

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 13-3-6A

**RESOLUTION AWARDING 2013-2014 LANDSCAPE MAINTENANCE CONTRACT
#13-50-02 (PUMP STATIONS AND TANK SITES) TO CASCADE LANDSCAPE
SERVICES, INC.**

WHEREAS, the scope of work consists of the landscape maintenance at the District's pump stations and tank sites.

WHEREAS, the District sent requests for proposals to landscape contractors on the Municipal Research Services Center (MRSC) Small Works Roster. The District received ten (10) proposals. One proposal, received after the deadline, was deemed non-responsive and not considered. The lowest responsive and responsible bidder was Cascade Landscape Services, Inc. The Bid Tabulation in the form attached hereto as Exhibit B is incorporated herein by this reference.

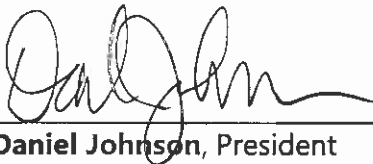
WHEREAS, the District's Engineer recommends awarding the contract to Cascade Landscape Services, Inc. and the General Manager concurs.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes the Landscape Maintenance Contract #13-50-02 with Cascade Landscape Services, Inc. (attached as Exhibit A and incorporated herein by this reference) for a not-to-exceed amount of \$12,877.20 including WSST.
2. The Board of Commissioners authorizes the General Manager or designee to sign the necessary paperwork.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this **6th** day of **March 2013**.

BOARD OF COMMISSIONERS



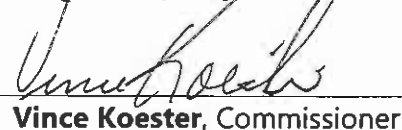
Daniel Johnson, President



Kathleen Quong-Vermore, Secretary



Gerald R. Guite, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
(Pump Stations, Tank Sites)
RFP #MP2013-01 / CONTRACT #13-50-02
(2-Year Contract)**

EXHIBIT A

THIS AGREEMENT is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **CASCADE LANDSCAPE SERVICES, INC.** (hereafter referred to as "the Contractor") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Project. The Contractor shall do all work and furnish all tools, materials and equipment for the District's maintenance work known as:

2013 -2014 LANDSCAPE MAINTENANCE - PUMP STATIONS AND TANK SITES

("Project") in accordance with and as described in the Scope of Work
(**Attachment A**) and your proposal dated 2/28/13 (**Attachment B**).

2. District Agreement. The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish the maintenance work according to the terms and conditions of this Agreement, and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this Agreement.
3. Contractor Agreement. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this Agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for completing the work.
4. Completion Deadline/Liquidated Damages. The project must commence within ten (10) days of the provision of the Notice To Proceed. The contract completion date is October 31, 2014. There shall be no work performed on holidays or weekends, unless approval for such work is granted by District. Requests for such extended work shall be made at least 24 hours prior to that requested time.

If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$ 100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the

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LANDSCAPE MAINTENANCE AGREEMENT
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above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.

5. Project Cost. The amount of the project cost is **not-to-exceed \$12,877.20**, including Washington State sales tax (9.5%).
6. Payment Terms. The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State Sales tax to be paid from a contractor invoice (which must be approved by the Engineering/Operations Manager or designated Supervisor).
7. Prevailing Wages. The Contractor shall pay prevailing wages as indicated on **Attachment C** and shall comply with RCW 39.12 and RCW 49.28. Prior to work commencing, a Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the work must be posted for the benefit of workers. At the conclusion of the Agreement, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Agreement shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus prohibited from bidding on public works projects. The Contractor further assures the District that it will use no sub-contractor who is thus prohibited.
8. Indemnification and Hold Harmless. The Contractor shall indemnify, defend and save the District and its commissioners, manager, employees and engineers harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Agreement, or caused in whole or in part by reason of the presence of the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the sole negligence of the District with regard to activities within the Contractor's scope of work.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the

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purposes of this indemnification. This waiver has been mutually negotiated by the parties.

In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

9. Insurance.

- A.** The Contractor shall obtain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better, and which are approved by the Washington Insurance Commissioner pursuant to RCW 48.
- B.** The Contractor shall file with the District a certified copy of all policies or a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements. The Contractor's Department of Labor & Industries' account number shall be noted on the certificate of insurance. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.
- C.** In addition, the Contractor shall have its insurance agent/representative complete the District's Insurance Coverage Questionnaire and attach it to the certificate of insurance for the District's approval (**Attachment D**).
- D.** The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the District. The insurance shall provide coverage for the Contractor, his subcontractors and the District.
- E.** The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees and volunteers as insureds with regard to damages and defense of claims arising from: (I) activities performed by or on behalf of the Contractor; or (ii) products and completed operations of the Contractor; or (iii) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Agreement.
- F.** The coverage provided by the Contractor's insurance policies are to be primary to any

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insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which are maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.

- G.** The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.
- H.** Types and Limits of Insurance Requires:

COMMERCIAL GENERAL LIABILITY

- ▶ \$1,000,000 per occurrence liability (including extended bodily injury)
- ▶ \$2,000,000 annual aggregate
- ▶ District Employees, Elected and Appointed Officials and Volunteers as Additional Insureds
- ▶ Workmen's Compensation – L1 employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance. Contractor shall also be required to carry Stop Gap Liability Insurance for \$500,000 each occurrence, each accident.
- ▶ Employers Liability (Stop-gap)

AUTOMOBILE LIABILITY

- ▶ \$1,000,000 per accident bodily injury and property damage liability, including:
 - ▶ Any owned, hired or non-owner automobile.
- I.** The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

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LANDSCAPE MAINTENANCE AGREEMENT
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10. Termination. The District or Contractor may terminate this Agreement at any time upon 30-day written notice to the opposing party, subject to the District's obligation to pay Contractor in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the District other than for fault on the part of the Contractor, a final payment shall be made to the Contractor for actual cost of work completed at the time of termination of the Agreement. No payment shall be made for any work completed after receipt by the Contractor of the termination notice. If the accumulated payment(s) made to the Contractor prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no additional payment shall be due and the Contractor shall immediately reimburse the District for any excess paid.

B. In the event the services of the Contractor are terminated by the District for fault on the part of the Contractor, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the District with consideration given to the actual costs incurred by the Contractor in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the District at the time of termination, the cost to the District of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the District of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

11. Dispute Resolution.

A. Mediation. If any dispute, controversy or claim arises out of or relates to this Agreement, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees associated with the mediation.

B. Arbitration. Thereafter, any dispute, controversy or claim not resolved by mediation shall be decided by arbitration in accordance with the Construction Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction.

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
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(2-Year Contract)**

12. Effective Date. The effective date of this Agreement shall be the date that the Agreement is signed by an authorized representative of the District.

**HIGHLINE WATER DISTRICT
("District")**

**CASCADE LANDSCAPE SERVICES, INC.
("Contractor")**

By: _____
Matt Everett, General Manager

By: _____
Herbert R. Amick, President

23828 30th Ave S

Kent, WA 98032

PO Box 3486

Redmond, WA 98073

(206) 824-0375

(206) 824-0806 – Fax

(425) 868-4303

(425) 868-7863

Date: _____

Date: _____

Washington State
General Contractor's License No.

HIGHLINE WATER DISTRICT

2013 – 2014 LANDSCAPE MAINTENANCE - PUMP STATIONS AND TANK SITES

RFP #MP2013-01 / CONTRACT #13-50-02

**SCOPE OF WORK
ATTACHMENT A**

APRIL 1 THROUGH OCTOBER 31, 2013 and 2014	
FACILITY LOCATION	TASKS DESCRIPTIONS
<p><u>Mansion Hill Tanks and Pump Station # 1</u> 21420 31st Ave S, Seatac, WA 98188 See Fig. MH-1 (5.1 acres- 223,450 sq. ft.)</p>	<p>Mow outside of fence from District fence on north side of property to private fence/property line 30' feet to the north. Mow inside fence. Trim bushes and trees sticking through fence and remove debris.</p>
<p><u>Bow Lake Tank # 2</u> 4221 S 176th St, Seatac, WA 98188 See Fig. BLK-2 (1.43 acres-62,500 sq. ft.)</p>	<p>Mow inside fence. North side - Keep area between sidewalk and fence free of weeds and trim bushes to keep sidewalk unobstructed. West, East and South sides - Keep area around fence free of weeds. East Side: Keep debris and weeds picked up in between fence and property line and keep area free of blackberry bushes.</p>
<p><u>Pump Station #6</u> 16020 Military Rd S, Seatac, WA 98188 See Fig. PS-6 (.6 acre- 26,068 sq. ft.)</p>	<p>Mow grass inside and outside of fence. Clean and sweep blacktop. Remove moss. Trim bushes sticking through fence line and remove debris. Trim grass inside generator area.</p>
<p><u>Star Lake Tank #7</u> 2649 S Star Lake Rd, Federal Way, WA 98003 See Fig. SLK-7 (43,560 sq. ft.)</p>	<p>Mow inside of fenced area.</p>
<p><u>Angle Lake Well</u> 20850 30th Ave S, Seatac, WA 98188 See Fig. ALW (40,000 sq. ft.)</p>	<p>Mow outside fence (all sides). Mow inside fence. Mow south side of pond inside of fence. Keep area around fence free of weeds. No Chemical Applications Allowed</p>

ALL WORK TO BE COMPLETED DURING DISTRICT BUSINESS HOURS (MONDAY – FRIDAY 7 AM TO 4:30 PM), EXCEPT DISTRICT OBSERVED HOLIDAYS. NO WORK MAY BE PERFORMED ON EVENINGS OR WEEKENDS UNLESS AUTHORIZED BY THE DISTRICT.

**PROPOSAL SHEET
ATTACHMENT B**

COMPANY (Bidder): CASCADE LANDSCAPE SERVICES, INC.

**HIGHLINE WATER DISTRICT
2013 - 2014 LANDSCAPE MAINTENANCE - PUMP STATIONS AND TANK SITES
RFP #MP2013-01 / CONTRACT #13-50-02
CONTRACT PERIOD: APRIL 1, 2013 THROUGH OCTOBER 31, 2014
(7 MONTHS OF SERVICE PER CALENDAR YEAR - 2013 AND 2014)**

SITE	COST PER VISIT	VISITS PER MONTH	SUB TOTAL	CONTRACT MONTHS	TOTAL PER SITE
Mansion Hill	\$ 220.00	x 2	= 440.00	x 14	\$ 6160.00
Bow Lake	\$ 70.00	x 2	= 140.00	x 14	\$ 1960.00
Pump Station #6	\$ 42.50	x 2	= 85.00	x 14	\$ 1190.00
Star Lake	\$ 35.00	x 2	= 70.00	x 14	\$ 980.00
Angle Lake	\$ 52.50	x 2	= 105.00	x 14	\$ 1470.00
SUB TOTAL					\$ 11760.00
9.5% WSST					\$ 1117.20
TOTAL					\$ 12877.20

Bld Submitted By: *Herbert R. Amick* Herbert R. Amick

Title: President

Date Bid Submitted: 2/28/2013

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

ATTACHMENT C

Washington State Prevailing Wage

The **PREVAILING WAGES** listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

**Journey Level Prevailing Wage Rates for the Effective Date:
 02/28/2013**

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
King	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$13.56		1	
King	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$28.17		1	
King	<u>Landscape Construction</u>	Landscaping or Planting Laborers	\$17.87		1	

INSURANCE COVERAGE QUESTIONNAIRE

Name of Insured: CASCADE LANDSCAPE SERVICES, INC.

RFP Number: MP #2013-01 HWD Contract #: 13-50-02

Project Name: 2013 - 2014 LANDSCAPE MAINTENANCE – PUMP STATIONS & TANK SITES

Are the following coverages and/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed Operation Coverage		
Cross Liability Clause (or equivalent wording)		
Personal Injury Liability Coverage (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U, Hazards included		
Blanket Contractual Liability Coverage applying to this contract		
Employers Liability - Stop Gap		
Builder's "all-risk" policy.		
True Umbrella Provision with drop down provision.		

	GL	AL	Excess
Deductibles of SIR's:			
Insurer Best Rating			

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of Person to Contact

Telephone Number

EXHIBIT B

MONTHLY TOTAL = COST PER VISIT x 2
TOTAL PER SITE = MONTHLY TOTAL x 14 VISITS

CORRECTED AMOUNTS

BID TABULATION
HIGHLINE WATER DISTRICT
2013-2014 LANDSCAPE MAINTENANCE PUMP STATIONS/TANK SITES
RFP# MP2013-02 - BID OPENING 2/28/13 @ 12:00 PM

	Mansion Hill	Bow Lake	P.S. #6	Star Lake	Angle Lake
CASCADE LANDSCAPE SERVICES, INC. (Low Bidder) PO BOX 3846 REDMOND, WA 98073	Cost Per Visit	\$70.00	\$42.50	\$35.00	\$52.50
	Monthly Total	\$440.00	\$85.00	\$70.00	\$105.00
	Total Per Site	\$6,160.00	\$1,190.00	\$980.00	\$1,470.00
SUB TOTAL	\$11,760.00	\$1,117.20	\$1,117.20	\$1,117.20	\$1,117.20
BARRY LANDSCAPE P. O. BOX 6132 BELLEVUE WA 98008	Cost Per Visit	\$190.00	\$95.00	\$95.00	\$95.00
	Monthly Total	\$380.00	\$190.00	\$190.00	\$190.00
	Total Per Site	\$5,320.00	\$2,660.00	\$2,660.00	\$2,660.00
SUB TOTAL	\$15,960.00	\$1,516.20	\$1,516.20	\$1,516.20	\$1,516.20
NORTHWEST LANDSCAPE SERVICES PO BOX 864 WOODINVILLE, WA 98072	Cost Per Visit	\$197.00	\$79.50	\$100.50	\$93.00
	Monthly Total	\$394.00	\$159.00	\$201.00	\$186.00
	Total Per Site	\$5,516.00	\$2,226.00	\$2,814.00	\$2,604.00
SUB TOTAL	\$16,170.00	\$1,596.15	\$1,596.15	\$1,596.15	\$1,596.15
SMS dba SUPERIOR MAINTENANCE SOLUTIONS 13619 MUKILTEO SPEEDWAY LYNNWOOD, WA 98087	Cost Per Visit	\$205.00	\$150.00	\$105.00	\$65.00
	Monthly Total	\$410.00	\$300.00	\$210.00	\$130.00
	Total Per Site	\$5,740.00	\$4,200.00	\$2,940.00	\$1,820.00
SUB TOTAL	\$16,940.00	\$1,609.30	\$1,609.30	\$1,609.30	\$1,609.30
BADGLEYS LANDSCAPE LLC 20701 SR 9 SE SNOHOMISH, WA 98296	Cost Per Visit	\$187.26	\$138.75	\$85.00	\$107.50
	Monthly Total	\$374.52	\$277.50	\$170.00	\$215.00
	Total Per Site	\$5,243.28	\$3,885.00	\$2,380.00	\$3,010.00
SUB TOTAL	\$18,879.28	\$1,793.53	\$1,793.53	\$1,793.53	\$1,793.53
WESTGRO CORP 2331 SCHNEEBLY ROAD ELLENSBURG, WA 98926	Cost Per Visit	\$307.00	\$93.00	\$108.00	\$93.00
	Monthly Total	\$614.00	\$186.00	\$216.00	\$186.00
	Total Per Site	\$8,596.00	\$2,604.00	\$3,024.00	\$2,604.00
SUB TOTAL	\$20,888.00	\$1,984.36	\$1,984.36	\$1,984.36	\$1,984.36
TOTAL LANDSCAPE CORPORATION 6013 238TH ST SE WOODINVILLE WA 98072	Cost Per Visit	\$280.00	\$80.00	\$140.00	\$90.00
	Monthly Total	\$560.00	\$160.00	\$280.00	\$180.00
	Total Per Site	\$7,840.00	\$2,240.00	\$3,920.00	\$2,520.00
SUB TOTAL	\$21,560.00	\$2,048.20	\$2,048.20	\$2,048.20	\$2,048.20
TINKER LANDSCAPE/CONSTRUCTION PO BOX 98040 DES MOINES, WA 98198-0040	Cost Per Visit	\$342.00	\$168.00	\$250.00	\$255.00
	Monthly Total	\$684.00	\$336.00	\$500.00	\$510.00
	Total Per Site	\$9,576.00	\$4,704.00	\$7,000.00	\$7,140.00
SUB TOTAL	\$34,720.00	\$3,298.40	\$3,298.40	\$3,298.40	\$3,298.40
DEANGELO BROTHERS, INC., REGION 6 13122 NE DAVID CIRCLE PORTLAND, WA 97230	Cost Per Visit	\$883.41	\$247.70	\$173.22	\$159.06
	Monthly Total	\$1,766.82	\$495.40	\$346.44	\$318.12
	Total Per Site	\$24,735.48	\$6,935.60	\$4,850.16	\$4,453.68
SUB TOTAL	\$43,894.96	\$4,169.07	\$4,169.07	\$4,169.07	\$4,169.07

Agenda Item No.: 5.1
Agenda Date: 3/6/2013
Reviewed By: M.E.

Subject: Award Landscape Maintenance Contract #13-50-02
Pump Stations and Tank Sites
Cascade Landscape Services, Inc. (Contractor)

CATEGORY	
Executive	<input type="checkbox"/>
Administrative	<input type="checkbox"/>
Engineering/Operations	<input checked="" type="checkbox"/>

FINANCIAL						
Expenditures?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Budgeted?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Amount:		\$	<u>12,877.20</u>		(includes WSST)	

ATTACHMENTS:

1. Resolution 13-3-6A
2. Exhibit A - Contract #13-50-02 w/attachments
3. Exhibit B – Bid Tabulation

COMMENTS:

The District sent requests for proposals to contractors on the MRSC Small Works Roster. The District received ten (10) proposals. One proposal, received after the deadline, was deemed non-responsive and not considered. The lowest responsive and responsible bidder was Cascade Landscape Services, Inc.

Staff recommends awarding the landscape maintenance contract to Cascade Landscape Services, Inc. for the landscape maintenance at the District's pump stations and tanks sites.