is anticipated that once the land use approval process is complete, permit applications for construction of the buildings and site improvements will be submitted for review and approval.

3. Development Agreement

Given the complexity of the construction and funding of the public infrastructure improvements for the project, in addition to the development permit approvals above, Costco and the City are seeking concurrence on a development agreement. The primary purpose of the agreement is to address the infrastructure improvements that will be required for the project and are part of the City's

Comprehensive Plan. The infrastructure improvements would support the project and provide a public benefit.

A development agreement is a voluntary contract between the City of Tumwater and a property owner in the City, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property. Although two parties coming to an understanding on a development agreement is voluntary, once approved a development agreement is binding on the parties and their successors as contracts and, as such, are legally different from the City's development permit approvals.

A development agreement provides assurances to the developer that the development regulations that apply to the project will not change during the term of the agreement and it addresses the timing and construction of public improvements by the developer, as well as other issues.

Under the State's Growth Management Act and SEPA, the City has authority to enter into a development agreement with a property owner wherein the City and property owner agree to development standards and other provisions that shall apply and vest to the development, use, and mitigation of the property.

The City Council must hold a public hearing prior to approving a development agreement.

The table below summarizes the primary issues that the City's development agreement with Costco is intended to address.

Issue	Summary
Scope	The agreement would cover development of the proposed Costco new retail warehouse, fuel station, and car wash as well as Phase 1 of the development of the outlots.
Term	10 years from date of signature on development agreement.
Development Code	The agreement would vest the development to the City's existing development regulations as of the effective date of the agreement for the term of the agreement. The final project design will be consistent with the development regulations as set forth in the development agreement. Regulations related to stormwater detention and treatment and building codes are not vested. The City Council would be able to modify one or more of the City's development regulations during the term of development agreement to address a serious threat to public health or safety.
Utility Improvements	Costco will construct water and sewer mains large enough to serve their development and future development. The City will reimburse Costco for the difference.
Tree Protection Easement	Costco will set aside currently forested portion of the site of approximately 2.56 acres to meet the City's tree retention requirements for all phases of their project.

Issue	Summary
SEPA	The SEPA Threshold Determination for the project will be incorporated into the development agreement.
Transportation Improvements	• Costco will dedicate and construct an extension of **Tyee Drive SW** south from Tumwater Boulevard south to a new roundabout at the southern edge of the new Costco retail warehouse. The City will reimburse Costco for the construction of the extension. • Costco will dedicate right-of-way for the eventual **extension of Tyee Drive** SW from the new roundabout at the southern edge of the new Costco retail warehouse to Prine Drive SW. • Costco will dedicate a portion of the land and construct a new **Tyee Drive SW and Tumwater Boulevard SW roundabout**. Depending on the timing of the construction, the City will work with Costco on a street reimbursement agreement to allow Costco to seek reimbursement from later development. • The City will design and construct a new **northbound I-5 off-ramp and Tumwater Boulevard roundabout**. Costco will reimburse the City for a portion of the costs.
Traffic Impact Fees	Costco will be given credit on the traffic impact fees paid on their existing site to be used on their new site.

4. Approval Process for the Development Agreement

Once the City issues the SEPA Threshold Determination, the City Council meeting date for a public hearing and approval of the development agreement will be set.

Resolution No. R2026-019
Costco Development Agreement

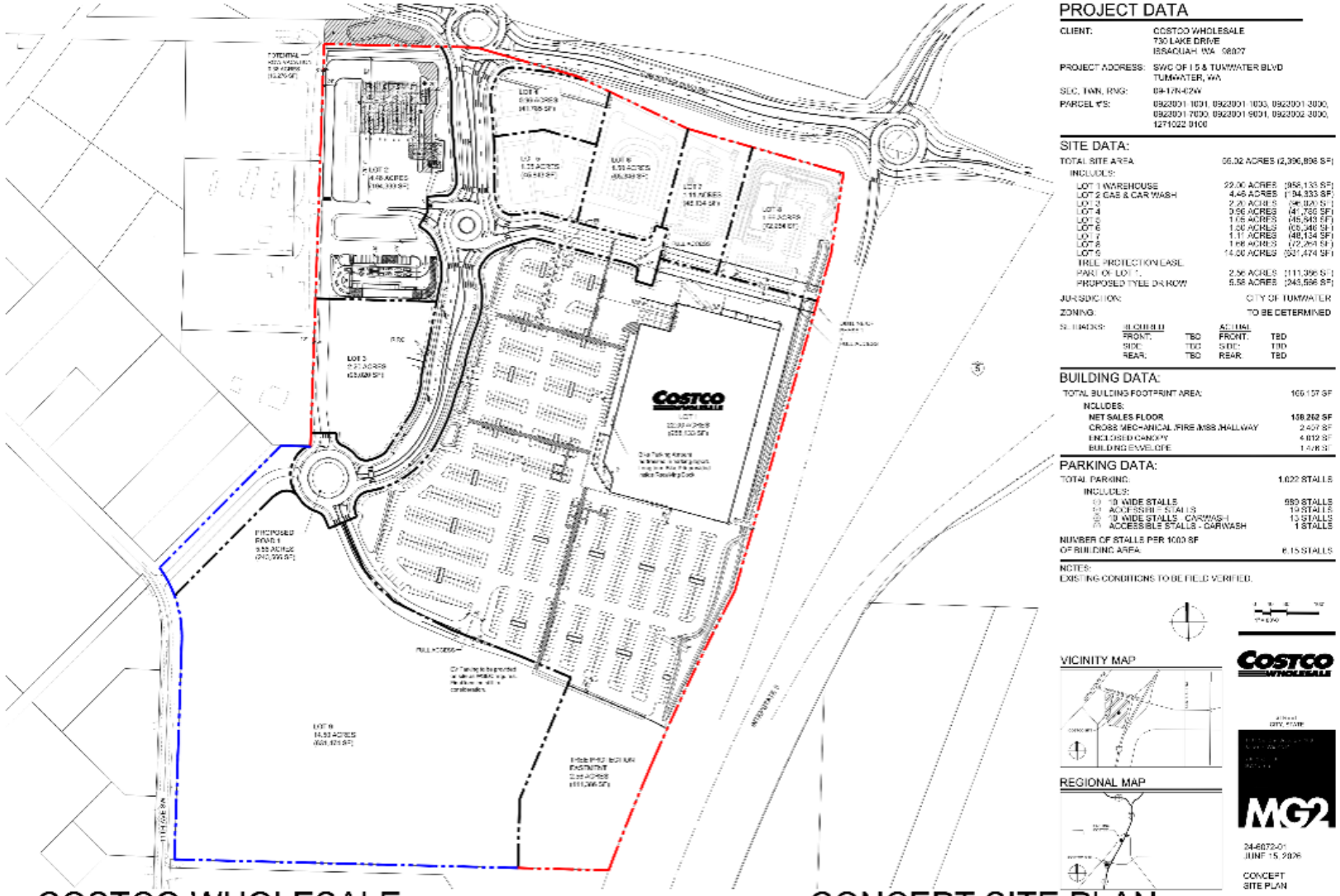
City Council Public Hearing, November 2, 2026

City Council Action

Conduct a public hearing on the development agreement with the Costco Wholesale Corporation, consisting of the following steps:

1. Staff Presentation
2. Public testimony
3. City Council Discussion
4. City Council vote on whether to authorize the Mayor to sign the agreement

Site Plan


COSTCO WHOLESALE
TUMWATER, WASHINGTON
CONCEPT SITE PLAN
JUNE 15, 2026
PROJECT DATA
CLIENT: COSTCO WHOLESALE
730 LAKE DRIVE
ISSAQUAH, WA 98027
PROJECT ADDRESS: SWC OF I-5 & TUMWATER BLVD
TUMWATER, WA
SEC, TWN, RNG: 09-17N-02W
PARCEL #'S: 0923001-1001, 0923001-1003, 0923001-3000, 0923001-7000, 0923001-9001, 0923002-3000, 1271022-0100
SITE DATA:
TOTAL SITE AREA: 66.02 ACRES (2,876,836 SF)
INCLUDES:
LOT 1 WAREHOUSE 22.00 ACRES (958,133 SF)
LOT 2 GAS & CAR WASH 4.48 ACRES (194,933 SF)
LOT 3 2.20 ACRES (96,020 SF)
LOT 4 0.90 ACRES (41,786 SF)
LOT 5 1.05 ACRES (45,543 SF)
LOT 6 1.50 ACRES (65,346 SF)
LOT 7 1.11 ACRES (48,134 SF)
LOT 8 1.66 ACRES (72,269 SF)
LOT 9 14.00 ACRES (621,474 SF)
TREE PROTECTION EASE.
PART OF LOT 1 2.56 ACRES (111,396 SF)
PROPOSED TYEE DR ROW 5.58 ACRES (243,596 SF)
JURISDICTION: CITY OF TUMWATER
ZONING: TO BE DETERMINED
SETBACKS: REQUIRED ACTUAL
FRONT: TBD FRONT: TBD
SIDE: TBD SIDE: TBD
REAR: TBD REAR: TBD
BUILDING DATA:
TOTAL BUILDING FOOTPRINT AREA: 169,157 SF
INCLUDES:
NET SALES FLOOR 158,262 SF
CROSS MECHANICAL/FIRE/MBB/HALLWAY 2,407 SF
ENCLOSED CANOPY 4,812 SF
BUILDING ENVELOPE 1,476 SF
PARKING DATA:
TOTAL PARKING: 1,022 STALLS
INCLUDES:
9' WIDE STALLS 980 STALLS
ACCESSIBLE STALLS 19 STALLS
9' WIDE STALLS - CARWASH 13 STALLS
ACCESSIBLE STALLS - CARWASH 1 STALLS
NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 6.15 STALLS
NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.
VICINITY MAP
REGIONAL MAP
COSTCO WHOLESALE
MG2
24-6072-01
JUNE 15, 2026
CONCEPT SITE PLAN
DD11-09

Land Use Approval Process

July 2026 – Costco submitted land use applications for a new retail warehouse, fuel station, and car wash

- A complete project description, all the application materials, and a site plan are posted on the City's website
- The land use applications are administrative approvals
- Costco is also looking at developing two separate phases of outlots

Land Use Approval Process

- Notice of Application issued July 29, 2026, the comment period ended August 12, 2026
- SEPA Threshold Determination issued October 9, 2026, the comment period ended October 23, 2026, and the appeal period ended October 29, 2026

Costco Development Agreement

- Given the complexity of the construction and funding of the project's public infrastructure improvements, Costco and the City are seeking concurrence on a development agreement
- The primary purpose of the agreement is to address the project's infrastructure improvements, which will support the project and provide a public benefit

Development Agreements – What They Are

A development agreement is a voluntary contract between the City and a property owner that:

- Details the obligations of both parties
- Specifies the standards and conditions that will govern development of the property
- Addresses the timing and construction of public improvements by the developer, as well as other issues
- Provides assurances to the developer that the development regulations that apply to the project will not change during the term of the agreement

Development Agreements Are Contracts

- Under the State law, the City has authority to enter into a development agreement with a property owner
- The City Council must hold a public hearing prior to approving a development agreement
- Although coming to an understanding on a development agreement is voluntary, once approved, it binds the parties and their successors contractually
- As a contract it is legally different from the City's development permit approvals

Development Agreement Issues

Issue	Summary
Scope	• Development of the Costco new retail warehouse, fuel station, and car wash as well as Phase 1 of the outlots • Outside of designating a project-wide tree tract, Phase 2 of the development is not part of the agreement
Term	• 10 years from approval of the development agreement
Development Code	• The development is vested to the City's existing development code for the 10-year term agreement • Regulations related to stormwater and building codes are not vested

Development Agreement Issues

Issue	Summary
Utility Improvements	• Costco will construct water and sewer mains large enough to serve their development and future development • The City will reimburse Costco for the difference
Tree Protection Easement	• Costco will set aside a currently forested portion of the site of approximately 2.56 acres to meet the City's tree retention requirements for all phases of their project
SEPA	• The SEPA Threshold Determination for the project will be incorporated into the development agreement
Traffic Impact Fees	• Costco will be given credit on the traffic impact fees paid on their existing site to be used on their new site

Development Agreement Issues

Issue	Summary
Transportation Improvements	• Costco will dedicate and construct an extension of **Tyee Drive SW** south from Tumwater Boulevard, and the City will reimburse Costco for the construction of the extension • Costco will dedicate right-of-way for the eventual **extension of Tyee Drive** SW from the new roundabout at the southern edge of the new Costco retail warehouse to Prine Drive SW • Costco will dedicate land and construct a new **Tyee Drive SW and Tumwater Boulevard SW roundabout, which may require** a street reimbursement agreement • The City will design and construct a new **northbound I-5 off-ramp and Tumwater Boulevard roundabout**, and Costco will reimburse the City for a portion of the costs

Next Steps

- The next step in the land use review process is completing the Notice of Decision process, which will be started after the City Council authorizes the Mayor to sign the development agreement
- It is anticipated that once the land use approval process is complete, permit applications for construction of the buildings and site improvements will be submitted for review and approval

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 2, 2026

SUBJECT: Ordinance No. O2026-021, Ad Valorem for Regular Property Taxes for the Fiscal Year 2027

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1) Recommended Action:

Place Ordinance O2026-021, Ad Valorem for Regular Property Taxes for the Fiscal Year 2027 on the November 17, 2026 consent agenda for adoption.

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2) Background:

Ordinance O2026-021 is necessary to certify the property tax levy for the City and, indirectly, also determine the property tax rate. An approved Ordinance must be forwarded to the Thurston County Assessor's Office, along with the levy certification, by November 30, 2026, in order to establish the tax levy for fiscal year 2027.

Washington State Statutes limit property tax increases to the lesser of one percent (1%) or the Implicit Price Deflator (as published by the Washington Department of Revenue). The latter is 3.876 percent.

A one percent increase over our actual 2026 levy amounts to $118,986. This does not include the County Assessor's consideration of any possible adjustments from successful challenges to assessed value, technical corrections in value, increases resulting from additional new construction, assessed utilities property value, or granting of exemptions per RCW 84.69.180. The 2027 property tax levy related to new construction is estimated to be $151,383 based on estimated new construction of $86,504,950. The levy rate will go from $1.75 to an estimated rate of $1.75 for 2027.

The City plans to use its banked capacity of approximately $420,000. Banked capacity is created when the City levies less than the amount allowed by law.

The City also plans to claim its refund levy of $541,728. A refund levy results from successful appeals of property tax valuations. The City is allowed to reclaim this levy the following tax year or bank the capacity for future years.

Since the valuations are not finalized, the 2027 levy is considered to be an estimate. The final assessed value is certified by the Thurston County Assessor and Washington State Department of Revenue in early January 2027.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Do not pass the Ordinance, maintain property taxes at the 2026 level, and bank the allowable levy increase.
- ❑ Change the levy increase to something less than stated above.

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5) Fiscal Notes:

This ordinance authorizes Tumwater's 2027 property tax levy necessary to fund core government services.

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6) Attachments:

A. Exhibit A – Ordinance No. O2026-021 Ad Valorem for Regular Property Taxes for the Fiscal Year 2027

Attachment A

ORDINANCE NO. O2026-021

AN ORDINANCE of the City Council of the City of Tumwater, Washington, relating to finance and setting the amount fixed for the regular levy of property tax necessary to raise the amount of revenues for essential expenditures for the City of Tumwater for the fiscal year 2027.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, November 2, 2026, to consider an increase in property tax revenues from January 1, 2027 to December 31, 2027; and

WHEREAS, the Thurston County Assessor's Office provides the City with the new assessed valuation for all existing properties and all new construction, improvements to property, annexations, and state-assessed utility property; and

WHEREAS, the Implicit Price Deflator (IPD) used for calculation of the property tax increase for setting the 2027 levy amount was 3.876 percent as reported by the Washington Department of Revenue; and

WHEREAS, the City of Tumwater desires to levy the remaining $420,000 of banked capacity from years 2024 and 2025; and

WHEREAS, the City of Tumwater desires to claim the 2026 refund levy of $541,728; and

WHEREAS, the City Council desires to limit the rate to $3.10 per $1,000 of assessed value, plus administrative refunds; and

WHEREAS, the population of the City of Tumwater is more than 10,000; and

WHEREAS, for taxing districts with populations of 10,000 or greater, the limit factor for property taxes due in 2027 is 101 percent.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. An increase in the regular property tax levy, based on the limit factor for property taxes, banked capacity, and the refund levy is hereby authorized for the levy to be collected in the 2027 tax year. This levy results in a $1,080,714 increase which includes a $118,986 increase and a 1.00% change from the 2026 regular levy amount as set forth in RCW 84.55.120, an increase of $420,000 (3.5%) of banked capacity, and an increase of $541,728 (4.55%) for the 2026 refund levy.

Certification of the levy shall not exceed the $3.10 limit per $1,000 of assessed value plus administrative refunds.

Section 2. This amount to be levied, as stated in Section 1 above, is exclusive of any additional revenue from refunds made, new construction, or any other adjustments made by the County Assessor.

Section 3. On or before the 30th day of November 2026, the Finance Director or designee shall file with the Clerk of the Thurston County Board of Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied on property within the City of Tumwater.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this 17th day of November 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 2, 2026

SUBJECT: Ordinance No. O2026-020 2027-2028 Proposed Budget

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1) Recommended Action:

Hold a public hearing related to the Mayor's proposed budget.

---

2) Background:

The Mayor proposed the 2027-2028 budget, and staff has presented four budget workshops to date. This is the first of two required public hearings related to the budget. Staff will provide a brief overview of the proposed budget, then the Mayor will open the public hearing.

---

3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

---

4) Alternatives:

- ❑ None. State law requires two public hearings prior to final adoption of the budget on December 1. This satisfies that requirement.

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5) Fiscal Notes:

The Mayor's proposed budget is located here:
https://www.ci.tumwater.wa.us/departments/finance-department/city-budget

---

6) Attachments:

A. Ordinance O2026-020 2027-2028 Proposed Budget
B. Exhibit A – proposed budget
C. Exhibit B-1 – Salary Schedule 32-hour work week
D. Exhibit B-2 – Salary Schedule 40-hour work week

CITY OF TUMWATER

2027 - 2028 Proposed Budget

All Fund Summary

Exhibit A

	FUNDS BY TYPE	Beginning Fund Balance	+	Revenues	=	Total Resources	-	Expenditures	=	Ending Fund Balance	Appropriation
General Fund											
001	General Government	$ 25,308,811		$ 121,600,025		$ 146,908,836		$ 129,111,149		$ 17,797,687	$ 129,111,149
002	Levy Lid Lift	1,194,781		4,050,000		5,244,781		3,377,429		1,867,352	$ 3,377,429
007	Permit Reserve	784,000		40,000		824,000		-		824,000	$ -
008	Emergency Reserve	2,144,410		2,000		2,146,410		-		2,146,410	$ -
009	Facilities Reserve Fund	1,870,690		100,000		1,970,690		-		1,970,690	$ -
012	Recreation Special Programs	75,318		142,400		217,718		167,250		50,468	$ 167,250
015	Parks Board	147,000		25,000		172,000		60,000		112,000	$ 60,000
016	E-Link & Fiberoptics	975,000		140,000		1,115,000		361,000		754,000	$ 361,000
017	Historical Commission	35,000		1,000		36,000		20,000		16,000	$ 20,000
018	K-9	3,100		50		3,150		2,000		1,150	$ 2,000
019	US Flag Recognition Fund	14,000		500		14,500		1,100		13,400	$ 1,100
020	Habitat Conserv Plan (new)	-		-		-		-		-	$ -
022	Abatement (new)	-		-		-		646,087		(646,087)	$ 646,087
	TOTAL GENERAL FUND AS BUDGETED	32,552,110		126,100,975		158,653,085		133,746,015		24,907,070	133,746,015
Special Revenue Funds											
104	Public Safety Sales Tax	$ 1,632,258		$ 4,450,256		$ 6,082,514		$ 3,171,316		$ 2,911,198	$ 3,171,316
105	Affordable Housing Sales Tax Fund	88,989		134,500		223,489		128,500		94,989	$ 128,500
107	Domestic Violence Prevention Fund	3,571		1,200		4,771		4,600		171	$ 4,600
108	Drug & Other Seizure Fund	26,270		5,000		31,270		25,000		6,270	$ 25,000
109	Lodging Tax Fund	1,063,680		890,000		1,953,680		1,093,110		860,570	$ 1,093,110
111	Development Fees Fund	12,061,893		8,320,000		20,381,893		11,934,975		8,446,918	$ 11,934,975
120	Barnes Lake Management District Fund	4,649		49,539		54,188		47,900		6,288	$ 47,900
130	Tumwater Transportation Benefit District	2,721,021		5,514,595		8,235,616		7,033,643		1,201,973	$ 7,033,643
Debt Service Funds											
200	General Obligation Debt Service Fund	$ -		$ 9,298,545		$ 9,298,545		$ 9,135,834		$ 162,711	$ 9,298,545
Capital Project Funds											
303	General Government CFP Fund	$ 60,000,000		$ 31,905,258		$ 91,905,258		$ 72,664,563		$ 19,240,695	$ 91,905,258
304	Transportation CFP Fund	10,560,000		29,332,379		39,892,379		38,685,000		1,207,379	39,892,379
Proprietary Funds											
400	Water Utility Fund	$ 16,468,722		$ 59,274,932		$ 75,743,654		$ 66,161,850		$ 9,581,804	$ 75,743,654
401	Sewer Utility Fund	16,871,746		41,347,021		58,218,767		49,819,158		8,399,609	58,218,767
411	Storm Utility Fund	10,392,308		24,752,813		35,145,121		26,511,653		8,633,468	35,145,121
480	Golf Course Fund	-		5,887,368		5,887,368		5,887,368		-	5,887,368
Internal Service Funds											
501	Fleet ER & R Fund	$ 3,829,870		$ 4,890,872		$ 8,720,742		$ 5,021,691		$ 3,699,051	$ 8,720,742
502	IT ER & R Fund	2,593,680		3,643,252		6,236,932		6,100,612		136,320	6,236,932
	GRAND TOTAL	**$ 170,870,767**		**$ 355,798,505**		**$ 526,669,272**		**$ 437,172,788**		**$ 89,496,484**	**$ 488,233,825**

ORDINANCE NO. O2026-020

AN ORDINANCE of the City Council of the City of Tumwater, Washington, adopting the biennial budget for the City of Tumwater, Washington, for the fiscal period beginning January 1, 2027, and ending December 31, 2028.

WHEREAS, the Mayor of the City of Tumwater, Washington, completed and placed on file with the Finance Director a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City including salaries and wages as shown in each fund's or department's salary and wages expenditure line item; and a notice was published that the City Council would meet on the 2nd of November 2026 and on the 17th of November 2026 at or around the hour of 7:00 p.m., at the Council Chambers in the City Hall for the purpose of making and adopting a budget for the two year fiscal period of January 1, 2027, to December 31, 2028, ("2027-2028 Budget") and giving taxpayers within the limits of the City an opportunity to be heard about the 2027-2028 Budget; and

WHEREAS, the City Council did meet at City Hall on November 2, 2026, and November 17, 2026, and considered the matter of the 2027-2028 Proposed Budget; and

WHEREAS, the 2027-2028 Budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Tumwater for the purposes set forth in the 2027-2028 Budget, and the estimated expenditures in each fund set forth in the 2027-2028 Budget are all necessary to carry on the government of the City for fiscal years 2027-2028 and are all necessary to meet the various needs of the City during that period;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF TUMWATER, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The biennial budget for the City of Tumwater, Washington, for the fiscal years 2027-2028 is hereby adopted at the fund level as set forth in the document entitled "City of Tumwater 2027-2028 Biennial Budget" a copy of which is on file in the Finance Department.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Tumwater and aggregate totals for all such funds combined for the 2027-2028 biennium, are set forth in the attached Exhibit A and are hereby appropriated for expenditure at the fund level during the 2027-2028 biennium.

Section 3. The Salary Schedule set forth in Exhibit B and all salaries and wages as shown in each department's and fund's detail budget reports as included in the budget document are adopted.

Section 4. The Finance Director is directed to transmit a certified copy of the City of Tumwater 2027-2028 Biennial Budget to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 6. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 7. Effective Date. This ordinance shall take effect five days after passage, approval and publication.

ADOPTED this 1st day of December, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

2026 Tumwater Salary Band Compensation Schedule

Exhibit B-1

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	18	$50,832 **$4,236**	$53,364 **$4,447**	$56,040 **$4,670**	$58,848 **$4,904**	$61,788 **$5,149**	$64,872 **$5,406**	$68,112 **$5,676**
	19	$53,374 **$4,447**	$56,032 **$4,670**	$58,842 **$4,904**	$61,790 **$5,149**	$64,877 **$5,406**	$68,116 **$5,676**	$71,518 **$5,960**
	20	$56,042 **$4,670**	$58,844 **$4,904**	$61,787 **$5,149**	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**
Department Assistant I	21	$58,844 **$4,904**	$61,787 **$5,149**	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**
Accounting Assistant I Building Maintenance Worker I Department Assistant II Golf Maintenance Worker I Parks Maintenance Worker I Records Clerk	22	$61,787 **$5,149**	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**
Accounting Assistant II Golf Maintenance Worker II Parks Maintenance Worker II	23	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**
Accounting Technician Department Assistant III Permit/Planning Technician	24	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**

2026 Tumwater Salary Band Compensation Schedule

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Administrative Assistant Arts Specialist Building Maintenance Worker II Community Engagement Specialist Engineering Technician II Equipment Repair Technician Golf Operations Coordinator Legal Assistant Police Services Specialist I Recreation and Marketing Specialist Recreation Coordinator Volunteer Coordinator	25	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**
Engineering Technician III Golf Operations Supervisor Parks Maintenance Lead Payroll Technician Human Resources Technician Police Evidence Technician	26	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**
Applications Analyst Assistant Planner Building and Fire Safety Inspector Climate Specialist Deputy City Clerk Engineering Technician IV Environmental Field Technician Executive Assistant Human Resources Specialist Paralegal Stormwater Inpector	27	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**

2026 Tumwater Salary Band Compensation Schedule

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Building and Fire Safety Plans Examiner Business Applications Analyst GIS Analyst Payroll Officer Police Services Specialist II (Code Enf/Transport) Urban Forester Water Resources Specialist	28	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**
Accountant Associate Planner Building Maintenance Supervisor Economic Development Coordinator Conservation Coordinator Code Enforcement Coordinator Human Resources Analyst Management Analyst Parks Maintenance Supervisor Police Records Supervisor Senior Inspector Senior Water Resources Specialist Sustainability Coordinator	29	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**
Business Applications Analyst II Engineer I Systems Administrator II (BWC) Senior Information Technology Specialist	30	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**
Accounting/Utility Billing Supervisor City Clerk GIS Program Manager Network Administrator Police Strategic Advisor Recreation Supervisor	31	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**
Senior Accountant	31							

2026 Tumwater Salary Band Compensation Schedule

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Senior Human Resources Analyst								
Engineer II	32	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**
Assistant Utility Operations Manager	33	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**
Engineer III Senior Planner	34	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**
Assistant City Attorney ERP Implementation Manager Facilities Manager Finance Manager Golf Course Superintendent Golf Operations Manager Human Resources Manager Parks Manager Senior Engineer Sustainability Manager Water Resources Program Manager Code Enforcement Manager	35	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**
Building and Fire Safety Official Permit Manager Planning Manager Police Administrative Manager Recreation Manager Transportation Operations Manager Utilities Operations Manager	36	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**

2026 Tumwater Salary Band Compensation Schedule

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Deputy Transportation and Engineering Director City Engineer Deputy Community Development Director Deputy Finance Director Deputy Water Resources Director	37	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**
	38	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**
	39	$141,616 **$11,801**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,662**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**
Deputy Police Chief Deputy Fire Chief	40	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**
Administrative Services Director Communications Director Community Development Director Finance Director Information Technology Director Parks and Recreation Director Transportation and Engineering Director Water Resources and Sustainability Director	41	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**
Police Chief City Attorney Fire Chief Deputy City Administrator	42	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**

2026 Tumwater Salary Band Compensation Schedule

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	43	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**	$230,678 **$19,223**
City Administrator	44	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**	$230,678 **$19,223**	$242,212 **$20,184**
	45	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**	$230,678 **$19,223**	$242,212 **$20,184**	$254,322 **$21,194**
* Increase at 6 months or upon successful completion of the introductory period, followed by annual increases.								

Exhibit B-2

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	18	$52,865 **$4,405**	$55,509 **$4,626**	$58,284 **$4,857**	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**
	19	$55,509 **$4,626**	$58,284 **$4,857**	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**
	20	$58,284 **$4,857**	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**
Department Assistant I Audio Visual Technician (part-time)	21	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**
Accounting Assistant I Building Maintenance Worker I Department Assistant II Golf Maintenance Worker I Parks Maintenance Worker I Records Clerk	22	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**
Accounting Assistant II Golf Maintenance Worker II Parks Maintenance Worker II	23	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**
Accounting Technician Department Assistant III Permit/Planning Technician	24	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Administrative Assistant Arts Specialist Building Maintenance Worker II Community Engagement Specialist Engineering Technician II Equipment Repair Technician Golf Operations Coordinator Legal Assistant Police Services Specialist I Recreation and Marketing Specialist Recreation Coordinator Volunteer Coordinator	25	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**
Engineering Technician III Golf Operations Supervisor (30 hr) Parks Maintenance Lead Payroll Technician Human Resources Technician Police Evidence Technician	26	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**
Applications Analyst Assistant Planner Building and Fire Safety Inspector Climate Specialist Deputy City Clerk Engineering Technician IV Environmental Field Technician Executive Assistant Human Resources Specialist Paralegal Stormwater Inpector	27	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Building and Fire Safety Plans Examiner Business Applications Analyst GIS Analyst Payroll Officer Police Services Specialist II (Code Enf/Transport) Urban Forester Water Resources Specialist	28	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**
Accountant Associate Planner Building Maintenance Supervisor Economic Development Coordinator Conservation Coordinator Code Enforcement Coordinator Human Resources Analyst Management Analyst Parks Maintenance Supervisor Police Records Supervisor Senior Inspector Senior Water Resources Specialist Sustainability Coordinator	29	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**
Business Applications Analyst II Engineer I Systems Administrator II (BWC) Senior Information Technology Specialist	30	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**
Accounting/Utility Billing Supervisor City Clerk GIS Program Manager Network Administrator Administrative Supervisor Police Strategic Advisor Recreation Supervisor Senior Accountant	31 31	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Senior Human Resources Analyst								
Engineer II	32	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**
Assistant Utility Operations Manager	33	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**
Engineer III Senior Planner	34	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**
Assistant City Attorney ERP Implementation Manager Facilities Manager Finance Manager Golf Course Superintendent Golf Operations Manager Human Resources Manager Parks Manager Senior Engineer Sustainability Manager Water Resources Program Manager Code Enforcement Manager	35	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**
Building and Fire Safety Official Permit Manager Planning Manager Police Administrative Manager Recreation Manager Transportation Operations Manager Utilities Operations Manager	36	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Deputy Transportation and Engineering Director City Engineer Deputy Community Development Director Deputy Finance Director Deputy Water Resources Director	37	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**
	38	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**
	39	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**
Deputy Police Chief Deputy Fire Chief	40	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**
Administrative Services Director Communications Director Community Development Director Finance Director Information Technology Director Parks and Recreation Director Transportation and Engineering Director Water Resources and Sustainability Director	41	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**
Police Chief City Attorney Fire Chief Deputy City Administrator	42	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	43	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**	$239,905 **$19,992**
City Administrator	44	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**	$239,905 **$19,992**	$251,900 **$20,992**
	45	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**	$239,905 **$19,992**	$251,900 **$20,992**	$264,495 **$22,041**
* Increase at 6 months or upon successful completion of the introductory period, followed by annual increases.								

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 2, 2026

SUBJECT: Ordinance No. O2026-025 Public Safety Sales Tax

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1) Recommended Action:

Adopt Ordinance No. O2026-025, adding a new 0.1% Public Safety Sales Tax to be used for public safety purposes.

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2) Background:

In 2025 the Washington State Legislature enacted ESHB 2015, codified as RCW 82.14.345, which authorizes city and county governments to impose a local sales and use tax of one-tenth of one percent (0.1%) by a legislative act prior to June 20, 2028. The tax must be use for criminal justice purposes.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Do not adopt the ordinance.

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5) Fiscal Notes:

This will raise the sales tax in Tumwater by 0.1% and is estimated to generate $1.2 million per year, or $2.4 million for the biennium, to be used for public safety purposes. This revenue is included in the Mayor's proposed budget for the 2027-2028 biennium.

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6) Attachments:

A. Ordinance O2026-025 Public Safety Sales Tax

ORDINANCE NO. O2026-025

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 3.24 of the Tumwater Municipal Code to impose a local sales and use tax, which funds are to be used for criminal justice purposes, as more particularly described herein.

WHEREAS, after the COVID-19 public health emergency, including continuing inflationary pressures, the City's operating budget has faced a structural budget deficit, solved year-to-year by employing one-time measures; and

WHEREAS, public safety continues to be a top priority for the residents of the City of Tumwater; and

WHEREAS, during the 2025 session, the Washington State Legislature enacted ESHB 2015, codified as RCW 82.14.345, which authorizes qualified city and county governments, including the City of Tumwater, to impose a local sales and use tax of one-tenth of one percent (0.1%) by a legislative act prior to June 20, 2028, upon a finding that the city or county has met the requirements of RCW 82.14.345(1)(c) to receive a grant under RCW 43.101.540; and

WHEREAS, the tax authorized by RCW 82.14.345 is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state pursuant to Chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the City of Tumwater; and

WHEREAS, the rate of sales and use tax under RCW 82.14.345(2) must equal one-tenth of one percent (0.1%) of the selling price or value of the article used, as the case may be; and

WHEREAS, such sales and use tax revenue must be expended on "criminal justice purposes" as authorized and defined by RCW 82.14.345; and

WHEREAS, pursuant to RCW 82.14.345(5), "criminal justice purposes" means activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice system and behavioral health systems occurs, which includes (i) domestic violence services, such as those provided by domestic violence programs, community advocates, and legal advocates, as those terms are defined in RCW 70.123.020; (ii) staffing adequate public defenders to provide appropriate defense for individuals; (iii) diversion programs; (iv) reentry work for inmates; (v) local government programs that have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system,

including, but not limited to, reducing homelessness or improving behavioral health; (vi) community placements for juvenile offenders; and (vii) community outreach and assistance programs, alternative response programs, mental health crisis response including, but not limited to, the recovery navigator program; and

WHEREAS, the Tumwater City Council intends to impose the maximum local sales and use tax authorized under RCW 82.14.345;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council (the "Council") of the City of Tumwater, Washington (the "City"), makes the following findings and determinations:

The imposition of a local sales and use tax as authorized and defined by RCW 82.14.345 supports the health, safety and welfare and is in the best interests of the residents of Tumwater.

The City of Tumwater is a "Qualified city or county" under RCW 82.14.345(5)(b) because the voters have not repealed by referendum a tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose a tax pursuant to RCW 82.14.450 in the previous 12 months.

Pursuant to RCW 82.14.345(1)(d), the City of Tumwater has submitted documentation in the form and manner prescribed by the criminal justice training commission, demonstrating that the City of Tumwater has met the requirements of RCW 43.101.540 to receive a grant under said statute.

Section 2. A new Section 3.24.027, Public safety sales tax – Imposition – Rate - Use, is hereby added to the Tumwater Municipal Code to read as follows:

3.24.027 Public safety sales tax – Imposition – Rate – Use

A. There is hereby imposed an additional sales or use tax, as the case may be, separate and apart from all other sales and use taxes in the City of Tumwater, as authorized by RCW 82.14.345. The tax shall become effective on the earliest practicable date consistent with RCW 82.14.055.

B. The rate of the tax imposed by this Section shall be one-tenth of one percent (0.1%) of the selling price or value of the article used, as the case may be.

C. Moneys collected under this Section must be used solely for criminal justice purposes as required and defined in RCW 82.14.345 and as hereinafter amended. As a requirement of imposing the tax under this Section, the City of Tumwater shall, within one calendar year of imposition of the tax and annually thereafter, make a report to the Association of Washington Cities on how the moneys received from the tax were expended.

Section 4. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 5. Ratification. All actions taken in furtherance of and not inconsistent with this Ordinance are ratified and affirmed.

Section 6. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 7. Publication and Effective Date. This ordinance shall become effective January 1, 2027.

ADOPTED this _____day of _____, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council

FROM: Kelly Adams, Assistant City Administrator

DATE: November 2, 2026

SUBJECT: 2027 Lodging Tax Funding Recommendations

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1) Recommended Action:

Move to include the Lodging Tax Advisory Committee's (LTAC) 2027 funding recommendation into the City's budget.

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2) Background:

The City collects a 4% lodging tax under RCW 67.28.180. Consistent with Resolution No. R2016-006, the first 2% funds historic and cultural facilities and programs, and the second 2% is awarded through a competitive process conducted by the LTAC. Awards must be consistent with Tumwater Municipal Code 3.12 and RCW 67.28.1816.

On October 14, 2026, the LTAC interviewed fourteen applicants requesting $337,000 against an estimated $275,000 available. The Committee recommended $274,800 in awards. The Committee also approved the full $225,000 Historic and Cultural request.

Attachment A provides an overview of the Committee's recent process, all funding applications, , Historic and Cultural funding, and considerations for Council. Attachment B provides additional information on the 2027 Historical and Cultural funding request.

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3) Policy Support:

RCW 67.28.1816 and 67.28.1817 Lodging tax uses and the Lodging Tax Advisory Committee

TMC Chapter 3.12 and Resolution No. R2016-006 – City lodging tax policy

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4) Alternatives:

- ❑ Approve the LTAC recommendation as presented.
- ❑ Return proposed changes to the LTAC for review and comment at least 45 days before final action, as required by RCW 67.28.1817(2).
- ❑ Some other course of action.

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5) Fiscal Notes:

The recommended awards total $499,800: $274,800 for tourism marketing and special

events, within the estimated $275,000 available, and $225,000 for Historic and Cultural programs. No fund reserve was requested by the Committee.

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6) Attachments:

A. Staff Memorandum: 2027 Lodging Tax Funding Recommendations
B. Staff Memorandum: Lodging Tax Historic and Cultural Funding for 2027

Attachment A

MEMORANDUM

Date: November 2, 2026
To: City Council
From: Kelly Adams, Assistant City Administrator
Subject: 2027 Lodging Tax Funding Recommendations

1. Purpose

This memorandum provides the City Council with the Lodging Tax Advisory Committee's (LTAC) 2027 lodging tax funding recommendations. This includes a summary of the applications received, the Committee's review process, the recommended awards, and information to support Council's review. Final funding decisions rest with the City Council.

2. Requested City Council Action

- Approve the LTAC recommendation to allocate $274,800 in 2027 Lodging Tax funds to fourteen tourism marketing and special event applicants (Section 6).
- Approve $225,000 in 2027 Lodging Tax funds for Historic and Cultural facilities and programs (Section 7).
- If Council wishes to change any recommended amount, submit the proposed change to the LTAC for review and comment as required by RCW 67.28.1817(2) (Section 8.1).

3. Background

3.1 Lodging Tax Authority

Pursuant to RCW 67.28.180, the City of Tumwater collects a 4% lodging tax on hotel and motel stays within the City. Resolution No. R2016-006 establishes the City's policy for investing these funds:

- The first 2% is dedicated to tourism-related historic and cultural facilities and programs.
- The second 2% is allocated each year through a competitive application process conducted by the LTAC for tourism marketing and special events. Awarded amounts may be larger than 2% due to unspent funds from previous year awards.

Allocation of funds must be consistent with Tumwater Municipal Code Chapter 3.12 and RCW 67.28.1816. State law allows lodging tax revenue to be used for tourism marketing; the marketing and operation of special events and festivals designed to attract tourists;

operations and capital expenditures of tourism-related facilities owned or operated by a municipality or public facilities district; and operations of tourism-related facilities owned or operated by nonprofit organizations.

3.2 Role of the Lodging Tax Advisory Committee

RCW 67.28.1817 requires the City to maintain a lodging tax advisory committee that includes representatives of businesses that collect the tax and of organizations involved in activities eligible for funding, chaired by an elected official. The Committee reviews applications, selects candidates, and recommends funding amounts to Council.

3.3 Reporting Requirements

Applicants provide estimates of total attendance, visitors traveling more than 50 miles, out-of-state visitors, and overnight stays. Funded organizations report actual results after their activities. The City compiles these reports and submits them each year to the Joint Legislative Audit and Review Committee (JLARC).

4. 2027 Application and Review Process

The City received fourteen applications requesting a total of $337,000. The LTAC interviewed all fourteen applicants at a public meeting on October 14, 2026, held in Council Chambers and broadcast via Zoom. Each applicant had 15 minutes to present and respond to Committee questions. Following the interviews, the Committee deliberated in the public meeting and approved its funding recommendation.

Applications fell into three categories:

- Special events and festivals: 11 applications
- Tourism promotion and marketing: 2 applications
- Tourism-related facility: 1 application

Three new organizations applied for lodging tax funds in 2027:

- Ecstatic Sound Collective (Olympia Funk Festival)
  In 2026, the PARC Foundation of Thurston County applied for Olympia Funk Festival funding. While the applicant is new, the program is not.
- Partners for Conservation (Private Lands Partners Day)
- Masterworks Choral Ensemble

Four applications, totaling $97,500 (28.9% of requests), were submitted by the City of Tumwater Parks and Recreation Department.

5. Funding Available

Staff estimated $275,000 would be available in 2027 for tourism marketing and special event awards. Total requests of $337,000 exceeded available funds by $62,000. Funding every request in full would have required a $62,000 draw on Lodging Tax fund reserves.

6. LTAC Recommendation – Tourism Marketing and Special Events

The LTAC recommends awards totaling $274,800 the total requested. The recommendation is $200 below the estimated $275,000 available and does not require use of reserves.

Applicant / Activity	2026 Award	2027 Request	LTAC Recommended	% of Request
Visitor & Convention Bureau of Thurston County (Experience Olympia & Beyond) Year-round destination marketing	$46,000	$70,000	$60,000	86%
Olympic Flight Museum Olympic Air Show	$46,833	$55,500	$52,500	95%
City of Tumwater (Tumwater Valley Golf Club) WIAA State High School Golf Championships	$7,750	$36,500	$27,000	74%
City of Tumwater Tumwater Family 4th of July Festival	New	$30,000	$25,000	83%
City of Tumwater Tumwater Artesian Brewfest	$17,500	$25,000	$21,500	86%
Washington Center for the Performing Arts 2027 tourism-generating activities	$13,500	$16,000	$15,000	94%
Tumwater Soccer Club Kick in the Grass youth soccer tournament	$16,500	$15,000	$15,000	100%
Washington State Senior Games 2027 Washington State Senior Games	$12,000	$12,000	$12,000	100%
Ecstatic Sound Collective Olympia Funk Festival (see note in section 4)	New	$15,000	$10,800	72%
Capital Lakefair Capital Lakefair 2027	$9,125	$20,000	$10,400	52%
Olympia Symphony Orchestra 2027 concert season (75th anniversary)	$9,000	$15,000	$8,400	56%
Partners for Conservation Inc., DBA Partnerscapes Private Lands Partners Day 2027	New	$12,000	$6,400	53%
Masterworks Choral Ensemble Regional Cultural Tourism Initiative	New	$9,000	$5,800	64%
City of Tumwater Tumwater Falls Fest	$3,125	$6,000	$5,000	83%
Total (14 applicants)		**$337,000**	**$274,800**	**81.5%**

6.1 Applicant Summaries

The summaries below describe each proposal and the intended use of funds as described in the applications.

Visitor & Convention Bureau of Thurston County (Experience Olympia & Beyond). Year-round destination marketing for Thurston County, including Tumwater. Funds would support targeted marketing to visitors more than 50 miles away using lodging data, visitor research, and geofencing; integrated digital and print advertising in priority markets; and photo, video, social media, and website content featuring Tumwater.
Requested $70,000; recommended $60,000.

Olympic Flight Museum – Olympic Air Show. The air show, held June 19–20, 2027 at the Olympia Regional Airport, is the museum's primary fundraising event and supports its year-round operation as a visitor attraction. Funds would be used for promotion and operation of the 2027 show and for aerobatic demonstrations and related expenses.
Requested $55,500; recommended $52,500.

City of Tumwater – WIAA State High School Golf Championships. Tumwater Valley Golf Course hosts the WIAA State High School Golf Championships (May 18–19, 2027). Funds would support improvement and expansion of the 25,000-square-foot practice facility, including tee renovation, irrigation expansion, an ADA practice pad, additional bleacher seating, and a shade structure, to help retain the championships.
Requested $36,500; recommended $27,000.

City of Tumwater – Tumwater Family 4th of July Festival. Tumwater's largest free one-day event. Funds would support marketing and promotion, entertainment, and youth and teen activities intended to reach a larger audience more likely to generate hotel stays.
Requested $30,000; recommended $25,000.

City of Tumwater – Tumwater Artesian Brewfest. Held August 21, 2027. Funds would support targeted social media, brewing publication, newspaper, radio, television, and online advertising, and posters and coasters distributed to breweries and restaurants in Washington and Oregon.
Requested $25,000; recommended $21,500.

Washington Center for the Performing Arts. The region's largest theater, with more than 1,000 seats. Funds would support marketing to audiences beyond Thurston County, including digital and social media advertising, print, radio and TV placements, ticketing, email marketing, and partnerships with tourism organizations. *Requested $16,000; recommended $15,000.*

Tumwater Soccer Club – Kick in the Grass. A youth soccer tournament held July 16–18, 2027, now in its 47th year. The application describes uses similar to prior years, with no

major changes since the last funding cycle.
Requested $15,000; recommended $15,000.

Washington State Senior Games. Twenty-five sport competitions held at venues across the South Sound from June 19 to September 12, 2027. The application describes no major changes from prior years.
Requested $12,000; recommended $12,000.

Ecstatic Sound Collective – Olympia Funk Festival (new applicant organization). The fourth annual three-day funk and soul festival, January 29–31, 2027. Funds would support marketing and promotion, festival operations, and payments to performing artists and technical staff. *Requested $15,000; recommended $10,800*.

Capital Lakefair. A five-day community festival held July 14–18, 2027. Funds would support promotional travel and float expenses, as well as Capital Lakefair's Tumwater office, facility rental, and storage costs.
Requested $20,000; recommended $10,400.

Olympia Symphony Orchestra. Six season concerts, masterclasses, community events, and a Young Artist Competition as part of the orchestra's 75th anniversary season. Funds would support performances, a live statewide radio broadcast, family programming, and anniversary events.
Requested $15,000; recommended $8,400.

Partners for Conservation Inc., DBA Partnerscapes – Private Lands Partners Day (new applicant). A national conservation conference held September 27–29, 2027. Funds would support advertising, event programs, video and photography of the local community, and maps highlighting local sites and restoration work at Brewery Park and Tumwater Falls, and would help attendees find local lodging and dining.
Requested $12,000; recommended $6,400.

Masterworks Choral Ensemble – Regional Cultural Tourism Initiative (new applicant). A cultural tourism campaign built around four 2027 performances at the Washington Center. Funds would support geographically targeted advertising, professional marketing support, visitor-focused content, promotion of Tumwater lodging, and tourism analytics.
Requested $9,000; recommended $5,800.

City of Tumwater – Tumwater Falls Fest. Held September 25, 2027. Funds would support marketing to audiences beyond the South Sound, including Seattle and Portland, to generate hotel stays.
Requested $6,000; recommended $5,000.

6.3 City of Tumwater Applications

The Parks and Recreation Department submitted four applications totaling $97,500 and is recommended for $78,500. City department events received 14.4% of recommended awards in the 2026 cycle and would receive 28.6% in 2027. The difference reflects two applications: the Tumwater Family 4th of July Festival, recommended for $25,000 with no 2026 City award for this event, and the WIAA State High School Golf Championships, which rose from a $7,750 award in 2026 to a $27,000 recommendation for practice-facility improvements at the City-owned Tumwater Valley Golf Course.

7. Historic and Cultural Funding

The Parks and Recreation Department presented the proposed use of the first 2% of lodging tax at the October 14, 2026 meeting. The LTAC approved the full request of $225,000 for 2027, an increase of $15,000 from 2026.

Category	2026	2027
Historic Buildings (City)	$70,000	$155,000
Historic Programs (Olympia Tumwater Foundation)	$110,000	$60,000
Historic Old Brewhouse Tower (City)	$30,000	$10,000
Total	**$210,000**	**$225,000**

- **Historic Buildings.** Operating costs for the Crosby House, Brewmaster's House, and historic cemetery. In 2027 the City plans to replace the cedar shake roof and install gutters at the Crosby House, and to continue volunteer maintenance at the cemetery.
- **Historic Programs.** Continued contract with the Olympia Tumwater Foundation for historic programs and services, including the Heritage Builders Program, the rotating historical display at City Hall, historic home program support, and walking tours.
- **Old Brewhouse Tower.** The tower remains closed to visitors. Brick replacement and masonry repair are complete, and seismic stabilization engineering is in draft. No construction is anticipated in 2027; funds would improve site security, fencing, and window protection.

8. Considerations for Council

8.1 Council Options Under State Law

Council may approve the recommendation as presented. Under RCW 67.28.1816(2)(b), Council may choose recipients only from the list of candidates provided by the LTAC. If Council wishes to award amounts different from those recommended, RCW 67.28.1817(2)

requires the proposed change to be submitted to the LTAC for review and comment at least 45 days before final action.

8.2 Timing

Several 2027 activities occur early in the year; the Olympia Funk Festival is scheduled for January 29–31, 2027. If amounts are returned to the LTAC on November 2, the 45-day review period would place final Council action no earlier than mid-December 2026, which may affect the timing of funding agreements for early-year events. Appendix B shows a calendar of the proposed events.

8.3 Applicant Estimates

Attendance, visitor, and overnight figures are estimates provided by each applicant. Methods vary, ranging from ticketing and registration data to surveys and structured estimates, and some figures are reported in different units. For example, the Washington Center reports room nights rather than visitors, and the Olympia Funk Festival reports attendance per day. Comparisons across applicants should be made with care. Appendix A summarizes the estimates as reported.

9. Fiscal Impact

Funding Category	Available	Recommended	Unallocated
Tourism marketing and special events (second 2% with unspent funds from previous years)	$275,000	$274,800	$200
Historic and cultural (first 2%)	$225,000	$225,000	$0
Total	**$500,000**	**$499,800**	**$200**

No draw on Lodging Tax fund reserves is needed. Of the combined $499,800, $243,500 supports City of Tumwater events and facilities: $78,500 for four Parks and Recreation events and $165,000 for City historic buildings and the Old Brewhouse Tower.

10. Next Steps

- **November 2, 2026**: City Council considers the LTAC recommendation.
- **Following Council approval**: Staff prepares and executes funding agreements with each recipient and confirms eligible uses.
- **Following each funded activity**: Recipients submit reports of actual attendance and lodging outcomes.
- **Annually**: The City reports lodging tax use and outcomes to JLARC.

Appendix A. Applicant-Reported Tourism Estimates

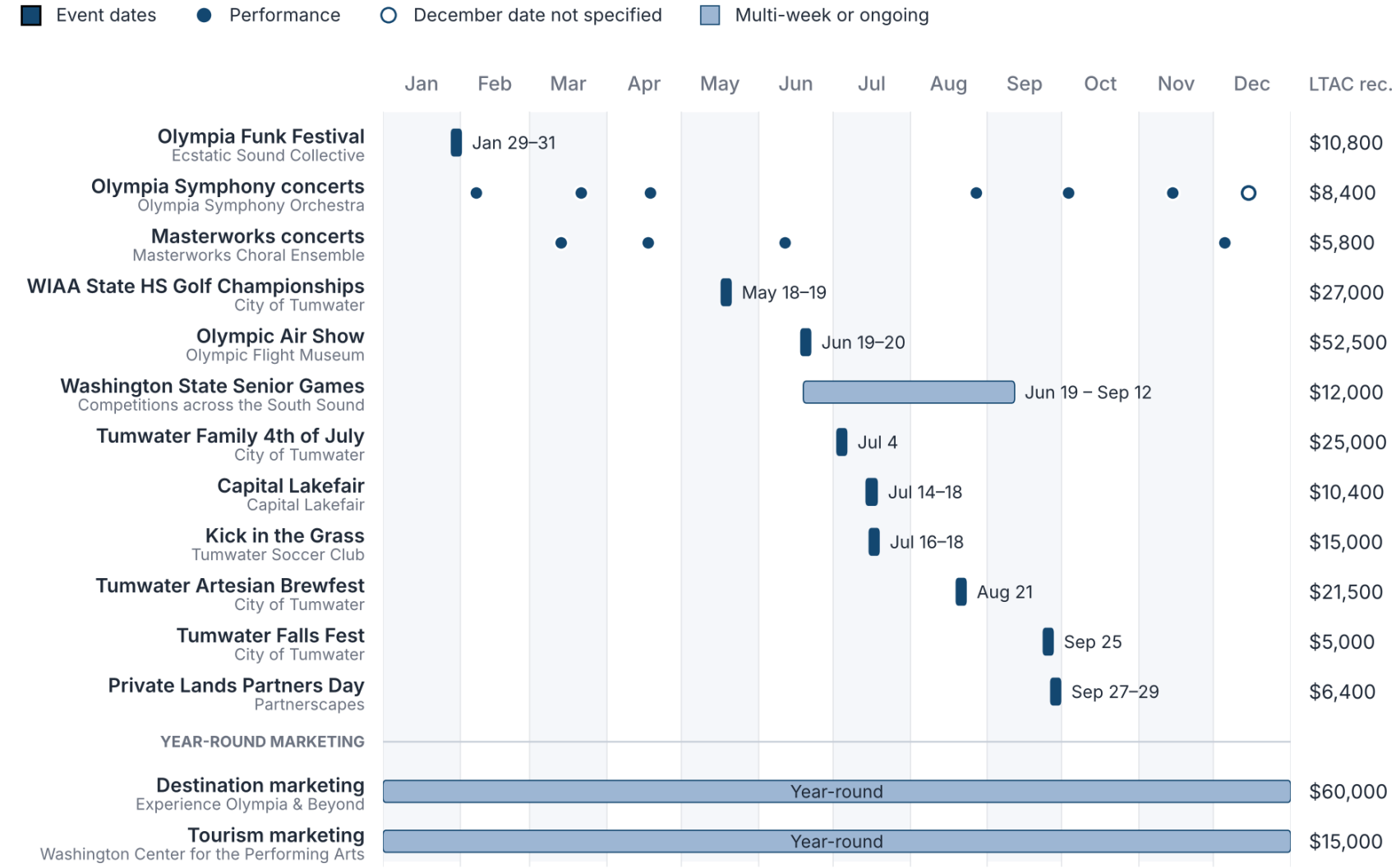
The figures below are taken from the 2027 applications as reported by each applicant. They have not been independently verified.

Applicant	2027 Dates	Total Attendance	Day Visitors 50+ Miles	Out of State	Overnight (Paid Lodging)
Visitor & Convention Bureau	Year-round	47,068	47,068	18,827	7,663
Olympic Flight Museum	Jun 19–20	10,500	4,000	150	1,200
WIAA State Golf (City)	May 18–19	400 players	50	175	150 players
4th of July Festival (City)	Jul 4	16,000–18,000	150	100	50
Artesian Brewfest (City)	Aug 21	3,500–4,500	600	200	100
Washington Center	Year-round	100,000	11,500	2,875	4,612 room nights[1]
Tumwater Soccer Club	Jul 16–18	8,500	5,500	200	2
WA State Senior Games	Jun 19–Sep 12	1,800	1,044	285	360
Olympia Funk Festival	Jan 29–31	~1,200 per day[2]	600+ per day	350 per day	500
Capital Lakefair	Jul 14–18	200,000 (5 days)	5,000	500	1,600
Olympia Symphony Orchestra	2027 season	9,500	700	150	150
Partnerscapes	Sep 27–29	200 attendees; 500 visitors	160	120	400[3]
Masterworks Choral Ensemble	2027 season	2,300	225	15	25
Tumwater Falls Fest (City)	Sep 25	3,000–4,000	200	100	50

[1] *Total room nights, including artists and patrons; not a count of visitors.*
[2] *Includes approximately 200 artists, staff, and volunteers per day.*
[3] *Applicant also estimates 360 paid lodging nights.*

Appendix B. 2027 Proposed Event Calendar

Activities recommended for 2027 Lodging Tax funding, by dates stated in each application



Attachment A

Attachment B

MEMO

Date: October 14, 2026
To: Lodging Tax Advisory Committee
From: Chuck Denney, Parks and Recreation Director

Proposed Action

This memo outlines the distribution of Lodging Tax funds for tourism-related historic and cultural events and activities in Tumwater.

Background

Based on the imposed 4% Lodging Tax, the City receives two allocations of revenue. The first 2% funds are designated by City Council (Resolution No. R2016-006) for tourism-related historic and cultural programs. The second 2% funds are for tourism-generating events and marketing. This memo addresses the use of the first 2% historic and cultural program funds.

In 2026, funding was distributed as follows:

Historic/Cultural	2026
Historic Buildings (City)	$ 70,000
Historic Programs (OTF)	$110,000
Historic Old Brewhouse Tower (City)	$ 30,000

In 2024, the City maintained the City's historic house inventory (Brewmaster's House and Crosby House) and the historic cemetery with minor improvements, utilities, security, repairs, pest control, landscaping and insurance. The City has partnered with additional community groups for volunteer work at the historic cemetery and this significant work will continue into 2027. The City's Volunteer Program also dedicated hours to a number of major maintenance improvements to the cemetery. The Parks Department has continued to work with Mills & Mills, the adjacent private cemetery and funeral home, to help maintain and improve the cemetery property.

The City continued to contract with the Olympia Tumwater Foundation for provision of historic programming and services. This included the Heritage Builders Program, a rotating historical display at City Hall, research regarding the historic home registry and process, event participation, support of the historic home program, and adapting historical district walking tours. Public access and events are planned in the historical district in 2027.

Work to preserve and restore this iconic old brewhouse structure is scaled back. The brick replacement and masonry

repair project is complete and engineering for seismic stabilization is in the draft phase. The Brewhouse Tower is closed to visitors. It is not anticipated that construction work will take place in 2027, but the City does plan to improve site security, fencing and window protections for the facility.

Lodging tax funds are an important part of the project viability as they provide a source of cash for improvements outside of the grant that can be used for capital improvements and marketing.

2027 Proposal

Based on the prior City Council direction and the City's inventory of historic assets, the funds for 2027 are planned to be expended in the following fashion:

Historic/Cultural	2027
Historic Buildings (City)	$ 155,000
Historic Programs (OTF)	$ 60,000
Historic Old Brewhouse Tower (City)	$ 10,000

Funds will be spent similar to prior years. The building portion pays for operational costs for the Crosby and Brewmaster houses and the historic cemetery. In 2027, we will be replacing the cedar shake roof and installing gutters at the Crosby House. We will continue to work with volunteers to do minor maintenance of the cemetery.

The City is continuing to contract with the Olympia Tumwater Foundation for historic programs and services. The City has found this partnership to be an effective and efficient means of providing quality programming to the community and as a valuable resource for City and other historic projects in Tumwater. The presentation and interpretation of Tumwater's history is an important aspect to the overall "Tumwater Craft" initiative that celebrates and builds upon the community's legacy around brewing.

To meet JLARC's reporting requirements, we will need a motion from the Committee to approve the $225,000 for the Historic and Cultural Program funds as described above for 2027.

TO: City Council

FROM: Kelly Adams, Assistant City Administrator

DATE: November 2, 2026

SUBJECT: Service Provider Agreement for Brewery District Planned Action Environmental Impact Statement

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1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement for BERK Consulting for the Brewery District Planned Action Environmental Impact Statement.

The agreement was recommended for approval on the consent calendar at the October 21, 2026, General Government Committee meeting.

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2) Background:

In 2025, the City began preparing a Planned Action Environmental Impact Statement (EIS) for the Brewery District. A planned action EIS, authorized under the State Environmental Policy Act (RCW 43.21C.440), evaluates the environmental impacts of anticipated development within a defined area at the planning stage. Once the City adopts a planned action ordinance, future development proposals consistent with the EIS can proceed without additional project-level SEPA review. This gives property owners and developers more predictability and streamlines permitting.

The City originally contracted with Haley and Aldrich to prepare the EIS. As the project progressed, the City determined that a different consultant structure would better support the City's goals for the project.

BERK Consulting worked on the project as a subconsultant to Haley & Aldrich and was responsible for early planning work. Their work was consistently high quality, timely, and responsive to City staff. BERK Consulting is already familiar with the project area, the analysis completed to date, and the City's goals, so contracting with them directly allows the City to complete the EIS efficiently and without restarting work.

Staff recommend that the City Council authorize the Mayor to sign a professional services agreement with BERK Consulting in the amount of $290,000 to complete the Planned Action EIS.

---

3) Policy Support:

City of Tumwater Strategic Plan 2026-2032
Focus Area: Growth and Development
Goal Statement: Pursue and support targeted community and economic development.
Action Item: Leverage brownfield revitalization opportunities
Identify and pursue funding to begin implementation of the next phase of the Planned Action Environmental Impact Statement process for the brewery area redevelopment (Executive)

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4) Alternatives:

- ❑ Make changes to the agreement.
- ❑ Seek a different vendor.

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5) Fiscal Notes:

The cost of the project is $290,000. There is $42,900 in remaining funding from the original approved allocation of $100,000, and there is a new appropriation from the Legislature of $250,260. (allocation minus Department of Commerce's fee for grant administration). The City was awarded $258k from the 2026 Supplemental State Capital Budget for the project.

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6) Attachments:

A. Draft Service Provider Agreement for BERK Consulting

Attachment A

CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT

BREWERY DISTRICT PLANNED ACTION ENVIRONMENTAL IMPACT STATEMENT (EIS)

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20___, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and BERK Consulting, a Washington corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" Scope of Services attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than **November 4, 2026**, and shall be completed no later than **December 31, 2028**. This Agreement may be extended for

additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Two hundred thousand ninety dollars** ($290,000.00) as reflected in **"Exhibit A"**.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the

implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may, however, employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the

SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

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

8. INSURANCE.

A. The SERVICE PROVIDER 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 SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $2,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than $2,000,000 per claim, and $2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, except professional liability, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. “Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

F. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of $50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

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

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover

from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:	SERVICE PROVIDER:
CITY OF TUMWATER	BERK Consulting
555 Israel Road SW	2200 Sixth Avenue #1000
Tumwater, WA 98501	Seattle, WA 98121
	UBI No.
	Phone No. 206-493-2367

Leatta Dahlhoff	Signature (Notarized – see below)
Mayor	Printed Name:
	Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____

Exhibit A: Scope of Services
Brewery District Planned Action

Project Understanding

The City of Tumwater is considering developing an areawide planned action environmental impact statement (EIS) for its Brewery District (RCW 43.21c.440). The City last updated the Brewery District Plan in 2020, which was adopted in 2014. The City also developed a Planned Action in 2015 for a portion of the Brewery District focusing on the historic Tumwater Brewery property.

In 2025, the City conducted pre-scoping for a planned action (see Task 1.2 below) considering a larger study area including the Brewery District, Capitol Boulevard Corridor, and lands in between, and initiated a policy advisory committee and a technical advisory committee to provide expertise and insight into the area. The Community Economic Revitalization Board (CERB) awarded a grant for a Brewery District Redevelopment Roadmap for the Valley area to prioritize redevelopment efforts through infrastructure and permitting. The new Planned Action would focus on the Brewery District or a subset of it.

A planned action refers to types of development that are designated as planned actions in an ordinance by a city or county that has had its impacts addressed in an EIS prepared under the State Environmental Policy Act (SEPA) in conjunction with, or to implement, a comprehensive or subarea plan, a master planned development, or a phased project. The planned action EIS and ordinance show that environmental "homework" was completed up front. As long as a development fits the development types and assumptions (e.g., amount of housing, jobs, trips, etc.) and implements the mitigation measures, a new threshold determination under SEPA is not needed. It speeds up the permit process for desired development and provides transparency for the City, developers, property owners, and community about the vision and future expectations for an area. See Figure 1.

Figure 1. General Process for Adopting and Implementing a Planned Action



The City has requested a scope of services for the Planned Action EIS to be conducted in 2026 and 2027, funded largely through a legislative appropriation. BERK Consulting, Inc. has developed this scope and will serve as the prime consultant and focus on SEPA compliance, alternatives, land use, and

socioeconomics. BERK will be supported by subject matter experts, including Fehr & Peers for transportation, Facet for environmental and utility topics, and HRA for cultural resources. We will make use of other studies of environmental health funded by the City with Pioneer. We will also incorporate results of the CERB grant for a Brewery District Redevelopment Roadmap.

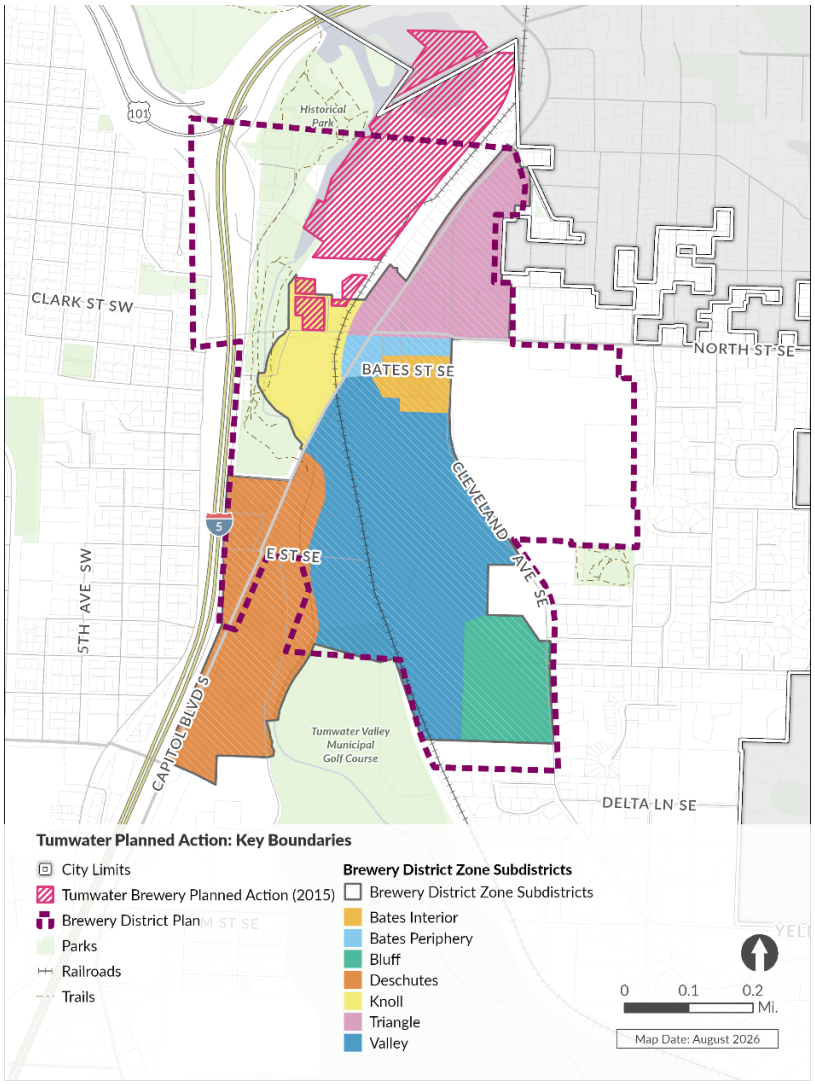
Scope of Services

Task 1. Project Definition and Coordination

1.1 Kickoff and Ongoing Project Management

The Consultant Team will: Prepare for and facilitate a kickoff meeting to review the Planned Action EIS scope and schedule and confirm project objectives. Define the planned action area boundaries (see Figure 2 below). Tour the study area to identify key issues to address in the EIS. Prepare a meeting summary.

Figure 2. Brewery District Area Zones and Relevant Planning Boundaries



Source: City of Tumwater, BERK, 2026.

Under Task 1.1 BERK will develop a schedule for mutual agreement with the City: Assume a scoping process, preliminary draft EIS delivery date to the City, and public draft EIS are published by June 30, 2027. Anticipate the Final EIS by December 2027.

1.2 Proposals and Alternatives Refinement

The Consultant Team will: Facilitate a staff meeting to develop a range of alternatives (one no action/ current plan alternative and two action alternatives), making them distinct and creating a range of possibilities (e.g., varying land uses, growth levels, infrastructure investments including CERB grant results if available, and ecosystem improvements) to share during scoping and test in the EIS. Develop a description of alternatives and proposals (e.g., subarea plan amendments, code amendments, and others). Illustrate the alternative scenarios to support a scoping process.

1.3 Scoping Notice and Process

The Consultant Team will: Prepare a preliminary draft and public scoping notice for City review and distribution. Following the 21-day public scoping period, prepare a summary of comments and provide final recommendations on EIS topics and alternatives. See Task 3.1 for a Planned Action Community meeting that could be held during the scoping period. In addition, during the scoping period or after, attend two meetings of the City's advisory bodies (policy, technical, or subcommittees or Planning Commission) to review and finalize the proposed alternatives. As needed, attend a public meeting (virtually) after scoping to support the City's review and affirmation of alternatives for the Draft EIS (e.g. with Planning Commission or City Council).

Task 2. Preliminary, Draft, and Final EIS

The EIS will contain the following elements required in WAC 197-11:

- Cover Letter
- Fact Sheet
- Table of Contents
- Chapter 1–Environmental Summary
- Chapter 2–Proposal and Alternatives
- Chapter 3–Affected Environment, Significant Impacts, and Mitigation Measures
- Chapter 4–References
- Chapter 5–Distribution List
- Appendices

The EIS will be narrow in scope, focusing on the identified areas of concern, while providing enough detail to successfully complete the EIS document and satisfy all procedural requirements of SEPA and its implementing rules under WAC 197-11.

2.1 Draft EIS

The EIS will be areawide and alternatives evaluation will be comparative in nature, but the EIS will identify enough information to consider appropriate mitigation measures for future Planned Actions. The impact analysis will include quantitative and qualitative approaches such as models (e.g., transportation) or adopted standards (e.g., stormwater LID practices, public service levels of service, etc.) to determine the potential effect of the alternatives.

BERK will lead the EIS preparation supported by subject matter experts, including Fehr & Peers for transportation, Facet for environmental and utility topics, and HRA for cultural resources. We will make use of other studies of environmental health funded by the City with Pioneer. The CERB grant for a Brewery District Roadmap would also be integrated should the grant be awarded.

Table 1. Natural and Built Environment Topics for EIS:

Assumed Environmental Topics for SEPA Document
Alternatives Description, Front Matter: BERK will prepare a description of the alternatives developed in Task 1 for inclusion in the EIS. BERK will prepare the Summary with contributions by subject matter leads. BERK will prepare the Fact Sheet and other front matter.
Natural Environment (Earth, Water, Plants, and Animals): Facet will review available city, county, state, and federal maps and studies relevant to the study area, and consider potential impacts and opportunities related to the natural environment, threatened and endangered species, priority habitats, and critical areas identified within study area. Facet will also document the natural environment based on a desktop review of publicly available information. The identification of mitigation opportunities will be focused on those that best serve the ecological functions affected by proposals using an approach consistent with best available science. Finally, Facet will identify additional mitigation measures that may be considered, such as an advanced mitigation program.
Environmental Health: BERK will summarize the results of brownfields evaluations prepared by Pioneer, the potential for alternatives to expose populations to hazardous materials, and any needed mitigation measures.
Land Use and Urban Form: BERK will evaluate growth alternatives based on compatibility and consistency with state GMA goals, elements of the City's Comprehensive Plan, Shoreline Master Program, and the Brewery District Subarea Plan. It will also assess the impacts of alternatives on land use patterns, land use compatibility, and urban form (height/bulk/scale, light and glare, and views). The potential need for amendments to City plans will be identified.
Cultural Resources: BERK will summarize a background research memo developed by HRA that provides regulatory context, historical background, and information on all documented cultural resources (NRHP-eligible or listed architectural resources and archaeological sites) within the Brewery District boundary; identifies recommendations for additional cultural resource studies that may be needed in the future; and offers a preliminary assessment of the redevelopment plan's potential effects on known historic properties, along with preliminary recommendations on potential mitigation options. This scope does not include field survey, archaeological testing, or additional cultural-resource investigation.
Socio Economics: BERK will analyze the potential relative effects of growth alternatives on economic development strategies, job mix, and housing production, displacement risk, and potential housing affordability (based on City's housing policies and codes), as well as the ability to achieve City economic development and other goals identified in the Comprehensive Plan, Subarea Plan, and regional economic development strategies.
Transportation: Fehr & Peers will use existing conditions data and analysis from the recently completed Comprehensive Plan as the basis for the Affected Environment section of the EIS, such as mode share, PM peak hour intersection level of service (LOS), collision data, and existing pedestrian, bicycle, transit, and freight networks. This will include up to ten study intersections already analyzed in the Comprehensive Plan. No additional data collection is assumed.

Assumed Environmental Topics for SEPA Document
The future traffic forecasts, associated intersection LOS, and state facility volume-to-capacity analysis developed for the Comprehensive Plan will be used for the No Action Alternative. To develop volume forecasts for the two action alternatives, it is assumed the City will coordinate with TRPC to provide land use and/or transportation network assumptions for TRPC to use in producing two new model runs. Fehr & Peers will use the model outputs provided by TRPC to quantify the change in trip generation by mode and complete intersection LOS analysis (using the Synchro network from the Transportation Element) and state facility volume-to-capacity analysis for segments of I-5 and US-101 closest to the study area. All analysis will be for the PM peak hour, consistent with the Comprehensive Plan. Impacts on pedestrians, bicycles, transit, freight, and safety will be discussed qualitatively. Based on the impact findings, Fehr & Peers will identify potential mitigation measures. It is assumed that City staff will develop planning-level cost estimates in support of the Planned Action Ordinance. Fehr & Peers will provide a summary of the forecasted trips expected with the selected alternative in support of the Planned Action Ordinance.
Public Services: Growth under the alternatives will affect a wide variety of public services, including police protection, fire and emergency medical services, parks, and schools. BERK will evaluate each alternative regarding the level of demand anticipated for each of these public services based on available system plans, service delivery studies, and adopted LOS standards.
Stormwater: Facet will analyze impacts and mitigation requirements for stormwater management and drainage improvements under each alternative while documenting how public and private stormwater systems are planned, developed, and maintained to prevent flooding, protect water quality, and provide capacity for anticipated development. The analysis shall characterize known drainage conditions and stormwater infrastructure; generally, describe impacts from potential changes on impervious surface area, stormwater runoff, and treatment requirements; assess the capacity and performance of existing and planned stormwater facilities, as provided by the City; describe deficiencies and infrastructure improvement needs; and recommend mitigation measures and strategies to accommodate planned development.
Water/Sewer: Facet will analyze each alternative for impacts, mitigation requirements, and public-private funding options for water and wastewater utility improvements identified in the City's capital facilities plan and the potential CERB grant. The SEPA Team will consider anticipated or needed improvements to accommodate growth and development projections. The analysis shall evaluate known water distribution and wastewater collection systems, available capacity, and the ability of existing and planned infrastructure to accommodate projected growth and development within the subarea. The analysis will also assess anticipated changes in water demand and wastewater generation under each alternative; identify potential deficiencies, system constraints, and infrastructure improvement needs; and describe the capital improvements necessary to serve future development. The analysis shall recommend potential utility system needs, mitigation measures and strategies necessary to support planned growth while maintaining reliable utility service.

Preliminary Draft EIS. The Consultant Team will: Prepare a fact sheet, table of contents, distribution list, alternatives description, appendices, and other necessary supporting documentation for City review. With revisions to authors' sections returned, compile a Preliminary Draft EIS for City review. Following City review, prepare a print-check document for City confirmation. Prepare a ready to publish document following print-check confirmation.

Draft EIS. The Consultant Team will: Prepare a draft notice of availability for City finalization and issuance. The City will distribute the Draft EIS for a comment period. The City will compile the Draft EIS comments received and provide them to the consultant team.

2.2 Final EIS

The Consultant Team will: In consultation with City staff, analyze and document the City-identified Preferred Alternative in the range of the studied alternatives in conjunction with City staff. Prepare the Final EIS including a fact sheet, table of contents, Draft EIS analysis, corrections as needed, description of the Preferred Alternative, and responses to comments (~50 unique comments are anticipated). Each subject matter expert that prepared EIS sections will contribute responses to comments and evaluate the Preferred Alternative (confirm trips and mitigation are similar to the Draft EIS alternatives).

The Consultant Team will: Prepare a preliminary Final EIS for City review and comment. Based on a round of City comments, prepare a print check document and complete the Final EIS for public issuance. Prepare the notice of availability for City publication.

Task 3. Planned Action

3.1 Pre-Ordinance Community Meeting

The Consultant Team will: Develop explanatory materials and support the City at a community meeting per RCW 43.21c.440. A meeting summary will be developed.

3.2 Ordinance

The Consultant Team will: Develop a Planned Action Ordinance based on the results of the EIS mitigation in collaboration with the City and consultant team. Develop a preliminary draft, draft, and revised ordinance. The ordinance would address development assumptions, transportation assumptions, mitigation measures for each topic, monitoring provisions, SEPA review procedures, and criteria for determining whether future projects qualify as Planned Actions. Based on the Preferred Alternative, BERK will identify potential policy and plan changes in the Brewery District Subarea Plan, Comprehensive Plan, development regulations or other city documents; one round of recommendations is anticipated.

3.3 Legislative Meetings

The Consultant Team will: Attend up to four legislative meetings, with the Planning Commission and/or City Council, to present the Planned Action Ordinance and any associated updates to the applicable subarea plan. The assumed meetings include a study session and hearing with the Planning Commission and a study session and deliberation meeting with the City Council. The budget assumes preparation of

materials (e.g. memo or slides) and attendance in person. By mutual agreement if some meetings are held virtually, that could allow an additional meeting of either body to be scheduled.

Cost Estimate

Based on the scope of work and anticipated level of effort, a budget has been developed below. It is based on time and materials, not to exceed $290,000. It is anticipated that $250,000 would be spent by June 30, 2027, and the balance will be spent by fall 2027. Time may be transferred from one task to another due to greater or lesser effort provided that all tasks are completed.

	BERK Consulting					Facet			Fehr & Peers			HRA		
	Lisa Grueter Project Manager	**Ana Costa** Deputy Project Manager	**Kamal Raslan** Planner	**Casey Price** GIS Analyst	**Ruby Barnes** Document Designer	**Nell Lund** Natural Resources Lead	**Danny Ochoa** Stormwater Lead	**Robert Bennion** Utilities Lead	**Ariel Davis** Transportation Planning Lead	**Steven Goodsell** Transportation Planning	**Jackson Hwang** Transportation Planning	**Chrisanna Beckner** Architectural Historian	**Matthew Warren** Archaeologist	**Total Hours and Estimated Cost by Task**
2026 Hourly Rate	**$275**	**$165**	**$165**	**$155**	**$110**	**$248**	**$251**	**$222**	**$330**	**$205**	**$170**	**$171**	**$145**	
Task 1: Project Definition and Coordination														
1.1 Kickoff and Ongoing Project Management	32	24	8	2	2	12	8	4	12	4	4	6	4	
1.2 Proposals and Alternatives Refinement	24	24	4	18	8	4			4	4		4		
1.3 Scoping Notice and Process	32	24	12	8	16	12			4	4		4		
Subtotal	**88**	**72**	**24**	**28**	**26**	**28**	**8**	**4**	**20**	**12**	**4**	**14**	**4**	**332**
														$69,794
Task 2: Preliminary, Draft, and Final EIS														
2.1 Draft EIS	48	60	60	16	24	40	40	48	32	60	60	24	32	
2.2 Final EIS	32	24	24	8	24	24	16	20	24	24	32	8	2	
Subtotal	**80**	**84**	**84**	**24**	**48**	**64**	**56**	**68**	**56**	**84**	**92**	**32**	**34**	**806**
														$165,486
Task 3: Planned Action														
3.1 Pre-Ordinance Community Meeting	12	12	4		6									
3.2 Ordinance	24	16	4	4		8	4	4	8	4				
3.3 Legislative Meetings	40	32	8	6	8	8			8	4				
Subtotal	**76**	**60**	**16**	**10**	**14**	**16**	**4**	**4**	**16**	**8**	**0**	**0**	**0**	**224**
														$49,310
Total Estimated Hours	**244**	**216**	**124**	**62**	**88**	**108**	**68**	**76**	**92**	**104**	**96**	**46**	**38**	**1362**
Cost (Hours*Rate)	**$67,100**	**$35,640**	**$20,460**	**$9,610**	**$9,680**	**$26,784**	**$17,068**	**$16,872**	**$30,360**	**$21,320**	**$16,320**	**$7,866**	**$5,510**	**$284,590**

Subtotal Consultant Cost	**$284,590**
Expenses, Engagement	**$2,000**
Project Expenses at ~1% of Project Budget	**$3,400**
Estimated Project Total	**$289,990**