CITY OF KIRKLAND
Department of Parks & Community Services
505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Jennifer Schroder, Director
Oskar Rey, Assistant City Attorney

Date: May 22, 2015

Subject: LAKEVIEW ELEMENTARY SCHOOL FIELD TURF PROJECT

RECOMMENDATION

That the Kirkland City Council adopt a Resolution authorizing the City Manager to sign a Lakeview Elementary School Restated Amendment to Joint Use Agreement ("Joint Use Agreement") with the Lake Washington School District ("District") that would allow the City to construct and maintain a FieldTurf™ athletic field ("Field") at Lakeview Elementary School.

BACKGROUND DISCUSSION

The City has a history of partnership since the early 1980's with the Lake Washington School District, both formally and informally. Recognizing that through cooperation, City and District athletic fields and facilities could be used to meet the broader community's needs for education and recreation than either party could provide separately, and recognizing the need to formalize this partnership, the District and City entered into the first formal Interlocal Joint Use Agreement (Agreement) in October of 1991. Subsequently, in August 2000, the District and the City entered into a second Interlocal Agreement, this time for Joint Use in the City of Kirkland of the former Potential Annexation Area (Juanita, Finn Hill and Kingsgate).

The Agreement was again amended on August 2, 2002, to acknowledge the City's investment in capital improvement to athletic fields at the following schools: Juanita Elementary, Lakeview Elementary, Franklin Elementary, Rose Hill Elementary, Kirkland Junior High School, B.E.S.T. High School and Twain Elementary (collectively the "Amendments") and each of these Amendments are considered as amendments to the Agreement.

The 2002 Park Levy included funds to improve the athletic field at Lakeview Elementary with a sand-based field. Although at the time a sand-based field provided improved utilization, it is not irrigated, thus dusty during the summer months, and often unusable in the rainy season.

SRMKJVD LLC ("SRM") has agreed to provide the funds necessary for the City to renovate the field into a FieldTurf™ field. Although the Field is on District Property, the District requested that the City contract for installation of the Field. The City is in the process of finalizing an agreement with SRM by which it will allocate responsibilities for field installation. That agreement will be

brought to Council for approval at its June 16, 2015 Council Meeting, along with an award of bid to FieldTurf USA, Inc. for construction of the Field. Construction will occur over the summer while Lakeview Elementary School is not in session.

The City and the District need to revise the existing Joint Use Agreement regarding Lakeview Elementary to allow for construction, maintenance and scheduling use of the Field. Although the Field is on District Property, the District requested that the City contract for installation of the Field. Therefore, the revised Joint Use Agreement provides that:

A. The City shall contract for installation of the Field with funds provided by SRM (Section 2B);

B. The City shall not be responsible for funding the Project with its own funds (Section 2B);

C. SRM shall be responsible for construction oversight and project management (Section 2D);

D. The City will maintain, repair and replace the Field at the end of its useful life. The City intends to allocate user fees towards the cost of future Field replacement (Sections 2A and 3A);

E. The City will coordinate scheduling the use of the Field. The District will receive scheduling priority in accordance with District policies.

Looking forward, the City will contract with SRM with respect to financing construction of the Field and allocation of responsibility for construction management and oversight. The City will utilize the King County Director's Association ("KCDA") procurement process to contract with FieldTurf USA, Inc. for installation of the Field. KCDA is owned by Washington's public school districts and provides centralized procurement services to member agencies, including school districts, state agencies, counties and cities in Washington and neighboring states. KCDA's list of approved vendors is obtained through a competitive bid process which selects the lowest and most responsive bid consistent with the City's purchasing requirements. Utilizing KCDA saves City staff time in administration of bid selection and direct expenses related to bid advertising. The total amount of FieldTurf USA's proposal for the project is $696,706.96. A copy of the FieldTurf USA proposal accompanies this Memo.

FieldTurf
A Tarkett Sports Company

THE ULTIMATE
SURFACE EXPERIENCE

Date: 03/30/2015

To: Dave Tomson
SRM Development
760 6th St. south suite 100
Kirkland, WA 98033
Email: dave@srmdevelopment.com

From: Donny Jones - FieldTurf Regional Vice President
Phone: (360) 668-8989
Email: Donny.Jones@fieldturf.com

Subject: Lakeview Elementary

FieldTurf USA, Inc. is pleased to present the following proposal for the Lakeview Elementary School synthetic turf field based upon the schematic drawings prepared by D.A. Hogan and associates dated March 20, 2015. Prices are based off of the KCDA purchasing program. KCDA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors whose product has already been bid at a national level. AEPA IFB #012.

Description	TOTAL
FieldTurf XT-50 (Approx. 58,000 SqFt)	$238,646.71
Inlaid Soccer Markings	$7,140.00
Inlaid Softball Markings	$7,140.00
G-Max Testing (1) Test at time of Completion	$1,530.00
Sitework Scope (Description Below)	$374,647.40
Performance/Payment Bonds	$7,157.95
Sub Total without WSST	**$636,262.06**
WSST estimated at 9.5%	**$60,444.90**
Total with WSST	**$696,706.96**

SITEWORK SCOPE:

- Mobilization
- Construction Management
- Surveying
- Provide locate service before excavation begins.
- Provide security fence as needed.
- Demolition, construction entrance and TESC per sheet C1.0
- Demolition per sheet C2.0
- Provide and install the Contech 60” diameter storm filter per sheet C2.1
- Provide and install new 8” storm line per sheet C2.0
- Provide and install new concrete curbing per sheet F1.1
- Provide and install new bases and anchors per sheet F1.1
- Excavate and dispose of existing all weather material as needed to achieve subgrade per sheet F1.2

- Rehab drainage lines as outlined on sheet F1.3
- Fine grade field to specified tolerance for ultrabase installation.
- Provide and install Ultrabase fabric per manufacturer's specifications.
- Provide and install Ultrabase champ per manufacturer's recommendations.

EXCLUSIONS:

a) Concrete sidewalks/paving and preparation per sheet F1.1
b) We have removed our contingency money in the amount of $10,000.00
c) All fencing, backstops and fence sleeves if applicable.
d) Handling or disposing of any contaminated or hazardous materials.
e) Rock Excavation, cutting, drilling, blasting or removing bedrock. If bedrock is encountered, bedrock will be removed on a time and material basis
f) Testing of materials.
g) Dewatering of the site.
h) Any costs associated with necessary charges relating to the delineation of the field;
i) Unless otherwise specified, does not include any G-max testing.
j) The supply of manholes or clean-outs or grates, or supply of the manhole covers; and
k) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
l) The implementation of a storm water pollution prevention plan.
m) Site security (I.E. Patrols)
n) Silt fencing and any other fencing.
o) Boring for utilities.
p) Any electrical work.
q) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated.
r) Asphalt paving.
s) Track surfacing, unless otherwise noted.
t) Installation of manholes, junction boxes, gabions, concrete riprap, and storm drainage not related to the field construction, grate inlets and RCP.
u) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play.
v) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;

b) Final payment shall be upon the substantial completion of FieldTurf's obligations;

c) FieldTurf requires a minimum of **21** days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under a typical field size and scenario, FieldTurf further requires approximately **60** days unencumbered access to the field to complete the field, subject to weather, other delays beyond the control of FieldTurf and *force majeure*.

d) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.

e) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

f) FieldTurf shall be entitled to pursue all costs and expenses, including attorney fees, associated with collection procedures of payment of any past due invoice.

g) All colors are to be chosen from FieldTurf's standard colors.

a) An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

If the above is acceptable, please execute a purchase order for the total cost to Shawne Anderson at KCDA: sanderson@kcda.org or via fax at: 253-395-5402. If you have any questions regarding this cooperative purchasing proposal, please feel free to contact Sarah from FieldTurf at: 888-209-0065 ext. 230 or via e-mail: sarah.morehead@fieldturf.com Thank you!

RESOLUTION R-5127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LAKEVIEW ELEMENTARY SCHOOL RESTATED AMENDMENT TO JOINT USE AGREEMENT BETWEEN LAKE WASHINGTON SCHOOL DISTRICT AND THE CITY OF KIRKLAND.

WHEREAS, in 2002, the City of Kirkland ("City") and the Lake Washington School District ("District") entered into a Joint Use Agreement for Development, Maintenance, Scheduling and Operations of Athletic Facilities ("Joint Use Agreement"); and

WHEREAS, in 2006, the City and the District entered into an amendment to the Joint Use Agreement that allowed for construction of a sand-based all weather field at Lakeview Elementary School ("Lakeview Amendment"); and

WHEREAS, the City and the District desire to modify and add to the provisions of the Lakeview Amendment that will allow for construction, maintenance, use and future replacement of a FieldTurf athletic field ("Field") to replace the current sand-based field; and

WHEREAS, it is anticipated that the City will enter into a separate agreement with SRMKJVD LLC relating to financing the construction of the Field;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized to execute on behalf of the City of Kirkland the "Lakeview Elementary School Restated Amendment to Joint Use Agreement Between Lake Washington School District and the City of Kirkland" ("Restated Amendment") substantially similar to that attached as Exhibit "A." The City Manager shall not be required to execute the Restated Amendment until an Agreement with SRMKJVD LLC for the financing of the Field has been finalized.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2015.

Signed in authentication thereof this ____ day of _____, 2015.

_____
MAYOR

Attest:

_____
City Clerk

LAKEVIEW ELEMENTARY SCHOOL RESTATED AMENDMENT TO JOINT USE AGREEMENT BETWEEN LAKE WASHINGTON SCHOOL DISTRICT AND THE CITY OF KIRKLAND

This is a Restated Amendment to the Lake Washington School District (the "District") and City of Kirkland (the "City") Joint Use Agreement for Development, Maintenance, Scheduling and Operations of Athletic Facilities dated August 2, 2000, that specifically addresses Lakeview Elementary School ("Amendment").

Recitals

A. On August 2, 2002, the District and the City entered into a Joint Use Agreement for Development, Maintenance, Scheduling, and Operations of Athletic Facilities (the "Agreement"). The City and the District were authorized to enter into the Agreement pursuant to RCW 39.34 *et seq*. The recitals set forth in the Agreement are herein incorporated by reference.

B. One of the objectives of the Agreement was to provide for greater access to the community of the City and District-owned athletic and recreational facilities, which has been accomplished. The City has made improvements to District-owned athletic facilities as contemplated by the Agreement.

C. The City and the District desire to modify and add to the provisions of said Joint Use Agreement and restate and replace the Lakeview Elementary School Amendment signed June 26, 2006 by the City and July 5, 2006 by the District for the renovation and replacement of the all-weather playfield at Lakeview Elementary to a FieldTurf synthetic grass turf field (the "New Field") and to address the construction, maintenance, use and future replacement of the synthetic grass field so that it may continue to be used for school purposes and by the public for recreational purposes

D. Attached hereto as ***Exhibit A*** is a site plan for the New Field at Lakeview Elementary School. The site plan illustrates the New Field the City is responsible for constructing, maintaining, repairing, and replacing under this Agreement.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the City and District hereby agrees as follows:

AGREEMENT

SECTION 1: Purpose
The purpose of this modified and restated Amendment is to set forth the terms and conditions under which the City will construct, maintain, repair, and replace the New Field identified above.

SECTION 2: Playfield Renovation

A. The City intends to renovate and replace the existing all weather field at Lakeview Elementary to a FieldTurf playing field. The New Field will be designed by D.A. Hogan & Associates.

B. The City shall pay for the design and construction of the New Field from funds provided by SRMKJVD LLC ("SRM"). The City shall not be independently responsible for funding the New Field.

C. Design, plans, type of construction, field specifications, including field striping and construction schedule, shall be subject to prior review and written approval by the District, which approval shall not be unreasonably withheld. The District shall be provided with copies of the as-built drawings and all warranty documents for the New Field at the completion of the construction.

D. The City shall contract with SRM for project management and construction oversight services. The District shall work directly with SRM with respect to site access, staging and other issues arising during construction of the New Field. Once construction of the New Field commences, the City will provide the District with status reports on construction progress upon request.

E. The City shall be designated as the Lead Agency for the field renovation project for purpose of the State Environmental Policy Act ("SEPA") and be responsible for complying with its building codes and other laws, ordinances, and other construction requirements. Construction hours will be Monday through Friday from 8 a.m. to 8 p.m., and Saturdays from 9 a.m. to 6 p.m. (as needed). This represents a morning construction start time delay of one hour. These work hours restrictions will be included in the construction specifications and the City shall be responsible for enforcing the hours of construction.

SECTION 3: Maintenance and Repair

A. The City shall receive and, as necessary, enforce all warranties provided by the field manufacturer and installer. The City shall maintain and keep in good repair the New Field and any landscaping associated with the improvements constructed by the City. The City shall perform annual testing of the New Field to help ensure its safety and as an indicator of needed

maintenance, spot area replacement, or replacement due to the end of the field's useful life. The City shall contract with a third party certified inspector/tester, such as Bob Harding of D.A.Hogan or equivalent. Maintenance and repair shall include, but not be limited to, weeding, watering, mowing, edging, fertilizing and trimming landscaping, regular removal of garbage and other refuse, and repair and maintenance of pathways, bleachers, backstops, soccer goals and any other equipment purchased by the City located on or near the New Field described in Exhibit A. Additionally, to keep the New Field in optimum condition, the City shall purchase a "fluffer" to maintain the texture and safety of the New Field. The District shall be responsible for the maintaining and repairing of any improvements or landscaping installed at the New Field that is outside the scope of the New Field Project.

B. Upon completion of construction of the New Field, the City agrees to submit for the District's reasonable approval a written plan for the New Field the City is responsible for maintaining and repairing under this Amendment and the Agreement. In the event the City wishes to propose changes to the repair and maintenance plan, the City agrees to provide the District with any material changes to this repair and maintenance plan on or before August 15th of each year so that the District can plan its fiscal year.

C. No improvements, alterations or modifications of the New Field shall be made by either party without the District's and City's prior written consent, which shall not be unreasonably withheld.

SECTION 4: Scheduling

The City shall act as the Scheduling Coordinator for the New Field at Lakeview Elementary. In scheduling use of the New Field, the City shall comply with District policies regarding the priority of users as set forth on Exhibit B, which is attached hereto and incorporated herein by reference, as such policy exists today and as it may be amended from time to time.

Except as modified below, the District shall have first priority use of the New Field until 4 p.m. on weekdays from September 1 until the end of the school year. The City shall have first priority for the New Field for use at other times, subject to priority of users as set forth in ***Exhibit B***. The schedule for City use of the Lakeview field will be as follows:

September 1 through Last Day of School	Mon-Fri:	4:00 p.m. to 9 p.m.
	Saturday:	8:00 a.m. to 9 p.m.
	Sunday:	9:00 a.m. to Dusk
1st Day of Summer Break through August 31	Mon-Sat:	8:00 a.m. to 10 p.m.
	Sunday:	9:00 a.m. to Dusk.

SECTION 5: City Maintenance Signs

The City agrees to maintain the two (2) existing signs at the New Field stating that the City is responsible for the maintenance and repair of the New Field and related facilities consistent with this Restated Amendment and the Agreement.

SECTION 6: Use.

In the City's maintenance and repair of the New Field, the City shall not materially interfere with the operation of the school or endanger the students or the employees of the District.

SECTION 7: Drug-Free Workplace.

The City and its contractors and all subcontractors, and employees or laborers shall fully comply with all applicable federal, state, and local laws and regulations regarding a drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the District property.

SECTION 8: Tobacco Products.

Pursuant to RCW 28A.212.310, no tobacco products of any kind may be used on the New Field and surrounding areas or on any other property of the District.

SECTION 9: Amplification

The use of amplification (i.e. sound systems, boom boxes, bull horns, speakers, etc.) will not be permitted during City use unless approved by the Director of Parks and Recreations or his/her designee.

SECTION 10: Hazardous Materials.

To the extent the maintenance or repair of the New Field or portable restroom facilities involves any hazardous materials, the City shall comply with Chapter 49.26 RCW and any provisions of the Washington Administrative Code. In the event that any hazardous materials or flammable materials are deposited by the City or its contractors or assigns on the District's property, the City shall immediately take such actions as may be necessary to remedy any and all damages caused by such deposit.

SECTION 11: Pesticides

During the maintenance and repair of the New Field, including all planters, plantings and shrubs, the City shall, in accordance with state law, first give notice and obtain the District's approval, through the District's Supervisor of Grounds Maintenance, before using any herbicide, insecticide, fungicide or other pesticide on the New Field or landscaping or walkways.

SECTION 12: No Pets

Pets shall not be permitted at the New Field and the District will provide signs which notify the public of this policy.

SECTION 13: Fees

The City may charge fees to community users of the New Field to cover administrative and maintenance costs along with future New Field replacement costs.

SECTION 14: Effect on Joint Use Agreement.

Except as may be amended by this Amendment, all other terms and conditions of the Joint Use Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Joint Use Agreement, this Amendment shall control, including provisions concerning days and times of Field use.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

_____	_____
Forrest W. Miller	Kurt Triplett
Director of Support Services	City Manager
Lake Washington School District	City of Kirkland

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Forrest W. Miller** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Support Services of Lake Washington School District No. 414, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

_____
_____[Print Name]
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Kurt Triplett** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Kirkland, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

_____
_____[Print Name]
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

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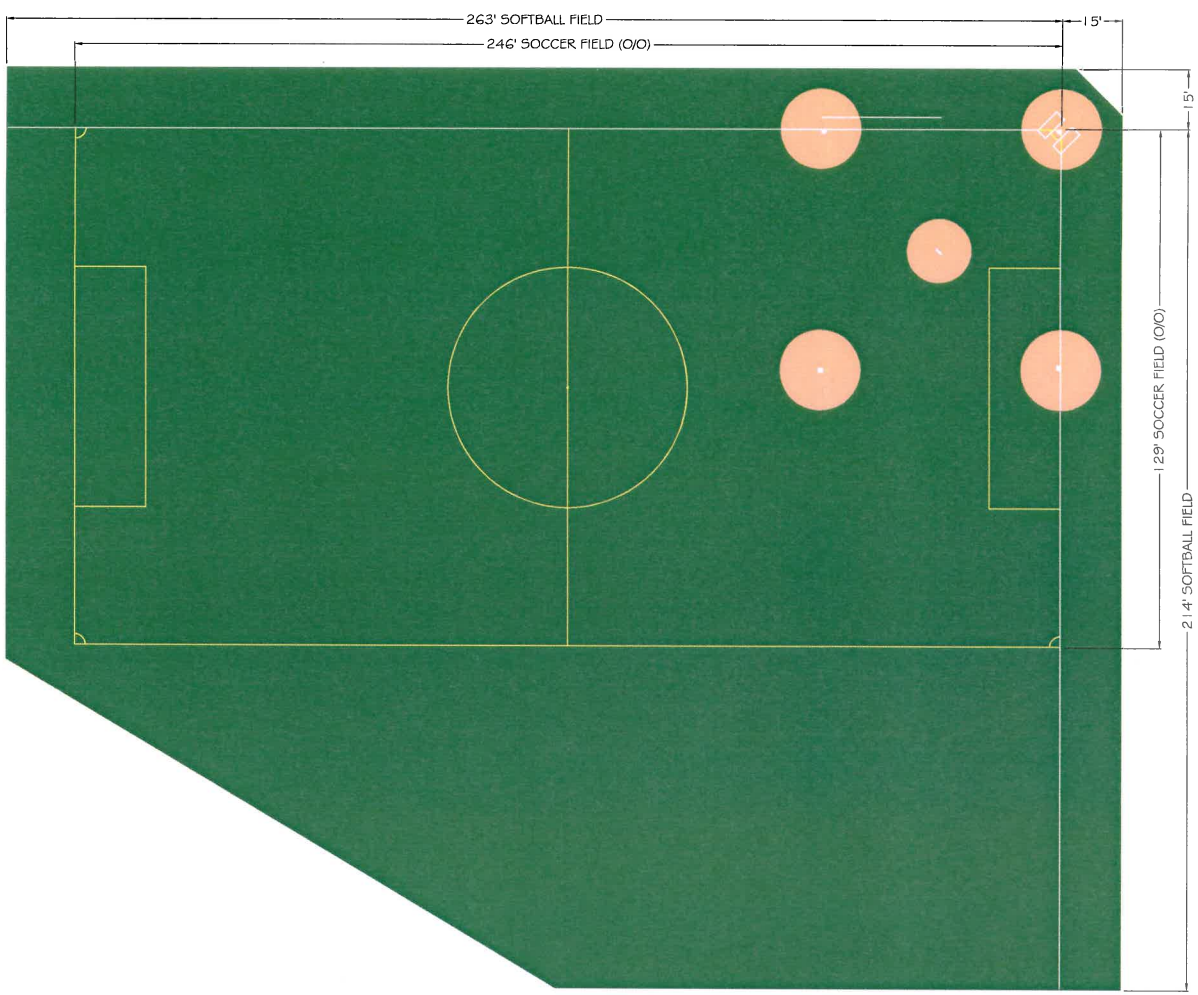
R-5127
EXHIBIT A

FieldTurf Revolution Monofilament 2.5"



APPROVED BY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

SPORT COLORS:

SOFTBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

SOCCER
COMPLETE COLOR NAME: CANARY YELLOW
PANTONE COLOR NUMBER: 136C

LEGEND:

GREEN FIELDTURF
56,541 sq.ft.

TAN FIELDTURF
1,458 sq.ft.

TOTAL FIELDTURF
57,999 sq.ft.

FIELD LAYOUT NOTES (sports are in order of dominance):

1. SOFTBALL MARKINGS ARE 4" WHITE.
2. SOCCER MARKINGS ARE 4" YELLOW.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

DRAWN BY:	P.B.
CHECKED BY:	J.B.
SCALE:	1"=30'
FIELD AREA:	57,999 sq.ft.
PERIMETER:	948 ln.ft.

Scale is only accurate when this drawing is printed on 11" X 17" paper.

FieldTurf
A Tarkett Sports Company

LAKEVIEW ELEMENTARY
KIRKLAND, WA

DATE: MARCH 25, 2015 | ISSUE: PRESENTATION | SHEET: X/X FIELD LAYOUT

All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

R-5127
Exhibit B

Lake Washington School District

Community Use of School Facilities

File: KG

The public schools are owned and operated by and for their patrons. To ensure that the schools become an integral part of the community, the Lake Washington School District shall encourage community groups to use school facilities and shall cooperate with park departments and other governmental agencies to run community programs in school facilities.

School sponsored activities shall have first priority, cities and other governmental agencies with whom the district has a joint-use interlocal agreement shall have second priority, non-profit youth organization residing within the Lake Washington School District shall have third priority, non-profit adult organizations residing in the Lake Washington School District shall have fourth priority, other non-profit organizations shall have fifth priority and private and commercial groups the last priority. The right to authorize use of school facilities shall be retained by the board and/or the superintendent through the appointed unit administrators consistent with this policy and such implementing regulations as the superintendent may issue.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor the purposes they represent.

Groups wishing to use district facilities for public activities must ensure that accommodations are available to provide access to individuals with disabilities who wish to participate in the activity or program. Users may request consultation and/or services from the district in providing special accommodations to disabled persons. Disabled persons should contact the group leader no later than three (3) days before the activity so that special arrangements can be made.

Adopted:
12/1/74

Revised:
10/3/77
8/12/85
5/7/90
9/1/92
5/2/94
4/2/01

LEGAL REFS.:
RCW 28A.335.150
RCW 28A.320.510
AGO 1973 No. 26
American's with Disabilities Act of 1990

CROSS REFS.:
Rental & Service Charges (DFD)
Limited Open Forum (IGDAA)
Community Use of School Facilities (KG-R) (regulation)
Tobacco-Free Environment (KGC)
Relations with Governmental Authorities (KN)
Relations with Park Authorities (KNAH)