

**Key Pen Parks**

PO Box 70  
Lakebay, WA 98349

ph: 253-884-9240  
fax: 253-884-9249

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**INVITATION TO BID**

**BID NUMBER: 10-001**

ISSUED BY: Key Peninsula Metropolitan Park District (DBA Key Pen Parks), Mailing Address PO Box 70 Lakebay WA, 98349, Physical Address 5514 Key Peninsula Hwy N, Lakebay WA 98349 Phone (253) 884-9240, Fax (253) 884-9249



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**BID DUE DATE & TIME: Quotation is to be delivered to Key Pen Parks no later than 4 pm on August 5, 2010**

NOTE: Work as stated is subject to the terms and conditions stipulated in this bid document including attachments "A" and "B" attached. See statement of work which is attached hereto and incorporated herein by reference.

SUBMITTALS from minority, women and disadvantaged business enterprises are encouraged.

**THIS BID IS SUBMITTED BY:**

Bidder  
Name \_\_\_\_\_  
Company \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Ph \_\_\_\_\_ Fax \_\_\_\_\_  
Email: \_\_\_\_\_

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price(s) entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY: \_\_\_\_\_ Date: \_\_\_\_\_



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BID ISSUE DATE: July 16, 2010

PROJECT ESTIMATE: \$2,000.00 - \$7,000.00

NATURE OF THE PROJECT: Maintenance project consists of the following: Tree trimming, topping or cutting of four (4) trees in 58 acre park property. Trees that are cut will be left on site (drop and leave), but shall not impede soft surface walking trails.

E-MAIL, MAIL, DELIVER OR FAX BIDS TO Key Pen Parks to arrive no later than the bid due date and time listed above. Late bids will be rejected as non-responsive and will not be considered.

LIMITED PUBLIC WORKS REQUIREMENTS. The scope of work for this project constitutes a public work under state law. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages. Key Pen Parks will waive the performance and payment bond requirements as per 39.08 RCW and the retainage requirements of Chapter 60.28 RCW.

NO BIDDER may withdraw its bid after the bid due date and time unless the award of contract is delayed for a period exceeding sixty (60) calendar days. However, Key Pen Parks may reject any or all bids for good cause.

**A MANDATORY PRE-BID CONFERENCE will be held for interested bidders on July 28, 10 am at Maple Hollow 4411 Van Beek Rd, Lakebay WA 98349. This conference is mandatory for contractors planning to submit bids.**

FOR administrative or technical information contact Scott Gallacher at [scottg@keypenparks.com](mailto:scottg@keypenparks.com) or (253) 884-9240, Executive Director Key Pen Parks

**THIS IS NOT AN ORDER. THIS IS AN INVITATION TO BID WHICH DOES NOT OBLIGATE KEY PEN PARKS TO PLACE AN ORDER**



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**BID PRICING**

EACH BID shall constitute an offer to Key Pen Parks as outlined herein.

REJECTION: Key Pen Parks reserves the right to reject any or all proposals, portions or parts thereof good cause, and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

SUBMITTAL: The bid response consists of: a) Invitation To Bid page 1, b) Bid Pricing page(s), and c) the Contractor’s Administrative Information Page.

PRICES: Each bid item will be priced. Unit prices, if requested, shall govern in case of extension error.

**ITEM 1 - LUMP SUM BASE BID**  
BASE BID

|                      |    |         |
|----------------------|----|---------|
| AMOUNT               | \$ |         |
|                      |    | Numbers |
| 8.4% SALES TAX: = \$ |    |         |
|                      |    | Numbers |
| TOTAL =              | \$ |         |
|                      |    | Numbers |

**ITEM 2 - UNIT PRICE BID: NA**

**ITEM 3 – PROMPT PAYMENT CASH DISCOUNT TERMS** \_\_\_\_\_ Percent \_\_\_\_\_ Days

NOTE: Cash discounts less than 2% OR discount periods less than 30 working days after receipt of a proper invoice will not be considered as evaluation factors in the award of contract. For bid tabulation purposes leaving this item blank will be considered a submission of “none” or no discount offered with payment due within 30 days of receipt of a proper invoice.

**ITEM 4 – TIME FOR COMPLETION:** List the number of consecutive calendar days it will take to complete the work from commencement date stated in a notice to precede (usually issued within 11 days after Notice of Award). \_\_\_\_\_. State any qualifications to the time for completion that may apply such as availability of a piece of critical equipment or component, lead time, weather, etc. and describe the impact.

Person/Entity Name: \_\_\_\_\_ Signature Of Bidder: \_\_\_\_\_



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**CONTRACTOR ADMINISTRATIVE INFORMATION**

**1. PERSON/ENTITY**

- a. Name as registered with the State Of Washington:
- b. Mailing Address including zip code:
- c. Physical Address including zip code:
- d. Telephone number including area code:
- e. Fax number including area code:
- f. Washington State Contractors License Number:
- g. Federal Tax Identification Number:
- h. Washington State UBI Number:
- i. State Industrial Account Identification Number:
- j. Name of person preparing bid:
- k. Title of person preparing bid:

**2. INSURANCE COMPANY:**

- a. Name of company:
- b. Name of Insurance Agent:
- c. Mailing Address including zip code:
- d. Telephone number including area code:
- e. Fax number including area code:

**3. BONDING COMPANY (if bond is to be furnished):**

- a. Name of Surety:
- b. Name of Bonding Agent:
- c. Mailing Address including zip code:
- d. Telephone number including area code:
- e. Fax number including area code:



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**Issuing Agency** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Contractor name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone and contact name for this bid: \_\_\_\_\_

Number of years the contractor has been engaged in the construction business under the present firm name indicated: \_\_\_\_

Gross dollar amount of work under contract: \$ \_\_\_\_\_

Gross dollar amount of contracts not completed: \$ \_\_\_\_\_

Number of year's contractor has been performing work as specified in this proposed contract: \_\_\_\_\_

Type of work generally performed by this Contractor: \_\_\_\_\_

List three projects of a similar size and nature to this proposed project.

|   | date | project name | contracting agency | contact name | phone number | gross dollars |
|---|------|--------------|--------------------|--------------|--------------|---------------|
| 1 |      |              |                    |              |              | \$            |
| 2 |      |              |                    |              |              | \$            |
| 3 |      |              |                    |              |              | \$            |



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List general superintendent(s) or other responsible employee(s) in a supervisory position whom would be working on this project and

how long have they been with this contractor? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List any other person(s) the contractor would have working on this proposed project under direction of this contractor and state their position(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the crew who would be performing under this contract previously done this type of work? \_\_\_\_\_

Have you ever been sued or do you have unresolved disputes with any public works contract for a special district, municipality, county, or state government? \_\_\_\_\_

If so, list the agencies and their contact information and the reason for the suit or dispute. \_\_\_\_\_

What was the disposition of the case, if settled or the status if not settled: \_\_\_\_\_

\_\_\_\_\_

Washington State accounts:

Department of Labor and Industries Workmen's Compensation account number: \_\_\_\_\_

Department of Licenses Contractor's registration number: \_\_\_\_\_

Employment Security Department account number: \_\_\_\_\_

Excise Tax Registration number: \_\_\_\_\_

IRS employer identification number: \_\_\_\_\_

\_\_\_\_\_



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**Banking**

Bank references and contact information: \_\_\_\_\_

Surety

If the bidder is awarded a construction contract on this bid, what is the name, address and contact information of the Surety that will

provide the Performance and Payment bond? \_\_\_\_\_

Have you changed bonding companies within the last five years? \_\_\_\_\_

If so, why? \_\_\_\_\_

Bidder Information and Signature:

Name the party whom submitted this bid and by whom the contract will be entered into if this bidder is awarded the contract:

name, type of entity, address, and phone number: \_\_\_\_\_

(This is the address to which all communications concerning this bid and contract are to be sent.)



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Name the officer(s) and manager(s) of the bidding companies, and the name(s) of all persons and/or parties interested in the bid as partners or principals: name, position, and contact information: (attach extra pages if necessary)

| name | position | contact information |
|------|----------|---------------------|
|      |          |                     |
|      |          |                     |
|      |          |                     |

\_\_\_\_\_ Bidding company

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Printed name

\_\_\_\_\_ Telephone

\_\_\_\_\_ Mailing address / Street address

\_\_\_\_\_ City, State, Zip code



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### **SPECIFICATION SHEET**

This request is for work to include all costs associated with the performance of the contract such as sales tax, permits, insurance, public work compliance requirements, etc.

**CONTRACT ADMINISTRATOR:** The contract will be administered by Scott Gallacher, Executive Director, Key Pen Parks 253-884-9240

**PROJECT REPRESENTATIVE:** Key Pen Parks representative for this project will be Scott Gallacher

**GENERAL PROJECT DESCRIPTION:** Maintenance project consists of the following: Tree trimming, topping or cutting of four (4) trees in 58 acre park property. Trees that are cut will be left on site (drop and leave), but shall not impede soft surface walking trails.

**TIME FOR COMPLETION:** Time is of the essence in the performance of this contract. Key Pen Parks desires that the work be completed by October 29, 2010.

**BACKGROUND CHECKS AND KEY CONTROL REQUIREMENTS:** Background checks are required for work performed after normal business hours. Contractor will submit a list of employees' names, birth dates and Social Security numbers to Key Pen Parks in order that background checks may be made and identification cards issued.

- A. Work Performed After Normal Business Hours. This applies to contractors that will be performing work on or in Key Pen Parks property after normal business hours.
- C. Key Control. Contractors are responsible for the control of keys issued to them in conjunction with the work to be performed and will return such keys at the conclusion and acceptance of the work. In the event of the loss of a key(s) the contractor will be liable for all costs associated with their replacement to include the replacement of all associated locks if applicable.

**CONSULTING ARBORIST REPORT:** A consulting arborist report and map identifying the target trees is attached.

**LIQUIDATED DAMAGES:** The amount of liquidated damages, if any, for failure to complete the work on time will be as specified for each working day in excess of the completion time specified will be \$25 per day.



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### ATTACHMENT "A" PUBLIC WORKS PROJECT TERMS AND CONDITIONS

1. **THE BIDDER** shall submit his proposal properly executed on the forms furnished. Only amounts and information asked for on the proposal forms will be considered as the bid. The Bidder shall bid upon the work exactly as specified. The bid price(s) shall include all necessary permits, and fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes (except Washington State Sales Tax), utilities and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.
2. **DEFINITIONS:** The term "Key Pen Parks", means Key Peninsula Metropolitan Park District, "successful bidder" means the apparent lowest and best bidder to whom an award is made, and "Contractor" means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by Key Pen Parks. "Bidder" means the person, firm or corporation that has made an offer in response to the invitation to bid.
3. **LICENSING AND REGISTRATION:** The Contractor must be licensed and registered in the State of Washington.
4. **PUBLIC WORK REQUIREMENTS:** This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. Questions should be referred to the State of Washington Department of Labor & Industries, PO Box 44540, Olympia WA 98504-4540, phone (360) 902-5335 or Fax (360) 902-5300. The contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.
5. **CONTRACTOR'S BOND:** Key Pen Parks will waive the performance and payment bond requirements as per 39.08 RCW and the retainage requirements of Chapter 60.28 RCW.
6. **INSURANCE REQUIREMENT:** The successful bidder will furnish insurance as stipulated in Attachment "B".
7. **RECEIPT OF ADDENDA:** All official clarifications or interpretations of the bid documents will be by written addenda only.
8. **PROJECT COMPLIANCE:** In compliance with the request for quotation, bidder hereby proposes to perform all work for this project in strict accordance with the contract documents, at the prices bid and within the time set forth therein with the understanding that time is of the essence in the performance of this contract.



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9. **PROPOSAL EFFECTIVE PERIOD:** Bid proposals will be good for a sixty (60) day period commencing the date and time of closing unless extended by mutual consent of the bidder and Key Pen Parks.
10. **REJECTION:** Key Pen Parks reserves the right to reject any or all proposals for good cause. Key Pen Parks reserves the right to reject any or all proposals, portions or parts thereof and to waive minor irregularities or informalities in bidding.
11. **EVALUATION:** In evaluating the proposals, special attention will be paid to the qualifications of the bidders when considering awarding the contract.
12. **COMPLETENESS OF PROPOSAL:** Each Bidder shall quote on all items in the bid proposal unless requested otherwise. Alternative, additive, or deductive prices will not be considered unless specifically required in the proposal form.
13. **CONTENTS OF PROPOSAL FORM:** The proposal form invites bids on definite plans and specifications. The plans, specifications and addenda relating to the project referred to in the proposal shall be considered to be part of the proposal.
14. **ARBITRATION:** There will be no arbitration arising out of or relating to a contract resulting from this invitation to bid.
15. **REFERENCES:** With the submission of a quotation the bidder agrees to furnish references upon request.
16. **TAXES:** Proposals shall include all applicable taxes except sales tax which is a separate bid item. It shall be the bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.
17. **ERROR IN EXTENSION:** Unit price, when used, shall govern in case of extension error.
18. **PROMPT PAYMENT TERMS:** Cash discounts less than 2% OR discount periods less than 30 days after receipt of a proper invoice will not be considered as evaluation factors in the award of a contract. For bid tabulation purposes leaving a "terms of payment" bid item blank if listed in the bid document or not writing a cash discount in a bid submittal will be considered a submission of "none" or no discount offered with payment due within 30 days of receipt of proper invoice (Net 30).
19. **PERMITS AND FEES:** The contractor shall furnish all permits, inspection fees, and fees required in the performance of this contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries works for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these RCW's.
20. **CONTRACT:** A Purchase Order will be issued. No work will begin before Key Pen Parks has in its possession an acceptable certificate of insurance.



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The Purchase Order, when properly signed and bearing a Purchase Order Number will be the only form which will be recognized by Key Pen Parks as an award. The executed purchase order supersedes all previous communications and a negotiation, except as referenced herein, and constitutes the entire agreement between Key Pen Parks and Contractor (parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Purchase Order without the written consent of Key Pen Parks. No terms stated by the bidder in accepting or acknowledging this order shall be binding upon Key Pen Parks unless accepted in writing by Key Pen Parks. The successful bidder may not assign the Contract resulting from this invitation to bid without Key Pen Parks prior written consent. No waiver by Key Pen Parks of a breach of any provision of the terms and conditions outlined in the invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.

**22. WARRANTIES:** The bidder warrants that all materials, equipment and services provided under a contract resulting from this invitation to bid are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by Key Pen Parks; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by Key Pen Parks and are fit for the known purpose for which they are sold. Said warranty being in addition to any standard warranty or service guarantee given by the bidder to Key Pen Parks.

**23. COMPLIANCE WITH LAWS AND REGULATIONS:** The bidder agrees that if awarded a contract as a result of this invitation to bid it warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Key Pen Parks against any loss, cost, liability or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.

**24. INDEMNIFICATION:** All services to be rendered or performed under a contract resulting from this invitation to bid will be rendered or performed entirely at the Contractor's own risk. The Contractor expressly agrees to indemnify and hold harmless Key Pen Parks and all its officers, agents, employees or otherwise from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the Owner and Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner or Consultant, their agents or employees. The Contractor's duty to indemnify the Owner and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the Owner or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the Owner harmless shall include, as to all claims, demands, losses and liability to which it applies, the Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract. Contractor further agrees that this duty to indemnify Owner applies regardless of any provisions in RCW Title 51 to the contrary,



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including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify Owner.

25. **TERMINATION:** Contract(s) resulting from this bid may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by Key Pen Parks for breach by the bidder of any of the obligations or requirements set forth in the contract documents which would, at the option of Key Pen Parks, require the bidder to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of Key Pen Parks; or 4) by Key Pen Parks for non-appropriation of funds.

26. **TERMINATION BY THE OWNER WITHOUT CAUSE:** Notwithstanding any other provisions contained herein, the Owner, without cause, may terminate the contract between the parties by providing notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the Owner to the Contractor on the Contract Sum, the Owner shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the Owner to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the Owner in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2.13 2) or 3) shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

27. **COMPLIANCE WITH TERMS:** Purchaser may at any time insist upon strict compliance with these terms and conditions, not withstanding any previous custom, practice, or course of dealing to the contrary.

28. **ESTIMATED QUANTITIES:** When quantities are estimated in the proposal form they are stated only for bid comparison purposes. Key Pen Parks does not warrant expressly or by implication that the actual quantities of work will correspond with those estimates. The Contractor shall be responsible to determine all quantities to complete the work in accordance with the plans. Payment will be made on the basis of the lump sum bid price.

29. **USE OF RECYCLED CONSTRUCTION MATERIAL:** Materials used in this project should be recycled or reused materials whenever practicable, however such use must be approved by Key Pen Parks. Any recycled or reused material must meet or exceed the specifications set forth in the construction documents.

30. **PAYMENT APPLICATION:** Invoices will be submitted to Key Pen Parks, PO BOX 70, Lakebay, WA 98349, and Attn. Maple Hollow 08-1122. A Statement of Intent To Pay Prevailing Wages certified by the State on the contractor and each and every subcontractor must be in the possession of Key Pen Parks before a payment application can be processed. Invoices must include the statement "I certify that wages have been paid in accordance with the Statement(s) of Intent To Pay Prevailing Wages previously certified and filed pursuant to this contract."

31. **TIME FOR COMPLETION:** The contractor agrees to complete the work as specified in the invitation to bid with the understanding that time is of the essence in the performance of the contract.



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### ATTACHMENT "B" INSURANCE REQUIREMENTS

The successful bidder shall furnish and maintain all insurance as required herein (or by attachment) and comply with all limits, terms and conditions stipulated therein (or by that attachment), at their expense, for the duration of the contract. Following is a list of requirements for this project. Any exclusion must be pre approved by Key Pen Parks. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to Key Pen Parks. The contractor's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the contractor and returned to Key Pen Parks. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to Key Pen Parks. The policy shall be endorsed and the certificate shall reflect that Key Pen Parks is an additional insured on the contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the owner or Key Pen Parks shall be excess and not contributory insurance to that provided by the contractor.

**REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below, all coverage \$1,000,000 per occurrence with no deductible.

**GENERAL LIABILITY INSURANCE:** The Contractor shall have Commercial General Liability with limits of \$1,000,000 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

**BUILDER'S RISK INSURANCE:** Each Contractor shall be responsible for the safety of their work and materials until completed work is accepted by Key Pen Parks authorized personnel. Adequate builder's all risk insurance, including but not limited to fire insurance coverage must be carried by the Contractor. Key Pen Parks reserves the right to review and approve all insurance carriers and companies providing insurance.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance and Builder's Risk Insurance must state that Key Pen Parks, it's officers, agents and employees, and any other entity specifically required by the provisions of the Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "KEY PENINSULA METROPOLITAIN PARK DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO PROJECT NUMBER YAF 07-1958

**PROOF OF BUSINESS AUTOMOBILE INSURANCE:** The Contractor shall have Business Automobile Liability with limits of \$1,000,000.00 combined single limit.



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**WORKERS COMPENSATION:** If applicable, the Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the bidder's assurance that coverage is in effect.

**SPECIAL "X.C.U." PROVISIONS:** When demolition or blasting is involved in the work the Contractor shall provide excess coverage in the minimal amount of \$1,000,000.00 combined single limit, per occurrence, for Explosion, Collapse and Underground Damage (X.C.U.) for the project site. Said insurance coverage shall be subject to the same requirements as specified for the primary insurance coverage under this Agreement. Providing coverage in the above amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

**PROOF OF INSURANCE:** The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth above, has been approved by Key Pen Parks. Said proof of insurance should be mailed to Key Pen Parks. Upon request, the Contractor shall forward to Key Pen Parks original policy, or endorsement obtained, to the Contractor's policy currently in force.

**FAILURE OF COVERAGE:** Failure of the Contractor to fully comply with the above insurance requirements during the term or the Agreement shall be considered a material breach of contract and cause for immediate termination of the Agreement at Key Pen Park's discretion. Alternatively Key Pen Parks may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). Key Pen Parks may offset the cost of such insurance against payment due to the Contractor under this Agreement.



***The Evergreen Arborist, Inc.***  
**DENNIS L. TOMPKINS**  
**Certified Arborist ~ Consulting Urban Forester**  
**Certified Tree Risk Assessor**  
**10711 164<sup>th</sup> Avenue Court East**  
**Bonney Lake, WA 98391**  
Phone: 253 863-7469  
Email: [dlt@blarg.net](mailto:dlt@blarg.net)

May 15, 2010

Scott Gallacher  
Key Pen Parks  
PO Box 70  
Lakebay, WA 98349

Dear Mr. Gallacher:

I visited Maple Hollow Park in your presence on May 11, 2010. A follow-up visit occurred on May 13. The objective was to identify trees that potentially could endanger visitors to the park.

**General Observations:**

The park offers a mixture of different forests resulting from past management practices. Each has its own characteristics and consists of primarily an alder-maple forest, a young forest with a mixture of conifers, alders and maples and an older conifer-maple-alder forest mix.

Some very large Douglas-fir, western red cedar and big-leaf maple trees are scattered in the older southern section of park where the trails to the beach are located. Most trees are relatively healthy and no serious pockets of root diseases were discovered when inspecting trees adjacent to the trails.

**Marked Trees:**

Forests are generally safe to hike in, but natural events such as severe storms cause branches and entire trees to fall. A total of 16 trees are identified in the following table to have some type of action taken.

Those requiring consideration for limbing or topping have been marked with an orange dot located chest high on the side of their trunks that face a trail. A blue number is painted on the opposite side of the lower trunk that faces away from the trail. Fir and cedar trees recommended for periodic monitoring have been painted with orange and blue dots at the bases of their trunks that face the trails.

Alder and maple trees recommended for monitoring have been noted on the map, but have no paint on the trunks.

A few trees have fallen and become hung up in nearby trees. Decisions will have to be made as to whether attempting to cut down such trees is more risky than leaving them and letting Mother Nature decide their ultimate fates.

It is not possible to predict if, when and what kinds of branch or tree failures could potentially occur. It is not practical to attempt to eliminate all potential risks to park visitors.

**Specific Recommendations:**

| Tree #     | Species        | Description  | Marking            | Recommendation   |
|------------|----------------|--|--------------------|--|
| 1          | WRC            | Large tree near entrance – has poor looking top  | Orange-blue        | Monitor  |
| A-1        | Red alder      | Alder snag – inside circle   | None               | Leave - monitor  |
| A-2        | Red alder      | Alder snag – inside circle   | None               | Leave - monitor  |
| A-3        | Red alder      | Broken tops – leaning toward road  | None               | Leave - monitor  |
| M-1        | Big-leaf maple | Dead branches hanging over road  | None               | Leave - monitor  |
| M-2        | Big-leaf maple | Dead branches hanging over road  | None               | Leave - monitor  |
| 2<br>(M-3) | Big-leaf maple | Adjacent to viewpoint  | Orange on branches | Cut branches with orange stripe  |
| M-4        | Big-leaf maple | Across from viewpoint – large branches broken out  | None               | Leave - monitor  |
| 3          | WRC            | Large tree hung up in maple  | Orange             | Determine safest alternative – leave or cut additional maples to drop broken portion |
| 4          | Douglas-fir    | Large Douglas-fir with conks up one side of trunk – likely <i>Phellinus pini</i>                         | Orange-blue        | Monitor – see enclosed literature  |
| 5          | WRC            | Large cedar – extensive decay in lower 10’ of trunk – broken top   | Orange - blue      | Monitor  |
| 6          | WRC            | Large cedar – extensive decay in lower 10’ of trunk  | Orange - blue      | Monitor  |
| 7          | Douglas-fir    | Large Douglas-fir snag – cause unidentifiable  | Orange             | Consider topping   |
| 8          | Red Alder      | Dead alder leaning against maple – broken trunk  | Orange             | Cut  |
| A-4        | Red Alder      | Dead alder leaning into maple  | None               | Monitor  |
| 9          | Douglas-fir    | Eagle perch Douglas-fir – fungal body next to tree of <i>Phaeolus schweinitzii</i> (fungus painted blue) | Orange-blue        | Monitor – see enclosed literature  |

Notes:

WRC = western red cedar = *Thuja plicata*

Douglas-fir = *Pseudotsuga menziesii*

Red alder = *Alnus rubra*

Tree No. 7, the tall snag, could be topped. Attempting to view it from the neighboring Hendrix property was difficult because of the maple leaves present on trees. However, the tops of two very tall Douglas-fir trees (including the perch tree) were visible over the tops of the maples. While the potential for a significant failure toward the south is low, it is possible some debris could land on the Hendrix property from these trees in the future. However, no action is recommended at this time.

I did meet with Laurie Hendrix during my inspection of trees from her property. She seemed very pleased in their dealings with you regarding the cedar tree.

I walked the trails on the logging roads to the north and did not observe any situations that required action at this time. Most of the trees were younger and smaller since this area was the most recently logged and replanted.

In summary, only four trees are recommended for topping or cutting. The remaining trees are to be monitored and risks assessed periodically as improvements are made to the trails and park that will increase usage by the public.

**Entrance Sign Language:**

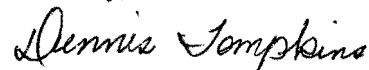
Entrance signs should emphasize that the park is a natural and evolving system that will experience tree and branch failures during stormy weather. Hikers should refrain from using the park during such events. If they choose to do so, they assume any risks of injuries that may result from natural events.

Also note that park personnel are constantly surveying potential risks and that dangerous trees or branches are periodically removed along trails and in camping areas. However, the park will not assume any liabilities for injuries that occur as acts of God.

As you indicated, your attorney can help with developing appropriate language.

Please contact me with any questions at 253 863-7469.

Sincerely,



Dennis Tompkins

Certified Arborist PN-0469A

Certified Tree Risk Assessor #485

