



## EMERGENCY CONTRACTS - SEWER PUMP FAILURE AT CAMA BEACH STATE PARK

The Washington State Parks and Recreation Commission (State Parks) has established emergency service agreements with four (4) local vendors for sewer pumping services at Cama Beach State Park due to a pump failure. These agreements became effective on October 3, 2023.

In accordance with state law (RCW 39.26.130), agencies are obligated to make emergency purchases accessible for public inspection within 3 working days following the commencement of work or the execution of the contract, whichever occurs first. This information must remain accessible for the duration of the contract or for 5 working days, whichever is longer.

Additionally, as per state law (RCW 39.26.140(1)), agencies must make sole source purchases available for public inspection for a minimum of 10 working days prior to the intended contract start date.

If you would like to obtain information regarding the emergency contracts listed below, please contact Dylan Davis-Bloom, Contracts Manager at State Parks, via email: [Dylan.Davis-Bloom@parks.wa.gov](mailto:Dylan.Davis-Bloom@parks.wa.gov).

### Contracts:

- SC 325-086: Baker Septic Tank Pumping - Providing waste pumping services at Cama Beach State Park
- SC 325-087: Cascade Septic Pumping - Providing waste pumping services at Cama Beach State Park
- SC 325-088: Norsky Septic Pumping - Providing waste pumping services at Cama Beach State Park
- SC 325-089: Greenworks of Washington, LLC - Providing waste pumping services at Cama Beach State Park



Diana Dupuis  
Director

STATE OF WASHINGTON

## WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500  
TDD Telecommunications Device for the Deaf: 800-833-6388

[www.parks.wa.gov](http://www.parks.wa.gov)

October 5, 2023

Director Tara C. Smith  
Washington State Department of Enterprise Services (DES)  
Post Office Box 41401  
Olympia, WA 98504-1401

RE: Emergency Contract Memo – Sewer pump failure at Cama Beach State Park

Dear Director Smith:

The Washington State Parks and Recreation Commission (State Parks) has created emergency purchased service agreements with four (4) local vendors for sewer pumping services at Cama Beach State Park. These agreements went into effect on October 3, 2023, and they will remain valid only until a formal competitive solicitation can be posted and awarded. All vendors engaged in these agreements self-certify as small businesses and/or are in WEBS as small businesses.

State Parks needed these agreements due to a catastrophic failure of segments of the Cama Beach sewer system. Due to this failure, the system requires frequent pumping to maintain operations and prevent system overflow. While there is a statewide contract for Waste Pumping Services (01818) the contract vendors do not service Island County.

These were unforeseen circumstances, beyond the control of State Parks, presenting an immediate threat to the proper operations and essential functions of Cama Beach State Park. The sewer system failure could damage property, cultural resources and create health issues. Without these emergency interim agreements, the park would have to close until a competitive solicitation could be posted and awarded, which would require the cancellation of numerous reservations and result in a significant loss of revenue to the agency.

Prior to formalizing these agreements, State Parks staff made DES aware of the situation at hand. After excellent consultation from DES staff, State Parks moved forward to finalize the agreements, citing RCW's 39.26.130 and 39.26.125. State Parks will now post a competitive solicitation for these services that can be used at both Cama Beach SP and throughout Island County.

Questions regarding this matter can be directed to: Dylan Davis-Bloom, Contracts, Grants, and Procurement Manager, at (360) 902-8633

Sincerely,

A handwritten signature in black ink, appearing to read "Diana Dupuis". The signature is fluid and cursive, written in a professional style.

Diana Dupuis,  
Director

cc:

Mike Sternback, Deputy Director, WSPRC  
Jon Crimmins, Director Operations, WSPRC  
Laura Holmes, Director Admin Services, WSPRC  
Mark Bibeau, Chief Financial Officer, WSPRC  
Dylan Davis-Bloom, Contracts Manager, WSPRC  
Stephanie Simek, Region Manager NW, WSPRC



**Professional Services Contract – Parks Number: SC 325-086**

**Washington State Parks and Recreation Commission  
and  
Baker Septic Tank Pumping**

This Contract is made and entered into by and between Washington State Parks and Recreation Commission, hereinafter referred to as the "**State Parks**," and the below-named firm, hereinafter referred to as "**Contractor**."

**Baker Septic Tank Pumping**

Location: **5703 3rd Ave, Ferndale WA 98248-8392**

Phone: **3607084881**

Email: **phil.m@bakersepticpumping.com**

Federal TIN:

WA State UBI Number: **601-613-363**

**ACQUISITION AUTHORITY**

Currently, State Parks has the authority to enter into direct buy agreements without a competitive solicitation provided the situation being deemed as an emergency as stated in section 3(a) of RCW 39.26.130.

**PURPOSE**

The purpose of this agreement is to establish an "as needed" waste pumping services agreement from a county certified technician. This is an emergency situation due to a septic system pump failure at Cama Beach State Park. State Parks is planning to complete a solicitation for these services as soon as possible.

**SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the State Parks and the Contractor, and specific obligations of both parties.
- B. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Due to a catastrophic septic system failure, waste pumping services are now needed continually until State Parks can complete the solicitation process for such services. The contractor shall provide waste pumping services as requested by State Parks on an "as needed" basis.

**PERIOD OF PERFORMANCE**

The period of performance under this contract will be from the date of execution through July 31, 2024, unless otherwise amended in writing.

**COMPENSATION**

The contractor shall adhere to the rates stated below:

Services	Per Gallon
On-Site Dumping	\$ .45 a gallon
Off-Site Dumping	\$.57 a gallon

\*The Contractor requires a minimum charge of \$395 per visit

**BILLING PROCEDURES AND PAYMENT**

State Parks will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager.

The invoices shall describe and document, to the State Parks' satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract number at a minimum. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the State Parks within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

State Parks may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by State Parks.

**CONTRACT MANAGEMENT**

The below-identified representatives for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor's representative shall be Phil Merwin, Phone: (360) 708-4881, email: phil.m@bakersepticpumping.com.

State Parks' representative shall be Jeff Wheeler, Area Manager, Phone: (360) 387-3304, email: jeff.wheeler@parks.wa.gov.

**INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give State Parks thirty (30) calendar days advance notice of any insurance cancellation.

### **ASSURANCES**

State Parks and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

### **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Any other provision or term incorporated herein by reference or otherwise incorporated

### **ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

### **CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

### **APPROVAL**

This contract shall be subject to the written approval of State Parks' authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**THIS CONTRACT**, consisting of Twelve (12) pages and one (1) attachment, is executed by the persons signing below, who warrant they have the authority to execute the contract.

**BAKER SEPTIC TANK PUMPING**

DocuSigned by:

*Tricia Plymale*

9B0380086751486...

Signature

Manager

Title

October 3, 2023 | 12:13:37 PM PDT

Date

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

DocuSigned by:

*DD*

A9DEF15878F04B5...

Signature

Dylan Davis-Bloom  
Contracts Manager, State Parks

Title

October 3, 2023 | 1:39:01 PM PDT

Date

APPROVED AS TO FORM:

AAG Matt Kernutt /s/

08/23/2007

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "State Parks" shall mean the Washington State Parks and Recreation Commission, any division, section, office, unit, or other entity of State Parks, or any of the officers or other officials lawfully representing that State Parks.
- B. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

#### **ACCESS TO DATA**

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to State Parks, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

#### **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by State Parks.

#### **AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of State Parks.

#### **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor will be provided some information to enable it to perform its duties under this contract that may be exempt from disclosure under the Public Records Act, chapter 42.56 RCW,



or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The Contractor shall not use, disclose, or share any confidential information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of State Parks, or as may be required by law. The Contractor shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, State Parks may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, State Parks shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of State Parks provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

### **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by State Parks. State Parks shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to State Parks effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to State Parks a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to State Parks.

The Contractor shall exert all reasonable effort to advise State Parks, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

State Parks shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. State Parks shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

## **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business.

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

## **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent as follows:

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Contractor's name, address, and contract number; and
  - Be mailed to the Agent and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

## **DUPLICATE PAYMENT**

State Parks shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

## **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents or employees.

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of State Parks. The Contractor will not hold himself/herself out as or claim to be an officer or employee of State Parks or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, State Parks may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. State Parks may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by State Parks under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with State Parks. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

## **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless State Parks for any damages related to the Contractor's unauthorized use of personal information.

## **PUBLICITY**

The Contractor agrees to submit to State Parks all advertising and publicity matters relating to this contract wherein State Parks' name is mentioned, or language used from which the connection of State Parks' name may, in State Parks' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of State Parks.

## **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by State Parks, personnel duly authorized by State Parks, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

## **RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to State Parks, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

## **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, State Parks may

terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at State Parks' discretion under those new funding limitations and conditions.

### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **SITE SECURITY**

While on State Parks premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of State Parks. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as provided by law.

### **TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **TERMINATION FOR CAUSE**

In the event State Parks determines the Contractor has failed to comply with the conditions of this contract in a timely manner, State Parks has the right to suspend or terminate this contract. Before suspending or terminating the contract, State Parks shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

State Parks reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by State Parks to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of State Parks provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, State Parks may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, State Parks shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## **TERMINATION PROCEDURES**

Upon termination of this contract, State Parks, in addition to any other rights provided in this contract, may require the Contractor to deliver to State Parks any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

State Parks shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by State Parks, and the amount agreed upon by the Contractor and State Parks for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by State Parks, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of State Parks. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. State Parks may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

The rights and remedies of State Parks provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to State Parks, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case State Parks has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to State Parks and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to State Parks;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which State Parks has or may acquire an interest.

## **TREATMENT OF ASSETS**

A. Title to all property furnished by State Parks shall remain in State Parks. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed

as a direct item of cost under this contract, shall pass to and vest in State Parks upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in State Parks upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by State Parks in whole or in part, whichever first occurs.

- B. Any property of State Parks furnished to the Contractor shall, unless otherwise provided herein or approved by State Parks, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of State Parks that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any State Parks property is lost, destroyed, or damaged, the Contractor shall immediately notify State Parks and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to State Parks all property of State Parks prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

**WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of State Parks.

**END OF GENERAL TERMS AND CONDITIONS**  
/ / / / /



**Professional Services Contract – Parks Number: SC 325-087**

**Washington State Parks and Recreation Commission  
and  
Cascade Septic Pumping**

This Contract is made and entered into by and between Washington State Parks and Recreation Commission, hereinafter referred to as the "**State Parks**," and the below-named firm, hereinafter referred to as "**Contractor**."

**Cascade Septic Pumping**

Location: **3405 172<sup>nd</sup> Street NE, Ste 5-133**

Phone: **(360) 708-4881**

Email: **cascadesepticpumping@gmail.com**

Federal TIN:

WA State UBI Number: **604-709-465**

**ACQUISITION AUTHORITY**

Currently, State Parks has the authority to enter into direct buy agreements without a competitive solicitation provided the situation being deemed as an emergency as stated in section 3(a) of RCW 39.26.130.

**PURPOSE**

The purpose of this agreement is to establish an "as needed" waste pumping services agreement from a county certified technician. This is an emergency situation due to a system pump failure at Cama Beach State Park. State Parks is planning to complete a solicitation for these services as soon as possible.

**SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the State Parks and the Contractor, and specific obligations of both parties.
- B. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Due to a catastrophic septic system failure, waste pumping services are now needed continually until State Parks can complete the solicitation process for such services. The contractor shall provide waste pumping services as requested by State Parks on an "as needed" basis, subject to Contractor's availability and approval.

**PERIOD OF PERFORMANCE**

The period of performance under this contract will be from the date of execution through July 31, 2024, unless otherwise amended in writing.



**COMPENSATION**

The contractor shall adhere to the rates stated below:

Description	Est. Hours/Qty.	U/M	Rate	Total
Pump septic tank up to 1000 gal. (OFF SITE DISPOSAL)			575.00	575.00T
Pump septic tank up to 1000 gal. (ONSITE DISPOSAL)			475.00	475.00T
OVERTIME RATE PER TRIP			200.00	200.00T
Sales Tax 8.8%			8.80%	110.00

**BILLING PROCEDURES AND PAYMENT**

State Parks will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager.

The invoices shall describe and document, to the State Parks' satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract number at a minimum. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the State Parks within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

State Parks may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by State Parks.

**CONTRACT MANAGEMENT**

The below-identified representatives for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor's representative shall be Anna Neal, Phone: (425) 737-7404, email: cascadesepcticpumping@gmail.com.

State Parks' representative shall be Jeff Wheeler, Area Manager, Phone: (360) 387-3304, email: jeff.wheeler@parks.wa.gov.

**INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage, which shall be maintained in full force and effect

during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give State Parks thirty (30) calendar days advance notice of any insurance cancellation.

### **ASSURANCES**

State Parks and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

### **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Any other provision or term incorporated herein by reference or otherwise incorporated

### **ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

### **CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

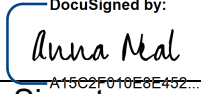
### **APPROVAL**

This contract shall be subject to the written approval of State Parks' authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**THIS CONTRACT**, consisting of Twelve (12) pages and one (1) attachment, is executed by the persons signing below, who warrant they have the authority to execute the contract.

**CASCADE SEPTIC PUMPING**

DocuSigned by:



A15C2F010E8E452...

Signature

Owner

Title

October 2, 2023 | 12:11:57 PM PDT

Date

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

DocuSigned by:



A98EF15870F84B5...

Signature

Dylan Davis-Bloom  
Contracts Manager, State Parks

Title

October 3, 2023 | 1:36:53 PM PDT

Date

APPROVED AS TO FORM:

AAG Matt Kernutt /s/  
08/23/2007

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "State Parks" shall mean the Washington State Parks and Recreation Commission, any division, section, office, unit, or other entity of State Parks, or any of the officers or other officials lawfully representing that State Parks.
- B. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

#### **ACCESS TO DATA**

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to State Parks, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

#### **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by State Parks.

#### **AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of State Parks.

#### **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor will be provided some information to enable it to perform its duties under this contract that may be exempt from disclosure under the Public Records Act, chapter 42.56 RCW,

or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The Contractor shall not use, disclose, or share any confidential information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of State Parks, or as may be required by law. The Contractor shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, State Parks may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, State Parks shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of State Parks provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

### **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by State Parks. State Parks shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to State Parks effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to State Parks a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to State Parks.

The Contractor shall exert all reasonable effort to advise State Parks, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

State Parks shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. State Parks shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

## **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business.

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

## **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent as follows:

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Contractor's name, address, and contract number; and
  - Be mailed to the Agent and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

## **DUPLICATE PAYMENT**

State Parks shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

## **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents or employees.

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of State Parks. The Contractor will not hold himself/herself out as or claim to be an officer or employee of State Parks or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, State Parks may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. State Parks may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by State Parks under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with State Parks. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

## **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless State Parks for any damages related to the Contractor's unauthorized use of personal information.

## **PUBLICITY**

The Contractor agrees to submit to State Parks all advertising and publicity matters relating to this contract wherein State Parks' name is mentioned, or language used from which the connection of State Parks' name may, in State Parks' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of State Parks.

## **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by State Parks, personnel duly authorized by State Parks, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

## **RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to State Parks, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

## **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, State Parks may



terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at State Parks' discretion under those new funding limitations and conditions.

### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **SITE SECURITY**

While on State Parks premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of State Parks. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as provided by law.

### **TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **TERMINATION FOR CAUSE**

In the event State Parks determines the Contractor has failed to comply with the conditions of this contract in a timely manner, State Parks has the right to suspend or terminate this contract. Before suspending or terminating the contract, State Parks shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

State Parks reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by State Parks to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of State Parks provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, State Parks may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, State Parks shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## **TERMINATION PROCEDURES**

Upon termination of this contract, State Parks, in addition to any other rights provided in this contract, may require the Contractor to deliver to State Parks any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

State Parks shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by State Parks, and the amount agreed upon by the Contractor and State Parks for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by State Parks, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of State Parks. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. State Parks may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

The rights and remedies of State Parks provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to State Parks, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case State Parks has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to State Parks and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to State Parks;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which State Parks has or may acquire an interest.

## **TREATMENT OF ASSETS**

A. Title to all property furnished by State Parks shall remain in State Parks. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed

as a direct item of cost under this contract, shall pass to and vest in State Parks upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in State Parks upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by State Parks in whole or in part, whichever first occurs.

- B. Any property of State Parks furnished to the Contractor shall, unless otherwise provided herein or approved by State Parks, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of State Parks that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any State Parks property is lost, destroyed, or damaged, the Contractor shall immediately notify State Parks and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to State Parks all property of State Parks prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

**WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of State Parks.

**END OF GENERAL TERMS AND CONDITIONS**  
/ / / / /



**Professional Services Contract – Parks Number: SC 325-088**

**Washington State Parks and Recreation Commission  
and  
Norsky Septic Pumping**

This Contract is made and entered into by and between Washington State Parks and Recreation Commission, hereinafter referred to as the "**State Parks**," and the below-named firm, hereinafter referred to as "**Contractor**."

**Norsky Septic Pumping**

Location: **2241 Wagner Road**

Phone: **(425) 244-7741**

Email: **yoursepticguy@gmail.com**

Federal TIN:

WA State UBI Number: **602-079-448**

**ACQUISITION AUTHORITY**

Currently, State Parks has the authority to enter into direct buy agreements without a competitive solicitation provided the situation being deemed as an emergency as stated in section 3(a) of RCW 39.26.130.

**PURPOSE**

The purpose of this agreement is to establish an "as needed" waste pumping services agreement from a county certified technician. This is an emergency situation due to a system pump failure at Cama Beach State Park. State Parks is planning to complete a solicitation for these services as soon as possible.

**SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the State Parks and the Contractor, and specific obligations of both parties.
- B. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Due to a catastrophic septic system failure, waste pumping services are now needed continually until State Parks can complete the solicitation process for such services. The contractor shall provide waste pumping services as requested by State Parks on an "as needed" basis.

**PERIOD OF PERFORMANCE**

The period of performance under this contract will be from the date of execution through July 31, 2024, unless otherwise amended in writing.

**COMPENSATION**

The contractor shall adhere to the rates stated below:

Description	Qty	Cost	Total
pump .45 per gallon	1,000	0.45	450.00T
.16 per ga	1,000	0.16	160.00T
		250.00	250.00T
pump .35 per gallon on site dumping	1,000	0.35	350.00T
Sales Tax		105.27	105.27

**BILLING PROCEDURES AND PAYMENT**

State Parks will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager.

The invoices shall describe and document, to the State Parks' satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract number at a minimum. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the State Parks within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

State Parks may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by State Parks.

**CONTRACT MANAGEMENT**

The below-identified representatives for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor's representative shall be Rudy Norsky, Phone: (425) 244-7741, Email: yousepticguy@gmail.com

State Parks' representative shall be Jeff Wheeler, Area Manager, Phone: (360) 387-3304, email: jeff.wheeler@parks.wa.gov.

**INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give State Parks thirty (30) calendar days advance notice of any insurance cancellation.

### **ASSURANCES**

State Parks and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

### **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Any other provision or term incorporated herein by reference or otherwise incorporated

### **ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

### **CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

### **APPROVAL**

This contract shall be subject to the written approval of State Parks' authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**THIS CONTRACT**, consisting of Twelve (12) pages and one (1) attachment, is executed by the persons signing below, who warrant they have the authority to execute the contract.

**NORSKY SEPTIC PUMPING**

DocuSigned by:



664727DABE05466...

Signature

Owner

Title

September 28, 2023 | 1:46:52 PM PDT

Date

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

DocuSigned by:



A9BEF15876F84B5...

Signature

Dylan Davis-Bloom  
Contracts Manager, State Parks

Title

October 3, 2023 | 1:30:57 PM PDT

Date

APPROVED AS TO FORM:

AAG Matt Kernutt /s/

08/23/2007

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "State Parks" shall mean the Washington State Parks and Recreation Commission, any division, section, office, unit, or other entity of State Parks, or any of the officers or other officials lawfully representing that State Parks.
- B. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

#### **ACCESS TO DATA**

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to State Parks, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

#### **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by State Parks.

#### **AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of State Parks.

#### **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor will be provided some information to enable it to perform its duties under this contract that may be exempt from disclosure under the Public Records Act, chapter 42.56 RCW,



or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The Contractor shall not use, disclose, or share any confidential information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of State Parks, or as may be required by law. The Contractor shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, State Parks may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, State Parks shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of State Parks provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

### **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by State Parks. State Parks shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to State Parks effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to State Parks a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to State Parks.

The Contractor shall exert all reasonable effort to advise State Parks, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

State Parks shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. State Parks shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

## **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business.

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

## **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent as follows:

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Contractor's name, address, and contract number; and
  - Be mailed to the Agent and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

## **DUPLICATE PAYMENT**

State Parks shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

## **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents or employees.

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of State Parks. The Contractor will not hold himself/herself out as or claim to be an officer or employee of State Parks or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, State Parks may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. State Parks may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by State Parks under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with State Parks. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

## **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless State Parks for any damages related to the Contractor's unauthorized use of personal information.

## **PUBLICITY**

The Contractor agrees to submit to State Parks all advertising and publicity matters relating to this contract wherein State Parks' name is mentioned, or language used from which the connection of State Parks' name may, in State Parks' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of State Parks.

## **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by State Parks, personnel duly authorized by State Parks, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

## **RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to State Parks, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

## **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, State Parks may

terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at State Parks' discretion under those new funding limitations and conditions.

### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **SITE SECURITY**

While on State Parks premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of State Parks. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as provided by law.

### **TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **TERMINATION FOR CAUSE**

In the event State Parks determines the Contractor has failed to comply with the conditions of this contract in a timely manner, State Parks has the right to suspend or terminate this contract. Before suspending or terminating the contract, State Parks shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

State Parks reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by State Parks to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of State Parks provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, State Parks may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, State Parks shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## **TERMINATION PROCEDURES**

Upon termination of this contract, State Parks, in addition to any other rights provided in this contract, may require the Contractor to deliver to State Parks any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

State Parks shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by State Parks, and the amount agreed upon by the Contractor and State Parks for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by State Parks, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of State Parks. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. State Parks may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

The rights and remedies of State Parks provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to State Parks, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case State Parks has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to State Parks and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to State Parks;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which State Parks has or may acquire an interest.

## **TREATMENT OF ASSETS**

A. Title to all property furnished by State Parks shall remain in State Parks. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed

as a direct item of cost under this contract, shall pass to and vest in State Parks upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in State Parks upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by State Parks in whole or in part, whichever first occurs.

- B. Any property of State Parks furnished to the Contractor shall, unless otherwise provided herein or approved by State Parks, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of State Parks that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any State Parks property is lost, destroyed, or damaged, the Contractor shall immediately notify State Parks and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to State Parks all property of State Parks prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the Contractor under this clause shall also include Contractor’s employees, agents, or Subcontractors.

**WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of State Parks.

**END OF GENERAL TERMS AND CONDITIONS**  
/ / / / /



**Professional Services Contract – Parks Number: SC 325-089**

**Washington State Parks and Recreation Commission  
and  
Greenworks of Washington, LLC**

This Contract is made and entered into by and between Washington State Parks and Recreation Commission, hereinafter referred to as the "**State Parks**," and the below-named firm, hereinafter referred to as "**Contractor**."

**Greenworks of Washington, LLC**

Location: **9510 271<sup>st</sup> NW, Stanwood, WA 98292**

Mailing: PO Box 2514, Stanwood, WA 98292

Phone: **(360) 913-0133**

Email: **ownership@greenworksofwa.com**

Federal TIN:

WA State UBI Number: **603-073-673**

**ACQUISITION AUTHORITY**

Currently, State Parks has the authority to enter into direct buy agreements without a competitive solicitation provided the situation being deemed as an emergency as stated in section 3(a) of RCW 39.26.130.

**PURPOSE**

The purpose of this agreement is to establish an "as needed" waste pumping services agreement from a county certified technician. This is an emergency situation due to a system pump failure at Cama Beach State Park. State Parks is planning to complete a solicitation for these services as soon as possible.

**SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the State Parks and the Contractor, and specific obligations of both parties.
- B. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Due to a catastrophic septic system failure, waste pumping services are now needed continually until State Parks can complete the solicitation process for such services. The contractor shall provide waste pumping services as requested by State Parks on an "as needed" basis.

**PERIOD OF PERFORMANCE**

The period of performance under this contract will be from the date of execution through July 31, 2024, unless otherwise amended in writing.



**COMPENSATION**

The contractor shall adhere to the rates stated below:

Description	Qty	U/M	Rate	Total
Septic Tank Pumping, minimum charge. Includes off-site disposal.	900		0.55	495.00T
Miscellaneous Other: Prevailing wage surcharge, including documentation fee.	1		46.50	46.50
Cost of filing fee through OnlineRME.com, as required by ICHD code.	1		3.30	3.30
**THIS IS A PER-TRIP CHARGE. TO BE INCURRED ON AN AS-NEEDED BASIS, WEEKEND RATE. IF CALL OUT IS RECEIVED PRIOR TO 8AM OR AFTER 5 PM, OR ON A BANKING HOLIDAY, AN ADDITIONAL FEE OF \$200.00 PER TRIP WILL BE ASSESSED. IF TANK PUMPING EXCEEDS 1,000 GALLONS PER TRIP, AN ADDITIONAL FEE WILL BE ASSESSED.**				

\*The contractor agrees to waive the credit card processing fee

**BILLING PROCEDURES AND PAYMENT**

State Parks will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager.

The invoices shall describe and document, to the State Parks' satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract number at a minimum. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the State Parks within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

State Parks may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by State Parks.

**CONTRACT MANAGEMENT**

The below-identified representatives for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor's representative shall be Martin Moe, Phone: (360) 913-0133, Email: [ownership@greenworksofwa.com](mailto:ownership@greenworksofwa.com)

State Parks' representative shall be Jeff Wheeler, Area Manager, Phone: (360) 387-3304, email: [jeff.wheeler@parks.wa.gov](mailto:jeff.wheeler@parks.wa.gov).

## **INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give State Parks thirty (30) calendar days advance notice of any insurance cancellation.

## **ASSURANCES**

State Parks and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Any other provision or term incorporated herein by reference or otherwise incorporated

## **ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

## **CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is

considered modified to conform to that statute or rule of law.

**APPROVAL**

This contract shall be subject to the written approval of State Parks' authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**THIS CONTRACT**, consisting of Twelve (12) pages and one (1) attachment, is executed by the persons signing below, who warrant they have the authority to execute the contract.

**GREENWORKS OF WASHINGTON, LLC**

DocuSigned by:  
*Martin Moe*  
F81E7335AA3B45C...

Signature

owner, Registered Member

Title

September 28, 2023 | 6:35:14 AM PDT

Date

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

DocuSigned by:  
*DD*  
A9BEF16976E84B5...

Signature

Dylan Davis-Bloom  
Contracts Manager, State Parks

Title

October 3, 2023 | 1:25:57 PM PDT

Date

APPROVED AS TO FORM:  
AAG Matt Kernutt /s/  
08/23/2007

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "State Parks" shall mean the Washington State Parks and Recreation Commission, any division, section, office, unit, or other entity of State Parks, or any of the officers or other officials lawfully representing that State Parks.
- B. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

#### **ACCESS TO DATA**

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to State Parks, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

#### **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by State Parks.

#### **AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of State Parks.

#### **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor will be provided some information to enable it to perform its duties under this contract that may be exempt from disclosure under the Public Records Act, chapter 42.56 RCW,

or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The Contractor shall not use, disclose, or share any confidential information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of State Parks, or as may be required by law. The Contractor shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, State Parks may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, State Parks shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of State Parks provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

### **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by State Parks. State Parks shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to State Parks effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to State Parks a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to State Parks.

The Contractor shall exert all reasonable effort to advise State Parks, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

State Parks shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. State Parks shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

## **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business.

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

## **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent as follows:

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Contractor's name, address, and contract number; and
  - Be mailed to the Agent and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

## **DUPLICATE PAYMENT**

State Parks shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

## **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents or employees.

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of State Parks. The Contractor will not hold himself/herself out as or claim to be an officer or employee of State Parks or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, State Parks may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. State Parks may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by State Parks under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with State Parks. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

## **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless State Parks for any damages related to the Contractor's unauthorized use of personal information.

## **PUBLICITY**

The Contractor agrees to submit to State Parks all advertising and publicity matters relating to this contract wherein State Parks' name is mentioned, or language used from which the connection of State Parks' name may, in State Parks' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of State Parks.

## **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by State Parks, personnel duly authorized by State Parks, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

## **RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to State Parks, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

## **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, State Parks may



terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at State Parks' discretion under those new funding limitations and conditions.

### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **SITE SECURITY**

While on State Parks premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of State Parks. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as provided by law.

### **TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **TERMINATION FOR CAUSE**

In the event State Parks determines the Contractor has failed to comply with the conditions of this contract in a timely manner, State Parks has the right to suspend or terminate this contract. Before suspending or terminating the contract, State Parks shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

State Parks reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by State Parks to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of State Parks provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, State Parks may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, State Parks shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## **TERMINATION PROCEDURES**

Upon termination of this contract, State Parks, in addition to any other rights provided in this contract, may require the Contractor to deliver to State Parks any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

State Parks shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by State Parks, and the amount agreed upon by the Contractor and State Parks for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by State Parks, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of State Parks. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. State Parks may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

The rights and remedies of State Parks provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to State Parks, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case State Parks has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to State Parks and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to State Parks;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which State Parks has or may acquire an interest.

## **TREATMENT OF ASSETS**

A. Title to all property furnished by State Parks shall remain in State Parks. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed

as a direct item of cost under this contract, shall pass to and vest in State Parks upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in State Parks upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by State Parks in whole or in part, whichever first occurs.

- B. Any property of State Parks furnished to the Contractor shall, unless otherwise provided herein or approved by State Parks, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of State Parks that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any State Parks property is lost, destroyed, or damaged, the Contractor shall immediately notify State Parks and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to State Parks all property of State Parks prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

**WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of State Parks.

**END OF GENERAL TERMS AND CONDITIONS**  
/ / / / /