



City of La Center

**Small Works
REQUEST FOR BID**

2011 Landscape Maintenance Services

Notice is hereby given that sealed bids will be received by the City Clerk at the La Center City Hall, **until 2:00 p.m. August 18, 2011** for the:
(Proposals received after this time will not be considered)

2011 Landscape Maintenance Services

Bid proposals shall be received only at La Center City Hall, 214 E. 4th Street,
La Center Washington 98629.

The contract provides for landscape maintenance services for approximately 6 properties deemed to be in violation of the City of La Center nuisance code and has an unlawful accumulation of unmaintained and uncut tall grass, weeds and other vegetation that constituted a nuisance and a fire hazard in violation of Chapter 8.45 (Removal of Vegetation and Litter) and 8.55.030 (Duty to Maintain Property) of the La Center Municipal Code.

Items of work may include, but not limited to, weeding, mowing, brushing, removal and disposal of debris and associated maintenance activities.

Bidders must be on the City of Vancouver Small Works Roster and possess a City of La Center business license prior to bid award. State of Washington Prevailing Wage is applicable to this work. The bidder shall provide an itemized and detailed cost to abate each property on the list.

A pre-bid meeting for interested bidders will be held at the City of La Center, Public Works Maintenance Facility, located at 291 E. Ivy Ave, La Center, WA. 98629, **10:00 am August 11, 2011**. For further information contact, Jeromy Wirkus, City of La Center, Public Works Supervisor, 360.518.1756 (cell).

RESOLUTION 10-336, DECLARING A VIOLATION OF LCMC CHAPTER 8.45 (REMOVAL OF VEGETATION AND LITTER), DECLARING A NUISANCE AND FIRE HAZARD, AUTHORIZING CITY ACTION TO ABATE THE NUISANCE, AND TO CHARGE ALL OF THE CITY'S DIRECT AND INDIRECT COSTS OF THE ABATEMENT ACTION AGAINST THE PROPERTY OWNERS, WHICH MAY BE COLLECTED IN THE SAME MANNER AS ANY OTHER LAWFUL DEBT AND RECORDED AS A LIEN ON THE RESPONDENT'S PROPERTY.

WHEREAS, the City's Code Enforcement Official, through visual inspection, determine that the properties located at:

1. 525 E 17th Circle, La Center, WA, parcel no. 258991066
2. 2243 E Gaither Ave, La Center, WA, parcel no. 63472836
3. 1535 W E Place, La Center, WA, parcel no. 258905030
4. 1251 E Lucas Street, La Center, WA, parcel no. 63472836
5. 827 E 7th Street, La Center, WA, parcel no. 63472212
6. JDL Development – Southview Heights, La Center, WA, parcel no. 25899144

in La Center Washington (the Property), has an unlawful accumulation of unmaintained and uncut tall grass, weeds and other vegetation that constituted a nuisance and a fire hazard in violation of Chapter 8.45 (Removal of Vegetation and Litter) and 8.55.030 (Duty to Maintain Property) of the La Center Municipal Code.

The City has complied with the procedural requirements of LCMC Chapter 8.45, and the Respondents have failed to respond or to otherwise remedy or remove the identified nuisance and fire hazard.

City Abatement Ordered: The Public Works Director shall, without further notice or process, take all necessary actions to abate the above-identified nuisance and fire hazard and remove the vegetation and/or litter from the Respondents' above listed property in La Center Washington.

Cost Recovery Allowed: The Public Works Director shall compile an itemization and documentation of all of the City's direct and indirect costs associated with the abatement of the nuisance on the Respondents' property and shall present a certified statement of all such costs to the Respondents. The Respondents shall pay in full the City's certified cost statement within 30 days of presentment. If Respondents do not pay the City's cost bill within 30 days of presentment, the Public Works Director may, without further notice record the bill with the Clark County property deed records as a lien on the Property, with annual interest to accrue at 9% until paid in full.



SERVICE CONTRACT

Contract made this ___ day of _____, 2011 between _____ of _____ hereinafter referred to as "CONTRACTOR", and The City of La Center, of 214 East 4th Street, La Center, WA 98629, hereinafter referred to as "LA CENTER".

RECITALS

LA CENTER desires to have the following services performed:

The contract provides for landscape maintenance services for approximately five properties, all located within the City of La Center city limits.

CONTRACTOR agrees to perform these services for LA CENTER under the terms and conditions set forth in this contract; and

CONTRACTOR agrees to provide all material, equipment and labor to provide services set forth in the contract; and

CONTRACTOR further agrees to provide an itemized accounting of costs individually for each property.

In consideration of the mutual promises set forth in this contract, it is agreed by and between LA CENTER and CONTRACTOR.

DESCRIPTION OF WORK

The work to be performed by CONTRACTOR includes all services generally performed by CONTRACTOR in the CONTRACTOR'S usual line of business, including, but not limited to, the following:

Items of work may include, but not limited to, weeding, mowing, brushing, removal and disposal of debris and associated maintenance activities.

PAYMENT

The successful bidder is the most responsible contractor who provides the lowest aggregate bid. The City of La Center reserves the right to reject any or all bids or to hire in the City's sole opinion the most qualified contractor to perform the work.

LA CENTER will pay CONTRACTOR the total sum of _____ Dollars (\$ _____) for the work to be performed under this contract, according to prevailing wage laws.

No payment will be made until the contractor has an approved intent to pay prevailing wage on file with Labor and Industries and certified payroll has been provided for the work completed. Retainage of 5% of the project cost will be withheld until the work is complete, an affidavit of prevailing wages has been approved by Labor and Industries, and all certified payrolls have been submitted.

RELATIONSHIP OF PARTIES

The parties intend that an independent CONTRACTOR-LA CENTER relationship will be created by this contract. LA CENTER is interested only in the results to be achieved and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of LA CENTER for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that LA CENTER provides for LA CENTER'S employees. It is understood that LA CENTER does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for other jurisdictions while under contract with LA CENTER.

REQUIRED DOCUMENTATION

LA CENTER requires the following documentation:

- Complete and Signed Service Contract
- Certificate of Insurance naming the City of La Center as an additional insured
- L and I proof of Registration as a contractor
- Documentation of the company's Employment Security Department Number
- Verification of approved Intent and Prevailing Wage Affidavit from L and I
- City of La Center Business License

LIABILITY

The work to be performed under this contract will be performed entirely at CONTRACTOR'S risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this contract. CONTRACTOR will carry, for the duration of this contract, public liability insurance meeting the following requirements:

General Insurance Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage

shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.
- F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- City of La Center and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverage listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease - Each Employee

Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

CONTRACTOR will provide proof of Insurance prior to beginning work. CONTRACTOR agrees to indemnify LA CENTER for any and all liability or loss arising in any way out of the performance of this contract.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON _____ DAY OF _____, 2011.

Contractor Signature

City Signature

Title

Title