



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: June 8, 2015

Subject: LAKEVIEW ELEMENTARY SCHOOL FIELD TURF PROJECT

RECOMMENDATION

That the Kirkland City Council authorize City staff to do the following:

1. Enter into a Lakeview Elementary Field Turf Construction Agreement ("Field Turf Agreement") with SRMKJVD LLC ("SRM") that would allow SRM to fund and the City to construct the Field at Lakeview Elementary; and
2. Award the bid to FieldTurf USA, Inc. for the construction and installation of the Field. This bid is being awarded through the King County Director's Association ("KCDA") cooperative purchasing program. Award of the bid is conditioned on the City and SRM entering into the Field Turf Agreement (see item #1 above).

A resolution authorizing these actions accompanies this Staff Report.

BACKGROUND DISCUSSION

On June 2, 2015, the City Council approved Resolution R-5127 authorizing the City Manager to execute the Lakeview Elementary School Restated Amendment to Joint Use Agreement ("Joint Use Agreement") with the Lake Washington School District ("District") that will allow the City to construct and maintain a FieldTurf™ athletic field ("Field") at Lakeview Elementary;

The approval of R-5127 was one of three City actions required for installation of the Field and the ongoing maintenance, management and scheduling of its use. The second action required is for the City and SRM to enter into the Field Turf Agreement setting forth the terms and conditions under which the Field will be installed. The Agreement provides that the City will contract with the Contractor for installation of the Field using the KCDA procurement process. 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 Field Turf Agreement provides that:

- A. SRM shall provide funds to the City to fund the Project. The City shall not be responsible for independently funding the Project. SRM will indemnify, defend and hold the City harmless against any claims arising from any failure by SRM to fund the Project (Section 2);
- B. SRM is responsible for project management and oversight of Project work (Section 3);
- C. The City and SRM will cooperate to ensure all laws and KCDA procedures relating to public bidding and procurement are followed (Section 4);
- D. The District will have first priority for scheduling Field use and the City has second priority. In recognition of SRM's payment of the cost of the Field installation, the City will give City priority to SRM's tenant (Section 5).

Third, the City will award the bid for the Field Project to FieldTurf USA, Inc. Award of the bid is conditioned the City and SRM entering into the Field Turf Agreement. The total amount of FieldTurf USA's proposal for the project is \$696,706.96. A copy of the proposal and a field diagram is attached to the Field Turf Construction Agreement, which accompanies the Resolution.

The award of contract is conditioned on the full execution of the Lakeview Elementary Field Turf Construction Agreement between the City and SRM. The contract should not be awarded until SRM is legally bound to contribute the necessary funds for construction of the Field.

RESOLUTION R-5130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LAKEVIEW ELEMENTARY FIELD TURF CONSTRUCTION AGREEMENT BETWEEN SRMKJVD LLC AND THE CITY OF KIRKLAND.

1 WHEREAS, the City of Kirkland ("City") and the Lake Washington
2 School District ("District") have contracted for the City to maintain,
3 operate and schedule the use of certain District facilities pursuant to a
4 Joint Use Agreement; and

5
6 WHEREAS, under the Joint Use Agreement, the City currently
7 maintains, operates and schedules the use of the Lakeview Elementary
8 School play field; and

9
10 WHEREAS, the City and the District recently reached an
11 agreement to modify the Joint Use Agreement to allow for construction,
12 maintenance, use and future replacement of a FieldTurf athletic field
13 ("Field") to replace the current sand-based field; and

14
15 WHEREAS, SRMKJVD LLC ("SRM") is willing to contribute to the
16 City the funds necessary for design and construction of the Field and
17 provide oversight and construction management services with respect
18 to the construction of the Field; and

19
20 WHEREAS, the City and SRM wish to set forth their
21 understanding with respect to their respective roles and responsibilities
22 for the design, installation and maintenance of the Field; and

23
24 WHEREAS, the City desires to award the contract for
25 construction of the Field to FieldTurf USA, Inc., conditioned on the City
26 and SRM executing the Lakeview Elementary Field Turf Construction
27 Agreement.

28
29 NOW, THEREFORE, be it resolved by the City Council of the City
30 of Kirkland as follows:

31
32 Section 1. The City Manager is authorized to execute on behalf
33 of the City of Kirkland the "Lakeview Elementary Field Turf Construction
34 Agreement" substantially similar to that attached as Exhibit "A."

35
36 Section 2. The contract for installation and construction of the
37 Field is hereby conditionally awarded to FieldTurf USA, Inc., conditioned
38 on full execution of the Lakeview Elementary Field Turf Construction
39 Agreement between the City and SRM.

40
41 Passed by majority vote of the Kirkland City Council in open
42 meeting this ____ day of _____, 2015.

43
44

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

MAYOR

Attest:

City Clerk

LAKEVIEW ELEMENTARY FIELD TURF CONSTRUCTION AGREEMENT

This LAKEVIEW ELEMENTARY FIELD TURF CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into as of June ___, 2015 (the “Effective Date”), by and between the CITY OF KIRKLAND, a non-charter, optional code Washington municipal corporation (the “City”); and SRMKJVD LLC, a Delaware limited liability company (“SRM”).

RECITALS

A. The City and the Lake Washington School District (“District”) have contracted for the City to maintain, operate and schedule the use of certain District facilities pursuant to a Joint Use Agreement. Under the Joint Use Agreement, the City is responsible for maintaining, operating and coordinating the scheduling for the existing play field at Lakeview Elementary School, which is owned and operated by the District. The current play field is sand-based.

B. SRM has access to funds pursuant to which it would like to install a FieldTurf™ play field (“Field”) to replace the existing sand-based field. The installation of the Field is referred to in this Agreement as the “Project.”

C. The City is willing to contract for installation of the Field with FieldTurf USA, Inc. (“Contractor”) through the King County Director’s Association (“KCDA”) process. By separate agreement, the City and the District have agreed upon the installation, maintenance and replacement of the Field. The City has also agreed to schedule use of the Field in accordance with District policies. A copy of the Lakeview Elementary School Restated Amendment to Joint Use Agreement between the District and the City (“Joint Use Agreement”) is attached hereto as Exhibit A.

D. SRM is willing to provide oversight and construction management with respect to the design and installation and final approval of the Field.

E. SRM and the City desire to enter into this Agreement to set forth their understanding and agreement with respect to the design, installation, maintenance and use of the Field.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, SRM and the City agree as follows:

1. KCDA Contracting Process. The City shall contract with Contractor through the KCDA purchasing program for installation of the Field using the proposal attached hereto as Exhibit B (March 30, 2015 Proposal from Contractor) (the “Proposal”). SRM and the City shall follow all KCDA procedures with respect to the Project. A copy of the KCDA procedures is attached hereto as Exhibit C and incorporated into this Agreement.

2. Funding the Project.

2.1. KCDA Billing. SRM is solely responsible for providing funds for the Project. The current Project estimate, based on the Proposal attached hereto as Exhibit B is \$696,706.96. Under the KCDA procedures, the Contractor submits invoices to the KCDA on a monthly basis. KCDA then remits invoices to the City for review and approval. Under the KCDA process, once the City approves an invoice, it is required to remit payment to KCDA, who then issues payment to the Contractor.

2.2. Payment Schedule. SRM shall transmit funds to the City according to the following schedule: (1) fifty percent (50%) of the then-current Project estimate within five (5) days of issuance of a notice to proceed by SRM to the City; (2) seventy-five percent (75%) of the then-current Project estimate when the Project work is seventy-five percent (75%) complete, as determined by SRM in its reasonable discretion; (3) ninety percent (90%) of the then-current Project estimate when the Project is ninety percent (90%) complete, as determined by SRM in its reasonable discretion; and (4) the remainder of the total Project cost upon final acceptance by the City of the Project work.

2.3. Disbursement of Funds. The City shall hold all funds transmitted by SRM for the Project as a separate line-item to be used only for Project payments in accordance with KCDA procedures (“Project Funds”). Under no circumstances shall the City be required to pay KCDA invoices with non-Project Funds. In the event SRM fails to transmit sufficient funds to the City for payment of KCDA invoices for the Project, SRM shall indemnify, defend and hold the City harmless from any and all claims asserted against the City arising out of SRM’s failure to provide Project funds. In the event the City holds excess funds contributed by SRM after completion and acceptance of the Project and payment of retainage, those excess funds shall be returned by the City to SRM within thirty (30) days of final Project close-out.

3. Project Coordination and Oversight. SRM shall be responsible for project management and construction oversight for the Project. SRM shall work directly with the District and Contractor with respect to site access, staging and other issues arising during construction of the Field. SRM shall not receive compensation from the City for its construction management and Project oversight services under this Agreement.

4. Compliance with Applicable Law and KCDA Process. SRM, in the course of its management and oversight of the Project, shall comply with applicable law and KCDA processes with respect to implementation of the Project. Such compliance includes, but is not limited to: (1) ensuring payment of prevailing wages pursuant to RCW 39.12.040; (2) ensuring that payment and performance bonds have been obtained by Contractor pursuant to RCW 39.08.010; and (3) ensuring that certificates of insurances that meet the City’s requirements have been obtained by Contractor. The City, in its role as KCDA member, will: (1) consult with and assist SRM with any questions or issues regarding compliance with applicable law and KCDA processes; (2) review, approve and pay KCDA invoices, provided that the applicable milestones for payment have been met, and provided further, that SRM transmitted sufficient funds to the City for payment of the invoice.

5. Scheduling and Maintenance. Upon completion of the Field, the City shall be responsible for scheduling, maintenance and replacement of the Field in accordance with the Joint Use Agreement with the District. With respect to scheduling, in consideration of SRM funding the design and installation of the Field, SRM's current tenant on tax parcel numbers 7882600180 and 7882600120 ("SRM's Tenant") shall receive the same scheduling priority as those given to "private commercial groups" in accordance with Exhibit B to the Joint Use Agreement, provided however, that if the City has the authority pursuant to the Joint Use Agreement to provide SRM's Tenant with the same scheduling priority given to the City, SRM's Tenant shall be afforded the scheduling priority delineated in Section 4 of the Joint Use Agreement.

6. Dispute Resolution Process. The City and SRM shall use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation before resorting to litigation. The fees for mediation will be borne equally by the parties.

7. Modifications to Agreement. This Agreement contains all terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment executed by both parties.

8. General Provisions.

8.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

8.2 Agreement Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of SRM, and upon the City, except as limited and conditioned in this Agreement.

8.3 Severability. If any provision of this Agreement is determined to be unenforceable or invalid in a final decree or judgment by a court of law, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect. In that event, this Agreement shall thereafter be modified, as provided immediately hereafter, to implement the intent of the parties to the maximum extent allowable under law. The parties shall diligently seek to agree to modify the Agreement consistent with the final court determination, and no party shall undertake any actions inconsistent with the intent of this Agreement until the modification to this Agreement has been completed. If the parties do not mutually agree to modifications within forty-five (45) days after the final court determination, then either party may initiate the mediation process under Section 6 for determination of the modifications that will implement the intent of this Agreement and the final court decision.

8.4 Authority. Each party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

8.5 Exhibits Incorporated. All exhibits to this Agreement are incorporated by this reference as though fully set forth herein.

8.6 Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

8.7 Time of the Essence. Time is of the essence of this Agreement and of every provision hereof. Unless otherwise set forth in this Agreement, the reference to "days" shall mean

calendar days. If any time for action occurs on a weekend or legal holiday in the State of Washington, then the time period shall be extended automatically to the next business day.

8.8 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein and this Agreement supersedes all previous agreements, oral or written.

8.9 Default and Remedies.

(a) Default. No party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of ten (10) days after written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily.

(b) Attorneys' Fees. Subject to the provisions of Section 6, in any action to enforce or determine a party's rights under this Agreement, the substantially prevailing party will be entitled to attorney's fees and costs.

8.10 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.

8.11 Preparation of Agreement. 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.

8.12 Notices. All communications, notices, and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, or (ii) (ii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of Kirkland
 123 Fifth Avenue
 Kirkland, WA 98033
 Attn: Oskar Rey

If to SRM: SRMKJVD LLC
 c/o SRM Development, LLC
 111 N. Post Street, Suite 200
 Spokane, WA 99201
 Attn: Bryan P. Stone

Notice by hand delivery shall be effective upon receipt. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

8.13 Delays. If either party is delayed in the performance of its obligations under this Agreement due to force majeure, then performance of those obligations shall be excused for the period of delay.

8.14 Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each party shall protect, defend, indemnify and hold harmless the other party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party, the party whose negligent action or omissions gave rise to the claim shall defend the other party at the indemnifying party's sole cost and expense; and if final judgment be rendered against the other party and its officers, agents, and employees or jointly the parties and their respective officers, agents, and employees, the parties whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each party shall indemnify and hold the other parties harmless only to the extent of that party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

8.15. Counterparts. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. Electronic delivery of documents (such as fax or email) shall be legally sufficient to bind the party the same as delivery of an original.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

CITY OF KIRKLAND, a Washington
municipal corporation

By: _____
Name: _____
Title: _____

SRMKJVD LLC, a Delaware limited liability
company

By: Stone Rivard McGonigle
Development, LLC, a Washington limited
liability company
Its: Manager

By: _____
Name: _____
Title: _____

**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
1 st 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
Director of Support Services
Lake Washington School District

Kurt Triplett
City Manager
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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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

SITWORK 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



THE ULTIMATE
SURFACE EXPERIENCE

- 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;



THE ULTIMATE
SURFACE EXPERIENCE

- 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!



Procurement Services that Save you Time and Money



**PUBLIC WORKS PROCEDURES
FOR MEMBERS AND CONTRACTORS**

1. KCDA holds the primary contract, but the project contract is between the member and the awarded contractor. Purchase orders must be issued to KCDA. KCDA does not add service fees to the contract price.
2. If the procurement requires prevailing wages under [RCW 39.12.040](#), the contractor and all subcontractors will send the Intents to Pay Prevailing Wage and Affidavits of Wages Paid to the member agency. Intents and Affidavits must name the member agency as the awarding agency to reflect the project that is taking place. KCDA checks for these documents during the progress of the project and works with the member and/or contractor if we are unable to locate them on the L&I website. If there are problems obtaining these forms, KCDA will assist. See liability for failure to comply under [RCW 39.12.042](#).

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.

3. If the public works project exceeds \$35,000, then a Payment and Performance Bond is required under [RCW 39.08.010](#), and paid for by the member either as a line item or embedded in the price of the job. The contractor will acquire the bond and send it to the member prior to the beginning of work. See liability for failure to obtain a bond under [RCW 39.08.015](#).
4. Certificates of Insurance are required. The contractor is to inquire as to the specific member agency insurance requirements, and acquire the certificate per the member agency directions, sending it to the member prior to the beginning of work.
5. As KCDA receives invoices from the contractor, we will contact the member to make sure that the job is complete or that a progress payment is agreed to. We will then pay the contractor, withholding retainage. KCDA will send an invoice to the member applying the same amount of retainage withheld.
6. When the job is completed and all of the Affidavits of Wages Paid have been certified, the member files a Notice of Completion with the Department of Revenue, Labor & Industries and Employment Security.
7. If there is other paperwork that is required by the member, we ask that you forward it to KCDA as soon as the job is complete. As needed, we will either forward to the contractor or monitor for receipt of completed documentation.
8. KCDA will contact the member in 45 days to see if release letters from Dept. of Revenue, Employment Security and Labor and Industries and any other paperwork required by the member have been received. Note: KCDA does not receive a copy of these letters, they need to be retained by the member for auditing purposes.
9. When all is complete, KCDA will pay the contractor and invoice the member for the retainage.