

City of Normandy Park



Bid Documents & Specifications for

Bid 100701

**Landscape Maintenance –
Municipal Parks and Public Right-of-Ways**

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City of Normandy Park
City Manager's Office
801 S.W. 174th Street
Normandy Park, WA 98166
(206) 248-7603

September 23, 2010

**NOTICE TO BIDDERS
Bid Call 100701**

Notice is hereby given by the undersigned that sealed bids will be accepted in the office of the Normandy Park City Clerk, Normandy Park City Hall, 801 S.W. 174th Street, Normandy Park, Washington 98166 until the hour of 2:00 p.m., October 21, 2010, and publicly opened and read for:

**Landscape Maintenance –
Municipal Parks and Public Right-of-Ways**

Bid forms and Specifications are available in the office of the City Clerk, City Hall, Normandy Park, Washington. (206) 248-7603.

The City of Normandy Park reserves the right to reject any and all bids. Minority vendors are encouraged to apply.

Dated this 23rd day of September, 2010.

(Seal)

Debbie Burke
City Clerk

Publish on October 8 and 15, 2010

**To the City Clerk
City of Normandy Park, Washington:**

BID NO. 100701
BID FORM

The undersigned hereby certifies that they have thoroughly examined the sites, located at:

- City Hall Park, 801 SW 174th Street
- Grace & T.A. Wilson Park, SW 171st and 2nd Avenue SW
- Brittany Park, Brittany Drive SW and SW Normandy Terrace
- E.J. Nist Park, Normandy Road SW and 4th Avenue SW
- Nature Trails Park, Marine View Drive SW and SW 192nd Street
- Marvista Park, 19900 4th Avenue SW
- Marine View Park, 20935 Marine View Drive SW
- Center median and landscape strips, 1st Avenue S from SW 163rd to SW 174th Street
- Landscape strips, 1st Avenue S from SW 192nd to SW 200th Street
- Mini-Parks and Landscaped Public Areas (various)

The undersigned also certifies that they have read and understand the specifications governing the work embraced in this project and propose to undertake and complete the work for the following:

The City reserves the right to award each schedule to one vendor, or different vendors.

SCHEDULE 1

CITY HALL PARK:
ANNUAL LUMP SUM \$ _____

SCHEDULE 2

GRACE & T.A. WILSON PARK:
ANNUAL LUMP SUM \$ _____

BRITTANY PARK:
ANNUAL LUMP SUM \$ _____

E.J. NIST PARK:
ANNUAL LUMP SUM \$ _____

NATURE TRAILS PARK:
ANNUAL LUMP SUM \$ _____

MARVISTA PARK:
ANNUAL LUMP SUM \$ _____

MARINE VIEW PARK:
ANNUAL LUMP SUM \$ _____

SCHEDULE 3

CENTER MEDIAN & LANDSCAPE STRIPS, 1ST AVENUE SOUTH (163RD TO 174TH):
ANNUAL LUMP SUM \$ _____

LANDSCAPE STRIPS, 1ST AVENUE SOUTH (192ND TO 200TH):
ANNUAL LUMP SUM \$ _____

MINI-PARKS & LANDSCAPED PUBLIC AREAS (various):
ANNUAL LUMP SUM \$ _____

ALL SCHEDULES SUB-TOTALS: \$ _____

SALES TAX: \$ _____

TOTAL WITH SALES TAX: \$ _____



BID SIGNATURE SHEET
BID NO. 100701

LANDSCAPE MAINTENANCE
Municipal Parks & Public Rights of Way

Receipt is here acknowledged of addendum(s) No. _____, _____, and _____.

(Bidder)

BID MUST BE SIGNED

By: _____
(Authorized Official)

_____, 2010
(Date)

(Address)

(Telephone No.)

(Fax No.)

(Washington State Registration No.)

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive quoting in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

CONTRACTOR QUALIFICATION STATEMENT

Contractor must complete all portions of this statement before bid will be considered. The following statements as to experience and general qualifications of the bidder as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the bidder and included in bid evaluation.

1. Name and address of principal business office, which Contract will be administered from:

Telephone: _____

2. Number of years Contractor has been engaged in business: _____

3. The contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exception and reasons thereof)

4. Contractor must have at least five (5) years experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for whom performed:

Phone _____ Contact Person _____

2. Location and for whom performed:

Phone _____ Contact Person _____

3. Location and for whom performed:

Phone _____ Contact Person _____

NONDISCRIMINATION PROVISION

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be executed as required, and submitted with their bid:

- A. **Bid Form**
The unit prices, extensions and total amounts bid must be shown in the spaces provided (Page 3-4).
- B. **Bid Signature Sheet**
To be filled out and signed by the bidder (Page 5).
- C. **Contractor Qualification Statement**
To be filled out by the bidder (Page 7).
- D. **Individual Prices**
To be filled out by the bidder (Pages 12 – 21)

The following forms are to be executed after the contract is awarded:

- A. **Contract**
This agreement to be executed by the successful bidder.
- B. **Certificate of Insurance**
Refer to attached Informational Certificate of Insurance and Additional Insured Endorsement.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010 by and between the City of Normandy Park, hereinafter called the Owner, and _____, a _____ Corporation, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for THE BID AMOUNT OF: \$_____ for _____.
- II. The City of Normandy Park hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in the contract.
- III. The contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the City of Normandy Park by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: CITY OF NORMANDY PARK
this _____ day of _____, 2010.

City Manager

Contractor

By: _____

ATTEST:
City Clerk

Its
(President, Owner, etc.)

(Address)

MINIMUM WAGE AFFIDAVIT

STATE OF WASHINGTON: }
 } ss

COUNTY OF KING }

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which this voucher is submitted, I have paid the following rate per hour to each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

CONTRACTOR _____

Subscribed and sworn to before me on this _____ day of _____, 2010.

Notary Public in and for the State of
Washington, residing at: _____

PROPOSAL REQUIREMENTS/GENERAL CONDITIONS

I. *General:*

SUMMARY OF WORK

The work under this Contract shall include the furnishing of all labor, materials and equipment necessary for or incidental to landscape maintenance located as indicated in these specifications and the completion of all work indicated in the Contract Documents.

INDIVIDUAL PRICES:

Bidders shall fill out the individual prices listed below, however, **a lump sum annual total shall be listed on the bid form.**

CITY HALL PARK, 801 SW 174th ST.:

1. Weekly Lawn Maintenance. Mow, trim, edge, and blow off sidewalks approximately 34 times per year. \$ _____
(per week)
2. Lawn Fertilizer/Weed Control. 5 applications per season to keep lawn green, healthy, and weed free. (Approx. 219,500 sq. ft.) \$ _____
(per application)
3. Lawn Aeration. 1 time per year. \$ _____
(per aeration)
4. Ballfield Maintenance. Dress infields and repair infield areas prior to start of season. Additional repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed per man hour. \$ _____
(per season)
5. Tree/Shrub Insect and Disease Control. If necessary. \$ _____
(per application)
6. Deep Root Feed Fertilizer. 1 aeration per year on all trees and shrubs. \$ _____
(per aeration)
7. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year. \$ _____
(per year)
8. Shrub Bed Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays and mulch as needed throughout the year to maintain a weed free appearance. (Approx. 2,000 sq. ft.) \$ _____
(per year)
9. Weekly Litter & Leaf Clean Up. Remove debris and leaves on a weekly basis in lawn, walkways, shrub beds, and parking lots. \$ _____
(per week)

- 10. Sprinkler System Maintenance. Check sprinkler system on a monthly basis for any problems. Additional repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed per man hour. \$ _____ (per man hour)
- 11. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____ (per man hour)
- 12. Other Work. Other work as requested, to be billed per man hour. \$ _____ (per man hour)

GRACE & T.A. WILSON PARK, SW 171ST & 2ND AVE.:

- 1. Weekly Lawn Maintenance. Mow, trim & edge approximately 34 times per year. \$ _____ (per week)
- 2. Lawn Fertilizer/Weed Control. 5 applications per year to keep lawn green, healthy, and weed free. (Approx. 25,000 sq. ft.) \$ _____ (per application)
- 3. Lawn Aeration. 1 time per year. \$ _____ (per aeration)
- 4. Tree/Shrub Insect and Disease Control. If necessary. \$ _____ (per application)
- 5. Deep Root Feed Fertilizer. If necessary. \$ _____ (per aeration)
- 6. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year. \$ _____ (per year)
- 7. Shrub Bed Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays and mulch as needed throughout the year to maintain a weed free appearance. (Approx. 500 sq. ft.) \$ _____ (per year)
- 8. Weekly Litter & Leaf Clean Up. Remove debris and leaves on a weekly basis in lawn, walkways, shrub beds and parking area. \$ _____ (per week)
- 9. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____ (per man hour)
- 10. Other Work. Other work as requested, to be billed per man hour. \$ _____ (per man hour)

BRITTANY PARK, BRITTANY DR. SW & NORMANDY TERRACE.:

1. Weekly Lawn Maintenance. Mow, trim & edge approximately 34 times per year. \$ _____
(per week)
2. Lawn Fertilizer/Weed Control. 5 applications per year to keep lawn green, healthy, and weed free. (Approx. 23,000 sq. ft.) \$ _____
(per application)
3. Lawn Aeration. 1 time per year. \$ _____
(per aeration)
4. Tree/Shrub Insect and Disease Control. If necessary. \$ _____
(per application)
5. Deep Root Feed Fertilizer. If necessary. \$ _____
(per aeration)
6. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year. \$ _____
(per year)
7. Shrub Bed Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays and mulch as needed throughout the year to maintain a weed free appearance. (Approx. 7,500 sq. ft.) \$ _____
(per year)
8. Weekly Litter & Leaf Clean Up. Remove debris and leaves on a weekly basis in lawn, walkways and shrub beds. \$ _____
(per week)
9. Sprinkler System Maintenance. Check sprinkler system on a monthly basis for any problems. Additional repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed per man hour. \$ _____
(per man hour)
10. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____
(per man hour)
11. Other Work. Other work as requested, to be billed per man hour. \$ _____
(per man hour)

E.J. NIST PARK, SW NORMANDY RD & 4TH AVE SW:

1. Weekly Lawn Maintenance. Mow, trim, edge, and blow off sidewalks approximately 34 times per year. \$ _____
(per week)
2. Lawn Fertilizer/Weed Control. 5 applications per season to keep lawn green, healthy, and weed free. (Approx. 105,000 sq. ft.) \$ _____
(per application)
3. Lawn Aeration. 1 time per season. \$ _____
(per aeration)
4. Tree/Shrub Insect and Disease Control. If necessary. \$ _____
(per application)
5. Deep Root Feed Fertilizer. If necessary. \$ _____
(per aeration)
6. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year. \$ _____
(per year)
7. Shrub Bed Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays as needed throughout the year to maintain a weed free appearance. (Approx. 2,500 sq. ft.) \$ _____
(per year)
8. Weekly Litter & Leaf Clean Up. Remove debris and leaves on a weekly basis in lawn, walkways, shrub beds and parking lot. \$ _____
(per week)
9. Sprinkler System Maintenance. Check sprinkler system on a monthly basis for any problems. Additional repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed per man hour. \$ _____
(per man hour)
10. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____
(per man hour)
11. Other Work. Other work as requested, to be billed per man hour. \$ _____
(per man hour)

NATURE TRAILS PARK, MARINE VIEW DR & SW 192ND ST:

1. Weekly Lawn Maintenance. Mow, trim, edge, and blow off sidewalks approximately 34 times per season. \$ _____
(per week)

2. Weekly Litter Clean Up. Remove debris on a weekly basis in lawn, walkways and shrub beds. \$ _____
(per week)

3. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____
(per man hour)

4. Other Work. Other work as requested, to be billed per man hour. \$ _____
(per man hour)

MARVISTA PARK, 19900 4TH AVE SW:

1. Weekly Lawn Maintenance. Mow, trim, edge, and blow off sidewalks and play area surface. \$ _____
(per week)
2. Lawn Fertilizer/Weed Control. 5 applications per year to keep lawn green, healthy, and weed free. (Approx. 150,000 sq. ft.) \$ _____
(per application)
3. Lawn Aeration. 1 time per year. \$ _____
(per aeration)
4. Tree/Shrub Insect and Disease Control. If necessary. \$ _____
(per application)
5. Deep Root Feed Fertilizer. If necessary. \$ _____
(per aeration)
6. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year. \$ _____
(per year)
7. Shrub Bed Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays and mulch as needed throughout the year to maintain a weed free appearance. (Approx. 5,000 sq. ft.) \$ _____
(per year)
8. Weekly Litter & Leaf Clean Up. Remove debris and leaves on a weekly basis in lawn, walkways, shrub beds and parking lot. \$ _____
(per week)
9. Sprinkler System Maintenance. Check sprinkler system on a monthly basis for any problems. Additional repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed per man hour. \$ _____
(per man hour)
10. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____
(per man hour)
11. Community Pea Patch. Prior to April 1st of each year prepare soil for use by gardeners. Includes roto-tilling and application of organic fertilizer (if necessary). After the end of the growing season (Oct. 15) Pea Patch area will be roto-tilled. \$ _____
(per year)
12. Other Work. Other work as requested, to be billed per man hour. \$ _____
(per man hour)

MARINE VIEW PARK, 20935 MARINE VIEW DRIVE SW:

1. Weekly Lawn Maintenance. Mow, trim & edge approximately 34 times per season (Heath Addn). \$ _____
(per week)
2. Tree/Shrub Insect and Disease Control. If necessary. \$ _____
(per application)
3. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year to maintain pathway clearance. \$ _____
(per year)
4. Weekly Litter Clean Up. Remove debris on a weekly basis in lawn, walkways and shrub beds. \$ _____
(per week)
5. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____
(per man hour)
6. Other Work. Other work as requested, to be billed per man hour. \$ _____
(per man hour)

CENTER MEDIAN/LANDSCAPE STRIPS, 1ST AVE S (163RD TO SW 174TH ST.):

1. Tree/Shrub Insect and Disease Control. 4 applications throughout the year. \$ _____
(per application)
2. Deep Root Feed Fertilizer. 1 aeration per year on all trees and shrubs. \$ _____
(per aeration)
3. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year. \$ _____
(per year)
4. Shrub Bed Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays as needed throughout the year to maintain a weed free appearance. (Approx. 8,000 sq. ft.) \$ _____
(per year)
5. Weekly Litter Clean Up. Remove debris on a weekly basis in lawn, walkways and shrub beds. \$ _____
(per week)
6. Sprinkler System Maintenance. Check sprinkler system on a monthly basis for any problems. Additional repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed per man hour. \$ _____
(per man hour)
7. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____
(per man hour)
8. Other Work. Other work as requested, to be billed per man hour. \$ _____
(per man hour)

LANDSCAPE STRIPS, 1 AVE S (192ND TO SW 200TH ST.):

1. Tree/Shrub Insect and Disease Control. 4 applications throughout the year. \$ _____
(per application)
2. Deep Root Feed Fertilizer. 1 aeration per year on all trees and shrubs. \$ _____
(per aeration)
3. Tree/Shrub Trimming. Trim trees and shrubs as needed throughout the year. \$ _____
(per year)
4. Shrub Bed Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays as needed throughout the year to maintain a weed free appearance. (Approx. 40,000 sq. ft.) \$ _____
(per year)
5. Weekly Litter Clean Up. Remove debris on a weekly basis in lawn, walkways and shrub beds. \$ _____
(per week)
6. Sprinkler System Maintenance. Check sprinkler system on a monthly basis for any problems. Additional repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed per man hour. \$ _____
(per man hour)
7. Spring and Fall Cleanup – Cleaning of all shrub and flower beds. \$ _____
(per man hour)
8. Other Work. Other work as requested, to be billed per man hour. \$ _____
(per man hour)

**MINI-PARKS & LANDSCAPED PUBLIC AREAS:
(See locations below)**

- | | |
|---|-------------------------------|
| 1. <u>Weekly Lawn Maintenance</u> . Mow, trim & edge approximately 34 times per season. | \$ _____
(per week) |
| 2. <u>Tree/Shrub Insect and Disease Control</u> . 4 applications throughout the season. | \$ _____
(per application) |
| 3. <u>Tree/Shrub Trimming</u> . Trim trees and shrubs as needed throughout the season. | \$ _____
(per season) |
| 4. <u>Shrub Bed Weed Control</u> . Apply preventative pre-emergent herbicides and apply touch up sprays and mulch as needed throughout the season to maintain a weed free appearance. | \$ _____
(per season) |
| 5. <u>Weekly Litter Clean Up</u> . Remove debris on a weekly basis (approximately 34 times per season) in lawn, walkways and shrub beds. | \$ _____
(per week) |
| 6. <u>Spring and Fall Cleanup</u> – Cleaning of all shrub and flower beds. | \$ _____
(per man hour) |
| 7. <u>Other Work</u> . Other work as requested, to be billed per man hour. | \$ _____
(per man hour) |

Locations:

SW 171st/2nd Avenue SW (Gallows Park)
 SW Channon/Edgecliff Drive SW
 SW 171st/1st Avenue SW (sign)
 Normandy Drive/1st Avenue S (sign)
 SW 208th St/1st Avenue S (sign)

6th Place SW/SW 181st Place
 Marine View Drive SW/Riviera Place
 Normandy Road/1st Avenue S
 SW 202nd St/1st Avenue S (sign)
 SW 216th St/1st Avenue S

During the life of the contract, the contact for the City of Normandy Park will be Karl Franta, Maintenance Supervisor, (206) 248-8265.

Any additional work found necessary shall be listed on a separate sheet of paper, titled "additional work".

II. Special Conditions:

- A. All proposals must be made upon forms to be obtained from the City Clerk's Office, City Hall, 801 SW 174th Street, Normandy Park, Washington 98166.
- B. Proposal shall be submitted to the City Clerk's Office, Normandy Park City Hall, 801 SW 174th Street, by 2:00 p.m. on October 21, 2010 in a sealed envelope labeled Bid No. 100701 with the date and time of bid opening written on it. If you plan on attending the bid opening, **DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. All bids must be submitted to the City Clerk's Office.**

C. **Term:**

The period of this contract shall be for a period of one year from its effective date. The City may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

- D. PRICE ADJUSTMENT – In order to protect the interest of the City and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City.

In submitting bids, each contractor shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract.

If contractor requests the City to do so, payment under this contract may be adjusted each succeeding year effective on the contract anniversary date, should the Consumer Price Index show a change from the base index. The increase/decrease shall be tied to the previous twelve (12) months annualized Consumer Price Index for the Seattle – Tacoma – Everett All Urban Consumers. The yearly increase shall not exceed 3.5%.

- E. The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.
- F. Reference to "Owner" herein shall be interpreted as the City of Normandy Park.
- G. The contractor shall warrant to the Owner and guarantee the work under this contract against defective workmanship and materials for a period of one year commencing on the date of final acceptance of the work.
- H. The final bid amount shall include cost of all materials, labor, and any and all permits required, and cost of applicable inspections.
- I. Answers to all questions, inquiries or requests for additional information or for substitution of proposed materials will be issued in the form of Addenda, and copies of each Addendum will be issued to all prospective bidders. During the quoting period, prospective bidders will be advised by Addendum of addition to, deletions from or changes in the requirements of the Contract authenticity or correctness of oral

interpretations of Contract Documents or information obtained in any other manner than through the media of Addenda. Receipt of each Addendum must be acknowledged by bidders in their proposals and each Addendum shall be considered a part of the Contract Documents.

J. Insurance:

a. Contractor's Liability Insurance:

The Contractor shall obtain and maintain in full force and effect during the term of this Contract, commercial general liability coverage and automobile coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. The minimum limits of liability shall be as shown on the "Informational Copy" of the Certificate of Insurance included at the end of this section.

A commercial general liability deductible of \$5,000 or less is acceptable. The contractor will be responsible for the payment of that deductible for any losses which occur. Higher retention or deductible limits may be acceptable on prior approval by the City.

Providing coverage in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

The City of Normandy Park, its agents, elected and appointed officials and employees are to be listed as additional insured under the policies.

The Contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 45 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out and initialed. A copy of the Additional Insured Endorsement attached to the policy shall be included with the certificate.

The Contractor shall also maintain workers compensation throughout the State of Washington.

The Certificate of Insurance as required in this section shall be signed by a duly authorized agent of the company. Also, the additional insured endorsement shall be signed by the agent and specifically name the City of Normandy Park, their agents, employees, and elected or appointed officials as additional insured for this project.

If a broker is involved, the Certificate of Insurance and Endorsement will be signed by a duly authorized agent of the company.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

- b. Contractor shall and hereby agrees to, release, save, otherwise hold harmless and indemnify the City of Normandy Park from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said City arising out of the Contractor's implementation of the terms of this Contract.

K. Site and Specification Examination:

- a. The submission of a bid shall be conclusive evidence that a bidder has made sufficient examination of the specifications and contract documents and has thoroughly investigated and is satisfied as to the existing conditions to be encountered at the project site; the character, quantity, quality and scope of work; the quantities and qualities of materials to be supplied and equipment and labor to be used; and the requirements of the Contract and proposal submitted, including all addenda for performance of the work.
- b. The bidder must be familiar with all state, federal and local laws, ordinances and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. They are assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
- c. The bidder must determine, from careful examination, the methods, materials, labor and equipment required to perform the work in full and shall reflect the same in his bid price. If, in the performance of the work, additional materials, labor or equipment are required beyond those anticipated by the bidder, they will not be entitled to additional compensation except as may be provided for elsewhere in these specifications.

L. Permits and Licenses

- a. Procurement of a City Business License. The successful vendor must procure a City of Normandy Park Business License and pay all charges, fees, and taxes associated with said license.
- b. Washington Contractor's Registration. Bidders must have a valid Washington State Contractor's License at the time of opening of the bids.
- c. The Contractor must obtain all required permits and license required for all phases of this project, including but not limited to: building permits, electrical permits, right-of-way use permits, etc.

M. Award of Contract:

The City of Normandy Park reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

- a. The award of the Contract will be made within sixty days after the opening of the proposals. Bids will be considered valid for sixty (60) days after submittal.
- b. Company experience level and qualifications of subcontractor or agent designated to complete the testing requirements is important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement must be completed and enclosed with the bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.
- c. It shall not be the responsibility of the City to provide engineering or other services to protect the Contractor from additional costs accrued from performing this Contract.

N. Payment:

Vendor is to submit properly completed invoice(s) to the City of Normandy Park Accounts Payable, 801 S.W. 174th Street, Normandy Park, WA 98166. To insure prompt payment each invoice should cite Bid Number 100701, purchase order number, discount terms and include the vendor's name and return remittance address. Payment will be mailed within fifteen (15) days after receipt of properly completed invoice. Vendor is to divide yearly charges by the 12 active months of the season and bill the City in 12 equal payments during the year.

O. Protection of existing utilities

- a. Notify the Owner in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe and continuous operation of the services.
- b. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately.
- c. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

P. Waste materials

All refuse and waste material must be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, roads, etc.

Q. Manufacturer's instructions

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.

R. Public convenience and safety

- a. The Contractor must so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.
- b. The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

S. Dust/debris control

- a. The Contractor must take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.
- b. All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris and garbage daily. Specific areas are adjacent buildings, walkways and parking areas.

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/28/2005
PRODUCER (818)223-8383 FAX (818)223-8181 Tri County Insurance Calabasas License # 0572714 23961-L Craftsman Road Calabasas, CA 91302	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ABC Landscape Company 1234 Oak Street My Town, WA USA	INSURERS AFFORDING COVERAGE INSURER A: Nationwide Insurance Group INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 23787

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	ACP7801994046	10/14/2005	10/14/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named as Additional Insured as per policy terms, conditions, coverages, limits and exclusions as their interests may appear in Operations of the Named Insured.

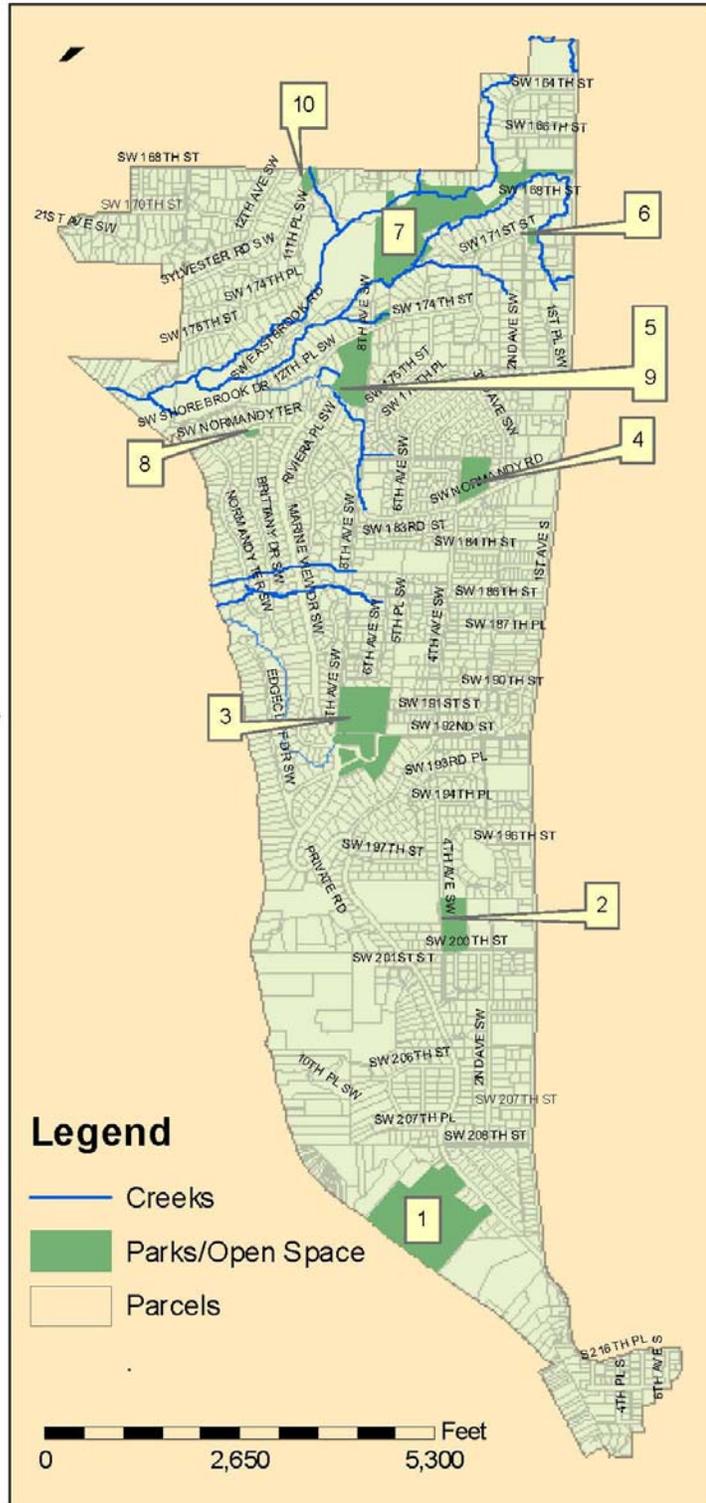
CERTIFICATE HOLDER City of Normandy Park 801 S.W. 174 th Street Normandy Park, WA 98166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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City of Normandy Park: Parks and Open Space Map

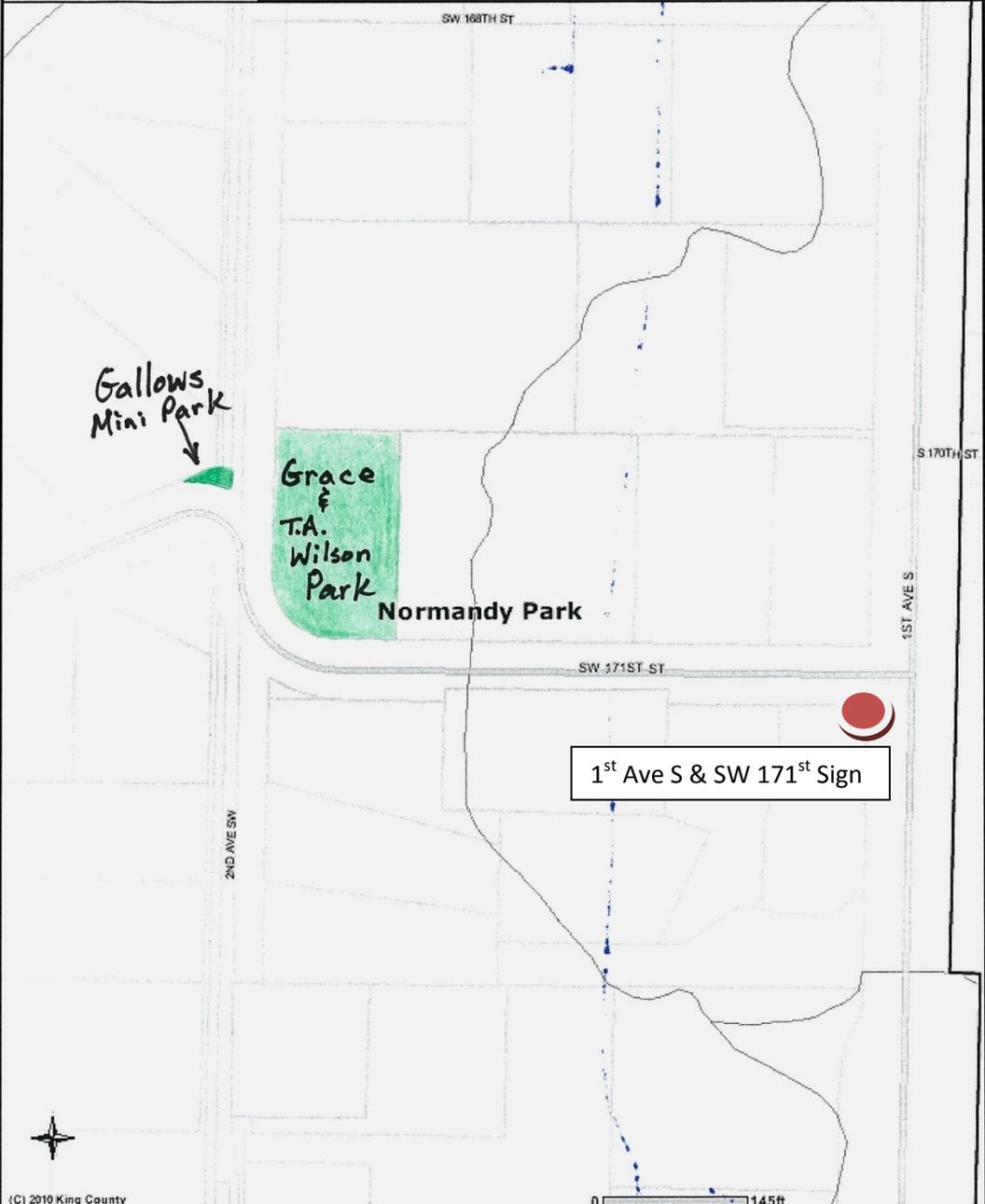
Parks/Open Space Locations:

1. Marine View Park
Location: 20935 Marine View Dr.
2. Marvista Park
Location: 19900 SW 4th Av.
3. Nature Trails Park
Location: Marine View Dr./SW 8th Av.
4. Nist Park
Location: 242 SW Normandy Rd.
5. City Hall Park
Location: 801 SW 174th St.
6. Wilson Park
Location: 171st St./ SW 2nd Av.
7. Walker Creek Preserve
Location: 168th St./ SW 2nd Av.
8. Brittany Park
Location: Normandy Terrace/Brittany
9. Recreation Center
Location: 801 SW 174th St.
10. Open Space
Location: Sylvester Rd/SW 168th St.



Data Location: C:\Documents and Settings\inoh.d\Desktop\Parks_NP.mxd
 Produced for: Dept. of Community Development, City of Normandy Park
 Date Created: March 17, 2010
 Created By: David Stanton

GALLOWS MINI-PARK



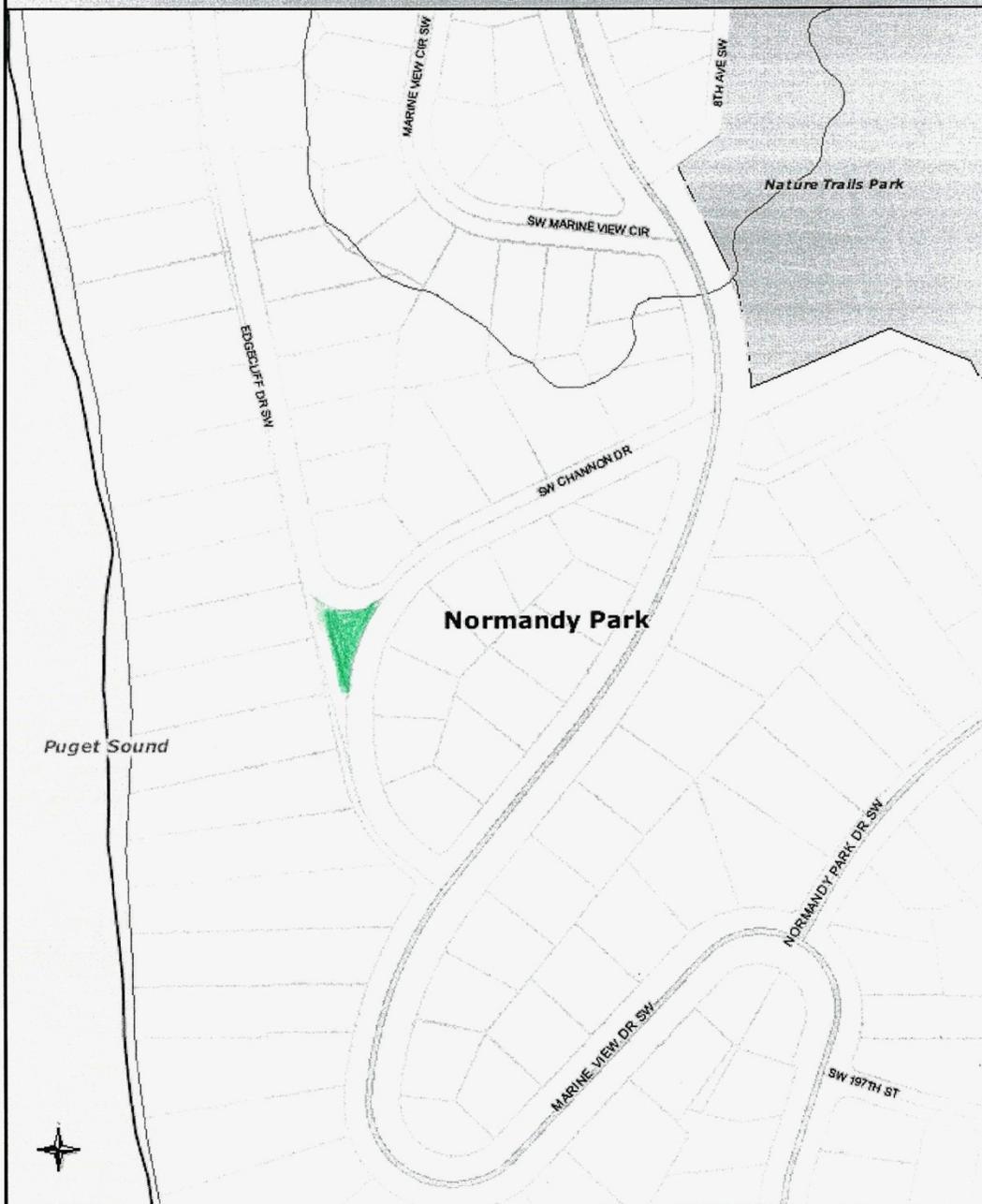
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Date: 9/24/2010 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



SW Channon/Edgecliff Drive SW



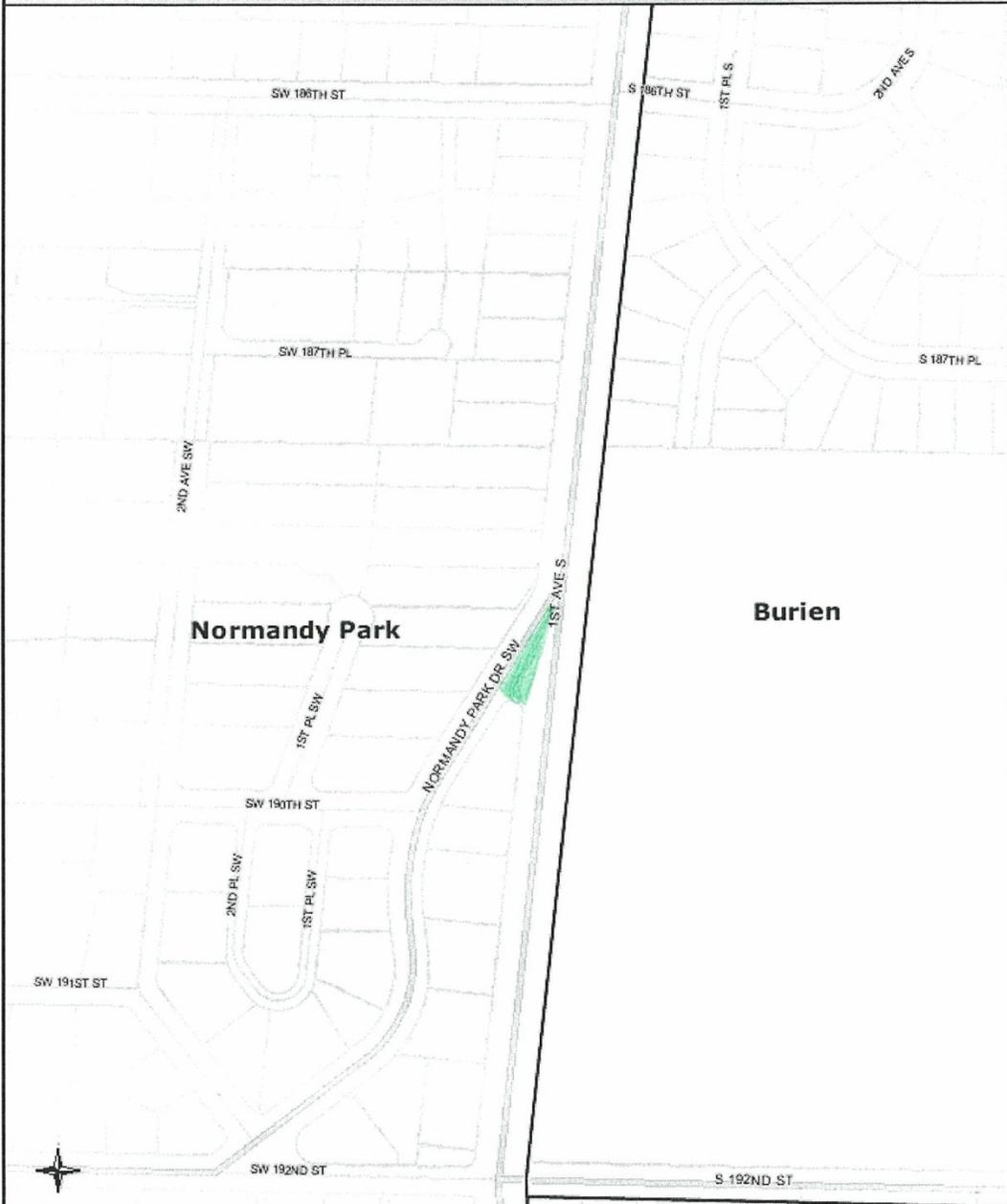
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Normandy Drive/1st Avenue S



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Des Moines
0 257ft



SW 202nd/1st Ave SW



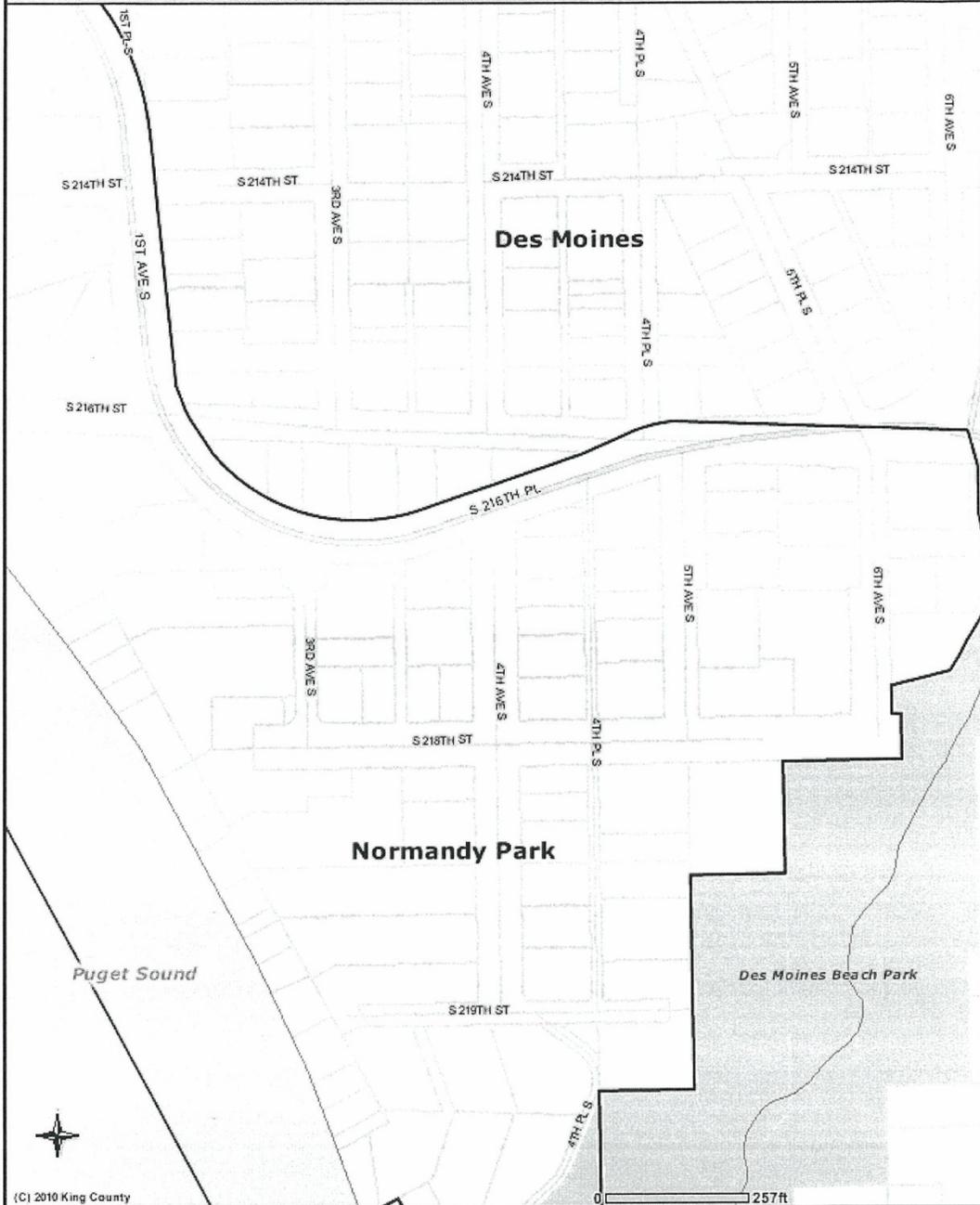
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SW 216th/1st Ave S



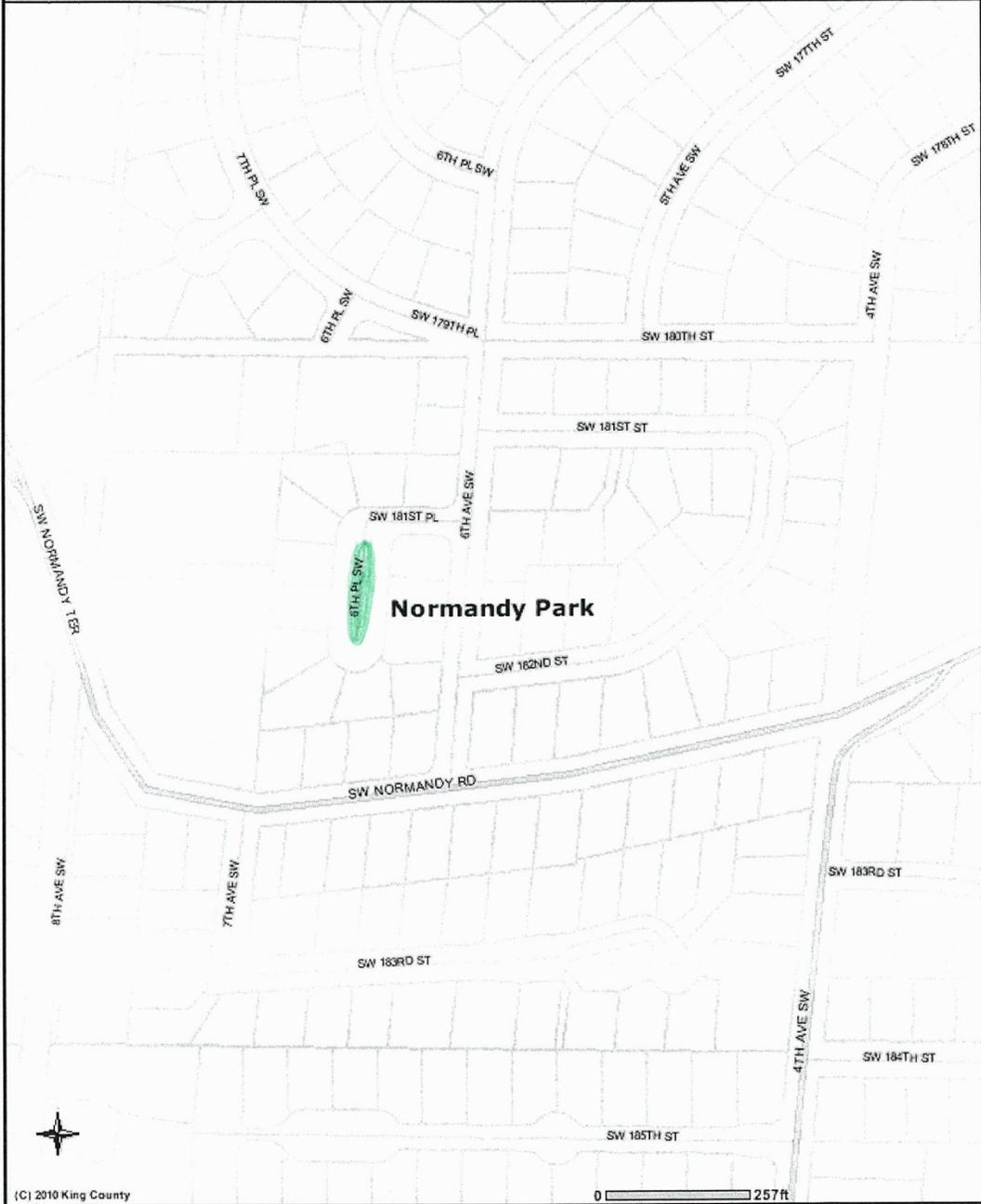
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6th Place SW/SW 181st Place



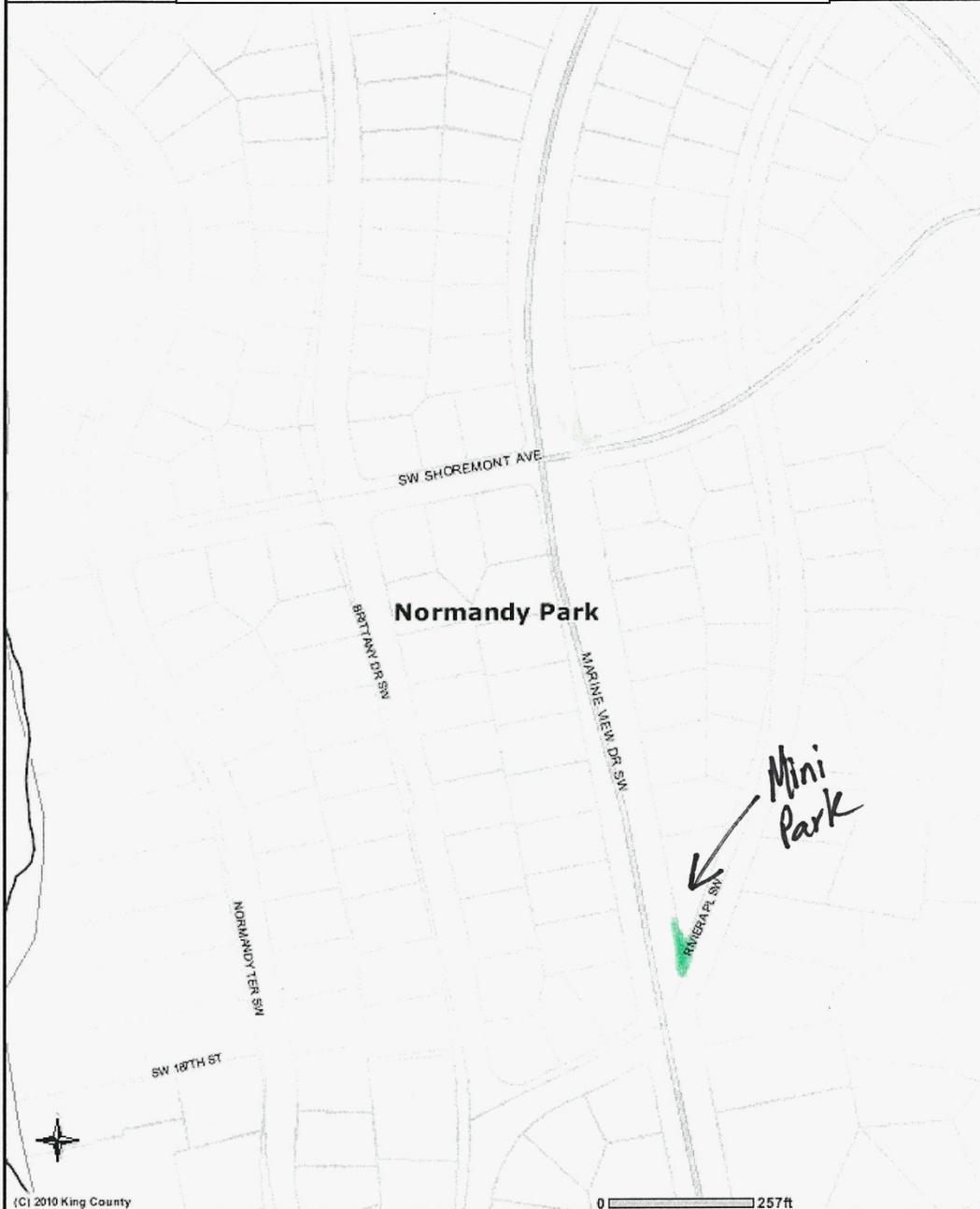
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MARINE VIEW DR/RIVIERA PL. MINI PARK



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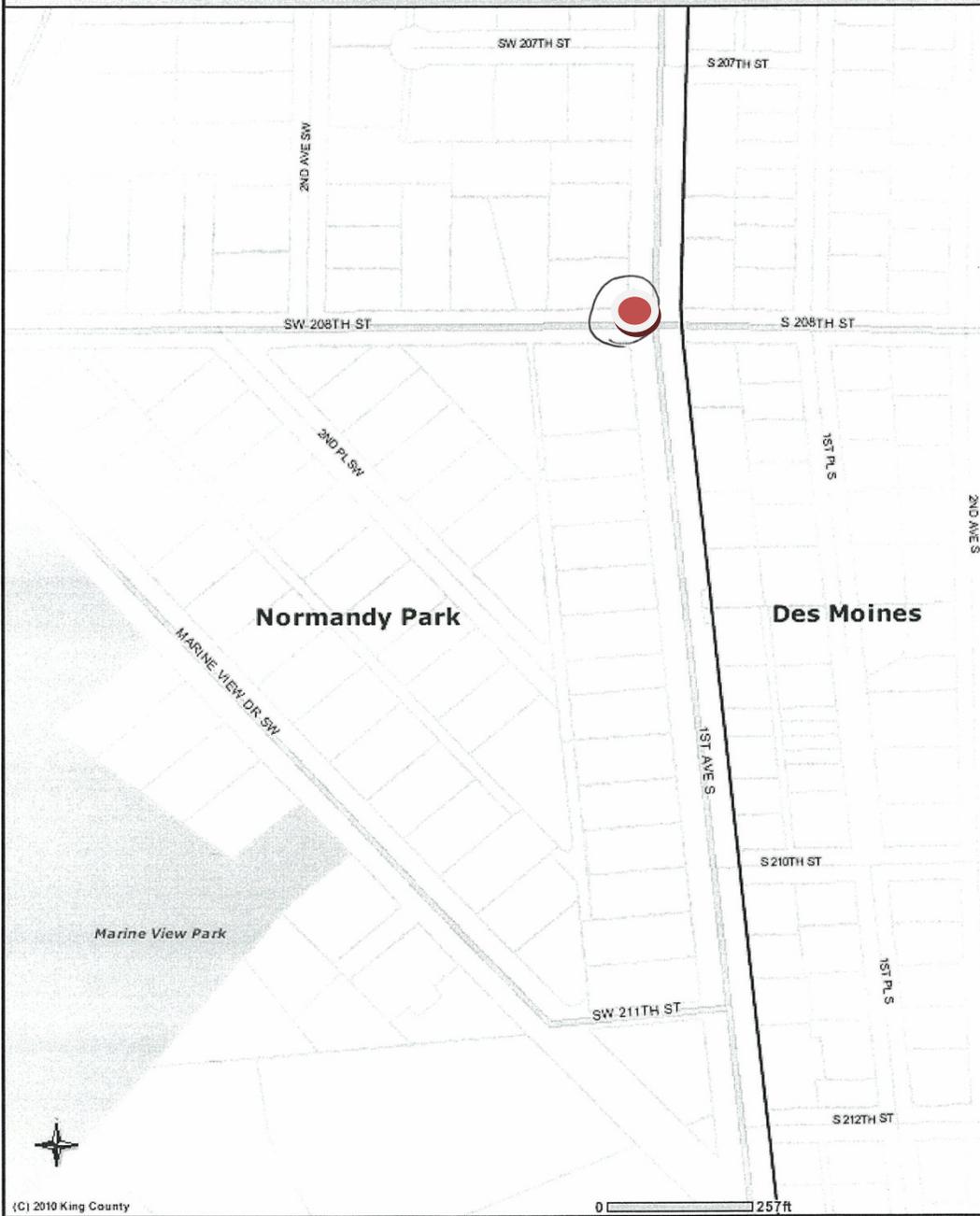
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SW 208th/1st Ave S



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