

RESOLUTION NO. 1879

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A SERVICES AGREEMENT WITH
PAT'S TREE AND LANDSCAPE, INC. FOR 2022-2023
TREE SERVICE**

WHEREAS, the City requires vendor support to complete routine tree management services and properly solicited bids from tree service providers included in the Municipal Research Service Center (MRSC) roster to contract with the City for these services; and

WHEREAS, Pat's Tree and Landscape, Inc. submitted the lowest responsible bid in response to the City's Invitation to Bid;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the services agreement with Pat's Tree and Landscape, Inc. included herewith as Attachment 1.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 8th day of December 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:


Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: December 2, 2022
PASSED BY THE CITY COUNCIL: December 8, 2022
RESOLUTION NO.: 1879

**CITY OF LAKE FOREST PARK
SERVICES AGREEMENT
Agreement Title: 2022-2023 Tree Service**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Pat's Tree and Landscape, Inc. (the "Contractor").

Contractor Business: Pat's Tree and Landscape, Inc.

Contractor Address: PO Box 82514, Kenmore, WA 98028

Contractor Phone: 425-766-4482

Contact Name Patrick See

Contractor e-mail: pseestrees@hotmail.com

Federal Employee ID No.: 473996047

Authorized City Representative for Jeffrey Perrigo
this contract:

WHEREAS, the City requires vendor support to complete routine tree management services and properly solicited bids from tree service providers included in the Municipal Research Service Center (MRSC) roster to contract with the City for these services; and

WHEREAS, the Contractor submitted the lowest responsible bid in response to the City's Invitation to Bid;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Contractor. The City retains the Contractor to provide the services described in Exhibit A incorporated herein, for 2022-2023 Tree Service ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Contractor shall perform the Work according to the terms and conditions of this Agreement.

This Agreement shall have an effective date of December 1, 2022.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Patrick See. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a Work Order(s) and it shall be completed no later than December 1, 2024 ("Contract Time") unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Contractor shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

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2. Compensation.

A. The total compensation to be paid to Contractor for the Work in Exhibit A, including all services and expenses, shall not exceed one hundred thousand Dollars (\$100,000.00) as shown on Exhibit B, which shall be full compensation ("Contract Price") for the Exhibit A Work. Contractor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Contractor and sub-contractors.

B. Contractor shall be paid in such amounts and in such manner as described in Exhibit B.

C. Contractor shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

D. The City has budgeted for the full Contract Price but does not warrant expressly or by implication that this level of expenditure will occur during the Contract Time. The City does not warrant expressly or by implication that the actual quantities of Work will correspond with the estimated quantities provided in Exhibit B. The actual quantities of Work provided under this Contract may vary substantially from the estimated quantities used to determine the basis of award, and the Contractor is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work performed and the estimated quantities used for purposes of determining the basis of award.

E. Individual work orders issued during the contract, if any, are expected to have a minimum value of five hundred dollars (\$500.00). If the City issues a work order to the Contractor valued less than \$500, the Contractor shall be permitted to negotiate cost premiums applicable to such small quantities of Work with the City prior to beginning work on the work order.

F. Portions of the Work performed within public right of way qualify as exempt from sales tax per Washington State Revenue Rule 171 (WAC 458-20-171). No separate, distinct sales tax monies will be reimbursed to the Contractor for execution of tax-exempt Work.

3. Request for Payment.

A. Not more than once every thirty days the Contractor shall send electronically to ap@cityoflfp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Contractor shall submit all reports and other documents specified in Exhibits A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work. If Contractor fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Contractor's permission shall be at the City's sole risk.

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5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Contractor ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Contractor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Contractor actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Contractor shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Contractor, the Contractor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Contractor agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of Contractor's employees. As to such claims and with respect to the City only, Contractor waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONTRACTOR.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Contractor" includes employees, agents, representatives, sub-contractors; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

8. Insurance.

A. Contractor shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Contractor's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Contractor's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each sub-contractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

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2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Contractor performs any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

C. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Contractor insurance in the name of the Contractor and deduct the cost of providing and maintaining such insurance from any sums due to Contractor under this Agreement, or the City may demand Contractor to promptly reimburse the City for such cost.

9. Independent Contractor. The Contractor is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Contractor shall not acquire any rights or status regarding the City.

10. Employment. The Contractor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Contractor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Contractor's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Contractor shall obtain a City of Lake Forest Park business license before performing any Work.

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13. Compliance with Federal, State and Local Laws. Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Prevailing Wages. The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

15. Waiver. Any waiver by the Contractor or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

16. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiation whether oral or written not set forth herein.

17. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Contractor.

18. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

19. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

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City of Lake Forest Park
Attn: Jeffrey Perrigo, Public Works Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155

B. Notices to the Contractor shall be sent to the following address:

Pat's Tree and Landscape, Inc.
Attn: Patrick See
PO Box 82514
Kenmore, WA 98028

20. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

21. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the dates provided below, with an effective date of the contract of December 1, 2023.

CITY OF LAKE FOREST PARK WASHINGTON	CONTRACTOR:
By: _____ Jeff Johnson, Mayor	By _____
Date _____	Its: _____ Date: _____
ATTEST: _____ Matt McLean, City Clerk	
APPROVED AS TO FORM: _____ Kim Adams Pratt, City Attorney	
Date: _____	

EXHIBIT A

EXHIBIT A - SPECIFICATIONS

A. Location

1. All Work will be performed within the incorporated limits of the City of Lake Forest Park, WA.
2. All Work is expected to occur on public property including City right of way and City-owned parcels. If Work must be performed on private property, the City will obtain Right of Entry from property owners prior to the Contractor's execution of the Work.
3. Work may be required on uneven terrain, steep slopes, and at other locations that may be difficult to access.
4. As the Work of this unit price contract is not planned, specific Work sites have not yet been identified. References herein to "Work site" are meant to refer to specific locations identified in Work Orders the City may issue to the Contractor. Each "Work site" includes the total area temporarily occupied by the Contractor during performance of Work.

B. Normal Working Hours

1. The normal hours of Work applicable to this contract shall be eight hours per day within a timeframe beginning no earlier than 7:00 AM and ending no later than 5:00 PM. Normal working hours shall also occur Monday to Friday, excluding the following City-observed holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

C. General Requirements

1. The Contractor shall perform Work in accordance with these General Requirements. Unless stated otherwise, the cost(s) of any sort whatsoever that may be required to conform to these General Requirements shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
2. The Contractor shall provide supervision of the Work and shall ensure:
 - i. Personnel engaged in the Work shall be qualified and appropriately certified or licensed to perform tasks assigned to them.
 - ii. Crews assigned to perform Work shall be appropriately sized and equipped to complete the Work efficiently and in accordance with contract's quality, safety, and other requirements.
 - iii. Tools and equipment used to perform Work shall be of sufficient design, size, and condition to complete the Work efficiently and in accordance with contract's quality, safety, and other requirements.
3. The Contractor shall complete Work in conformance to the latest revision of ANSI Z133.1 "American National Standard for Arboricultural Operations - Safety Requirements," available from the American National Standards Institute, the National

Arborist Association, or the International Society of Arboriculture. Where the standards or practices of ANSI Z133.1 differ from those listed in these specifications, the standards and practices in these specifications shall prevail.

4. Protection of Work and Property

- i. The Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- ii. The Contractor shall furnish, install, implement, and maintain all necessary safeguards for protection of human health and safety, property, and the environment during performance of the Work. Required safeguards include, but are not limited to:
 - a. Fences, railing, barricades, lighting, posting of warning signs, and other warnings against hazards.
 - b. Operational and occupational health and safety practices established by industry standards and applicable regulations (e.g. OSHA, WISHA).
 - c. All temporary work zone traffic control measures that may be necessary to effect the safe and orderly diversion of vehicular, pedestrian, and bicycle traffic around the Work site. Temporary traffic control shall comply with the latest revision of Part VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). If the use of traffic control flaggers is required, separate payment for this service shall be made under Bid Item BI #4. Road closures shall not be implemented as a traffic control measure without the City's prior authorization.
- iii. The Contractor shall prevent trees or tree parts from falling and creating damage to adjacent homes driveways, streets, sidewalks, landscaping and other property during Work performed under this contract. Any property damage that results from Work under this Contract shall be remedied by the Contractor.
- iv. The Contractor shall ensure that public or private rights of way affected by the Work are passable at the end of each day before the work crew leaves the Work site unless authorization is given by the City to do otherwise. Contractor shall remove and dispose all brush and other debris caused by the Work performed from streets and sidewalks. Debris removal shall be accomplished by sweeping or other means sufficient to prevent mobilization of debris beyond the Work site by natural or other forces such as wind, stormwater runoff or surface water flows, tracking by vehicles, etc.

5. Permits

- i. Contractor shall obtain all required permits from local, state, federal, or other jurisdictional agencies that may exercise authority over the Work. Contractor shall provide evidence of all permit applications, issued permits and approvals to the City upon request.
- ii. Contractor shall submit payment of applicable permit application or issuance fees to jurisdictional agencies and is permitted to invoice the City for reimbursement of this expense. The Contractor's costs to prepare and submit applications, manage and close out issued permits, and perform other

permitting-related services shall be incidental to the Work and not eligible for separate payment. Contractor is advised that the City is exempt from fees associated with City-issued land use permits.

6. Work Orders

- i. Following contract execution, the City will authorize completion of limited amounts of Work through the issuance of Work Orders. Work Orders shall describe the scope of Work, the Work site location, and the time allowed to complete the Work ("allotted time"). The City's process for authorizing Work Orders may vary according to the urgency of the Work, as described herein.
- ii. Scheduled Work Orders
 - a. For work that does not require the Contractor's immediate response, the City shall issue a Scheduled Work Order to the Contractor. Upon receipt of the City's Scheduled Work Order, Contractor shall prepare a proposal including the estimated quantity of Work and total price and submit to the City for review and approval prior to beginning work. Proposals shall be itemized per Bid Items (see Section D) and shall note the quantity, unit price, and total price for each type of Bid Item work required.
 - b. If the City approves the Contractor's proposal and authorizes the Contractor to complete the associated Work, the Contractor shall complete the Work within the allotted time and price specified in the Scheduled Work Order and approved proposal, respectively. Contractor shall notify the City as soon as they become aware of any conditions that may prevent the completion of Work within the allotted time or approved price.
- iii. Urgent Work Orders
 - a. The City may issue Urgent Work Orders to the Contractor if their immediate response is necessary to address active or emerging threats to human health, safety, or property, or other impacts and risks. Within one (1) hour of receipt of an Urgent Work Order, the Contractor shall provide to City an appropriately sized and equipped crew of laborers and/or operators. The City's issuance of an Urgent Work Order shall constitute its authorization for the Contractor to proceed with the associated Work.
 - b. The Contractor shall be available to respond to Urgent Work Orders 24 hours per day, 365 days per year.
 - c. For the duration of Urgent Work that occurs during normal working hours, the Contractor will be compensated at the applicable hourly rate(s) for standard Bid Item work established in the Pricing Proposal.
 - d. If Urgent Work occurs outside of normal working hours, or requires the performance of non-standard types of Work, the City may direct the Contractor to proceed with Work on a time and material basis. The Contractor shall submit documentation of all related labor, material, equipment, and other costs with their request for payment for such Work. Any City-approved charges for such Work shall be charged to Bid Item #16 (see Section D) on the Contractor's invoice.

7. Inspections and Correction of Work

- i. All Work, all materials, whether incorporated into the Work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of the City, whose representatives shall be the final judge of the quality and consistency with this contract. Should these fail to meet this approval they will be forthwith redone, made good, replaced, and/or covered, as the case may be, by the Contractor at their own expense. Rejected material will be removed immediately from the Work site. If, in the opinion of the City, it is undesirable to correct any defective Work, the compensation to be paid to the Contractor shall be reduced by such amount as in the judgment of the City shall be equitable.

D. Bid Item Specifications

The Bid Items (BI) described in this section correspond to the Bid Items noted in the Proposal Form in the Invitation to Bid. Contractor shall provide and bear the expense of all labor, supervision, travel, fuel, equipment, materials, tools, and other provisions that may be required to perform BI #1-16 work. Specifications for execution, measurement, and payment of Work are as follows:

1. LABOR BID ITEMS

1.1 BID ITEM #1 – MAINTENANCE TRIMMING & PRUNING LABORER

i. Description

- This Bid Item shall include, but not be limited to, the work of a laborer, including supervisors or foremen, to perform maintenance trimming and pruning.

ii. Execution

- Remove dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches from the main trunk and/or crown as directed in Work Order.
- Load removed plant material for hauling.
- Perform all BI #1 work in conformance to the latest revision of ANSI A300, "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".

iii. Measurement and Payment

- BI #1 work will be measured and paid per hour of laborer's engagement in BI #1 work at the Work site.

1.2 BID ITEM #2 – TREE FALLING & BUCKING LABORER

i. Description

- This Bid Item shall include, but not be limited, the work of a laborer, including supervisors or foremen, to perform falling and bucking of trees of all sizes.

ii. Execution

- Remove trees identified in Work Order.
- Buck felled tree trunks and remove limbs as needed.

- Load removed plant material for hauling.
- Perform all BI #1 work in conformance to the latest revision of ANSI A300, "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".

iii. Measurement and Payment

- BI #2 work will be measured and paid per hour of laborer's engagement in BI #2 work at the Work site.

1.3 BID ITEM #3 – SMALL EQUIPMENT OPERATOR

i. Description

- This Bid Item shall include, but not be limited to, the work of a qualified operator of small equipment such as chippers, stump grinders, booms of bucket trucks, and other small power equipment, to perform operation of said equipment.

ii. Execution

- Safely operate equipment to enable or facilitate performance of the Work.
- Stump grinding work shall be performed as follows:
 - Stumps are to be ground out to a minimum depth of 6" inches below the finish grade of turf. The City may specify alternate grinding depths in Work Orders.
 - All exposed surface roots extending from the stump are to be ground until no longer visible.
 - The Contractor will leave a sufficient supply of chips to backfill the hole at 3" inches above finish grade to allow for settlement. All excess chips will be removed and disposed by the Contractor unless otherwise permitted by the City.
 - Any potential conflicts with utilities either above or below ground are the responsibility of the Contractor to identify prior to excavation. Any utility damage and associated costs resulting from stump grinding are the responsibility of the Contractor.
- Perform all BI #1 work in conformance to the latest revision of ANSI A300, "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".

iii. Measurement and Payment

- BI #3 work will be measured and paid per hour of operator's engagement in BI #3 work at the Work site.

1.4 BID ITEM #4 – LARGE EQUIPMENT OPERATOR

i. Description

- This Bid Item shall include, but not be limited to, the work of a qualified operator of large equipment such as dump trucks, bucket trucks, cranes, backhoes, excavators, and other large power equipment to operate said equipment.

- ii. Execution
 - Safely operate equipment to enable or facilitate performance of the Work.
- iii. Measurement and Payment
 - BI #4 work will be measured and paid per hour of operator's engagement in BI #4 work at the Work site.

1.5 BID ITEM #5 – TRAFFIC CONTROL FLAGGER

- i. Description
 - This Bid Item shall include, but not be limited, the work of a flagger to provided traffic control flagging.
- ii. Execution
 - Provide work zone temporary traffic control flagging and assist work crews in setting up temporary traffic control devices.
 - Perform all BI #5 work as required by WAC 296- 155-305 and the MUTCD.
- iii. Measurement and Payment
 - BI #5 work will be measured and paid per hour of flagger's engagement in BI #5 work at the Work site.

2. EQUIPMENT BID ITEMS

The bid items in this section include the Contractor's operation of various types of power equipment supporting Work at the Work site. All equipment bid items shall be measured and paid per hour of equipment operation directly supporting Work at the Work site.

- 2.1 **BID ITEM #6 – STUMP GRINDER**
- 2.2 **BID ITEM #7 – CHIPPER**
- 2.3 **BID ITEM #8 – BUCKET TRUCK**
- 2.4 **BID ITEM #9 – PICKUP TRUCK WITH DUMP BED (MINIMUM 0.5 CUBIC YARD CAPACITY)**
- 2.5 **BID ITEM #10 – DUMP TRUCK (MINIMUM 5 CUBIC YARD CAPACITY)**
- 2.6 **BID ITEM #11 – KNUCKLE BOOM CRANE (MAXIMUM 10 TON CAPACITY)**
- 2.7 **BID ITEM #12 – MINI EXCAVATOR**
- 2.8 **BID ITEM #13 – MID-SIZED EXCAVATOR (E.G. JOHN DEER 130 SERIES)**
- 2.9 **BID ITEM #14 – UTILITY SERVICE TRUCK**
- 2.10 **BID ITEM #15 – CHIP TRUCK**

3. NON-STANDARD BID ITEMS

- 3.1 **BID ITEM #16 – NEGOTIATED WORK**
 - i. Description
 - This bid item shall be used to support the cost of work that does not fit the description of standard Bid Items #1-15 and which the City determines to be necessary to complete a Work Order.

ii. Execution

- Requirements for execution of BI #16 work shall be established in Work Orders.

iii. Measurement and Payment

- BI #16 work will be paid by lump sum.
- The Contractor shall submit documentation of all labor, material, equipment, and other costs required to complete BI #16 work described in Work Orders. Documentation shall be submitted with the Contractor's proposal for Scheduled Work Orders, or with the Contractor's request for payment of Urgent Work that the City may have authorized to proceed on a time and material basis.
- For the purpose of providing a common Proposal for all Bidders, the City has entered an amount for "Negotiated Work" in the Proposal Form to become a part of the total Bid.

EXHIBIT B

ATTACHMENT 1 – PROPOSAL FORM

BID TO: CITY OF LAKE FOREST PARK

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Invitation to Bid to perform the Work as specified or indicated in said Invitation to Bid entitled "2022-2023 Tree Service."
2. Bidder accepts all the terms and conditions of the Contract Documents including, without limitation, those in the Invitation to Bid and Instructions to Bidders.
3. Bidder has examined the Invitation to Bid including the following addenda (receipt of all of which is hereby acknowledged):

Number n/a Date 11/29/2022
n/a Date 11/29/2022

(Failure to acknowledge addenda may render the Bid non-responsive and may be cause for its rejection.)

4. The CITY reserves the right to delete any or all portions of the Work.
5. Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work required, the Site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the other conditions which may affect cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid forms contained in this Bid, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Price(s) set forth in the Bid Schedule.

Dated: 11/29/2022 Bidder: Pots Trees and Landscaping
(Print Company Name)
By: J. O. Lee Signer: Patrick Lee
(Print Signer Name)

Title: Manager

Address: PO BOX 82514 Kenmore wa 98028-8514

E-mail Address: PSeestrees@Hotmail.com

PROPOSAL FORM (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "2022-2023 Tree Service", the following Bid is submitted. Show prices in figures only (ink or typed). Show cents to 2 decimal points. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that Bid item, regardless of what has been placed in the Extended Price column. Do not include Washington State sales tax in any price specified on the Proposal Form. Bidders are advised that portions of the Work performed within public right of way qualify as exempt from retail sales tax per Washington State Revenue Rule 171 (WAC 458-20-171). No separate, distinct sales tax monies will be reimbursed to the Contractor for execution of tax-exempt Work.

BID SCHEDULE					
CONTRACTOR BID					
BID ITEM	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QTY	EXTENDED PRICE
Labor Bid Items					
BI #1	Maintenance Trimming & Pruning Laborer	HR	\$ 112.50	100	\$ 146.85
BI #2	Tree Falling & Bucking Laborer	HR	\$ 112.50	100	\$ 146.85
BI #3	Small Equipment Operator	HR	\$ 112.50	100	\$ 146.85
BI #4	Large Equipment Operator	HR	\$ 115.00	80	\$ 159.50
BI #5	Traffic Control Flagger	HR	\$ 112.50	40	\$ 146.85
Equipment Bid Items					
BI #6	Stump Grinder	HR	\$ 40.00	40	\$ 40.00
BI #7	Chipper	HR	\$ 40.00	80	\$ 40.00
BI #8	Bucket Truck	HR	\$ 85.00	80	\$ 85.00
BI #9	Pickup Truck With Dump Bed (Minimum 0.5 Cubic Yard Capacity)	HR	\$ 30.00	80	\$ 30.00

PROPOSAL FORM (continued)

BID SCHEDULE (continued)					
CONTRACTOR BID					
BID ITEM	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QTY	EXTENDED PRICE
BI #10	Dump Truck (Minimum 5 Cubic Yard Capacity)	HR	\$ 75.00	40	\$ 75.00
BI #11	Knuckle Boom Crane (Maximum 10 Ton Capacity)	HR	\$ 105.00	40	\$ 105.00
BI #12	Mini Excavator	HR	\$ 60.00	40	\$ 60.00
BI #13	Mid-Sized Excavator (E.G. John Deer 130 Series)	HR	\$ 99.50	40	\$ 99.50
BI #14	Utility Service Truck	HR	\$ 45.00	40	\$ 45.00
BI #15	Chip Truck	HR	\$ 75.00	40	\$ 75.00
Non-standard Bid Items					
BI #16	Negotiated Work	LS	\$15,000.00	1	\$15,000.00
TOTAL PRICE (sum of EXTENDED PRICE subtotals above)					

KEY	
QTY	Quantity
LS	Lump Sum
HR	Hour