

**Subject:** Resolution #709 – Authorizing Contract Award to American Landscape Services, LLC (“ALS”) for Ordinary Landscape Maintenance

**Proposed Council Action:**

Pass Resolution #709.

**Dept. Origin:** Special Projects Manager

**Prepared by:** Jennifer Robertson  
 City Attorney’s Office

**For Agenda of:** February 18, 2020

**Exhibits:** Resolution #709 with attached contract

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved/form by City Atty:** JSR/2-12-20

**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 an exhibit to the Contract attached Resolution #709. The City had previously awarded a landscape maintenance contracts. The most recent contract had increased in price substantially, so the City sought bids as it expired at the end of 2019.

The City used the small works roster public bidding process for obtaining the bids for this project. Five contractors were solicited, including our current provider. The City received three bids with American Landscape Services being the lowest responsibility bidder as defined by RCW 39.04.010 with an annual price of \$21,120.00. This is less than the City had been recently paying. The contract is for a year but may be extended by four 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. ALS 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 \$21,120.00 for the year, to be paid monthly.

**RECOMMENDATION / MOTION**

Pass Resolution #709.

MOTION: I move to approve Resolution #709 awarding the public works contract for the City annual landscape services to American Landscape Services LLC and authorizing the Mayor to sign the agreement.

**RESOLUTION NO. 709**

**A RESOLUTION OF THE CITY OF RUSTON, WASHINGTON, AWARDED A PUBLIC WORKS CONTRACT TO AMERICAN LANDSCAPE SERVICES, 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.**

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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 three bids in response; and

WHEREAS, after bid opening the City found that American Landscape Services, LLC (“ALS”) with a bid of \$21,120.00 per year 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 ALS for these services substantially in the form attached to this Resolution No. 709; **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 American Landscape Services, Inc. (“ALS”) as the lowest responsible bidder.

**Section 2. Mayor’s Execution Authorized.** The Mayor is authorized to execute the contract with ALS in substantially in the form attached hereto as Exhibit “1”. The Mayor is further

authorized to execute any of the optional extensions of this Agreement if deemed in the City's best interest and there are adequate monies budgeted.

**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 18th day of March, 2020.

APPROVED:

\_\_\_\_\_  
Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_

PASSED BY THE CITY COUNCIL: \_\_\_\_\_

RESOLUTION NO.: 709

**GOODS & SERVICES AGREEMENT  
FOR  
ORDINARY MAINTENANCE**

**Between the City of Ruston  
and  
American Landscape Services, LLC**

THIS AGREEMENT is made by and between the City of Ruston, a Washington municipal corporation (hereinafter the "City"), and American Landscape Services, LLC ("ALS") organized under the laws of the State of WA, located and doing business 8836 Steilacoom Rd. SE, Olympia WA 98513, 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 Ruston Scope of Work dated January 30, 2020, 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 March 1, 2020, and terminating February 28, 2021, 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, per the scope of work provided. The services under this Agreement will commence on March 1, 2020.

- 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 Twenty One Thousand One Hundred Twenty dollars per year (\$21,120.00), 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 (\$1,760 per month) for a total annual payment of \$21,120.00.

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.
- 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 B 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.

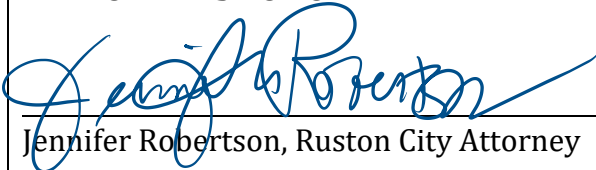
H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance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

<p><b>VENDOR:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____  <i>(title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF RUSTON:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>D. Bruce Hopkins</u></p> <p>Its <u>Mayor</u></p> <p>DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>VENDOR:</b></p> <p>American Landscape Services LLC  P.O. Box 8327  Lacey, WA 98509-8327</p> <p>Office (360) 923-2224  Fax (360) 923-1617</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF RUSTON:</b></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><b>ATTEST:</b></p>  <p>_____  Judy Grams, Ruston City Clerk</p> <p><b>APPROVED AS TO FORM:</b></p> <p>  _____  Jennifer Robertson, Ruston City Attorney</p>

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City Property Annual Maintenance (SEE MAPS FOR LOCATIONS)

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

General

**Inclusions:**

1. Mow lawns and ROW's. 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. Use a bladed edger along hard surfaces.

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 54<sup>th</sup> St aka Park Ave. to the South side of 49<sup>th</sup> 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

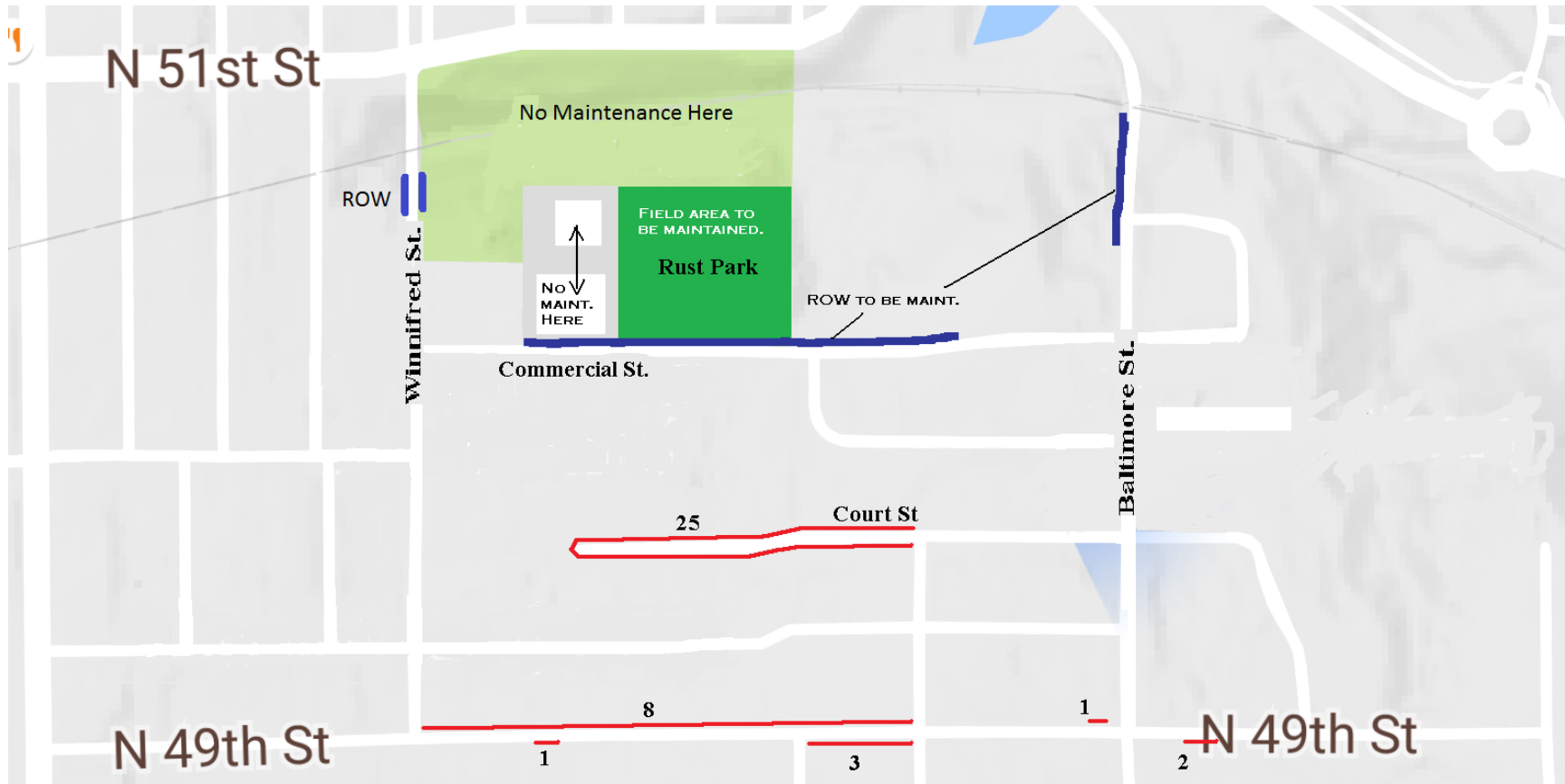
**Inclusions:**

1. The Contract is for the year of 2020 with an option to extend the contract depending on performance.
2. Billing will be submitted monthly and will reflect 1/10<sup>th</sup> of the annual contract price.
3. Bids are due by close of business February 10, 2020. Official Bid award date will be February 19, 2020.
4. The contract start date will be March 1, 2020.
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. No third party bids, or outsourcing of work.
8. Service Schedule:
  - **Winter**- December, January, February = 1 visit per month / 3
  - **Spring**- March, April, May = 4 visits per month / 12
  - **Summer**- June, July, August = 4 visits per month / 12
  - **Fall** – September, October, November = 3 visits per month / 9

**Exclusions:**

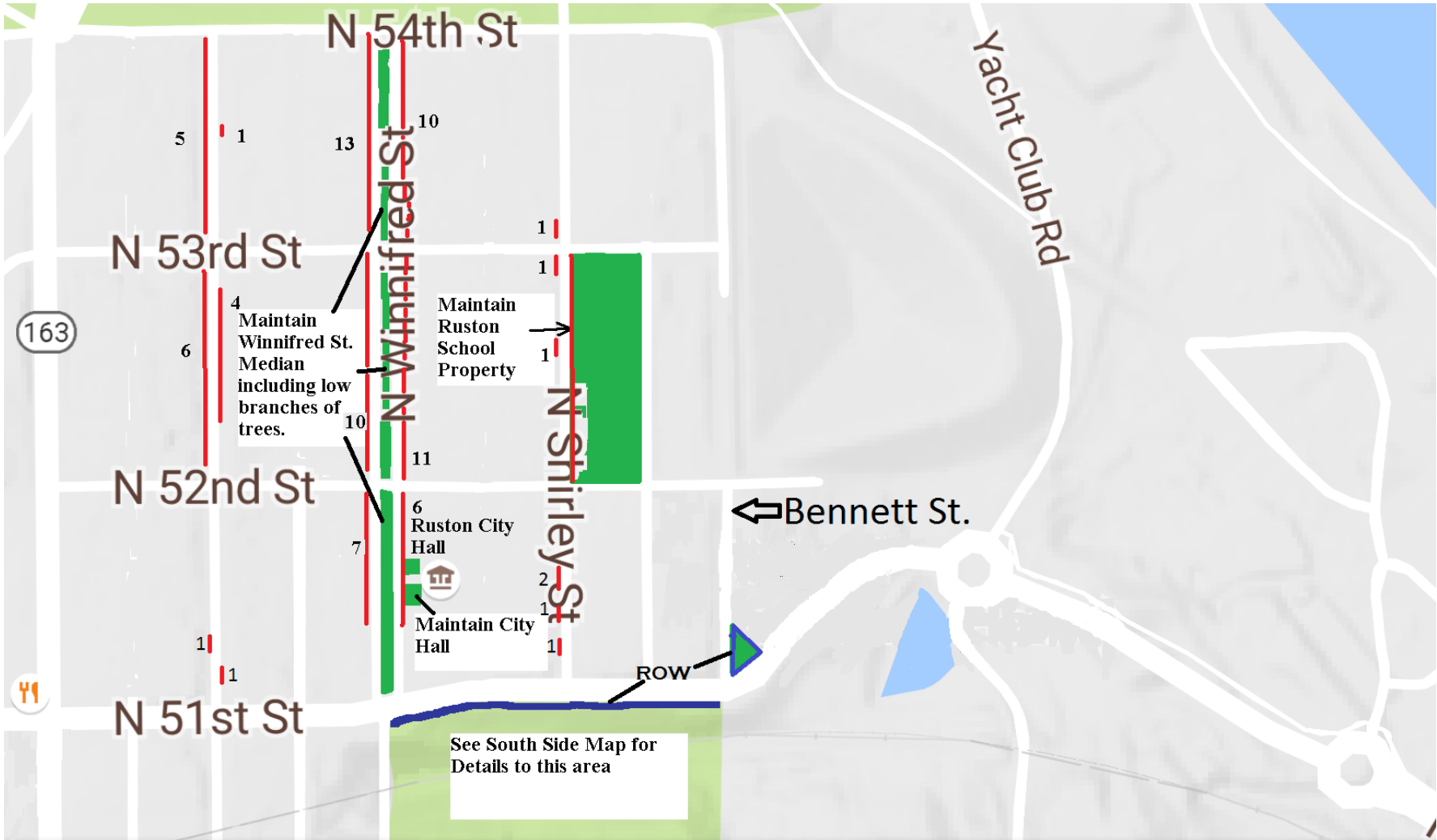
1. Washington State Sales Tax

ALS Landscape Maintenance Contract Exhibit A



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**

# A-L-S

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## American Landscape Services, LLC

License # ALSAMAL936K9 Bond # 40009350 / Ironshore Indemnity Inc

P.O. Box 8327 Lacey, WA 98509-8327

Office (360) 923-2224 \* Fax (360) 923-1617

Email: [info@alsllc.org](mailto:info@alsllc.org) \* Website: [www.a-l-sllc.com](http://www.a-l-sllc.com)

### LANDSCAPING MAINTENANCE ESTIMATE/CONTRACT

February 10, 2020

**Client: City of Ruston**

Attn: Kevin W. Moser

#### **GENERAL**

For your peace of mind our company is licensed, bonded and insured. Please see enclosed documentation.

All landscape services will be performed in a timely manner as outlined in the **City of Ruston - Annual Landscape Maintenance Contract**. Any alterations or modifications to the maintenance schedule and/or specifications must have prior approval by **City of Ruston**.

#### **Work Site Safety**

Pre job safety meeting shall be conducted on site by A-L-S safety officer Charles Vied prior to commencing work. All A-L-S employees working on site shall be present. Please see enclosed safety and hazard communication plan.

#### **TURF MAINTENANCE:**

Mowing all turf once {1x} per week, March 1<sup>st</sup> through November 30<sup>th</sup>. Mowing may be extended or shortened due to climate conditions, early spring or during the fall/winter months, mowing may be done every other week pending climate. Mowing height will be no more than 2.5 inches during warm weather and no less than 1.5 inches during cool weather. Turf will be cut using professional rotary-type mowers; blades will be kept sharp to provide high quality appearance; all clippings will be collected and removed from site; miscellaneous clippings will be power blown and/or vacuumed from walkways and street curbs

#### **EDGING & TRIMMING:**

Mechanical edging of grass along hardscapes shall occur with each mow service.  
Line trimming of obstacles in grass shall be line trimmed with each mow service.  
All clippings will be blown and/or vacuumed from service areas.

#### **TURF FERTILIZATION:**

All grass to be fertilized four {4} times per year. Along with fertilizer, the following products will be added to ensure good color, maintain healthy and strong drought tolerant roots. February: moss control. Treat for Crane Fly if present; April & July: weed control; August fertilizer; October: winterize and moss control.

#### **ORNAMENTAL PLANTING BEDS:**

Raking, and cleaning out of ornamental beds shall be completed on a rotation basis to keep beds clean and weed free. Pre and post herbicides will be applied 3 times {3x} throughout the year to control weeds in ornamental beds, rockeries expansion joints in concrete/paved areas.

# A-L-S

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## American Landscape Services, LLC

License # ALSAMAL936K9 Bond # 40009350 / Ironshore Indemnity Inc

P.O. Box 8327 Lacey, WA 98509-8327

Office (360) 923-2224 \* Fax (360) 923-1617

Email: [info@alsllc.org](mailto:info@alsllc.org) \* Website: [www.a-l-sllc.com](http://www.a-l-sllc.com)

February 10, 2020

**Client: City of Ruston**

Attn: Kevin W. Moser

### **TREES, SHRUBS & GROUND COVER:**

Ornamental ROW trees, shrubs and groundcover to be pruned once {1x} annually during dormant season to improve their strength and structure.

Additional pruning during peak growing season of ornamental trees, shrubs and groundcover shall occur for proper growth, aesthetics, and safety.

All pruning clippings generated shall be collected and hauled to landscape recycler.

### **LEAF REMOVAL:**

Leaf collection and removal shall occur weekly October 1<sup>st</sup> through November 30<sup>th</sup> and every other week thereafter through February.

### **TREE & SHRUB FERTILIZATION:**

Tree and shrub and ground cover fertilization shall be applied once {1x} a year in March to all plant material with a broad spectrum fertilizer to promote healthy foliage and blooms.

Trees and shrubs will be inspected for any signs of pest infestation each time A-L-S crew is on site.

### **CLEAN UP:**

Storm and garbage clean up shall include small branches, leaves and or blown in debris/trash.

Storm and garbage clean up **does not** include fallen or broken trees branches 10 feet or longer or large amounts of branches caused by storms. Storm and or excessive debris clean up requested by the Client shall be invoice at an hourly rate= **\$49.50 + tax per employee hour plus @150.00 per ton recycle fee**

### **IRRIGATION MAINTENANCE:**

Spring start up: Program controllers, set zone duration times. Adjust and align spray heads. Make minor repairs.

Conduct monthly maintenance checks on all zones June – September. Adjust spray patterns, align spray heads.

**Repair/material costs over \$300.00 A-L-S shall attain prior approval from the Client or an Authorized Representative prior to commencing with repairs.**

Repairs to irrigation system invoiced on a time and material basis. Hourly rate is **\$52.50 + tax per employee hour**

Winter shut down, October: Close all valves and insulate main component to prevent possible freeze damage. Use compressor to drain all irrigation lines.

*Damage to the irrigation system and/or its components shall be reported promptly and directly to the point of contact.*

### **SIDEWALKS AND OTHER HARD SURFACES:**

Sidewalks, curbs, parking lot and building entrances shall be blown and /or vacuumed each time A-L-S is on site.



# A-L-S

## American Landscape Services, LLC

License # ALSAMAL936K9 Bond # 40009350 / Ironshore Indemnity Inc

P.O. Box 8327 Lacey, WA 98509-8327

Office (360) 923-2224 \* Fax (360) 923-1617

Email: [info@alsllc.org](mailto:info@alsllc.org) \* Website: [www.a-l-sllc.com](http://www.a-l-sllc.com)

February 10, 2020

Client: *City of Ruston*

Attn: Kevin W. Moser

In exchange for above listed services, City of Ruston agrees to pay American Landscape Services, LLC {A-L-S} as follows:

- Monthly price for above listed services **\$1,760.00**. Annual contract price is **\$21,120.00** {Contract price good but not limited to 60 days.} The annual contract price is invoiced on a (12) twelve month billing cycle.
- Additional services outside scope of contract for designated City of Ruston sites upon approval, shall be invoiced on a time and material basis. **Hourly labor rate= \$49.50 + tax per employee hour**  
**Hourly Rate for irrigation labor= \$52.50 + tax per employee hour**
- Contract may be terminated by City of Ruston or by *American Landscape Services, LLC* {A-L-S} with 30 days prior written notice.
- American Landscape Services, LLC {A-L-S} submits invoices by the 10<sup>th</sup> of each month for the current month of service. Payment is due by the 5<sup>th</sup> of the following month. Method of payments accepted: cash, check, money orders.
- Any increase/decrease in local and/or state sales tax during the duration of the contract will be applied accordingly thereby possibly changing the overall monthly and annual total due to sales tax rate changes.
- In the event collection efforts become necessary City of Ruston agrees to be liable for costs associated with such collection activity including, but not limited to, court costs, attorney’s fees, and allowable interest. If the amount owing is for a commercial purpose and is referred to a licensed collection agency, a collection fee shall be assessed pursuant to RCW19.16.250 in an amount up to 35% of the balance owed at the time of assignment.

**ACCEPTANCE OF ABOVE ESTIMATE/CONTRACT:**

Authorized Representative{s} signature and date for City of Ruston {the Client} accepting above listed work:

Printed Name: \_\_\_\_\_ Signature & Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature & Date: \_\_\_\_\_

Andy Karrer of American Landscape Services {A-L-S} signature and date: \_\_\_\_\_

*“Our commitment to service and quality is the difference!”*

# *A-L-S*

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### **City of Ruston: Landscaping Service Approach**

A-L-S will dedicate a crew of three employees throughout the year to perform regular scheduled landscape maintenance for **City of Ruston**. Crew will consist of (1) Crew Lead and (3) Team Members. Crew Lead will directly supervise crew member's daily maintenance tasks. Crew Lead will be fluent English speaking. Crew Lead shall possess current WA State Department of Agriculture herbicide applicator license and first aid certification.

Weekly scheduled landscape maintenance shall occur on the same day each week throughout the year. Site start and completion times shall be coordinated with onsite point of contact.

Annual pruning of ROW trees, shrubs and groundcover shall occur during dormant season winter months. Spot pruning of trees, shrubs and groundcover will occur throughout peak growing season as needed to assure a neat trimmed appearance. Trees, shrubs shall be kept trimmed so not to block sight lines for pedestrian and automobile traffic, block signage and maintain minimum one foot buffer between structures.

Tree, shrub and groundcover fertilizer shall be applied in early March. Please see attached MSDS sheet.

Mowing of irrigated turf grass will occur weekly March 1<sup>st</sup> through October 31<sup>st</sup>. Mowing schedule may be amended due to climatic conditions.

Weekly raking and clean out of ornamental beds will occur on a rotation basis April 1<sup>st</sup> through October 31<sup>st</sup>. Bi-monthly site visits November 1<sup>st</sup> through March 31<sup>st</sup>

Turf fertilization will occur March-May and July-October. Depending on turf condition and/or soil tests, additional products may need to be applied to control moss, weeds or insects. Additional products needed to control pests shall be included in annual contract price.

Weekly collection of leaves will occur October 1<sup>st</sup> until all leaves have fallen from trees and have been collected and removed from site. A-L-S has purchased a leaf/debris loader shredders making leaf collection and loading more efficient.

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### City of Ruston: Landscaping Service Approach

A-L-S requires all Crew Leads to have current WA State Department of Agriculture Pesticide applicators license. Throughout the year Crew Leads are required to participate in Department of Agriculture accredited continuing educational training classes. Previous classes consisted of safe handling and application of herbicides and integrated pest management programs education.

As part of the regular landscape maintenance A-L-S will incorporate, mechanical tilling and hand pulling of weeds at City of Ruston. Mechanical tilling and hand pulling will be the first measure to control weeds in ornamental settings. Assuring beauty bark/mulch levels are at a minimum two inch level in all ornamental beds will help in our weed mitigation plan. Where the feasibility of mechanical or biological measures of weed control is not economically sound, A-L-S will apply 3 applications of both pre and post weed control products. When choosing products to control weeds the least toxic, effective solution available will be applied. Any handling, mixing and applying of weed control products, A-L-S will strictly adhere to all requirements per the manufacturer's label.

Prior to any weed control products being applied A-L-S will notify in writing said contact person for City of Ruston of intent to apply and locations of weed control applications.

In an effort to be more environmentally friendly, in 2013 A-L-S upgraded all two cycle conventional power equipment to the Stihl 4-Mix Technology. Upgrading all line trimmers, power pruning shears, backpack blowers and chain saws to the Stihl 4-Mix Technology offers lower emissions, better fuel economy and lower operating noise. All equipment and vehicles receive regular scheduled maintenance this keeps our equipment reliable and operating properly.

All landscape generated material, grass clippings, leaves and branches from daily maintenance operations are hauled off site by A-L-S and recycled by Land Recovery Incorporated. L.R.I. composts yard waste and composted material is used in the making of soil mixes and mulch.

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### **City of Ruston: Landscaping Service Management and Quality Assurance**

A-L-S office staff is available to assist you and to meet all of your landscape needs and concerns 8:00AM to 4:30PM Monday through Friday. Co-owner and or Field Supervisor will be the point of contact and available 24 hours a day 7 days a week for any after hour emergencies:

Cell- Andy Karrer (253) 208-3804 Cell- John Corriveau (209) 564-7780

A-L-S will commit (1) Field Supervisor to schedule weekly landscape maintenance tasks. Weekly scheduled maintenance shall include all phases of landscape and irrigation within scope of work. Field Supervisor will monitor **City of Ruston** sites bi-monthly for quality assurance, scope of work and specifications of the landscape contract are being completed in a timely professional manner.

A-L-S utilizes work orders for scheduling service tasks not included within contract scope of work. Work orders are generated by office staff and disseminated from Field Supervisor to Crew Leads. Once service orders have been completed it is returned to Field Supervisor. Field Supervisor will verify the completion of work order and assess work for quality assurance. Office staff uses work orders to track employee hours, materials used and invoicing.

Crew leads are provided by Field Supervisor with weekly landscape maintenance schedules. Crew leads are required to fill out a daily job sheets. Job sheet shall contain names of all crew members present, names of client, services performed, arrival and departure times. Daily job sheet is required to be turn in at the end of each work day. Field Supervisor uses job sheets to track crews locations, time spent at locations, and services provided.

### **A-L-S Qualifications**

Andy Karrer is the founder and co-owner of American Landscape Services, LLC. He will be Project Manager / Field Supervisor. Andy has been in the landscape maintenance / contracting industry for 21 years. WSDA License #79810

Michelle Karrer is Office Manager for A-L-S. She has been with A-L-S since 2007. She has 14 years of customer service, managerial and landscape contracting experience.

Eric Johnsen will be proposed Crew Lead. Eric has been with A-L-S four years supervising both landscape construction and install crews. WSDA License #93767

John Corriveau will be proposed Cross Connection Specialist. John has been with A-L-S for over 8 years and has six years' experience in irrigation supply and sales. John has supervised irrigation install and landscape construction crews for A-L-S the past four years. He has 15 years' experience in the landscape irrigation industry. Backflow Assembly Tester Certificate # B5674

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### **City of Ruston: Landscaping Service Experience**

#### **2014 to Present: Intercity Transit 6 Sites**

Sites serviced: Pattison, Centennial Station, Olympia Transit Center, and Lacey Transit Center  
Diagnosed irrigation components and completed repairs.

2007-2011: Intercity Transit

Provide initial landscape clean-up. Pruning of overgrown vegetation, weed control applications and irrigation maintenance.

Pattison, Centennial Station, Olympia Transit Center, Lacey Transit Center and Martin Way Park & Ride  
Services included commercial landscape and grounds maintenance.

#### **2006 - To Present: Tacoma Pierce County Health Department**

3629 South D Street & 220 South 37<sup>th</sup> St Tacoma, WA Contact: Gina Shackleford 253-798-6141

A-L-S provides landscape maintenance/snow plowing and deicing services. Services include but not limited to mowing, irrigation maintenance and repair, tree- shrub care, turf fertilization, herbicide applications, parking lot litter removal and hauling away all job related debris.

#### **2012 - To Present: World Class Distribution Regional Warehouse**

3707 Hogum Bay Rd. Olympia WA Contact: Jose Escobar 360-791-6550

A-L-S provides landscape maintenance/snow plowing and deicing services. Services include but are not limited to mowing, irrigation maintenance and repair, tree- shrub care, turf fertilization, herbicide applications, parking lot litter removal and hauling away all job related debris.

#### **2013- To Present: Lakewood Water District 17 sites**

11900 Lakewood Drive SW Contact Dave Hall 253-588-4423

A-L-S provides landscape maintenance/Grounds Maintenance Services include but are not limited to mowing, irrigation maintenance and repair, tree- shrub care, turf fertilization, herbicide applications, beauty bark, parking lot litter removal and hauling away all job related debris.

#### **2002 - To Present: Brookdale at Steel Lake (3additional sites maintained.)**

31200 South 23<sup>rd</sup> Avenue Federal Way WA Contact: Mike Simms 253-941-5859

A-L-S provides landscape maintenance/snow plowing and deicing services. Services include but are not limited to mowing, irrigation maintenance and repair, tree- shrub care, turf fertilization, herbicide applications, mulch and beauty bark, parking lot litter removal and hauling away all job related debris.

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### **Best Landscape Practices**

#### **Fertilizers**

Testing of soil to determine what nutrients are missing. Use non low to non - phosphorus fertilizers.  
Currently using slow release nitrogen 20-0-8  
Clean up any spilled fertilizer  
Water after each application  
No fertilizer applications within 100 feet of surface waters or wet lands.

#### **Herbicides/Pesticides**

Properly identify cause of problem.  
Consider controlling pest using non chemical methods.  
Use least toxic and most readily biodegradable pesticide.  
Read and follow all label directions.  
Buy only amount needed.  
Dispose of unused pesticides properly.

#### **Mowing**

Mow regular scheduled intervals. Cool season grass weekly during peak growing season.  
Cut at proper height 1" ½ -2". Never cut more than 1/3 of total blade height.  
Mulch when practical  
Develop grass clipping recycling plan.

#### **Storm Water Ponds**

Dry cell regularly mowed.  
Inlets and exit pipes are clear.  
Remove invasive plant material  
Wet-cell- keep vegetation at maximum 25%.

#### **Vehicles and equipment**

Adhere too and complete manufactures regular scheduled maintenance equipment and vehicles.  
Replace defective non proper functioning equipment.

#### **Irrigation**

Check system regularly for proper operation.

#### **Nature Scape**

Design using native plants that are drought and disease tolerant. Place trees shrubs in proper location with respect to the sun.

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### **License Numbers**

- Contractors Registration # ALSAMAL936K9
- Employer Tax ID # 77-0677542
- Bond # 46-WB045810 / WESCO Insurance Company
- UBI # 602 703 045; Account ID # 867, 871-01
- ES Reference # 363755 00 8
- Washington State Department of Agriculture- WSDA #79810
- U.S. D.O.T. #2458541

*“Our commitment to service and quality is the difference!”*

**EXHIBIT B TO AGREEMENT BETWEEN  
CITY OF RUSTON AND AMERICAN LANDSCAPE SERVICES LLC ("ALS")**

**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.