



GENERAL SERVICES AGREEMENT – Limited Public Works (GSA 11/14/2023)

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and American Ramp Company (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 agrees to provide all necessary labor to perform the following services for the City: Work as described in **Attachment A** to this Agreement.
- B. Contractor acknowledges this is a Public Work as defined in RCW39.04.155(3) and KMC 3.85.170 and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, paying prevailing wages.

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, 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.

III. DURATION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement, and with the anticipated start date of **May 1, 2024**. The anticipated completion date to perform the services under the Agreement shall be **July 31, 2024**.

IV. PAYMENT

- A. Total Compensation. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of **\$350,506.76** 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.
- B. Invoicing. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

- C. Retainage and Bond Requirements Waived. Pursuant to RCW 39.04.155(3), the City waives the payment and performance bond requirements of Chapter 39.08 RCW, and the retainage requirements of RCW 60.28.011(1)(a) for this Contract. Although the City is waiving these bond and 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).

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. ASSIGNMENT

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without written prior consent to 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 or the Contractor may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection

with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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.

1. 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.

G. 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: John Lloyd, Deputy Director
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

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

American Ramp Company, Attention: John Hunter, CEO
601 S McKinley Avenue, Joplin, MO 64801.

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.

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 chapter 49.46, 49.48, or 49.52 RCW.

XVI. NON-ENDORSEMENT

As a result of the selection of a contractor to 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. ASSIGNMENT AND SUBCONTRACT

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

XX. DEBARMENT

Recipient 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.

Agreed to and executed this 6th day of May, 2024.

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:

CONTRACTOR

CITY OF KIRKLAND

John Hunter
John Hunter (May 6, 2024 10:55 CDT)

Julie Underwood
Julie Underwood (May 6, 2024 09:21 PDT)

(signature)

Julie Underwood

Deputy City Manager of Operations

Print Name John Hunter

Date: May 6, 2024

601 S. McKinley Avenue

Joplin, MO 64801

(417) 206-6816

SS#/Tax ID# of Payee: FEIN 35-2353308









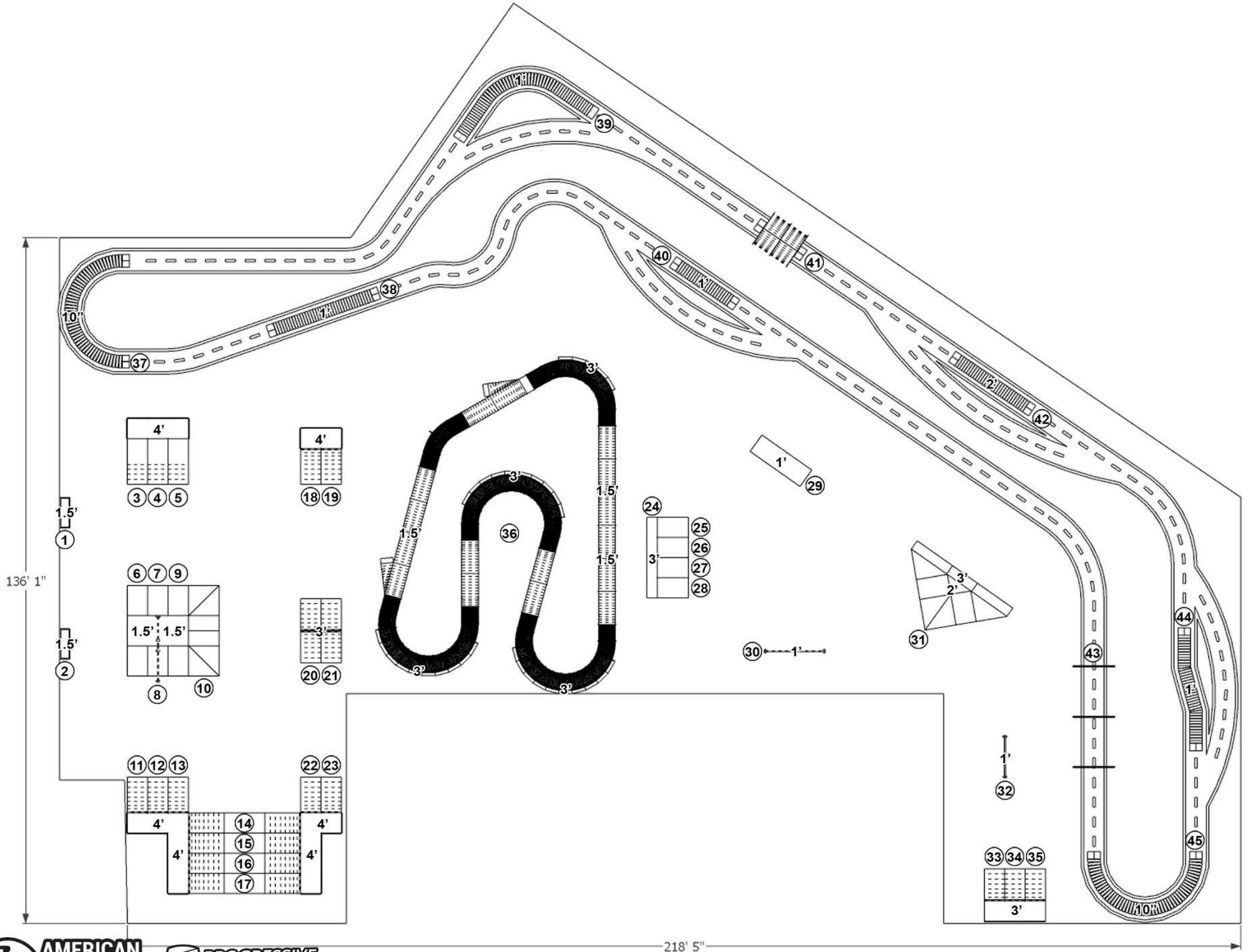












601 S. McKinley Ave
 Joplin, MO 64801
 Toll-free: 800-RAMP-778
 Local: 417-206-6816
 Fax: 417-206-6888
 sales@americanrampcompany.com



Quote #	Design #	Customer	Date	Designer
Q28244.0	8794	City of Kirkland	04-26-24	Chuck Dodge

Skatepark

1	Skate Bench (Concrete)	1.5'	2.0'	6.0'	\$1,928.00
2	Skate Bench (Concrete)	1.5'	2.0'	6.0'	\$1,928.00
3	Bank Ramp	4.0'	4.0'	13.0'	\$3,379.42
4	Bank Ramp	4.0'	4.0'	13.0'	\$3,029.42
5	Bank Ramp	4.0'	4.0'	13.0'	\$3,379.42
6	Wedge, Flat, Wedge	1.5'	4.0'	18.0'	\$4,418.27
7	Wedge, Flat, Wedge	1.5'	4.0'	18.0'	\$4,418.27
8	Grind Rail, Kinked (Round)	1.5'	2"	13.0'	\$1,040.00
9	Wedge, Flat, Wedge	1.5'	4.0'	18.0'	\$4,418.27
10	Pyramid Section (Wedge)	2.0'	6.0'	18.0'	\$6,093.56
11	Quarter Pipe	4.0'	4.0'	11.0'	\$3,405.93
12	Quarter Pipe	4.0'	4.0'	11.0'	\$3,055.93
13	Quarter Pipe	4.0'	4.0'	7.0'	\$1,622.33
14	Half Pipe	4.0'	4.0'	30.0'	\$7,214.61
15	Half Pipe	4.0'	4.0'	30.0'	\$7,914.61
16	Half Pipe	4.0'	4.0'	30.0'	\$7,914.61
17	Half Pipe	4.0'	4.0'	30.0'	\$8,614.61
18	Quarter Pipe	4.0'	4.0'	11.0'	\$3,405.93
19	Quarter Pipe	4.0'	4.0'	11.0'	\$3,405.93
20	Spine	3.0'	4.0'	13.0'	\$2,981.01
21	Spine	3.0'	4.0'	13.0'	\$2,981.01
22	Quarter Pipe	4.0'	4.0'	7.0'	\$1,622.33
23	Quarter Pipe	4.0'	4.0'	11.0'	\$3,405.93
24	Planter (2' wide)	3.0'	2.0'	16.0'	\$5,627.26
25	Bank Ramp (Wedge)	2.0'	4.0'	6.0'	\$961.29
26	Bank Ramp (Wedge)	2.0'	4.0'	6.0'	\$961.29
27	Bank Ramp (Wedge)	2.0'	4.0'	6.0'	\$961.29
28	Bank Ramp (Wedge)	2.0'	4.0'	6.0'	\$961.29
29	Grindbox	1.0'	4.0'	12.0'	\$3,739.84
30	Grind Rail (Round)	1.0'	2"	12.0'	\$960.00
31	Pyramid, Hipped w/3' Ledge	3.0'	13.5'	24.0'	\$13,550.37
32	Grind Rail (Square)	1.0'	3"	8.0'	\$480.00
33	Quarter Pipe	3.0'	4.0'	10.0'	\$2,866.47
34	Quarter Pipe	3.0'	4.0'	10.0'	\$2,866.47
35	Quarter Pipe	3.0'	4.0'	10.0'	\$2,866.47

Framework Enclosures	\$12,837.94
Shipping/Handling	\$14,121.73
Installation	\$48,142.27

TOTAL \$203,481.33

Pump Track

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Lumberjack</u>
36	Pump Track (Lumberjack)	3.0'	49.6'	66.8'	\$68,687.49
	Shipping/Handling				\$7,555.62
	Installation				\$25,757.81
TOTAL					\$102,000.92

Bicycle Playground

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>PBR Equip.</u>
37	180 Deg Turn	0.8'	2.5'	22.5'	\$3,481.04
38	Straight Ladder (5.5 Deg)	1.0'	2.5'	23.0'	\$2,476.60
39	Roller Corner (90 Deg)	1.0'	2.5'	20.6'	\$3,856.48
40	A-Frame (5.5 Deg)	1.0'	2.5'	15.0'	\$1,550.24
41	Tunnel	8.0'	8.0'	11.0'	\$4,500.00
42	A-Frame (11 Deg)	2.0'	2.5'	19.0'	\$1,986.36
43	Ring Pack (3)	5.0'	8.0'	N/A	\$2,500.00
44	Zig Zag Short (15 Deg)	1.0'	2.5'	24.4'	\$3,160.68
45	180 Deg Turn	0.8'	2.5'	22.5'	\$3,481.04
	Shipping/Handling				\$2,969.17
	Installation				\$10,122.17
	Discount				(\$3,871.56)
TOTAL					\$36,212.21
PARK TOTAL					\$341,694.46
SOURCEWELL DISCOUNT (7%)					(\$23,918.61)
TAX (10.3%)					\$32,730.91
<u>GRAND TOTAL</u>					<u>\$350,506.76</u>

Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote includes prevailing wage.
- This quote does include sales tax (10.3%).
- Quote is good for 30 days.



Signature _____

Date _____

ATTACHMENT A

SKATEPARK ORDER FORM CHECKLIST

- This page is a guideline and is provided to assist you in completing the **required** paperwork to process your skatepark order.
- Please keep a completed and signed copy of the checklist for your records.

Listed below is the information that needs to be completed and returned to ARC.

- Contact Information Page**
(Please make sure Skatepark Installation address and Remit Billing address are both listed)
- Series Selection Page**
(Select appropriate series being ordered. Note: Reference quote for enclosure options if unsure, there is also an additional fee for sound dampening.)
- Delivery and Installation Page**
(Be sure to complete every question on this page as it is pertinent information for the completion of your Skatepark.)
- Prevailing Wage Schedule**
**Needed if you are a prevailing wage state and choosing our Full Install.*
- Workers' Comp Certificate**
**Needed if you are choosing our Supervised Install option and are using community volunteers.*
- Forklift Disclaimer**
(Signature needed at bottom of page.)
- Pad Disclaimer**
(Signature needed at bottom of page.)
- Payment Terms and Conditions**
(Signature needed at bottom of page; State Tax ID or Federal Tax ID, if exempt.)
- Signage Page**
- 2D Layout**
(Need signature anywhere on layout with North arrow indicated.)
- Price Quote**
(Signature needed at bottom of page.)

Please make certain that all documents are accurate and complete before signing and returning to ARC. Once this information is received by ARC, we will process the order and set a delivery date.





SKATEPARK ORDER FORM






CONTACT INFORMATION



SKATEPARK CONTACT			
Skatepark Name: Kirkland Skate Park		Design #: 8743	
Skatepark Installation Address: 6920 NE 70TH PL			
City: Kirkland	State: WA	Zip: 98033	
Skatepark Main Contact Name: John Lloyd			
Phone: 425-587-3309	Alt Phone:	Fax:	
Email Address: jlloyd@kirklandwa.gov			
BILLING CONTACT			
Name: John Lloyd		Title: Deputy Director	
Phone: 425-587-3309		Fax:	
Remit to Address: 123 5th Ave			
City: Kirkland	State: WA	Zip: 98033	
Email Address: jlloyd@kirklandwa.gov			
EQUIPMENT INSTALLATION CONTACT			
Name: Jason Filan		Title: Parks Manager	
Phone: 425-587-3341	Alt Phone: 425-531-2878	Fax:	
City: Kirkland	State: WA	Zip: 98033	
Email Address: jfilan@kirklandwa.gov			

SERIES SELECTION

Please check correct options below for the series you have ordered.

<input checked="" type="checkbox"/> 	<p>A Riding Surface Color</p> <p><input checked="" type="checkbox"/> Maxgrip Tan (Standard) </p> <p><input type="checkbox"/> Other: _____ (additional charges apply)</p>	<p>B Framework Color (one color for all components)</p> <p><input checked="" type="checkbox"/> Black (Standard) </p> <p><input type="checkbox"/> Other: _____ (additional charges apply)</p>
	<p>C Guard Railing System</p> <p><input checked="" type="checkbox"/> Galvanized Vertical Baluster </p> <p><input type="checkbox"/> Other: _____</p>	<p>D Additional sound dampening (with 10% upcharge)</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>

<input type="checkbox"/> 	<p>A Riding Surface Color</p> <p><input type="checkbox"/> Skatelite® Tan (Standard) </p> <p><input type="checkbox"/> Skatelite® Black </p> <p><input type="checkbox"/> Other: _____ (additional charges apply)</p>	<p>B Framework Color (one color for all components)</p> <p><input type="checkbox"/> Black (Standard) </p> <p><input type="checkbox"/> Other: _____ (additional charges apply)</p>
	<p>C Guard Railing System</p> <p><input type="checkbox"/> Galvanized Vertical Baluster </p> <p><input type="checkbox"/> Other: _____</p>	

<input type="checkbox"/> 	<p>A Riding Surface Color</p> <p><input type="checkbox"/> Skatelite® Black </p> <p><input type="checkbox"/> Skatelite® Tan </p> <p><input type="checkbox"/> Other: _____ (additional charges apply)</p>	<p>B Guard Railing System</p> <p>Galvanized Vertical Baluster</p>
		<p>C Enclosures</p> <p>Black HDPE</p>

DELIVERY AND INSTALLATION

1. Any Building Permits Required? No Yes If yes, obtained/filed: Yes No
2. Any Contractor's License(s) Required? No Yes If yes, obtained/filed: Yes No
3. Any Bond(s) Required? No Yes If yes, what type(s): _____

4. Installation Type (Please select A, B, or C)

- A. Full Factory Installation
 Standard Wage Public Funds: \$ _____
 Prevailing Wage Private Funds: \$ _____
 A copy of the Prevailing Wage Schedule for your location is required.
- B. Supervised / Community Build Installation
 Labor will be provided by (check all that apply):
 City Employees
 Community Volunteers
 A copy of your Workers Comp insurance certificate is required.
- C. Customer Installation

6. List any special delivery instructions: _____

7. Will a forklift be provided to unload equipment from truck? (Note: Customer must provide a forklift if project is supervised/ community build installation of Pro, X, or Stealth Series)

- Yes - Load capacity: _____ lbs
 No

8. Skatepark pad surface: Concrete Asphalt* Other:

***Please review pad disclaimer and sign**

9. Is the pad ready for equipment placement? Yes No: it will be ready by ___/___/___ *

***Please note accuracy of date is important for scheduling installation process**

10. Skatepark pad dimensions are (choose one of the following):

- A. As indicated on 2D drawing
 B. Other - Please provide exact dimensions: _____ x _____

11. Is the skatepark area fenced?

- A. Yes - If yes, delivery onto pad will be accessible through (please choose one of the following):
 10 ft. wide opening or gate
 Will temporarily remove fence
 Skatepark pad is not fenced on all four sides
 Other: _____

B. No

12. The surface area between unloading point and the skatepark pad is (choose any that apply):

- A. Lawn/Grass D. Rock
 B. Paved Concrete E. Bark
 C. Paved Asphalt F. Other: _____

13. Any additional comments:

FORKLIFT DISCLAIMER

American Ramp Company and all their subcontractors and/or agents will endeavor to install your skatepark obstacles with a minimum of disruption to the area surrounding and including the skatepark; however, circumstances and conditions that are beyond our scope of work and out of our control are the responsibility of the owner and/or agent for the owner.

There should be a clear area for the truck to be unloaded that is directly adjacent to the area in which the equipment is to be installed. Travel over concrete, asphalt, lawns or other plantings, American Ramp Company and all their subcontractors and/or agents will not be responsible for damage resulting from moving the equipment to be installed.

Although concrete is the preferred skatepark surface, asphalt may be used. However, equipment used to transport and set the skatepark obstacles is heavy equipment, and as such may cause damage to the asphalt surface. Every precaution will be taken to prevent this but damage may occur under some conditions. In addition, due to the heavy weight of some equipment, settling into the asphalt may occur. The owner will not hold American Ramp Company or their subcontractors and agents responsible for the repairs should they be required.

Any work not included in the original contract, including repairs to surface and surrounding areas shall be paid over and above the contract and/or agreed upon amount.
We would like to suggest the following:

1. Area for unloading the truck should have ample space for a forklift to maneuver and be as close to the skate surface as possible.
2. The space between the unloading site and the skate surface should be minimal (less than 20') and clear of obstructions.
3. If the area between the unloading area and the skate surface consists of lawns or plantings, owner should provide protective matting in the traffic area.
4. If fencing or other barrier protects skate surface, an opening at least 10' wide must be provided for equipment access.
5. If a section of fence/barrier needs to be removed to provide a 10' opening, the owner and/or owner's agent is responsible for the removal and replacement of said 10' section.

Signature John Lloyd

Date 4/8/2024

PAD DISCLAIMER

American Ramp Company requires from its customers detailed information about the pad on which the Skatepark equipment is to be installed. In order for American Ramp Company to provide an enjoyable and safe Skatepark, the following information is required before American Ramp Company will accept a Sales Order:

- Verify the pad dimensions of Length and Width if rectangular in shape.
- If the pad is irregular in shape, provide an AutoCAD .DWG or .DXF file of the pad if possible.
- If no AutoCAD file is available, make a detailed sketch and record any relevant dimensions.
- Verify whether the pad is concrete, asphalt*, or some other material.
***If pad is asphalt, ramps may settle over time and could require adjusting. American Ramp Company does not warrant and is not responsible for complications caused from the placement of ramps on asphalt.**
- Provide detailed elevation dimensions for any multi-tiered pads.
- If the pad is indoors, locate any wiring, plumbing, or other obstructions or potential hazards in the floor that would prevent the ramps from being anchored properly.
- If the pad is indoors, locate any overhead obstructions, low ceilings, or other potential hazards to skaters.
- If the pad is indoors, locate any doors, fixtures, or any other items that must remain accessible.
Check for any unusual drainage slopes or crowning that would prevent skate equipment from being anchored flat to the pad.
***If pad is unlevel and we're unable to match our ramps flush, customer has the option to pay us \$100/hr plus materials to fix the issue.**
- Locate any drain grates, seams, or large cracks that would pose hazards to skaters.
- Locate any light poles, fire hydrants, planters or rails on the pad.
- Locate any fencing as well as any gates in the fencing so they are not obstructed.
- Locate any 3rd party skate equipment and include detailed measurements of the equipment if ARC equipment is to be placed adjacent.

American Ramp Company shall not be held responsible for any damages or delays in manufacturing or installation as a result of inaccurate pad information. Additionally, changes in the pad that result in a redesign of the Skatepark after a sales order has been accepted may incur additional charges for restocking, design work, or installation at ARC's sole discretion. Any changes as noted above after the acceptance of a sales order also voids any promised installation date and may be rescheduled for delivery and installation at ARC's sole discretion.

I hereby certify that I have read and agree to the preceding terms and conditions and forfeit the right to any recompense against American Ramp Company, its subsidiaries, and/or its agents should I fail to provide the information required above as outlined.

Signature: John Lloyd Date: 4/8/2024

601 S. McKinley Ave.
Joplin, MO 64801
Toll-free 800-949-2024
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



PAYMENT TERMS AND CONDITIONS

Approved per John Lloyd email - 4/9/24

Standard billing terms shall be 50% Upon Signing; 50% Upon Completion of Install

~~Payment terms are Net 30.~~ Should customer not be prepared to receive equipment, payment is still due, less any delivery and installation charges. Payment terms are Net 45.

Your American Ramp Company purchase may be subject to sales tax (other taxes may apply) as required by law. We charge sales tax on orders that are shipped to, delivered to or picked up in states where we are required to do so. Please provide your State Tax ID #: 91-6001255

Freight and installation also may be subject to taxation. A copy of your tax exempt certificate must be attached to this order to avoid being charged tax.

Please provide the following information where applicable:

Tax for Sales: _____, Rate: 10.3 %
Tax for Freight: _____, Rate: 10.3 %
Tax for Installation: _____, Rate: 10.3 %
Tax for Other: _____, Rate: 10.3 %

You may choose to pay all tax(es) directly. If you choose to do so, please *initial* here: _____
By doing so, you - the purchaser - are responsible for paying all related tax(es) regarding your ARC purchase directly to the appropriate agency(ies).

If you are a **tax exempt** entity, please provide your Federal Tax ID #: _____ . Although we keep a record of proof of your tax exempt status, you must contact us regarding each tax-exempt purchase to receive the applicable tax credit.

By signing below I verify and agree to all information provided in the preceding sections. I also verify that all information provided is correct and accurate.

Signature: John Lloyd Date: 4/8/2024

Name: John Lloyd Title: Deputy Director

Name of Company or City: Kirkland Parks and Community Services

SIGNAGE

Have you thought about what type of signage to use for your skatepark? If you do not already have plans for signage you may want to consider purchasing one of our signs. Our attractive signs are available in aluminum with vinyl lettering. The sign measures 30 x 46 inches and stands almost 7 feet once installed.

If you would like signage from us, all we need is:

1) for you to select single-sided or double-sided

2) provide us with the verbiage that you would like for us to use. For liability reasons ARC cannot recommend verbiage for your community so be sure and check with your insurance company as to exactly what you want on your skatepark signage.

Do you want to purchase signage for your skatepark through ARC?

No Thank You

Yes

\$1,300 Aluminum with Vinyl Lettering – single-sided

\$1,800 Aluminum with Vinyl Lettering – double-sided

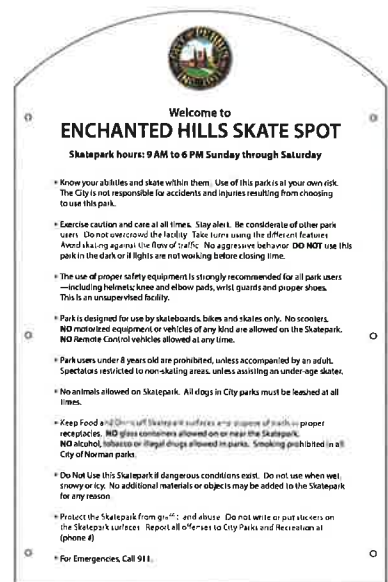
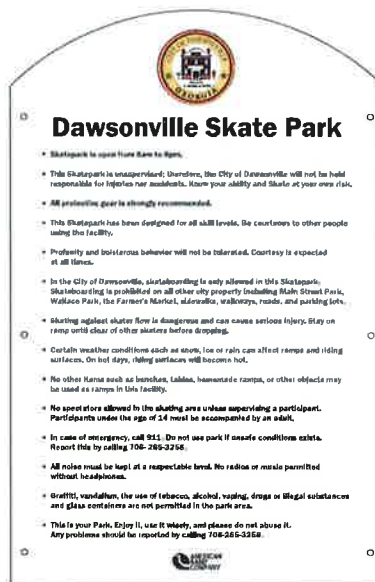
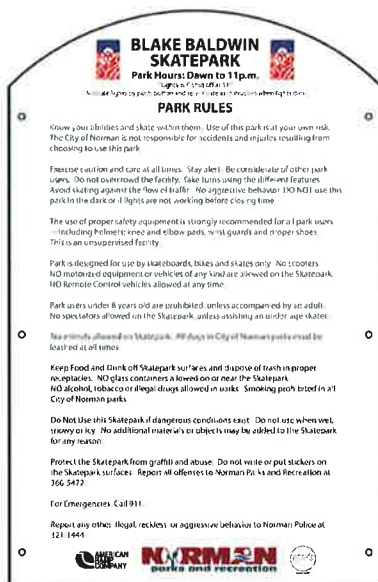
If double-sided please check what you want on second side

Duplicate Verbiage

ARC Logo

Blank

Example Signage Below



SIGN VERBIAGE

Please type verbiage below or email to your sales representative. You can reference examples from page 8 of the Skatepark Order Form.

If sign verbiage is not received within 1 week of the order form ARC cannot guarantee sign will be shipped with the skatepark. If sign has to be shipped separately the customer will be responsible for all shipping charges.

GRAND OPENING OPTIONS/PROMOTIONAL PACKAGES

Please select the options you want to purchase, sign and return with your Skatepark Order Form ASAP.



OPTION 1

25 Stickers
10 T-Shirts
15 Key Chains
1 Deck
Cost: \$250*

OPTION 2

150 Stickers
50 T-Shirts
15 Key Chains
2 Deck
Cost: \$500*

OPTION 3

150 Stickers
100 T-Shirts
30 Key Chains
4 Deck
Cost: \$1,000*

OPTION 4

200 Stickers
200 T-Shirts
75 Key Chains
7 Deck
Cost: \$2,000*

(Allow 2 weeks for delivery)

(Allow 2 weeks for delivery)

OPTION 5 (Please contact us 3 weeks prior to your event)

Professional Skateboarder

Cost: \$2,500 for one day



OPTION 6 (Please contact us 3 weeks prior to your event)

BMX Rider

Cost: \$2,500 for one day



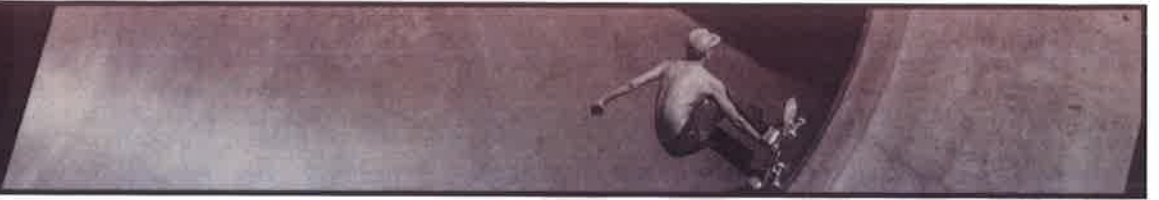
Prices do not include shipping or sales tax. No refunds will be given. This includes cancellations due to inclement weather.

City, State: _____

Grand Opening Day Date: _____

NOTE: If you are considering a grand opening for your skatepark, ARC recommends planning it at least a full week after the official sign-off, once it has been installed. ARC would also like to advise not advertising it until sign-off to allow for Murphy's Law. This still allows for a full week to get the word out for a great turn out.

Customer Signature _____ Date _____



What is ParkID?

ParkID is custom branding and content for your skatepark, bike park, or bicycle playground. A good recreation brand will help your park stand out from the crowd by creating a positive identity that your community can relate to.

With a strong brand in place you can:

- Build Loyalty
- Stimulate Growth Programs
- Attract Talent to Your Community
- Involve the Public



Tell Your Story.

Now with a solid base and identifying brand in place you need to get it out there. There is not a more effective way to tell your story than through video and high quality photography. Video is a perfect way to establish your park's personality and brand, allowing you to build trust through compelling storytelling. Our team will handle everything from concept to completion on creating professional and intentional content.

Pricing

ParkID consists of everything you need to get your park off the ground and comes in at a price of \$9,500. This covers all versions and formats you will need for any digital or print applications. On the content side you will receive a long form video as well as small social media ready videos and hi-res photography.

ParkID DELIVERABLES

BRANDING

- All Digital File Formats
- Branding Style Guide
- Social Media Profile Images
- Pantone Colors
- Fonts

VIDEO & PHOTOGRAPHY

- 3 - 5 Minute Video
- 60 Second Video
- 30 Second Video
- Raw Files
- 20 Hi-Res Photos

Signature _____

Date _____

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 4/8/2024

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	11P	8Y	View
King	Laborers	Airtrac Drill Operator	\$60.90	15J	11P	8Y	View
King	Laborers	Ballast Regular Machine	\$59.07	15J	11P	8Y	View
King	Laborers	Batch Weighman	\$50.07	15J	11P	8Y	View
King	Laborers	Brick Pavers	\$59.07	15J	11P	8Y	View
King	Laborers	Brush Cutter	\$59.07	15J	11P	8Y	View
King	Laborers	Brush Hog Feeder	\$59.07	15J	11P	8Y	View
King	Laborers	Burner	\$59.07	15J	11P	8Y	View
King	Laborers	Caisson Worker	\$60.90	15J	11P	8Y	View
King	Laborers	Carpenter Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Cement Dumper-paving	\$60.15	15J	11P	8Y	View
King	Laborers	Cement Finisher Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Change House Or Dry Shack	\$59.07	15J	11P	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	11P	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	11P	8Y	View
King	Laborers	Choker Setter	\$59.07	15J	11P	8Y	View
King	Laborers	Chuck Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Clary Power Spreader	\$60.15	15J	11P	8Y	View
King	Laborers	Clean-up Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Concrete Form Stripper	\$59.07	15J	11P	8Y	View
King	Laborers	Concrete Placement Crew	\$60.15	15J	11P	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	11P	8Y	View
King	Laborers	Crusher Feeder	\$50.07	15J	11P	8Y	View
King	Laborers	Curing Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	11P	8Y	View
King	Laborers	Ditch Digger	\$59.07	15J	11P	8Y	View
King	Laborers	Diver	\$60.90	15J	11P	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	11P	8Y	View
King	Laborers	Dry Stack Walls	\$59.07	15J	11P	8Y	View
King	Laborers	Dump Person	\$59.07	15J	11P	8Y	View
King	Laborers	Epoxy Technician	\$59.07	15J	11P	8Y	View
King	Laborers	Erosion Control Worker	\$59.07	15J	11P	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	11P	8Y	View
King	Laborers	Fine Graders	\$59.07	15J	11P	8Y	View
King	Laborers	Firewatch	\$50.07	15J	11P	8Y	View
King	Laborers	Form Setter	\$60.15	15J	11P	8Y	View
King	Laborers	Gabian Basket Builders	\$59.07	15J	11P	8Y	View
King	Laborers	General Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Grade Checker & Transit Person	\$62.49	15J	11P	8Y	View
King	Laborers	Grinders	\$59.07	15J	11P	8Y	View
King	Laborers	Grout Machine Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	11P	8Y	View
King	Laborers	Guardrail Erector	\$59.07	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	11P	8Y	View
King	Laborers	High Scaler	\$60.90	15J	11P	8Y	View
King	Laborers	Jackhammer	\$60.15	15J	11P	8Y	View

King	Laborers	Laserbeam Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Maintenance Person	\$59.07	15J	11P	8Y	View
King	Laborers	Manhole Builder-Mudman	\$60.15	15J	11P	8Y	View
King	Laborers	Material Yard Person	\$59.07	15J	11P	8Y	View
King	Laborers	Mold Abatement Worker	\$59.07	15J	11P	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	11P	8Y	View
King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	11P	8Y	View
King	Laborers	Pavement Breaker	\$60.15	15J	11P	8Y	View
King	Laborers	Pilot Car	\$50.07	15J	11P	8Y	View
King	Laborers	Pipe Layer (Lead)	\$62.49	15J	11P	8Y	View
King	Laborers	Pipe Layer/Tailor	\$60.15	15J	11P	8Y	View
King	Laborers	Pipe Pot Tender	\$60.15	15J	11P	8Y	View
King	Laborers	Pipe Reliner	\$60.15	15J	11P	8Y	View
King	Laborers	Pipe Wrapper	\$60.15	15J	11P	8Y	View
King	Laborers	Pot Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Powderman	\$60.90	15J	11P	8Y	View
King	Laborers	Powderman's Helper	\$59.07	15J	11P	8Y	View
King	Laborers	Power Jacks	\$60.15	15J	11P	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$60.15	15J	11P	8Y	View
King	Laborers	Raker - Asphalt	\$62.49	15J	11P	8Y	View
King	Laborers	Re-timberman	\$60.90	15J	11P	8Y	View
King	Laborers	Remote Equipment Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Rigger/Signal Person	\$60.15	15J	11P	8Y	View
King	Laborers	Rip Rap Person	\$59.07	15J	11P	8Y	View
King	Laborers	Rivet Buster	\$60.15	15J	11P	8Y	View
King	Laborers	Rodder	\$60.15	15J	11P	8Y	View
King	Laborers	Scaffold Erector	\$59.07	15J	11P	8Y	View
King	Laborers	Scale Person	\$59.07	15J	11P	8Y	View
King	Laborers	Sloper (Over 20")	\$60.15	15J	11P	8Y	View
King	Laborers	Sloper Sprayer	\$59.07	15J	11P	8Y	View
King	Laborers	Spreader (Concrete)	\$60.15	15J	11P	8Y	View
King	Laborers	Stake Hopper	\$59.07	15J	11P	8Y	View
King	Laborers	Stock Piler	\$59.07	15J	11P	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	11P	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	11P	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	11P	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	11P	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	11P	8Y	View
King	Laborers	Topper	\$59.07	15J	11P	8Y	View
King	Laborers	Track Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Track Liner (Power)	\$60.15	15J	11P	8Y	View
King	Laborers	Traffic Control Laborer	\$53.54	15J	11P	9C	View
King	Laborers	Traffic Control Supervisor	\$56.73	15J	11P	9C	View
King	Laborers	Truck Spotter	\$59.07	15J	11P	8Y	View
King	Laborers	Tugger Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	11P	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	11P	8Y	View
King	Laborers	Tunnel Work-Miner	\$62.59	15J	11P	8Y	View

King	Laborers	Vibrator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Vinyl Seamer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Watchman	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Welder	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Well Point Laborer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Window Washer/Cleaner	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>

American Ramp Company #112420-ARC

Pricing for contract #112420-ARC is provided at 7% off factory direct pricing to Sourcewell participating agencies.