



**MUNICIPAL SERVICES
PUBLIC WORKS DEPARTMENT**

**VISTA DISTRICT LANDSCAPE
AND
IRRIGATION MAINTENANCE**

CONTRACT P0820-08

November, 2008


CITY OF KENNEWICK
MUNICIPAL SERVICES
PUBLIC WORKS DEPARTMENT

VISTA DISTRICT LANDSCAPE
AND IRRIGATION MAINTENANCE

CONTRACT P0820-08

Robert R. Hammond
City Manager

November, 2008


Gary Deardorff
Manager, Operations Division
Municipal Services Department

Dan Frost MS Campus
1010 E. Chemical Drive
Kennewick, WA 99336

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INVITATION TO BID

INVITATION TO BID

The City of Kennewick will receive sealed bids for Contract P0820-08, "Vista District Landscape and Irrigation Maintenance", at the Dan Frost Municipal Services Building, 1010 E. Chemical Drive, Kennewick, WA 99336, until 2:00 P.M., November 18, 2008, and then be publicly opened and read aloud in the Frost Building Main Conference Room.

This project is for the common areas landscape and irrigation system maintenance in the City of Kennewick's Vista Entertainment District vicinity. Work will include mowing, fertilizer, aeration, weed maintenance, tree trimming, irrigation system operation and maintenance, and related work for 2009 through 2011.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Kennewick.

Plans and specifications may be examined and one set obtained at the City Engineer's office at no charge. Additional sets are available at \$20.00 per set.

The City of Kennewick reserves the right to waive any informalities or to reject any or all bids.



Peter M. Beaudry
Director of Public Works

Publish: November 4, 2008
November 11, 2008

***INFORMATION
TO BIDDERS***

CITY OF KENNEWICK

INFORMATION TO BIDDERS

1. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

Plans, specifications, and any additional information may be obtained from the office of the City Engineer, 1010 E. Chemical Drive, Kennewick, Washington 99336.

2. BID PROCEDURES, EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

Delete SWSS Section 1-02.1 and replace it with the following:

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The City of Kennewick reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

The Bidders attention is called to Section 1-02.4 of the WSDOT Standard Specifications. Bidders shall satisfy themselves by personal examination of the plans, specifications, site of the proposed improvements, and by other examination and investigation which they may desire to make as to the nature of the project and the difficulties to be encountered.

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work is to be done; and the successful Bidder must employ, as far as possible, methods and means for carrying out this work to eliminate any interference or interruption of any other contracts. After submissions of the proposal, no complaints or claims construing misunderstanding in regard to the content of the Owner or the estimated quantities of work to be done will be accepted.

The signing of the proposal will be considered as implicitly denoting that the Bidder has a thorough comprehension of the full intent and scope of the specifications and drawings.

3. PROPOSAL

The bid proposal shall be completed per the requirements of the WSDOT Standard Specifications Section 1-02.6 and the latest APWA GSP for SWSS Section 1-02.5. Revise the first paragraph of SWSS Section 1-02.9 to read: Bids shall be submitted on the proposal form(s) provided by the city in the contract document. If Excel computer programs of the bid proposal are provided by the city, print out copies may be used. The proposal, specifications, and contract are in one volume and this volume shall be submitted on or before the time and at the place specified in the "Invitation to Bid," in a sealed package addressed to the Municipal Services Department, City of Kennewick, and plainly marked with the project name, location, and/or contract number as contained in the Invitation to Bid. Although desired to have the volume submitted intact, to insure that all required parts of the bid are received, the City reserves the right to consider this requirement an informality, provided that all parts of the bid proposal section of the volume are submitted and are acceptable to the City. Proposals will be considered irregular per the provisions of Section 1-02.13 and the latest APWA GSP for said Section 1-02.13.

After the date and hour set for the opening of the bids, no Bidder may withdraw his proposal unless the award of contract is delayed for a period exceeding forty-five (45) calendar days, per the requirements of the WSDOT Standard Specifications Section 1-03.2.

4. WITHDRAWAL OR REVISION OF PROPOSAL

After submitting a bid proposal, the bidder may withdraw or revise it per the requirements of WSDOT Standard Specification Section 1-02.10, which states that the proposal may be withdrawn or revised if:

1. The bidder submits a written request signed by an authorized person, and
2. The Contracting Agency receives the request before the time for opening bids.

The original bid proposal may be revised and resubmitted as the official bid proposal if the Contracting Agency receives it before the time for opening bids.

5. BID SECURITY

The contractor's attention is called to WSDOT Standard Specifications Section 1-02.7 and the latest APWA GSP for said Section 1-02.7. Each bid must be accompanied by a certified check, cashier's check, money order, or a bid bond in favor of the Owner in an amount of not less than five percent (5%) of the total bid. The check, money order, or bid bond will be held as a guarantee that the successful bidder will, within ten (10) days from the date of notification of award, furnish the required contract bonds and enter into a contract with the city.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

6. NONCOLLUSION DECLARATION AND LOBBYING CERTIFICATION

The contractor is required to complete the forms provided in the bid proposal section of the contract documents, per the provision of the WSDOT Standard Specifications Sections 1-02.8 (1) and 1-02.8 (2).

7. WAGE RATES - FEDERALLY FUNDED PROJECTS

Projects funded or partially funded with federal funds are subject to the provisions of the Washington State Public Works Law and the Federal Davis-Bacon and related acts. The Contractor and every subcontractor on that project must pay the Federal prevailing wage rate and in addition, must substitute and pay the Washington State prevailing wage rates, where they are higher than the Federal prevailing wage rates for any pay classification.

8. LAWS RESTRICTING BID SHOPPING

Every invitation to bid on a contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010, shall require each bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or to name itself for the work.

The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two

or more subcontractors to perform the same work shall render the bidder's bid nonresponsive and, therefore, void. The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors, applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid to the public entity.

9. MINORITY BUSINESS

The Contractor agrees that he shall actively solicit the employment of minority group members. The Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. The Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor's signature on the bid proposal shall indicate evidence of compliance as stated in this section. The Owner does hereby retain the right to require further evidence if it so desires.

As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

10. CONSIDERATION OF BIDS

The city shall check all bids per the provisions of WSDOT Standard Specifications Section 1-03.1. Claims of bidder error shall meet all provisions of the above-referenced section 1-03.1.

Add the following to the latest APWA GSP for SWSS Section 1-02.15. A contract will not be awarded until the Owner has identified to its full satisfaction, the lowest responsible bidder. When a bid contains alternate bid items, or deductive or additive bid items, award will be made to the lowest responsible bidder of the total bid, after substitution of the alternate(s) of the city's choice. The City reserves the right, in its sole and absolute discretion, to reject any or all bids, to waive any irregularities in any bid, or to accept any bid for award of contract, which will best serve the interest of the City.

On projects that do not utilize federal funding, in addition to price, and per the provisions of City Ordinance 3927, Section 1-2001, the City may consider one or more of the following elements in selecting the lowest responsible bidder:

1. The tax revenue the City would receive from purchasing from a local bidder located within the city limits; or
2. The ability, capability and skill of the bidder to perform the contract or provide the service required; or
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; or
4. Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference; or
5. The performance quality of previous contracts or services; or
6. Previous and existing compliance by the bidder with laws relating to the contract or service; or
7. The financial responsibility of the bidder to perform the contract or provide the service; or
8. The limitations of any license the bidder may be required to possess; or
9. The quality, availability, and the adaptability of the product or service; or
10. The ability of the bidder to provide future maintenance and service; or
11. The life cycle, maintenance and performance of the equipment or product being offered; or

12. Other information as may be pertinent and having a bearing on the decision to award the contract; or
13. Compatibility and uniformity with existing equipment, services and procedures.
14. (Ord. 3927, Sec. 1, 2001).

11. DISQUALIFICATION OF BIDDERS (FEDERAL FUNDED CONTRACTS)

A bidder may be deemed not responsible and the proposal rejected per the provisions of Section 1-02.14 of the SWSS and as revised by the latest APWA GSP for Disqualification of Bidders.

12. PERFORMANCE, PAYMENT AND MAINTENANCE BOND

The Bidder to whom a contract is awarded will be required to furnish a performance, payment and maintenance bond, or if federal funding is utilized, a performance and payment bond, in the penal sum of one hundred percent (100%) of the original amount of the contract and otherwise meet all requirements of WSDOT Standard Specification Section 1-03.4 and the latest APWA GSP for SWSS Section 1-03.4. The bond shall be executed on the form included in the contract documents.

In the event that the Contractor and his surety do not use the bond form enclosed with these specifications, each bond form must be accompanied by a check in the amount of \$100.00, payable to the City of Kennewick. The check must be attached to the original copy of each bond form used. If the bond is not in proper form as required by these specifications or in harmony with the provisions of the approved form or state law, it will be rejected, and when a new bond form is supplied, it must be accompanied by a second \$100.00 check until such time as it is approved. Bonds which in any respect deviate from state law, city ordinance, or these specifications, will not be approved.

13. RETENTION BOND

Unless otherwise provided for in the contract Special Provisions, the contractor on each city contract, other than Small Works Contracts, and contracts under \$100,000 will be required to provide an "In Lieu of Retention Bond". With the exception of Small Works Contracts and contracts under \$100,000, where standard 5% retainage will typically be withheld, the city will not withhold monetary retainage, unless otherwise provided for in the contract Special Provisions. The "In Lieu of Retention Bond" shall be executed on the form included in the contract documents.

14. RETURN OF BID SECURITY

The certified checks, cashier's checks, money orders, or bid bonds accompanying all proposals, will be held by the owner until the contract and other legal requirements that the successful Bidder must execute, furnish, and/or comply with, have been completed. After completion, the remaining checks, money orders, or bid bonds will be returned to the respective Bidders. If no award has been made within forty-five (45) days after the opening of the bids, the bid security will be returned upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

15. BUSINESS LICENSE

A business license from the City of Kennewick will be required by any Contractor or Subcontractor prior to commencement of construction.

16. CITY NON-DISCRIMINATION POLICY

The City of Kennewick does not discriminate on the basis of sex, color, religion, national origin, age, or disability in the provision of services, in programs or activities or employment opportunities and benefits. The City of Kennewick does not discriminate on the basis of disability in the programs and activities, which it operates, pursuant to the requirements of the American with Disabilities Act of 1990, PUB L 101-336. This policy extends to the employment by and admission to and participation in the programs, services and activities of the City of Kennewick.

Inquiries concerning the American with Disabilities Act and requests for reasonable accommodations should be directed to the City's ADA Coordinator, Administrative Services, City of Kennewick, P.O. Box 6108, Kennewick, WA 99336, 585-4240.

17. INSURANCE

Prior to issuance of a notice to proceed, the contractor must furnish the city with a certificate of insurance meeting the following provisions. All insurance policies shall name the City of Kennewick as additional insured. The City of Kennewick shall be additional insured 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 describes limits lower than those maintained by the Contractor.

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 the City of Kennewick 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.

17.1 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.

17.1.01 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 exposure 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 offense

Stop Gap / Employer's Liability

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

17.1.02 Automobile Liability

Automobile Liability for owned, con-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

REVISED 07/08

INTRODUCTION

INTRODUCTION

STANDARD SPECIFICATIONS AND DETAIL DRAWINGS

The work under this contract shall be governed by the latest edition, as of the date of the Invitation to Bid, of the City of Kennewick Standard Specifications and Details, except where modified by the Contract Special Provisions.

Hard copies of the City of Kennewick Standard Specifications are available at the office of the City of Kennewick Municipal Services Department at 1010 E. Chemical Drive, Kennewick, WA 99336 for a cost of \$30.00 each, plus postage where applicable.

The City of Kennewick's Standard Specifications are available on the City of Kennewick's web site (www.ci.kennewick.wa.us), Municipal Services Department.

SPECIAL PROVISIONS

**SPECIAL PROVISIONS FOR
VISTA DISTRICT LANDSCAPE
AND IRRIGATION MAINTENANCE
CONTRACT P0820-08**

1.0 MAINTENANCE CONTRACT GENERAL DESCRIPTION

The City of Kennewick is requesting quotes as the agent for the Vista Entertainment District Businesses Association for maintenance of the Vista Entertainment District common area landscaping for 2009, 2010 and 2011. The contract will include maintenance of all landscaping and irrigation along:

Vista Entertainment District includes:

- ❖ Young Street between Grandridge Blvd. and Quinault Street
- ❖ The common area parking lot between the Toyota Center and the Three Rivers Convention Center.
- ❖ Okanogan Place from Young Street to Grandridge Blvd.
- ❖ The roundabout at the Okanogan intersection with Grandridge Blvd.
- ❖ The roundabout at Young, Quinault and Okanogan.

Central Plaza Greenbelt :

- ❖ lying south of Joe's Sporting Goods, between W. Okanogan Ave. and Joe's Sporting Goods
- ❖ lying south of Infinia Corporation, between W. Grandridge Blvd. and W. Okanogan Pl.

The maintenance contractor will furnish all labor, materials, equipment and incidentals needed to perform the landscaping and irrigation maintenance. Storage space for the maintenance contractor's materials and equipment will not be provided for at the site and is the responsibility of the maintenance contractor. All trimmings and waste shall be hauled from the site and disposed of by the contractor in a legal manner.

2.0 CONTRACT TERM

The contract for Vista District Landscape Maintenance, exhibits, addenda and other supplemental documents are all essential parts of the contract. The contract shall be for a term of three (3) years beginning January 1, 2009 and ending December 31, 2011 except that in the event the contractor fails to comply with any term of this agreement, the City may terminate this contract upon thirty-(30) days written notice to the contractor. If the City needs to terminate for any other reason, such as budget constraints, the City may do so as specified in the Standard Specifications. The Contractor may terminate the contract upon one hundred twenty (120) days written notice to the city. Notice must be delivered by

certified mail or signed delivery receipt and addressed to the City Engineer. In the event of Contractor termination, the City may have the services performed by other means and the Contractor shall be liable to the city of any excess costs for such service.

3.0 PERFORMANCE AND PAYMENT

The Contractor shall furnish a performance, and payment bond with sureties acceptable to the city, in an amount not less than 100% of the total annual project cost for the highest bid year. The bond shall be provided to the City no later than the date of execution of the agreement and shall be executed on the form included in these documents.

4.0 PREVAILING WAGES

The Contractor and all subcontractors shall be required to pay State of Washington prevailing wage rates. The successful bidder and all subcontractors shall file Statements of Intent to Pay Prevailing Wages for employees annually. The Contractor will, at a minimum, be required to pay the prevailing wage in effect on January 1st of each year, for that years' contract maintenance work. When the City receives approved Statements of Intent to Pay Prevailing Wages for each year, the City on a monthly basis will make payments for work done to the Contractor. The Contractor shall file the Intents to Pay thereafter on the 1st of January each year. Affidavits shall be filed after December 31st for the work performed during the preceding 12-month period. The Contractor may secure both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid forms at the Washington State Department of Labor and Industry.

5.0 INSURANCE

The Contractor shall not commence the maintenance work until he has submitted a proper liability insurance policy to the City. The insurance policy shall meet all requirements and be in full compliance with Section 1-07.18 of the latest publication of the APWA subsection of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

6.0 PAY ESTIMATE AND RETAINAGE

The maintenance contractor shall be paid on a monthly basis, based upon the per month unit bid price, plus tax, for the landscaping and irrigation maintenance as herein specified. The cost of each year's insurance, bonding and all other related expenses shall be included in the monthly unit price. Retainage will not be withheld from payments, except that the December payments will be withheld, pending receipt of clearances from Labor and Industries.

7.0 LANDSCAPING MAINTENANCE REQUIREMENTS

The maintenance contractor shall be required to maintain all Vista District landscaping materials including; turf, bedding (wood mulch, rock borders etc.), trees, shrubs, flowers or other plantings in the areas as identified in Section 1 of these special provisions.

Maintenance shall include such things as; pruning, fertilizing, pest control, watering, mowing, leaf collection, etc. as needed to keep all plantings and turf in a vigorous and healthy state and maintain a neat appearing and aesthetically pleasing appearance.

Fertilizing requirements:

Turf areas – shall be fertilized a minimum of three (3) times a year, early summer, between May 15th and June 15th; early fall, between September 1st and September 15th; and late fall between November 1st and November 15th. The fertilizer shall be a granular material, with an analysis of 25/5/15 and minimum of 50% slow release, applied at a rate to achieve on minimum of 1-1/2 lb. Nitrogen/ 1,000 sq. ft. Trees / shrubs shall be fertilized in accordance with WSU Extension service recommendations for the size and age of the trees and application shall be a minimum of one (1) time per year.

Broadleaf Control / Weed / Pest Control:

Broadleaf and noxious grass control shall be applied annually in early spring between April 1st and April 15th or as approved by the City. Spot treatments may be required for problem areas at no additional costs to the City. The maintenance contractor shall control or eliminate harmful pests to both plantings and turf areas. **Treatment of harmful pests shall be considered Additional Services and shall be approved by the City prior to any application.** All applications shall be in strict accordance with manufacturers and nursery recommendations and in accordance with state laws. Planter beds and related landscaping shall be kept weed free. For the purposes of bidding, RoundUp Pro and Pendulum Aquacap are approved herbicides. Upon complete kill all dead plant material shall be removed.

Pruning requirements:

Prune as needed to remove dead, dying, crossed or damaged branches and for thinning trees and shrubs. All pruning shall be done to arborists' standards. Tree pruning, beyond what is noted above and lifting the canopy (maximum one branch level per year) shall not be done without City approval. No topping or excessive top pruning shall be done.

Mowing & Trimming:

Mowing shall be done a minimum of once a week beginning when new turf growth is evident. Grass shall be mowed at a height of 1-1/2 inches and no more

than 1/3 of the blade shall be removed per mowing. Excessive (noticeable) clippings shall be raked and collected for disposal.

Trimming shall be done on an as-needed basis to remove turf around planter beds, sidewalk edges etc. that mowers are unable to neat line.

Note, sidewalk edges shall be trimmed regularly with a **steel bladed edger**, as required to maintain a clean and neat appearing edge, string trimmers are not acceptable for edging sidewalk work. String trimmers shall not be used on tree, shrub or flower plantings in a manner that would damage the plant. The Maintenance Contractor at no cost to the owner will replace all plants showing evidence of string trimming related damage.

Aeration:

All turf areas shall be aerated with a tine type aerator that removes cores / plugs. Aeration shall be done on all turf areas two (2) times a year, in the spring and fall, just prior to fertilizer applications.

Watering:

The turf shall be conditioned to receive watering no more than once every other day. Deeper watering will be allowed on the watering day, but not to exceed an average of 2-inches of precipitation per week. Watering times shall be generally between the hours of 12:00 a.m. (midnight) and 6:00 a.m. to reduce potential impacts to events/activities at the adjacent facilities.

8.0 IRRIGATION MAINTENANCE REQUIREMENTS

The Maintenance Contractor shall be required to maintain all irrigation systems including; sprinklers, valves, pipe, controllers, backflow devices or other irrigation related systems installed as part of the Vista Common area landscaping.

Maintenance shall include such things as; sprinklers, valves, adjustment of sprinklers and valves to grade, checking irrigation flows, coverage, watering times (controllers), precipitation rates etc. as needed to keep all plantings and turf in a vigorous and healthy state. The contractor shall also be responsible for system winterization and start-up each year. Any damage from frozen pipes shall be the contractor's responsibility to repair at no charge to the City.

The maintenance contractor shall be responsible for checking all necessary components of the irrigation system on a weekly basis to insure that proper rates

9.0 SCHEDULING AND RESPONSE REQUIREMENTS

The maintenance contractor shall provide a schedule of weekly, monthly and other such service to the owner. The maintenance contractor will be required to

to after hours maintenance trouble responses. The cost of responding to such calls is incidental to the contract and no additional compensation will be allowed.

For all full applications of fertilizer / broadleaf and each turf aeration, the contractor shall be required to notify the contract administrator for the City of the activity. Failure to notify the City may constitute an additional application or maintenance activity at no additional cost to the City.

10.0 ADDITIONAL SERVICES

The contractor shall repair, modify or add to the irrigation system or replace landscaping as directed by the City. Such work will be agreed upon prior to work taking place and the contractor shall provide a not to exceed estimate. Actual work will then be billed to the by the maintenance contractor as force account work, time and materials plus overheads as allowed by the contract. **The contractor shall pay particular attention to and become familiar with the City of Kennewick General Provisions, Section 1-23.06 "Force Account" and the SWSS Section 1-09.6 "Force Account", as these provisions shall be strictly adhered to for additional services requirements and payments.**

In addition, after hours call in response to vandalism or acts of nature will be billed by the maintenance contractor as force account work, time and materials plus overheads as allowed by the contract.

11.0 MEASUREMENT AND PAYMENT

The unit contract price for each month for **"Vista Entertainment District Landscape and Irrigation Maintenance"**, **"Central Plaza Greenbelt @ Joe's - Landscape and Irrigation Maintenance"** and **"Central Plaza Greenbelt @ Infinia - Landscape and Irrigation Maintenance"** per lump sum, shall be full compensation for all insurance, bonds, labor, materials, tools, equipment and other incidentals as required to maintain the landscaping and irrigation systems as specified in accordance with these Special Provisions, the City of Kennewick Standard Specifications and Detail Drawings or as directed by the Engineer.

12.0 FAILURE TO COMPLETE WORK

Contractor failure to complete tasks and normal system repairs as required the specifications will be considered defective work. The City will withhold payment for said defective work. The contractor shall be notified to complete the work per the specifications. If the Contractor fails to complete the work within the time set by the notice, the City retains the right to have the work done by other methods and full costs of such work shall be deducted from the Contractor's monthly payments.

Contractor failure to complete the regular work as outlined in the specifications will constitute failure to complete the work within specified contract time frames shall result in liquidated damages being assessed. Liquidated Damages shall be \$300.00 per week, for each week the work was not completed or remains uncompleted.

WAGE RATES

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

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

BENTON COUNTY
EFFECTIVE 08-31-2008

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
(See Benefit Code Key)				
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$30.36	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$50.33	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$37.52	2M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$36.28	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$38.28	1B	5A	8N
PILEDRIIVER/CARPENTER	\$36.28	1B	5A	8N
PILEDRIIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING	\$36.55	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$33.81	1N	5D	
DIVERS & TENDERS				
DIVER	\$71.05	1B	5A	8A
DIVER TENDER	\$39.30	1B	5A	
DIVING MASTER	\$45.35	1B	5A	
SURFACE RCV & ROV OPERATOR	\$39.30	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$37.55	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$47.09	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$46.58	1N	5D	8D
BOATMEN	\$47.09	1N	5D	8D
ENGINEER WELDER	\$47.14	1N	5D	8D
LEVERMAN, HYDRAULIC	\$48.71	1N	5D	8D
MAINTENANCE	\$46.58	1N	5D	8D
MATES	\$47.09	1N	5D	8D
OILER	\$46.58	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$31.66	1P	5A	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$34.23	1		
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$47.21	1E	5A	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$56.53	4A	5A	

BENTON COUNTY

EFFECTIVE 08-31-2008

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
CERTIFIED LINE WELDER	\$51.64	4A	5A	
GROUNDPERSON	\$37.15	4A	5A	
HEAD GROUNDPERSON	\$39.19	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$51.64	4A	5A	
JACKHAMMER OPERATOR	\$39.19	4A	5A	
JOURNEY LEVEL LINEPERSON	\$51.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$43.83	4A	5A	
POLE SPRAYER	\$51.64	4A	5A	
POWDERPERSON	\$39.19	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$60.85	4A	6Q	
MECHANIC IN CHARGE	\$66.25	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$9.96	1		
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		
FLAGGERS				
JOURNEY LEVEL	\$28.26	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$42.00	1U	5K	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$18.45	1		
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$31.80	1M	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.24	1		
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$8.07	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$45.89	1O	5A	
LABORERS				
ASPHALT RAKER	\$30.90	1M	5D	
ASPHALT ROLLER, WALKING	\$30.63	1M	5D	
BRUSH HOG FEEDER	\$30.36	1M	5D	
BRUSH MACHINE	\$30.90	1M	5D	
CARPENTER TENDER	\$30.36	1M	5D	
CASSION WORKER	\$30.90	1M	5D	
CEMENT FINISHER TENDER	\$30.63	1M	5D	
CEMENT HANDLER	\$30.36	1M	5D	