

Subject: Resolution #655 – Authorizing Contract Award to TLC – Total Landscape Corporation

Proposed Council Action:

Pass Resolution #655.

Dept. Origin: Special Projects Manager

Prepared by: Jennifer Robertson
City Attorney's Office

For Agenda of: June 6, 2017

Exhibits: Resolution #655 with attached public works contract

Initial & Date

Concurred by Mayor: _____

Approved/form by City Atty: JSR/5-24-17

Approved by City Engineer: _____

Approved by Department Head: _____

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 the Scope of Work attached to the Public Works Contract which is attached to Resolution #655. The City had previously awarded a landscape maintenance contract in December of 2016 (Resolution No. 644), however, that vendor failed to fulfill the obligations required under the Scope of Work and the Public Works Contract and was terminated.

The City used the small works roster public bidding process for obtaining the bids for this project. Those bids were opened on May 17, 2017. Six bids were received, the tabulation is as follows:

2017 Landscape Maintenance Bids		
	Contractor	Total Bid amount Monthly
1	T.L.C.	\$18,895.00 \$1,574.58
2	At Work	\$21,204.00 \$1,767.00
3	ALS	\$21,300.00 \$1,775.00
4	Blue Sky	\$27,000.00 \$2,250.00
5	Westgro	\$28,299.00 \$2,358.25
6	FMC	\$30,000.00 \$2,500.00

TLC – Total Landscape Corporation was 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. TLC – Total Landscape Corporation 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 \$18,895 for the year, to be paid monthly, not including applicable Washington State Sales Tax.

RECOMMENDATION / MOTION

Pass Resolution #655.

MOTION: I move to approve Resolution #655 awarding the public works contract for the City annual landscape services to TLC – Total Landscape Corporation and authorizing the Mayor to sign the agreement.

RESOLUTION NO. 655

**A RESOLUTION OF THE CITY OF RUSTON,
WASHINGTON, AWARDING A PUBLIC WORKS
CONTRACT TO TLC - TOTAL LANDSCAPE
CORPORATION 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 under the small works roster process to perform this work and the City received six bids in response; and

WHEREAS, after bid opening on May 16, 2017, the City found that TLC – Total Landscape Corporation with a bid of \$18.895.00 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 TLC for these services substantially in the form attached to this Resolution No. 655; **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 “1” to the attached Contract to TLC – Total Landscape Corporation as the lowest responsible bidder.

Section 2. Mayor’s Execution Authorized. The Mayor is authorized to execute the contract with TLC – Total Landscape Corporation in 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 6th day of June, 2017.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 655

**GOODS & SERVICES AGREEMENT
FOR
ORDINARY MAINTENANCE**

**Between the City of Ruston
and
Total Landscape Corporation (TLC)**

THIS AGREEMENT is made by and between the City of Ruston, a Washington municipal corporation (hereinafter the "City"), and Total Landscape Corporation ("TLC") organized under the laws of the State of WA, located and doing business at 6013 238th Street SE, Woodinville WA 98072 (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 June 1, 2017, and terminating May 31, 2018, 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 Vendor'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 June 7, 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 Eighteen Thousand Eight Hundred Ninety Five dollars per year (\$18,895.00), excluding 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 (\$1,574.58 per month for 11 months and \$1,574.62 for the 12th month) for a total annual payment of \$18,895.00.

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 Vendor 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 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 Vendor, its agents, representative, employees or subcontractors.

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor 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. Vendor 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, stop gap liability, independent contractors, products-completed operations, 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. 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 Vendor'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.
4. Builders Risk insurance covering interests of the City, the Vendor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Vendor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Vendor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Vendor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Vendor 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 a \$2,000,000 products- completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Vendor's insurance coverage 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 Vendor's insurance and shall not contribute with it.
2. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Vendor's Insurance For Other Losses. The Vendor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Vendor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Vendor, or the Vendor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Vendor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages

caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

G. Verification of Coverage. Vendor 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 Automobile Liability and Commercial General Liability insurance of the Vendor before commencement of the work. Before any exposure to loss may occur, the Vendor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

H. Subcontractors. Vendor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Vendor (with the exception of Builders Risk insurance). Upon request the City, the Vendor shall provide evidence of such insurance.

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: By: _____ (signature) Print Name: _____ Its _____ (title) DATE: _____	CITY OF RUSTON: By: _____ (signature) Print Name: <u>D. Bruce Hopkins</u> Its _____ Mayor DATE: _____
NOTICES TO BE SENT TO: VENDOR: Edward J. Manickam Total Landscape Corporation 6013 238 th Street SE Woodinville WA 98072 425-766-4760 office 425-338-3584 fax	NOTICES TO BE SENT TO: CITY OF RUSTON: City Clerk City of Ruston 5117 N. Winnifred Street Ruston, WA 98407 (253) 759-3544 (telephone) (253) 752-3754 (facsimile)

APPROVED AS TO FORM:



Ruston City Attorney's Office

Scope of Work Maintenance of Public Spaces

May 1, 2017

City Property Annual Maintenance (SEE MAPS FOR LOCATIONS)

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

Inclusions:

1. Mow lawns. **See “Service Schedule” #8 of Bid Specifications.**
2. Edge along curbs, sidewalks, and planter areas. Use a bladed edger along hard surfaces.
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.

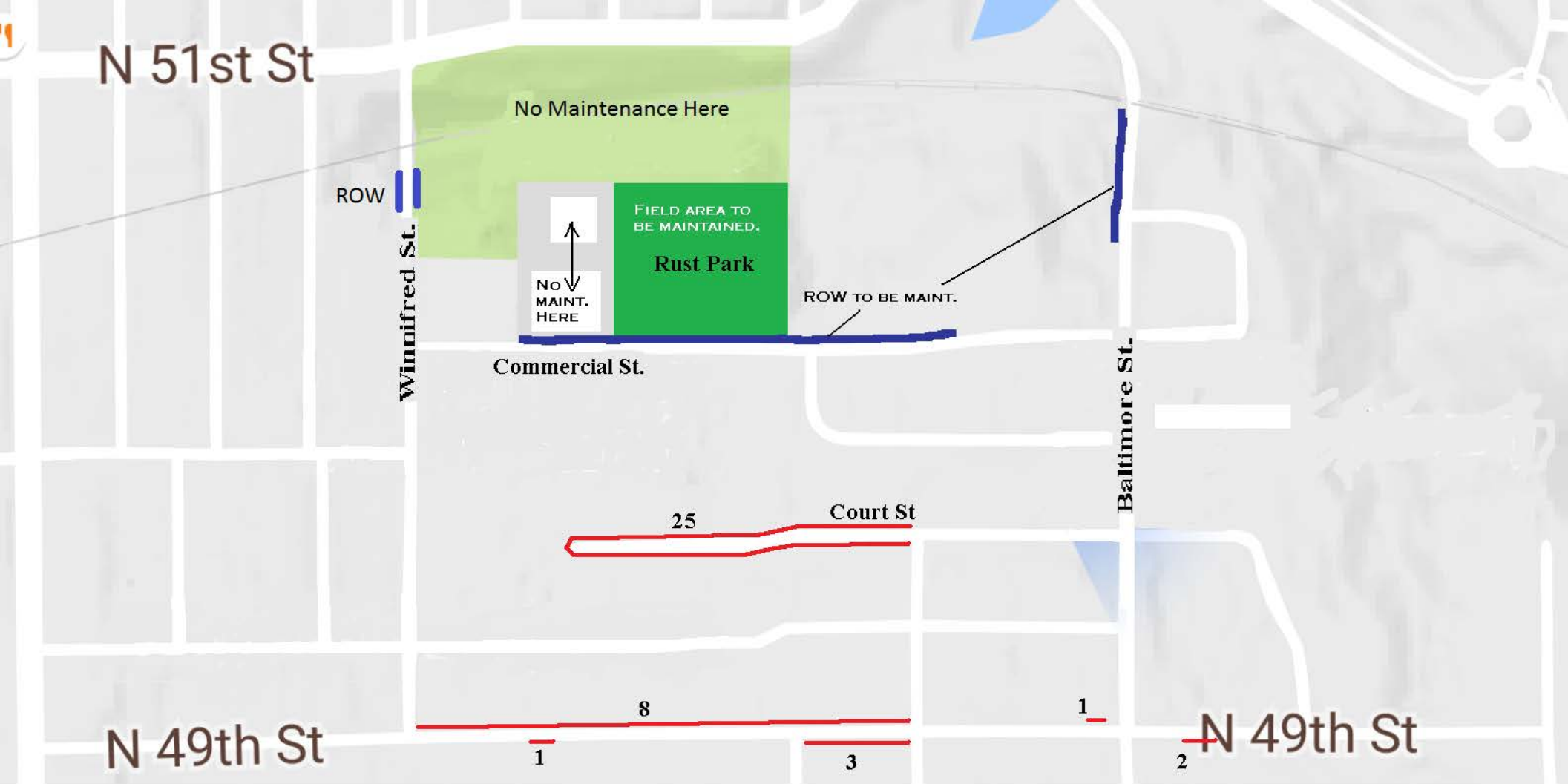
Bid Specifications

Inclusions:

1. The Contract is for a one year term with an option to extend the contract depending on performance.
2. Billing will be submitted monthly and will reflect 1/12th of the annual contract price.
3. Bids are due by close of business May 15, 2017. Official Bid award date will be June 6, 2017.
4. The contract start date will be June 7, 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.
7. Service Schedule:
 - **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

Exclusions:

1. Washington State Sales Tax



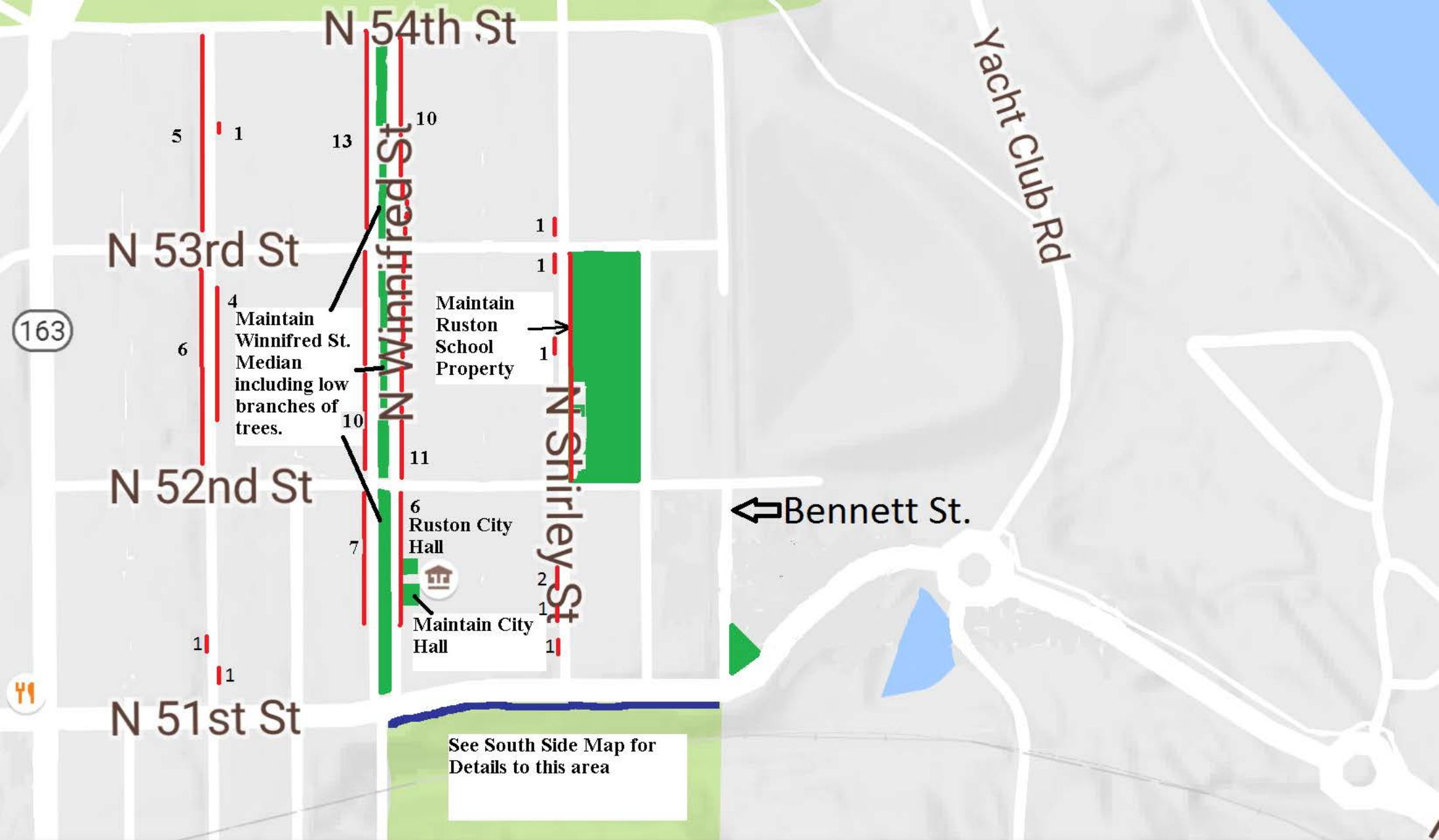
LEGEND:

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**





May, 12th 2017.

**Kevin W. Mosser
City of Ruston**

RE: Proposal for City Property Annual Maintenance - Rust Park, City Hall, Winnifred St. Median, Ruston School Building

Mr. Kevin

We thank you for inviting us to submit this bid for the landscape maintenance for the various sites in the City of Ruston.

The annual cost for the maintenance of the sites as referenced in the RFP would be \$18,895. No sales included.

The Scope of this section of work would include all the sections of work as listed below at the frequency as specified in the RFP.

1. Mow lawns. As per the frequency in the Bid specifications.
2. Edge along curbs, sidewalks, and planter areas. Use a bladed edger along hard surfaces.
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.

MAINTENANCE • INSTALLATION • IRRIGATION • DRAINAGE • CONSULTING

6013 238th Street SE • Woodinville, WA 98072 • 888-485-2435 • (fax) 425-338-3583
www.totallandscape.net

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.

Service Schedule:

- **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

Again, we want to thank you for including us in this bidding process, and we look forward to the opportunity to work with you and the City of Ruston.



Edward J Manickam
President
Total Landscape Corporation
425-766-4760

Company information and similar work experience attached in the following page

Company Information and Experience:

Total Landscape Corporation has been in the business of landscape maintenance for 30 years. We are a full-service landscape company providing a variety of services to include:

- Landscape maintenance, design and Installation.
- Irrigations systems design, installation and maintenance
- Arborist consultation and services.
- Arborist supervised tree management for urban streetscapes and parks
- Enhanced Arborist services to include – Risk tree Assessment, Tree removal and revegetation.
- Enhanced Risk tree assessment using Tomography and Resistograph.
- Installation of retaining wall structures
- Repair and installation of small sections of hardscapes
- Wetland mitigation and maintenance
- Installation of rain gardens

We have 26 years of experience maintaining streetscapes and parks for a variety of municipalities, cities and governmental and state agencies. I have listed some of the sites that we currently maintain that are similar in scope of this RFP below.

Streetscapes and parks at:

1. City of Bellevue
2. City of Everett
3. City of Mukilteo
4. City of Seattle
5. Sound transit
6. Community transit
7. JBLM – Ft. Lewis
8. JBLM – McChord

If you need any references for these sites that we maintain, please let me know and I will furnish them to you.

**GOODS & SERVICES AGREEMENT
FOR
ORDINARY MAINTENANCE**

**Between the City of Ruston
and
Total Landscape Corporation (TLC)**

THIS AGREEMENT is made by and between the City of Ruston, a Washington municipal corporation (hereinafter the "City"), and Total Landscape Corporation ("TLC") organized under the laws of the State of WA, located and doing business at 6013 238th Street SE, Woodinville WA 98072 (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 June 1, 2017, and terminating May 31, 2018, 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 Vendor'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 June 7, 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 Eighteen Thousand Eight Hundred Ninety Five dollars per year (\$18,895.00), excluding 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 (\$1,574.58 per month for 11 months and \$1,574.62 for the 12th month) for a total annual payment of \$18,895.00.

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 Vendor 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 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 Vendor, its agents, representative, employees or subcontractors.

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor 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. Vendor 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, stop gap liability, independent contractors, products-completed operations, 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. 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 Vendor'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.
4. Builders Risk insurance covering interests of the City, the Vendor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Vendor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Vendor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Vendor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Vendor 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 a \$2,000,000 products- completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Vendor's insurance coverage 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 Vendor's insurance and shall not contribute with it.
2. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Vendor's Insurance For Other Losses. The Vendor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Vendor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Vendor, or the Vendor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Vendor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages

caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

G. Verification of Coverage. Vendor 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 Automobile Liability and Commercial General Liability insurance of the Vendor before commencement of the work. Before any exposure to loss may occur, the Vendor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

H. Subcontractors. Vendor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Vendor (with the exception of Builders Risk insurance). Upon request the City, the Vendor shall provide evidence of such insurance.

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.

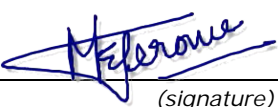
F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

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: By:  _____ (signature) Print Name: <u>Edward J Manickam</u> Its <u>President</u> (title) DATE: <u>May 31st, 2017</u>	CITY OF RUSTON: By: _____ (signature) Print Name: <u>D. Bruce Hopkins</u> Its <u>Mayor</u> DATE: _____
NOTICES TO BE SENT TO: VENDOR: Edward J. Manickam Total Landscape Corporation 6013 238 th Street SE Woodinville WA 98072 425-766-4760 office 425-338-3584 fax	NOTICES TO BE SENT TO: CITY OF RUSTON: City Clerk City of Ruston 5117 N. Winnifred Street Ruston, WA 98407 (253) 759-3544 (telephone) (253) 752-3754 (facsimile)

APPROVED AS TO FORM:



Ruston City Attorney's Office

Scope of Work Maintenance of Public Spaces

May 1, 2017

City Property Annual Maintenance (SEE MAPS FOR LOCATIONS)

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

Inclusions:

1. Mow lawns. **See “Service Schedule” #8 of Bid Specifications.**
2. Edge along curbs, sidewalks, and planter areas. Use a bladed edger along hard surfaces.
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.

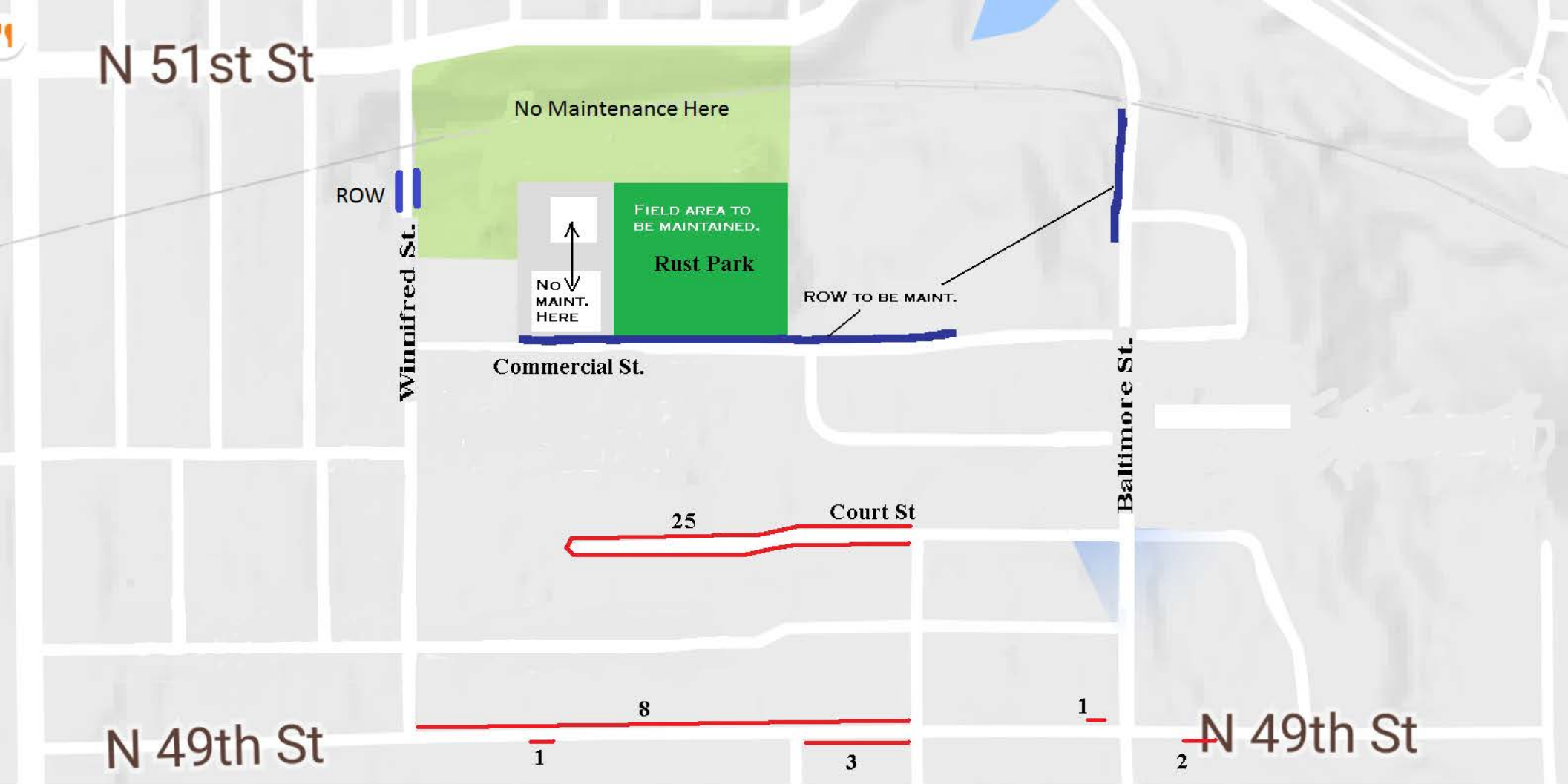
Bid Specifications

Inclusions:

1. The Contract is for a one year term with an option to extend the contract depending on performance.
2. Billing will be submitted monthly and will reflect 1/12th of the annual contract price.
3. Bids are due by close of business May 15, 2017. Official Bid award date will be June 6, 2017.
4. The contract start date will be June 7, 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.
7. Service Schedule:
 - **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

Exclusions:

1. Washington State Sales Tax



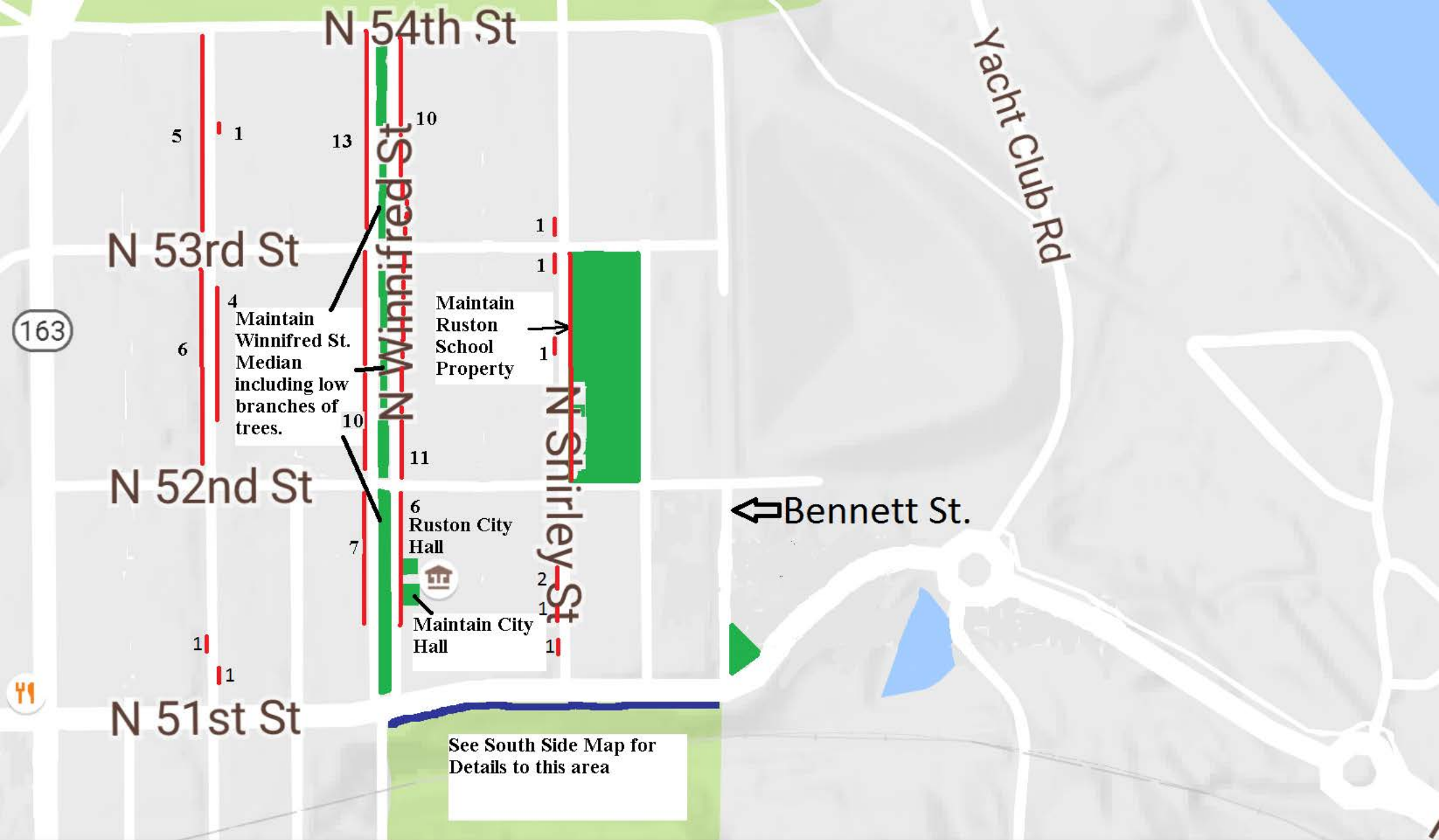
LEGEND:

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**



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**



May, 12th 2017.

**Kevin W. Mosser
City of Ruston**

RE: Proposal for City Property Annual Maintenance - Rust Park, City Hall, Winnifred St. Median, Ruston School Building

Mr. Kevin

We thank you for inviting us to submit this bid for the landscape maintenance for the various sites in the City of Ruston.

The annual cost for the maintenance of the sites as referenced in the RFP would be \$18,895. No sales included.

The Scope of this section of work would include all the sections of work as listed below at the frequency as specified in the RFP.

1. Mow lawns. As per the frequency in the Bid specifications.
2. Edge along curbs, sidewalks, and planter areas. Use a bladed edger along hard surfaces.
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.

MAINTENANCE • INSTALLATION • IRRIGATION • DRAINAGE • CONSULTING

6013 238th Street SE • Woodinville, WA 98072 • 888-485-2435 • (fax) 425-338-3583
www.totallandscape.net

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.

Service Schedule:

- **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

Again, we want to thank you for including us in this bidding process, and we look forward to the opportunity to work with you and the City of Ruston.



Edward J Manickam
President
Total Landscape Corporation
425-766-4760

Company information and similar work experience attached in the following page

Company Information and Experience:

Total Landscape Corporation has been in the business of landscape maintenance for 30 years. We are a full-service landscape company providing a variety of services to include:

- Landscape maintenance, design and Installation.
- Irrigations systems design, installation and maintenance
- Arborist consultation and services.
- Arborist supervised tree management for urban streetscapes and parks
- Enhanced Arborist services to include – Risk tree Assessment, Tree removal and revegetation.
- Enhanced Risk tree assessment using Tomography and Resistograph.
- Installation of retaining wall structures
- Repair and installation of small sections of hardscapes
- Wetland mitigation and maintenance
- Installation of rain gardens

We have 26 years of experience maintaining streetscapes and parks for a variety of municipalities, cities and governmental and state agencies. I have listed some of the sites that we currently maintain that are similar in scope of this RFP below.

Streetscapes and parks at:

1. City of Bellevue
2. City of Everett
3. City of Mukilteo
4. City of Seattle
5. Sound transit
6. Community transit
7. JBLM – Ft. Lewis
8. JBLM – McChord

If you need any references for these sites that we maintain, please let me know and I will furnish them to you.