

Subject: Resolution #644 – Authorizing
Contract Award to SMS –
Superior Maintenance
Solutions LLC

Proposed Council Action:

Pass Resolution #644.

Dept. Origin: Special Projects Manager

Prepared by: Jennifer Robertson
City Attorney's Office

For Agenda of: December 20, 2016

Exhibits: Resolution #644 with
attached public works
contract

Concurred by Mayor:

Approved/form by City Atty:

Approved by City Engineer:

Approved by Department Head:

Initial & Date

JSR/12-12-16

INFORMATION / BACKGROUND

The City desires to have regular landscape maintenance service in its parks and along some city streets. For a complete description of the project, please see Exhibit A to the Public Works Contract which is attached to Resolution #644.

The City used the public bidding process for obtaining the bids for this project. Those bids were opened at the last Council meeting and SMS was selected as the lowest responsible bidder as defined by RCW 39.04.010. The contract is for a year, but may be extended in one-year increments for up to a 5-year period. The contract requires the payment of prevailing wages, so the price may be adjusted as the prevailing wage scales are adjusted over time.

A copy of the scope of work and the bid is attached to the public works contract. SMS – Superior Maintenance Solutions LLC has executed the City's contract and the Mayor seeks authorization to execute the contract on behalf of the City.

FISCAL CONSIDERATION

The estimated maximum contract price for the annual services is \$14,995 for the year, to be paid monthly, not including applicable Washington State Sales Tax.

RECOMMENDATION / MOTION

Pass Resolution #644.

MOTION: I move to approve Resolution #644 awarding the public works contract for the City annual landscape services to SMS – Superior Maintenance Solutions LLC and authorizing the Mayor to sign the agreement.

RESOLUTION NO. 644

**A RESOLUTION OF THE CITY OF RUSTON,
WASHINGTON, AWARDED A PUBLIC WORKS
CONTRACT TO SMS – SUPERIOR LANDSCAPE
MAINTENANCE, LLC FOR ON-GOING MAINTENANCE
NEEDS OF THE CITY ALONG CITY STREETS AND IN
CITY PARKS AS THE LOWEST RESPONSIBLE BIDDER,
IN ACCORDANCE WITH PUBLIC BIDDING LAWS.**

WHEREAS, the City desires to enter into an agreement for the on-going maintenance of the landscaping along City streets and in its public parks; and

WHEREAS, in compliance with public bidding laws, the City called for bids to perform this work and the City received five bids in response; and

WHEREAS, after bid opening on December 6, 2016, the City found that SMS – Superior Landscape Maintenance, LLC with a bid of \$14,995.00 per year (tax not included) is the lowest responsible bidder as defined by RCW 39.04.010; and

WHEREAS, the City Council finds it in the best interest of the City to enter into a public works contract with SMS for these services substantially in the form attached to this Resolution No. 644; **NOW, THEREFORE,**

**THE CITY COUNCIL OF THE CITY OF RUSTON HEREBY RESOLVES AS
FOLLOWS:**

Section 1. Award of Contract to Lowest Responsible Bidder. The City Council hereby awards the public works contract for the work described on Exhibit “A” to the attached Contract to SMS – Superior Landscape Maintenance, LLC as the lowest responsible bidder.

Section 2. Mayor’s Execution Authorized. The Mayor is authorized to execute the contract with SMS – Superior Landscape Maintenance, LLC substantially in the form attached hereto as Exhibit “1”.

Section 3. Direction to Clerk. In accordance with state law, after this award is made the City Clerk is directed to make the quotations open to public inspection and available by telephone inquiry or electronic request.

Section 4. Direction to Clerk. In accordance with state law, the City Clerk is directed to maintain and to post a list of all the contractors contacted and the contracts awarded under the small works roster process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. Such list shall also state the location where the bid quotations for the contracts are available for public inspection and shall be posted at least once every two months.

RESOLVED this 20th day of December, 2016.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 644

GOODS & SERVICES AGREEMENT FOR ORDINARY MAINTENANCE

Between the City of Ruston and

SMS – Super Maintenance Solutions LLC

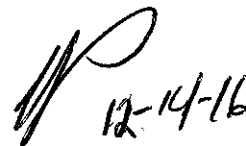
THIS AGREEMENT is made by and between the City of Ruston, a Washington municipal corporation (hereinafter the "City"), and SMS – Superior Maintenance Solutions LLC organized under the laws of the State of Washington, located and doing business at 19410 Hwy. 99, Suite A-136, Lynnwood, WA 98036 (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

The Scope of Work, along with the bid, bid clarification and maps (north and south) are attached hereto collectively as Exhibit A and incorporated herein by this reference as if set forth in full.



Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources. Vendor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed and shall be consistent with the City's Public Works Standards (Ch. 12.09 RMC).

II. CONTRACT TERM; RENEWAL.

- A. Term; Extension. The term of this Agreement shall be one (1) year, commencing January 1, 2017, and terminating December 31, 2017, unless sooner terminated as provided in Section VI, provided, that the City shall have the option to renew this Agreement for up to four additional one (1) year terms upon written notice of exercise of the option and approval of Contractor's annual cost for each year of such additional term, including adjustments for prevailing wages as described in Section IV below.
- B. Annual Level of Service. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services on an on-going basis, with 27

landscape maintenance services annually. The services under this Agreement will commence on January 1, 2017.

- C. Price Increases: The rates shown on proposal shall be consistently applied and remain firm throughout the first twelve months of the contract. If the City opts to renew and if requested by the Vendor in accordance with Section IV below, on the anniversary date of the contract, labor rates may be adjusted per WAC 296-127-01346. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed Fourteen Thousand, Nine Hundred Ninety Five Dollars (\$14,995.00) per year, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

Vendor will be paid monthly in equal payments (\$1,249.58 per month for 11 months and \$1,249.62 in the final month to even out the rounding error) for a total annual payment of \$14,995.00.

JP 12-14-16

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES.

- A. Wages of Employees. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached as Exhibit B.

- B. Agreements Exceeding One Year. In the event this Agreement is extended beyond the first year, then pursuant to WAC 296-127-01346, or hereafter amended, the City agrees to pay any increase in the current prevailing wages if and when this Contract is extended provided that the term of the Contract exceeds one year. The City further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the Contractor agrees to pay its employees the increased prevailing wage.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VI. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement.

VII. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any

defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit C attached and incorporated by this reference.

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Ruston City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement,

the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

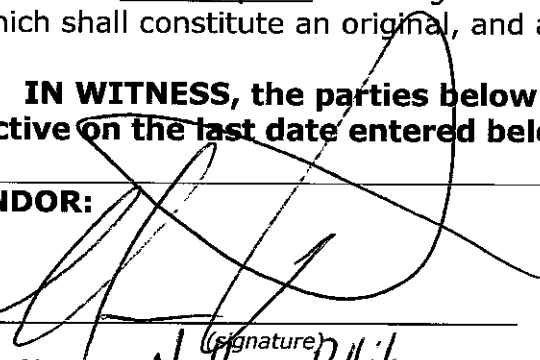
F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.


G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

VENDOR:	CITY OF RUSTON:
By: 	By: _____
(signature)	(signature)
Print Name: <u>Nathan Pettit</u>	Print Name: <u>D. Bruce Hopkins</u>
Its <u>National Account Executive SMS</u>	Its <u>Mayor</u>
(title)	
DATE: <u>12-15-16</u>	DATE: _____

<p>NOTICES TO BE SENT TO:</p> <p>VENDOR:</p> <p>SMS – Superior Maintenance Solutions LLC 19410 Hwy. 99, Suite 136-A Lynnwood, WA 98036 ATTN. Nathaniel Pettit</p> <p>855-767-7768 (telephone) 425-776-8448 (facsimile) Nate.pettit@s-m-s-services.com (Email)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF RUSTON:</p> <p>City Clerk City of Ruston 5117 N. Winnifred Street Ruston, WA 98407</p> <p>(253) 759-3544 (telephone) (253) 752-3754 (facsimile)</p>
	<p>APPROVED AS TO FORM:</p> <p></p> <p>Ruston City Attorney's Office</p>

Scope of Work Maintenance of Public Spaces

November 10, 2016

City Property Annual Maintenance (SEE MAPS FOR LOCATIONS)

Rust Park, City Hall, Winnifred St. Median, Ruston School Building

Inclusions:

1. Mow lawns as needed, for example, weekly in the summer, bi weekly in spring and fall and once a month in the winter.
2. Edge along curbs and sidewalks.
3. Haul all debris.
4. Aerate School, City Hall, Winnifred St. Park and Rust Park lawn, once per year.
5. Monitor watering needs.
6. Weed beds, and trim bushes monthly at City Hall and Ruston School.
7. Maintain ROW spaces; use weed eater or brush hog to keep foliage back 4' from sidewalk. Locations are shown on Map.

Tree Trimming Specifications

Inclusions:

1. Properly trim all trees upon City property and right of way throughout Ruston in accordance with International Society of Arboriculture Best Management Practices; Tree Pruning. This will include all street trees between the sidewalks and curb within the City limits of Ruston as shown on map, excluding Ruston Way and the Point Ruston area. Please note that no more than 25% of the crown shall be removed within an annual growing season.
2. Verify clearances from Utility lines.
3. Clean up daily. Sidewalks must remain clean and clear. Allow access for pedestrians during working hours.
4. City limits is defined as the area north-south from the South side of 54th St aka Park Ave. to the South side of 49th St. and east-west from Orchard Street to Pearl St.
5. Our count of trees and general location is shown on the Map.

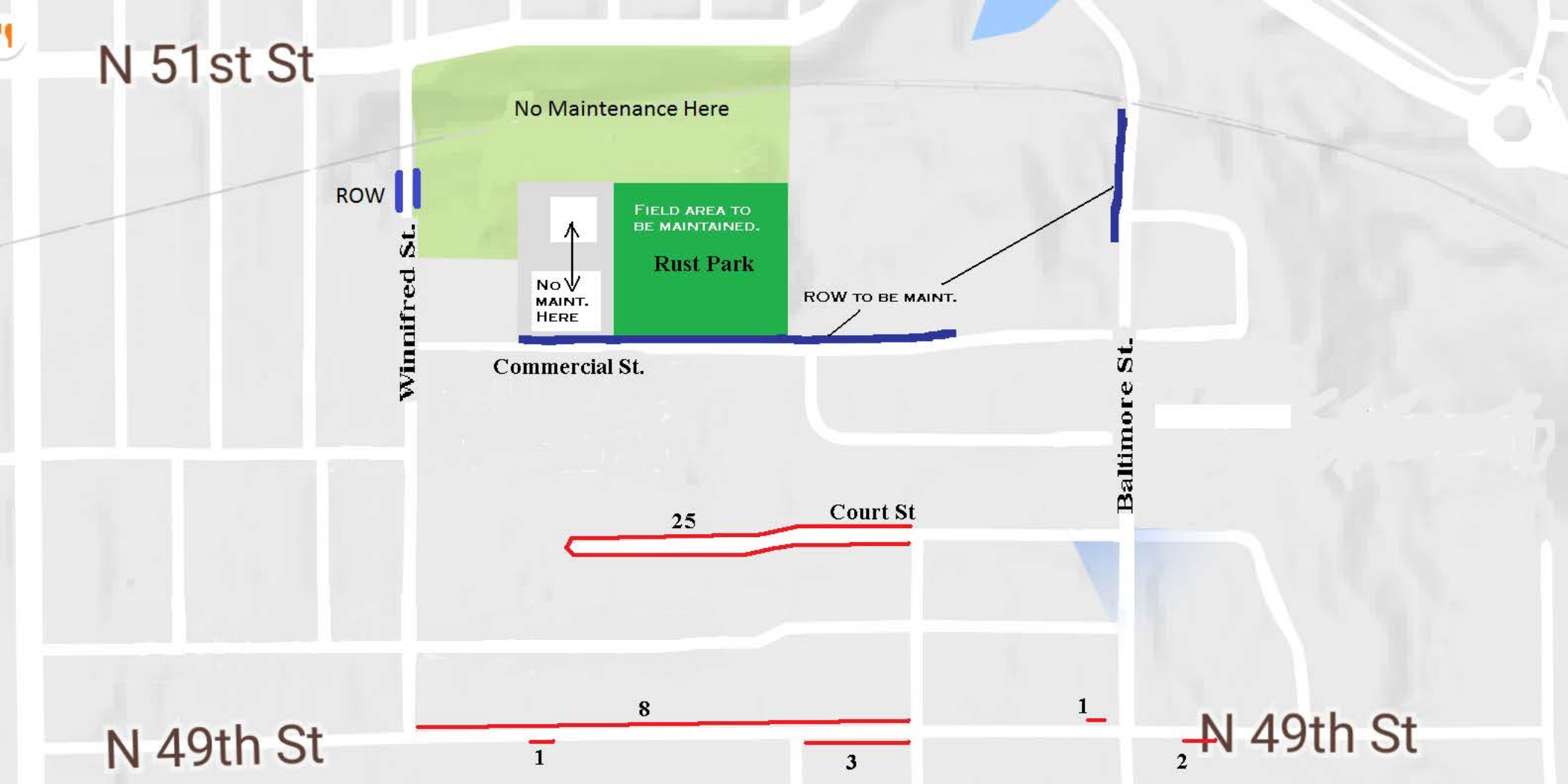
Bid Specifications

Inclusions:

1. The Contract is for a one year term with the possibility of extension.
2. Billing will be submitted monthly and will reflect 1/12th of the annual contract price.
3. Bids are due by close of business November 25, 2016.
4. The contract start date will be January 1, 2017.
5. Sign "Town of Ruston Public Works Agreement" and comply with 2012 WA DOT Standards and Ruston City standards located in the "Public Works Standards" Chapter of the Ruston Municipal Code, Chapter 12.09 RMC.
6. Provide comparable work experience if any. This is not a requirement but would help to validate your company's ability to manage this size of a project.

Exclusions:

1. Washington State Sales Tax



LEGEND:
STREET TREES **RED** [5] denotes quantity
LAWN AND GROUNDS MAINTENANCE **GREEN**
ROW MAINTENANCE **BLUE**

Exhibit A3 to Agreement

**CITY OF RUSTON SOUTH SIDE MAP
FOR BID PURPOSE OF CITY OWNED PROPERTY
MAINTENANCE CONTRACT
CONTACT: KEVIN W. MOSER 253-370-5224**

Exhibit A4 to Agreement

Landscape Maintenance Proposal (A)

**City of Ruston
Washington**

Project:

**Annual Landscape Maintenance
Rust Park, City Hall, Winnifred St. Median and
Ruston School Building**

Service Provider Information

Company Info



SMS - Superior Maintenance Solutions
19410 Hwy 99 #136A
Lynnwood, WA, 98036

P: 855-767-7768

F: 425-776-8448

www.SuperiorMaintenanceSolutions.com

**TERO APPROVED 100% PUYALLUP
TRIBAL MEMBER OWNED.**

Contact Person

Nathaniel Pettit
Regional Account
Manager

nate.pettit@s-m-s-services.com

About Us

We Solve Problems & Make Landscape Maintenance Simple

Our years of experience enable efficiencies and great pricing. Our use of the most amazing technology enables speed and accuracy in providing quotation as well as providing landscape maintenance plans that will provide you exactly what you need when you need it. The great relationship with our suppliers guarantees quality materials on time and with guaranteed quality control and our SMS – Superior Maintenance Solutions evolving team will provide consistency in delivering our promise!

Please find the enclosed proposal and do not hesitate to call us with any questions.

City of Ruston
Annual Landscape Maintenance

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

LAWN CARE

Mowing and Trimming

- Turf area will be inspected prior to mowing and all litter and debris will be removed prior to mowing.
- General turf areas will be mowed at a mowing height best suited to turf type and season. Mowing height may be increased by 25% in summer to reduce total stress on the turf.
- High quality cut will be provided by mowers with sharp cutting edges.
- Mowing will be provided weekly during the growing season or as needed to insure a healthy turf and provide a neat appearance.
- Clippings will be mulched or removed from turf area and any excess clippings will be swept or blown after each mowing.
- Trimming around trees, shrubs, sign posts and other areas within the turf not accessible by a mower will be performed using herbicides, hand labor, or monofilament line trim after every mowing. Trees are to be protected when monofilament line is used.

Edging

- All accessible areas (sidewalks, curb lines, concrete slabs, tree circles, shrub beds) will be edged as needed to maintain a neat, clean appearance approximately twice per month during the growing season.
- Dirt and debris from edging operations will be removed.
- Method of edging will be mechanical for all hard edge surfaces and monofilament line for all soft edges.

Weed Control in Turf

- Broadleaf weeds will be treated with selective herbicides as needed to address weed penetration in the turf.

TREES, SHRUBS, & GROUND COVER

Disease and Insect Control

- Periodic inspections will be made for indications of disease or infestation. Diagnosis and remedies will be communicated to the Owner/Manager with a proposal for corrective action.

Pruning

- Trees and shrubs that do not exceed 15' in height will be pruned to maintain natural shape and balance. Diseased and damaged growth will be removed.
- Deciduous trees will be pruned as needed during winter dormancy to provide natural shape and habit. Evergreen trees will be pruned in summer or as needed. All pruning debris will be removed from the site.
- Ground cover and shrubs will be trimmed or sheared from March through September to maintain natural shape and function as needed to provide the desired appearance. Ground covers will be trimmed to maintain a clear edge along the boundaries of desired growth. Resulting debris will be removed from site.
- All shrubs will be maintained in the shape and appearance that existed when the Contractor acquired the site unless otherwise agreed upon by Addendum.

Weed Control

- Beds will be raked where no groundcover exists to maintain a neat and clean appearance.
- Planter Beds will be weeded by hand as needed to maintain a neat and clean appearance. Pre-emergent herbicides will be applied two times per year in all open bed areas to assist in bed weed control.

GENERAL MAINTENANCE

Leaf Collection

- Removal of leaves from lawns, planter beds and walkways will be completed throughout the year as needed to maintain a clean appearance. Within the boundaries of developed landscape areas, major fall leaf removal will be provided on an ongoing basis until leaf drop is complete. Undeveloped areas will be left natural unless the Owner/Manager requests a specific clean-up of the area.

Hard Surfaces

- All walks, patios, driveways and entries will be mechanically cleaned of gardening debris resulting from Contractor's landscaping activities.
- Hard surfaces will be inspected for crack weeds, chemically sprayed then removed manually.

Litter Control and General Inspection

- During each visit, all maintained landscape areas within the scope of this contract will be policed for litter and debris. Any improprieties should be brought to the attention of the client or their representative.

Replacement of Plants

Dead plants and those in a state of decline will be brought to the client's attention immediately. Replacements must be accepted by and paid for by the client unless replacement is caused by Contractor's negligence or a prior agreement is binding.



Price Breakdown: The City of Ruston

Item	Description	Cost
1	Landscape Maintenance 27 services annually.	\$535.00 per service
2	Edge along curbs and sidewalks	Included
3	Haul all debris	Included
4	Monitoring all watering needs of listed areas	Included
5	Weed beds, trim bushes monthly at City Hall and Ruston School	Included
6	Maintain ROW spaces to 4' from sidewalks	Included
7	Blow all hard surfaces including sidewalks	Included
8	Annual aerate School, City Hall, Winnifred St Park and Rust Park Lawn	\$550.00

Total Annual Cost \$14,995.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated. Contract is for a 12 month period beginning January 1st 2017. Payments are to be made Monthly and will reflect 1/12 of the annual contract price.

We understand that if any additional work is required different than stated in this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Payment Terms

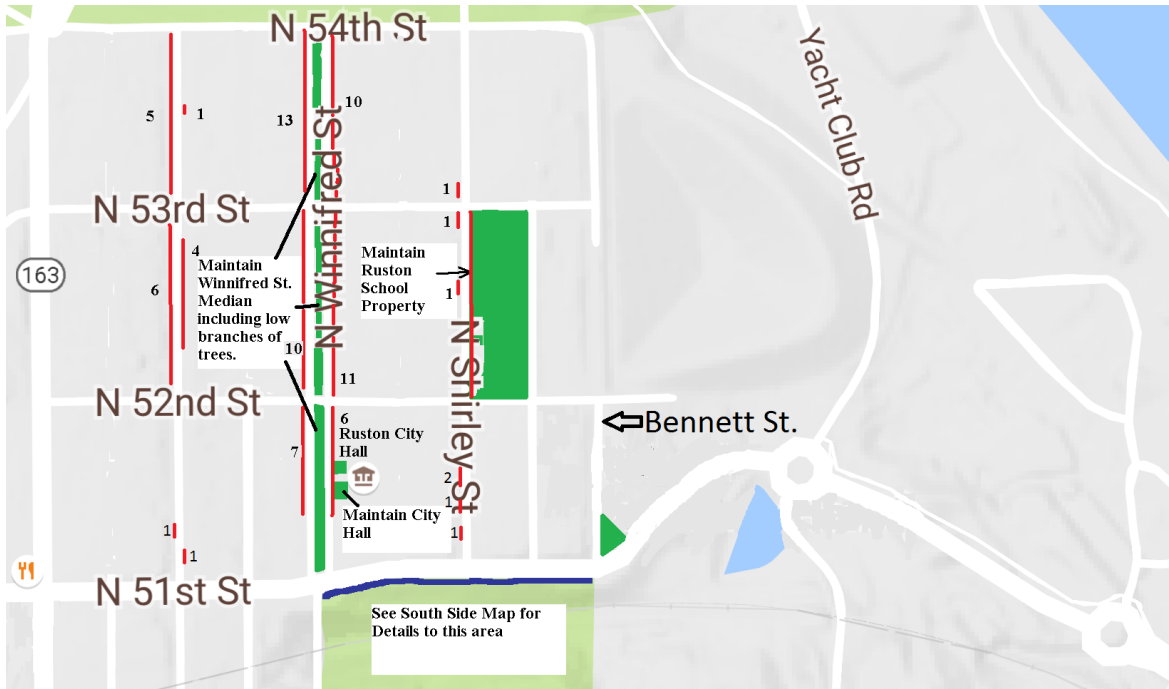
I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Kevin W. Moser
City of Ruston
253-370-5224
kevinm@rustonwa.org

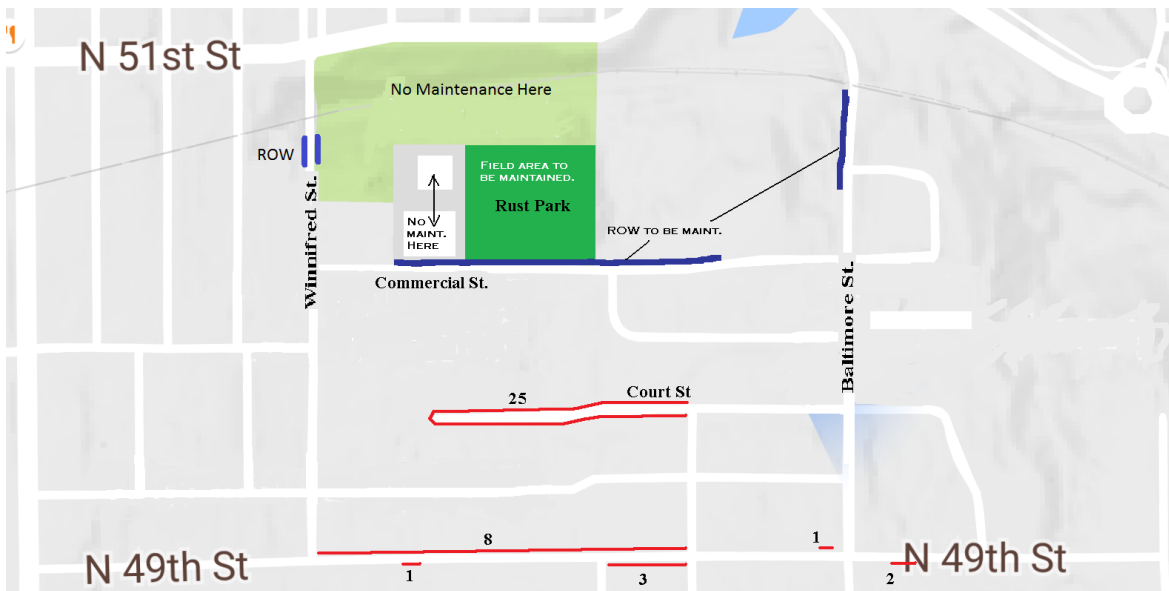
Nathaniel Pettit / Regional Manager
nate.pettit@s-m-s-services.com

SMS - Superior Maintenance Solutions
19410 Hwy 99 #136A
Lynnwood, WA, 98036
P: 855-767-7768
www.SuperiorMaintenanceSolutions.com



LEGEND:
 STREET TREES RED [5] denotes quantity
 LAWN AND GROUNDS MAINTENANCE GREEN
 ROW MAINTENANCE BLUE

CITY OF RUSTON NORTH SIDE
 MAP FOR BID PURPOSE OF ROW
 MAINTENANCE CONTRACT
 CONTACT: KEVIN MOSER 253-370-5224



LEGEND:
 STREET TREES RED [5] denotes quantity
 LAWN AND GROUNDS MAINTENANCE GREEN
 ROW MAINTENANCE BLUE

CITY OF RUSTON SOUTH SIDE MAP
 FOR BID PURPOSE OF CITY OWNED PROPERTY
 MAINTENANCE CONTRACT
 CONTACT: KEVIN W. MOSER 253-370-5224

11/29/16

Hello Kevin,

Thank you for taking the time to discuss the Ruston Annual Landscaping contract. Per our conversation here is the additional requested information.

Service Schedule Breakdown:

- **Winter**- December, January, February = 1 visit per month / 3
- **Spring**- March, April, May = 2 visits per month / 6
- **Summer**- June, July, August = 4 visits per month / 12
- **Fall** – September, October, November = 2 visits per month / 6

Totaling 27 Annual Visits

Landscape References:

- Walmart- 11 locations- 2008-present- \$450,000.00 annual contract- Contact/Penny White [800-925-6278](tel:800-925-6278)
- Home Street bank- 8 locations- 2010-present -\$122,350.00 annual contract- Contact/Kevin Smith [800-719-8080](tel:800-719-8080)
- City of Mt. Vernon- 30 locations- 2010-present- \$90,500.00 annual contract- Contact/Michele Myers [360-336-6204](tel:360-336-6204)
- City of Benton- 8 locations- 2016-present - \$89,148.00 annual contract – Contact/Dan Waggoner [509-222-3704](tel:509-222-3704)
- City of Maple Valley- ROW- 2016-present - \$109,000.00 annual contract – Contact/Gary Kennison [425-413-8800](tel:425-413-8800)
- Westgate Chapel- 1 location- 2009-present -\$26,240.00 annual contract -Contact/Jamie Smith [425-775-2776](tel:425-775-2776)

Will there be an option to renew the annual contract at the end on 2017 service?

Please feel free to contact me with any additional questions!!

Sincerely

-Nathaniel Pettit

nate.pettit@s-m-s-services.com

[425-615-2156](tel:425-615-2156)

**EXHIBIT B TO AGREEMENT BETWEEN
CITY OF RUSTON AND SMS – SUPERIOR MAINTENANCE SERVICES LLC**

State Prevailing Wages Effective December 8, 2016

(WAC 296-127-01346)

Journey Level Wages

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Pierce	Landscape Construction	Irrigation Or Lawn Sprinkler Installers Landscape Equipment Operators Or	\$17.07		1	
Pierce	Landscape Construction	Truck Drivers	\$14.55		1	
Pierce	Landscape Construction	Landscaping Or Planting Laborers	\$17.07		1	

**EXHIBIT C TO AGREEMENT BETWEEN
CITY OF RUSTON AND SMS – SUPERIOR MAINTENANCE SERVICES LLC**

**INSURANCE REQUIREMENTS FOR
CONSTRUCTION AND SERVICE CONTRACTS**

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.