

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 : Pats Trees and Landscape Inc
(Print Company Name)

By: [Signature]
(Authorized Signature)

Patrick W See
(Print Signer Name)

Title: Manager

Address: P.O BOX 82514 Kenmore WA 98028-514

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	\$ 116.00	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