



GENERAL SERVICES AGREEMENT – SMALL WORKS

2026 Sport Court Resurfacing

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and Arrow Concrete & Asphalt Specialties, LLC (hereinafter the "Contractor"). In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES PROVIDED

- A. The Contractor shall provide all necessary labor and materials to construct and complete the following services for the City:
 - 1. Work as described in Attachment A to this Agreement.
- B. Contractor acknowledges this project is a Public Work as defined in RCW 39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, retainage, providing bonds or equivalent, and paying prevailing wages required by that chapter and chapter 39.12 RCW.

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, tools, equipment, and skills necessary to provide the services identified above.
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.
- D. Contractor's Risk. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- E. Work Site Safety. The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
- F. Prevailing Wages. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate

provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

- G. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor's work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
- H. Correction of Defects. The Contractor shall be responsible for correcting all defects in performance of the work and/or related to materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the performance of the work and/or related to the materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

III. DURATION; TIME OF COMPLETION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement, and with the anticipated start date of March 15, 2026. The anticipated completion date to perform the services under the Agreement shall be August 31, 2026. For purposes of paying final invoices and finalizing services, this contract expires on November 30, 2026. Except where terminated earlier, this Agreement shall be effective from the date of Agreement execution through expiration of the warranty period.

IV. PAYMENT

- A. Total Compensation. The City shall pay the Contractor a total amount not to exceed \$102,822.96, including applicable Washington State Sales Tax, for the work and services contemplated in this Agreement, as described in Attachment A. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement, with the exception of an approved change order.
- B. Invoicing. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. The City shall pay for the portion of the work described in the invoice that has been completed by the

Contractor and approved by the City. Payment will be made in the normal course of business following receipt of invoice. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

- C. No Performance and Payment Bond. The Contractor, in lieu of providing the City a performance bond, has elected to have the City retain the final ten percent (10%) of the Agreement amount pursuant to RCW 39.08.010. Therefore, the final ten percent (10%) shall be retained by the City for thirty (30) days after the date of final acceptance or until receipt of all necessary releases from the Washington State Department of Revenue, the Washington State Employment Security Department, and the Washington State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- D. Retainage. Pursuant to RCW 39.04.155(3), and in consideration of the Contractor's decision to provide retainage in lieu of payment and performance bonds under, the City waives the retainage requirements of RCW 60.28.011(1)(a) for this Contract. Although the City is waiving these retainage requirements for this Contract, the City retains its right of recovery against the Contractor for any payments made on the Contractor's behalf, as provided in RCW 39.04.155(3).
- E. Defective or Unauthorized Work. If during the course of the contract the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.
- F. Final Payment: Waiver of Claims. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Agreement and receipt of the final invoice from the Contractor, the City shall pay to the Contractor all sums due as provided by this Agreement, except those required to be withheld by law or agreed to in special contract provisions. The Contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the Contractor as unsettled at the time request for final payment is made.

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs

or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. CHANGES.

The City may issue a written change order for any change in the contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XXII, Claims, below. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. ASSIGNMENT

The Contractor shall not assign, subcontract, transfer, convey, pledge, or otherwise dispose of this Agreement, any part of this Agreement, or any portion of the services contemplated by this Agreement without the prior written consent of the City.

VII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF CONTRACT

The City may terminate this Contract, with or without cause, by giving ten (10) days' written notice to the Contractor. In the event that this Agreement is terminated by the City, the Contractor shall be entitled to receive compensation owed for all work specified in the Scope of Work (Attachment A) that was satisfactorily completed, as scheduled, up to the date of termination. After termination, the City may take possession of all records and data

within the Contractor's possession pertaining to this project, which may thereafter be used by the City without restriction.

IX. HOLD HARMLESS AND INDEMNIFICATION

- A. To the greatest extent allowed by law the Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. 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 services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence and Contractor's defense obligations shall be limited to the reimbursement of reasonable defense costs (including attorney and professional fees and expenses) in proportion to liability of the Contractor.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Washington's Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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 coverage as described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,

independent contractors, products-completed operations, stop-gap liability, and 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. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. 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.

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. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of

whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

G. Subcontractors' Insurance

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

H. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement 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.

XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to:

City of Kirkland Parks and Community Services
Attention: Jeff Rotter, Parks Maintenance Supervisor
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

Written notices, requests, or grievances to the Contractor shall be made to:

Arrow Concrete & Asphalt Specialties, LLC
Attention: Jim Bittner, Estimator
9915 E Trent Ave, Spokane Valley, WA 99206.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The Parks and Community Services Department for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

XIV. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto. If any terms contained in an attachment conflict with the terms and intent of this Agreement, then the terms of this Agreement shall control.

XV. CONFIRMATION OF CONTRACTOR ELIGIBILITY

Within the three-year period immediately preceding the date of the bid solicitation for this Project, Contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW.

XVI. NON-ENDORSEMENT

As a result of the selection of a Contractor to perform work and supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Contractor acknowledges that the person, firm, association, co-partnership, or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. DEBARMENT

Contractor certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XX. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXI. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXII. PROTEST AND CLAIMS

- A. Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.
- B. Claim must cover all costs and be documented: A Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor (and Subcontractors) may be entitled and may not contain reservations of rights without City's written approval; any such unapproved reservations of rights shall be without effect. At a minimum, a Claim shall contain the following information:
1. *Factual statement of Claim:* A detailed factual statement of the Claim for additional compensation and/or time, if any, providing all necessary dates, locations, and items of work affected by the Claim and confirming the damages asserted (time and cost) are actually caused by and/or a result of the act, event, or condition complained of;
 2. *Dates:* The date on which event(s) arose which gave rise to the Claim;
 3. *Individuals knowledgeable about Claim:* The name of each individual, including but not limited to employees of Contractor, Subcontractors, City and/or A/E believed to be knowledgeable about the Claim;
 4. *Support from Agreement Documents:* The specific provisions of the Agreement that support the Claim;
 5. *Identification of other supporting information:* The identification of any documents and the substance of any oral communications that support the Claim;
 6. *Copies of supporting documentation:* Data and copies of any identified documents, other than the Agreement, that support the Claim;
 7. *Details on Claim for Contract Time:* If an adjustment in the time to perform is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the time should be granted, and Contractor's analysis of its schedule to demonstrate the reason for the time extension.
 8. *Details on Claim for adjustment of Total Compensation:* If an adjustment in the Total Compensation is sought, the exact amount sought and a breakdown of that amount into the categories and with the detail required by Section 7; and

9. *Statement certifying Claim:* A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Total Compensation or time to perform for which Contractor believes City is liable.
- C. Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this Section 11 provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).
- D. Contractor's Duty to Complete Protested Work. Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.
- E. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in this section regarding protests. Failure to provide a timely and complete written notification of claim shall be an absolute waiver of any claims arising in any way from the facts or events surrounding that claim. The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
- F. Claims for consequential damages. Contractor and City waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the City for income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by Contractor for principal and home office overhead and expenses including but not limited to the compensation of personnel stationed there, for loss of financing, business and/or reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph, however, shall be deemed to preclude an award of City's liquidated or other City delay damages, when applicable, in accordance with the Agreement, or to preclude or limit Contractor's obligation to indemnify City for damages, including direct, indirect, or consequential damages, alleged by a third party.
- G. Reciprocal Chapter 42.56 RCW rights. Contractor agrees, on behalf of itself and Subcontractors, that any invocation of RCW 42.56 at any time by Contractor or a Subcontractor, or their respective representatives, shall initiate an equivalent right to disclosures from Contractor and Subcontractors for the benefit of City. Failure to fully comply with these requirements shall constitute a material breach of the Agreement and shall constitute a waiver of all Claims by Contractor and any Subcontractor that does not fully comply.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

By their signature below the Contractor also certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Arrow Concrete & Asphalt Specialties, LLC

City of Kirkland

James P. Bittner

James P. Bittner (Mar 2, 2026 11:10:13 PST)

Tracey P. Dunlap

Jim Bittner
Estimator

Tracey Dunlap
Deputy City Manager Operations

Date: 03/02/2026

Date: 03/02/2026

9915 E Trent Ave

Spokane Valley, WA 99206

(509) 951-7623

SS#/Tax ID# of Payee: 91-168-7795

Contractor License #: ARROWCA771CN

**CITY OF KIRKLAND
OPTION TO INCREASE RETAINED PERCENTAGE
IN LIEU OF POSTING PERFORMANCE AND PAYMENT BONDS**

City of Kirkland Project: 2026 Sport Court Resurfacing

Contractor: Arrow Concrete & Asphalt Specialties, LLC

The undersigned Contractor on the above identified City of Kirkland Public Works Project hereby elects to take the option provided by RCW 39.08.010 to authorize the City of Kirkland to retain ten percent (10%) of the total Agreement price for a period of thirty (30) days after the date of final acceptance of work to be performed on the above referenced contract, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries, and the settlement of any liens which may be filed under RCW Chapter 60.28, whichever is later. The undersigned certifies that the total Agreement price is \$150,000 or less, including applicable sales tax.

DATED this 2 day of MARCH, 2026

By: *James P. Bittner*
James P. Bittner (Mar 2, 2026 11:10:13 PST)

Signature

James P. Bittner

Print or Type Name

JAMES P BITTNER

Title



9915 E Trent Ave
Spokane Valley, WA 99206
Ph. (509) 922-1206
Fax (509) 922-9879

Contractor License Numbers
WA: ARROWCA771CN
ID: PCW-C-11931-C-4

To:	City of Kirkland	Contact:	Jeff Rotter
Address:	City Hall, 123 - 5th Avenue Kirkland, WA 98033	Phone:	(425) 587-3343
Project Name:	Juanita Park Kirkland WA Tennis Courts(2)	Bid Number:	26-0095
Project Location:	9703 NE Juanita Dr, Kirkland, WA	Bid Date:	2/2/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Crack Repair	Clean, Sterilize, Fill Cracks. Apply Riteway Crack Repair Fabric	300.00	LF	\$31.56	\$9,468.00
Plexipave System	Existing Tennis Courts (2) Plexipave System / Lines	12,720.00	SF	\$2.56	\$32,563.20

Bid Price Subtotal: \$42,031.20

Kirkland Sales Tax 10.40%: \$4,371.24

Total Bid Price: \$46,402.44

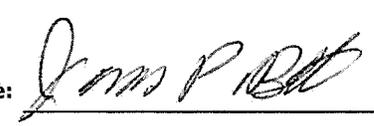
Notes:

- **A 50% deposit is required prior to scheduling work. Deposit can be made via check, cash, or credit card (3% processing fee added).**
- **Includes Washington State Prevailing Wages, Intent, and Affidavit Filing Fees**
- Excludes locates, traffic control, compaction testing, material testing, staking, and surveying.
- Pricing subject to review thirty (30) days after bid date.
- Any applicable sales tax will be charged at the time of invoicing. A current reseller permit is required to be on file with Arrow Concrete & Asphalt Specialties, LLC if non-taxable. Expired or unavailable reseller permits will result in applicable sales tax being applied to your final invoice.
- Prior to work beginning, please provide your layout and color combination choice for your surfacing and game lines. A color chart can be viewed online or a brochure can be mailed to you.
- Proposal includes labor, materials, equipment, surface preparation, Plexipave system, line painting, and mobilization to complete your project.
- Proposal excludes sales tax (as applicable), fees, permits, and bonds.
- Upon completion of your project, surface should be allowed to cure for a minimum of seventy-two (72) hours before play is resumed. Court shoes only are allowed; black and dark soles will mark the court. ACAS is not responsible for these marks. Plexipave system is warranted for one (1) year against spalling and peeling.
- Standard Plexipave application consists of one coat of base or acrylic resurfacer, two coats of site mixed Plexipave surfacing (color) and game lines (if desired).
- ACAS is not responsible for any sub-surface hydrostatic conditions which may cause bubbles and blister. A minimum of 10 mil vapor barrier is needed for concrete courts. New concrete must cure for a minimum of twenty-eight (28) days before Plexipave can be applied. New asphalt must cure a minimum of fourteen (14) days before Plexipave can be applied.
- Customer is responsible for supplying potable water source for washing and rinsing tools at the jobsite. Customer is responsible for jobsite accessibility.
- Permits, variance, and court location are the responsibility of the owner.
- ACAS must sign off on the slab construction for leveling, patching, or any such correction of court surface "birdbaths" or low spots prior to the application of any and all surface materials (i.e., Plexipave, Plexicushion, Acrylotex, etc.). Attempted extra leveling of court surfaces are an extra charge and will be billed as such. Owner shall accept that repair of birdbaths is only a means of reducing the inconvenience they cause and that available methods and materials are imperfect.
- Standard bid for a "court" means inside fence line to inside fence line. Any further coatings will be charged to client accordingly.
- Arrow Concrete & Asphalt Specialties, LLC - Sports Surfacing Division does not perform any electrical work of any kind, including, but not limited to: trenching, placing of conduit, and installation of light fixture or wiring.
- Mobilization will be included for each portion of the work quoted above, unless otherwise noted. Additional mobilizations will be charged in the event that the customer schedules work and the jobsite is unready for scheduled services to be performed by our crew(s). Mobilization shall be calculated based on crew, equipment, and jobsite location.
- Crack repairs are imperfect and some cracks will re-appear in one (1) year or less. The guarantee for cracks is they will re-crack again, some overnight. Armor Crack Repair System has its own properties outside that of the Plexipave surfacing. Dead spots in Armor are reported on all courts in various spots through the Armor application. This in now way effects the rest of the surfacing. Armor is subject to adverse conditions due to extreme weather changes/conditions. Armor is not intended for net posts and/or fence posts. ACAS does not offer filling fence line cracks or fence line posts unless stated in the above proposal.

- Underground construction involves risk of damage to existing underground infrastructure in addition to the possibility of encountering unexpected subsoil conditions including, but not limited to: rock, clay, aquifers, archeological items, existing or abandoned construction elements and sink holes. Reasonable effort has been made to locate or predict said risk but no warranty is expressed or implied as to what will be discovered or encountered during construction. Proposal is an estimate only and is based on similar projects where adverse conditions were not encountered. Any such adverse conditions which arise during construction will require additional work which will be billed at time and materials above and in addition to the amount shown on this proposal. By accepting this proposal, customer agrees to these potential additional charges which may include work by others when necessary in the opinion of the contractor.

Payment Terms:

All invoices will be sent from ar@arrowconstructionsupply.com - please add this address to your safe senders list to ensure proper delivery.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Arrow</p> <p>Authorized Signature: </p> <p>Estimator: Jim Bittner (509) 934-1614 arrowjimbittner@gmail.com</p>
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9915 E Trent Ave
 Spokane Valley, WA 99206
 Ph. (509) 922-1206
 Fax (509) 922-9879

Contractor License Numbers
 WA: ARROWCA771CN
 ID: PCW-C-11931-C-4

To:	City of Kirkland	Contact:	Jeff Rotter
Address:	City Hall, 123 - 5th Avenue Kirkland, WA 98033	Phone:	(425) 587-3343
Project Name:	Peter Kirk Park - Kirkland	Bid Number:	26-0097
Project Location:	202 3rd St, Kirkland, WA	Bid Date:	2/2/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Basketball Court	Plexipave System (1) Basketball: Plexipave System / Lines	2,592.00	SF	\$4.27	\$11,067.84
Convert Tennis to Pickleball	Existing Tennis Courts (2) Plexipave System / Lines	12,720.00	SF	\$2.61	\$33,199.20
Crack Repair	Clean, Sterilize, Fill Cracks. Apply Riteway Crack Repair System	150.00	LF	\$45.59	\$6,838.50
Bid Price Subtotal:					\$51,105.54
Kirkland Sales Tax 10.40%:					\$5,314.98
Total Bid Price:					\$56,420.52

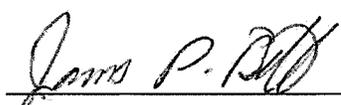
Notes:

- **A 50% deposit is required prior to scheduling work. Deposit can be made via check, cash, or credit card (3% processing fee added).**
- **Includes Washington State Prevailing Wages, Intent, and Affidavit Filing Fees**
- Excludes locates, traffic control, compaction testing, material testing, staking, and surveying.
- Pricing subject to review thirty (30) days after bid date.
- Any applicable sales tax will be charged at the time of invoicing. A current reseller permit is required to be on file with Arrow Concrete & Asphalt Specialties, LLC if non-taxable. Expired or unavailable reseller permits will result in applicable sales tax being applied to your final invoice.
- Prior to work beginning, please provide your layout and color combination choice for your surfacing and game lines. A color chart can be viewed online or a brochure can be mailed to you.
- Proposal includes labor, materials, equipment, surface preparation, Plexipave system, line painting, and mobilization to complete your project.
- Proposal excludes sales tax (as applicable), fees, permits, and bonds.
- Upon completion of your project, surface should be allowed to cure for a minimum of seventy-two (72) hours before play is resumed. Court shoes only are allowed; black and dark soles will mark the court. ACAS is not responsible for these marks. Plexipave system is warranted for one (1) year against spalling and peeling.
- Standard Plexiapve application consists of one coat of base or acrylic resurfacer, two coats of site mixed Plexipave surfacing (color) and game lines (if desired).
- ACAS is not responsible for any sub-surface hydrostatic conditions which may cause bubbles and blister. A minimum of 10 mil vapor barrier is needed for concrete courts. New concrete must cure for a minimum of twenty-eight (28) days before Plexipave can be applied. New asphalt must cure a minimum of fourteen (14) days before Plexipave can be applied.
- Customer is responsible for supplying potable water source for washing and rinsing tools at the jobsite. Customer is responsible for jobsite accessibility.
- Permits, variance, and court location are the responsibility of the owner.
- ACAS must sign off on the slab construction for leveling, patching, or any such correction of court surface "birdbaths" or low spots prior to the application of any and all surface materials (i.e., Plexipave, Plexicushion, Acrylotex, etc.). Attempted extra leveling of court surfaces are an extra charge and will be billed as such. Owner shall accept that repair of birdbaths is only a means of reducing the inconvenience they cause and that available methods and materials are imperfect.
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