

**Subject: Resolution #755
 Authorizing Contract Award to
 BrightHorizon Lawn Care
 for Ordinary Landscape
 Maintenance**

Dept. Origin: Special Projects Manager

Prepared by: Jennifer Robertson
 City Attorney's Office

For Agenda of: August 16, 2022

Exhibits: Resolution #755 with
 attached contract

Proposed Council Action:

Pass Resolution #755.

Concurred by Mayor: _____
 Initial & Date

Approved/form by City Atty: JSR/8-1-22

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 scope of the maintenance work, please see the Scope of Work attached to the Public Works Contract which is an exhibit to the Contract attached Resolution No. 755. The City had previously awarded a landscape maintenance contracts, the most recent was in March of 2020 under Resolution No. 709. The most recent contract expired, and the City did not desire to renew it, so the City requested bids from several companies.

The City used the small works roster public bidding process for obtaining the bids for this project. Five contractors were solicited. The City received three bids with BrightHorizon Lawn Care being the lowest responsible bidder as defined by RCW 39.04.010 with an annual price of \$44,194.14, sales tax included. This is more 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. BrightHorizon Lawn Care 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 \$44,194.14 for the year, to be paid monthly.

RECOMMENDATION / MOTION

Pass Resolution #755.

MOTION: I move to approve Resolution #755 awarding the public works contract for the City annual landscape services to BrightHorizon Lawn Care and authorizing the Mayor to sign the agreement.

RESOLUTION NO. 755

A RESOLUTION OF THE CITY OF RUSTON, WASHINGTON, AWARDED A PUBLIC WORKS CONTRACT TO BRIGHT HORIZON LAWN CARE 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 three bids in response; and

WHEREAS, after bid opening the City found that BrightHorizon Lawn Care with a bid of \$44,194.14 (tax included) 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 BrightHorizon for these services substantially in the form attached to this Resolution No. 755; **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 BrightHorizon Lawn Care as the lowest responsible bidder.

Section 2. Mayor’s Execution Authorized. The Mayor is authorized to execute the contract with BrightHorizon Lawn Care 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 16th day of August, 2022.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: 08/01/2022

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 755



GOODS AND SERVICES AGREEMENT FOR ORDINARY MAINTENANCE

**Between the City of Ruston
and
BrightHorizon Lawn Care**

THIS AGREEMENT is made by and between the City of Ruston, a Washington municipal corporation (hereinafter the "City"), and BrightHorizon Lawn Care, a sole proprietorship organized under the laws of the State of WA, located and doing business at 1713 SW 359th Street, Federal Way, WA 98023-7270, 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 updated version of the Ruston Scope of Work dated July 7, 2022, 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) as they may be amended from time to time.

II. CONTRACT TERM; RENEWAL.

- A. Term; Extension. The term of this Agreement shall be one (1) year, commencing September 1, 2022, and terminating August 31, 2023, 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, per the scope

of work provided. The services under this Agreement will commence on September 1, 2022.

- 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 Forty Four Thousand One Hundred Ninety Four Dollars and Fourteen Cents per year (\$44,194.14), 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 (\$3,682.84 per month except the final month of service will be paid in the amount of \$3,682.90 to account for rounding) for a total annual payment of \$44,194.14.

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. The Vendor shall pay prevailing wages as required by law and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Vendor shall submit – on behalf of itself and each and every Sub-

Contractor – a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries (*See* link below.) Following the final acceptance of the work, or termination of this Agreement, whichever occurs last, the Vendor must submit – on behalf of itself and every Sub-Contractor – an “Affidavit of Wages Paid” for final payment. Final payments shall be made in accordance with the requirements of Chapter 39.12 RCW.

Refer to <https://fortress.wa.gov/Ini/wagelookup/prvWagelookup.aspx> for Washington State Prevailing Wage rates.

- 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.

On the effective date of this Agreement (or shortly thereafter), the Vendor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Vendor’s business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

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. Public Records, Preservation. Vendor understands that this Agreement is with a government agency and thus all records created or used in the course of Vendor's

work for the City may be considered “public records” and be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW (“the Act”). Vendor agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Vendor, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Vendor to search its files for responsive records, Vendor agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City’s public records officer at no cost to the City.

- D. Employment of State Retirees. The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Vendor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Vendor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Vendor shall determine whether any of its employees providing services to the City or any of the Vendor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Vendor. Vendor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Vendor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

///

///

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

<p>VENDOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____ Its _____ <i>(title)</i></p> <p>DATE: _____</p>	<p>CITY OF RUSTON:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>D. Bruce Hopkins</u> Its <u>Mayor</u></p> <p>DATE: _____</p>
---	--

<p>NOTICES TO BE SENT TO:</p> <p>VENDOR:</p> <p>BrightHorizons Lawn Care Attn: Juana E. Najjar 1713 SW 359th Street Federal Way 98023-7270</p> <p>(206) 249-2312 or (206) 571-9212 (telephone) Email: brighthorizonlawncare@outlook.com</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF RUSTON:</p> <p>City Clerk City of Ruston 5219 N. Shirley Street Ruston, WA 98407</p> <p>(253) 759-3544 (telephone) (253) 752-3754 (facsimile) Email: townclerk@rustonwa.org</p>
---	---

	<p>ATTEST:</p> <p>_____</p> <p>Judy Grams, Ruston City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Jennifer Robertson, Ruston City Attorney</p>
--	---

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. Apply fertilizer and weed control 4 times per year.
7. Weed beds, and trim bushes monthly at City Hall and Ruston School.
8. 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 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 the year of 2022-2023 with an option of 5 – 1year extensions based on mutual agreement.
2. Billing will be submitted monthly and will reflect 1/12th of the annual contract price.
3. Bids are due by close of business July 22, 2022. Official Bid award date will be August 16, 2020.
4. The contract start date will be September 1, 2022.
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 = 2 visit per month / 6
 - 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

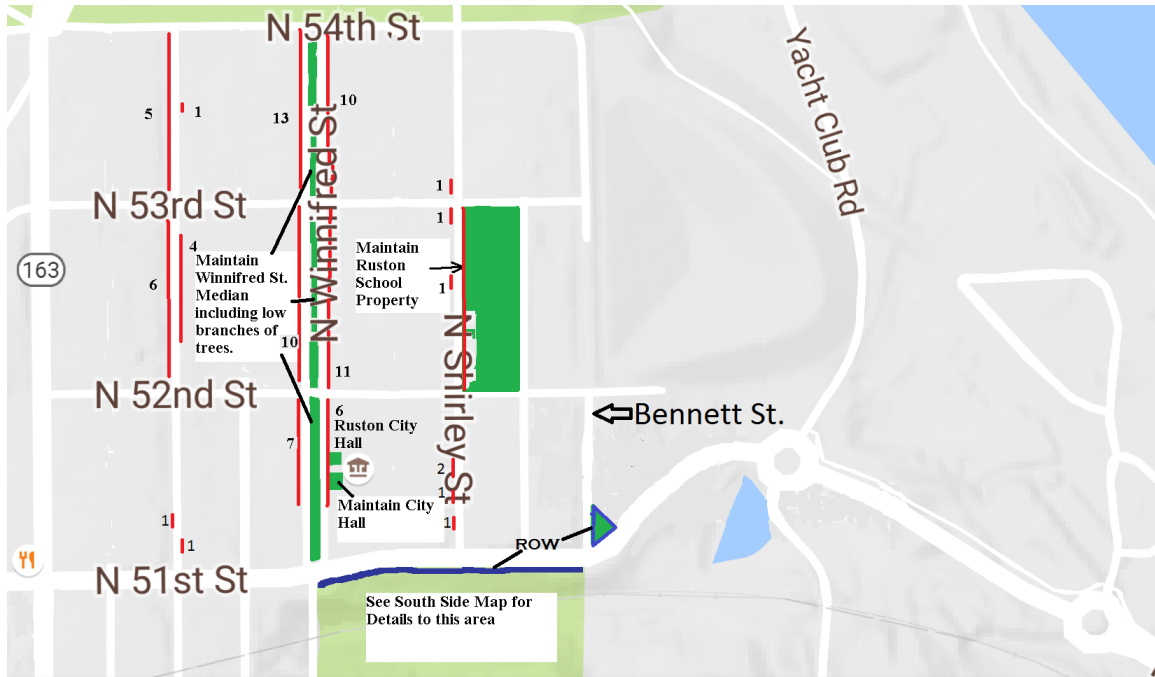
Exclusions:

1. Washington State Sales Tax

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

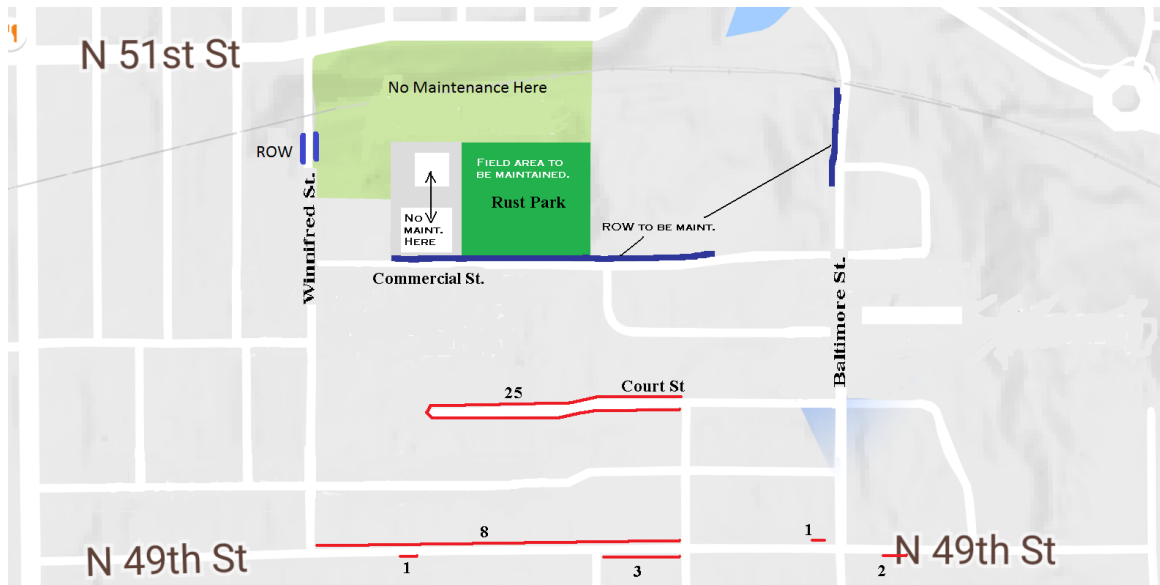
Scope of Work
Maintenance of Public Spaces

July 7, 2022



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

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



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

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



BRIGHTHORIZON LAWN CARE

BID PROPOSAL

CONTRACTOR LIC# BRIGHLC814DD
 1713 SW 359TH ST
 Federal Way WA 98023
 Phone# 206-249-2312 or 206-571-9212
 Email: brighthorizonlawncare@outlook.com

DATE: 07-18-2022

PROJECT NAME: CITY OF RUSTON WASHINGTON LANDSCAPING MAINTENANCE OF ROW AND PUBLIC SPACES 2022-2023

TASK OF FRECUENCY SCHEDULE VISITS

Turf care	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total annual visits
Mowing, edging hard blade	2	2	4	4	4	4	4	4	3	3	3	2	
Trim bushes at City Hall and Ruston School	1	1	1	1	1	1	1	1	1	1	1	1	
fertilizer			1		1			1			1		
weed control			1							1			
Aerate all sites			1										
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Prune Shrubs	1	1	1	1	1	1	1	1	1	1	1	1	
Weed beds at City Hall and Ruston School	1	1	1	1	1	1	1	2	2	2	2	2	
Herbicide - pre-emerge			1						1				
Herbicide - post-emerge													
Tree trimmed		1											
Mulch/ bark													
Leaf Removal	2	2	4	4	4	4	4	4	3	3	3	2	
Irrigation system monitoring, s					1						1		
Hard Surfaces	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Sweep/blow Litter	2	2	4	4	4	4	4	4	3	3	3	2	



BRIGHTHORIZON LAWN CARE

BID PROPOSAL

CONTRACTOR LIC# BRIGHLC814DD
 1713 SW 359TH ST
 Federal Way WA 98023
 Phone# 206-249-2312 or 206-571-9212
 Email: brighthorizonlawncare@outlook.com

DATE: 07-18-2022

ANNUAL PRICE SHEET

Location sites	address	MONTHLY	YEARLY
Rust Park	49 th St Baltimore St	\$ 795.00	\$9,540.00
ROW MOW		\$ 580.00	\$6,960.00
Winnifred St Median Row	FROM 54 TH ST TO N 51 ST ST N Winnifred St	\$1,110.00	\$ 13,320.00
Ruston School Building	N Shirley St	\$485.00	\$5,820.00
Annual Tree Trimming	Located in all City limits of Ruston		\$ 4,500.00
	South site of 54 th St Aka Park Ave to 49 th St		
	East West from Orchard St to Pearl St		
		SUBTOTAL	\$40,140.00
		WSST 10.1%	\$4,054.14
		ANNUAL TOTAL	\$44,194.14

FORTHY FOUR THOUSAND ONE HUNDRED NINETHY FOUR DOLLARS AND .14 CENTS

ANNUAL PRICE BID \$ 44,194.14



BRIGHTHORIZON LAWN CARE

BID PROPOSAL

CONTRACTOR LIC# BRIGHLC814DD
1713 SW 359TH ST
Federal Way WA 98023
Phone# 206-249-2312 or 206-571-9212
Email: brighthorizonlawncare@outlook.com

DATE: 07-18-2022

- **OPTIONAL SERVICES_** Estimates will be given per the customers request or proposal from contractor
 - 1- Replenishment of bark mulch in flower beds.
 - 2- Landscape renovation and replacement.

 - 3- Irrigation repairs and back flow testing.
 - 4- Tree stacking guying
 - 5- Pressure washing

COMMENTS. This is only a quote for Landscape Services. services are billed and paid monthly, YEAR CONTRACT IS TO REQUEST BY CUSTOMER AND MUST BE SIGN IN PERSON. If you have any questions do not hesitate in contact us at any time. TO ACCEPT THIS QUOTATION, SIGN HERE AND RETURN OR EMAIL US.

__DATE July 16, 2022, FEDERAL WAY WA

Juana Elena Najar Authorized Representative and Owner

CONTRACTOR; Brighthorizon Lawn Care

UBI NUMBER 603-554-681

L N I account # 673 096 00



BRIGHTHORIZON LAWN CARE

CONTRACTOR LIC# BRIGHLC814DD
1713 SW 359TH ST
Federal Way WA 98023
Phone# 206-249-2312 or 206-571-9212
Email: brighthorizonlawncare@outlook.com

BID PROPOSAL

DATE: 07-18-2022

SIGN AND DATE

ATTENTION: Kevin Moser
Phone # 253-370-5224
Email: kevinm@rustonwa.org
PROPOSAL DIRECTED TO. City Of Ruston Washington

THANK YOU FOR YOUR BUSINESS! WE ARE HAPPY TO MEET YOUR STANDARDS

**EXHIBIT B TO GOODS AND SERVICES AGREEMENT
FOR ORDINARY MAINTENANCE**

**INSURANCE REQUIREMENTS FOR
CONSTRUCTION AND SERVICE CONTRACTS**

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, their agents, representatives, employees, or subcontractors.

No Limitation

Vendor's maintenance of insurance, its scope of coverage and limits as required herein 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, 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 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.

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 \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provision

The Vendor'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 Vendor'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

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 insurance requirements of the Vendor before commencement of the work.

F. Subcontractors

The Vendor 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.