

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: March 4, 2013

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. A public/private partnership began in 2011 and has been very effective since then. 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.

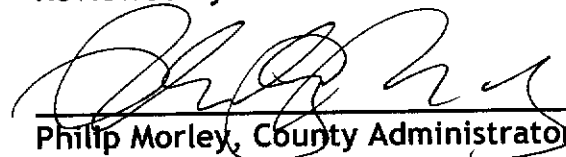
Recommendation:

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

Department Contact:

Matt Tyler: 385-9129

Reviewed By:


Philip Morley, County Administrator

2/27/13
Date

CONTRACT
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 Roger Hall of Discovery Bay Landscaping 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: maintenance and sports operations of Memorial Field, (complete detailed description of work is provided in Exhibit A), for the total sum of twenty three thousand, seven hundred and sixty six dollars (\$23,766) in accordance with and as described in the attached plans and specifications. 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 of February 1, 2013 and a completion date of January 31, 2014. The County reserves the right to renew this Contract for a single, second one year period under the identical terms and conditions of the initial Contract between the parties and must give notice of its intent to renew the Contract not less than 180 days before the completion date listed above.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and 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 goods and equipment described 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.

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 2/22, 2013

Contractor Discovery Boy Landscaping & tractor services Inc,
(Please print) Roger Hall

By: Roger Hall
(Please print)

Roger Hall
(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: 2/20/13
David Alvarez Date
David Alvarez
Deputy Prosecuting Attorney

Frank Gifford 2/25/13
Frank Gifford Date
Public Works Director

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation.

Discovery Bay Landscaping & Tractor Services Inc
Name of Contractor (Please print)

Roger Hall Pres
Name and Title of Authorized Representative (Please print)

Roger Hall
Signature of Authorize Representative

I am unable to certify to the above statement. An explanation is attached.

EXHIBIT A

Specifications and Description of Work

1. Most programs are planned well in advance. The contractor must take the initiative to look at the schedule which is available at all times on the website www.countyrec.com. The contractor is responsible for assisting in double checking the scheduling information by looking at the school sports schedules, community events schedules and last year's schedules. 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. 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 contractor's 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 is 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, 2013 to DECEMBER 31, 2013

				<u>Year</u> <u>2013</u>	
<u>Regular Field Maintenance</u>					<u>Cost Per</u> <u>Activity</u>
<u>Dates</u>	<u>Daily</u>			<u>Quantity</u>	
	<u>Weekly</u>				
Apr to Nov		Mow athletic field as needed		60	\$270
Apr to Nov		Monitor irrigation as needed			\$45
Apr to Nov		Inspect and repair field damage		6	\$205
<u>Preventative Maintenance</u>					
	<u>Quarterly</u>				
Apr, June, Sep, & Dec		Fertilize field		4	\$295
	<u>Twice per year</u>				
Apr & Nov		Check irrigation and repair		2	\$45
Jul and Aug		Put goal posts in before football season		1	\$330
Dec and Jul		Take goal posts out after football season		1	\$250
	<u>Once per year</u>				
Nov or Dec		Winterize irrigation system		1	\$280
After Carnival		Restart irrigation system		1	\$45
Before Carnival		Store bleachers behind baseball field		1	\$240
Before Football		Put bleachers on side of football field		1	\$240
Apr		Aerate and sand the field		1	\$285
Apr		Overseed the field		1	\$105

DESCRIPTION OF FIELD MAINTENANCE ACTIVITIES

PART (2) FIELD LINING AND EVENTS JANUARY 1, 2013 to DECEMBER 31, 2013

Date	Sports			Quantity	Cost Per Activity
As needed		Line field for football		10	210
As needed		Line field for soccer		12	88

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. Prepare large softball field Monroe St. diamond for softball
 - a. Using a sod cutter and hand tools, skin home plate, bases and baselines
 - b. Install bases
 - c. Install dugouts

9. 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