



INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **Matthew Austin, Parks Maintenance & Operations Superintendent**
BY: **David Rosen, Parks & Recreation Analyst**

DATE: **June 25, 2025**

SUBJECT: **Contract Approval: Tukwila Community Center Riverside Campus Sunshades Installation**

ISSUE

The City of Tukwila Parks & Recreation Department seeks to execute a contract with Northwest Playground Equipment Inc. for the procurement and installation of multiple sunshade structures at the Tukwila Community Center Splash Pad. The full project cost of \$154,319.67 requires full council approval before the Mayor may sign and execute the proposed contract.

BACKGROUND

As part of the 2020 Parks, Recreation, and Open Space (PROS) Plan released in March 2020, community outreach was performed to gather both structured and open response feedback concerning parks, their amenities, and any other comments or concerns regarding parks, trails, and open space assets. Through this outreach, staff identified that the Tukwila Community Center is the most used recreational asset in the city and some of the most used activities include bringing kids to play and enjoying the outdoor amenities offered by the campus. This project aims to directly enhance an already strong recreational asset our community uses and enjoys.

DISCUSSION

This project will feature the installation of three sunshades at the Tukwila Community Center Splash Pad. Two of the structures will be in the provided butterfly design, measuring approximately 576 sq. ft and the third structure will be in the provided flower design, measuring approximately 462 sq. ft. The contractor will provide temporary fencing and installation services while the city is responsible for permits, fees, related inspection fees, site prep, and confirmation of exact install locations. The estimated time to completion from an issued notice to proceed is 8 - 12 weeks, putting an estimated project completion date in the mid-September to mid-October timeframe.

FINANCIAL IMPACT

Funding for this project will be provided entirely by the Land Acquisition, Recreation, and Park Development (301) Fund using Real Estate Excise Tax 1st Quarter Percent funds (REET1). Therefore, approval of the attached contract does not create any General Fund inflows or outflows.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward this contract for approval by the full Tukwila City Council on the July 21, 2025 Regular Meeting Consent Agenda.

ATTACHMENTS

- A --- Proposed Contract for Procurement & Installation – Northwest Playground Equipment Inc.
- B --- Proposed Quote AM-6242025-00010063
- C --- Splash Pad Butterfly & Flower Shade Design Visuals (Project Name: Tukwila Splash Pad)



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **Northwest Playground Equipment Inc.**, hereinafter referred to as "the Contractor," whose principal office is located at **345 NW Dogwood St, Issaquah WA, 98027-3216**.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$154,319.67** at a rate **for services provided per Quote # AM-6242025-00010063 (Exhibit A)**.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **July 25, 2025**, and ending **December 31, 2025**, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. 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 City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating

of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 25th day of June, 2025.

***** City signatures to be obtained by
City Clerk's Staff ONLY. *****

***** Contractor signature to be obtained by
sponsor staff. *****

CITY OF TUKWILA

CONTRACTOR:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

Title: _____

ATTEST/AUTHENTICATED:

Address: _____

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 642-8117

Email: sales@nwplayground.com

QUOTE

Quote # AM-6242025-00010063

Quote Name: Tukwila Splash Shade - R1

Date: 06-24-2025

Bill To: Tukwila, City of
6200 Southcenter Blvd.
Tukwila, WA 98188

Ship To: Tukwila, City of
42nd Avenue South
Seattle, WA 98168

Site Address: 12424 42nd Avenue South
Tukwila, WA 98168

Name: Matthew Austin
Email: matthew.austin@tukwilawa.gov

Phone: 206-445-2245
Cell:

Item #	Qty	Description	Price	Total Price
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EQUIPMENT

USA Shade

USA Shade - Fabric	1	24' x 24' Butterfly Shade (Wings Flat) USA Shade System with Shade Fabric, 10' Entry Height, Pier Mounted with Turn N Slide System.	\$35,860.00	\$35,860.00
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Coastal Primer w/Powder Coating, Galvanized Cable, Recessed Based Plate Anchor Bolts Included

USA Shade - Fabric	1	Powder Coating and Shade Fabric Color to be Confirmed 24' x 24' Butterfly Shade (Wings Up) USA Shade System with Shade Fabric, 10' Entry Height, Pier Mounted with Turn N Slide System.	\$35,860.00	\$35,860.00
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Coastal Primer w/Powder Coating, Galvanized Cable, Recessed Based Plate Anchor Bolts Included

USA Shade - Fabric	1	Powder Coating and Shade Fabric Color to be Confirmed 21' Flower Shade USA Shade System with Shade Fabric, 12' Entry Height, Pier Mounted with Turn N Slide System.	\$27,860.00	\$27,860.00
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Coastal Primer w/Powder Coating, Galvanized Cable, Recessed Based Plate Anchor Bolts Included

USA Shade Drawings Fabric	2	Powder Coating and Shade Fabric Color to be Confirmed USA Shade Fabric Shelter Drawings NOTE: Each Drawing and Stamp Revision will Incur a \$1000 fee, Drawing Total may Vary upon Customer Final Decision	\$1,000.00	\$2,000.00
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Equipment Subtotal (less tax): \$101,580.00

CONTRACT DISCOUNT

USA Shade	KCDA - King County Directors Association Discount: BID #22-315	5%	(\$5,079.00)
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FREIGHT

USA Shade	Freight	\$11,425.00
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Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 642-8117

Email: sales@nwplayground.com

Equipment Total (less tax): \$107,926.00

CERTIFIED INSTALLATION

Temporary Fencing	1	Supply & Install Temporary Fencing for the Duration of the Project.	\$2,860.00	\$2,860.00
Deluxe Shade Or Polygon	3	Installation of Footings and Assembly Shade Structure. Installation includes Taking Delivery of Shade, Disposal of Packaging Debris, Pouring Footings, and Assembling Shade.	\$9,750.00	\$29,250.00

Customer is Responsible for all Permits or Fees, as well as any Inspection Related Fees and Charges.
Quote doesn't include Site Prep.

Customer to Confirm Engineered Drawing Requirement

Prevailing Wage

Performance Bond (If Required):

Credit Card Fee (If Required):

Location Code:

Resale Certificate Required for Tax Exemption:

Tax:

Installation Total:

3.0%

3.5%

10.20%

\$32,110.00

\$14,283.67

ORDER TOTAL: \$154,319.67

Acceptance of Proposal:

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

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

Doug Nelson

Sales Rep

Customer Signature

Date



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

Project Name: Tukwila Splash Shade

Quote # AM-6242025-00010063

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 10 days.

Orders placed or requested for delivery after 10 days are subject to Steel and Material price increases and Surcharges.

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

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

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

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

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

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

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

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

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

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

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

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

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

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

TAXES:

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

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3.5% charge will be added to all credit card orders.

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

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

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

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

INSTALLATION: (if applicable)

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

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

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

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

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

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

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

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions:

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

Doug Nelson

Sales Rep

Customer Signature

Date

NOTES:
 -THESE DRAWINGS ARE NOT FOR CONSTRUCTION, THEY ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY.
 -NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.
 -ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.

106.1 FLOWER PETALS FLAT