

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

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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

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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

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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.

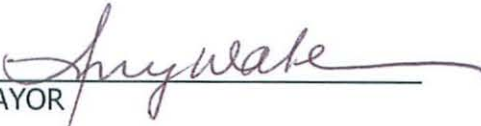
28  
29           NOW, THEREFORE, be it resolved by the City Council of the City  
30 of Kirkland as follows:

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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."

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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 16th day of June, 2015.

43  
44           Signed in authentication thereof this 16th day of June, 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 15<sup>th</sup> 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 <sup>st</sup> 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.

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Forrest W. Miller  
Director of Support Services  
Lake Washington School District

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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: \_\_\_\_\_





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](mailto:dave@srmdevelopment.com)

**From:** Donny Jones - FieldTurf Regional Vice President

**Phone:** (360) 668-8989

**Email:** [Donny.Jones@fieldturf.com](mailto: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
<b>Sub Total without WSST</b>	<b>\$636,262.06</b>
<b>WSST estimated at 9.5%</b>	<b>\$60,444.90</b>
<b>Total with WSST</b>	<b>\$696,706.96</b>

**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



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- 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;



**FieldTurf**  
A Tarkett Sports Company

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](mailto: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](mailto: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 effect 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.