

**Potomac-Westmoreland Shores Civic Corporation**  
**P.O. Box 251**  
**Colonial Beach, VA 22443**

**SERVICE CONTRACT**

As the successful Offeror of the 20 \_\_\_\_ Service Grounds Maintenance Contract, I agree to the following terms and conditions:

1. I will perform the noted services as an independent contractor. I acknowledge that no employee/employer relationship exists between the Potomac-Westmoreland Shores Civic Corporation(PWSCC) and myself. My work will not be subject to the supervision of any Corporate Officer, only final approval/disapproval by the Corporation's Building and Grounds Chairperson or their representative.
2. The term of this contract shall be for the period 1 April 20\_\_\_\_ through 30 November 20 \_\_\_\_ .
3. Mowing, Trimming, Debris and Litter pickup at each of the following areas:
  - A. The Corporate pier and boat ramp area located in the cul-de-sac of Avalon Drive, housed on the north and south sides by wooden fences. North side fence should extend in a straight line to riprap.
  - B. boat parking lot at the West end of Avalon Drive.
  - C. The driveway leading to and the open area surrounding the Corporate Community Building located at 762 Shore Drive.
  - D. The two (2) Westmoreland Shores beach entrances located at the Shore Drive intersections of Beach Drive and Alta Vista Drive. Each beach entrance is approximately 50 feet wide by 180 feet long.
  - E. The Potomac Shores right of way located at the intersection of Shore Drive and South Cedar Lane. This right of way is approximately 50 feet wide by 130 feet long.
  - F. The Monroe Bay right of way at the intersection of Shore Drive and Holly Vista Drive. This right of way is approximately 25 feet wide by 180 feet long and includes the ditch area.
  - G. Keep the area where there is a wooden sign board at the corner of Monroe Bay Cir and Santa Anita Dr clear of weeds, brush and overgrowth so the sign board can be seen and people can easily access it.
4. Trash collection at the following areas: (Contractor to supply trash bags)
  - A. Corporate pier and boat ramp area.
  - B. Beach accesses at the Shore Drive intersections of Beach Drive and Alta Vista Drives.

Price for 3A through 3G and 4A & 4B = \$ \_\_\_\_\_

5. Frequency:
  - A. At the start of each season contractor is expected to pickup and remove and leaves, sticks, fallen branches, other debris and liter in the area listed in 3 above.
  - B. Grass cutting and trimming will be on an "as needed" basis to maintain a neat appearance; posts, trees, any areas (posts, shrubs, trees, ditches, etc.) inaccessible to the mowers shall be trimmed with the same frequency. Generally during heavy growing season cuttings are expected once per week, with a focus on having a neat appearance for weekends (clubhouse rentals and beach goers)
  - C. Special Cuttings:
    - i. Grass will be cut and trimmed at the Corporate Community Building prior the annual meeting (1<sup>st</sup> Saturday of June)
    - ii. Grass will be cut and trimmed at the Beach Entrances preceding the Three, 3-day Holiday weekends.

D. Trash Cans shall be checked and emptied (if needed) at least once per week. On the three day weekends (Memorial Day, 4th of July and Labor Day) the trash cans should be checked and emptied the day before the start and the day after the holiday weekend. In addition, Trash in cans and surrounding the cans shall be removed the day after the 4<sup>th</sup> of July Firework display.

6. Optional Additional Work to be performed only if directed:

- A. Marina: Cutting, trimming, Clean-up and removal of the cattails, shrubs, bushes and other growth surrounding the parking area at the marina/boat ramp.
- B. Clubhouse: Cutting, Trimming, clean-up and removal of overgrowth (branches, shrubs, bushes and other growth) in the area surrounding the grass area at the Corporate Community Building.
- C. Boat Parking Lot: Cutting, Trimming, clean-up and removal of overgrowth (branches and other growth) in the area surrounding the grass area of the Trailer Parking Lot on West End of Avalon Drive.

Price for Option Item 6A: \$ \_\_\_\_\_

Price for Option Item 6B: \$ \_\_\_\_\_

Price for Option Item 6C: \$ \_\_\_\_\_

Total Price for Option Work: \$ \_\_\_\_\_

- 7. Report of maintenance requirements: If the contractor notices any maintenance requirements while performing their work they shall report them to the Building and Grounds Chairperson.
- 8. The Contractor agrees to hold the Corporation harmless for any damage to his equipment or injury that he may sustain in the performance of this contract. The attached Indemnity Agreement shall be signed and submitted with the contractor's Quote.
- 9. Insurance: Contractor must provide a certificate of Liability Insurance prior to award of this contract; Insurance must be for not less than \$250,000 and provide coverage for property damage and injury to contractor's employees. Insurance must remain in effect throughout the entire contract period.
- 10. Payment: Contractor shall submit Invoices for payment in arrears, not more often than Once per month, monthly payments may not exceed the prorated amount of the Price for Items 3 and 4 divided by 8 rounded to the nearest dollar. Invoices for Option Work (6A, 6B and 6C) may be submitted after performance.

\_\_\_\_\_  
**Contractor Signature** \_\_\_\_\_  
**Date**

**Contractor Name:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**Email :** \_\_\_\_\_

**Contract Approved and Awarded by:**

\_\_\_\_\_  
**President, PWSCC**

\_\_\_\_\_  
**Date**

## INDEMNITY AGREEMENT

**THIS INDEMNITY AGREEMENT** (the "Agreement") made as of this \_\_\_\_ (date) day  
of \_\_\_\_\_ (month) , 20 \_\_\_\_ (the "Execution Date"),

**BETWEEN:**

Potomac Westmoreland Shores Civic Corporation (PWSCC)  
of P.O. Box 251, Colonial Beach, VA 22443  
(the "Indemnitee")

OF THE FIRST PART

And (insert Contractor's name and address)

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

(the "Indemnifier")

OF THE SECOND PART

**BACKGROUND:**

1. The Indemnitee (PWSCC) desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnifiers' (\_\_\_\_\_) participation in carrying out the Grounds Maintenance Contract activities.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnifiers' participation in the Activity performed by \_\_\_\_\_ and their employees under the current year Grounds Maintenance Contract.

**IN CONSIDERATION** and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

1. **Definitions**

The following definitions apply in the Agreement:

"Activity" means the following:

Whereas any and all services necessary to satisfy the conditions of the agreed upon contract for Grounds Maintenance; and

Whereas each employee of \_\_\_\_\_ takes individual responsibility for the conduct of theirself; and

Whereas the employee acknowledges that inherent risks and potential hazards may exist while on corporate property and beach areas;

Therefore by signing this agreement the Indemnifier acknowledges, accepts and agrees to the Indemnitee, its officers' and directors' absence of liability for any loss or injury the employee may sustain through the execution of the agreed upon Grounds Maintenance Contract while on corporate property. In so doing, the Indemnifier agrees to hold the corporation harmless, its officers or directors to recover actual or perceived damages.

\_\_\_\_\_

President, PWSCC

\_\_\_\_\_

Date

\_\_\_\_\_

Contractor Signature

\_\_\_\_\_

Date

**Contractor Name:** \_\_\_\_\_

Contractor shall submit:

1. Service Contract Bid Sheet
2. Indemnity Agreement
3. Proof of Insurance