

Resolution 21-02

A RESOLUTION OF THE CITY OF COLFAX, WASHINGTON, APPROVING MCDONALD PARK
PROPERTY MAINTENANCE CONTRACT WITH THE CITY OF COLFAX AND SCOTT PARRISH
2021-2025

WHEREAS, this contract is between Scott Parrish, the City of Colfax, Washington and Colfax School District # 300 for turf and irrigation maintenance services for McDonald Park for the property maintenance season beginning March and ending October 31st for an all-inclusive rate of \$2,000 per month. Payments for services is a subject to the following conditions; and,

WHEREAS, the mowing shall be accomplished in such a manner and with proper equipment as to prevent scalping, uneven cutting, rutting of the ground surface, and damage to trees, shrubs, fences and other structures and all specified services within this McDonald Park Property Maintenance Contract; and,

WHEREAS, both parties agree that the Contractor will act as an independent contractor in the performance of its duties under this contract. Contractor shall be responsible for payment of all applicable taxes including federal, state, and local taxes arising from its activities under this contract and shall maintain proper liability insurance coverage and worker's compensation insurance to cover activities listed in this contract;

BE IT RESOLVED, by the City Council of the City of Colfax that this Council authorizes the mayor to sign McDonald Park Property Maintenance Contracts between the City of Colfax and Scott Parrish.

ADOPTED by the City Council of the City of Colfax at a regular meeting held on the 1st day of March 2021.

Dated this 1st day of March, 2021

McDonald Park Property Maintenance Contract

2021-2025

This contract is between the Scott Parrish, hereinafter referred to as "CONTRACTOR" and the **City of Colfax, Washington** hereinafter referred to as "CITY" and **Colfax School District #300** hereinafter referred to as "SCHOOL" for turf and irrigation maintenance services for McDonald Park hereinafter referred to as "PARK" for the property maintenance season beginning March and ending October 31st for an all-inclusive rate of **\$2,000 per month**. Payment for services is subject to the following conditions:

I. Services

Mowing shall be accomplished in such a manner and with proper equipment as to prevent scalping, uneven cutting, rutting of the ground surface, and damage to trees, shrubs, fences and other structures. Both parties agree that the CONTRACTOR will act as an independent contractor in the performance of its duties under this contract. Contractor shall be responsible for payment of all applicable taxes including federal, state, and local taxes arising from its activities under this contract. The CITY will provide a 1099 at the end of the calendar year. The CONTRACTOR is also responsible for obtaining all necessary federal, state, or local permits or certifications in order to perform such work. Weed control shall be accomplished with proper closure and posting and under the direct supervision of a properly licensed public applicator or under the CONTRACTOR's applicator license. Specific services include the following:

1. Turf Maintenance

a. Mowing

- i. The infield of the school baseball field between $\frac{3}{4}$ " and $1\frac{1}{2}$ ".
- ii. All other turf areas between 2 and 3 inches.

b. Aeration

- i. All of the infields with hollow core tynes (fall only)
- ii. All of the infields with solid tynes during the season as needed (dry spots, etc).

c. Top Dressing

- i. Infield conditioner as needed (City will provide the field conditioner)
- ii. Any areas that need it (with sand) during the season

d. Fertilizer

- i. Use controlled release fertilizer on all of the property (City will provide granular fertilizer)

- ii. Spray (City will provide liquid fertilizer in season “only when needed” on infields only)

2. Irrigation

- a. Startup and blowout
- b. Repair broken heads and adjust heads for proper coverage
- c. Change nozzles out when needed
- d. Replace sprinkler heads (City will provide sprinkler heads)
- e. Set program and review controller settings (adjust run times throughout the season)

3. Weed Control (City will purchase and supply necessary chemicals)

- a. All of the infield areas (boom spraying) [Coordinate with the City/School on obtaining proper personnel for boom spraying]
- b. All of the fence line areas, this will include around buildings etc. (hand spraying)
- c. All of the walking path areas and the ditch (hand & boom spraying) [Coordinate with the City/School on obtaining proper personnel for boom spraying]
- d. Parking lot on an as needed basis (boom & hand spraying) [Coordinate with the City/School on obtaining proper personnel for boom spraying]
- e. Infields, Use a pre-emergent product so it will reduce any edging in season
- f. Main field: Use growth regulator to control growth, and reduce mowing.
- g. CONTRACTOR executing the duties of this contract shall only spray under the direct supervision of a licensed public applicator or must obtain proper applicator’s license prior to conducting any spray operations.
- h. Accurate spray records consisting of when pesticides are applied, where, and concentrations of material applied must be maintained by the CONTRACTOR and available to the City for inspection. Records must be provided to the CITY at the end of the season prior to the final payment of this contract.

4. Coordination

- a. CONTRACTOR shall serve as a point of contact for coaches and volunteers to answer questions, obtain access to facilities, and schedule facility use.
- b. CONTRACTOR shall instruct coaches and volunteers on proper care and maintenance of playfields and equipment and CITY/SCHOOL expectations regarding facility usage.
- c. CONTRACTOR shall coordinate concession stand sales.

5. CONTRACTOR shall be responsible for advising facility users of facility usage fees and reservation fees. Reservation fees are paid prior to authorizing use of any field located at the PARK.
6. Housekeeping
 - a. CONTRACTOR shall keep Park free of trash and debris.
 - b. CONTRACTOR shall keep bathrooms and concessions area clean and presentable at all times.
 - c. CONTRACTOR shall notify the Public Works Director of any plumbing that is need of repair.

II. Training

The CITY & SCHOOL, through its McDonald Park Steering Committee, will provide training and guidance to aid the CONTRACTOR in learning the maintenance of the turf, irrigation system, expectations for weed control and the proper operation and maintenance of CITY equipment. At the conclusion of this agreement, prior to final payment, the Steering Committee shall meet with the CONTRACTOR and provide an end of season evaluation of the performance of the CONTRACTOR.

III. Equipment

A. Description of Equipment

1. **City:** The CITY shall provide the following equipment pursuant to this Contract:

JD Z930R Commercial Mower

JD 4100 Utility Tractor, Serial No. LV4100H412509

JD 510 Loader, Serial No. Woo410X010770

JD 60" Mid-Mount Mower Deck, Serial No. TC60SA031479

JD 4x2 Gator, Serial NO. W04X2SD0003972

JD 600 Gator, Serial No. W00600X003550

JD 2653 Reel Mower, Serial No. M0026HX011546

JD Model 36E Edger, Serial No. M00E35X623500

JD 1200 Bunker Field Machine (938 Hrs.), Serial No. M01200G915746

JD 1200 Bunker Field Machine (2773 Hrs.), Serial No. E01200G869622

JD 425 AWS Riding Lawn Mower w/54" Mid-Mount Mower (1532 Hrs),
Serial No. M054HDA137073

D6S Land Plane

Frontier Model CA2073E Aerator, Serial No. BCA2072E628828

25-Gallon PK402 Sprayer

Model 150 PTO Fertilizer Spreader

JD 25-lb. Stainless Steel Pull Fertilizer Spreader

21-Gallon Central Pneumatic Air Compressor

Misc Hand Tools

Rakes, Shovels, Brooms

Misc. Sprinkler Supplies

Padding and Nets

2. **CONTRACTOR:** The CONTRACTOR shall provide the rest of the equipment necessary to carry out the tasks associated with this contract.

B. Use of Equipment

The CONTRACTOR shall safely operate and appropriately maintain its equipment used under this contract. The CONTRACTOR shall safely operate CITY equipment and will maintain equipment commensurate with the CONTRACTOR's use of it. Equipment shall provide a consistent, quality cut. The CITY realizes that the irrigation system from time to time may breakdown. The CITY agrees to pay the cost of supplies to repair breaks in the irrigation system as long as the breakdown is not caused by operational negligence on the part of the CONTRACTOR. The CITY agrees to assist the CONTRACTOR in repairing significant irrigation breaks.

IV. Insurance Requirements

1. The CONTRACTOR shall maintain proper liability insurance coverage and worker's compensation insurance to cover activities listed in this contract. Failure to maintain such insurance shall be cause for immediate cancellation of this agreement. A copy of the insurance coverage shall be provided to the City within 10 days of execution of this agreement naming the CITY and

SCHOOL as additionally insured. A copy will be kept in CITY records for reference. CONTRACTOR is required to provide updated copies of insurance policy upon any changes made within ten (10) days of said changes.

V. Modifications

The CITY & SCHOOL shall have the right to modify the specifications of the contract and renegotiate pricing in good faith with the CONTRACTOR. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications of this contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized agent of the CITY & SCHOOL. The CITY & SCHOOL shall supply the CONTRACTOR with a checklist attached as Appendix A to this contract which spells out maintenance expectations. The CONTRACTOR must provide the level of service specified in the checklist for full monthly payment.

VI. Assignment

The CONTRACTOR may not assign duties of the contract to another entity or person without written consent from the CITY. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

VII. General Requirements

1. The CONTRACTOR shall be responsible for any damage to property caused by their actions while completing the requirements of this contract.

2. The CONTRACTOR, to the best of their ability, must attend every Steering Committee meeting to update the Committee on the condition of the Park, upcoming events and an overall report of the Park.

VIII. Discontinued Service

The CITY reserves the right to discontinue services provided within this contract with a ten (10) day written notice for any reason. Concerns must be addressed to CONTRACTOR for remediation prior to discontinuing service. As soon as practicable after receipt of notice of termination, the CONTRACTOR shall submit a statement, showing in detail the services satisfactorily performed under this agreement to the date of termination. The CITY shall then pay the CONTRACTOR that portion of the prescribed charges.

IX. Progress Payments

The CITY will pay the CONTRACTOR monthly beginning in April. (CONTRACTOR's work is expected to commence in March) a sum of **\$2,000.00**. Additional payments of the same amount will be made in May, June, July, August, September, October and November (8 months x \$2,000/Month = \$16,000). The CITY reserves the right to inspect the PARK to ensure the duties of this contract are being fulfilled. The CITY reserves the right to withhold monthly payment(s) to the CONTRACTOR if the duties specified in the checklist located in Appendix A of this contract are not completed to their reasonable satisfaction.

X. Scheduling

The CONTRACTOR will work with the CITY, SCHOOL, and McDonald Park Steering Committee to conduct maintenance activities when the PARK is used the least.

XI. Indemnification

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, the SCHOOL and their guests, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the CONTRACTOR's duties pursuant to this Contract, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission for which the CONTRACTOR may be liable, regardless of whether or not such act or omission is in part that of a party indemnified hereunder.

XII. CONTRACTOR's Use of the Premises

The CONTRACTOR will confine maintenance operations at the PARK to areas not in use. The CONTRACTOR will not unreasonably encumber the PARK with materials or equipment. The CONTRACTOR will use specified areas for storage and equipment. The CONTRACTOR will assume full responsibility for protection and safekeeping of products stored at the PARK. The CONTRACTOR will protect materials at the PARK against damage due to weather or dispersion by wind forces. The CONTRACTOR will move any stored products that interfere with operations of the CITY or SCHOOL. The CONTRACTOR will maintain good housekeeping at all times at the PARK and around the storage structure at the PARK.

XIII. Contacts

The following are contacts for the contract:

CONTRACTOR

Scott Parrish
509-553-9048
scottparrishpss@gmail.com

City of Colfax, Washington

Administration

James Retzer-Mayor
400 N. Mill St
Colfax, WA, 99111
Phone: 509-397-3861
Email: mayor@colfaxwa.org

Operations

Matt Hammer-Public Works Director
501 W. Walla Walla Hwy
Colfax, WA, 99111
Phone: 509-595-7543
Email: pwdir@colfaxwa.org

Colfax School District #300

Administration

Jerry Pugh-Superintendent
1207 N. Morton St
Colfax, WA, 99111
Phone: 509-397-3042
Email: jerry.pugh@csd300.com

Scheduling

Gina Hopkins-Athletic Director
1207 N. Morton St
Colfax, WA, 99111
Phone: 509-397-3042
Email: gina.hopkins@csd300.com

McDonald Park Steering Committee

Don McClintock, Chair
Phone: 509-595-3641
Email: dmcclintock@papemachinery.com

IN WITNESS WHEREOF, the said CONTRACTOR and the said CITY have caused this contract and agreement to be executed by their respective officers on the day and year first written above.

SCOTT PARRISH, LLC

By: 


Scott Parrish

CITY OF COLFAX,

By: 

Mayor James Retzer, City of Colfax

APPROVED AS TO FORM:



City Attorney, City of Colfax

COLFAX SCHOOL DISTRICT #300

By: _____
Superintendent