

City of Yakima
NOTICE TO BIDDERS No. 11518

Notice is hereby given by the undersigned that sealed Bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM June 11, 2015**. At such time, Bids will be opened and publicly read for:

**Landscape Maintenance Services for
City of Yakima and Yakima County**

Above per specifications. Bid Packets are available online at www.yakimawa.gov/services/purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd St., Yakima, WA 509-575-6093.

A Pre-Bid meeting will be held on **Thursday, May 28, 2015 at 9:00 AM**, in the Kary Annex, City of Yakima Public Works Complex, 2301 Fruitvale Blvd., Yakima WA.

The City of Yakima reserves the right to reject any and all BID's. The City of Yakima hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 21st day of May, 2015.

Christina Payer
Buyer I

Publish on May 21 and May 22, 2015



**YAKIMA COUNTY/CITY OF YAKIMA INVITATION TO BID # 11518
COVER SHEET**



THIS IS NOT AN ORDER

BID Release Date: May 21, 2015

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number 11518, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bids MUST be date and time stamped on or before the date and time listed below that the Bid is due. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

**City of Yakima Clerk's Office
129 North Second Street
Yakima, WA 98901**

Do not bring your Bid in to the opening room. Bid must be received and date stamped by the Clerk's Office

Bids Must be in the office no later than

June 11, 2015 at 2:00:00 PM PST

Public Opening

BIDDER'S Name & Address (to be filled out by Bidder):

Purchasing For:

Yakima County /City of Yakima
129 N 2nd Street
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Christina Payer, Buyer I

Phone

(509) 576-6696

E-Mail Address

christina.payer@yakimawa.gov

Pre-Bid Meeting: A pre-bid meeting will be held at 9:00 AM on Wednesday, May 28, 2015. The meeting will be held at Kary Annex, City of Yakima Public Works Complex, which is located at 2301 Fruitvale Blvd, Yakima WA. All prospective Bidders are requested to attend. Be prepared to visit three (3) or more sites.

PROJECT DESCRIPTION SUMMARY

Landscape Maintenance Services for City of Yakima and Yakima County

Enter Prompt Payment Discount: ____% net ____days

We/I will begin work within ____days after receipt of order.

Check if you are a WMBE or DBE Vendor and list certification Number: _____

I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima/Yakima County in this Invitation to Bid and all terms of our Bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Email Address

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Invitation to Bid # 11518
Landscape Maintenance for City of Yakima/Yakima County

II. GENERAL INFORMATION

A. Purpose:

It is the intent and purpose of these specifications to describe Landscape Maintenance in sufficient detail to secure bids on comparable services, equipment and material. All items, which are necessary in order to complete the services, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

B. Contracting Agency and Point of Contact:

This BID is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this BID process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this BID until a Contract is issued, all contacts (pertaining to this solicitation) with Owner's employees, and other personnel performing official business for the Owner regarding this BID shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this BID is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Bid and disqualification of the Bidder.

C. Best Modern Practices:

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

D. Exceptions:

Specifications of the services bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

E. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City/County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

F. Contract Term:

The period of this contract shall be for a period of one year from its effective date. The City/County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City/County provides advance notice of the intention to not renew.

G. Pricing and Discount:

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts.

A. Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.

B. Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award. Any increase proposed shall be submitted to the Buyer listed on page 2, thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

H. Price Increases:

Pricing shall be prepared with the following terms. The Purchasing Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Purchasing Manager. Prices shall remain firm for the first twelve month period of the contract.

Requests for Rate Increases must be delivered to the Buyer listed on Page 2, in accordance with the rules above. No other employee may accept a rate increase request on behalf of the City/County. Any invoice that is sent to the City/County with pricing above that specified by the City/County in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City/County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

Documented proof of increased costs to Contractor must be provided with the price increase request (e.g. prevailing wage rate adjustments). If approved, rates shall remain firm for 365 days from date of increase. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

I. Price Decreases:

During the contract period and any renewals thereof, any price declines at manufacturer's provider level shall be reflected in a reduction of the contract price to the City/County, retroactive to the date they were effective to the bidder.

J. Expansion Clause:

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other service normally offered by the bidder, as long as the price of such additional service is based on the same cost/profit formula as the listed item(s).

K. Permits and Licenses:

1. Procurement of a City Business License. The successful vendor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license. License is not required for jobs outside the City Limits.

2. Washington Contractor's Registration. Bidders must have a valid Washington State Contractor's License at the time of bid submittal, as required by State law.

All necessary permits required to perform work are to be supplied by the Contractor at no addition cost to the City/County.

L. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City/County safety codes.

M. Prompt Payment:

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City/County, period of entitlement begins only after:

- ◆ Receipt of a properly completed invoice
- ◆ Receipt of all supplies, equipment or services ordered
- ◆ Satisfactory completion of all contractual requirements

N. Payments:

Vendor is to submit properly completed invoice(s) to:

City of Yakima:

Accounts Payable, 129 N. 2nd Street, Yakima, WA 98901.

The Transit Transfer Center, Public Works Complex, Yakima Convention Center, Visitor's Information Center and Police Department shall be billed separately. When feasible, invoices shall be sent from the Contractor's local office. Charges shall be broken out monthly. Any additional service charges must be pre-approved by the City's contact person and billed separately or they will not be processed for payment.

OR

Yakima County:

Address defined at time of order.

To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the Vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the service documentation, (b) properly completed invoice, and (c) provision of services hereunder that are deemed satisfactory by the City/County.

O. Acceptance of Terms:

Acceptance of a City/County Purchase Order (PO) for any units affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached equipment specification(s); including all penalties mentioned.

P. Sales Tax:

The City of Yakima's Washington State Sales Tax rate is currently 8.2%. However, the amount of sales tax will not be considered in determining which bid is the lowest and best bid.

Q. Tax Revenues:

RCW 39.34.040 allows the City/County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

R. Clarifications and/or Revisions to Specification and Requirements:

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Buyer of such concern and request modification or clarification of the BID document.

Any questions, exceptions, or additions concerning the subject matter of the BID document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered (per instructions on website) for updates to this BID.

If any requirements of the BID are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

S. Incurring Costs:

The Owner is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID.

T. No Obligation to Contract:

This BID does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

U. Retention of Rights:

The Owner retains the right to accept or reject any or all Bids or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low bid.

All Bids become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

V. Points Not Addressed:

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

W. Force Majeure:

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

X. Other City/County Departments/Like Items Added:

At any time during the term of this contract, or any extension thereof, other City/County departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

Y. Services Bought from Different Contractor:

Should the contracted vendor be unable to or refuse to supply services, on any given day, against this predetermined schedule to which the contractor has agreed and the City/County is forced to hire a different

contractor, the difference in the Bid price of the services and that paid the new contractor, in order to do the work, shall be charged to and paid for by the contracted vendor holding the Bid award for these products.

Vendor shall not, however, be responsible for delays in delivery due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Inability to secure component materials
4. Acts of God
5. Fire

Provided the Buyer listed on Page 2 is notified in writing by the contracted vendor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

Z. Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

AA. Termination - Cause:

The City/County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the City/County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

BB. Re-Award:

When the contract is terminated by the vendor upon thirty (30) days notice as herein provided, the City/County, may re-award the contract to the next most responsible bidder. When a vendor is unable to supply goods and/or services to the City/County and is in breach of the contract, or when the contract is terminated by the City/County for cause as herein provided, the City/County reserves the right to re-award the contract to the next most responsible bidder.

CC. Errors and Omissions:

The City/County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

DD. Changes:

Any proposed change in this contract shall be submitted in writing to the Buyer listed on Page 2 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

EE. Assignment:

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City/County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

FF. Venue:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City/County. This Agreement shall be governed by the laws of the State of Washington.

III. PREPARING AND SUBMITTING A BID

A. General Instructions:

The evaluation and selection of a Bidder will be based on the information submitted in the Bid and will be awarded to the lowest responsive and responsible bidder. Failure to respond to each of the requirements in the BID may be the basis for rejecting a Bid.

B. Submitting a Bid:

Bidders shall submit one original (so marked). Bids are not considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after contract opening.

Bids shall be received no later than the date and time listed on Page 2 of this BID. Late Bids will not be accepted or evaluated and will be returned to the Bidder, unopened, unless it can be proven the Bid was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over other Bidders.

All Bids shall list the information on the outside of the package as specified on Page 2 of this BID.

C. Multiple Bids:

Multiple Bids from a Bidder will be permissible; however, each Bid must conform fully to the requirements for Bid submission. Each such Bid must be submitted separately and labeled as Bid #1, Bid #2, etc. on the outside of the envelope and on the first page of their response.

D. Withdrawal of Bids:

After Bid opening, Bids shall be irrevocable until contract award unless the Bid is withdrawn. Bidders may withdraw or supplement a Bid in writing at any time up to the Bid closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the Buyer. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation:

All Bids shall be evaluated against the same standards. The Bids will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

B. Bid Evaluation/Award of Contract:

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

1. Company experience level, qualifications, and past performance are important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement shall be completed and

enclosed with bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.

2. The City/County will choose a company who demonstrates the best combination of price, skill, and professionalism.

C. Offer in Effect for Ninety (90) Days:

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

D. Protest Procedure:

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the BID shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Bidder:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the bidder received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. TECHNICAL SPECIFICATIONS

The Bidder must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Respondents must complete the following Technical Specification Section using one of the following responses for each of the specifications.

- Y – Yes.** The Respondent’s proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.
- N – No.** The Respondent’s product does not currently satisfy the entire requirement, and the Respondent’s delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder’s product partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Respondent’s product does not currently satisfy the requirement, but the bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent’s base products.

Note that, though some of the following Technical specifications may be answered with a Y or N, the Respondents are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid.

- A. Technical Specification Analysis:**
Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the bidder’s proposal. Failure to do so will be cause for rejection of said proposal.
- B. Bidder Instructions:**
Bidder shall check “YES” if they do comply 100% with that particular specification, or “NO” if they do not. If “NO” is checked, bidder must explain in the “COMMENTS” column on the right how their specification deviates. Checking “NO” on any item will not necessarily disallow bidders bid. The City/County shall be the sole judge as to whether an exception is acceptable or not.
- C. Scope of Landscape Maintenance:**
CONTRACTOR shall provide the City and the County with landscape maintenance services as directed by the Agent for the City/County or his/her designee. The work under this Contract shall include the furnishing of all labor, materials and equipment necessary for or incidental to landscape maintenance located as indicated in these specifications and the completion of all work indicated in the Contract Documents. City of Yakima and Yakima County in its entirety shall be covered under this contract. In addition to all other terms and conditions of this Agreement, all landscape maintenance services shall be performed in accordance with the following conditions:

Item #	Specification	Yes	No	Comments
1	<p>Workmanship: Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.</p>			
2	<p>It is MANDATORY that all trimming/pruning work shall be done in compliance with the “American National Standard for Tree Care Operations – Tree, Shrub & Other Woody Plant Maintenance—Standard Practices,” A.N.S.I. A300 – 2008, which is incorporated by this reference.</p>			
3	<p>Trimming/pruning shall be done in such a manner as to protect current tree health with all possible regard for future growth & development with particular attention paid to the following:</p> <ul style="list-style-type: none"> a. No damage shall be done to the cambium layer. Loosening or stripping of the bark shall be avoided. b. Cuts shall be made according to current standards as endorsed by the National Arborist Association. c. Climbing irons shall not be used on any tree unless the City/County has determined that the tree must be removed. 			
4	<p>Sprinkler Maintenance & Repair: Service is to include maintenance of system(s) on a monthly basis and inspection for any problems. The monthly price bid for maintenance shall include spring start up, checking each station, checking sprinkler heads to make sure they work, are not broken, and are directed properly, and fall system blow-out and shut down/winterization. Any labor required to repair the system(s) must be pre-approved by the City and will be billed separately on a time and materials basis.</p>			

Item #	Specification	Yes	No	Comments
5	<p>Protection of Existing Utilities: Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:</p> <ol style="list-style-type: none"> 1. "Call Before You Dig" Law: Contact utility company. 2. Notify the Owner in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe and continuous operation of the services. 3. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately. 4. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services. 			
6	<p>Waste Materials: All refuse and waste material must be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, roads, etc.</p>			
7	<p>Manufacturer's Instructions: All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.</p>			
8	<p>Public Convenience and Safety:</p> <ol style="list-style-type: none"> 1. The Contractor must so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public. 2. The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. 			

Item #	Specification	Yes	No	Comments
9	<p>Dust/Debris Control:</p> <p>1. The Contractor must take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.</p> <p>2. All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris and garbage daily. Specific areas are adjacent buildings, walkways and parking areas.</p>			
10	<p>Service Documentation: At time of each service, a written report on Contractor's standard form shall be completed. The Contractor shall provide a copy to the Department upon completion of service and maintain one copy. The form shall include date, start time, stop time, work performed, total material used and employees name.</p>			
11	<p>Warranty of Work: The contractor shall warrant to the Owner and guarantee the work under this contract against defective workmanship and materials for a period of one year commencing on the date of final acceptance of the work.</p>			
12	<p>Upon award, contractor will provide a list of products (chemicals) and MSDS sheets proposed to be used throughout the term of the contract, for pre-approval by the City/County. If any changes during the term of the contract, a new MSDS sheet shall be provided and the City/County notified prior to use.</p>			

VI. SPECIAL TERMS AND CONDITIONS

The Owner intends to incorporate the following Special Terms and Conditions into any contract resulting from this BID. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. **Consideration:**

The City and County agree to compensate the CONTRACTOR at the rates as listed on the BID FORM on pages 18-23 for all landscape maintenance services, Schedules I-VIII, provided pursuant to this Agreement. There shall be no travel time added to the invoices. Time charged shall be from the time CONTRACTOR arrives at the work site. Estimates and meeting with owner shall also be included.

B. **Site and Specification Examination:**

1. The submission of a bid shall be conclusive evidence that a bidder has made sufficient examination of the specifications and contract documents and has thoroughly investigated and is satisfied as to the existing conditions to be encountered at the project site(s); the character, quantity, quality and scope of work; the quantities and qualities of materials to be supplied and equipment and labor to be used; and the requirements of the Contract and proposal submitted, including all addenda for performance of the work. **Bidders are responsible for taking their own measurements. Square footage provided by the City is estimated and may need adjustment.**

2. The bidder must be familiar with all state, federal and local laws, ordinances and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. They are assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.

3. The bidder must determine, from careful examination, the methods, materials, labor and equipment required to perform the work in full and shall reflect the same in his/hers bid price. If, in the performance of the work, additional materials, labor or equipment are required beyond those anticipated by the bidder, they will not be entitled to additional compensation except as may be provided for elsewhere in these specifications.

C. **Additional Work:**

Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

D. **Prevailing Wages:**

The contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages.

1. RCW 39.12.010 - The Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular maintenance contract.
2. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of work, and before any final money is disbursed, each contractor and sub-contractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.
3. RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the contractor.

During the term of this contract, it is required that the Intent to Pay Prevailing Wage is filed at the beginning of each contract year.

The State of Washington prevailing wage rates applicable for this maintenance work, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov.lni.wagelookup/prvwagelookup.aspx>

- Intent: Filed at the beginning of each contract year.
- Affidavit: Filed at the end of each contract year. The affidavit must list the specific locations of the services performed.
- Project 11518 shall be referenced on the Intent and Affidavit forms.
- Separate Intents and Affidavits shall be filed for City of Yakima and Yakima County.
 - In addition to the above, incidental repair charges will also need to be billed on separate invoices and have separate intents and affidavits filed.
- If subs are used, the requirements above apply to them as well.

E. Status of Contractor:

CONTRACTOR and the City/County understand and expressly agree that CONTRACTOR is an independent CONTRACTOR in the performance of each and every part of this Agreement. The CONTRACTOR, as an independent CONTRACTOR, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. CONTRACTOR and its officers, employees, agents, instructors, and subcontractors shall make no claim of City/County employment nor shall claim any related employment benefits, social security, and/or retirement.

F. Taxes and Assessments:

CONTRACTOR shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City/County is assessed a tax or assessment as a result of this Agreement; CONTRACTOR shall pay the same before it becomes due.

G. No Insurance Provided by City/County:

It is understood the City/County does not maintain liability insurance for CONTRACTOR and/or its officers, employees, agents, instructors, and/or subcontractors.

VII. BID FORM

INVITATION TO BID NO. 11518

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE CITY/COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE CITY/COUNTY RESERVES THE RIGHT TO AWARD SCHEDULES TO ONE CONTRACTOR, OR MULTIPLE CONTRACTORS. INDIVIDUAL PRICES: BIDDERS SHALL FILL OUT THE INDIVIDUAL UNIT PRICES LISTED BELOW AND EXTEND NET UNIT PRICES FOR AN ANNUAL (9 MONTH SEASON) COST. THE CITY/COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

Quote your lowest price for the following:

Tree trimming will include only those trees that can be reached with a 6' ladder. Any trimming required above that height will not fall under the scope of this contract.

Item No.	Description	Qty.	Price Per Unit	Annual Cost (without tax)
CITY OF YAKIMA - SCHEDULE I – PUBLIC WORKS COMPLEX, 2301 Fruitvale Blvd.:				
During the life of the contract, the contact at the Public Works Complex will be Larry Jaquins, Building Superintendent, (509)-575-6005. Service documentation is required for all services provided for every visit. Leave slip at Public Works Administration (Kary Annex) front counter.				
1.	Weekly Lawn Maintenance. Mow, trim, edge, and then blow debris off sidewalks, 34 times per season. First mowing on March 15 th , last mowing on November 15 th .	34	\$ _____ (per week)	\$ _____
2.	Lawn Fertilizer/Weed Control. 5 applications per season to keep lawn green, healthy, and weed free. (Approx. 61,700 sq. ft.)	5	\$ _____ (per application)	\$ _____
3.	Lawn Aeration. 1 time per season.	1	\$ _____ (per aeration)	\$ _____
4.	Tree/Shrub Insect and Disease Control. 4 applications throughout the season.	4	\$ _____ (per application)	\$ _____
5.	Deep Root Feed Fertilizer. 1 aeration per season on all trees and shrubs.	1	\$ _____ (per aeration)	\$ _____
6.	Tree/Shrub Trimming. Trim all trees and shrubs 4 times throughout the season.	4	\$ _____ (each)	\$ _____
7.	Shrub Bed and Property Line Weed Control. Apply preventative pre-emergent herbicides and apply touch up sprays monthly throughout the season to maintain a weed free appearance. (Approx. 25,000 sq. ft.). Includes entire perimeter* of property – outside and inside fence line. *N. property line runs along “J” St *E. property line runs along 21 st Ave	9	\$ _____ (per month)	\$ _____
8.	Weekly Litter Clean Up. Remove debris on a weekly basis (34 times per season) in lawn, walkways and shrub beds.	34	\$ _____ (per week)	\$ _____
9.	Sprinkler System Maintenance. Maintain sprinkler system on a monthly basis and inspect for any problems. Any repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed separately per man hour.	9	\$ _____ (maintenance per month)	\$ _____
		1	\$ _____ (repairs per man hour)	

Item No.	Description	Qty.	Price Per Unit	Annual Cost (without tax)
10.	Spring and Fall Cleanup – Cleaning of all shrub and flower beds. 2 times per 9-month season.	2	\$ _____ (each)	\$ _____
11.	Weed Control. Throw down yard and refuse enclosure – Apply preventative pre-emergent herbicides and apply touch up spray during the season to maintain a weed free appearance.	2	\$ _____ (each)	\$ _____
12.	Other Work - Other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	
Total Schedule I: \$ _____				
CITY OF YAKIMA - SCHEDULE II - TRANSIT TRANSFER CENTER, 105 S 4th Street:				
During the life of the contract, the contact at the Transit Transfer Center will be Wayne Parsley, Route Supervisor, (509)-576-6463. Service documentation is required for all services provided for every visit. Leave slip at Transit Transfer Center office.				
13.	Weekly Lawn Maintenance. Mow, trim, edge, and then blow debris off sidewalks, 34 times per season. First mowing on March 15 th , last mowing on November 15th.	34	\$ _____ (per week)	\$ _____
14.	Lawn Fertilizer/Weed Control. 5 applications per season to keep lawn green, healthy, and weed free.	5	\$ _____ (per application)	\$ _____
15.	Lawn Aeration. 1 time per season.	1	\$ _____ (per aeration)	\$ _____
16.	Tree/Shrub Insect and Disease Control. 4 applications throughout the season.	4	\$ _____ (per application)	\$ _____
17.	Deep Root Feed Fertilizer. 1 aeration per season on all trees and shrubs.	1	\$ _____ (per aeration)	\$ _____
18.	Tree/Shrub Trimming. Trim trees and shrubs 4 times throughout the season.	4	\$ _____ (each)	\$ _____
19.	Weekly Litter Clean up. Remove debris on a weekly basis (34 times per season) on lawn, walk ways and shrub beds. Monday is preferred.	34	\$ _____ (per week)	\$ _____
20.	Sprinkler System Maintenance. Maintain sprinkler system on a monthly basis and inspect for any problems. Any repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed separately per man hour.	9	\$ _____ (maint. per month)	\$ _____
		1	\$ _____ (repairs per man hr)	
21.	Planting Beds. Planting, weeding, fertilizing, and mulching as needed to maintain pleasant, attractive appearance. Plantings to include a combination of petunias, snap dragons, lobelia & marigolds. Ten (10) flats or more of flowers shall be included each planting. Beds may need planting more than once during the season. Beds will need to be cleared of all vegetation at the end of the season, or by November 15th of each year.	2	\$ _____ (per planting)	\$ _____
		1	\$ _____ (per fertilizing)	
		1	\$ _____ (per mulching)	
		1	\$ _____ (weeding per man hr)	

Item No.	Description	Qty.	Price Per Unit	Annual Cost (without tax)
22.	<u>Other Work</u> - other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	
Total Schedule II: \$ _____				
CITY OF YAKIMA - SCHEDULE III – YAKIMA CONVENTION CENTER, 10 N 8th Street:				
During the life of the contract, the contact at the Yakima Convention Center will be Sam Dobbs, Director of Operations, (509)-833-7155. Service documentation is required for all services provided for every visit. Leave slip at Yakima Convention Center office.				
23.	<u>Weekly Lawn Maintenance.</u> Mow, trim, edge, and then blow debris off sidewalks approximately 34 times per season.	34	\$ _____ (per week)	\$ _____
24.	<u>Lawn Fertilizer/Weed Control.</u> 5 applications per season to keep lawn green, healthy, and weed free.	5	\$ _____ (per application)	\$ _____
25.	<u>Tree/Shrub Insect and Disease Control.</u> 4 applications throughout the season.	4	\$ _____ (maint. per month)	\$ _____
26.	<u>Sprinkler System Maintenance.</u> Maintain four (4) separate sprinkler systems and four (4) separate control boxes on a monthly basis and inspect for any problems. Any repairs or additions are to be executed by request by request of owner on a materials and labor basis. Labor is to be billed separately per man hour.	9	\$ _____ (maint. per month)	\$ _____
		1	\$ _____ (repairs per man hr)	
27.	<u>Other Work</u> – Other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	
The Yakima Convention Center, located at 10 North 8 th Street, includes all areas around the center, the islands located within the large parking lot to the east of the building, including the strip east of the chamber of commerce across from Howard Johnson. It also includes the islands within the parking lots to the north of the Center. It does not include the landscaping immediately surrounding the Chamber of Commerce building. Please see attached aerial photograph on page 24.			Total Schedule III: \$ _____	
CITY OF YAKIMA - SCHEDULE IV – VISITOR’S INFORMATION CENTER, 101 N Fair Ave				
During the life of the contract, the contact at the Visitor’s Information Center will be Sam Dobbs, Director of Operations, (509)-833-7155. Service documentation is required for all services provided for every visit. Leave slip at Visitor’s Information Center office.				
28.	<u>Weekly Lawn Maintenance.</u> Mow, trim, edge, and blow off sidewalks. *Until the Visitor’s Information Center is moved.	34	\$ _____ (per week)	\$ _____
29.	<u>Sprinkler System Maintenance.</u> Maintain sprinkler system on a monthly basis and inspect for any problems. Any repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed separately per man hour. * Until Visitor’s Information Center is moved.	9	\$ _____ (maint. per month)	\$ _____
		34	\$ _____ (repairs per man hr)	
30.	<u>Other Work</u> - Other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	
Total Schedule IV: \$ _____				

Item No.	Description	Qty.	Price Per Unit	Annual Cost (without tax)
<p>*Items 28 and 30 will be on a month to month basis until the Visitor's Information Center is moved. It is scheduled to be moved; however, a time frame is not available.</p>				
<p align="center">CITY OF YAKIMA - SCHEDULE V – Wastewater Collections, 204 W Pine Street:</p> <p>During the life of the contract, the contact at Wastewater Collections will be Marc Cawley, Building Superintendent, (509)-249-6854. Service documentation is required for all services provided for every visit. Leave slip at counter.</p>				
31.	Lawn maintenance: Mowing, edging, trimming, blowing-off sidewalks and removal of grass clippings on a weekly basis. Approximately 32 times throughout the spring, summer and fall.	32	\$ _____ (per week)	\$ _____
32.	Other Work - Other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	
Total Schedule V: \$ _____				
<p align="center">CITY OF YAKIMA - SCHEDULE VI – Yakima Police Department (YPD), 200 S 3rd Street:</p> <p>During the life of the contract, the contact at YPD be Martin Cueva-Ramirez, Building Superintendent, (509)-576-6702. Service documentation is required for all services provided for every visit. Leave slip at counter.</p>				
33.	Lawn maintenance. Mowing, edging, trimming, blowing-off sidewalks and removal of grass clippings on a weekly basis. TO BE DONE ON MONDAY'S. Approximately 32 times throughout the spring, summer and fall.	32	\$ _____ (per week)	\$ _____
34.	Shrub bed weed control. An annual program of 6 applications to control weeds in shrub beds.	6	\$ _____ (each)	\$ _____
35.	Lawn fertilizer and broadleaf weed control 3 times per year.	3	\$ _____ (each)	\$ _____
36.	Tree and shrub spray. 2 applications of insect control for landscape plants per year.	2	\$ _____ (each)	\$ _____
37.	Deep root feeding fertilizer for arborvitae bordering parking areas, 1 time per year.	1	\$ _____ (each)	\$ _____
38.	Other Work - Other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	
Total Schedule VI: \$ _____				
<p align="center">YAKIMA COUNTY - SCHEDULE VII – PUBLIC SERVICES COMPLEX, 1216 S 18th Street:</p> <p>During the life of the contract, the contact at the Public Services Complex will be Jason Alvord, Equipment Services Manager, (509)-574-2405. Service documentation is required for all services provided for every visit. Leave slip at Public Services front counter.</p>				
39.	Weekly Lawn Maintenance. Mow (must bag) – Lowest setting plus 1. Trim, edge and then blow off debris off sidewalks. 34 times per season. First mowing March 15th, last mowing on November 15 th .	34	\$ _____ (per week)	\$ _____
40.	Lawn Fertilizer/Weed Control. 5 applications per season to keep lawn green, healthy, and weed free. (Approx. 15,000 sq. ft.)	5	\$ _____ (per application)	\$ _____
41.	Lawn Aeration. 1 time per season	1	\$ _____ (per aeration)	

Item No.	Description	Qty.	Price Per Unit	Annual Cost (without tax)
42.	Lawn Thatching. 1 time per season	1	\$ _____ (per thatching)	
43.	Sprinkler System Maintenance. Maintain sprinkler system on a monthly basis and inspect for any problems. Any repairs or additions are to be executed by request or owner on a materials and labor basis. Labor is to be billed separately per man hour.	9	\$ _____ (maint. per month)	\$ _____
		1	\$ _____ (repairs per man hr)	
44.	Other Work – Other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	
Total Schedule VII: \$ _____				
YAKIMA COUNTY - SCHEDULE VIII – YAKIMA HEALTH DISTRICT, 1210 Ahtanum Ridge Drive, Union Gap:				
During the life of the contract, the contact at the Health District will be Ellie Navarrete, CFO, (509)-249-6549. Service documentation is required for all services provided for every visit. Leave slip at front counter.				
45.	Weekly Lawn Maintenance. Mow, trim, edge, and then blow debris off sidewalks. 34 times per season. First mowing March 15, last mowing on November 15th.	34	\$ _____ (per week)	\$ _____
46.	Lawn Fertilizer/Weed Control. 5 applications per season to keep lawn green, healthy and weed free.	5	\$ _____ (per application)	\$ _____
47.	Lawn Aeration. 1 time per season.	1	\$ _____ (per aeration)	\$ _____
48.	Tree/Shrub Insect and Disease Control. 6 Applications throughout the season.	6	\$ _____ (per application)	\$ _____
49.	Deep Root Feed Fertilizer. 1 aeration per season on all trees and shrubs.	1	\$ _____ (per aeration)	\$ _____
50.	Tree/Shrub Trimming. Trim all trees and shrubs 4 times throughout the season.	4	\$ _____ (per application)	\$ _____
51.	Shrub Bed and Property Line Weed Control. Preventative pre-emergent herbicides and apply touch up sprays monthly throughout the Season to maintain a weed free appearance, includes entire perimeter of property.	9	\$ _____ (per month)	\$ _____
52.	Pruning of bushes, shrubs and trees less than 6'	2	\$ _____ (per pruning)	\$ _____
53.	Quarterly pest control	3	\$ _____ (per quarter)	\$ _____
54.	Irrigation check and adjust. 3 monthly service	3	\$ _____ (per month)	\$ _____
55.	Sprinkler start-up	1	\$ _____ (each)	\$ _____
56.	Irrigation winterization	1	\$ _____ (each)	\$ _____

Item No.	Description	Qty.	Price Per Unit	Annual Cost (without tax)
57.	Sprinkler System Maintenance. Maintain sprinkler on a monthly basis and inspect for any problems. Any repairs or additions are to be executed by request of owner on a materials and labor basis. Labor is to be billed separately per man hour.	9 1	\$ _____ (maint. per month) \$ _____ (repairs per man hr)	\$ _____ _____
58.	Spring and Fall Cleanup. Cleaning of all shrub and Flower beds. 2 times per 9-month season.	2	\$ _____ (each)	\$ _____
59.	Weekly Litter Clean Up. Remove debris on a weekly basis (34 times per season) in lawn, walkways and shrub beds.	34	\$ _____ (per week)	\$ _____
60.	Other Work. Other labor as requested, to be billed per man hour.	1	\$ _____ (per man hour)	_____
Total Schedule VIII: \$ _____				
List discount offered off list price for any other services not specifically listed: _____%				
WA STATE SALES TAX – Destination Based @ 8.2% for City and 7.9% for County				

SCHEDULE III – YAKIMA CONVENTION CENTER, 10 N 8th Street, Aerial Photograph (as indicated on page 20).



VIII. ADDITIONAL TERMS FOR NON-DISCRIMINATION AND FEDERAL REGULATIONS CERTIFICATIONS

A. Nondiscrimination Provision:

Nondiscrimination: During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

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

“(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

“(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

“(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

“(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

“(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

“(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

“(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

B. The American With Disabilities Act:

CONTRACTOR agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

C. Federal Regulations Certifications:

Compliance with FTA Requirements: FOR TRANSIT

Attached to this bid specification are the Federal Transit Administration 3rd Party Contracting Clauses. Where applicable, vendors shall comply with the sections that apply to this bid call.

Compliance/DBE Requirements:

A. Compliance with Laws:

The successful bidder shall comply with applicable Federal, State and local laws, regulations, and executive orders which are incorporated by reference herein. This bid may possibly be used by various divisions that are partially Federally funded, and, therefore, must adhere to the following federal regulations, such as DBE, Lobbying and Debarment.

Disadvantaged Business Enterprise:

In response to Federal Regulations, the City of Yakima has established a goal for participation of Disadvantaged Business Enterprise (DBE) in City funded projects. The current goal is 12%. Contractors are expected to assist the City of Yakima by meeting these goals. Contractors are encouraged to give consideration to Disadvantaged Businesses and report to the City of Yakima where they have been successful in utilizing Disadvantaged Businesses.

If contractor is certified DBE, please enter your certification number below:

DBE Certification No. _____

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements:

By signing this proposal, the successful vendor certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is the prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion:

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential sub-contractor under a major third party contract), _____, certifies by submission of this proposal, that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential sub-contractor under a major third party contract) is unable to certify to any of the statements in this certification, such Participant will attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR OR POTENTIAL SUB-CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ ARE APPLICABLE THERETO.

- B. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment:
1. The prime contractor agrees it is important to pay each subcontractor promptly under this prime contract for satisfactory performance and failure to do so may exclude DBE subcontractors from participating in City contracts.
 2. Therefore, the contractor agrees to bill the City for each subcontractor's satisfactory performance of work on at least a biweekly basis, and pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen days from the receipt and approval of an invoice from the prime contractor.
 3. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

D. FTA Requirements and Changes:

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

E. Federal Funding: FOR THE HEALTH DISTRICT

It has been identified that the Health District uses Federal Funds to pay for these services. Therefore the following clauses apply:

On the basis of the federal funding that may part of the funding for the goods and services provided by the Contractor under the Agreement, and to assure compliance with all federal regulations associated with services compensated with federal funds, in addition to the terms of the primary Agreement, upon notification and instruction by the ordering department, the Contractor must also comply with the specific provisions of Common Rule, the Office of Management and Budget (OMB) Circular A-102, which is fully incorporated herein. If there is any conflict between the terms expressed in the primary Agreement and those set forth in Circular A-102, the terms and conditions of Circular A-102 shall prevail. See http://www.whitehouse.gov/omb/circulars_a102#main-content.

The Owner intends to incorporate the following Special Terms and Conditions into any contract negotiated as a result of this BID. Failure of the successful Vendor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

A. Definitions:

The words and phrases listed below, as used in the Contract, shall have the following definitions:

- a. “CFR” means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
- b. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- c. “Subcontract” means a separate contract between the Vendor and an individual or entity (“Subrecipient”) to perform all or a portion of the duties and obligations that the Vendor shall perform pursuant to this Contract.
- d. “USCA” means United States Code Annotated. All references to USCA chapters or sections in this Contract shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/index.html>

B. Circulars “COMPLIANCE MATRIX”:

The following compliance matrix identifies the OMB Circulars that contain the requirements, which govern expenditure of federal funds. These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The federal Circulars, which provide the applicable administrative requirements, cost principles and audit requirements, are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

C. Disputes:

A Dispute Board shall determine Disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.

D. Indemnification, Defense, and Hold Harmless:

To the fullest extent permitted by law including RCW 4.24.115, the Vendor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Vendor’s performance of this Agreement or in consequence of any negligence or breach of contract related to the Vendor’s performance of this

Agreement caused in whole or in part by any act or omission by the Vendor or the agents or employees of the Vendor related to performance of this Agreement.

E. Order of Precedence:

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and State of Washington statutes and regulations;
- b. Special Terms and Conditions of this Contract;
- c. This Contract.

F. Subrecipients:

- a. General: If the Vendor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Vendor shall:
- b. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- c. Maintain internal controls that provide reasonable assurance that the Vendor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- d. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- e. Incorporate OMB Circular A-133 audit requirements into all agreements between the Vendor and its Subrecipients who are subrecipients;
- f. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
- g. Comply with the applicable requirements of applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions and any future amendments to them, and any successor or replacement Circulars or regulations; and
- h. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

G. Single Audit Act Compliance:

If the Vendor is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Vendor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Vendor shall:

- a. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- b. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."

H. Overpayments:

If it is determined by the County, or during the course of the required audit, that the Vendor has been paid unallowable costs under this Contract, the County may require the Vendor to reimburse the County in accordance with appropriate applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions.

IX. BIDDER QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Bid Proposal. **Failure to submit this form fully complete, my result in disqualification of Bid.**

BIDDER INFORMATION

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Contractor License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Number of years Contractor has been engaged in business: _____

Name the person to contact for questions concerning this Bid proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.*

Yes: _____ No: _____

Please explain _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?

Yes: _____ No: _____

Please explain _____

The bidder as a contractor has never failed to satisfactorily perform a contract awarded to him expect as follows: (Name of any and all exceptions and reasons thereof)

Yes: _____ No: _____

Please explain _____

EXPERIENCE

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

1. Location and for whom performed:

Phone: _____ Contact Person: _____

2. Location and for whom performed:

Phone: _____ Contact Person: _____

BIDDER: _____

3. Location and for whom performed:

Phone: _____ Contact Person: _____

SUBCONTRACTORS

1. Do you intend to use a subcontractor(s) to complete the services of this contract?

Yes: _____ No: _____

2. If so, list them below and state which services they will be providing:

Company Name: _____

Contractor License No.: _____

Services Provided: _____

Company Name: _____

Contractor License No.: _____

Services Provided: _____

Company Name: _____

Contractor License No.: _____

Services Provided: _____

X. E-VERIFY (FOR CITY ONLY)

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other City contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY; it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State, that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

I certify that I am duly authorized to sign this declaration on behalf of my company.

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

XI. PERSONNEL INVENTORY FORM (FOR CITY ONLY)

*** To Accompany Bid Proposal ***

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE? YES___ NO___. If yes, what is your certification number? # _____

Contractor's Entire Work Force - if you need additional space, photocopy this section and attach it to this form.

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.

XII. SAMPLE CERTIFICATE OF INSURANCE

GENERAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	CONTACT NAME: Insurance Agent Information
	PHONE (AC, No, Ext) _____ FAX (AC, No) _____ E-MAIL _____ ADDRESS: <input type="checkbox"/>
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE
	INSURER A: A-VII or better, admitted carrier
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB EXCESS LIAB			POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POLICY NUMBER	start date	stop date	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____ SIGNATURE _____
---	---

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ACORD25(2010/05)

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COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XIII. SAMPLE CONTRACT

AGREEMENT

CITY OF YAKIMA/YAKIMA COUNTY
(Separate contract for City and County)
BID 11518

LANDSCAPE MAINTENANCE

THIS AGREEMENT, entered into this ____ day of _____, 2015, between the City of Yakima (“City”)/Yakima County(“County”), and _____, (“Vendor”).

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Compensation:

The City/County promises and agrees to employ, and does employ, the Vendor to cause to be done the service provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms & conditions contained herein. The City/County agrees to pay the Vendor according to the payment schedule as listed in the Vendor's attached Bid submittal.

2. Scope of Work:

The Vendor shall perform the service according to the procedure outlined in the specifications of the Bid, attached hereto & incorporated herein.

3. Agency Relationship between City/County and Vendor:

Vendor shall, at all times, be an independent Vendor and not an agent or representative of City/County with regard to performance of the Services. Vendor shall not represent that it is, or hold itself out as, an agent or representative of City/County. In no event shall Vendor be authorized to enter into any agreement or undertaking for, or on, behalf of City/County.

4. Successors and Assigns:

Neither the City/County, nor the Vendor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the written consent of the other.

5. Property Rights:

All records or papers of any sort relating to the City/County and to the project will at all times be the property of the City/County and shall be surrendered to the City/County upon demand. All information concerning the City/County and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Vendor will not, in whole or part, now or at any time disclose that information without the express written consent of the City/County.

6. Work Made for Hire:

All work the Vendor performs under this agreement shall be considered work made for hire, and shall be the property of the City/County. The City/County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Vendor produces in connection with this agreement. On completion or termination of the agreement, the Vendor shall deliver these materials to the project manager.

7. Compliance with Law:

Vendor agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Vendor shall have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority.

8. Nondiscrimination:

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

The Vendor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

In the event of the Vendor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for any future City/County contracts.

9. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

10. Indemnification and Hold Harmless:

Vendor agrees to protect, defend, indemnify and hold harmless the City/County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of _____, its officers, employees, agents, volunteers and/or subVendors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both _____ and the City/County (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between _____ and the City/County in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

11. Indemnity/Contractor's Liability Insurance:

(A) The Service Provider agrees to indemnify and save harmless the City/County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

(B) The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

(C) Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City of Yakima/Yakima County. The requirements contained herein, as well as City of Yakima/Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>Commercial General Liability:</u>	Combined Single Limit:	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate
<u>Auto Liability:</u>	Combined Single Limit	\$1,000,000 Per Occurrence

The City of Yakima/Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima/Yakima County shall be named as an additional insured for such higher limits.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City/County shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

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

The contractor shall also maintain workers compensation through the State of Washington.

(D) Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

(E) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City/County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

12. Contract Documents:

This Agreement, the Request for Proposals, Scope of Work, conditions, addenda, and modifications and the Vendor's proposal (to the extent consistent with Yakima City/County documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Agreement.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

14. Venue:

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

15. Authority:

The person executing this Agreement, on behalf of Vendor, represents and warrants that he/she has been fully authorized by Vendor to execute this Agreement on its behalf and to legally bind Vendor to all the terms, performances and provisions of this Agreement.

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

CITY OF YAKIMA

VENDOR

Tony O'Rourke, City Manager

BY _____
Authorized Representative

ATTEST:

Address

Sonya Claar Tee, City Clerk
