

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: February 13, 2012

Subject: Small Works Contract for Maintenance of Memorial Athletic Field

Statement of Issue:

Using the Public Works small works roster process, a contract to care for the athletic field portion of Jefferson County Memorial Athletic Field is ready for approval.

Analysis/Strategic Goals/Pro's & Con's:

Maintaining Memorial Athletic Field in good condition for the community events that rely on it is a priority of Jefferson County Parks and Recreation. Establishing a public/private partnership has benefits for the county, and the community. Memorial Field and this contract further Jefferson County Strategic Goals number: 2, 3, 4, 5, 6, 8, and 9. A public/private partnership was utilized during the last six months of 2011, and was very effective. This is a continuation of a successful program.

Fiscal Impact/Cost Benefit Analysis:

The fiscal benefits of the contract outweigh the costs. The contract is efficient and cost effective.

Recommendation:

Review, sign three copies, and return the contract to Public Works.

Department Contact:

Matt Tyler: 385-9129

Reviewed By:


Philip Morley, County Administrator

2/9/12
Date

**CONTRACT FOR MAINTENANCE AND SPORTS OPERATIONS OF MEMORIAL FIELD
JEFFERSON COUNTY, WASHINGTON**

THIS AGREEMENT, made and entered into this _____ day of _____, 201_, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners and the Director of Public Works under and by virtue of Title 36, RCW, as amended and Discovery Bay Landscaping and Tractor Service Inc. hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor agrees to furnish all labor and equipment and do certain work, to-wit: That the Contractor herein will undertake and complete the following described work: care and maintenance of Jefferson County Memorial Athletic Field (complete description of work is provided in Exhibit A.) for the total sum of \$25,458.00 dollars in accordance with and as described in the attached description of work in Exhibit A. The Contractor shall perform any alteration in or addition to the work provided in this contract and every part thereof.

The Contractor shall complete the described work as follows: with a start date February 1, 2012, and a completion date of December 31, 2012.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for completing the work provided for in this contract and every part thereof.

2. The County of Jefferson hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the equipment described in Exhibit A, and to furnish the same according to the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the condition provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached specifications at the time and in the manner and upon the conditions provided for in this contract. The contractor agrees to provide an itemized invoice which references the task described in the attached specifications once per month.

3. The Contractor for himself, and for his heirs, executor, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A: VII. The Contractor shall provide to the County Risk Manager certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Contractor shall be withheld until all such requirements have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due the Contractor.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

A. **Workers Compensation and Employers Liability Insurance.** The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

B. **General Liability(1)** - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:

1. Broad Form Property Damage with no employee exclusion;
2. Personal Injury Liability, including extended bodily injury;
3. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
4. Premises - Operations Liability (M&C);
5. Independent Contractors and Subcontractors; and
6. Blanket Contractual Liability.

(1)Note: The County shall be named as an additional insured party under this policy.

C. **Automobile (2)** - with a minimum limit per occurrence of \$1,000,000 for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

1. Owned automobiles;
2. Hired automobiles; and,
3. Non-owned automobiles.

(2) Note: The County shall be named as an additional insured party under this policy.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of The Contractor to take out and/or maintain any required insurance shall not relieve The Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to The Contractor until such time as the Contractor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

5. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

6. The Contractor's relation to the County shall be at all times as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, and any and all employees of the Contractor or other persons engaged in the performance of any work or service required of the Contractor under this Agreement shall be considered employees of the Contractor only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the Contractor.

7. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

8. Nothing in the foregoing clause shall prevent the County, at its option, from additionally requesting that the Contractor deliver to the County an executed bond as security for the faithful performance of this contract and for payment of all obligations of The Contractor. For Contracts of \$35,000 or less, the County may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

Executed by the Contractor Feb 1, 2012

Discovery Boy Landscaping & Tractor Services
Contractor

By: [Signature]

DISCOBL966PL
State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only this 27th
day of JANUARY, 2012

[Signature]
Deputy Prosecuting Attorney

[Signature]
Frank Gifford
Public Works Director

EXHIBIT A

Specifications and Description of Work

1. Most programs are planned well in advance. Detailed information about the schedule is available. Support is provided to the contractor in scheduling and planning the work. The contractor must be willing to modify its work schedule and plans based on the needs of the programs.
2. People and programs will depend on the quality of this work. Certain work must occur during a small window of time before, or in between programs. The ability to plan ahead and have backups in place when problems arise, check the work, and respond to feedback is critical to the safety and success of Memorial Field.
3. Attention to detail is vital to the safety of the program participants. For example, equipment such as shovels or rakes cannot be left out, valve covers must always be replaced, and lines must be correctly painted.
4. The contractor and the contractor's employees will come into contact with the general public and will be perceived as trusted members of the community. Therefore the contractor and the contractor's employees must: maintain a clean and well groomed appearance, treat all people with respect, communicate in an appropriate manner, interact with the public in an appropriate manner, and support the mission of Jefferson County.
5. The contractor must be willing to communicate regularly on the phone and in person regarding the quality and scheduling of the contractor's work. The contractor must be willing to modify the work schedule, how the work is done, and the quality of the work based on the feedback provided by the Manager of Parks and Recreation.
6. The contract will be in two parts: (1) field maintenance and (2) field lining and. Detailed information is provided on exactly what this work entails.
7. High school soccer and football games at Memorial Field are sanctioned by the Washington State Interscholastic Activities Association (WIAA). Athletic field lining, maintenance, and sports equipment set up must meet the requirements of the WIAA.

EQUIPMENT

1. Jefferson County will provide and maintain at Jefferson County's cost the following equipment
 - a. Aerosol paint striping equipment
 - b. Water hoses
 - c. Specialized irrigation system maintenance and operations tools, supplies, and equipment
 - d. Sporting or program related equipment such as goals, markers, pylons, scoreboard, bleachers, etcetera
 - e. Sod cutter (rental)
 - f. Top dresser (owned by Jefferson County)
 - g. Compressor for blowing out irrigation system (rental)
 - h. Aerator (co-owned by County, PTSD and CSD)

2. The Contractor will provide and maintain, at the contractors costs, the following equipment
 - a. Minimum 30 horse power tractor with back-hoe, front loader, fertilizer and seed spreader, smooth roller, and baseball in-field drag/rake
 - b. Dedicated athletic field grass mower or mowing implement for tractor capable of producing a high quality clean cut. Must be fit with lifting type mulching blades. Grass will be mulched back into the field. Side discharge not allowed
 - c. Pick up truck capable of transporting tools, equipment, and supplies as needed
 - d. Small mower for perimeter, and hard to reach areas
 - e. String trimmer for perimeter, and hard to reach areas
 - f. Leaf, garden, landscape, and baseball in - field rakes
 - g. Wheel barrow
 - h. Chain saw
 - i. Pruners, hand or power
 - j. Leaf blower
 - k. All types of hand shovels

USE OF FACILITIES

1. Maintenance shed, outside, and stadium storage areas
 - a. The County may grant some storage space or shop space for use by the contractor for equipment and supplies that are used exclusively at Memorial Field.
2. Restrooms and concession stand
 - a. The contractor may use any restroom in the facility
 - b. The contractor may not use the concession stand
3. Access
 - a. Caution and safe procedures must be used when accessing Memorial Field, especially at the Quincy St. access gate
 - b. The contractor must always secure all access points when using the field
 - c. When entering or leaving the field, the contractor must not interfere with traffic while opening or closing the gate

SUPPLIES

1. Jefferson County will purchase the following supplies
 - a. Aerosol paint for striping the athletic field
 - b. Grass seed
 - c. Fertilizer
 - d. Sand, clay, top soil, gravel, compost etcetera
 - e. Sod
 - f. Any other product or treatment for maintenance or repair of the athletic field

2. The Contractor will provide the following supplies
 - a. Fuel, oil, grease, anti-freeze, hydraulic fluid, belts and all other maintenance or supplies for all power equipment
 - b. Parts and consumables for all hand and power equipment such as blades, string trimmer monofilament, etc.
 - c. Safety equipment such as hearing, and eye protection, gloves, clothing, etc.

DESCRIPTION OF FIELD MAINTENANCE ACTIVITIES

PART (1) FIELD MAINTENANCE from JANUARY 1, 2012 to DECEMBER 31, 2012

Dates	<u>Regular Field Maintenance</u>	<u>Year 2012</u> Quantity
	Daily	
	Weekly	
Apr to Nov	Mow athletic field as needed	60
Apr to Nov	Monitor Irrigation as needed	
Apr to Nov	Inspect and repair field damage	6
	<u>Preventative Maintenance</u>	
	Quarterly	
Apr, June, Sep, & Dec	Fertilize field	4
	Twice per year	
Apr & Nov	Check irrigation and repair	2
Jul and Aug	Put goal posts in before football season	1
Dec and Jul	Take goal posts out after football season	1
	Once per year	
Nov or Dec	Winterize Irrigation system	1
After Carnival	Restart Irrigation system	1
Feb	Move pipes that hold the football goals	1
May	Cut out sod at softball field dugouts	1
Prior to FB	Replace sod at softball	1
Before Carnival	Store bleachers behind baseball field	1
Before Football	Put bleachers on side of football field	1
Apr	Aerate and sand the field	1
Apr	Overseed the field	1

DESCRIPTION OF FIELD MAINTENANCE ACTIVITIES

PART (2) FIELD LINING AND EVENTS JANUARY 1, 2012 to DECEMBER 31, 2012

Date	Sports	Quantity
As needed	Line field for football	10
As needed	Line field for soccer	12

DESCRIPTIONS OF WORK

PART (1) FIELD MAINTENANCE

1. Mowing of athletic field
 - a. Mow entire area within the interior of the perimeter fence that is accessible by large mower.
 - b. Every other mow or when needed by programs, use smaller mower to mow in areas that are inaccessible by large mower such as in-between bleachers, behind concessions stand etcetera.
 - c. Every third mow, or when needed by programs, use a string trimmer around the backstops, the light poles, the dugouts, the grandstand, the concession stand, etcetera.
 - d. The embankments on the sides of the field never need to be mowed by the contractor. Periodically they will be mowed by an articulated flail or mower owned by the City of Port Townsend or Jefferson County.
2. Fertilize or over-seed the field
 - a. Using a solid pellet fertilizer spreader mounted on the three point attachment of the tractor, evenly distribute a pre-determined amount of fertilizer or seed across the field
3. Inspect and repair field
 - a. The field may become damaged due to use while it is wet, vehicles, overuse, or weather conditions
 - b. Repairs could include cutting out damaged areas and putting down sod, adding material, seeding, fencing off, rolling, or other treatments
4. Check irrigation and repair
 - a. Check computerized timer for proper functioning
 - b. Activate every station and inspect for proper function of heads, proper coverage, proper valve function and so on
 - c. Adjust, repair, or replace broken or malfunctioning heads or valves
5. Put in and remove goal posts
 - a. Using loader or back hoe, place football goal posts in holes and plumb
 - b. Reverse for remove
6. Winterize irrigation system
 - a. Rent a compressor (Jefferson County will pay for rental)
 - b. According to a detailed procedure, turn off water supply and use compressed air to blow water out of the irrigation system
7. Restart the irrigation system
 - a. Following a detailed procedure, turn on water and pressurize the irrigation system

8. Configure small softball field (Quincy St. Sid) diamond for softball
 - a. Using a sod cutter and hand tools, skin home plate, bases and baselines
 - b. Install bases
 - c. Install dugouts

9. Remove one softball field, small field (Quincy St)
 - a. In preparation for football, re-sod the softball field bases and baselines
 - b. Remove bases
 - c. Remove temporary dugouts

10. Store bleachers behind baseball field and replace
 - a. Unbolt bleachers into two sections
 - b. Attach wheels
 - c. Attach to tractor
 - d. Pull to new location
 - e. Bolt back together

MORE DETAIL ABOUT WORK

PART (2) FIELD LINING AND EVENTS

1. Line field for football or soccer
 - a. Memorial Field is home field to Port Townsend High School Boys Soccer, Girls Soccer, and Football; Chimacum football, and Port Townsend Braves Little League Football
 - b. Layout for the corners of the fields are marked already
 - c. Using supplied reference guide and specifications, layout and accurately paint lines on the field
 - d. During the fall, Memorial Field is used for both soccer and football at the same time. The football field is painted in white, and the soccer field is painted in orange