

**City of Yakima**  
**NOTICE TO BIDDERS No. 11616-S**

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. 2<sup>nd</sup> Street, Yakima, Washington 98901 until the hour of **11:00:00 AM October 28, 2016**. At such time, Bids will be publicly opened and read for:

**On-Call Sidewalk & Miscellaneous Concrete Removal and/or Replacement  
for Various City of Yakima Departments**

Above per specifications, Bid Packets are available online at [www.YakimaWA.Gov/Services/Purchasing](http://www.YakimaWA.Gov/Services/Purchasing) or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2<sup>nd</sup> Street, Yakima, WA. 509-575-6093

**In order to bid, Contractor must be registered with the City of Yakima Small Works Roster at:**

City (MRSC):  
<http://www.mrscrosters.org/>

**Prevailing wages will apply to all phases of this project per specifications.**

The City of Yakima reserves the right to reject any and all Bids. The City 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, pregnancy, veteran 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 set.)

Dated this 13<sup>th</sup> day of October, 2016.

Susan Knotts, CPPO, CPPB  
Buyer II

Publish on October 13 and 14, 2016



**CITY OF YAKIMA INVITATION TO BID No. 11616-S  
SIGNATURE SHEET**

*THIS IS NOT AN ORDER*

BID Release Date: October 28, 2016

**Bid Receipt:** Bid envelope must be sealed and plainly marked with due date, time, and Bid Number 11616-S, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bid 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 2nd 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**

Purchasing For: Various City of Yakima Departments 129 N. 2 <sup>nd</sup> Street Yakima, WA 98901	Buyer in charge of this procurement (Contact for further information): Susan Knotts, CPPO, CPPB Buyer II
Bids Must be completely uploaded by: <b>October 28, 2016 at 11:00:00 AM PST</b> Public Opening <input checked="" type="checkbox"/>	Phone: (509) 575-6095 E-Mail Address: <a href="mailto:Susan.Knotts@YakimaWA.Gov">Susan.Knotts@YakimaWA.Gov</a>

**PROJECT DESCRIPTION SUMMARY**

**Limited Small Works Roster Process Utilizing the MRSC Small Works Roster.**

**On-Call Sidewalk & Miscellaneous Concrete Removal and/or Replacement.  
Removal and/or replacement of sidewalks, curbs, gutters and utility cuts in concrete streets.**

Enter Prompt Payment Discount: \_\_\_\_\_% net \_\_\_\_\_ days

We/I will complete project within 10 days after receipt of order.

**By signing this Bid proposal, the Bidder is agreeing to the Maximum 10 Working Day Requirement for advance notice in terms of time following notification to begin work on each job site.**

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 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 in this Invitation to Bid and all terms of our Bid.

Company Name	Company Address	
Name of Authorized Company Representative (Type or Print)	Title	Phone ( )
		Fax ( )

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**INVITATION TO BID #11616-S**  
**On-Call Sidewalk & Miscellaneous Concrete Removal and/or Replacement**  
**CITY OF YAKIMA SMALL WORKS ROSTER**

**II. GENERAL INFORMATION**

**A. Description of Project:**

It is the intent and purpose of these specifications to describe On-Call Sidewalk & Miscellaneous Concrete Removal and/or Replacement in sufficient detail to secure Bids on comparable work. The Bidder must determine, from careful examination, the methods, materials, labor, equipment, and all components which are necessary and required to perform the work in full, shall be included in the Bid proposal and shall conform in strength, quality of workmanship, and material to that which is usually provided by the trade in general. 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. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

**B. Point of Contact & Clarifications:**

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has the duty to immediately notify the Buyer of such concerns 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 below, a minimum of five (5) days prior to the submittal due date.

Send all inquiries to:  
Susan Knotts, Buyer II  
[Susan.Knotts@YakimaWA.Gov](mailto:Susan.Knotts@YakimaWA.Gov)

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 issued in the form of Addenda, and copies of each Addendum will be provided to all known Bidders. All Addenda are posted on the City of Yakima website at [www.YakimaWA.Gov/Services/Purchasing](http://www.YakimaWA.Gov/Services/Purchasing). Receipt of each Addendum must be acknowledged by Bidders on the Signature Sheet in the space provided and each Addendum shall be considered a part of the Contract Documents.

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

**C. No Obligation to Contract:**

This Bid does not obligate the Owner to contract for service(s), or product(s) specified herein. City 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.

**D. Quantities:**

The Owner does not bind itself or guarantee to purchase any specific quantity or dollar amount. Any quantities shown are not exact but estimates that are given for the purpose of comparing Bids upon a uniform basis. Payments will be made only for actual work and services performed and accepted, whether greater or less than the estimate. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none").

**E. Property Rights:**

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

**F. 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 service.

**G. Services Provided by Different Supplier:**

Should the contracted Contractor be unable to or refuse to provide service, on any given day, against this predetermined schedule to which the Contractor has agreed and the City is forced to hire out services from a different Contractor, the difference in the Bid price of the services and that paid to the new Contractor, in order to perform the work, shall be charged to and paid for by the Contractor holding the Bid award for these services.

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

- Unavoidable mechanical breakdowns
- Strikes
- Inability to secure component materials
- Acts of God
- Fire

Provided the Buyer listed on Page 5 is notified in writing by the contracted Contractor of such pending or actual delay. In the event of any delay, the date of service shall be extended for a period equal to the time lost due to the reason for the delay.

**H. New and Unused:**

All units, equipment, parts and material shall be new, unused, and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

**I. Bidder Responsibility Criteria:**

It is the intent of the City to award a Contract to the lowest, responsible Bidder. Before award, the Bidder must meet the following *Bidder Responsibility Criteria* to be considered a responsible bidder. The Bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration as a Contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any Public Works contract under RCW 39.06.010 or 39.12.065(3).
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, nonstandard, project specific items reporting requirements of RCW 39.04.370.
6. Be registered on the MRSC Small Works Roster at time of Bid submittal and Bid opening.

For Public Work projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

**J. Supplemental Bidder Responsibility Criteria:**

1. Criterion: Bidder must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years.
2. Criterion: The Bidder shall not have had any Public Work contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the Bid submittal deadline for this project, unless there are extenuating circumstances and such circumstances are deemed acceptable to the City.
3. Documentation: Qualifications must be listed on the attached *Contractor Questionnaire and Qualification Statement* and returned with Bid submittal. The Owner may contact previous owners to validate the information provided by the Bidder. Supplemental Bidder Responsibility Criteria must be substantially met to be considered responsive.

**K. Errors and Omissions:**

The City reserves the right to correct obvious ambiguities and errors in the Bidder's Bid 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.

**L. 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 service or give an individual Bidder who is offering a lesser service a distinct advantage.

**M. Final Inspection and Acceptance:**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor shall request the City to inspect the work. The City will notify the Contractor of any deficiencies in the work, or differences in the quantities submitted by the contractor, after inspection. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the City is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the notice listing the deficiencies, the City may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant.

The date of final acceptance shall be determined by the date the Contractor has properly invoiced the City for payment after the final inspection and acceptance has occurred.

**N. Payments:**

Upon final inspection and acceptance of the work by the City, the Contractor is to submit properly completed invoice to the City of Yakima Accounts Payable, 129 North 2<sup>nd</sup> Street, Yakima, WA, 98901. To insure prompt payment each invoice should cite Bid Number 11616-S, purchase order number, discount terms and include the Contractor's name and return remittance address. In addition, the invoice shall include bid item description, quantity, unit price, total price, location of work and date work completed.

Payment will be mailed within thirty (30) days of acceptance of the completed project with Prevailing Wage Intents and Affidavits, and a properly completed invoice. Invoice shall be itemized to reflect hours worked and material costs. **No progress payments will be made.**

1. 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, 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

**O. Contractor's Liability Insurance (Sample Certificate Attached):**

Successful Bidder must provide a *Certificate of Liability Insurance with Additional Insured Endorsement*, per the terms and conditions outlined in the attached Contract.

**P. Federal Funding:**

On the basis of the federal funding that may be 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](http://www.WhiteHouse.Gov/OMB/Circulars_a102#Main-Content)

**Q. Contract 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) day 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.

**R. 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.

**S. 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) day written notice to Contractor.

**T. Price Adjustment:**

In order to protect the interest of the City and to give the Bidder a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the Specifications and Contract documents and shall be binding on the Contractor and the City.

In submitting a Bid(s), each Bidder shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the Contract. On the Contract anniversary date, if requested by the Contractor, payment under this Contract may be adjusted should the Consumer Price Index show a change from the base index or adjustments in Prevailing Wage occur. The increase/decrease shall be tied to the previous twelve (12) months annualized Consumer Price Index for the West Coast All Urban Consumers and/or any Prevailing Wage adjustments as reported by the Department of Labor and Industries. The yearly increase shall not exceed 3.5% and be firm for the next 365 days of the Contract. All such requests shall be submitted in writing to the Buyer listed on Page 5 no later than 30 days prior to Contract anniversary date.

**U. Expansion Clause:**

At any time during the term of this Contract, or any extension thereof, this Contract may be further expanded by the Purchasing Buyer in writing to include any other service normally offered by the awarded Contractor, as long as the price of such additional services is based on the same cost/profit formula as the listed item(s).

**V. Warranties:**

Contractor warrants that prices of materials, equipment and services set forth herein don't exceed those charged by the Contractor to any other customer purchasing the same goods/services under similar conditions or quantities.



The Contractor shall warrant to the City and guarantee the work under this Contract against defective workmanship and materials for a period of one (1) year commencing on the date of final acceptance of the work.

### III. Scope of Work and Technical Specifications:

#### A. Scope of Work:

The work under this Contract shall include the furnishing of all labor, materials, traffic control, equipment, permits, licenses and inspections necessary for or incidental to On-Call Curb, Curb and Gutter, Sidewalk and Miscellaneous Concrete Removal and/or Replacement per the attached specifications, standards (drawings), and in compliance with the Contract.

Services may consist of, but not be limited to:

- Multiple Utility cuts in concrete streets
- Replacement and/or Removal of concrete, curbs, gutters and sidewalks
- Removal of roots, gravel, concrete, asphalt, temporary cold mix, and other materials

**The City of Yakima reserves the right to perform any of these services it deems necessary with in-house crews.**

#### B. Workmanship:

Where not more specifically described in these Specifications, all workmanship including design, shall conform to all of the methods and operations of Best Practice Standards and accepted practices of the trade or trades involved to each unit of work. Furthermore, no detail necessary for safe and regular use shall be omitted, although specific mention thereof may not be made in these Specifications. All references to standards whether for materials, processes, assemblies, workmanship, performance or similar purpose shall mean, unless otherwise noted, the most recent available published version of Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Associations as well as the City of Yakima Standard Specifications and Standard Details. When reference is made to Standards, the Standards are to be made a part of this Contract, and to have the same effect as if fully reproduced herein. All Work shall be executed by personnel skilled in their respective lines of work. All materials provided for individual projects will be of good quality and new, that the Work will be free from defects, will be fully compatible with the existing materials and equipment and that the Work will conform to all requirements. Work not conforming to these requirements, including substitutions (if allowed) not properly approved and authorized, may be considered defective. Only the best and safest methods of operation will be allowed. Any variance from the Specifications or Standards of quality must be clearly pointed out in writing by the Bidder.

#### C. Regulatory Requirements and Codes:

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

#### D. Permits and Licenses:

All Bidders shall have a valid and current business license issued by the City of Yakima covering this type of work and pay all charges, fees, and taxes associated with said license.

Bidders must have a valid Washington State Contractor's License **at the time of Bid opening** and throughout the life of the resulting Contract.

The Contractor must obtain all required permits and license required for all phases of, and completion of this project, including but not limited to: building permits, electrical permits, street-break permits etc.

The Contractor is responsible for all traffic control and barricades. Traffic Control Plan, if required, needs to be submitted to Dan Riddle, Street Break Inspector (509-576-6464/509-728-3459), for approval prior to

commencement of work. **The Contractor is responsible for all fees incurred and traffic control and safety costs are to be part of the Contractor's Bid.**

**E. Additional Work:**

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

**F. Work Start & Completion Dates:**

The Work is on an on-call basis with the start and completion dates to be determined by the City of Yakima project manager at the time work is requested. Scheduled sidewalk, curb, gutter and concrete services shall be performed Monday through Friday between the hour of 8:00 AM and 5:00 PM. There may be occasions when job completion runs beyond a normal working hours or when a Contractor is called in for an after hour's emergency. Contractor agrees to mobilize and be available to perform work within a maximum of ten (10) working days of each request, unless request is specified as an emergency. Emergency work shall begin within sixty (60) minutes of call out. If Contractor fails to complete assigned jobs within specified period of *Notice to Proceed* more than three (3) times in a twelve (12) month period, the Contractor shall be considered to be in *Breach of Contract* and the Contract will be re-awarded to the next low Bidder for the duration of this Contract period, at the discretion of the City.

Contractor shall not be responsible for delays in job completion due to unavoidable mechanical breakdowns, strikes, inability to secure component materials, acts of God or fire, provided the City of Yakima Purchasing Buyer is notified in writing by the awarded Contractor of such pending or actual delay. In the event of any delay, the date of completion shall be extended for a period equal to the time lost due to the reason for the delay.

**G. 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

**H. Mobilization and Demobilization:**

Mobilization shall be included in the base unit price for each work order and shall consist of preparatory work and operations performed by Contractor, including his personnel, equipment, supplies and incidentals to the project site. No separate measurement or payment will be made for costs associated with mobilization and demobilization, no matter what the job size.

**I. Contractor's Vehicles:**

1. Contractor and employee(s) vehicles, and all other vehicles entering City's property to perform work, must use and access route approved by the City.
2. All such vehicles must park in a designed parking area approved by the City.

**J. No Disturbance:**

The Contractor shall not disturb grounds or materials outside the sphere of the contracted project.

**K. Protection of Existing Utilities:**

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

1. Notify the City 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.
2. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor must notify the City immediately.
3. 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.

**L. Waste Materials:**

All refuse and waste material must be disposed of, in a legal manner, by the Contractor off the City's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, streets, roads, etc. Storage of debris on site is not allowed.

**M. Public Convenience and Safety:**

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.

The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag person(s) 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.

Sound Control - If possible, limit sound during working hours.

**N. Dust/Debris Control:**

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.

All areas where personnel are, or will be present during the course of Work, shall be thoroughly cleaned of debris and garbage daily. Specifically areas that are adjacent buildings, walkways and parking areas.

**O. Technical Instructions:**

1. Cutting and Patching:

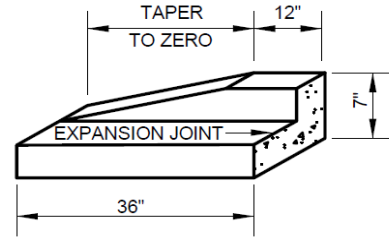
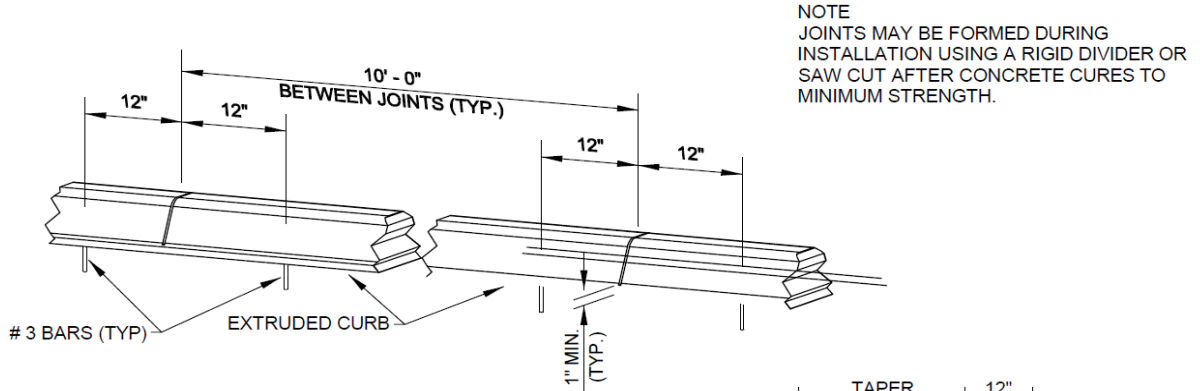
Definition: Includes removal of existing roots, gravel, and/or cold mix material, cutting and patching of existing surfaces. Surfaces finish shall be consistent with the immediate adjoining areas.

All work shall conform to the most current Standard Specifications for Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association as well as the City of Yakima Standard Specifications and Standard Details. The most current Standard Detail for concrete restoration (and other standards) are located on the City of Yakima Engineering web page at, <http://www.YakimaWA.Gov/Services/Engineering/Roadway>

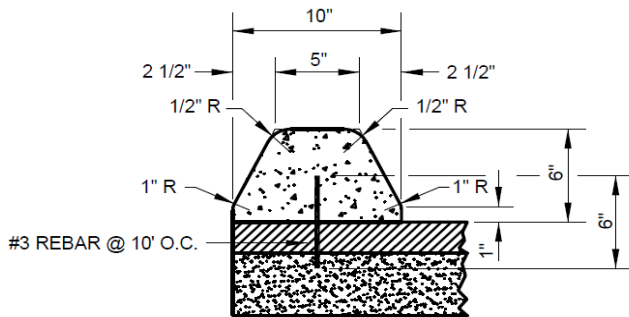
Work Included: This section establishes general requirements pertaining to cutting (including excavating) and patching of the Work required to:

- a. Prepare surface for placing of patch material:  
All match edges, parallel, perpendicular, etc. will be trimmed (cut), flush, smooth prior to formwork and concrete placement.
- b. Curb and gutter, or curb shall conform to current standard specifications for Road, Bridge and Municipal Construction published by Washington State DOT, Section 8.04 and **City Code** (see standard specs).
- c. Sidewalks shall conform to current standard specifications for Road, Bridge and Municipal Construction published by Washington State DOT, Section 8.14 and **City Code**.
- d. Concrete street repairs shall conform to current standard specifications for Road, Bridge and Municipal Construction published by Washington State DOT Section 8.04, WSDOT Class 3000 Concrete, and **City Code**.
- e. After removal of forms, area must be filled in with like materials (existing topsoil, dirt, gravel, etc.). All material to be select-fill per City Specs.
- f. All ground/foundational prep-work must have a minimum of 2" of select fill gravel, compacted - sidewalk included.

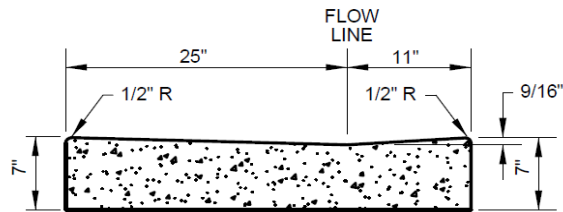
**P. Standard Detail Drawings:**



**CURB TERMINAL END**



**CEMENT CONCRETE EXTRUDED CURB**



**CEMENT CONCRETE VALLEY GUTTER**

**NOTES:**

1. WSDOT CLASS 3000 CONCRETE WITH COARSE AGGREGATE GRADING NO. 5.
2. EXCAVATION LIMITS ARE 6" BEHIND AND 6" IN FRONT FOR REMOVING AND REPLACING EXISTING CURB & GUTTER.



**City Of Yakima  
Engineering Division**

129 North Second Street  
Yakima, Washington

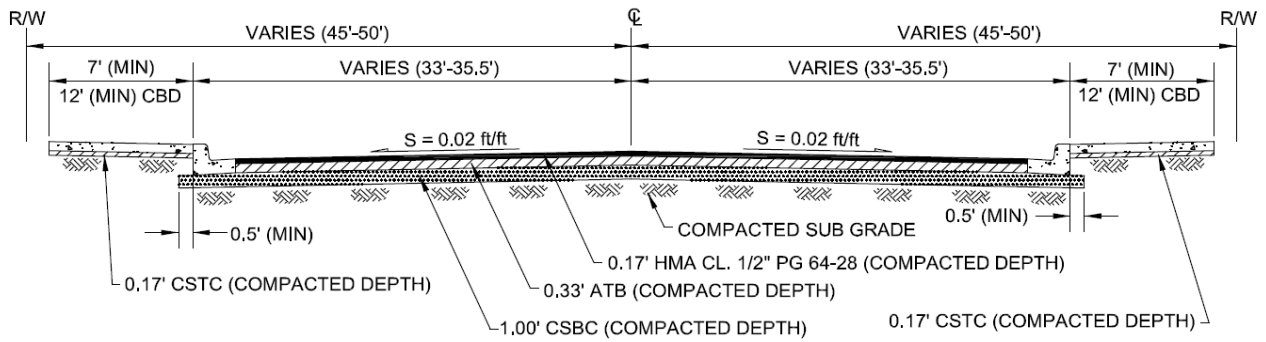
City of Yakima - Standard Detail

**CEMENT CONCRETE CURB**

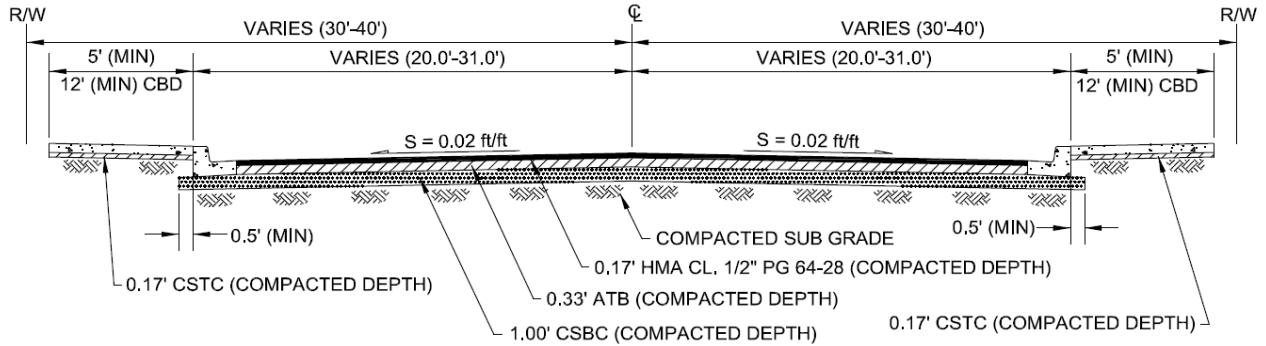
**R1**

NOT TO SCALE  
Revision 9-2014

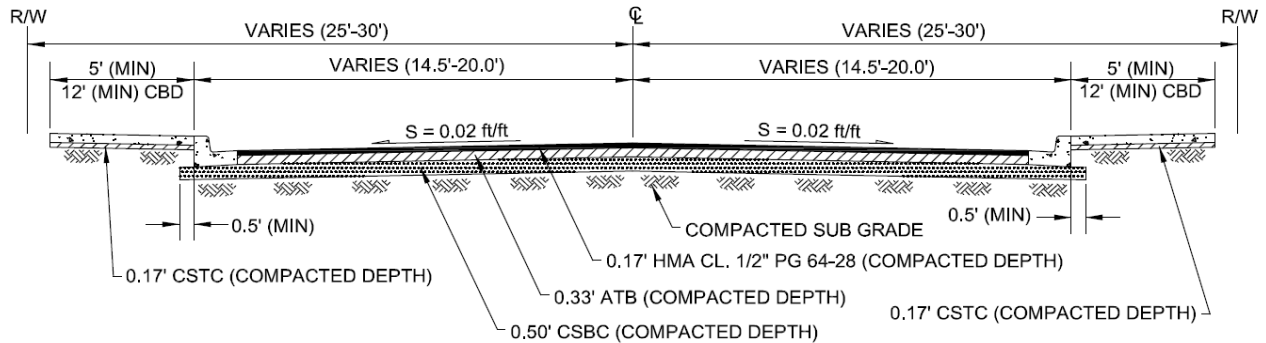




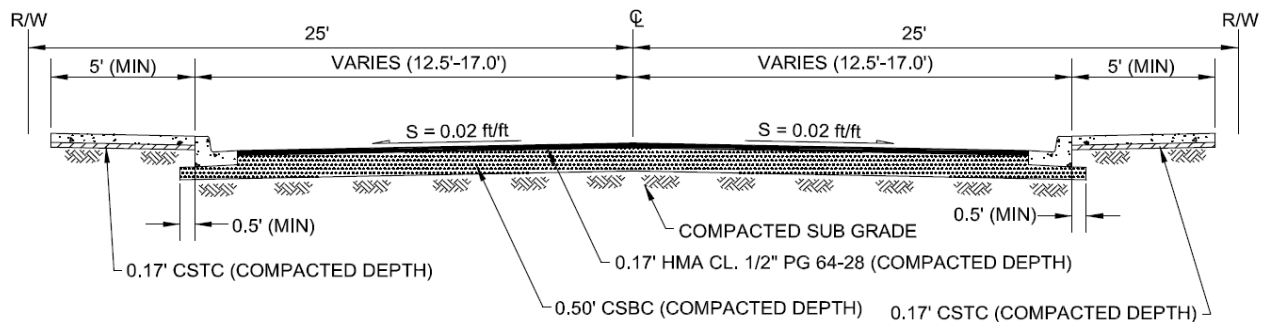
**PRINCIPAL ARTERIAL SECTION**



**MINOR ARTERIAL SECTION**



**COLLECTOR ARTERIAL SECTION**



**RESIDENTIAL SECTION**



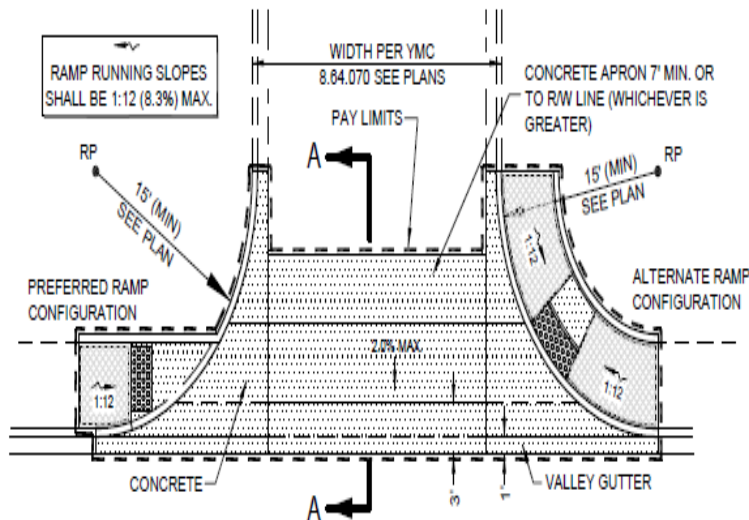
**City Of Yakima  
Engineering Division**

129 North Second Street  
Yakima, Washington

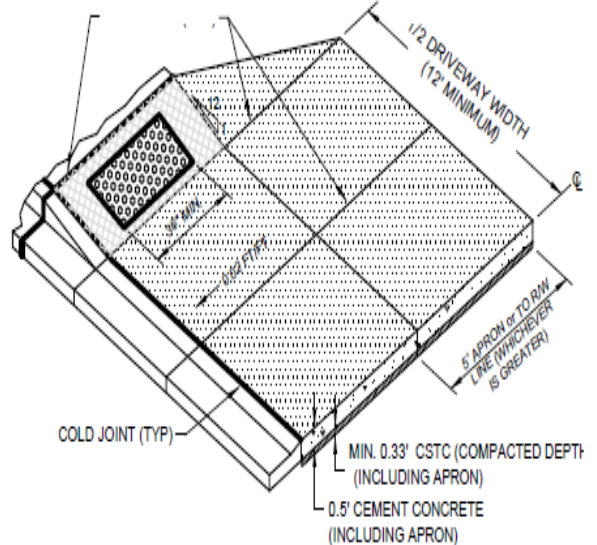
City of Yakima - Standard Detail  
**ROADWAY SECTIONS**

**R3**

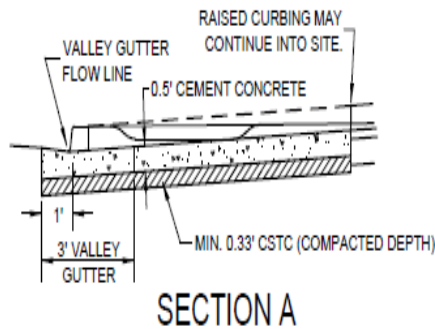
NOT TO SCALE  
Revision 11-2008



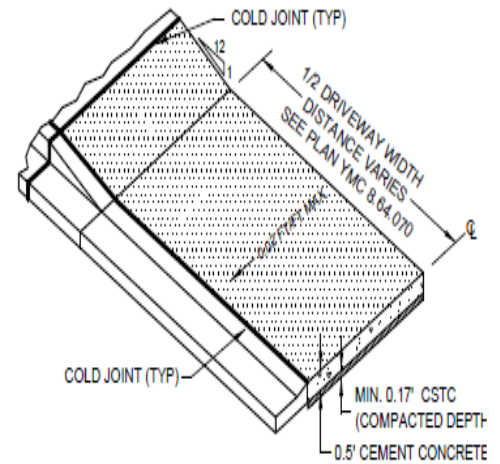
COMMERCIAL APPROACH - TYPE 1



COMMERCIAL APPROACH - TYPE 2



SECTION A



RESIDENTIAL APPROACH

NOTES

1. USE OF COMMERCIAL APPROACH - TYPE 2 BY APPROVAL OF CITY ENGINEER ONLY.
2. CURB & GUTTER, VALLEY GUTTER, & CONCRETE APPROACH SHALL BE SEPARATED BY 3/8" THICK EXPANSION JOINT MATERIAL.
3. THIS DETAIL INDICATES GENERAL CONFIGURATION REQUIREMENTS FOR COMMERCIAL DRIVEWAY APPROACHES. STYLE AND LOCATION OF HANDICAP RAMPS WILL DEPEND UPON SITE CONDITIONS AND SHALL BE CONSTRUCTED ACCORDING TO THE SPECIFIC PROJECT SITE PLAN APPROVED BY THE CITY ENGINEER.
4. WSDOT CLASS 3000 CONCRETE WITH COARSE AGGREGATE GRADING NO. 5.
5. DUE TO THE MINIMUM SIZE RADIUS OF 15', SPECIAL CONSIDERATIONS NEED TO BE MADE TO ALLOW FOR ADA REQUIREMENTS ON THE RAMPS. 15' RADIUS DESIGNS MUST BE SUBMITTED AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.
6. ALL SIDEWALK WITHIN COMMERCIAL APPROACH LIMITS, FROM RADIUS POINT TO RADIUS POINT, SHALL BE 0.5' CEMENT CONCRETE ON 0.33' CSTC.
7. EACH COMMERCIAL DRIVEWAY PAY ITEM SHALL INCLUDE ALL ASSOCIATED RAMPS, CURBING, TRUNCATED DOMES, APRON, AND SIDEWALK. SEE PAY LIMITS ABOVE.



City of Yakima  
Engineering Division

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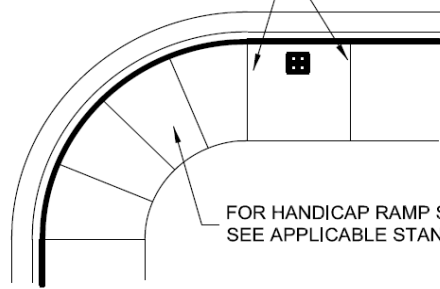
City of Yakima - Standard Detail

DRIVEWAY APPROACHES

R4

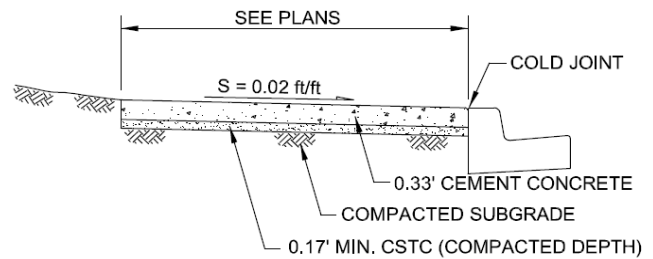
NOT TO SCALE  
Revision 02-2014

THROUGH JOINTS ON EACH SIDE OF AND AROUND EACH UTILITY APPURTENANCE.

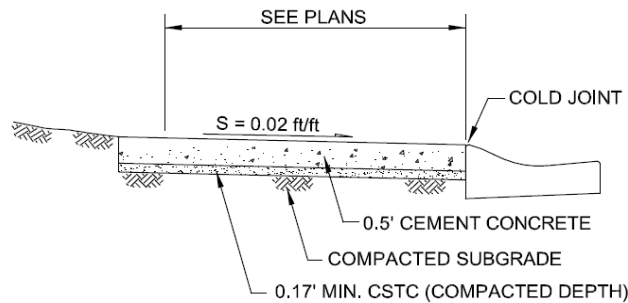


FOR HANDICAP RAMP SIZE AND POSITION, SEE APPLICABLE STANDARD DETAILS.

### SIDEWALK JOINTING



### 4" STANDARD SECTION



### 6" SIDEWALK SECTION

#### NOTES

1. THROUGH JOINTS WITH 3/8" JOINT MATERIAL SHALL BE PLACED AT 20' INTERVALS OR MATCH EXISTING CURB JOINTS.
2. 1 1/2" DEEP DUMMY JOINTS SHALL BE SCORED INTO THE CONCRETE AT ALTERNATING 10' INTERVALS.
3. "V" GROOVES SHALL BE PLACED AT 5' INTERVALS.
4. ALL JOINTS, "V" GROOVES, AND EDGES SHALL BE FINISHED WITH AN EDGER HAVING A 1/4" RADIUS.
5. SEE PLANS FOR WIDTH AND POSITION OF SIDEWALK.
6. WSDOT CLASS 3000 CONCRETE WITH COARSE AGGREGATE GRADING NO. 5.



City Of Yakima  
Engineering Division

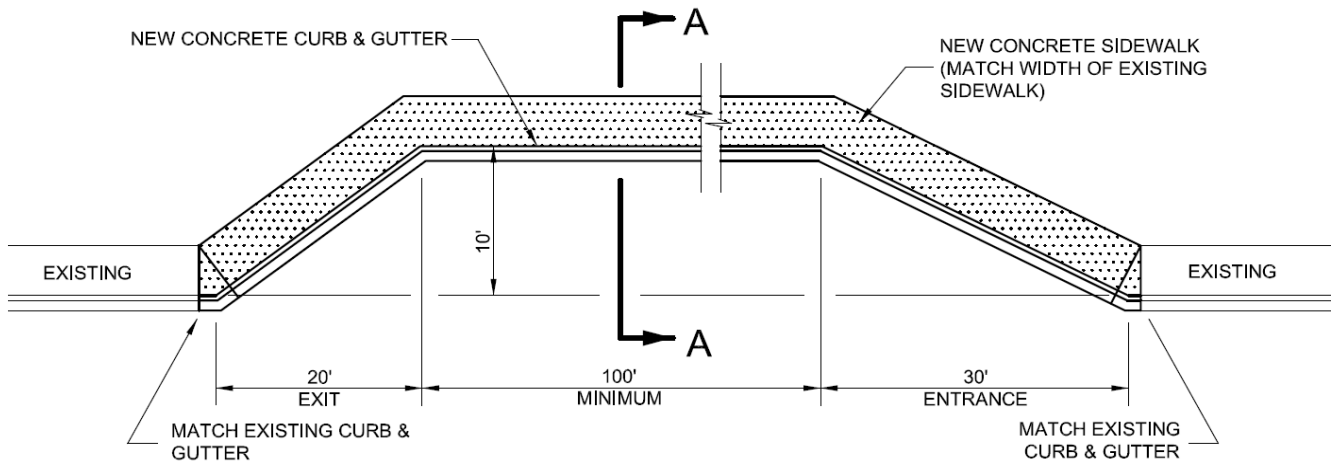
129 North Second Street  
Yakima, Washington

City of Yakima - Standard Detail

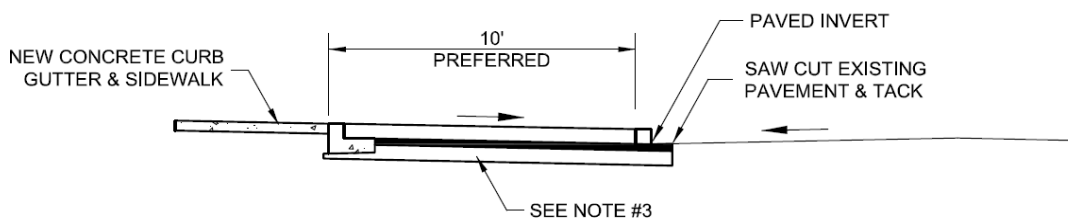
## CEMENT CONCRETE SIDEWALK R5

NOT TO SCALE  
Revision 03-2011





**PLAN VIEW**



**SECTION A**

**NOTES**

1. PREFERRED CONSTRUCTION OF TURNOUT SLOPE IS TO REVERSE SLOPE BACK TO NEW PAVED INVERT. SLOPING TURNOUT TO MAINTAIN ROADWAY CROWN SLOPE SHALL BE USED WITH CITY ENGINEERS APPROVAL ONLY. APPROVAL IS BASED UPON ADEQUATE DRAINAGE FOR THE TURNOUT.
2. THIS DETAIL INDICATES GENERAL CONFIGURATION REQUIREMENTS FOR BUS TURNOUTS. FINAL DESIGN WILL DEPEND UPON SITE CONDITIONS AND SHALL BE CONSTRUCTED ACCORDING TO THE SPECIFIC PROJECT PLAN APPROVED BY THE CITY ENGINEER.
3. SPECIFIC DETAILS FOR TYPES AND DEPTHS OF MATERIALS FOR CONSTRUCTION OF THE BUS TURNOUT ARE LOCATED ON ASSOCIATED STANDARD DETAILS. FOR PAVEMENT REQUIREMENTS SEE THE APPROPRIATE ROADWAY SECTION BASED UPON ROAD CLASSIFICATION.



**City Of Yakima  
Engineering Division**

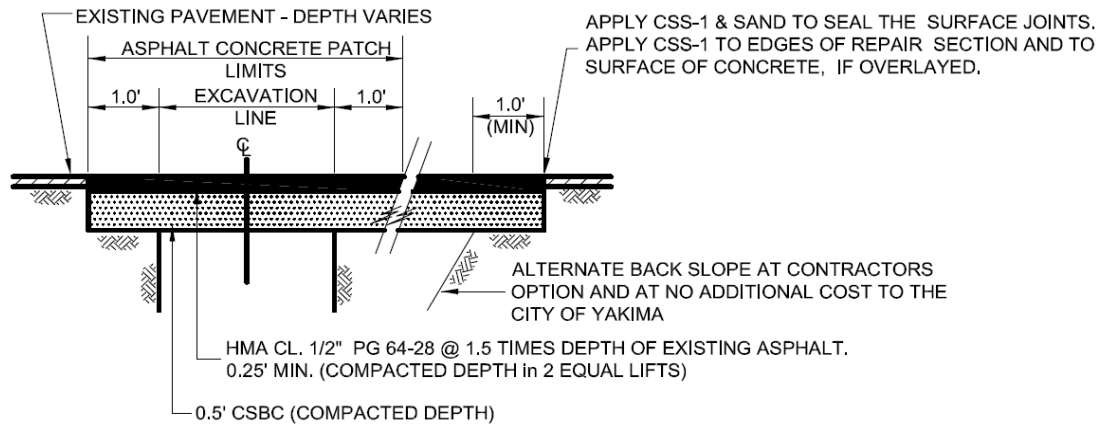
129 North Second Street  
Yakima, Washington

City of Yakima - Standard Detail

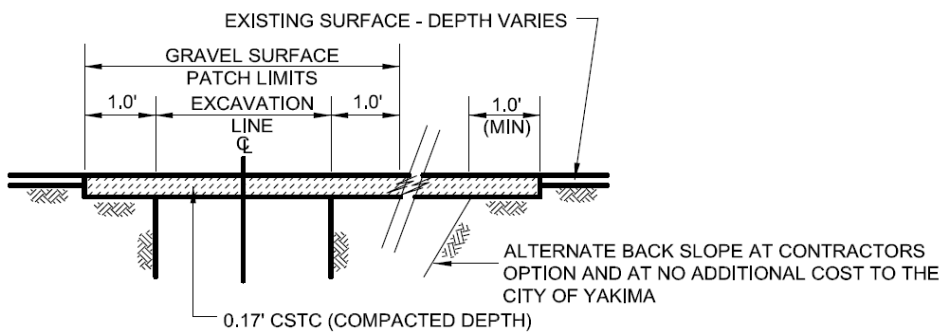
**BUS TURNOUT**

NOT TO SCALE  
Revision 2-2011

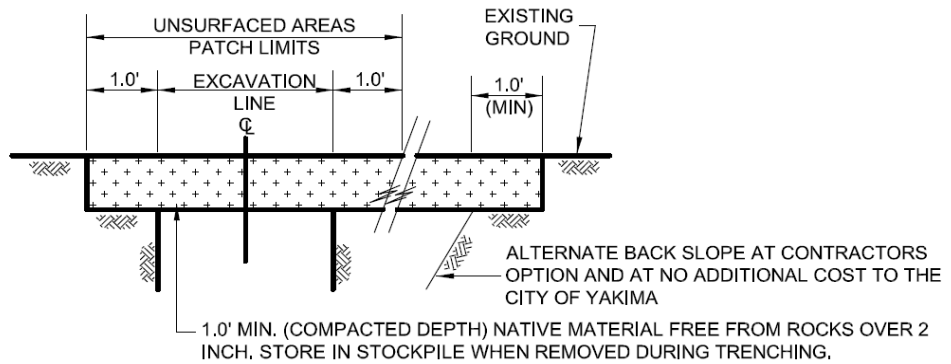
**R6**



### ASPHALT CONCRETE SURFACING



### GRAVEL SURFACING



### UNSURFACED AREAS

#### NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURFACE RESTORATION INCLUDING WIDER REPAIR SECTIONS RESULTING FROM ALTERNATE BACK SLOPE AT TRENCH SIDES.
2. CONTRACTOR SHALL BE AWARE THAT GEO-TEXTILE-FABRIC MAYBE REQUIRED BY THE ENGINEER IN CERTAIN APPLICATIONS.



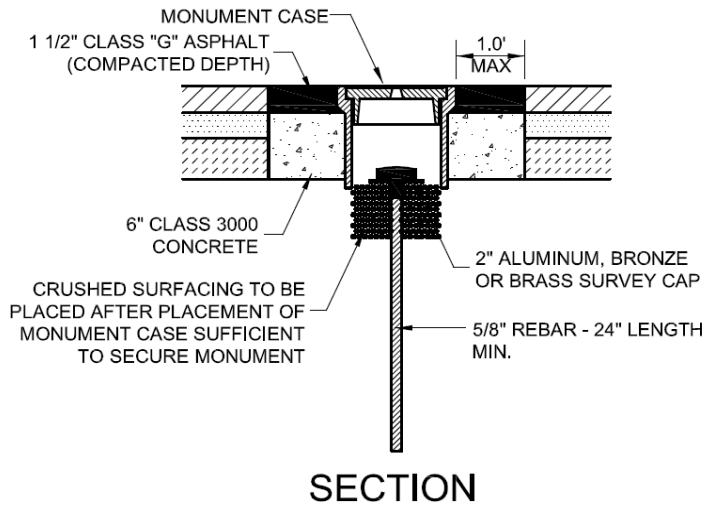
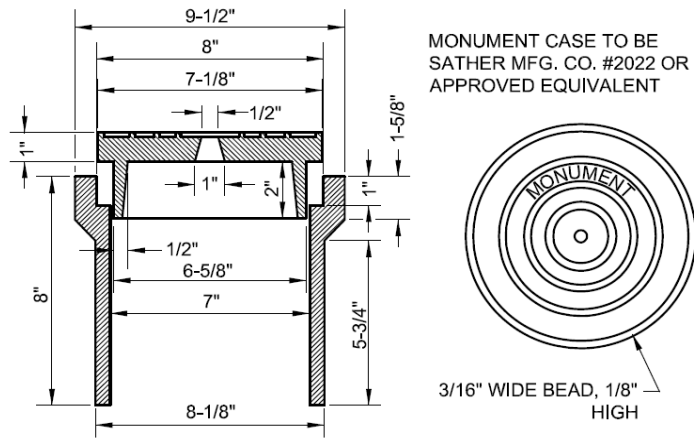
City Of Yakima  
Engineering Division

129 North Second Street  
Yakima, Washington

City of Yakima - Standard Detail  
**TYPICAL SURFACING**

NOT TO SCALE  
Revision 11-2008

**R7**



NOTES

1. MONUMENT TO BE PLACED AFTER FIRST LIFT.
2. TOP OF MONUMENT CASE SHALL BE 1" BELOW TOP OF FIRST LIFT.
3. MONUMENT CASE TO BE PLACED AFTER FINAL LIFT OF ASPHALT.
4. IN UNIMPROVED ROADS, THE MONUMENT CASE SHALL BE SET WITH THE TOP OF THE CASE 6" BELOW EXISTING GRADE.
5. WSDOT CLASS 3000 CONCRETE WITH AGGREGATE GRADING NO. 5.



City Of Yakima  
Engineering Division

129 North Second Street  
Yakima, Washington

City of Yakima - Standard Detail  
**SURVEY MONUMENT**

NOT TO SCALE  
Revision 11-2008

R8

## IV. PREPARING AND SUBMITTING A BID

### A. General instructions:

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 various sites; the character, quantity, quality and scope of work; the quantities and qualities of materials to be supplied, equipment, and labor to be used; and the requirements of the Contract and Bid submitted, including all addenda for performance of the Work. It is understood that work will continue throughout the period of this Contract at sites that have not yet been identified.

It shall not be the responsibility of the City to provide Engineering or other Services to protect the Contractor from additional costs accrued from performing this Contract.

### B. Submitting a Bid:

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.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, vendor's response will be accepted and opened on the next business day of the City, at the originally scheduled hour.

### C. SMALL WORKS ROSTER PROJECT:

In order to be eligible to bid on this Solicitation, you **must** be signed up on the City of Yakima's Small Work Roster at **MRSCROSTERS.ORG** before you respond to this Invitation to Bid.

Work under this Contract is considered Public Work and shall be completed in accordance with 39.04.155 RCW. This is a Prevailing Wage contract. Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

- An Intent to Pay Prevailing Wages is filed at the beginning of each Contract year.
- An Affidavit of Wages paid is filed after each call-out for all other Contracts where work is performed at an undefined location. (L&I defined these as "Other" contracts.)
  - The prevailing rate of wage in effect on the date of each call-out must be used.
  - The combined I/A form for jobs under \$2,500 is utilized when applicable.

The State of Washington prevailing wage rates applicable for this Public Work project, 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>. Based on the Bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is October 27, 2016.

**No subcontracting will be allowed.**

### D. Public Disclosure:

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 Bid opening.

### E. 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 first page of the response.

### F. 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 online at any time up to the Bid closing date and time. 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.

**G. Incurring Costs:**

The City 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.

**H. Qualified Bids:**

The General and Special Instructions included in these Bid Specifications and resulting Contract 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 General and Special Terms and Conditions, may result in the Bid being considered non-responsive.

## **V. EVALUATION AND CONTRACT AWARD**

**A. Bid Evaluation:**

All Bids shall be evaluated against the same standards and selection of a Contractor will be based on the information submitted in the Bid. The Bids will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements than cost, past experience, service, availability, equipment and effect on productivity and Bidder's supporting documents. Bid will then 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. Contract Award:**

The City reserves 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 and will not necessarily be bound to accept the low Bid.

The City intends to award this Contract within sixty (60) days after the opening of the Bid proposals. Award will be made to one responsible Bidder. No multiple award will be made.

**Company/Contractor experience level and qualifications are important and will be considered in the evaluation of the Bid. The enclosed Contractor Qualification Statement must be completed and enclosed with the Bid to be considered for award. Non-conformance may result in rejection of Bid as non-responsive.**

**Each call out under this Contract will be limited to \$34,999 and under, including tax. The Contract value shall not exceed \$300,000, including tax.**

It shall not be the responsibility of the City to provide engineering or other services to protect the Contractor from additional costs accrued from performing this Contract.

**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 Bid due date deadline, or receipt of Best and Final Offer, if required, and Bidder so agrees by submittal of a Bid.

**D. 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.

**E. Protest Procedure:**

Any protest must be made in writing, signed by the Protestor, and state that the Protestor 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, or by fax: 509-576-6394 or email to: [Sue.Ownby@YakimaWA.Gov](mailto: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 Specifications shall be filed at least five (5) calendar days before the Bid due date, and protests based on Award or after the Award shall be filed no less than 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 Protester. 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 decision, 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 appeal response, the Protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

**F. 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, 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 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.

**G. Re-Award:**

When the Contract is terminated by the Contractor upon thirty (30) day notice as herein provided, the City, may re-award the Contract to the next most responsible Bidder. When a Contractor 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.

CONTRACT  
**BID 11616-S**

<b>For City of Yakima Use Only:</b>	
Contract No.	_____
Project No.	_____
Resolution No.	_____
BID No.	_____

**On-Call Sidewalk and Misc. Concrete Removal and/or Replacement**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Yakima (“City) and \_\_\_\_\_, (“Contractor”).

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

**1. Scope of Work:**

The Contractor shall perform all work and service(s) and furnish all tools, materials, traffic control, permits, licenses, inspections, labor and equipment according to the procedure outlined in the specifications of the **Bid 11616-S On-Call Sidewalk and Miscellaneous Concrete Removal and Replacement Service** including curb, and curb/gutters as attached hereto & incorporated herein, and the most recent available published version of Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Associations as well as the City of Yakima Standard Specifications and Standard Details, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall begin within \_\_\_\_ hours/days after each Notice to Proceed. Emergency work shall begin within \_\_ minutes after each Notice to Proceed.

The Contractor shall provide and bear the expense of all equipment, permits, licenses and inspections; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

**2. Compensation:**

The City promises and agrees to employ, and does employ, the Contractor provide the materials and do and cause to be done the above described work & 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 agrees to pay the Contractor according to the attached specifications and payment schedule of itemized prices as listed in the Contractor’s Bid submittal at the time and in the manner and upon the conditions provided for the contract.

**3. 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 Proposal. If Contractor wishes to revise any prices prior to the renewal of the Contract, Contractor must advise the City in writing of the requested revisions no less than sixty (60) days before the end of the current Contract term.

**4. Changes:**

Any proposed change in this Contract shall be submitted to the Buyer listed on Page 5 of the Bid document for their prior approval. If approved, change will be made 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.

**5. Agency Relationship between City and Contractor:**

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

**6. Successors and Assigns:**

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

6.2 The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

**7. Property Rights:**

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

**8. Inspection and Production of Records**

8.1 The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities. Contractor's records relating to the Services will be provided to the City upon the City's request.

8.2 Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of three (3) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.

8.3 All records relating to Contractor's services under this Contract must be made available to the City, and also produced to third parties, if required pursuant to the Washington Public Records Act, Chapter 42.56 RCW or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington State Secretary of State's record retention schedule.

**9. Work Made for Hire:**

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

**10. Guarantee:**

Contractor warrants the work will be free from defects in material and workmanship for a period of one year following the date of project acceptance

**11. Compliance with Law:**

Contractor 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. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.



11.1 Procurement of a City Business License. The successful contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.

11.2 Must have a valid Washington State Contractor Registration number, which must have been in effect at time of Bid submittal and in compliance with RCW Chapter 18:27.

11.3 Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.

11.4 Washington Unified Business Identification (UBI) number: Must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).

11.5 Washington Employment Security Department number. Must have a Washington Employment Security Department number as required in Title 50 RCW.

11.6 Have industrial insurance (workers compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW.

## 12. Prevailing Wages:

The Contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.

12.1 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 public work project. It is solely the responsibility of the Contractor to determine the appropriate prevailing wage rate for the services being provided.

12.2 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 a public work project, and before any final money is disbursed. Contractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.

12.3 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.

The State of Washington prevailing wage rates applicable for this public works project, 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>. Based on the Bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this project is **October 28, 2016**.

## 13. Nondiscrimination:

During the performance of this Contract, the Contractor agrees as follows:

The Contractor 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.).

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.

In the event of the Contractor'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 Contractor may be declared ineligible for any future City contracts.

## 14. Indemnification and Hold Harmless:

14.1 Contractor 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 (enter Contractor name), its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

14.2 If the negligence or willful misconduct of both (enter Contractor name) 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 (enter Contractor name), and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

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

#### 15. Indemnity/Contractor's Liability Insurance:

15.1 The Contractor agrees to indemnify and save harmless the City, 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, resulting from or occurring in connection with the performance or any service hereunder.

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

15.3 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 coverage, 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. The requirements contained herein, as well as City of Yakima'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 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 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 to terminate the Contract.

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

15.4 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 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.

15.5 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, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

15.6 It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

**16 Employers Liability (Stop Gap):**

The Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and shall maintain Employers Liability insurance with a limit of no less than \$1,000,000. The City shall not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Contractor agrees to assume full liability for all claims arising from this contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**17 Business Auto Policy (BAP):**

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

**18 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.

**19 Contract Documents:**

This Agreement, the Request for Bids #11616-S, Scope of Work, conditions, addenda, and modifications and the Contractor's proposal (to the extent consistent with Yakima City 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. 2<sup>nd</sup> St., Yakima, WA, 98901, and are hereby incorporated by reference into this Agreement.

**20 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.

**21 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 Bidder are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this Agreement.

**22 Force Majeure:**

Contractor 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 Contractor 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.

**23 Governing Law:**

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

**24 Venue:**

The venue for any action to enforce or interpret this Agreement shall lie in a competent jurisdiction in Yakima County, Washington.

**25 Authority:**

The person executing this Agreement, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor 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.

Countersigned:

This \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**CITY OF YAKIMA**

**CONTRACTOR**

\_\_\_\_\_  
Contractor

a \_\_\_\_\_ Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(President, Owner, etc.)

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Cliff Moore, City Manager

**Attest:**

\_\_\_\_\_  
City Clerk

**VII. BID FORM**

**BID FORM**

**No. 11616-S**

**On-Call Sidewalk & Miscellaneous Concrete Removal and Replacement  
CITY OF YAKIMA SMALL WORKS ROSTER BID**

**TO BIDDER:**

PLEASE BID YOUR LOWEST PRICE, BEST RESPONSE TIME AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. BID ON EACH ITEM SEPARATELY. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID, BASED ON THE BEST VALUE TO THE CITY. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN SIXTY (60) DAYS.

This is a Limited Small Works Roster Process Utilizing the MRSC Small Works Roster. Contractor must be registered with MRSC Rosters prior to submittal of a Bid. Please see attached MRSC information on how to register.

DESCRIPTION: On-Call (as-needed) removal and/or replacement of sidewalks, curbs, gutters and concrete streets. The work covered by this Contract consists of multiple Utility cuts and in some locations, root and other material removal. Contractor shall furnish all labor, materials, traffic control, permits, licenses, inspections and equipment to perform this project per the attached specifications and standards (drawings) in compliance with the Contract. Each location will be considered a separate job and will be billed on a separate invoice.

**WORK MUST BE COMPLETE WITHIN 10 DAYS OF RECEIPT OF WORK ORDER**

**TAX EXEMPTION RELATED TO PUBLIC ROADS**

The basic rule is that sales tax is paid on the materials but not on labor. "Public Roads" includes streets, sidewalks, lighting, and traffic signals. Anything that is used for public movement. Please refer to WAC 458-20-141.

The undersigned hereby certifies that they have read and understand the specifications governing the work embraced in this improvement and propose to undertake and complete the work of the following.

<b>Item No.</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>
1.	Lineal Foot	Replacement of CURB	\$ _____
2.	Lineal Foot	Removal AND Replacement of CURB	\$ _____
3.	Lineal Foot	Replacement of CURB and GUTTER	\$ _____
4.	Lineal Foot	Removal AND Replacement of CURB and GUTTER	\$ _____
5.	Square Foot	Replacement of 4" SIDEWALK	\$ _____
6.	Square Foot	Removal AND Replacement of 4" SIDEWALK	\$ _____
7.	Square Foot	Replacement of Concrete STREET	\$ _____

<b>8.</b>	Square Foot	ROOT removal	\$ _____
<b>9.</b>		List discount offered off list price for any other SERVICES not specifically listed	_____ %
<b>Freight/Mobilization:</b> (Any Mobilization and/or Applicable Freight for Parts & Materials must be included)			\$ <b>INCLUDED</b> _____
<b>SALES TAX 8.2%</b> No Labor, Materials Only			\$ _____
<p><b>RESPONSE TIME:</b></p> <p>WE (I) WILL PROVIDE ELECTRICAL SERVICES WITHIN _____ HRS/DAYS FROM RECEIPT OF ORDER &amp; AT PRICES &amp; TERMS SPECIFIED UNLESS OTHERWISE NOTED. <b>MAXIMUM TEN (10) BUSINESS DAYS.</b></p> <p>EMERGENCY CALL-OUT SERVICES WILL BE PROVIDED WITHIN _____ MINUTES FROM RECEIPT OF ORDER. <b>MAXIMUM SIXTY (60) MINUTES.</b></p>			

## VIII. CONTRACTOR QUESTIONNAIRE & QUALIFICATION STATEMENT

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

### CONTRACTOR INFORMATION

**Bidder's Legal Name:** \_\_\_\_\_

**Company's dba:** (if applicable) \_\_\_\_\_

GEO/President  
Name: \_\_\_\_\_

Business License No. \_\_\_\_\_ UBI No. \_\_\_\_\_ Federal EIN/TIN No. \_\_\_\_\_

Contractor License No. \_\_\_\_\_ Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

#### **Name of person to contact for questions concerning this Bid.**

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

**OWNERSHIP**

**Is your Company a subsidiary, parent, holding company, or affiliate of another firm?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

**Number of years Contractor has been engaged in Business:** \_\_\_\_\_

**REFERENCES**

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

1) Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Work Performed \_\_\_\_\_

2) Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Work Performed \_\_\_\_\_

3) Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Work Performed \_\_\_\_\_



QUALIFICATIONS & RESPONSIBILITY

**Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Have a Washington Employment Security Department number, as required in Title 50 RCW;**

# \_\_\_\_\_

**Not be disqualified from bidding on any Public Work contract under RCW 39.06.010 or 39.12.065(3). Is Contractor disqualified?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows:**  
*(Name of any and all exceptions and reason thereof)*

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## IX. BIDDERS CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed as required, and submitted with their Bid before the Bid close date and time:

**A. Small Works Registry**

Is required in order to bid this contract. Refer to Section IV. *Preparing and Submitting a Bid*, Subsection C. *Small Works Roster Project*. (Page 20).

**B. Bid Signature Sheet**

To be filled out, signed (page 2).

**C. Bid Form**

The unit prices bid must be shown in the spaces provided (pages 29-30).

**D. Contractors Questionnaire and Qualification Statement**

To be filled out completely (pages 31-33).

**E. Non-Collusion Declaration**

To be signed by Bidder's authorized official (page 35).

The following forms are to be executed after the Contract Award and before any work is performed. Failure of successful Bidder to return the following forms will be cause for Award cancelation and Bid Award may be made to the next lowest Bidder.

**F. Contract**

Agreement to be executed by the successful Bidder (pages 23-28).

**G. E-Verify Compliance Declaration** (page 36).

**H. Personnel Inventory Form** (page 37).

**I. Certificate of Insurance with Attached Additional Insured Endorsement**

Refer to Section I *General Information*, Subsection O *Contractor's Liability Insurance* (page 8), and Section VI *Sample contract*, Subsections 15-17 (pages 26-27), and attached sample of *Certificate of Insurance* and *Additional Insured Endorsement* (pages 38-42).

**J. Prevailing Wage Intents and Affidavits**

Under this Contract, the City will required *Intents to Pay Prevailing Wage* and *Affidavits of Wages Paid* to be filed with the Department of Labor and Industries. One *Intent to Pay Prevailing Wage* must be filed at the beginning of each Contract Year and one *Affidavit of Wages Paid* will need to be filed after each job is completed (page 20).

**NON-COLLUSION DECLARATION**

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

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# Compliance with Immigration and Naturalization Act

## **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: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Homeland Security's Web Address is: <http://www.dhs.gov/e-verify>

Completed declarations can be mailed to: City of Yakima Purchasing, 129 No. 2<sup>nd</sup> Street, Yakima, WA 98901, faxed to 509-576-6394 or scanned and emailed to [sownby@ci.yakima.wa.us](mailto:sownby@ci.yakima.wa.us)

## Personnel Inventory Form

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														
<b>Totals:</b>														

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

# 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: <b>Insurance Agent Information</b>
	PHONE (A/C, No, Ext)   FAX   (A/C, No) E-MAIL ADDRESS: <input type="checkbox"/>
INSURED  ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE   NAIC#
	INSURER A: <b>A-VII or better, admitted carrier</b>
	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 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 \$				
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC										
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS 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) \$
	SCHEDULED AUTOS NON-OWNED AUTOS										
	UMBRELLA LIAB EXCESS LIAB DED   RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$				
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 Stop Gap/EL Only	start date	stop date	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. 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	CANCELLATION
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	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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COMMERCIAL GENERAL LIABILITY

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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.**



OR BLANKET ADDITIONAL INSURED ENDORSEMENT

COMMERCIAL GENERAL LIABILITY  
WN GL 49 01 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The Limits of Insurance** applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to Limits of Insurance shown in the Declarations.
- C. With respect to the insurance** afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. 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 location of the covered operations has been completed; or
    - b. 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.
- D. As respects the coverage** provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:
- 4. Other Insurance**
- b. **Excess Insurance**
- This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**  
COVERAGE APPLIES TO  
CERTIFICATES OF INSURANCE  
REFERENCING FORM CG2503

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
  1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



**MRSC Rosters will now be maintaining the  
City of Yakima Small Works and Consultant Rosters**

To continue being eligible to work on small public works projects or consultant projects please register your company for free with **MRSC Rosters** at [www.mrscrosters.org](http://www.mrscrosters.org) and select City of Yakima in your account. For more information about registering, contact MRSC Rosters at 206-625-1300 or [mrscrosters@mrsc.org](mailto:mrscrosters@mrsc.org).

**Thank You !**