

Orcas Island Park & Recreation District



Buck Park Mowing and Maintenance - Work Description

- Basic maintenance, lawn care and mowing (Park and Dog Park), specialized ball field maintenance.
- Business License, Contractors License, Sole proprietor, or LLC required. Must have 5 years of verifiable experience.
- \$ 1 million bodily and property liability insurance, with hold harmless required.
- Required equipment: mowers, weed-eaters, ball field maintenance equipment, hauling vehicle, etc.
- Term of contract: 2 years - 6/1/2024 to 5/31/2026 with an option to extend a second two-year term.
- **Mandatory** operator walk-through with principals to discuss job description 5/21/2024 11:00 am at Buck Park.
- Bid with completed Bid Form is due 3:00 PM, 5/28/2024, (email to terri@oiprd.org or drop off at Orcas Island Park and Recreation District office – 30 Pea Patch Lane, Eastsound, WA 98245 (in the Funhouse Commons).
- Bid Forms are included in the Contract Specifications.
- Notification of acceptance by May 30, 2024.

See Contract for Details –

Contract Specifications are available by email request at terri@oiprd.org or copies are available at the park office, 10:00 AM – 5:00 PM Monday through Friday, ph. 360-376-7275

RFP 202405-01

Buck Park Seasonal Maintenance Contract

BID FORM

BID DUE: 3:00 PM, TUESDAY, MAY 28, 2024

Contractor agrees to perform the work described in the 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) CUT ROUGH AREAS (2.1.3)			
3. MOW DOG PARK (2.1.2)			
4. BALL FIELD SKINNED AREAS (2.1.4)			
TOTAL (NOT INCL SALES TAX)			

**CONTRACTOR'S SCHEDULE OF
LABOR, EQUIPMENT, AND MATERIALS RATES FOR ADDITIONAL WORK**

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

Printed Name of Person Signing Bid Proposal ↑	Firm Name (Printed legibly) ↑
Title ↑ (Estimator, Vice-President, Owner, Principal, etc.)	Physical Street Address ↑ (NO PO Boxes Here)
Contractor Registration No. & Expiration Date ↑	City ↑ State Zip + PLUS 4 ()
Taxpayer Identification Number ↑	Area Code Phone Number ↑ ()
Washington UBI Number ↑	Area Code Fax Number ↑ ()
Employment Security Department Number ↑	Area Code Cellular Phone Number ↑
PO Box for US Mail Delivery (if any) ↑	E-Mail Address (Enter N/A if none) ↑

Signature of Authorized Bidder Representative

Date Signed: _____

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

The parties to this Agreement, made and entered into this ____ day of June 2024, 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 May 30, 2026. OIRPD may extend the terms and conditions of this contract until May 30, 2028, 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 271322002000) (“Buck Park”), which OIPRD owns; and

WHEREAS, OIPRD is in need of services that the Contractor can provide for the 1.5 acre fenced Off Leash Area, (TPN 271321001000) adjacent east of 673 Mt. Baker Road, Eastsound, Washington, which OIPRD holds a License for Use agreement for; 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.
- (4) Contractor shall maintain and provide evidence of workers compensation as required by state law.

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 within 30 days 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 to a particular schedule as described in herein.

1.6 COMPENSATION

Contractor, by entering 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 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 thirty (30) days 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), Practice Playfield (80,490 sq. ft. = 1.85 ac.), and Off Leash Area (=1.5 acres). See attached Buck Park Work Area Diagram – Attachment 1.

Specification – During the season March 1 to October 31, 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 of 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.), and the Dog Park area. 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 of 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 BALL FIELD SKINNED AREAS

Area of Work - The areas included are the skinned play areas of the baseball and softball fields. These fields will require maintenance three (3) days per week to support team practices and games during the season. The maintenance season for these areas is February 15 – June 30 of each year. Maintenance shall include dragging fields to evenly distribute play surface. From time to time, clay and other topping materials will be required to be added to the play surface. OIPRD will provide any amendments, such as clay or Turface type of materials, to the infield areas. During the months of July, August, September and October, infield areas to be dragged on a weekly basis. See attached Buck Park Work Area Diagram – Attachment 1.

Specification – See attached infield specification.

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

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

Area of Work – Entire Park and Off Leash Area

Specification – Patrol entire ground and monitor for litter; empty all garbage cans and place garbage in dumpster provided; locate and check portable toilets; make notes of undesirable or dangerous field and playground conditions; general observation of conditions at the park, which may affect the safety and well-being of the park users. Report findings to OIPRD contact.

Timing and Schedule – Once per week from November through February and twice per week from March through October, to coincide with other Work at Buck Park.

2.1.6 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.

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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 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 follow 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

If 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 affect 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:

ORCAS PARKS AND RECREATION DISTRICT:

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

BUCK PARK MAP
TPN# 271322002000
673 MOUNT BAKER ROAD
EASTSOUND, WA 98245



ATTACHMENT 1
BUCK PARK WORK AREA DIAGRAM

See separate electronic file

ATTACHMENT 2
SKINNED AREA INFIELD MAINTENANCE SPECIFICATION

PART 1 GENERAL

1.01 DESCRIPTION

Work under this Section includes but is not necessarily limited to providing routine maintenance of the skinned infields for baseball and softball during the playing season, generally from 20 February until August 28, or as designated specifically by the Owner.

1.02 QUALITY ASSURANCE

A. Experience:

1. Contractor performing the work under this Section shall have demonstrated the ability to acceptably performed the tasks described in this Section using the equipment specified herein for a period of five consecutive years, or seasons, on skinned baseball or softball infields.
2. Contractor shall submit documentation indicating conformance with paragraph one above prior to establishing an agreement for any of the services described herein.

B. Protection:

Provide adequate protection of the existing features, dugouts, fencing, outfield grass, irrigation and drainage systems, bases and home plate, pitching rubbers, etc. Replace all damaged work at no additional cost to the Owner.

PART 2 MATERIALS AND EQUIPMENT

2.01 SAND

- A. Sand used for work in or around the infield shall be the Sea Island Silt Sand, obtained from the Sea Island Sand and Gravel.
- B. Sea Island Construction Sand is not acceptable under any circumstances.

2.02 INFIELD, MOUND, AND HOME PLATE AREA CLAY

- A. Infield and Mound Clay: The bulk clay material used for mound building, home plate reinforcement, and incorporation into the infield shall be Profile Products "Mound Clay" and shall be obtained by the Owner.
- B. Mound Bricks: The clay bricks used for building the plateau and the landing area of the pitcher's mound, and the base layer of the batter's boxes, catcher's area, and umpire's area shall be Profile Products "Mound Bricks" and shall be obtained by the Owner.

2.03 MAINTENANCE VEHICLE

- A. Dragging and smoothing the infield shall be performed using a "Gator" or similar vehicle, small tractor, or infield grooming machine.
- B. The maintenance vehicle used on the infield shall be fitted with pneumatic turf tires.

2.04 INFIELD DRAG MAT

- A. A drag mat shall be used to firm up an infield surface and create a smooth uniform surface appearance.
- B. The mat shall generally be made of rigid steel with a solid steel front bar that is used for smoothing with an attached steel mesh drag mat that provides a smooth surface appearance, approximately 6 ft. wide by 2 ft. to 4 ft. deep.
- C. DIY drag mat shall meet the Owner's approval for use.
- D. Drag mats shall be pulled by the infield grooming machine in most areas.

2.05 INFIELD NAIL DRAG

- A. A nail drag shall be used to loosen the infield soil to a depth of approximately 1 in. to 1-1/2 in. deep to remix the infield soil materials.
- B. A nail drag shall be either a professionally constructed implement or DIY Built meeting the following general dimensions:
 - 1. Roughly 5 ft. wide x 3 ft. deep constructed using 2"x4" boards.
 - 2. Pre-drill straight holes for nails.
 - 3. Use 40-penny nails.
 - 4. Use 1"x4" to cover 2"x4" on top to hold in nails.
 - 5. Use eye bolts and a chain for pulling. Put eye bolts in the face so the drag can be flipped over and used as a float.
 - 6. Stagger nails 1" apart and have 2 rows in each board.
- C. DIY nail drag shall meet the Owner's approval for use.
- D. Nail drags shall be pulled by the infield grooming machine in most areas.

PART 3 EXECUTION

3.01 TIMING

- A. The skinned infield areas shall be maintained using the following minimum schedule:
 - 1. Orcas Island Middle and High School Baseball and Softball Team Games:
 - i. Provide infield maintenance to prepare the infields for game activity on the day of each scheduled game.
 - ii. Finish preparation to provide enough time so as not to impact the home and visiting teams' allotted time for warmup and game preparation.
 - 2. Orcas Island High School Baseball and Softball Team Practices:
 - i. Provide infield maintenance after every two consecutive practices, and once after one game and one practice if occurring on consecutive days.
 - 3. Orcas Island Parks Programs: Provide infield maintenance after every two practices or games by Parks Recreation programs.

3.02 INFIELD MAINTENANCE TASKS:

- A. The following list of tasks is the minimum required to properly maintain the skinned areas of the baseball and softball infields and shall be performed at each instance listed in 3.01 above.
- B. This list does not include the tasks required for maintaining pitching mounds, bases, base paths, home plate areas, batting circles, bullpens, and other high-impact and high-foot-traffic areas.
 - 1. Rake excess dirt from around each base area to make it level.
 - 2. Remove any debris, including grass clippings, rocks, weeds, etc.
 - 3. Water the skinned area to allow the infield to be nail dragged. If the skinned area is already moist, this step can be skipped.
 - 4. Nail drag the infield.
 - 5. Add soil conditioner as needed.
 - 6. Screen or drag the infield using the drag mat.
 - 7. Monitor and water infield as needed to ensure desired moisture levels and to maintain secure footing.
 - 8. Check infield perimeter edge condition – repair as necessary.
 - 9. Remove rocks and/or debris to maintain a smooth, debris-free playing surface.
- C. Infield Edge Maintenance: This task should be performed on an as-needed basis; but at least once per month during the active field-use season. Check edge conditions before each game.
 - 1. While maintaining the infield, drags should be kept at least 6 inches away from the grassed edges so that the loose dirt does not get into the grass thus forming a “lip,” or ridge.
 - 2. A hand rake should be used to rake along the grass edge.
 - 3. Should dirt get into the grass edge, as shown in the photo to the right, a stiff brush broom should be used to “sweep out” the dirt back onto the skinned area, removing any grass clippings that may be swept onto the skinned area in the process.
 - 4. Anytime a “lip” begins to develop where the grass and dirt area meet, use a water hose to wash the dirt out of the grass and back onto the skinned area.
 - 5. Edging the field should be done on a bi-weekly basis during the growing season. This will greatly reduce built-up edges.
 - 6. Maintain a clean, uniform edge along the grass using a string line edger.

3.03 MOUND, PITCHING AREA, BASE PATHS, BASES, AND HOME PLATE MAINTENANCE:

- A. The following list of tasks is the minimum required to properly maintain the skinned areas of the pitching mounds, bases, base paths, home plate areas, batting circles, bullpens, and other high-impact and high-foot traffic areas. baseball and softball infields and shall be performed at each instance listed in 3.01 above.
- B. This list of tasks shall be performed in addition to the tasks required for baseball and softball infields listed in 3.02 B and C above.
 - 1. Sweep debris material from the landing area and table of the pitching mound, softball pitching area, batter’s boxes, catcher’s and umpire’s areas. This allows the packing clay to

be exposed. On the pitchers' mound and the softball pitching area, the landing area is the location on which the pitcher steps to pivot and throw. The table is the area at the top of the pitching mound, measuring 36 inches by 5 feet.

2. Tamp any uneven packing clay level using a hand tamp or small roller before watering to provide a smooth consistent surface over the entire area.
3. Using a tamp or small roller to provide consistency in the mound and home plate areas.
4. Lightly moisten the clay to ensure new packing clay will bind to the existing clay.
5. Scuff, or loosen damaged areas with a shovel.
6. Add new packing clay to the damaged areas.
7. Tamp newly installed packing clay into the ground.
8. Rake down the newly repaired areas.
9. Rake all debris such as excess mound clay, grass clippings, weeds, etc. – pick up debris and remove it from the infield.
10. Add new infield sand in a uniform layer approximately 1/8 in. thick to cover the clay.
11. Lightly water the entire area thoroughly and uniformly without creating a wet, muddy condition or with standing water.
12. Allow the mound to dry; however, do not allow the packing clay to dry too much to the point of cracking.
13. Once the areas are completely prepared for the game, cover it with a tarp, if a tarp is used to maintain a proper moisture level.

3.04 CLEANUP

- A. Clean up entire area of all excess material, debris, etc., and leave project in a neat, orderly condition.

ATTACHMENT 4
CONTRACTOR'S SCHEDULE
OF
LABOR, EQUIPMENT, AND MATERIALS RATES

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