

Wilmington, Delaware
April 18, 2019

Rev. 1
#4641

Sponsors:

Council
Members
Oliver
Freel

WHEREAS, pursuant to City Charter Section 1-101, the City of Wilmington (the “City”) may acquire, hold, manage, and dispose of property on such terms as it deems proper for any municipal purpose; and

WHEREAS, City Code Section 2-621(a) authorizes the Department of Real Estate and Housing to conduct disposition proceedings of real property owned by the City; and

WHEREAS, City Code Section 2-621(c) provides that governmental agencies are exempt from the City’s bid procedures and that, upon the declaration of a property as approved for disposition by resolution of City Council, the Department of Real Estate and Housing may lease property owned by the City to a governmental agency; and

WHEREAS, the City is the owner of that certain real property commonly known as Kirkwood Park, which is bounded by the Brandywine River, Northeast Boulevard, North Spruce Street, East 11th Street, North Pine Street, and certain lands respectively owned by the Christina School District and the New Castle County Vocational Technical School District (the “District”); and

WHEREAS, the District, a governmental agency, is comprised of several schools, one of which is Howard High School of Technology (“Howard”); and

WHEREAS, Howard has utilized a portion of Kirkwood Park (the “Practice Field Area”) for numerous years as a practice field for its students; and

WHEREAS, the District would like to install a turf practice field (the “Turf Practice Field”) on the Practice Field Area for use by Howard students and members of the public; and

WHEREAS, the City has negotiated a proposed lease with the District (the "Lease"), a copy of which is attached hereto as Exhibit A, for the Practice Field Area so that the District may install the Turf Practice Field; and

WHEREAS, the Lease provides (i) that the installation of the Turf Practice Field will be at the District's sole cost and expense and (ii) for public access to the Turf Practice Field.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby approves the disposition of the Practice Field Area to New Castle County Vocational Technical School District pursuant to terms of the Lease.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is hereby authorized to execute the Lease, attached hereto as Exhibit A, and the appropriate officers of the City are hereby authorized and directed to take all such actions and to execute any and all documents necessary to effectuate the Lease.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the City to enter into a lease with New Castle County Vocational Technical School District School of a portion of Kirkwood Park for the installation of a turf practice field for use by Howard High School of Technology and members of the public.

EXHIBIT A

LEASE

(Kirkwood Park Practice Field)

THIS LEASE (this "Lease"), dated the ___ day of _____, 2019 (the "Effective Date"), is made by and between **THE CITY OF WILMINGTON**, a municipal corporation of the State of Delaware ("City"), having an address of 800 N. French Street, Wilmington, Delaware 19801, as landlord, and the **NEW CASTLE COUNTY VOCATIONAL TECHNICAL SCHOOL DISTRICT** (the "District"), having an address of 1417 Newport Road, Wilmington, DE 19804, Attn: Superintendent, as tenant.

RECITALS:

WHEREAS, the City owns Kirkwood Park, which is bounded by the Brandywine River, Northeast Boulevard, North Spruce Street, East 11th Street, North Pine Street and certain lands respectively owned by the Christina School District and the District;

WHEREAS, Section 154 of House Bill No. 475 (the "2019 Bond Bill") authorizes the District to transfer non-obligated funds from the Howard High School/1927 Building Renovation Project for the construction of multi-purpose fields for athletics in Kirkwood Park;

WHEREAS, the City has an interest in facilitating the installation of a turf athletic field in Kirkwood Park in order to benefit City residents, Howard High School of Technology ("Howard High School") students and other organizations and groups offering athletic programs for City residents;

WHEREAS, the City has determined that the District's installation of a turf field in the portion of Kirkwood Park that is currently being used as a football practice field will enhance the athletic and recreational opportunities available within Kirkwood Park; and

WHEREAS, in light of the foregoing, the City desires to lease the Practice Field (hereinafter defined) to the District under the terms and conditions of this Lease to the extent permitted under *22 Del. C. § 117*.

NOW, THEREFORE, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the District to be paid, kept and performed, the City has demised and leased and by these presents does demise and lease unto the District, and the District, does hereby take and hire from the City, for the term and subject to the covenants and conditions hereinafter expressed, the Practice Field, together with any and all improvements, appurtenances, rights, privileges and easements benefitting, belonging, or pertaining thereto.

1. Definitions. As used in this Lease, the following terms shall have the meanings set forth below.

(a) "Alterations" shall mean any alteration, addition, demolition, replacement, or change to the Practice Field following the Turf Field Installation.

(b) “City Time” means the time period allocated to the City for its or its designees’ and invitees’ use of the Practice Field, which allocation is described in Section 4(b). City Time shall expressly exclude any time period designated as District Time.

(c) “Commencement Date” means the date that is the later of (i) the Effective Date or (ii) the date that the Wilmington City Council approves this Lease.

(d) “DBE” is defined in Section 5(e).

(e) “District Time” means that period of time that the District shall have a right of exclusive use of the Practice Field or may exclusively select the users of the Practice Field.

(f) “Effective Date” has the meaning ascribed to such term in the first paragraph of this Lease.

(g) “Existing Users” means those sports teams and other individuals or organizations, excluding the District, who, historically, have been specifically invited, or otherwise specifically permitted, to use the Practice Field by the City.

(h) “Event of Default” is defined in Section 14(a).

(i) “Expiration Date” is defined in Section 2(a).

(j) “City” has the meaning ascribed to such term in the first paragraph of this Lease.

(k) “Law(s)” means all present and future laws, statutes, codes, ordinances, orders, rules and regulations of all federal, state and local governments, agencies and authorities having jurisdiction over the Practice Field.

(l) “Lease” has the meaning ascribed to such term in the first paragraph of this Lease.

(m) “Material Alteration” shall mean any Alteration that would limit or restrict Public Time or City Time at the Practice Field for a continuous period of more than five (5) days.

(n) “Permitted Use” means (1) any athletic or recreational use that is not a Prohibited Use or (2) any civic, community, educational, cultural or public activity approved by the City that is not a Prohibited Use.

(o) “Plans and Specifications” means those certain plans and specifications listed on Exhibit “B” attached hereto for the installation of a turf field on the Practice Field.

(p) “Practice Field” means that portion of Kirkwood Park that is currently being used as a practice football field, which is more particularly depicted on Exhibit “A” attached hereto.

(q) “Public Time” means the time period provided to the public to use the Practice Field, as set forth in Section 4(a).

(r) “Prohibited Use” means:

(i) selling, distributing, displaying, advertising or offering for sale any (A) alcohol, alcoholic beverages or illicit drugs, (B) paraphernalia commonly used in the use or ingestion of alcohol or illicit drugs, or (C) x-rated, pornographic, lewd, or so-called “adult” newspapers, books, magazines, films, pictures, video tapes, video disks, or other representations or merchandise of any kind;

(ii) any use that may bring disrepute on the City or the District;

(iii) any use prohibited by, or in violation of, the Law; and

(iv) any use inconsistent with the District policy attached hereto as Exhibit “C” (as such policy may be revised by the District in a manner consistent with 14 *Del. C. § 1056*).

(s) “Renewal Terms” is defined in Section 2(c).

(t) “Term” is defined in Section 2(a).

(u) “Termination Contingency Event” is defined in Section 2(b).

(v) “Termination Notice” is defined in Section 2(c).

(w) “Turf Field Installation” means the installation of a turf field on the Practice Field in accordance with the Plans and Specifications.

(x) “Use Agreements” is defined in Section 9.

2. Term; Contingency; Renewal.

(a) Subject to the renewal options set forth in Section 2(c) below, the term of this Lease (as it may be extended, the “Term”) shall commence on the Commencement Date and shall expire on the day immediately preceding the fortieth (40th) anniversary of the Commencement Date (unless extended or terminated pursuant to Section 2(b) or (c) below, the “Expiration Date”).

(b) This Lease shall automatically terminate if (i) the funds transferred pursuant to Section 154 of the 2019 Bond Bill are insufficient to complete the Turf Field Installation or (ii) this Lease is not approved by the Co-Chairs of the Joint Legislative Committee on the Capital Improvement Program and the Director of the Office of Management and Budget

(the events described in the preceding clauses (i) and (ii) each being a "Termination Contingency Event"). Upon the occurrence of a Termination Contingency Event, the District shall promptly notify the City of the occurrence of such Termination Contingency Event.

(c) Absent the delivery of a written notice of termination from either party to the other at least sixty (60) days prior to then current Expiration Date (a "Termination Notice"), this Lease shall automatically renew without any action by either party beyond the initial Expiration Date and each successive Expiration Date thereafter, on a year to year basis ("Renewal Terms"), as long as (i) the District continues to use the Practice Field and (ii) an Event of Default has not occurred that remains uncured to the City's satisfaction. Notwithstanding anything to the contrary in this Lease, there shall be no more than twenty (20) Renewal Terms under this Lease, and this Lease shall automatically terminate on the last day of the 20th Renewal Term.

3. Rent. On or prior to the Commencement Date, the District shall pay to the City the sum of Ten Dollars (\$10.00) as the sole fixed rent amount payable under this Lease.

4. Use of Practice Field by the City of Wilmington and the General Public.

(a) Subject to safety limitations instituted by the District in accordance with this Section, the weather, acts of God and other similar causes beyond the control of the District, the District hereby agrees that the Practice Field shall be made available for use by the general public when approved by the District, which approval shall not be unreasonably withheld. The period of time described in the preceding sentence is referred to herein as "Public Time". In order to request usage of the Practice Field, the general public must complete a District Facilities Request Form as outlined in District Policy #501 entitled "Use of School Facilities" ("District Policy #501"). The general public shall be required to comply with District Policy #501 when using the Practice Field. Such use by the general public shall also be subject to all such reasonable rules and regulations for safety and operations as the District may prescribe in its discretion, including, without limitation, any restrictions the District may establish to prevent the objectionable or unlawful use of the Practice Field or any use that could cause immediate damage to the Practice Field. The rights of the public described herein are subordinate, under and subject to the terms of this Lease, matters of public record and all applicable Laws.

(b) Subject to safety limitations instituted by the District in accordance with this Section, the weather, acts of God and other similar causes beyond the control of the District, the District will make the Practice Field available for scheduling by the City of Wilmington's Department of Parks and Recreation for supervised public use, at no charge, for a minimum of an average of fifty (50) hours per month as determined on an annual basis. The period of time described in the preceding sentence is referred to herein as "City Time". Any unused City Time shall be forfeited. The District agrees that it shall not unreasonably withhold its consent to requests from the City for additional City Time beyond the minimum fifty (50) hours per month to the extent the Practice Field is available during the requested period of time. Representatives of the District and the Director of the City of Wilmington's Department of Parks and Recreation or his/her designee shall meet no less than twice per year to discuss the scheduling and allocation of City Time. The District shall maintain a schedule for the Practice Field, and the Director of the City of Wilmington's Department of Parks and Recreation or his/her designee will determine who is permitted to use the Practice Field during City Time. Such determination will be made at least

fourteen (14) days prior to the use of the Practice Field. Such use shall be permitted during normal hours of operation of the Practice Field as and when agreed to by the City and the District. Such use shall be subject to all such reasonable rules and regulations for safety and operations as the District may prescribe in its discretion, including, without limitation, any restrictions the District may establish to prevent the objectionable or unlawful use of the Practice Field or any use that could cause immediate damage to the Practice Field. All use of the Practice Field during City Time shall be at such user's own risk, and nothing contained herein shall be construed to allow the general public to use the Practice Field except as provided herein.

(c) The parties agree that all Existing Users will continue to have the right to use the Practice Field under similar terms (subject to rate increases to reflect inflation) as past practice so long as such Existing User continues to use the Practice Field at least once per calendar year. The time for exclusive use of the Practice Field by Existing Users will be deducted from City Time.

5. Turf Field Installation and Future Alterations.

(a) The Turf Field Installation shall commence no later than August 1, 2019 and shall be completed no later than December 1, 2019. If the District is unable to comply with these deadlines, it shall promptly notify the City and shall commit to new deadlines in writing that are reasonably acceptable to the City.

(b) The District shall have the right to make Alterations to the Practice Field at the District's sole cost and expense; provided, however, any Alteration that is a Material Alteration shall be subject to the City's prior written consent which shall not be unreasonably withheld, conditioned or delayed. The District shall be solely responsible for all engineering, technical and safety standards for the Turf Field Installation and for any Alterations.

(c) Notice is hereby given that the City shall not be liable for any labor or materials furnished or to be furnished to the District upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the interest of the City in and to the Practice Field. Whenever and as often as any mechanic's lien shall have been filed against the Practice Field based upon any action or omission of the District or of anyone claiming through the District, the District shall either (i) within thirty (30) days after written notice from the City of the filing thereof, take such action by bonding, deposit or payment as will remove the lien as to the Practice Field such as reasonably protects the Practice Field from execution of such lien, to the reasonable satisfaction of the City, or (ii) contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interests of the City. If the District shall fail to cause such lien to be so removed or fail to commence any such contest within such thirty (30) day period after being notified of the filing thereof, then, in addition to any other right or remedy of the City, the City may discharge the same by paying the amount of such lien or any portion thereof without inquiry as to the validity thereof, and such amount and all costs and expenses, including reasonable attorneys' fees and interest, incurred by the City in procuring the discharge of such lien shall be due and payable by the District to the City, as additional rent hereunder. The District shall indemnify, defend and hold harmless the City against all such liens, charges and encumbrances, expressed or implied, which may encumber the Practice Field.

(d) Prior to commencing the Turf Field Installation or any Alterations, unless expressly waived in writing by the City, the District shall obtain builders' risk insurance covering the Turf Field Installation or the Alterations, as applicable, to the full extent of the insurable replacement cost thereof for special perils. The policy shall expressly waive and bar any claim of subrogation against City. The policy shall be provided by an insurer licensed to do business in the State of Delaware.

(e) Prior to commencing the Turf Field Installation or any Alterations, the District and the District's general contractor shall review the City of Wilmington's Disadvantaged Business Enterprise ("DBE") list and shall incorporate potential DBEs into the bid package mailing list or otherwise invite such potential DBEs to submit bids in the same manner as all other potential bidders when bidding for construction or operational contracts. The District and the District's general contractor shall also work with local workforce development programs to identify local residents who would be eligible for employment on said project and shall work with said workforce development program to implement placement strategies to allow for increased participation of local residents to the extent practical without undue burden or cost.

(f) Until the Expiration Date or date of sooner termination of the Term of this Lease, the District shall retain title to the equipment and other items installed on the Practice Field. Upon the Expiration Date or date of sooner termination of the Term of this Lease, the equipment and other items installed on the Practice Field shall be and become the property of the City, free from any liens or claims of the District whatsoever, without any compensation therefor from the City to the District, except that all tangible personal property not permanently part of the Practice Field may be removed by the District at or prior to the Expiration Date or date of earlier termination of the Term of this Lease; provided that in the event of such removal at the Expiration Date or date of earlier termination, the District shall repair or pay the cost of repairing any damage to the Practice Field caused thereby.

6. Taxes and Utility Expenses. During the Term of this Lease, the District shall pay and discharge, or shall cause to be paid and discharged, as and when the same shall become due and payable, to the extent legally assessed against the Practice Field, all real estate taxes, special and general assessments, utility charges (including, but not limited to, charges for electric, stormwater, sewer and water), and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary.

7. Maintenance, Repair and Obligations.

(a) The District shall, at its sole cost and expense, keep, or cause to be kept, the Practice Field in good order and repair and shall make all restorations and improvements necessary to maintain the Practice Field in a good, safe and clean condition, including, but not limited to, (i) making necessary repairs to the playing surface, drainage system and any surrounding fencing; (ii) cutting and maintaining any surrounding grass or landscaping; and (iii) collecting and disposing of any trash that accumulates on or around the Practice Field. The District shall provide City with notice of any proposed Alterations and shall not commence construction on any Material Alterations without obtaining the City's approval. All maintenance restorations, Alterations and repairs shall be done in a good and workmanlike manner by qualified contractors.

(b) During the Term of this Lease, the District shall, at its own cost and expense, promptly observe and comply with all Laws applicable to the Practice Field.

8. Insurance and Indemnity.

(a) Insurance. The District, at its sole cost and expense, for the mutual benefit of the City and the District, shall at all times during the Term of this Lease, provide or confirm the procurement of, workers' compensation, commercial general liability and property damage liability insurance coverage for personal injury, sickness, disease or death, or for damage or injury to or destruction of property (including the loss of the use thereof) occurring upon, in, or about the Practice Field or any improvements erected or constructed thereon, to wit:

(i) Workers' Compensation & Employer's Liability Insurance

(A) The District and any vendor or independent contractor engaged for work or services on the Practice Field shall purchase and keep in force and effect workers' compensation insurance affording statutory coverage and containing statutory limits that will provide the applicable statutory benefits for employees of any employer who may or do suffer covered injuries or diseases while involved in the performance of their work at the Practice Field; and, even if permitted to do so by statute, the District, independent contractor, or vendor shall not reject any workers' compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees.

(B) The District and any vendor or independent contractor shall purchase, and keep in force and effect, Employers' Liability insurance with maximum limits for each employee of \$1,000,000 for each bodily injury by accident or occupational disease, and \$1,000,000 aggregate maximum limits for all bodily injuries by accidents or occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

(ii) Automobile and Commercial General Liability Insurance

(A) The District and any vendor or independent contractor shall purchase: (1) motor vehicle liability coverage with liability limits for bodily injury of at least \$1,000,000 with a combined single limit, and \$100,000 for property damage for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of the District's, vendor's or independent contractor's performance of work, and (2) comprehensive commercial general liability ("CGL") insurance with limits of no less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate. The CGL policy shall be extended by endorsement or otherwise to also include (a) coverage for contractual liability assumed by the District, vendor and/or independent contractor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability, (c) coverage for broad form property damage liability, (d) coverage for personal injury and advertisers liability, and (e) products and completed operations. The City of Wilmington shall be named as an additional insured on the motor vehicle liability coverages and CGL coverages. The CGL policy shall provide an endorsement that specifically

waives any subrogation rights the insurer would otherwise have against the City of Wilmington, its officials or employees.

(iii) Professional Liability Insurance

(A) Each vendor or independent contractor hired by the District shall provide professional liability insurance with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate to the extent that such insurance is commercially reasonable for the work being performed.

(iv) General Requirements for all Insurance

(A) All insurance required under this Lease except workers' compensation, employers' liability, and professional liability shall specifically name the City of Wilmington, its officials and employees as additional insureds.

(B) Every insurance policy, to the extent obtainable, shall provide written notice of cancellation to the City of such policy.

(C) Each policy shall be written by a carrier licensed by the State of Delaware that has, and maintains during the term of the policy, at least an "A" rating from the A.M. Best Agency with "Stable" outlook. Any change in this rating or outlook must be disclosed to the City by the District as soon as possible upon learning of the same.

(D) All insurance required under this Lease, except workers' compensation, employers' liability and professional liability, shall expressly provide that such insurance shall be primary insurance.

(E) The District shall procure and retain records including certificates of insurance evidencing the above-stated coverages and other requirements.

(b) The District shall deliver to the City certificates of insurance evidencing the existence of all policies of insurance described above. The District shall be permitted to maintain the coverages required by this Lease under one or more blanket policies of insurance that also cover other properties owned by the District.

(c) The District shall indemnify, defend and hold the City and its officials and employees harmless from any and all claims, lawsuits, loss, liability, costs or expenses, including reasonable attorneys' fees, arising out of or related to (i) any claim of bodily injury, property damage or other damages on the Practice Field or (ii) the activities, improvements and uses of the Practice Field contemplated by this Lease, except to the extent that such injury or damage results from the negligence, gross negligence or willful misconduct of the City or its officials or employees.

(d) The City shall not be liable or responsible for, and the District hereby releases the City from any and all claims with respect to, any loss, damage or injury to any property or person occasioned by (i) any condition, design, or defect in the Practice Field, (ii) the

District's use of the Practice Field, (ii) the repair or alteration of any part of the Practice Field, or (iii) any other cause whatsoever related to the use of the Practice Field.

9. Assignment and Sublease. The District shall not assign this Lease or otherwise transfer the District's interest in the Practice Field or any portion thereof to any person without obtaining, on each occasion, the express prior written consent of City. The City acknowledges and agrees that the District may enter into license and occupancy agreements (the "Use Agreements") for the use of the Practice Field for uses that are harmonious, tangential or supportive of the Permitted Use, under such terms and conditions as the District may desire and in compliance with applicable law. Notwithstanding the above, the District shall endeavor to engage other community and local groups who may be interested in utilizing the Practice Field, and the District shall develop criteria that will allow such groups to have reasonable access and use to the Practice Field.

10. CSO. The District acknowledges that a Combined Sewer Overflow ("CSO") structure is under a portion of the Practice Field, and the City will need both vehicular and pedestrian access over, across and around the Practice Field in order to conduct periodic inspections and clean-outs of such CSO structure. In order to accommodate the City's requirements for access to the CSO, the turf field to be installed by the District must be designed either (i) to include a perimeter of sufficient width and strength that a vehicle weighing ten (10) tons may be driven around the entire perimeter of the turf field or (ii) to support a vehicle weighing ten (10) tons being driven onto and across the turf field. Notwithstanding anything to the contrary in this Lease, the City shall have the right to temporarily close the Practice Field at any time, without notice, in order to clean-out, repair and/or replace the CSO structure, and the City shall have no obligation to repair or replace any portion of the Practice Field that is damaged by the clean-out, repair or replacement of the CSO structure unless such damage is caused by the negligence, gross negligence or willful misconduct of the City or its officials or employees. The City will endeavor, if possible, to provide twenty-four (24) hours' notice prior to closing the Practice Field to access the CSO structure.

11. Sewer Pipes. The District acknowledges that two sewer pipes are under a portion of the Practice Field, and the City will need both vehicular and pedestrian access over, across and around the Practice Field in the event either pipe fails, collapses, or needs repair or replacement. Notwithstanding anything to the contrary in this Lease, the City shall have the right to temporarily close the Practice Field at any time, without notice, to repair or replace either sewer pipe, and the City shall have no obligation to repair or replace any portion of the Practice Field that is damaged by the repair or replacement of either sewer pipe unless such damage is caused by the negligence, gross negligence or willful misconduct of the City or its officials or employees. The City will endeavor, if possible, to provide twenty-four (24) hours' notice prior to closing the Practice Field in order to repair and/or replace either pipe.

12. Tide Gate Valve. The District acknowledges that a tide gate valve is under a portion of the Practice Field. Notwithstanding anything to the contrary in this Lease, the City shall have vehicular and pedestrian access over, across and around the Practice Field, prior to the Turf Field Installation, to replace the tide gate valve, and the City thereafter shall have the right to temporarily close the Practice Field at any time, without notice, to repair or replace such tide gate valve. The City shall have no obligation to repair or replace any portion of the Practice Field that

is damaged by the repair or replacement of the tide gate valve unless such damage is caused by the negligence, gross negligence or willful misconduct of the City or its officials or employees. The City will endeavor, if possible, to provide twenty-four (24) hours' notice prior to closing the Practice Field in order to repair and/or replace the tide gate valve.

13. Quiet Enjoyment. The District, upon paying the rent and all other sums and charges to be paid by it under this Lease, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Practice Field during the term of this Lease to the extent provided in this Lease.

14. Default Provisions.

(a) The occurrence and continuance any one or more of the following events shall constitute an "Event of Default" under this Lease:

(i) If the District ceases to own and/or operate Howard High School; or

(ii) If the District ceases to use the Practice Field as contemplated in this Lease; or

(iii) If default shall be made in the due and punctual payment of any rent or any other monetary payments to be made by the District to the City hereunder, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after the District's receipt of written notice thereof from the City to the District; or

(iv) If default shall be made by the District in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease and such default shall continue for a period of thirty (30) days after receipt of written notice specifying such default from the City to the District; or, if it shall not be reasonably possible to cure such default within a period of thirty (30) days, then such longer period reasonably designated by the City in order to allow the District to promptly remedy such default following the District's receipt of the default notice.

(b) If an Event of Default has occurred and continues beyond those periods of time herein granted to cure the same, then the City, in addition to any other remedies to which the City may be entitled at law or in equity, shall have the right to terminate this Lease by giving the District a notice of termination, whereupon the District's rights under this Lease shall terminate.

(c) THE CITY AND THE DISTRICT EACH AGREE TO AND THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, THE RELATIONSHIP OF THE CITY AND THE DISTRICT, OR THE DISTRICT'S USE OR OCCUPANCY OF THE PRACTICE FIELD, AND ANY CLAIM OR INJURY OR DAMAGE AND/OR ANY STATUTORY REMEDY.

15. Casualty. In the event of any casualty causing damage to, or destruction of, the Practice Field, the District, shall promptly restore the Practice Field as nearly as practicable to its condition prior to such damage or destruction. All insurance proceeds received by the District shall be applied to the payment of restoration of the Practice Field. In no event shall the City have any obligation under this Lease to repair, restore or rebuild the Practice Field.

16. Condemnation. If at any time during the Term of this Lease, title to the whole or any portion of the Practice Field shall be taken by exercise of the right of condemnation, eminent domain or by agreement between City and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking"), this Lease shall terminate and expire on the date of such taking.

17. Notices. Every notice, approval or consent required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid, by (a) United States registered or certified mail, return receipt requested, (b) hand delivery, or (c) overnight courier, directed to the other party at its address hereinabove first mentioned, or such other address as either party may designate by notice given from time to time in accordance with this paragraph. Notices shall be deemed given when so sent; but time periods for performance following notice shall run from the date the notice has been delivered or delivery is refused.

18. Governing Law. This Lease and the performance of all the terms and conditions contained herein shall be governed, interpreted, construed and regulated by the laws of the State of Delaware. All disputes in connection with this Lease shall be resolved by the courts of New Castle County, Delaware. The parties agree to submit exclusively to the jurisdiction and venue of said courts.

19. Severability. Any provision of this Lease that may be determined by competent authority to be illegal, invalid, prohibited or unenforceable shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating the remaining terms and provisions hereof, and any such illegality, invalidity, prohibition or unenforceability shall not invalidate or render unenforceable any of the remaining terms and provisions hereof.

20. Entire Agreement; Amendments. This Lease shall constitute the entire agreement between the parties with respect to the subject matter of this Lease. This Lease shall not be modified or changed except by a writing executed and delivered by both parties.

21. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

22. Parties. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind, and inure to the benefit of, the District and the City and their respective successors and assigns.

23. No Partnership. It is understood and agreed that no party hereto shall be construed or held to be a partner, joint venturer or associate of the other in the conduct of the other's business, nor shall either party be liable for any debts incurred by the other; but it is

understood and agreed that the relationship is and at all times shall remain that of the City and the District.

24. Headings; Pronouns. The headings of the sections of this Lease are for convenience only and have no meaning with respect to this Lease or the rights or obligations of the parties hereto. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: “person”, as used herein, includes an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity; “hereof”, “herein”, and “hereunder” and other words of similar import refer to this Lease as a whole; and “parties” means the City and the District. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of pronouns or nouns shall include the plural and vice versa.

25. Survival. All provisions of this Lease providing for indemnification or limitation of or protection against liability of either party and all other provisions hereof expressly stated to survive the termination of this Lease shall survive the termination, cancellation, or expiration of this Lease.

26. Computation of Time Periods. All periods of time referred to in this Lease shall include all Saturdays, Sundays and City, state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or holiday when City offices are closed, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or holiday when City offices are closed.

27. No Recordation of Lease. The City and the District agree that neither this Lease nor any memorandum thereof shall be recorded.

28. Time of the Essence. TIME IS OF THE ESSENCE IN ALL PROVISIONS OF THIS LEASE.

29. Joint Participation in Drafting. This Lease was drafted with the joint participation of the parties and shall not be construed for or against either party.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

WITNESS:

CITY OF WILMINGTON

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

**NEW CASTLE COUNTY VOCATIONAL
TECHNICAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____

Name: _____

Title: _____

Date: _____

W0105328

EXHIBIT A
PRACTICE FIELD

KIRKWOOD PARK ARTIFICIAL TURF
 PRACTICE FIELD EXHIBIT PLAN
 PREPARED FOR
**HOWARD HIGH SCHOOL
 OF TECHNOLOGY**
 CITY OF WILMINGTON
 DELAWARE
 SCALE: 1" = 80' MARCH 18, 2019



BRANDY WINE CREEK
 LOCATION PLAN SCALE: 1" = 1,000'



GRAPHIC SCALE (FEET)



**VANDEMARK
 & LYNCH, INC.**
 ENGINEERS - PLANNERS - SURVEYORS
 400 S. STATE ST. (3RD FLOOR) PHILADELPHIA, PA 19106
 WWW.VANDEMARK-LYNCH.COM

EXHIBIT TITLE	FILE NO.	DATE	REVISION
092/362	24449.00-E-EMB-08.01MG	1 of 2	0

KIRKWOOD PARK ARTIFICIAL TURF
 PRACTICE FIELD EXHIBIT PLAN
 PREPARED FOR
**HOWARD HIGH SCHOOL
 OF TECHNOLOGY**
 CITY OF WILMINGTON
 DELAWARE
 SCALE: 1" = 40'
 MARCH 18, 2019



LOCATION PLAN SCALE: 1" = 1,000'



GRAPHIC SCALE (FEET)

VANDEMARK & LYNCH, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 1000 WILCOX RD. #1007/1007 WILMINGTON, DE 19804
 WWW.VANDEMARKLYNCH.COM

PERMIT FILE: 092/362
 PROJECT NO: 24449.02
 FILE NO: 24449.00-EXHIB-08.DWG
 SHEET: 2 OF 2
 REVISION: 0

EXHIBIT B

PLANS AND SPECIFICATIONS FOR TURF FIELD INSTALLATION

SECTION 32 18 16.16

ARTIFICIAL GRASS – SLIT-FILM 2.25”

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools and equipment necessary to install slit-film artificial grass as indicated on the plans and as specified herein; including components and accessories required for a complete installation. including but not limited to
 - 1. Acceptance of prepared sub-base.
 - 2. Coordination with related trades to ensure a complete, integrated, and timely installation: Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

1.2 REFERENCE STANDARDS

- A. FM Factory Mutual
 - 1. P7825 - Approval Guide; Factory Mutual Research Corporation; current edition
- B. ASTM – American Society for Testing and Materials.
 - 1. D1577 - Standard Test Method for Linear Density of Textile Fiber
 - 2. D5848 - Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
 - 3. D1338 - Standard Test Method for Tuft Bind of Pile Yarn Floor Covering
 - 4. D1682 - Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
 - 5. D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
 - 6. F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
 - 7. D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 - 8. D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
 - 9. F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.
 - 10. F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field

1.3 SUBMITTALS

- A. Substitutions: Other products are acceptable if in compliance with all requirements of these specifications. Submit alternate products to Architect for approval prior to bidding in accordance Section 01 25 13, Product Substitution Procedures.
 - 1. Provide substantiation that proposed system does not violate any other

2. manufacturer's patents, patents allowed or patents pending.
2. Provide a sample copy of insured, non-prorated warranty and insurance policy information.
- B. Comply with Section 01 33 00, Submittals Procedures. Submit for approval prior to fabrication.
- C. Shop Drawings:
 1. Indicate field layout; field marking plan and details for the specified sports; i.e., NCAA Football; roll/seaming layout; methods of attachment, field openings and perimeter conditions.
 2. Show installation methods and construction indicating field verified conditions, clearances, measurements, terminations, drainage.
 3. Provide joint submission with related trades when requested by Architect.
- D. Product Data:
 1. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications; preparation and installation instructions and recommendations; storage, handling requirements and recommendations.
 2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
 3. Submit data in sufficient detail to indicate compliance with the contract documents.
 4. Submit manufacturer's instructions for installation.
 5. Submit manufacturer's instructions for maintenance for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
- E. Samples: Submit a synthetic turf sample, 12 x 12 inches, representing the turf carpet portion of the product proposed for this project.
- F. Product Certification:
 1. Submit manufacturer's certification that products and materials comply with requirements of the specifications.
 2. Submit test results indicating compliance with Reference Standards.
- G. Project Record Documents: Record actual locations of seams, drains and other pertinent information in accordance with Specifications and General Requirements.
- H. List of existing installations: Submit list including respective Owner's representative and telephone number.
- I. Warranties: Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.
- J. Submit Bills of Lading/Material Delivery Receipts for synthetic turf infill materials. Bills of lading shall bear the name of the project/delivery address, quantity of materials delivered, source/location of origin of infill materials and/or manufacturer, and date of delivery.
- K. Testing Certification: Submit certified copies of independent (third-party) laboratory reports on ASTM testing:
 1. Pile Height, Face Weight & Total Fabric Weight, ASTM D5848.
 2. Primary & Secondary Backing Weights, ASTM D5848.

3. Tuft Bind, ASTM D1335.
 4. Grab Tear Strength, ASTM D1682 or D5034.
 5. Water Permeability, ASTM D4491
- L. The Turf Vendor shall submit a document holding the Owner and it's representatives harmless as to any liability and or costs of any type, including but not limited to legal costs, royalties, replacement costs, etc. associated with any claim by the Turf Vendor or others associated and with any patents or infringements of any current or future patent issued for the synthetic turf product, infill materials, installation methods or drainage characteristics. It is not the intent of these documents to promote or induce the use of intellectual property belonging to others or promote infringement of any known or currently not known patents, licenses or rights of others.

1.4 QUALITY ASSURANCE

- A. Comply with Section 01 43 00, Quality Assurance.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section. The turf contractor and/or the turf manufacturer:
1. Shall be experienced in the manufacture and installation of slit-film grass turf for a minimum of three years. This includes use of a slit-film fiber, and the installation method.
 2. Shall have 100 fields in play for at least two years. Fields shall be 65,000 ft² or more.
 3. Turf manufacturer shall have installed a minimum of 5 fields that are at least 8 years old, which is equal to the respective warranty period.
 4. Shall have a minimum of 1 installation in the State of Delaware.
 5. Shall have a minimum of 100 installations in North America with a slit-film fiber, each field of 65,000 ft² or more.
- C. Installer: Company shall specialize in performing the work of this section. The Contractor shall provide competent workmen skilled in this specific type of synthetic grass installation.
1. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of specified slit-film material, including sewing seams and proper installation of the infill mixture.
 2. Installer shall be certified by the manufacturer and licensed.
 3. The installer supervisor shall have a minimum of 5 years experience as either a construction manager or a supervisor of synthetic turf installations
- D. Pre-Installation Conference: Conduct conference at project site at time to be determined by Architect. Review methods and procedures related to installation including, but not limited to, the following:
1. Inspect and discuss existing conditions and preparatory work performed under other contracts.
 2. In addition to the Contractor and the installer, arrange for the attendance of installers affected by the Work, The Owner's representative, and the Architect.
- E. The Contractor shall verify special conditions required for the installation of the system.

- F. The Contractor shall notify the Architect of any discrepancies.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 60 00, Product Requirements.
- B. Prevent contact with materials that may cause dysfunction.
- C. Deliver and store components with labels intact and legible.
- D. Store materials/components in a safe place, under cover, and elevated above grade.
- E. Protect from damage during delivery, storage, handling and installation. Protect from damage by other trades.
- F. Inspect all delivered materials and products to ensure they are undamaged and in good condition.

1.6 SEQUENCING AND SCHEDULING

- A. Coordinate the Work with installation of work of related trades as the Work proceeds.
- B. Sequence the Work in order to prevent deterioration of installed system.

1.7 WARRANTY AND GUARANTEE

- A. See Section 01 78 00 - Closeout Submittals, For Additional Warranty Requirements.
- B. The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the Owner or the manufacturer. The warranty shall be fully third party insured; prepaid for the entire 8 year term and be non-prorated. The Contractor shall provide a warranty to the Owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's representative. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an "AM Best" A rated carrier and must reflect the following values:
 - Pre-Paid 8-year insured warranty from a single source.
 - Maximum per claim coverage amount of \$15,000,000.

- Minimum of fifteen million dollars (\$15,000,000) annual.
 - Must cover full 100% replacement value of total square footage installed, minimum of \$7.00 per sq ft. (in case of complete product failure, which will include removal and disposal of the existing surface)
 - Provide a sample copy of insured, non-prorated warranty and insurance policy information.
 - Policy cannot include any form of deductible to be paid by the Owner.
- C. The artificial grass system must maintain a G-max of less than 200 for the life of the Warranty as per ASTM F1936

1.8 MAINTENANCE SERVICE

- A. Contractor shall train the Owner's facility maintenance staff in the use of the turf manufacturer's recommended maintenance equipment.
- B. Manufacturer must provide maintenance guidelines to the facility maintenance staff.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. Approved manufacturers are as follows:
1. FieldTurf USA
Model: FieldTurf XT-57
 2. AstroTurf
Model: 3DX 2.25"
 3. Shaw
Model: Momentum 2.25"
 4. Sprinturf
Model: UltraBlade 2.25"
 5. A-Turf
Model: Premier XP 2.25"
 6. UBU
Model: S4-M 2.25"

7. Greenfields
Model: XP Blade 2.25"
8. Hellas
Model: Velocity 2.25"

2.2 MATERIALS AND PRODUCTS

- A. Artificial grass system materials shall consist of the following:
 1. Carpet made of slit-film polyethylene fibers tufted into a perforated backing.
 2. Infill: Graded sand and ambient rubber that partially covers the carpet.
 3. Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass slit-film turf.
- B. The installed artificial grass slit-film turf shall have the following properties:

<u>Standard</u>	<u>Property</u>	<u>Specification</u>
ASTM D1577	Fiber Denier	9,000+
ASTM D3218	Tape Thickness	110+ Microns
ASTM D5823	Min. Pile Height	2 1/4"
ASTM D5793	Stitch Gauge	3/8" – 3/4"
ASTM D5848	Pile Weight	42+oz/square yard
ASTM D5848	Primary Backing	7+oz/square yard
ASTM D5848	Secondary Backing	16+oz/square yard
ASTM D5848	Total Weight	65+oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	8+ lbs
ASTM D5034	Grab Tear (Width)	>200 lbs/force
ASTM D5034	Grab Tear (Length)	>200 lbs/force
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM F1936	Impact Attenuation (Gmax)	<200
	Min. Infill Material Depth	1.5 inches
	Minimum Sand Infill	3lbs/sq.ft
	Minimum SBR Rubber Infill	3lbs/sq.ft
	Total Product Weight	920+oz/sq. yard

Variation of +/- 5% on above listed properties is within normal manufacturing tolerances

- C. Carpet shall consist of slit-film fibers tufted into a primary backing with a secondary backing.
- D. Carpet Rolls shall be 15' wide rolls.
 1. Rolls shall be long enough to go from field sideline to sideline.
 2. Where the playing field is for football, the perimeter white line shall be tufted into the individual sideline rolls.
- E. Backing:
 1. Primary backing shall be a minimum double-layered polypropylene fabric.
 2. Secondary backing shall permanently lock the fiber tufts in place.
 3. Perforated (with punched holes), backed carpet are acceptable.

- F. Fiber shall be measuring no less than 2 ¼ inches high.
1. Systems with less than a 2 ¼ inch fibers are unacceptable.
- G. Infill materials shall be approved by the manufacturer.
1. The infill shall consist of a resilient-layered, granular system, comprising selected graded sand and ambient rubber.
- H. The sand infill will comply within the following characteristics:
- Average Particle size between 20 and 30 mesh [calculated based on summing the midpoint of sieve pan fractions times the % retained on given screen fractions]
 - Average Particle shape > 0.4 on the Krumbein scale
 - Particle structure predominantly single grain
 - Produce < 0.4%, -50M in API crush test at 80psig
- I. Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
- J. Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
- K. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.

2.3 QUALITY CONTROL IN MANUFACTURING

- A. The manufacturer shall own and operate its own manufacturing plant in North America. Both tufting of the field fibers into the backing materials and coating of the turf system must be done in-house by the turf manufacturer. Outsourcing of either is unacceptable.
- B. The manufacturer's full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, denier, shrinkage, and twist i.e., turns per inch, upon receipt of fiber spools from fiber manufacturer.
- C. The manufacturer shall have its own, in-house laboratory where samples of turf are retained and analyzed, based on standard industry tests, performed by full-time, in-house, certified inspectors.

2.4 FIELD GROOMER & SWEEPER

Supply field groomer/sweeper as part of the work.

1. Field Groomer shall include a towing attachment compatible with a field utility vehicle.
2. Equipment shall be from Greens Groomer (Greensgroomer and LtterKat), SMG (TCA 1400), FieldTurf (GroomRight/SweepRight) or equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that all sub-base leveling is complete prior to installation.
- B. Installer shall examine the surface to receive the synthetic turf and accept the sub-base planarity in writing prior to the beginning of installation.
 - 1. Acceptance is dependent upon the Owner's test results indicating compaction and planarity are in compliance with manufacturer's specifications.
 - 2. The surface shall be accepted by Installer as "clean" as installation commences and shall be maintained in that condition throughout the process.
- C. Compaction of the aggregate base shall be 95%, in accordance with ASTM D1557 (Modified Proctor procedure); and the surface tolerance shall not exceed 0-1/4 inch over 10 feet and 0-1/2" from design grade.
- D. Correct conditions detrimental to timely and proper completion of Work.
- E. Do not proceed until unsatisfactory conditions are corrected.
- F. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Prior to the beginning of installation, inspect the sub-base for tolerance to grade.
- B. Sub-base acceptance shall be subject to receipt of test results (by others) for compaction and planarity that sub-base is in compliance with manufacturer's specifications and recommendations.
- C. Dimensions of the field and locations for markings shall be measured by a registered surveyor to verify conformity to the specifications and applicable standards. A record of the finished field as-built measurements shall be made.
- D. When requested by Architect, installed sub-base shall be tested for porosity prior to the installation of the slit-film turf. A sub base that drains poorly is an unacceptable substrate

3.3 INSTALLATION - GENERAL

- A. The installation shall be performed in full compliance with approved Shop Drawings.
- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, shearing, topdressing or brushing operations.
- C. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the Infill mixture.

- D. Designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules, NFHS rules, and/or other rules or standards that may apply to this type of synthetic grass installation. Designs, markings and layouts shall first be approved by the Architect or Owner in the form of final shop drawings. All markings will be in full compliance with final shop drawings.

3.4 INSTALLATION

- A. Install at location(s) indicated, to comply with final shop drawings, manufacturers'/ installer's instructions.
- B. The Contractor shall strictly adhere to specified procedures. Any variance from these requirements shall be provided in writing, by the manufacturer's on-site representative, and submitted to the Architect and/or Owner, verifying that the changes do not in any way affect the Warranty. Infill materials shall be approved by the manufacturer and installed in accordance with the manufacturer's standard procedures.
- C. Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
 - 1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer.
- D. Full width rolls shall be laid out across the field.
 - 1. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline.
 - 2. No cross seams will be allowed in the main playing area between the sidelines.
 - 3. Each roll shall be attached to the next roll utilizing standard state-of-the-art sewing procedures.
 - 4. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing surface.
- E. Artificial turf panel seams shall be sewn. Other than extension inlays, seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
 - 1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the specifications.
 - 2. Seams shall be flat, tight, and permanent with no separation or fraying.
 - 3. In the case of all lines and logos, turf carpet must be sheared to the backing (do not cut the backing) and adhered using hot melt adhesives.
- F. Infill Materials:
 - 1. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer.
 - 2. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a final application of specifically sized rubber that

completes the system. The Infill shall be installed to the depth of minimum 1.5”.

- G. Non-tufted or inlaid lines and markings shall be painted in accordance with turf and paint manufacturers’ recommendations. Number of applications will be dependent upon installation and field conditions.
- H. Synthetic turf shall be attached to the perimeter edge detail in accordance with the manufacturer’s standard procedures.
- I. Upon completion of installation, the finished field shall be inspected by the installation crew and an installation supervisor.

3.5 FIELD MARKINGS

- A. Field markings shall be installed in accordance with approved shop drawings. If football is designated as the primary sport, all five yard lines will be tufted-in.
- B. Balance of sports markings will be inlaid or painted in accordance with the Drawings.
- C. Center field logo shall be either painted or inlaid according to artwork indicated on Drawings and in accordance with manufacturer’s standard palette of turf colors.
- D. End-zone letters and logos shall be either painted or inlaid according to artwork and fonts indicated on the Drawings, and in accordance with manufacturer’s standard palette of turf colors.

3.6 ADJUSTMENT AND CLEANING

- A. Do not permit traffic over unprotected surface.
- B. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- C. All usable remnants of new material shall become the property of the Owner.
- D. The Contractor shall keep the area clean throughout the project and clear of debris.
- E. Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

3.7 PROTECTION

- A. Protect installation throughout construction process until date of final completion.

EXHIBIT C
DISTRICT USE POLICY



USE OF SCHOOL FACILITIES

Consistent with *Delaware Code*, Chapter 14, Section 1056(e), the Board of Education of New Castle County Vocational-Technical School District (NCCVTSD) may permit the use of property under its jurisdiction free of charge to non-profit organizations or approved educational institutions, except however, for the expense of custodial salaries, heating and lighting in excess of the school's normal operations. To be considered as an approved educational institution for the purpose of a fee waiver, the educational institution must have entered into a partnership with the District and provide a direct service to its employees. The use of all property by for-profit and non-education related organizations shall be charged a fee based upon the Board approved fee schedule. These fees will be retained by the District to be used for educational purposes.

For purposes of this policy, organizations will be considered not-for-profit based on Internal Revenue Code (IRS) regulations (see IRS Publication 557). Charges for facility use will be assessed for those organizations not showing valid IRS proof of non-profit status. These organizations will be assessed a usage charge based on the District approved fee schedule.

Each building shall designate an Assistant Principal responsible for overseeing the scheduling and coordination of building level facility use. This responsibility includes, but is not limited to providing potential users with request and fee forms, coordination of staff and security, compliance with policy, and serving as the liaison between the District and the user. The Facilities Management and Special Projects Supervisor or designee will be solely responsible for maintaining and coordinating the "Master Schedule" of facility availability and use, scheduling custodial staff accordingly, and communicating directly with the Building Assistant Principals. The Facilities Management and Special Projects Supervisor or designee will maintain on file facility request documentation.

External Requests

All external requests for facility use shall be made no less than 21 calendar days prior to the event. Requests will be submitted using an NCCVTSD Facilities Request Form. Requests submitted less than 21 days prior to the event will be denied. The District reserves the right to make exceptions on a case-by-case basis. All requests will be considered on an individual basis and will be reviewed and returned to the originator of the request within 10 calendar days of receipt by the designated assistant principal. In the unlikely event that an unplanned school/district related event is required to be scheduled at the time and place of an external request, the school/district request will take precedence.

Internal Requests

All internal facility use requests shall be made no less than 14-calendar days prior to the event using an Intra-District Facilities Request Form. All requests will be considered on an individual basis and will be reviewed and returned to the originator within seven (7) days of receipt. The District reserves the right to make exceptions on a case-by-case basis. Failure to comply with these policies and procedures will result in facility use privileges being denied or revoked.

The following activities are prohibited by NCCVTSD:

1. Use of school property by individual or organization whose activities are subversive in nature.
2. Use of school property for non-school activities that interfere with school activities.
3. Smoking and use of tobacco products on school premises.
4. Use of school premises for games of chance.
5. Use of intoxicating beverages on school premises.
6. Use of school premises for holding card parties or dances.
7. Use of school property by any person or organization that has previously caused damage to any district facility and refuses to pay for damages.
8. Use of school property by individuals or groups for engendering social or religious prejudices.
9. Use of school property for the staging and/or convening of demonstrations and/or parades that are, or may be, in the opinion of the Board, not in good taste or contrary to the general public welfare.

The NCCVTSD may refuse to permit the use of school property under its jurisdiction for any purpose that, in its discretion, would tend to interfere with the program of the public schools or would not be in harmony with the purposes of public education. Additionally, NCCVTSD may refuse to permit the use of school property for those activities that will impose undue stress and hardship to the personnel or facility. Refusal to permit the use of NCCVTSD facilities may be based on:

1. The use of the facility does not serve an educational, cultural, civic, political, or recreational purpose.
2. Creating unsafe conditions.
3. Disorder or misconduct inside or outside the building prior to, during, or after time for which the use was granted.
4. Failure to leave premises in a good condition. The school authorities are the sole judges of what constitutes "good condition."
5. Failure to pay fees in accordance with the approved fee schedule.
6. Disrespect to school representatives.
7. Non-compliance with school policies.
8. District's inability to provide the appropriate custodial or supervising staff.
9. Not providing proof of insurance.
10. Failure to provide proof of adequate security as dictated by local ordinance or by the appropriate police jurisdiction.

Any group of citizens permitted to use school property will provide, in advance of use, valid proof of adequate liability insurance. In addition, all groups will agree to sign a formal contract with NCCVTSD agreeing to make full payment one week prior to usage. By signing this contract, each person or organization agrees to release the District, Board of Education, and their agents and employees from all claims arising from the organization's use of the facilities. The person(s) or organization also agrees to defend, indemnify, and hold harmless the District from all claims arising from the acts, omissions, and/or negligence of the organization, and all invitees of organization, as well as all claims arising from the acts, omissions, and/or negligence of the District.