City of Yakima

Bid Documents & Specifications
For
Bid No. 11330

Miscellaneous Chemicals
For
Wastewater Treatment Plant

Bid Documents
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City of Yakima/Yakima County Purchasing Division
129 North Second Street
Yakima, Washington 98901
(509) 575-6093

July 27, 2013

Notice to Bidders No. 11330

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 pm, August 15th, and publicly opened and read for:

Miscellaneous Chemicals for Wastewater Treatment Plant
City of Yakima

Above per specifications.

Bid forms and Specifications are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

Specifications may also be obtained online at:
http://www.yakimawa.gov/services/purchasing/openings/

The City of Yakima reserves the right to reject any and all bids.

Dated this 27th day of July, 2013

(Seal)

Colleen Bailey, CPPB
Buyer II

Publish on July 27th & 28th, 2013

INVITATION TO BID -- NOT AN ORDER

BID NO. 11330

DATE July 27th, 2013

CITY OF YAKIMA
PURCHASING DIVISION
129 NO. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

PLEASE QUOTE ON THIS FORM.
RETURN MARKED "NO BID"
IF YOU CANNOT BID,
AND REASON IN ORDER TO
REMAIN ON VENDOR LIST.

VENDOR _____

ADDRESS _____

_____

_____

BIDS WILL BE RECEIVED

UNTIL 2:00 PM, August 15th, 2013

BID OPENING 2:00 PM, August 15th, 2013

TO BIDDER:
PLEASE BID YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. BID ON EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS. THE CITY RESERVES THE RIGHT TO MAKE A MULTIPLE AWARD ON THIS BID.

The City of Yakima is accepting bids on miscellaneous chemicals for the Wastewater Treatment Plant per the following specifications.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	40,000	Pounds	37 – 43% Ferric Chloride Solution Delivered in returnable 3,300 (minimal) pound totes, or tanker delivery to customer-owned tote at customer facility in 3,500 pound quantity. Specify Size: _____	$	$
2.	40,000	Pounds	75% Phosphoric Acid – Fertilizer Grade Delivered in returnable 3,300 (minimal) pound totes Minimum shipment of 3,300 pounds, delivered within 10 business days of order. Bid in cost per delivered pound. Specify Size: _____	$	$
3.	36,000	Pounds	Urea – Fertilizer Grade in uncoated prill or pellets (must dissolve quickly in water tank with mixing) Delivered in 1-ton super sacks on pallets, 1 super sack per pallet. Super sacks must have straps on top for lifting, and tie-able spout on bottom. Minimum shipment of two super sacks, delivered within 10 business days of order. Bid in cost per delivered pound.	$	$
			Subtotal:		$_____
			Tax 8.2%: *Washington State Destination Based*		$_____
			TOTAL:		**$_____**
			Freight FOB Destination:		**Included**

NON-COLLUSION DECLARATION

I, by signing the proposal or bid, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal or bid is submitted.

2. That by signing the signature page of this proposal or bid, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
Bid No. C11018

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% NET_____

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

_____
Firm Name

_____
Address

_____

_____
Sign Name

_____
Print Name

_____
Date Signed

_____
Phone Number

_____
Fax Number

_____
E-Mail Address

PROPOSAL MUST BE SIGNED

MISCELLANEOUS CHEMICALS – WWTP
CITY OF YAKIMA
BID NO. 11330

I. GENERAL

A. General:

It is the intent of these specifications to describe miscellaneous chemicals in sufficient detail to secure bids on comparable product. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

B. Interlocal Purchasing:

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 does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

C. Other City Departments/Like Items Added

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

D. Exceptions:

Specifications of the equipment 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 vendor.

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. Term:

The period of this contract shall be for a period of one year from its effective date. The City 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 provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

F. Quantities:

The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates. The quantities shown as estimates are not exact and are given for the purpose of comparing Bids upon a uniform basis. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

G. 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 on the various chemicals in the quantities listed in the proposal. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed.

H. Right to Award:
The City of Yakima reserves the right to make contract award on all groups of materials listed on the bid form or award based on any group or based on any combinations of groups.

I. Right to Reject/Accept:
The City of Yakima reserves the right to reject any or all bid or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

J. Rates and Prices:
Pricing shall be prepared with the following terms. The Buyer 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 Buyer.

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

1. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

    a. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
    b. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
    c. Should not deviate from the original contract pricing scheme/methodology

2. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract. Price requests are at the discretion of the Buyer; and must also be:
    a. The direct result of increases at the manufacturer's level (or if Vendor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
    b. Incurred after contract commencement date.
    c. Not produce a higher profit margin than that on the original contract.
    d. Clearly identify the items impacted by the increase.
    e. Be filed with Buyer (ITB Coordinator) a minimum of 30 calendar days before the effective date of proposed increase.
    f. Be accompanied by detailed documentation acceptable to the Buyer (ITB Coordinator) sufficient to warrant the increase.
    g. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
    h. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
    i. Should not deviate from the original contract pricing scheme/methodology.

K. Price Decreases:

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

L. Payments:

Vendor is to submit properly completed invoice(s) to the address specified on the purchase 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.

Surcharges for fuel, delivery/hauling, hazardous material disposal, environmental fees or similar will not be allowed. Relevant charges for these items shall be included in the base bid price.

M. Materials Bought from Different Supplier:

Should the contracted vendor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City is forced to do the work with materials bought from a different supplier, the difference in the Bid price of the materials and that paid the new supplier, 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 City of Yakima Purchasing Manager is notified in writing by the contracted vendor of such pending or actual delay. In the event of any delay, the date

II. SPECIAL INSTRUCTIONS

A. Bid Due Date:

Bid shall be submitted to and date stamped by the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, by 2:00 p.m. on August 15th, 2013 in a sealed envelope labeled Bid No. 11330 with the date and time of bid opening written on the face of it. If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office.

B. Standard Warranty:

Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.

C. Delivery:

Each bidder is required to list on the proposal and/or Bid form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

D. Delivery Acceptance:

Delivery will be accepted by the City of Yakima, FOB Equipment Rental Division, 2301 Fruitvale Boulevard, Yakima, Washington, 98902, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct City personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

E. Unit Prices/FOB:

Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.

F. Unsatisfactory Product:

If the Bidder's product is unsatisfactory, but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option a new Vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material which does not meet specifications, will be assumed by the Vendor.

G. 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 County safety codes. The successful bidder shall also take necessary steps to protect the City's staff and to promptly notify the Wastewater Treatment Plant staff of any emergencies during delivery/filling.

H. Spill Clean Up:

The Contractor shall be responsible for all costs resulting from spillage attributable to their negligence, which may occur during transit or unloading operations. The Contractor shall immediately report and clean up any spillage. If Contractor fails to perform the above actions, the purchaser shall take corrective action and back-charge the Contractor for all related costs.

I. Material Safety Data Sheets (MSDS): for hazardous materials <u>must</u> be accompanied with product at time of delivery.

J. Hold Harmless:

1. Vendor agrees to protect, defend, indemnify and hold harmless the City, 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 Vendor, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

2. If the negligence or willful misconduct of both Vendor and the City (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 Vendor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

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

K. Hazardous Waste Hauling

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability - Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided and the Motor

Carrier Act Endorsement (MCS 90) shall be attached and required after award and must cover all vehicles to be used with this contract

L. Contractors Liability Insurance:

(1) 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.

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

(3) 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.

(4) 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.

(5) 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.

M. Invoices:

Vendor shall accurately invoice per the prices in the contract and shall issue one invoice per order, by City division.

Vendor shall mail invoices to:

City of Yakima
Accounts Payable
129 No. 2nd St.
Yakima, WA 98901

Surcharges for fuel, delivery/hauling, hazardous material disposal, environmental fees or similar will not be allowed.

N. Loading Equipment:
The Vendor is required to have suitable loading equipment available each working day from 8:00 a.m. to 5:00 p.m.

O. Changes:
Any proposed change in this contract shall be submitted to the City of Yakima Purchasing Manager for her prior approval and the she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

P. Technical Specification Analysis:
Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the Vendor's proposal. Failure to do so will be cause for rejection of said proposal.

Supplier shall check "YES" if they do comply 100% with that particular specification, or "NO" if they do not. If "NO" is checked, Supplier must explain in the "COMMENTS" column on the right how their specification deviates. Checking "NO" on any item will not necessarily disallow Vendor's bid. The City shall be the sole judge as to whether an exception is acceptable or not.

You must fill out this questionnaire and submit it with your bid if you are offering a price on the Miscellaneous Chemicals. <u>Failure to complete the questionnaire may be sufficient grounds for rejection of Bid</u>.

III. <u>Technical - "Specifications Analysis"</u>

YES	NO		COMMENTS
		1. **37-43% Ferric Chloride Solution**	
___	___	Meets the following Specifications: Chemical symbol: $FeCl_3$ Percent dry chemical by weight: 37-43% Maximum percent ferrous chloride ($FeCl_2$) 0.75% Free Acid as HCL 1.0% maximum Insoluble 80ppm maximum Percent total iron: 12.7 to 14.8 Typical specific gravity: 1.40 Typical Weight per gallon: 11.68	
___	___	The Ferric chloride liquid solution must not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.	
___	___	The ferric chloride solution supplied must not contain any impurities that cause abnormally rapid decomposition of the City's storage vessels.	
		2. **75% Phosphoric Acid**	
___	___	Chemical symbol: H_3PO_4 Percent dry chemical by weight: 74 – 75.5% (54.6% as phosphorous pentoxide P_2O_5).	
___	___	The phosphoric acid liquid solution must not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.	
___	___	The phosphoric acid solution supplied must not contain any impurities that cause abnormally rapid decomposition of the City's storage vessels.	
		3. **Urea – Fertilizer Grade**	
___	___	Chemical symbol: CH_4N_2O Pellets or prill minimum 46% Nitrogen Biuret 1% maximum Moisture 1% maximum	
___	___	The urea shall not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.	
___	___	The urea supplied must not contain any impurities that cause abnormally rapid decomposition of the City's storage vessels.	

Safety Questionnaire

1. Is Ferric Chloride Solution, Phosphoric Acid, or Urea shipped on radio-equipped trucks?
   Yes ☐ No ☐

2. What safety equipment is carried on the delivery trucks?

   A. _____

   B. _____

   C. _____

   D. _____

   E. _____

3. What is your unloading procedure (using the above listed safety equipment)?

   _____

   _____

4. What emergency training will the drivers receive?

Name of Course:	Number of Hours:	Date of Training:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

5. What procedures are proposed for emergencies during transport?
   (I.e. Will local Fire Departments be notified of transport routes and times?)

   1. _____

   2. _____

   3. _____

   4. _____

6. Who in the supplier's organization do we contact in case of emergency?

   _____
   (Name, Position, Phone number)

E-VERIFY

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.

2. 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.

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

4. 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: _____

Phone #: _____ Email Address: _____

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed as required, and should be submitted with their bid:

A. ***Bid Form***
The unit prices, extensions and total amounts bid must be shown in the spaces provided (Page 3)

B. ***Bid Signature Sheet***
To be filled out and signed by the bidder (Page 5)

C. ***Technical Specification Analysis***
To be filled out by the bidder (Page 12)

D. ***Safety Questionnaire***
To be filled out by the bidder (Page 13)

The following forms are to be executed after the contract is awarded:

A. ***Certificate of Insurance***
Refer to attached Informational Certificate of Insurance Sample, which must be accompanied by a Pollution Liability Endorsement and Additional Insured Endorsement (Page 21-22)

B. ***Purchase Order***
Each ordering department will provide their own purchase order.

C. ***E-Verify***
Required to be submitted after award (page 14)

CITY OF YAKIMA
GENERAL PROVISIONS
(A PART OF ALL CONTRACT DOCUMENTS)

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The City reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. The City of Yakima will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by the City of Yakima for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City. The acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the City grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the City as a separate item on the invoice for said charges. It is also agreed the City reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to: ***City of Yakima, Accounts Payable,129 No. 2nd St., Yakima, WA 98901***

To insure prompt payment, each invoice should cite purchase order number, bid/quote 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 product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the City, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. 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 or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense.

12. Approximate Quantity
The quantities listed are the City's current approximate requirements. The City of Yakima will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing
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 does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

14. Samples
Samples of items, when required, must be furnished free of expense to the City, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection
Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials
If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the City with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure
Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Vendor's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

18. Warranties
Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award
When the contract is terminated by the vendor upon 30 days notice as herein provided, the City, pursuant to City ordinance, 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 and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions
The City 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.

21. Late Receipt of Bid/Quote Documents
Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses
If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions
Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the City regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the City mailing list for a period of up to three (3) years.

24. "No Bids"
Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the City's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion
The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote
In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
III. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
IV. The quality of performance of previous contracts or service.
V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
VII The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes
The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The City is exempt from Federal Excise Tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination
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.

29. The Americans With Disabilities Act.
With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 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.

30. 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. 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.

31. 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.

32. Termination - Cause
The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

33. Delay of an Award
If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

34. 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 of Yakima. This Agreement shall be governed by the laws of the State of Washington.

35. Defense and Indemnity Agreement
The vendor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, it successor or assigns, or its or their agent, servants, or employees, The City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

36. Permits
The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Yakima. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

37. 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.

38. Waiver
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

39. Entire Agreement
This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

40. Protest Procedure
Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed 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 before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If unresolved, within three (3) business days after receipt, 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, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the vendor.

Grounds for Protest
Only protests stipulating an issue of fact concerning the following subjects shall be considered:
- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination
Each review and determination of the protest shall issue a decision that either:
- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe
Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement
Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will by made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from 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 City 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 City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.
The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

41. Qualified Bids
The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

42. Proprietary Material Submitted
Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Personnel Inventory Form

* 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, photo copy 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.

GENERAL

ACORD®

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 (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: A-VII or better, admitted carrier	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

ENTITY INSURED
ADDRESS

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POLICY NUMBER Stop Gap/EL Only	start date	stop date	WC STATUTORY LIMITS X OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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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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.

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