

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

The parties to this Agreement, made and entered into this ____ 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 _____ The terms and conditions of this contract shall be active and enforceable through February 28, 2017. OIPRD 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 No. _____ for the State of Washington, and said license expires on _____, 20____; AND/OR
- 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 financed to perform the work specified herein. Contractor shall act as an independent contractor, and not as an agent of OIPRD, maintaining complete control over its employees. Contractor shall perform the work in an orderly and workmanlike manner.

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. Perform 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 litter, 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.

WORK DESCRIPTION	UNIT PRICE	EST QUANT	EXTENDED PRICE
1. MOW PLAY FIELD (2.1.1)			
2. MOW PERIMETER AREA (2.1.2)			
3. CUT ROUGH AREAS (2.1.3)			
4. PARK INSPECTION AND REPORT (2.1.4)			
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 _____ 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:	To OIPRD:
Name:	Director, OIPRD
Address:	P.O. Box 575
	Eastsound, WA.
Phone:	Phone: 360-376-7275
Email:	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.

CONTRACTOR:

By: _____
(Signature)

Name: _____

Title: _____

Date Signed: _____

ORCAS PARKS AND RECREATION DISTRICT:

By: _____
(Signature)

Name: _____

Title: _____

Date Signed: _____

ATTACHMENT 1
BUCK PARK WORK AREA DIAGRAM

See separate electronic file

ATTACHMENT 3
CONTRACTOR'S SCHEDULE
OF
LABOR, EQUIPMENT, AND MATERIALS RATES

TASK	PER HOUR RATE
Labor	
Labor with machine (hand held)	
Riding Mower	
Tractor Mower	
Truck (Hauling)	
Excavator	