

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 13-3-26A

**RESOLUTION AWARDING 2013 LANDSCAPE MAINTENANCE (HWD HEADQUARTERS)
CONTRACT #13-50-03 TO FACILITY MAINTENANCE CONTRACTORS (FMC)**

WHEREAS, the scope of work consists of the landscape maintenance at the District's Headquarters.

WHEREAS, the District sent requests for proposals to landscape contractors on the Municipal Research Services Center (MRSC) Small Works Roster. The District received five (5) proposals. The lowest responsive and responsible bidder was Facility Maintenance Contractors (FMC). 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 Facility Maintenance Contractors (FMC) and the General Manager concurs.

NOW, THEREFORE, BE IT RESOLVED:

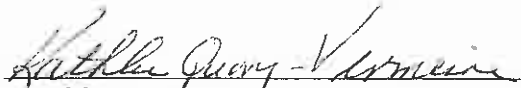
1. The Board of Commissioners authorizes the 2013 Landscape Maintenance (HWD Headquarters) Contract #13-50-03 with Facility Maintenance Contractors (FMC), attached as Exhibit A and incorporated herein by this reference, for a not-to-exceed amount of \$6,504.30 including WSST.
2. The Board of Commissioners authorizes the General Manager or designee to sign the necessary documents.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this **26th** day of **March 2013**.

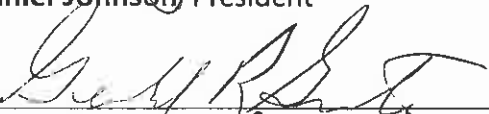
BOARD OF COMMISSIONERS



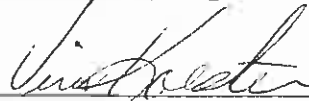
Daniel Johnson, President



Kathleen Quong-Vermeire, Secretary



Gerald R. Guite, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
(HWD HEADQUARTERS)
RFP #MP2013-02 / CONTRACT #13-50-03**

EXHIBIT A

THIS AGREEMENT ("Agreement") is entered into between **HIGHLINE WATER DISTRICT**, a Washington municipal corporation ("District"), and **FACILITY MAINTENANCE CONTRACTORS (FMC)** ("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 LANDSCAPE MAINTENANCE – HWD HEADQUARTERS

("Project") in accordance with and as described in the Scope of Work (**Attachment A**) and your proposal dated 3/14/13 (**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. The project work must commence within ten (10) days of the provision of the Notice To Proceed. The contract completion date is March 31, 2014; provided, the District and the Contractor, by mutual written agreement executed no later than thirty (30) days before the March 31, 2014 completion date, may extend the contract completion date for an additional year to March 31, 2015.
5. Project Cost. The amount of the project cost is **not-to-exceed** \$6,504.30, including Washington State sales tax (9.5%).
6. Payment Terms. The District shall pay the Contractor on the following terms: Incremental monthly payments, plus Washington State Sales tax to be paid from a contractor invoice (which must be approved by the General Manager or designated Supervisor) minus any retainage as identified in Section 16. Payment will be made within 30 days after approval of invoice.

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
(HWD HEADQUARTERS)
RFP #MP2013-02 / CONTRACT #13-50-03**

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. 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 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

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
(HWD HEADQUARTERS)
RFP #MP2013-02 / CONTRACT #13-50-03**

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 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)

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
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RFP #MP2013-02 / CONTRACT #13-50-03**

- ▶ \$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.

10. Termination. The District may terminate this Agreement at any time upon 10-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 final 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

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
(HWD HEADQUARTERS)
RFP #MP2013-02 / CONTRACT #13-50-03**

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. Litigation. Thereafter, any dispute, controversy or claim not resolved by mediation may be decided by lawsuit filed only in King County Superior Court, King County, Washington.

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.

13. Standard of Care. The Contractor warrants the services to be provided and performed under this Agreement shall be performed with the care and skill ordinarily exercised by members of the Contractor's profession practicing under similar conditions at the same time and the same or similar locality.

14. Independent Contractor. Contractor is an independent contractor and not an employee of the District. No personnel employed by the Contractor shall acquire any rights or status regarding the District and Contractor shall be responsible in full for payment of Contractor's employees, including insurance and deductions.

**HIGHLINE WATER DISTRICT
LANDSCAPE MAINTENANCE AGREEMENT
(HWD HEADQUARTERS)
RFP #MP2013-02 / CONTRACT #13-50-03**

15. Miscellaneous. District and Contractor agree in the event either party files suit relating to the performance of this Agreement, the Court in such litigation shall award reasonable costs and attorneys' fees and expenses, including attorneys' fees and expenses incurred on appeal, to the prevailing party in such suit.

This Agreement and its attachments contain the entire agreement and understanding between the District and the Contractor relating to the work to be performed pursuant to this Agreement.

Contractor shall comply with all applicable Federal, State and Local laws, rules and regulations in effect at the time of the performance of this Agreement.

This Agreement shall be interpreted and enforced according to the laws of the State of Washington.

16. Retainage. The District shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance of the work, or until receipt of all necessary releases from the State Department of Revenue and the Department of Employment Security and until settlement of any liens filed under RCW 60.28, whichever is later.

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

**FACILITY MAINTENANCE CONTRACTORS
("Contractor")**

By: _____
Matt Everett, General Manager

By: _____
L. J. Frank, General Manager

23828 30th Ave S

Kent, WA 98032

1018 W James St

Kent, WA 98032

(206) 824-0375

(206) 824-0806 – Fax

(206) 510-2304 - Cell

(253) 854-3350 - Fax

Date: _____

Date: _____

Washington State
General Contractor's License No.
FACILMC004M4

ATTACHMENT A
SCOPE OF WORK – LANDSCAPE MAINTENANCE
HIGHLINE WATER DISTRICT HEADQUARTERS

Contractor to include all work, labor, materials, equipment and incidentals necessary to maintain the landscaping at the District’s Headquarters, including, but not limited to the following:

| PLANTINGS AND BED AREAS | |
|--------------------------------|--|
| 1. | FERTILIZING: Ornamental plants and ground covers will be fertilized at least annually with supplemental feeding as necessary in accordance with the specific needs of the plants in order to maintain a healthy and vigorous condition. Organic shrub fertilizer formulated with trace elements will be used. The basic objective will be one of controlled nourishment. This annual application is to take place between March 1st and April 15th. |
| 2. | WEED CONTROL: Weed control in all improved planting areas will be continuous. Both pre-and post-emergence weed control chemicals will be used where appropriate. Hand weeding will be accomplished as necessary to keep area free of visible weeds. |
| 3. | MULCHING AND BED SURFACES: Bed surface areas will be raked in conjunction with mowing schedule to maintain a fresh appearance and remove foreign materials. Periodic inspection will be made to determine the need for the addition of ground bark or other mulch. Addition of mulch is not included in this basic service program and will be handled separately on an as-needed basis. |
| 4. | INSECT AND DISEASE CONTROL: All ornamental plant materials will be periodically inspected throughout the year to ensure against disease and insect infestation. When an infestation occurs, the appropriate fungicide or insecticide will be applied in accordance with State and local regulations, and as weather and environmental conditions permit. |
| 5. | PRUNING: All ornamental plant materials will be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. All debris will be removed from the property and lawfully disposed by the contractor. Spent flower heads will be removed. Trees are to be pruned semi-annually (once in Spring and once in Fall). |

| LAWNS | |
|--------------|---|
| 1. | MOWING: Lawns will be mowed and grass clippings removed and lawfully disposed from turf areas on a weekly basis from April 15th to October 15th and bi-weekly from October 16th to April 14th. |
| 2. | EDGING: Lawns will be edged along borders for neat appearance where needed. All clippings will be removed from lawn areas, planting beds and walks. Edging will be done in conjunction with the mowing schedule. |
| 3. | FERTILIZING: Lawns will be fertilized in accordance with the specific needs of the grasses to maintain a healthy and vigorous condition. Specifically formulated complete fertilizer with trace elements will be applied as needed during the following time periods: <i>Between April 1 and May 1; Between June 15 and July 15; Between August 15 and September 15; Between October 15 and November 15.</i> |
| 4. | WEED CONTROL: Fine turf areas will be carefully spot treated with translocated chemicals to control broadleaf weeds as weather and turf conditions dictate. |

ATTACHMENT A
SCOPE OF WORK – LANDSCAPE MAINTENANCE
HIGHLINE WATER DISTRICT HEADQUARTERS

| ALL AREAS | |
|------------------|--|
| 1. | DEBRIS CONTROL: The property will be reviewed each visit to ensure that debris, such as bottles, papers, cartons, leaves, branches and similar items are disposed of to keep the ground neat in appearance. The debris must be disposed of legally at the expense of the contractor. |
| 2. | LEAF REMOVAL: Remove leaves at the same time as mowing in the winter and summer. |
| 3. | IRRIGATION: Start-up April 1st and shutdown (winterizing) October 1st. Programming and adjustments of irrigation system is acceptable on system start-up to ensure the plants and lawn maintain their appearance and health and periodically throughout the year. Winterizing includes blow-out of system to prevent freeze damage. |
| 4. | IRRIGATION SYSTEM REPAIRS: Repairs are handled by separate work directive. |

All work to be completed during District business hours (Monday – Friday 7:00 AM to 4:30 PM), except District observed holidays. No work may be performed on weekends or evenings unless authorized by District.

ATTACHMENT B - PROPOSAL SHEET

COMPANY (Bidder): FMC

**HIGHLINE WATER DISTRICT
2013 LANDSCAPE MAINTENANCE – HEADQUARTERS
RFP #MP2013-02 / CONTRACT #13-50-03
APRIL 1, 2013 THROUGH MARCH 31, 2014**

| SITE | UNIT | MONTHLY UNIT PRICE | x 12 MONTHS | TOTAL |
|--|------|-----------------------|------------------------|------------------------|
| HWD HEADQUARTERS 23820 30TH AVE S KENT, WA 98032 | LS | \$ 495. ⁰⁰ | \$ 5940. ⁰⁰ | \$ 5940. ⁰⁰ |
| | | | 9.5% WSST | \$ 564.30 |
| | | | TOTAL | \$ 6504.30 |

Mandatory Bidder Responsibility Criteria: Pursuant to RCW 57.08 .050, it is the intent of Owner to award a contract to the lowest responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder shall be required by the Owner to submit documentation demonstrating compliance with the following criteria.

- | Do you have | YES | NO |
|--|-------------------------------------|-------------------------------------|
| 1. A current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. A current Washington Unified Business Identifier (UBI) number | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. A Washington Employment Security Department number, as required in Title 50 RCW | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. A disqualification from bidding on any public works contract under RCW39.06.010 or 39.12.065(3). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Bid Submitted By: LAWRENCE J. FRANK (L.J.F.)

Title: GM.

03-18-13 A11:17 IN Date Bid Submitted: 3-14-13

03-18-13 A11:16 IN

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: 03/19/2013

| <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: _____

RFP Number: MP #2013-02 HWD Contract #: 13-50-03Project Name: 2013 LANDSCAPE MAINTENANCE – HWD HEADQUARTERS

| 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

**BID TABULATION
HIGHLINE WATER DISTRICT
2013 HEADQUARTERS LANDSCAPE MAINTENANCE
RFP# MP2013-03 - BID OPENING 3/19/13 @ 12:00 PM**

EXHIBIT B

Apparent Low Bidder

| BIDDER | UNIT | MONTHLY UNIT PRICE | x 12 MONTHS | WSST (9.5%) | BID AMOUNT |
|--|-------------|-------------------------------|--------------------|--------------------|-------------------|
| Facility Maintenance Contractors (FMC) 1018 West James Street Kent, WA 98032 | LS | \$ 495.00 | \$ 5,940.00 | \$ 564.30 | \$ 6,504.30 |

| BIDDER | UNIT | MONTHLY UNIT PRICE | x 12 MONTHS | WSST (9.5%) | BID AMOUNT |
|---|-------------|-------------------------------|--------------------|--------------------|-------------------|
| SS Landscaping Services, Inc. 12019 Portland Ave E Ste D Tacoma, WA 98445 | LS | \$ 800.00 | \$ 9,600.00 | \$ 912.00 | \$ 10,512.00 |

| BIDDER | UNIT | MONTHLY UNIT PRICE | x 12 MONTHS | WSST (9.5%) | BID AMOUNT |
|---|-------------|-------------------------------|--------------------|--------------------|-------------------|
| TruGreen LandCare PO Box G Burien, WA 98166 | LS | \$ 855.00 | \$ 10,260.00 | \$ 974.70 | \$ 11,234.70 |

| BIDDER | UNIT | MONTHLY UNIT PRICE | x 12 MONTHS | WSST (9.5%) | BID AMOUNT |
|--|-------------|-------------------------------|--------------------|--------------------|-------------------|
| Cascade Landscape Services, Inc. PO Box 3486 Redmond, WA 98073 | LS | \$ 875.00 | \$ 10,500.00 | \$ 997.50 | \$ 11,497.50 |

| BIDDER | UNIT | MONTHLY UNIT PRICE | x 12 MONTHS | WSST (9.5%) | BID AMOUNT |
|--|-------------|-------------------------------|--------------------|--------------------|-------------------|
| Tinker Landscape/Const. Inc. PO Box 98040 Des Moines, WA 98198 | LS | \$ 1,320.00 | \$ 15,840.00 | \$ 1,504.80 | \$ 17,344.80 |

Agenda Item No.: 5.1

Agenda Date: 3/26/2013

Reviewed By: M.E.

Subject: Award Landscape Maintenance (HWD Headquarters) Contract #13-50-03
Facility Maintenance Contractors (FMC)

| 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>6,504.30</u> <i>(includes WSST)</i> | |

ATTACHMENTS:

1. Resolution 13-3-26A
2. Exhibit A - Contract #13-50-03 w/attachments
3. Exhibit B – Bid Tabulation

COMMENTS:

The District sent requests for proposals to landscape contractors on the Municipal Research Services Center (MRSC) Small Works Roster. The District received five (5) proposals. The lowest responsive and responsible bidder was Facility Maintenance Contractors (FMC).

The District's Engineer recommends awarding the contract to Facility Maintenance Contractors (FMC) and the General Manager concurs.