

**BARC SKATE BUILDING IMPROVEMENTS PROJECT  
PROJECT #2025-03  
CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Vashon Park District, hereinafter referred to as the District, and \_\_\_\_\_, hereinafter referred to as the Contractor. FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

**1. SCOPE OF WORK**

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanlike manner the work hereafter referred to as the Project. Specifically, the Scope of Work for the Project consists of the following:

BARC is an acronym for the “Burton Adventure Recreation Center,” which is a Vashon Park District park that features indoor and outdoor skate facilities, BMX bike facilities, and a 14 hole disc golf course. It is located at 10500 SW 228<sup>th</sup> Street on Vashon Island. The property was formerly the site of the Burton Elementary School, and the indoor skate building was the former gym. The property is on a long term lease with the Vashon Island School District.

1. This project will enclose two open air walls of the indoor skate building with wood framed walls, which are currently chain link fence; replace existing translucent panels with metal siding; install two egress doors with panic hardware; install exit signage; make lighting improvements; and replace the roof and roof fencing as per the Construction Plans attached as Exhibit 1.
  - a. Signage and fire extinguishers will be provided by the District.
  - b. Exit signage must be lighted above each of the two doors.
  - c. Install frog eye emergency lights with battery backup to provide at least 90 minutes of emergency power.
2. A Construction Permit has been obtained by the District attached as Exhibit 2.
3. A ventilation system will be installed per the Permit Conditions attached as Exhibit 3.
4. Contractor shall secure the additional electrical and mechanical permits and shall utilize a WABO Certified welder.
5. Exhibit 4 outlines permit requirements. Inspections will be scheduled in concert with the Contractor and the Owner.
6. Twenty-four (24) trees shall be removed from the top of the hill behind the roof line. Exhibit 5 lists the numbered trees and their diameters. The downed trees will remain onsite.
7. Exhibit 6 illustrates the construction area within a site plan for the park.

In addition to the terms and conditions set forth specifically in this Contract, the relationship between the Contractor and the District shall be governed by the 1998 Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, including the APWA Supplement contained in Division I of such Standard Specifications.

**2. TIME OF PERFORMANCE AND COMPLETION**

The Contractor shall substantially complete the work required by the Contract by February 27, 2026 (the Substantial Completion date) and physically complete the work no later than March 31, 2026 (the Final Completion date) Notice to proceed is anticipated to be on or around September 30, 2025.

**3. CONTRACT DOCUMENT INTERPRETATION**

The intent of the contract documents is to prescribe a complete work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary or convenient to complete all parts of the work. Compensation for the cost of furnishing the foregoing and for full performance of the contract shall be considered as included in the contract sum.

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**4. PAYMENTS - RETAINAGE**

The Contractor agrees to perform all work called for in the Scope of Work for a lump sum of \_\_\_\_\_, to include Washington State Sales Tax at 8.8%. The resulting sum shall constitute full compensation for all labor, materials, tools, appliances, facilities, etc. required to perform and complete the Project according to the plans and specifications.

Upon completion of the work and at least monthly (twice monthly would be preferred), the Contractor shall submit an invoice to the Project Manager for work completed. Within 8 days after receipt of invoice, the District will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount. The District will make payment within 30 days of receipt of the Contractor's properly completed invoice or receipt of the goods and services, whichever is later.

The District will pay 95% of the amount of the approved invoice and will retain 5% in accordance with Retainage requirements of Chapter 60.28 RCW (or 10% as described in Item 6 below). Pursuant to Chapter 60.28 RCW, the District will retain 5% of the Contract Sum for a period of 60 days after date of acceptance, or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later, at which time the District in ordinary course of business will make final payment.

The Contractor elects to have retainage monies (check one):

\_\_\_\_\_ Retained in a fund by the District;

\_\_\_\_\_ Deposited by the District in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved will be paid to the Contractor; or

\_\_\_\_\_ Placed in escrow with a bank or trust company. When the monies reserved are to be placed in escrow, the District shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the District and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

**5. INSURANCE**

The Contractor shall file an insurance certificate acceptable to the District evidencing the insurance coverages set forth below and certifying that the insurer(s) shall give notice to the District by certified mail, at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy. Such insurance shall be maintained through the term of this Contract and, except for automobile liability, during the period of any required guarantee. By requiring such minimum insurance, the District shall not be deemed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate, maintain greater limits and/or broader coverage.

Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, ongoing operations, products and completed operations, and contractual liability.

Automobile Liability: Minimum \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

Professional Liability. *If the contractor includes the use of Professional Services.* Professional Liability coverage shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

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Workers Compensation: If the Contractor has employees, then Workers Compensation coverage shall be maintained as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law for a limit no less than One Million Dollars (\$1,000,000) per occurrence.

Employers Liability or "Stop Gap" coverage: If Contractor has employees, then Employers Liability or "Stop Gap" coverage shall be maintained with a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the commercial general liability policy.

Builder's Risk / Installation Floater Insurance. Contractor shall procure and maintain, prior to and for the duration of the construction phase of the Project, "All Risk" Builder's Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder's Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form). The coverage shall insure for direct physical loss to property of the Project for 100% of the replacement value. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time, Contractor shall promptly reconstruct, repair, replace, or restore all work and/or materials so destroyed.

The liability insurance shall indemnify the District and its officers, officials, agents and employees against loss from liability imposed by law upon, or assumed under agreement by the Contractor and/or its subcontractors for damages on account of bodily injury, property damage and/or other damages. All policies shall include the Vashon Park District, its officers, officials, agents and employees as additional insureds and shall contain "severability of interest" (cross liability) wording. The Contractor's insurance shall be primary to and not contributing with any insurance or self-insurance which may be carried by the District and shall be provided on forms and by insurance companies satisfactory to the District.

King County, its officers, officials, employees and agents, shall be covered as additional insured on Contractor's insurance with respect to liability arising out of activities performed by the contractor. Additional Insured status shall include Products-Completed Operations.

Vashon Island School District, its officers, officials, employees and agents, shall be covered as additional insured on Contractor's insurance with respect to liability arising out of activities performed by the contractor. Additional Insured status shall include Products-Completed Operations.

Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

To the extent of the Contractor's negligence, their insurance respectively shall be primary insurance with respect to the District, its officers, employees and agents.

The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A-VIII.

## **6. PERFORMANCE/PAYMENT BOND**

Pursuant to RCW 39.08.010 the Contractor, prior to being issued a Notice to Proceed, shall furnish a Performance/ Payment Bond for the full contract sum including sales tax plus all approved change orders as if they were in the original contract amount. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. However, if the Contract Sum does not exceed \$150,000 the Contractor may, in lieu of providing a bond, request the District retain 10% of the Contract amount earned for a period of 30 days following acceptance of the work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 RCW, at which time the District in ordinary course of business will make final payment.

**7. PREVAILING WAGES**

The Contractor shall comply with the requirements of RCW 39.12, and shall pay each employee an amount not less than the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) as per

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

Wage publication date to use: August 1, 2025

County the Public Works project is located: King

Trade: General Carpenter

Wage: \$83.21

A copy of the applicable wage rates is available for viewing in the District office.

The District will mail a hard copy of the applicable wage rates upon request.

Before commencement and upon completion of work, the Contractor shall file the forms and pay the filing fees required by L&I. The Contractor shall indemnify and hold the District harmless from any claims related to the payment or non-payment of such wages by the Contractor.

**8. AUTHORITY OF THE PROJECT MANAGER**

The Project Manager is the construction site representative of the District, and the Contractor shall look to the Project Manager in matters relating to compliance with Contract requirements. The work shall be done to the complete satisfaction of the Project Manager. The Project Manager will decide all questions which may arise concerning the quality and acceptability of materials and equipment furnished and work performed, the rate of progress of the work, and interpretation of the contract documents. The Project Manager has the authority to reject work which is defective or does not otherwise conform to the contract documents. The Project Manager is not responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor.

**9. CHANGES**

The District may make changes in the work within the scope of this Contract and such changes may be made without notice to any sureties. If any change causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work under this Contract, an equitable adjustment will be made consistent with such change and the Contract modified in writing accordingly; provided, however, that the Contractor notifies the District of the change in cost or time before commencing the changed work. Records pertaining to changes in the work shall be maintained sufficient to document all costs. Failure to maintain and disclose the required records shall constitute a waiver of the Contractor's claim for costs not documented.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price will be determined by one or more of the following methods in the order of precedence listed below, if not specified in the bidding schedule:

**9.A. UNIT PRICES - UNIT PRICES SET FORTH IN THE CONTRACT DOCUMENTS;**

**9.B. LUMP SUM - LUMP SUM AS AGREED, PROVIDED THAT THE CONTRACTOR MAY BE REQUIRED TO PROVIDE A DETAILED COST ESTIMATE FOR THE PROPOSED CHANGE;**

**9.C. TIME AND MATERIALS - TIME AND MATERIALS BASIS AT RATES SET FORTH IN THE CONTRACT DOCUMENTS OR, IF NOT SPECIFIED, AS FOLLOWS:**

1. Labor not to exceed applicable Prevailing Rates of Wage, plus 15% for overhead, profit and all other costs incurred in supplying labor;
2. Materials and supplies incorporated in and necessary for the work, plus 15% for overhead, profit and all other costs incurred in supplying the materials and supplies;
3. Equipment, excluding small hand tools, at up to the maximum hourly rates set forth in the current "AGC-DOT Equipment Rental Agreement" at such rates as approved by the Project Manager, such rate shall include overhead, profit and all other costs incurred in supplying such equipment;

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4. "Overhead" shall include, but not be limited to: field and office project management, estimating, general superintendence, purchasing, office expense, small hand tools, all applicable taxes (except state and local retail sales tax), bonding and insurance costs, delay, acceleration or other impact and any other costs of doing business;

5. Subcontractor's work costs shall be calculated in accordance with subparagraphs 1 through 4 above. To the total (excluding all markups for overhead and profit) shall be added 10% for the Contractor's supervision and overhead;

6. All costs of the Contractor and any subcontractor attributable to a change in the work are either specifically listed or covered by the multipliers specified in paragraphs 1 through 5 above.

**10. QUALITY**

The Contractor shall supervise and direct the work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract. The Contractor is for all purposes an independent Contractor and not an agent or employee of the District.

Unless otherwise specifically stated in the Contract, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the work within the Contract Time. Material and equipment shall be new and of a quality equal to or better than that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment of work as a whole and in part.

**11. SAFETY**

The Contractor shall maintain the work site and perform the work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction", Chapter 296-155 WAC, and "General Safety Standards", Chapter 296-24 WAC, issued by the Washington State Department of Labor and Industries.

**12. COMPLIANCE WITH LAWS AND PERMITS**

The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits relating to the conduct of the work. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary for the conduct of the work. The Contractor shall comply with Chapter 49.28 RCW, Hours of Labor. **The District has secured a King County Construction Permit and Approved Plans.**

**13. HAZARDOUS MATERIALS**

This Contract requires the exchange of hazardous materials information to prevent injury or illness to District or Contractor personnel, to comply with WISHA and WAC 296-62-054.

**13.A. AVAILABLE DOCUMENTS**

The District has available to the Contractor the following:

1. A list of all known hazardous materials in use at the District. Information on each can be obtained by reviewing the Material Safety Data Sheets (MSDS).
2. Precautions to be taken to lessen the possibility of exposure.

**13.B. THE CONTRACTOR SHALL:**

1. Notify all subcontractors and/or suppliers of any hazardous materials the District may have on site.
2. Label any hazardous materials brought on site as to contents, hazard warning, name and address of manufacturer.

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3. Provide the following written information, prior to commencement of work:

a) A list of hazardous materials to be used during the construction phase of the work, along with the MSDS's.

b) A list of any hazardous materials that have been incorporated into the project and will remain on site, along with the MSDS's.

The Contractor shall conduct its work to meet the requirements set forth in the specifications and any applicable laws or regulations related to hazardous or petroleum-contaminated materials encountered during performance of the work.

The Contractor shall give immediate notice to the District upon the discovery of any hazardous or petroleum-contaminated materials not specifically identified in the Contract Documents and proceed thereafter only as directed by the District or as set forth in the specifications. If the material proves positive as containing asbestos, such material shall be handled in compliance with WAC 296-62-077 through 296-62-07753. Hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives and other materials defined as hazardous or dangerous wastes in WAC Chapters 173-303 and 173-305.

**14. PROTECTION OF UTILITIES**

The Contractor shall protect from damage public and private utilities and irrigation encountered during the work. Prior to beginning work, the Contractor shall give proper notification as required by RCW 19.122.030 to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures. The number to call is 1-800-424-5555.

**15. WORKERS' BENEFITS**

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW, and shall furnish proof of payment if requested by the District. If any payment required by Title 50 or Title 51 is not made when due, the District may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

**16. RECORD DRAWINGS**

Upon completion of work and before requesting final inspection, provide the Project Manager with record drawings and all operation and maintenance information showing actual dimensions and locations along with changes made during construction.

**17. COMPLETION OF WORK**

The Contractor shall notify the District when it considers the work complete. If, upon inspection, the District determines that all work has been completed in accordance with the terms of this Contract, the District will accept such work, which acceptance shall be evidenced by a written letter of acceptance to the Contractor. The District shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective work, material, or equipment or from recovering damages for the same.

**18. GUARANTEE**

**18.A. REPAIRS**

For a period of 365 days after the date of acceptance of the work, the Contractor, upon notification from the District, shall promptly schedule and make all repairs to the Contractor-furnished materials, equipment and/or workmanship which may be necessary to make such materials, equipment and/or workmanship equal to that specified in the Contract.

**18.B. WARRANTY**

The Contractor shall furnish to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase by the Contractor of any equipment or materials; provided, such

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guarantee or warranty shall be in addition to those specific requirements for particular equipment or work items indicated in the specifications.

**19. NON-DISCRIMINATION**

The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.

**20. TERMINATION OF CONTRACT**

The District may terminate the Contract upon written notice to the Contractor whenever the Contractor is deemed to be in default or violates the provisions of the Contract by failing, neglecting, or refusing to proceed according to and in full compliance with the Contract Documents. Upon termination the District may exclude the Contractor from the site and shall take possession of the work and all of the materials and equipment for which the District has paid any amount on to the Contractor. The Contractor shall be entitled to payment for portions of the work satisfactorily completed prior to termination, less costs incurred by the District as a result of the Contractor's default.

The District shall have the right to terminate this Contract for any reason whatsoever by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue work unless the notice specifies otherwise. Upon such termination, the Contractor shall be paid in ordinary course of business for all work satisfactorily completed to the date of termination.

**21. INDEMNIFICATION**

To the maximum extent permitted by law and in addition to the requirements of paragraph 5, the Contractor shall be liable for all damages and injuries to property and persons, and shall indemnify and hold the District and its agents and employees harmless from all liability whatsoever for any such damages and injuries arising out of the performance of this Contract; the Contractor agrees to assume the defense of the District in any legal proceedings brought as a result of performance of this Contract and to pay all expenses, including attorneys fees and judgments; provided, that if RCW 4.24.115 applies to the work under this Contract and such damages or injuries are caused by or result from the concurrent negligence of the Contractor or its agents or employees and the District or its agents or employees, the indemnification applies only to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the District and for that purpose the Contractor specifically waives any immunity under the workers' compensation act, RCW Title 51; and the Contractor recognizes that this waiver was specifically entered into pursuant to RCW 4.24.115 and was the subject of mutual negotiation.

The Contractor agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, except to the extent of King County's sole negligence.

The Contractor agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Vashon Island School District, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, except to the extent of Vashon Island School District's sole negligence.

**22. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this contract, or subcontract the work, in whole or in part, except with the prior written consent of the District. The Contractor shall require each subcontractor to comply with the requirements of these Contract Documents. Subcontractors will not be recognized as having a direct relationship with the District, nor are subcontractors intended or incidental third-party beneficiaries to this Contract.

**23. LITIGATION**

In the event that either party shall bring suit to enforce any provision of the Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorney's fees.

VASHON PARK DISTRICT

CONTRACTOR

\_\_\_\_\_  
Tim Stapleton  
Executive Director

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**END OF SECTION**