#### Orcas Island Park & Recreation District

### Resolution 2016-1

P.O. Box 575, Eastsound, WA, 98245

Resolution to Hire Griffin Yard Works, Eastsound, WA to provide maintenance services for Buck Park.

#### Resolution 2016-1

WHEREAS, Orcas Island Park and Recreation District (OIPRD) is a municipal corporation duly established pursuant to the laws of the State of Washington, RCW Chapter 36.69, as a park and recreation district, for the purpose of providing leisure time activities and recreational facilities for its residents; and

WHEREAS, OIPRD is in need of services that the Contractor can provide for Buck Park, located at 673 Mt. Baker Road, Eastsound, Washington (TPN 271322002) ("Buck Park"), which OIPRD leases from the Orcas Island School District; and

WHEREAS, the Board of Commissioners of OIPRD have advertised and received written bids as to the cost of providing seasonal maintenance; and

WHEREAS, the Contractor is experienced with providing said services and has represented that it is qualified and able to provide such services in a professional and timely manner, and is willing and agreeable to provide such services upon the terms and conditions contained herein.

**NOW THEREFORE**, based on the foregoing and in consideration of the mutual covenants contained herein, the Commission hereby RESOLVES:

The Commission adopts the Buck Park Seasonal Maintenance Contract bid presented to it at its February 11, 2016 public meeting. The Commission authorizes the District Director, Marcia West, to sign the Agreement on behalf of the Commission and to be the Board's contact for Griffin Yard Works.

ADOPTED by the Board of the Orcas Island Park and Recreation District, San Juan County, Washington on the \_\_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed

Chair, Commissioner #2

Commissioner #3

Commissioner #5

Commissioner #1

Commissioner #4

2016-2017

# ORCAS ISLAND PARK AND RECREATION DISTRICT BUCK PARK SEASONAL MAINTENANCE CONTRACT

The parties to this Agreement, made and entered into this 17th day of February, 2016, are Orcas Island Park and Recreation District ("OIPRD"), a municipal corporation established by the laws of the State of Washington, and Griffin Yard Works The terms and conditions of this contract shall be active and enforceable through February 28, 2017. OIRPD may extend the terms and conditions of this contract until February 28, 2018 at the option of the municipal corporation.

#### BACKGROUND

WHEREAS, OIPRD is a municipal corporation duly established pursuant to the laws of the State of Washington, RCW Chapter 36.69, as a park and recreation district, for the purpose of providing leisure time activities and recreational facilities for its residents; and

WHEREAS, OIPRD is in need of services that the Contractor can provide for Buck Park, located at 673 Mt. Baker Road, Eastsound, Washington (TPN 271322002) ("Buck Park"), which OIPRD leases from the Orcas Island School District; and

WHEREAS, the Contractor is experienced with providing said services and has represented that it is qualified and able to provide such services in a professional and timely manner, and is willing and agreeable to provide such services upon the terms and conditions contained herein.

#### 1.0 GENERAL CONTRACT PROVISIONS

#### 1.1 INDEPENDENT CONTRACTOR

Contractor represents that it is (check all applicable):

A licensed contractor, licensed under Washington State law and possessing Contractors License GRIFFYW886NO for the State of Washington, and said license expires on MAR. 31, 2016; AND/OR	No.
☐ A limited liability company or corporation, licensed under the State of Washington; OR	
☐ A sole proprietor in the State of Washington.	
Contractor represents that it is fully experienced, properly qualified, equipped, organized and finance perform the work specified herein. Contractor shall act as an independent contractor, and not as an ager OIPRD, maintaining complete control over its employees. Contractor shall perform the work in an ordan workmanlike manner.	nt of

#### 1.2 INSURANCE

Comprehensive General Liability, Property Damage, Personal Injury and Automobile Insurance

The Contractor shall maintain on file at OIPRD or include with his bid a current certificate of insurance confirming coverage and showing OIPRD as additionally insured on such insurance. Minimum amounts and units of insurance coverage required are as follows:

- (1) Comprehensive General Liability with Broad Form Property Damage, Broad Form Contractual, Personal Injury, including other coverage on Broadening Endorsement; Explosion, Collapse, and Underground (XCU) Coverage; Products and Completed Operations; and Owner's and Contractor's Protective.
  - Bodily Injury and Property Damage Liability: \$1,000,000.00 Combined Single Limit
- (2) Owned Automobiles and Automobiles under long-term lease, including Hired Automobiles and Non-Owned Automobiles.
- (3) Bodily Injury and Property Damage Liability: \$1,000,000.00 Combined Single Limit.

#### 1.3 HOLD HARMLESS CLAUSE

Contractor agrees to defend, indemnify and hold OIPRD harmless from any and all claims, demands, losses and liabilities including torts and breach of contract to or by third parties arising out of, or in any way connected with the performance of Contractor's work under this contract, including such claims, demands, losses and liabilities of Contractor's employees to the fullest extent permitted by law and subject to the limitations provided herein.

#### 1.4 PAYMENT

Payment will be made by the 25th of each month for work completed, approved and billed to OIPRD by the last day of the previous month.

#### 1.5 DESCRIPTION OF THE WORK

The work to be performed under this contract is defined in the descriptions, drawings and specifications provided in, and attached hereto. The work will be performed according a particular schedule as described in herein.

#### 1.6 COMPENSATION

Contractor, by entering into this Contract with OIPRD shall have satisfied itself that the compensation set forth in the contract is correct and sufficient for the work to be performed, and is full compensation for all of its obligations under the Contract and all related risks and expenses associated with its performance.

#### 1.7 DUE DILIGENCE

By entering into a contract which activates this agreement, the Contractor warrants that it has made and shall be deemed to have made careful examination of the site of the work and of the Specifications, Drawings and all other attached documents, the Contractor shall have the sole responsibility of satisfying itself concerning the nature, scope and location of the work and the general and local conditions.

#### 1.8 TERMINATION OF CONTRACT

OIPRD reserves the right to terminate this contract at its option upon 2 weeks written notice to the Contractor.

#### 1.9 TERMINATION FOR CAUSE

OIPRD reserves the right to terminate this contract at any time without prior notice in cases of Contractor violating the terms of the contract or for reasons relating to Contractor's performance of the work described herein.

#### 1.10 SUBLETTING; ASSIGNMENT

The Contractor shall not sublet work to subcontractors or any third party under this Contract or assign any right or obligation herein in whole or in part without the prior written approval of OIPRD.

#### 2.0 UNIT PRICE WORK

The following described Work shall be performed on a unit price (per event) basis - and OIPRD may specify any number or combination of said work units that OIPRD may deem necessary. The Contractor's unit prices as include all the labor and materials defined in the Bid Unit and fully completed as described.

### 2.1 SPECIFICATIONS AND DESCRIPTIONS for UNIT PRICE (PER EVENT) WORK

#### 2.1.1 MOW PLAY FIELDS

**Area of Work** - The areas included in this work description include Baseball/Soccer Playfield (100,740 sq. ft. = 2.31 ac.), Softball Playfield (71,230 sq. ft. = 1.64 acres) and Practice Playfield (80,490 sq. ft. = 1.85 ac.). See attached Buck Park Work Area Diagram – Attachment 1.

**Specification** – During the season March 1 to November 1, mow above described playfields to a height of 1" to 2", as required to maintain a neat appearance and quality-playing surface. At no time allow grass to grow over 2 1/2" in height. Clippings can be left in place provided that a mulching type mower is utilized.

Timing and Schedule - Cut approximately once per week or as requested by OIPRD through November 1.

#### 2.1.2 MOW PERIMETER AREAS

Area of Work - The areas included in this work description include the Basketball/Playground/Softball Perimeter (21,397 sq. ft. = 0.49 ac.), Hill Training Area (32,200 sq. ft. = 0.74 acres), and Baseball/Soccer Perimeter (38,025 sq. ft. = 0.89 ac.), and Vitality Trail (9,270 sq. ft. = 0.21 ac.). See attached Buck Park Work Area Diagram – Attachment 1,

**Specification** – During the season March 1 to November 1, mow all lawn areas to a height of 1-1/2" to 2". At no time allow grass to grow over 4" in height. Clippings can be left in place provided that a mulching type mower is utilized.

**Timing and Schedule** – Cut approximately once per 2 weeks or as requested by OIPRD through November 1.

#### 2.1.3 CUT ROUGH AREAS

**Area of Work** - The areas included in this work description include the Tennis/Parking Rough Area (22,038 sq. ft. = 0.51 ac.), Practice Playfield Rough Areas (17,109 sq. ft. = 0.39 acres), Baseball Rough Sloped Area (18,301 sq. ft. = 0.42 ac.) and Softball Rough Sloped Area (15,726 sq. ft. = 0.38 ac.). See attached Buck Park Work Area Diagram – Attachment 1.

Specification - Cut using weed/grass trimmer, or other means to max height of 5 inches.

Timing and Schedule - Cut twice per season at height of season. Preform any additional cutting as requested by OIPRD.

# 2.1.4 INSPECTION- LITTER PATROL, TRASH REMOVAL, MONITOR PORTABLE TOILETS AND REPORT TO OIPRD

Area of Work - Entire Park

**Specification** – Patrol entire ground and monitor for littler, locate and check portable toilets, make notes of undesirable or dangerous field and playground conditions, general observation of conditions at park, which may affect the safety and well being of the parks users. Report findings to OIPRD contact.

Timing and Schedule – Twice per week to coincide with other Work at Buck Park.

#### 2.1.5 CONTRACTORS UNIT PRICE SCHEDULE

Contractor agrees to perform the work described in the above Specifications and Descriptions for Unit Price Work as per the following schedule of prices and acknowledges that the following prices are correct and sufficient for the work to be performed. Payment of the following unit prices shall be full compensation for furnishing all labor, tools, equipment and materials necessary or incidental to performing said work.

		UNIT	EST	<b>EXTENDED</b>		
	WORK DESCRIPTION	PRICE	QUANT	PRICE		
1.	MOW PLAY FIELD (2.1.1)	\$240.00	28	\$6,720.00		
2.	MOW PERIMITER AREA (2.1.2)	\$117.19	13	\$2,303.47		
3.	CUT ROUGH AREAS (2.1.3)	\$549.57	2	\$1,099.14		
	PARK INSPECTION AND REPORT (2.1.4)	\$37.50	32	\$1,200.00		
	TOTAL (NOT INCL SALES TAX)					

#### 3.0 Time and Materials work

Unless otherwise agreed to by OIPRD, work to be performed on a Time and Materials Basis will be authorized and described using the form in Attachment 2 – Contractors Time and Materials Quotation and Record of Work. The Work will be performed according to a specific schedule. Compensation for labor, equipment and material shall be at the rates provided for in this agreement under Attachment 3 - Contractors Schedule of Labor, Equipment and Materials prices.

#### 3.1 Record Keeping

Contractor shall keep a daily log of equipment hours, labor hours and materials installed in place, including the location of said work, and the nature of said work. Unless otherwise agreed to by OIPRD this log will be recorded on the form shown herein in Attachment "2"- "Contractors Time and Materials Quotation and Record of Work" and retained by the Contractor for the full term of the contract. Records shall be available for request and review for a period of up to three (3) years from the final payment for work performed under this Agreement.

#### 3.2 Equipment Hours

Equipment hours shall be billed only for those hours the equipment is actually in operation. No billing for standby time, equipment running without an operator, or hourly billing based on engine hours will be accepted or paid by OIPRD unless previously agreed to by OIPRD.

#### 4.0 GENERAL TERMS

#### 4.1 LEGAL COMPLIANCE

Contractor agrees to be in compliance with all applicable laws, including all tax and employment-related laws, for work created or performed and compensation received pursuant to this Agreement as an independent contractor.

#### 4.2 RECORDS INSPECTION; AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by OIPRD for a period of up to three (3) years from the final payment for work performed under this Agreement.

#### 4.2.1 CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, Contractor agrees that, notwithstanding such dispute or conflict, Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of its duties and responsibilities.

#### 4.2.2 ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by RON GRIFFIN on behalf of Contractor, and by the Director for OIPRD or her designee. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

Contractor:

Name: RON GRIFFIN, Griffin Yard Works

Address: PO Box 267

Eastsound, WA 98245

Phone: 360-376-4776 or 360-317-7004

Email: griffin@centurytel.net

To OIPRD:

Director, OIPRD P.O. Box 575

Eastsound, WA. Phone: 360-376-7275

Email: oiprd@oiprd.org

#### 4.5 AMENDMENT; MODIFICATION; WAIVER

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

#### 4.6 APPLICABLE LAW; VENUE

This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in San Juan County,

Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Contractor of the services.

#### 4.7 AUTHORITY

The Parties executing this Agreement represent that they have the authority to bind and commit themselves or the entities they represent to any and all terms and conditions of this Agreement.

#### 5.0 AGREEMENT

The herein named Contractor hereby agrees to perform the work according to the terms, specifications, conditions and prices as described above and referenced herein. OIPRD hereby accepts the terms, specifications, conditions and prices as described above and referenced herein and authorizes the herein named Contractor to perform said Work.

CONTRAGTOR:  By: Konolal Life  (Signature)	ORCAS PARKS AND RECREATION DISTRICT  By: (Signature)
	Name: MARCIA WEST
Title: Quenor	Title: Director
Date Signed: 2/19/16	Date Signed: 2/19/16

#### Orcas Island Park & Recreation District

## Resolution 2016-2

P.O. Box 575, Eastsound, WA, 98245

### Resolution to Adopt a Reservation System for Instruction/Teaching Tennis Court at Buck Park Effective April through October.

#### Resolution 2016-2

Whereas the Orcas Island Park and Recreation District (OIPRD) desires to offer the public high quality tennis instruction and continuous skills improvement opportunities in tennis and

Whereas a substantial number of Orcas Islanders are currently hiring private tennis instruction using the Buck Park Courts and

Whereas a reservation system for one court would allow for more orderly and efficient use of courts, instructor and Orcas Island tennis player's time and

Whereas a reservation policy affecting one "teaching" court, published on the OIPRD website and at the courts, in advance, does not significantly impede public and or drop in use of the other court and

Whereas OIPRD retains the absolute priority right to schedule OIPRD sponsored tennis instruction and clinics for any and all court use, at any time,

Now Therefore Let it Be Resolved that the most western tennis court at Buck Park (Court #2) be considered the "teaching" court for the April to October tennis season for the purposes of providing quality private tennis instruction for the benefit of Orcas Islanders. This resolution is subject to, but not limited to, the terms and conditions governing the use of Buck Park.

Policies governing this Resolution includes, but are not limited to:

To be eligible to reserve the teaching court, all instructors must register with OIPRD and qualify according to rules and regulations governing all OIPRD representatives working with the public.

OIPRD reserves the right to offer priority and disproportionate reservation instruction opportunities, at their sole discretion, to USPTA certified instructors and/or instructors with demonstrated Orcas Islander's demand for their services.

To simplify administration, OIPRD may elect to give priority reservation opportunities to instructors providing regularly scheduled, consistent instruction in high demand, over instructors offering sporadic or episodic instruction less frequently.

All fees for instructional services between the instructor and their clients, (with the exception of those charged at OIPRD sponsored clinics and events), are by private arrangement between the instructor and their client. OIPRD assumes no liability or responsibility for any financial transactions whatsoever between the instructor and their private client.

All scheduling, cancelling, re-booking and conducting of private tennis instruction is between the client and individual tennis instructor directly and does not involve OIPRD staff or services.

Tennis instructors are solely responsible for scheduling and conducting tennis instruction within their allotted reservation time periods. Failure to adhere to the published schedule, or to yield the court according to the published time frame, or to use the court for any other purpose than tennis instruction, may result in a revocation of privileges.

OIPRD reserves the right, at its sole discretion and at any time and for whatever reason, to immediately upon written or email notification, to terminate reservation privileges of any instructor without cause.

All instructors wishing to access the reservation system will pay a non-refundable \$5 per hour "Facility Use Fee", in advance and in one lump payment, due on the 1<sup>st</sup> of the month, for all reserved times within the coming calendar month. Credit for unused time due to rainouts may be advanced to the next months schedule at the discretion of the OIPRD executive director. No such credit provision is offered for client or instructor initiated cancellations and no refunds will be given except under provisions allowed within this document.

The "Facility Use Fee" reservation option is not available to non-instructors, is non-refundable and is offered solely as a convenience to registered and qualified instructors seeking consistent scheduling options on behalf of their Orcas Island citizen clients.

If an instructor's right to reserve the teaching court is revoked by OIPRD for any reason then the pre-paid "Facility Use Fees" paid by that instructor and remaining in that calendar month will be refunded to the instructor.

ADOPTED by the Board of the Orcas Island Park and Recrea	tion District, San Juan County,	Washington on
the / C) day of MARCH, 2016		

Signed

Chair, Commissioner #2

Commission er #3

Commissioner #5

Commissioner #1

Commissioner #4

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## **TENNIS COURT RULES**

These courts are maintained by Orcas Island Park and Recreation District.

They are for the enjoyment of all tennis players.

We are proud of these facilities and appreciate your help in keeping the courts in excellent shape.

- >If two or more people are waiting, please vacate the court upon completing no more then 1 hour and 15 minutes of play.
- ➤ A single player yields the court IMMEDIATELY to partners under all circumstances. This includes cases where 4 players playing together express a desire to use both courts to play two and two. A backboard area is available off court for warm up and practice.
- ➤ No holding the court for members of your party to arrive. Court use is for players ready to begin their game.
- > Be considerate; invite individuals to join the play.
- > No loud or disruptive music, please use head sets for the enjoyment of all.
- ➤ See the schedule for reserved activities and come join in the open tennis times. Open tennis play in unsupervised and play is at your own risk.
- ➤ Only tennis play on courts. No dogs or wheels, this damages the surface.
- > Please no black soled shoes.

Failure to follow the court rules will result in a loss of court privileges.

Please call 360-376-PARK (7275) if you have any questions or notice any conditions that need to be addressed.

# TENNIS ETIQUETTE

These courts are maintained by Orcas Island Park and Recreation District.

The courts at Buck Park are the only public courts on Orcas Island. In order to allow everyone the most playing time we have posted the scheduled court activities both online at <a href="www.oiprd.org">www.oiprd.org</a> and at the courts. We also use the following court etiquette to help players manage their time and enjoyment of the game.

If you arrive at the courts and both are busy you may sign up to be the next court user by placing an old tennis ball with your name on it at the bottom of the chainlink fence on the northside of the court. Court time will be reserved in the order placed from east to west. Please use the space under the court sign so as not to interrupt ongoing games.

In order to help players manage their time, we have added timekeepers at each court. When you begin your play (including on-court warmup) please set the time, hour and minutes, on the flip chart. This will let other players know how long the wait is and they are free to warm up with other activities or run a quick errand.

Your group must be present when the soonest court playing time is up or the next team waiting may take the court.



Please call 360-376-PARK (7275) if you have any questions or notice any conditions that need to be addressed.

These options are the middle of the range and do not include dental or vision.

These plans are for the employee only but offer the options of adding a spouse or dependants at the employees option and cost.

Plan Name	Premium/mo	Deductible/yr	Max/yr	Co-pay after ded.
UNITED HEALTHCARE PLAN				
Silver Navigate H.S.A	861.91	5500	6500	30%
Marcia .	608.27			
Kim	253.64			
Gold Navigate H.S.A.	989.38	2000	6000	30%
Marcia	698.23			
Kim '	291.15			
Silver Navigate	1010.71	5000	6850	30%
Marcia	713.28			
Kim	297.43			
Silver Navigate	1044.46	2500	6850	30%
Marcia	737.1			
Kim	307.36			
Gold Navigate	1194.31	1500	4750	30%
Marcia	842.85			
Kim	351.46			
Gold Navigate	1315.87	500	4500	20%
Marcia	928.64			
Kim	387.23	V I Z		

I strongly recommend the gold navigate plan with the lower annual deductible given the salery level and the additional costs employees need to spend on vision and dental. - Marcia West, Director

### Select Qualified Health Plan

My Search

ZIP:

98245 Edit

Income: \$53,000.00 Edit | Remove

Health Care Provider: Add

Looking for a plan to cover:

Need help finding a plan?

Get help

Customize My Search

**Estimated Premium** 

\$ 217 - \$ 253

\$ 253 - \$ 289

\$ 289 - \$ 325

\$ 325 - \$ 361

\$ 361 - \$ 398

Deductible

\$500 - \$1700

\$1700 - \$2900

\$ 2900 - \$ 4100

\$4100 - \$5300

\$5300 - \$6500

Out-of-Pocket Maximum

\$ 4100 - \$ 4650

\$4650 - \$5200

\$ 5200 - \$ 5750

\$ 5750 - \$ 6300

\$ 6300 - \$ 6850

16 Plans Found

Show: 5 Per Page

Sort by: Estimated Premium

GroupHealth.

PLAN: SILVER

Flex Silver

More Information on this plan

**OUT-OF-POCKET** 

MAXIMUM

\$6350 Individual /

\$12700

Family

PLAN SUMMARY

**DEDUCTIBLE** 

\$1500

\$3000

Family

Individual /

ESTIMATED PREMIUM

\$ 262.61

PRIMARY CARE CO-

EMERGENCY ROOM

\$20 Copay for first 4 visits then deductible

30% Coinsurance after

\$200 Copay

deductible /

deductible

after

Consumer Rating

**Quality Rating** 

**HEALTHCARE PROVIDER** 

Add



PLAN: GOLD

Flex Gold

More Information on this plan

**ESTIMATED PREMIUM** 

\$ 322.03

PRIMARY CARE CO-

**PLAN SUMMARY** 

PAY				
r-A1	EMERGENCY ROOM	OUT-OF-POCKET MAXIMUM	HEALTHCARE PROVIDER	DEDUCTIBLE
\$10 Copay for first 5 visits then deductible	\$200 Copay after deductible / 20% Coinsurance after deductible	\$4500 Individual / \$9000 Family	Add	\$600 Individual / \$1200 Family

Consumer Rating

Quality Rating

Insurance Company

Group Health

LifeWise

Premera

UnitedHealthcare

Premera MSP

Metal Level

Bronze

Silver

Gold

Health Savings Account (HSA)

Not Applicable

**Applicable** 

Plan Network Type

**EPO** 

Health Maintenance Organization (HMO)

Preferred Provider Organization (PPO)



PLAN: GOLD

#### Gold Charter 1000

ESTIMATED PREMIUM

PRIMARY CARE CO-

\$ 349.22

More Information on this plan

PLAN SUMMARY

DEDUCTIBLE	HEALTHCARE PROVIDER	OUT-OF-POCKET MAXIMUM	EMERGENCY ROOM	PAY
\$1000 Individual / \$3000 Family	Add	\$5300 Individual / \$10600 Family	30% Coinsurance after deductible	\$15 Copay
Consumer Rating	Quality Rating			



