



# GRINDLINE

SKATEPARKS

## SKATEPARK CONSTRUCTION CONTRACT

<b>Grindline Skateparks, Inc.</b> (Hereinafter referred to as "Contractor")	<b>Seattle Parks Foundation</b> (Hereinafter referred to as "Fiscal Sponsor")
Mailing Address:	Mailing Address:
4619 14 <sup>th</sup> Ave SW Seattle, WA 98106 Attn: Micah Shapiro Chief Executive Officer micah@grindline.com Phone: (206) 932-6414 Fax: (206) 932-6840	Rebecca Bear, Seattle Parks Foundation PO Box 3541 Seattle, WA 98124-3541  SPF Representative: Beth Purcell, <a href="mailto:b.purcell@yahoo.com">b.purcell@yahoo.com</a> Phone: 206.356.9266
SeaMar Community Health Centers (Hereinafter referred to as "Owner")  1040 South Henderson St Seattle, WA 98101	<b>Friends of River City Skate Park</b> Kim Schwarzkopf, 206.250.4264  3036 SW Avalon Way Seattle, WA 98126

**NAME OF THE PROJECT:** River City Skatepark Expansion 2021

This Agreement is made and entered into between Owner and Contractor on the date this document is signed by Owner.

Owner and Contractor agree as follows:

### 1. SCOPE OF THE WORK.

Contractor agrees to furnish all necessary personnel, equipment, materials, services, facilities and other items required to build the River City Skatepark Project at South Park as described in **Exhibit A**, for construction for the Friends of River City Skate Park on SeaMar property, (Hereinafter called Owner) submitted May 19<sup>th</sup>, 2021, all of which documents in their entirety are hereinafter referred to as part of the Contract.



# GRINDLINE

## 2. CONTRACT DOCUMENTS

The following documents are incorporated into the Contract by this reference:

Exhibit A – Southpark Plan 051921 submitted 5/19/2021

Exhibit B – Southpark\_CE\_1499\_060421.pdf submitted 6/05/21

Exhibit C – Southpark\_Exclusions\_1499\_060421.pdf submitted  
06/05/21

Exhibit D – Schedule - TBD

## 3. COST OF THE WORK.

Owner shall compensate Contractor for the Work on a Time & Material, Not-to-Exceed basis.  
Contractor's total fee is \$43,103.63 exclusive of sales tax, as provided in Exhibit B

## 4. CONTRACT TIME AND SCHEDULE.

- a. Contract Time. Contractor agrees to begin performing the Contract no later than 10 days upon the execution of this contract.
- b. Contract Schedule. See Exhibit D. Contractor will update the schedule at reasonable intervals, over the course of the project.

## 4. CONTRACTOR'S RESPONSIBILITIES.

- a. Cooperation. Contractor will cooperate with the Owner, other Contractors and all parties listed in the contract during the duration of the Project. Contractor will also take all reasonably necessary precautions to protect the Work of Owner and other Contractors from damage that may be caused by Contractor's Work.
- b. Payment of Employees, Subcontractors and Suppliers. Contractor agrees to pay its employees, Subcontractors and suppliers for all labor, services and materials supplied in connection with the Project. Contractor will indemnify and hold Owner harmless from any claims made by Contractor's employees, subcontractors and suppliers, providing Contractor has been paid for the Work that is the subject of the Claim.
- c. Progress Reports. Upon request by Owner, Contractor will supply reports on the progress of the Work and status of materials or equipment for use on the Project.
- d. Shop Drawings, Product Data, Samples. Contractor will promptly submit Shop Drawings, Product Data, Samples or other documents and materials required by the Contract Documents within sufficient time so as not to delay the work and to obtain Owner's approval for such items.



- e. **Safety.** Contractor will take all reasonably safety precautions applicable to the Work and will comply with all safety programs or requirements set forth by Owner. Contractor will comply with all safety laws, regulations and/or ordinances applicable to the Project that are set forth by any governmental agency with jurisdiction over the Project. Contractor will maintain a safe workplace at all times and will immediately report any injuries or safety problems to Owner. If Contractor uses a hazardous substance of a type which an employer is required by law to notify employees that the substance is in use, Contractor will not use such substance without obtaining prior written permission from Owner and notifying Owner of the use of the substance in sufficient time and with sufficient detail to allow Owner to comply with such laws.
- f. **Notices, Laws, Permits, Fees.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, ordinances or any other rules set forth by any governing authority with jurisdiction over the Project, including but not limited to all laws related to taxes, social security acts, unemployment compensation acts, and worker's compensation acts. Contractor will also be responsible for giving all notices required by federal, state and local laws, rules, regulations or ordinances and will secure and pay for all permits and licenses necessary for the completion of the Work.
- g. **Cleaning up.** Contractor will maintain a clean work site and will keep the premises free from accumulated waste.
- h. **Temporary Erosion and Sediment Control (TESC)** Contractor will provide all TESC methods to limit the amount of sediment leaving the construction site. TESC will comply with City of Seattle requirements.
- i. **Warranty.** Contractor warrants that the materials supplied and the equipment furnished will be of good quality and new unless otherwise specified or permitted by the Contract. Contractor warrants that the Work will be free from defects not inherent in the quality of the Work and will conform to the Contract Documents. This warranty is in addition to any other warranty provided by law or the Contract documents.
- j. **One Year Correction Period.** For a period of one year after Substantial Completion of the Project, Contractor agrees to correct any Work that is not in conformance with the Contract Documents.
- k. **Assignment of Contract and Subcontracting.** Neither party will assign the Contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this Contract by assigning or subcontracting the Work or any portion thereof.
- l. **Accounting Records.** Contractor will keep records, including accounting records, relating to this Project in a form acceptable to Owner and will allow Owner access to all records upon reasonable notice to Contractor to review and audit such records.

## 5. INDEMNIFICATION.

- a. To the fullest extent permitted by law, Contractor will indemnify and hold Owner and other parties listed in contract,, and its consultants, employees and agents ("Indemnitees") harmless from all damages claims, losses, and expenses, including but not limited to





attorneys' fees, arising out of or resulting from the performance of Contractor's Work under this Contract, provided that such damage claim, loss, and/or expense is attributable to bodily injury, sickness, disease or death or to the damage or destruction of property (other than to the Work itself), but only to the extent caused by Contractor's negligence or the negligence of Contractor's employees, subcontractors, agents, suppliers, or anyone else for whose acts the Contractor may be directly or indirectly liable. The Contractor will not, however, be liable to so indemnify where the damage, claim, loss or expense is attributable to the sole negligence of Indemnitees. In the case of concurrent negligence, Contractor will only be required to so indemnify to the extent of Contractor's negligence.

- b. Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Contractor and any of Contractor's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than the work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

## 6. CHANGES.

- a. Without invalidating the Contract, Owner, and other parties listed in contract, may make changes in the Scope of the Work and in the Contract Time. All changes to the Contract will be made in writing by Change Order and will be signed by both parties before being valid.
- b. Contractor shall be entitled to an equitable adjustment in the Contract Time and the cost of the Contract as a result of such changes.

## 7. DISPUTE RESOLUTION.

- a. Claims, disputes and other matters in question between Owner and Contractor will be decided first by good faith, non-binding mediation before a mediator of the parties' choice. A representative of each party with authority to settle the Claim will be present at the mediation. Good faith mediation will be a condition precedent to arbitration or litigation. Unless the parties agree otherwise, all unresolved claims shall be considered at a single mediation at the conclusion of the Project. The parties shall share equally the cost of the mediator and shall bear their own costs and attorneys' fees.
- b. All claims not resolved by mediation shall be determined by litigation. The parties agree that venue for such cases shall be in Seattle, Washington.
- c. Both parties agree to waive all consequential damages as against each other.



## 8. TERMINATION OF THE CONTRACT.

- a. Owner, and other parties listed in contract, may terminate Contract at any moment and for any reason at their own discretion. Contractor shall be entitled to payment for work completed up until point of termination by Owner.
- b. Contractor may terminate this Contract if Owner fails or neglects to carry out the Work in accordance with the Contract Documents or otherwise materially breaches the Contract. Contractor shall provide Owner with seven calendar days' notice of the breach and provide Owner with an opportunity to cure the Contract. Should Owner fail to cure the Contract, Contractor shall have the right to terminate the Contract. Contractor shall be entitled to payment for work completed plus overhead and profit. Contractor shall also be entitled to recover the cost of expenses reasonably related to the termination.

## 9. PROGRESS PAYMENTS.

- a. Contractor will submit applications for payment to RCSP once a month for approval. Upon approval, pay apps to be forwarded to Fiscal Sponsor for processing. Payment pursuant to the pay applications shall be due within 14 days of the date Fiscal Sponsor receives the pay application. Contractor shall be entitled to interest on amounts over 14 days past due (not including amount held in retention) at a rate of 1% per month.
- b. Pay applications will accurately depict actual expenses incurred by Contractor and will reflect the payment schedule agreed upon by the parties.
- c. Fiscal sponsor will make final payment to Contractor when Contractor has fully performed the Scope of the Work in accordance with the requirements of the Contract Documents and Contractor has submitted the final pay application.
- d. Payments will be sent via to:

Grindline Skateparks, Inc.  
4619 14th Ave SW  
Seattle, WA 98106

- e. Checks should be made payable to "Grindline Skateparks, Inc".

## 10. INSURANCE

- a. Contractor will obtain, pay for and maintain the coverage and amounts of coverage not less than those below and will provide Owner with certificates issued by insurance companies satisfactory to Owner to evidence such coverages.



- b. With regard to items "3" and "4" in the following paragraph, Service Provider shall name SeaMar Community Health Centers as an additional insured on such policies of insurance, and shall provide the Owner with certification of such insurance.
- c. Contractor will procure and maintain the following types of insurance at limits no less than stated below.
  - 1. Worker's Compensation complying with the laws of the State of where the Project is located and Employer's Liability insurance as well as any similar coverage required for this work by applicable Federal or State law.
  - 2. Products and Completed Operations Coverage for the protection against bodily injury and property damage claims arising from this hazard at a limit no less than \$1M/2M.
  - 3. Commercial Liability insurance with a combined single limit for bodily injury and property damage no less than \$1M each occurrence covering all insurable obligations or operations of Owner.
  - 4. Business Automobile Liability with a combined single limit for bodily injury and property damage no less than \$1M each occurrence to include coverage for all non-owned and hired vehicles.
- d. Limits of Liability: The insurer's maximum liability for all Loss and Claims Expenses resulting from each Claim shall be the limit of Liability for each claim set forth in Section 10.b. The insurer's maximum aggregate liability for all Loss and Claims Expenses resulting from all claims covered by this Policy shall be the aggregate Limit of Liability for all Claims set forth in Section 10.b.

## **11. BOND**

- a. Contractor shall furnish performance and payment surety bonds within ten (7) days of execution of this Contract, in an amount equal to the contract price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Contract and upon payment for all labor, materials, equipment and supplies used in the prosecution of the work described herein.

## **12. SEPARATE CONTRACTORS.**

- a. The parties recognize that Owner may perform construction related to the Work with its own forces or with separate contractors. Owner shall provide for coordination of such forces with the work of Contractor, who will cooperate with them.





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SKATEPARKS

## 13. MISCELLANEOUS

THIS SPACE INTENTIONALLY LEFT BLANK

n Witness hereof, Owner and Contractor have caused this Agreement to be executed and accepted by their duly authorized officials:

**Grindline Skateparks, Inc.:**

**SeaMar Community Health Centers**

By:

*micah shapiro*  
micah shapiro (Jun 7, 2021 11:07 PDT)

(signature)

Micah Shapiro

(name--type or print)

Chief Executive Officer

(title)

Jun 7, 2021

(date)

By:

*Michael Leong*  
Michael leong (Jun 7, 2021 08:14 PDT)

(signature)

Michael Leong

(name type or print)

Sr. Vice President, Corporate and Legal Affairs

(title)

Jun 7, 2021

(date)

**Friends of River City Skate Park**

By:

*Kim Schwarzkopf*  
Kim Schwarzkopf (Jun 7, 2021 08:26 PDT)

Kim Schwarzkopf

Jun 7, 2021

(date)

**Seattle Parks Foundation**

By:

*Shava Lawson*

Shava Lawson, Director of Fiscal Services

Jun 7, 2021

(date)

# River City SkatePark Construction Contract











## 6.7.21

Final Audit Report


2021-06-07

Created:	2021-06-07
By:	Jake Hellenkamp (jake@sngi.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyrLzJzY_RQEXc46-F9lwJqfDsOcErMAM


## "River City SkatePark Construction Contract 6.7.21" History

-  Document created by Jake Hellenkamp (jake@sngi.org)  
2021-06-07 - 3:06:12 PM GMT- IP address: 97.113.181.186
-  Document emailed to Michael leong (mikeleong@seamarchc.org) for signature  
2021-06-07 - 3:08:04 PM GMT
-  Document emailed to Kim Schwarzkopf (rivercityskatepark@gmail.com) for signature  
2021-06-07 - 3:08:04 PM GMT
-  Document emailed to micah shapiro (micah@grindline.com) for signature  
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-  Document emailed to rebecca@seattleparksfoundation.org for signature  
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-  Email viewed by Michael leong (mikeleong@seamarchc.org)  
2021-06-07 - 3:13:51 PM GMT- IP address: 208.79.148.79
-  Document e-signed by Michael leong (mikeleong@seamarchc.org)  
Signature Date: 2021-06-07 - 3:14:46 PM GMT - Time Source: server- IP address: 208.79.148.79
-  Email viewed by Kim Schwarzkopf (rivercityskatepark@gmail.com)  
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-  Document e-signed by Kim Schwarzkopf (rivercityskatepark@gmail.com)  
Signature Date: 2021-06-07 - 3:26:28 PM GMT - Time Source: server- IP address: 98.247.97.237
-  Email viewed by micah shapiro (micah@grindline.com)  
2021-06-07 - 4:58:00 PM GMT- IP address: 73.11.190.147




 Jake Hellenkamp (jake@sngi.org) replaced signer rebecca@seattleparksfoundation.org with Shava Lawson (shava@seattleparksfoundation.org)


2021-06-07 - 5:52:07 PM GMT- IP address: 97.113.181.186

 Document emailed to Shava Lawson (shava@seattleparksfoundation.org) for signature


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 Email viewed by Shava Lawson (shava@seattleparksfoundation.org)

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 Document e-signed by Shava Lawson (shava@seattleparksfoundation.org)

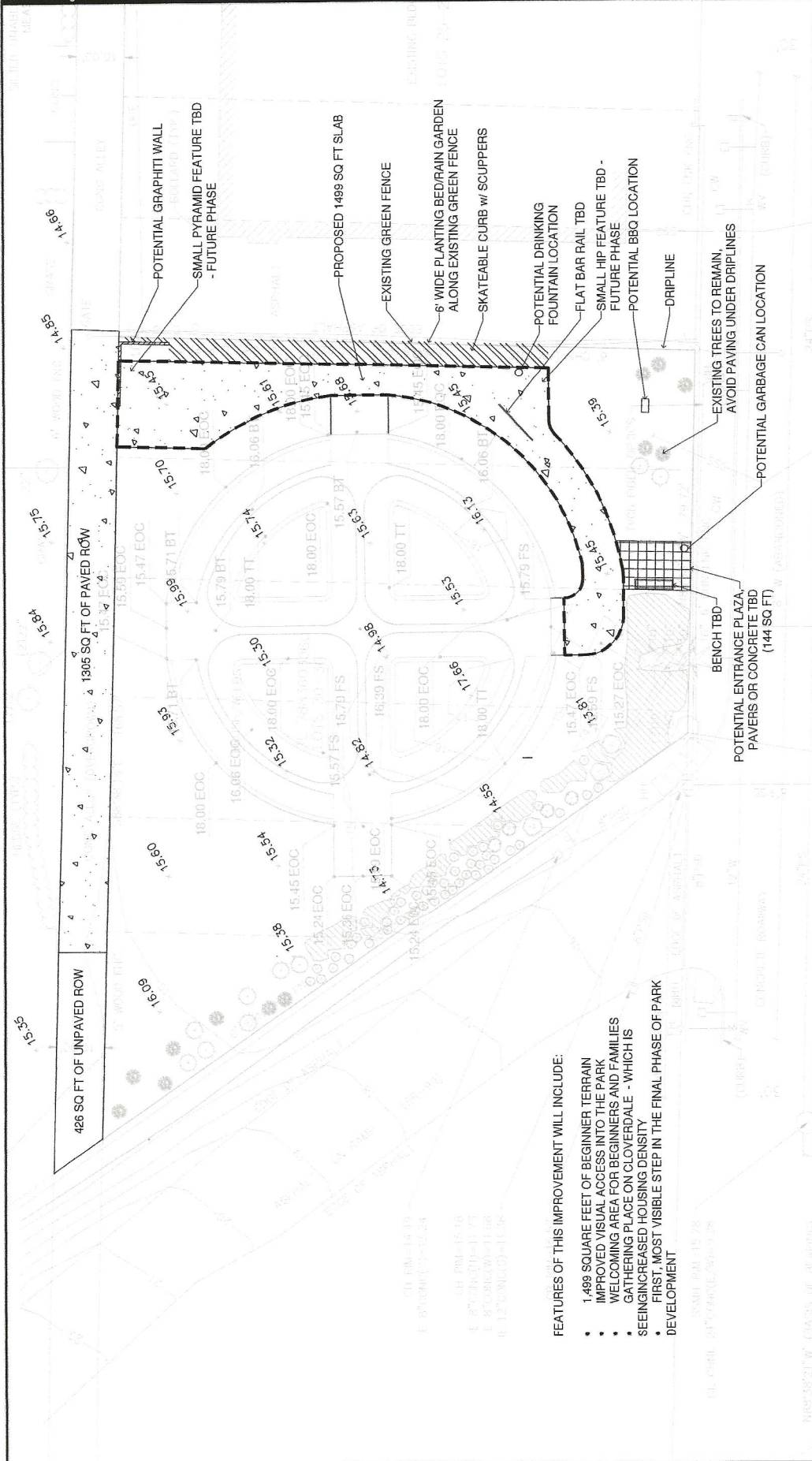
Signature Date: 2021-06-07 - 5:58:01 PM GMT - Time Source: server- IP address: 71.212.117.79

 Document e-signed by micah shapiro (micah@grindline.com)

Signature Date: 2021-06-07 - 6:07:13 PM GMT - Time Source: server- IP address: 73.11.190.147

 Agreement completed.

2021-06-07 - 6:07:13 PM GMT



FEATURES OF THIS IMPROVEMENT WILL INCLUDE:

- 1,499 SQUARE FEET OF BEGINNER TERRAIN
- IMPROVED VISUAL ACCESS INTO THE PARK
- WELCOMING AREA FOR BEGINNERS AND FAMILIES
- GATHERING PLACE ON CLOVERDALE - WHICH IS SEEING INCREASED HOUSING DENSITY
- FIRST, MOST VISIBLE STEP IN THE FINAL PHASE OF PARK DEVELOPMENT

ADDRESS OF PROPERTY: 734/746 S. CLOVERDALE ST.  
OWNER: ROGELLO RIQUEAS, 140 S. HENDERSON ST. 206.763.6277  
LEGAL DESCRIPTION: 30 THRU 38 BLOCK 15 SOUTH PARK LESS PORTION FOR ST HWY  
#1 PER DEEDS 4968246 & 519806 LESS ACCESS RD  
ASSESSOR'S PARCEL NUMBER: 7883603060

**COVERAGE:**  
LOT AREA= 6,369 SQ/FT.  
TOTAL COVERAGE = 49%



## Cost Estimate

Project: River City Expansion 1,499 SQ FT Slab  
 CE #: 1  
 Date: 6/4/2021  
 Description of Work: River City Expansion 1,499 SQ FT Slab  
 Scope: Cost Estimate 1,499 Sq/Ft slab

Work Requested by: River City Skatepark

Date Performed By: June 31st, 2021

Drawing: SP1.2

RFI#:

ASI#:

COR#:

W/O:

### LABOR:

Code	Classification	Cost/Unit	Unit	Quantity	Total
400	Foreman	\$ 83.44	HR	32	\$ 2,670.06
400	Operator (pump)	\$ 83.44	HR	16	\$ 1,335.03
400	Operator (Ex)	\$ 83.44	HR	16	\$ 1,335.03
400	Concrete Finisher	\$ 78.22	HR	160	\$ 12,514.93
400	Laborer (mason)	\$ 62.64	HR	120	\$ 7,517.32
444	Project Manager	\$ 75.00	HR	6	\$ 450.00
444	Construction Manager	\$ 70.00	HR	8	\$ 560.00
<b>Labor Subtotal</b>					\$ 26,382.36
<b>Labor Markup @ 15%</b>					\$ 3,957.35
<b>LABOR TOTAL</b>					\$ 30,339.72

### MATERIALS:

Code	Items Description	Cost/Unit	Unit	Quantity	Total
301	Concrete - to be Provided by RCSP	\$ 140.00	CY	50	\$ -
302	Gravel - to be Provided by RCSP	\$ 32.00	TN	40	\$ -
303	Steel Coping/Edging	\$ -	LS		\$ -
304	Rebar - to be Provided by RCSP	\$ 4.50	EA	190	\$ -
305	Lumber/Misc (contingency)	\$ 300.00	LS	1	\$ 300.00
308	Drainage	\$ -	LS		\$ -
309	Site Amenities/Fixtures	\$ -	LS		\$ -
<b>Material Sub-total</b>					\$ 300.00
<b>Material Markup @ 15%</b>					\$ 1,370.00
<b>MATERIAL TOTAL</b>					\$ 1,670.00

### EQUIPMENT:

Code	Equipment Used	Cost/Unit	Unit	Quantity	Total
203	Site Utilities	\$ 375.00	Week	3	\$ -
200	Concrete Pump/Compressor	\$ 700.00	Day	2	\$ 1,400.00
200	Plate Compactor	\$ 100.00	Day	5	\$ -
200	Skid Steer	\$ 1,000.00	Week	2	\$ 2,000.00
200	Excavator	\$ 1,000.00	Day	5	\$ 5,000.00
201	Fuel	\$ 300.00	LS	1	\$ 300.00
750	Field Travel		LS		\$ -
<b>Equipment Subtotal</b>					\$ 8,700.00
<b>Equipment Markup @ 15%</b>					\$ 1,548.75
<b>EQUIPMENT TOTAL</b>					\$ 10,248.75

BOND FEE	1	2%	\$ 845.17
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### TOTAL

**\$ 43,103.63**

Time for completion of cited work. Contract is hereby extended by # of days:

OWNER APPROVAL:

GRINDLINE APPROVAL:

Signature

Date

Signature

Date







## PROPOSED SCOPE OF WORK:

### SUBMITTED TO:

<b>Name:</b>	Estimator	<b>Project Name:</b>	River City Expansion 1,499 SQ FT Slab
<b>Organization:</b>		<b>City:</b>	Seattle
<b>Phone:</b>		<b>State:</b>	WA
<b>Fax:</b>		<b>Date:</b>	June 2, 2021

JUNE 2, 2021

Grindline proposes to provide all necessary labor, materials, and equipment to complete the work shown and detailed within the skatepark footprint on sheets SP-1.2 of the Bid Documents dated 05/19/2021, Including:

- Fine grading
- Aggregate Base Placeent - Material to be provided by RCSP
- Formwork Setup - Material to be provided by RCSP
- Rebar Placement - Material to be provided by RCSP
- Shotcrete/concrete Place & Finish - Concrete Material to be provided by RCSP
- Steel Coping/edging, skateable handrails
- Skateable Handrails
- Mass excavation (Flat pads to be +/- 1/2" from subgrade and transition walls banked at a 1:1 slope)
- One mobilization

#### Exclusions:

- Demolition
- Import/Export of Fill Material - Grindline will balance the grading on site with no need for export of soil
- Water and Power Supply
- Dewatering
- Landscaping (including Seeding and Planting)
- Irrigation (including sleeving) and/or Restoration
- Site amenities Including but not limited to benches, trash cans, shade structures, picnic tables
- Final Perimeter Fencing
- Permits
- Material Testing / Special Inspections
- Underground Drain lines
- Finish grading around skatepark perimeter
- Construction staking/surveying
- Non skatepark concrete
- Removal of trash & construction debris generated by any other parties involved
- Any other work outside of areas referenced above
- Multiple mobilizations